

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

YREKA CITY EMPLOYEES  
ASSOCIATION

For the Period January 1, 2014 to December 31, 2014

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Article 1  
General Provisions

1.1 **Parties to the Memorandum**

This Memorandum of Understanding is made and entered into effective the 1<sup>st</sup> day of January 2014, by and between the City of Yreka and the Yreka City Employees' Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City of Yreka and the Yreka City Employees' Association and its members.

1.2 **Validity of Memorandum:**

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 **Recognition:**

The Yreka City Council hereby recognizes the Yreka City Employees' Association, hereinafter referred to as Association, as the representative for the bargaining unit consisting of the following classifications:

- Account Clerk I & II
- Maintenance Worker I, II, and III -Parks
- Maintenance Worker I, II, and III
- Maintenance Lead Person
- Maintenance Specialist-Traffic Safety
- Maintenance Worker II – Building Maintenance
- Maintenance Worker II – Meter Reader
- Facilities Maintenance Technician
- Mechanic
- Senior Mechanic
- Water Maintenance Worker I, II, and III
- Wastewater Maintenance Worker I, II, and III
- Wastewater Maintenance III w/water certificate
- Wastewater/Water Maintenance Worker II and III

The parties agree that recognition extends to all regular City Council allocated (i.e., approved) positions, whether full-time or regular part-time, in the classes listed above. This shall include any new miscellaneous job classes (as distinguished from police, management and confidential job classes) approved by the City Council during the term of this Agreement.

"Regular City Council allocated position" is defined to mean those positions approved by the City Council and subject to the provisions of the City's Personnel rules, policies, resolutions, and/or ordinances and this Memorandum of Understanding. No person employed by the City in

“Temporary/Extra Help” status, in an Association-represented classification, shall be subject to the provisions of this MOU or eligible to the benefits provided therein.

As used in this agreement the following terms are defined as follows:

**Regular Full-Time Position:** A position in which an employee works a continuing, year-round work schedule generally based upon a 40 hour work period.

**Regular Part-Time Position:** A position in which an employee is working a continuing, year-round work period of fewer hours than the established work period which is generally based upon 40 hours per work period, but greater than an average of 30 hours per week. This does not include temporary/seasonal workers under 960 hours per fiscal year.

**1.4 Effective Date and Term:**

A. This Memorandum of Understanding shall take effect as of January 1, 2014, except as otherwise provided herein, and shall remain in full force and effect through December 31, 2014. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Yreka City Employees’ Association.

B. Term of this Agreement shall be for one (1) year from January 1, 2014, through and including December 31, 2014

**1.5 Effect of Memorandum:**

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum, including as otherwise provided in City personnel rules and regulations, resolutions, and ordinances wherein this Memorandum is silent. The Employee Personnel System and the Personnel Rules and Regulations are on file in the City Manager’s Office at City Hall. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or Personnel Rules and Regulations, subject, however, to the City’s obligation to meet and confer with the Association

Should the City propose to change a negotiable condition of employment that is not specifically included in this Memorandum, during the term of this Memorandum, the City agrees to notify the Association of its proposed change and to meet and confer with the Association regarding the proposed change if requested to by the Association. In the event of any conflict between a specific provision of this Memorandum of Understanding and a written rule, resolution, regulation or ordinance of the City, including but not limited to the Employee Personnel System and the Personnel Rules and Regulations and Resolutions, the terms of this Memorandum of Understanding shall prevail and such conflict shall be resolved in favor of the specific provisions of the Memorandum of Understanding, unless otherwise mutually agreed to by the parties.

In connection with any meet and confer process not only contract negotiations, the

Employer Employee Relations Resolution (currently Resolution 1436) and the Meyers- Milas-Brown Act, Government Code 3500 – 3501 shall apply. During the term of the agreement it is the intent of the City to meet and confer over the language of the job class structure and description and Employer Employee Relations Resolution.

1.6 **Employee Rights:**

A. Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Pursuant to California Government Code Section 3502, employees of the City also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

B. Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 **Deduction of Union Dues:**

Upon execution of an authorization from the employee on a form approved by the City and the Association, the City will deduct from the employee's check the then-current dues for the Association and provide the Association's Treasurer the proceeds of such deduction monthly, along with a list of those employees having dues deducted. The Treasurer shall promptly forward to the City's payroll department any change in the dues rate to be deducted.

1.8 **City Rights:**

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in emergency situations.

1.9 **Non Discrimination Clause:**

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.10 **Requirement to Meet and Confer:**

Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately, without prior written notice or meeting with the Association, the City shall provide Association the opportunity to meet at the earliest practical time following adoption of such ordinance, rule, resolution or regulation. The Association shall provide to City in writing, the names, addresses and telephone numbers of up to two persons to whom the City shall be required to give notice as required in this paragraph.

The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action. City agrees to provide time off to three (3) members of the Association while attending meetings with the City during the meet and confer process.

“Meet and confer in good faith” means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent. The provisions of this section are intended to set forth the current requirements of the meet and confer process between the parties hereto and, to the extent State Law may be amended or modified after the execution of this agreement, such amendment or modifications of State Law shall be controlling as the parties hereto. If State Law rescinds the emergency provision that is referenced here, it will also be deleted from this article.

1.11 **Management Rights.** Except as otherwise provided in this agreement, the City retains all rights, powers, and authority exercised or held by it, including, but not limited to:

- a. Set standards of service;
- b. Determine the procedures and standards of selection for employment;
- c. Exercise complete control and discretion over its organization and the technology of performing its work;
- d. Maintain the efficiency of governmental operations;
- e. Determine the methods, means and personnel by which governmental operations are to be conducted;

- f. Determine days and hours of work;
- g. Determine Fair Labor Standards Act work periods.

1.12 **Grievance Procedure:**

1. A grievance is a dispute concerning the interpretation or application of any article or provision of this Memorandum of Understanding and the City's Personnel Rules approved by the City Council, Resolutions numbered 1151, 2371 and 2024 and the Employer-Employee Relations Resolution numbered 1436. This procedure shall not apply to any dispute for which there is another established resolution procedure.

2. A written grievance must set forth the Article or provision alleged to have been misinterpreted or misapplied; describe the circumstances of the alleged misapplication or misinterpretation; and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Arbiter, after the grievance has proceeded through the appeal to the City Manager, as outlined below. The Arbiter shall rule on the dispute before proceeding with a hearing by the City Council.

3. A grievant is a regular employee who is personally affected by an act or omission that occurred no more than thirty calendar days prior to the initiation of the grievance procedure.

4. The procedure and sequence in filing and processing a grievance shall be as follows:

a. The employee and, if desired, his/her representative shall discuss the grievance with the employee's immediate supervisor before a written grievance may be filed.

b. If the grievance is not settled through this discussion, a written grievance may be filed with the employee's department head. A written grievance must be filed within thirty (30) calendar days from the time the employee or the Association becomes aware of the issue or incident giving rise to the problem. Upon receipt of a written grievance, the department head shall give the employee a written reply within **ten (10)** working days.

c. Should the employee not be satisfied with the answer received from his/her department head, he/she may, within **ten (10)** working days, file an appeal to the City Manager. The City Manager shall have **ten (10)** working days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly his/her decision or proposed actions and reasons therefore. The City Manager may confer with the employee, employee representative, and appropriate supervisors in an attempt to bring about a harmonious solution.

d. If the employee is not satisfied with the decision of the City Manager, he/she may, within **ten (10)** working days after receipt of the written reply, file a request for an independent

arbitrator to review the grievance. The arbitrator is to be chosen by mutual agreement between the Association and the City. The arbitrator, after hearing the case, will render an advisory decision to the Association and the City Council. The cost for the arbitrator is to be split 50/50 between the Association and the City. Within three weeks of receipt of the advisory decision of the arbitrator, the City Council shall hold a hearing to review the grievance and shall, within a reasonable time, render a written decision on the merits of the grievance.

e. The City and Association may mutually agree to waive steps 3a, 3b, and 3c and proceed directly to hearing by the arbitrator when the issue is one over which the employee's supervisor, department head, and City Manager have no jurisdiction. The parties may also mutually agree to waive step 3d and take the appeal directly to the City Council.

5. All time limits may be extended upon mutual agreement of the parties.

6. In the event the department head or City Manager fails to respond as required pursuant to paragraph 3, the grievance shall proceed directly to the next step.

Article 2  
Pay Provisions

2.1 **Salary:**

Salary ranges for the period of this Memorandum for each classification are as specified in Appendix A, attached to this Memorandum. These Salary Ranges reflect a 7% increase to members in exchange for the employees picking up the respective share of CalPERS contributions shown in Section 8.1 below. These Salary Ranges shall be effective January 1, 2014.

2.2 **One Time Payment:**

A *one time* payment of \$2,400 will be made in March 2014 for all members of the bargaining unit as of that date. For purpose of FLSA overtime and CalPERS calculations for Classic Members, this pay will cover the period between January 1, 2014 and December 31, 2014.

Article 3  
Medical, Dental, Vision, Life and Disability Plans

3.1 **Medical Plan:**

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. The employee may choose to cover premium costs for the eligible employee's health plan or other plans available through PERS and/or other qualified supplemental plans. Total monthly premium costs of selected insurance coverages which exceed the City's **contribution toward** the eligible employee's flexible benefit health plan premium will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the PERS Health Plan. In order to be excluded from this requirement for the PERS Health Plan, an employee must submit verification of substantially equivalent alternate coverage for health insurance. Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph 3.1.I of this Section.

B. Effective **January 1, 2014**, and continuing thereafter, the **City contribution** for the eligible employee's flexible benefit health plan shall not exceed the following sums:

Group Tier	2012 Cap	2014 Cap
Employee	\$480.00	\$500.00
Employee +1 dependent	\$900.00	\$940.00
Employee +2 or more dependents	\$1,135.00	\$1,195.00

C. For purposes of this Agreement, "premium costs for the eligible employee's health plan" shall include the eligible employee's participation in the PERS Health Plan.

D. By no later than December 31<sup>st</sup> each year, each employee shall execute a written authorization regarding the medical premium deduction. The deduction will be made on a biweekly basis.

E. The dedicated City contribution to CalPERS Health coverage is the minimum amount required by the City's contract with CalPERS, which is currently One Hundred Nineteen and no/100 dollars (\$119.00) per month for each active employee or annuitant (equal amount contribution).

F. The parties agree that administration of the plan, enrolling or canceling enrollment of employees or their dependents and processing claims and securing of adequate risk protection shall be the sole administrative and financial responsibility of the City.

G. There shall be no decrease in benefits except as are imposed upon the City as benefit modifications by CalPERS. Any change in plan benefits to the employee by the City shall be on a Meet and Confer basis.

H. An employee with court ordered dependent health coverage must show proof of that order in the form of a qualified domestic relations' order (QRDO) before dependent coverage can be extended and otherwise meet the standards and regulations of the CalPERS Health Plan.

I. The City agrees to continue and fund, for employees who elect no City provided health insurance coverage, a cash in lieu benefit in the amount of \$500 per month, disbursable to the employee biweekly on a taxable income basis, in accordance with IRS Code Section 125.

J. Either party may request to reopen negotiations on health insurance, if there is a proposed substantial change in the PPO network for the PERS Health Plan, or changes resulting from the implementation of the Affordable Care Act.

### 3.2 **Dental Plan:**

The parties agree that the current self-funded dental plan will remain in effect. The parties agree that the administration of the plan, including but not limited to the providing of information about the plan, enrolling or canceling enrollment of employees or their dependents and processing claims shall be the sole administrative and financial responsibility of the City. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the dental plan cost including dependent coverage.

### 3.3 **Vision Plan:**

City agrees to continue to provide a vision plan through the California Vision Service Plan (VSP) B with a \$25.00 deductible including coverage for dependents at its sole expense. City retains the right to self-insure at the same benefit level. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the vision plan cost including dependent coverage.

### 3.4 **Life Insurance Plan:**

Life Insurance will be procured for each employee, (excluding retired employees) equal to the amount of the gross salary received under the salary schedule for a given year, not including overtime or special pay. Dependent coverage at the amount of one thousand dollars (\$1,000) per spouse and child is provided in the current plan. City agrees to pay the premium for this coverage.

### 3.5 **Disability Plan:**

The City does not provide a Disability Plan. Yreka City Employees Association may elect to vote as a unit to enroll in the State Disability Insurance program during the term of this agreement.

## Article 4 Vacation and Leave

### 4.1 **Vacation Leave:**

The policy for use of vacation is based on the intent that vacation time be a relief from regular work schedules. The relief from work is for the personal well being of employees, both mentally and physically, to insure healthy work and personal lives.

All Regular Full Time and Regular Part Time Position employees shall be entitled to annual vacation leave with pay except employees who have served less than six (6) months in the service of the City. However, vacation credits for this time will be granted to each such employee who later receives a permanent appointment.

Eligible employees who work less than full-time but more than one thousand five hundred (1,500) hours per year shall be credited for vacation on a prorated basis.

#### 4.2 **Vacation Accrual:**

Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

Months of Employment	Vacation Hours Accrued Per Pay Period Based on 26 equal pay periods per year		Maximum Carryover As of January 1*
1 – 60 months	3.08 hours	80 hours per year	160 hours
61 – 180 months	4.62 hours	120 hours per year	240 hours
181 months and after (max)	6.15 hours	160 hours per year	320 hours

\*Two times the annual accrual

The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

The City agrees to permit probationary employees to use earned vacation time during the probationary period. In cases where an employee has one year or greater probation, and in cases of real need, an employee may, departmental workload permitting, be allowed to take up to forty (40) hours of earned vacation. Should said employee terminate voluntarily or involuntarily prior to achieving permanent status, the pay for vacation used will be deducted from the final paycheck.

Previous part-time City employees, who have subsequently become full-time regular employees without separation of service, shall be credited with such part-time City service, for the purpose of computing months of employment and vacation accrual rate. One hundred seventy-three (173) hours of part-time City service shall equal one (1) month of employment. As to any current employee, who may be entitled to a greater vacation accrual rate as of the effective date of this Memorandum of Understanding, pursuant to this paragraph, such additional vacation accrual shall be prorated only for the balance of the calendar year.

#### 4.3 **Holidays:**

City agrees to observe the following holidays:

July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
November 11 <sup>th</sup>	Veteran's Day
Last Thursday in November	Thanksgiving Day
Friday Following Thanksgiving	Day After Thanksgiving Day
December 24 <sup>th</sup>	Christmas Eve
December 25 <sup>th</sup>	Christmas Day

January 1 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Should December 24<sup>th</sup> fall on a Friday, December 23<sup>rd</sup> shall be observed as the paid holiday. Should December 25<sup>th</sup> fall on a Monday, December 26<sup>th</sup> shall be observed as the paid holiday.

#### 4.4 Sick Leave:

- A. All employees, except part-time and extra help employees, shall be entitled to eight (8) hours of sick leave with pay each month or major fraction thereof, with no accumulation limit.
- B. City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.
- C. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.
- D. In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.
- E. An employee who is entitled to Worker's Compensation under the Labor Code of the State may elect to take as much of his/her accumulated sick leave or accumulated vacation as when added to the Worker's Compensation will result in payment to that employee of his/her full salary or wage.
- F. No City employee shall be entitled to the use of sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct; sickness or disability sustained while on leave of absence other than regular vacation. Sick leave, up to **ten (10)** days per calendar year, may be used by an employee to attend to an illness to the employee's spouse, child or parent. "Child" includes a biological, foster, or adopted child; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster or adoptive parent; a

stepparent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including medical documentation.

**4.5 Floating Holiday:**

Three floating holidays of three eight (8) hour days per year shall be credited to the paycheck of each full-time employee by January 15th of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost

Proration of Floating Holidays for new employees:

January 1 - April 30	24 hours
May 1 – August 31	16 hours
September 1 – December 31	8 hours

**4.6 Funeral Leave:**

It is the City’s policy to allow employees to take time off without deduction of pay where such time off is necessitated by death in the immediate family. This includes spouse, children parents (including in-laws), brother, sister or grandparents. It does not include aunts or uncles unless such relatives reside in the household of the employee.

The amount of time taken to attend funerals of those listed above is left to the discretion of the supervisor to the extent that the absence does not exceed three days.

No time off with pay is granted for funerals of aunts, uncles, or friends unless the employee is solely involved in handling burial responsibilities.

Time off for other funerals may be given at discretion of department head.

**4.7 Compensating Time Off (“CTO”)**

An eligible employee shall receive overtime compensation for all overtime worked as cash payment beyond 120 hours. No employee who is eligible to earn overtime may accrue compensatory time off (CTO) beyond the 120 hour cap. There shall be no exceptions to this cap.

Article 5  
Allowances and Reimbursements

**5.1 Book and Tuition Reimbursement:**

The provisions of this section and the Educational Reimbursement Policy shall be amended and shall be effective upon adoption of this Agreement by the City Council, to include the following:

The City is interested in employees furthering their job-related education. The City will pay for mandatory continuing education including licenses or certifications required for the job. The City will consider paying of non-mandatory education subject to available funding within the department budget and prior approval by the City Manager as set forth in this policy.

a. Mandatory Continuing Education/Licenses/Certificates

Any mandatory continuing education shall be paid for by the City of Yreka. Mandatory continuing education is defined as course work, licenses or certifications required for maintenance of a license to practice a profession in the State of California. The City shall allow employees paid straight time to take a license test related to their job. The City may also allow the use of a City vehicle for the employee's transportation to the test site. In the event a City vehicle is not available to the employee the employee shall be reimbursed for mileage for the use of their personal vehicle, subject to the City's mileage reimbursement policy. The City shall provide a City vehicle for use in testing when such test involves the operation of a specific vehicle or piece of equipment. On occasion, at the request of the City, it may be necessary for an employee to cancel an appointment for license testing and reschedule the appointment, except when cancellation would cause the license to expire.

b. Reimbursement Procedure

Reimbursement is subject to the employee obtaining a grade of "C" or better, or a passing grade where no grade is given. Reimbursement shall include the cost of books, supplies and materials related to mandatory education and may include the cost of approved non-mandatory education related materials. The employee shall not be reimbursed until a reimbursement request is submitted to the City Manager with a copy of the grade report attained and a copy of the receipt for payment of tuition, books and approved supplies and/or materials.

c. Non-mandatory Education

Non-mandatory education is defined as course work which would improve job skills for the employee's current or future job and has substantial benefit to the City. Reimbursement for non-mandatory education is subject to approval by the City Manager and the City Manager's decision on all matters related to non-mandatory education and reimbursement is not grievable or appealable.

5.2 **Footwear Allowance:**

Public Works employees working the field and the meter reader, shall receive a \$140 footwear/boot allowance every year toward the purchase of work boots payable the second pay period on January. The City and Association acknowledge the footwear/boot allowance is fair compensation for the purchase, repair and/or replacement of boots or footwear by these specific classifications.

Claims for boots and/or footwear that have been damaged on the job, that are unusable or unsafe, may be made when deemed necessary by the employee, subject to approval by the City Manager, on a case by case, non-appealable basis.

Article 6  
Work Hours, Overtime

**6.1 Work Hours:**

The regular workday shall be eight (8) hours. Except for office and clerical staff employees the normal work shift shall be from 7 a.m. to 3:30 p.m. with a one half (1/2) hour lunch, or such other times as may be mutually agreed to between the affected employee and the City. Normal work shift for full time office, clerical staff employees shall be from 8 a.m. to 5 p.m. with a one hour lunch. Occasionally, Supervisors, Department Heads and the City Manager may require an employee to work a schedule different from the normal schedule to meet the needs of the City prompted by an emergency or a specific project. Unless an emergency exists, the City will provide at least 72 hours written notice when an employee will be required to work other than their normal schedule. It is the policy of the City that employees be provided breaks for 15 minutes in the morning and 15 minutes in the afternoon at the work site; provided, however, the Association acknowledges that in the event of an emergency affecting the public health and safety or injury to persons or property, such break may be cancelled in such event and provided to the employee later in the day if the emergency has concluded. "Emergency" as used herein is an event where there is immediate danger to persons or property requiring the employee's service such as flooding, fires, sewage backups or hazardous material spills.

**6.2 Overtime and Out of Class Pay:**

A. **Overtime.** The City has the right to assign and schedule overtime for Association represented employees. Whenever possible, overtime shall be assigned first to those employees who willingly volunteer for such overtime assignments, however, the City is not obligated to solicit volunteers before making overtime assignments.

The assignment of overtime to Association represented employees does not constitute a change in shift, work schedule or days and hours of employment. "Overtime" is defined as any work required to be performed by the employee in excess of an employee's regularly scheduled workday or shift.

B. **Out of Class Pay.** The City's current Overtime/Out of Class/Standby Pay Policies for Miscellaneous City Employees effective 9-1-96 is attached as Appendix B. Effective July 1, 2007, when an employee is assigned to work out-of-class and does work out-of-class for four (4) continuous hours, the employee shall receive out-of-class pay.

Article 7  
Catastrophic Leave

7.1 **Catastrophic Leave:**

The City's current Catastrophic Leave Policy effective May 22, 2002, is attached as Appendix C.

Article 8  
Retirement

8.1 **Employee Retirement Plan:**

A. City agrees to enroll and maintain enrollment of employees in the PERS 2% @ 55 (Classic 1084 Miscellaneous) retirement plan for miscellaneous members. Classic Employees shall pay the employee contribution for their retirement plan which is 7% for PERS 2% at 55 (Classic 1084 Miscellaneous). This contribution level shall commence on January 1, 2014.

B. For new CalPERS employees, the City will enroll employees in the PERS 2% @ 62 PEPR 26550 Miscellaneous retirement plan. Employees shall pay their share of contributions in accordance with State Law, CalPERS rules and regulations.

8.2 **Implementation of 457 Plan:**

The City will maintain the current payroll deduction 457 (or similar) plan so that employees can defer taxable income. There will be no cost to the City except for administrative costs.

Article 9  
Past Practice, Job Specifications, Recruitments,  
Temporary/Extra Help, Contracting Out, Pre-PERB Mediation,  
Revisions To Employee Conduct Policy And Work Rules;  
Revisions To Introductory And Probationary Policy

9.1. **Past Practice.**

No mistake, misapplication, or misinterpretation of this Agreement or any City rule, regulation, resolution, ordinance, or policy shall constitute a past practice and upon discovering such mistake, misapplication, or misinterpretation the City may make such corrections as is necessary without notice to Association.

In order for it to constitute a past practice, any deviation from this MOU, or any City rule, regulation, resolution, ordinance, or policy must be acknowledged by the City Manager and City Attorney, in writing.

9.2 **Job Specifications.**

The City reserves the right to adopt new class specifications (including salary placement). The City and Association, upon Association's request, agree to meet and consult regarding new job specifications for a period of time not to exceed sixty (60) calendar days. If no agreement is reached, the City may implement new job specifications.

The City and Association, upon request from Association, agree to meet and consult regarding revisions to current class specifications (including salary placements) for a period of time not to exceed 60 calendar days. If requested by Association, the parties may agree to use advisory mediation with a State Mediator. If unresolved, the City may implement revisions to current job specifications.

9.3 **Recruitments**

The parties agree the goal of each employment recruitment for the City of Yreka shall be to select the most qualified candidate for each position. To that end, the City's recruitment procedure shall be conducted, at the discretion of the City Manager, or his/her designee, on a "promotional" basis (all non-probationary City employees who meet the qualifications) and/or, on an "open competitive" basis (all individuals who meet the qualifications). A job announcement will be sent to each City job site having an employee bulletin board. Each job shall have a filing period of not less than five (5) working days. Any eligible City employee may apply for any announced vacancy. Generally the City will advertise the job announcements in the local newspaper and may advertise in other publications known to attract qualified candidates.

9.4 **Temporary/Extra Help Employment.**

Upon determining there exists within the City a need to employ individuals on other than a regular basis, the City Manager, or his/her designee, may approve temporary/extra help employment in such job classifications as may be appropriate to meet the City's needs. Persons employed on a temporary/extra help basis are unrepresented and shall not be subject to this MOU. This category of "Temporary/Extra Help Employment" includes employee referred to as extra help, intermittent, fill-in, limited term, and seasonal, and employment is intended to be filled on a less than year-round basis, to cover normal vacation and sick leave relief (including workers' compensation), unanticipated workloads, and situations involving fluctuations in staffing.

No temporary/extra help worker may be employed beyond 960 hours in a fiscal year without the concurrence of the Association.

It is not the intent of the City to replace Association represented employees with Temporary/extra help employees.

9.5 **Contracting Out.**

As allowed by law, the City retains the right to contract out services not provided by the Association represented employees without any obligation to negotiate the decision contracting out or its impacts on Association represented classifications. The City will give the Association fourteen (14) working days' prior notice of such contracting out.

Where services are, or have been, provided by the Association, the City will give the Association notice of intent to contract out services. Upon the Association's request, the parties agree to meet and confer for a period not to exceed ninety (90) days (which may be extended by mutual agreement). If no agreement is reached in ninety (90) days, then the parties agree impasse exists. At this point the parties agree to employ a State mediator and the mediation process to resolve issues at impasse.

9.6 **Pre-PERB Mediation.**

Association agrees to utilize and exhaust available City administrative processes and procedures prior to initiating an unfair labor practice charge with an agency other than the City. Should a statute of limitations issue arise prior to the exhaustion of the above processes Association reserves the right to file an unfair labor practice charge to preserve their rights. The parties agree to utilize a State Mediator as part of the process to resolve these issues.

9.7 **Revisions to Employee Conduct Policy and Work Rules.**

The provisions of the Employee Conduct Policy and Work Rules shall be amended to include the following:

A. The City reserves the right to search, without employee consent, all areas and property in which the City maintains full control for the purposes of investigating work-related misconduct. Areas in which the City maintains full control include, but are not limited to, all City owned properties and buildings and City owned and/or leased equipment and vehicles.

B. The City reserves the right to search, without employee consent but with probable cause, all areas and property in which the City maintains joint control with the employee for the purposes of investigating work-related misconduct. Areas jointly controlled by the City and the employee include, but are not limited to, desks, lockers, file cabinets, office cabinets, and bookshelves. The City may notify the appropriate law enforcement agency if it is believed that an employee has committed criminal misconduct.

C. In instances described in sections A and B above, the City will permit the employee to have a representative present, who shall not interfere with the search.

9.8 **Revisions to Introductory and Probationary Policy.**

The City's Introductory and Probationary Policy shall be amended to provide as set forth in Exhibit "A", which is attached to this Agreement, and incorporated herein by this reference, as though set forth in full.

9.9 **Account Clerk I and II Position.**

Once an employee in the Account Clerk series has completed their probationary period, the City Manager may, without consultation with the Association, choose to promote that employee to a higher level classification in the same series without opening the recruitment to competitive process.

9.10 **Maintenance Worker I and II Positions**

The Maintenance Worker I position will be retitled Maintenance Worker Probationary and will be used to evaluate entry level employees prior to appointment to the Maintenance Worker II position. The City may, at its option, delete steps A-C of the salary range (those steps that are below approximately 5% less than Step A of the Maintenance Worker II salary range) for recruiting and appointment purposes.

These employees shall have three (3) opportunities to obtain a commercial driver's , class A with air brake and tanker endorsements, within one hundred eighty (180) days of hire. These employees are otherwise, subject to the provisions of the Introductory and Probationary Policy as provided herein.

Article 10  
Concerted Activities

10.1 **Concerted Activities:**

A. The parties to this Memorandum recognize and acknowledge that the services performed by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Yreka. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

B. City agrees not to lock out employees.

C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. In the event of any work stoppage the Association properly and in good faith performs the obligations of the paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

Article 11  
Personnel Rules/Job Descriptions

11.1 Personnel Rules/Job Descriptions

A. During the term of this contract the parties will meet to discuss personnel rule changes and job descriptions.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective January 1, 2014.

CITY OF YREKA  
NEGOTIATING TEAM

  
\_\_\_\_\_  
Steven W. Baker, City Manager

YREKA CITY EMPLOYEES  
ASSOCIATION

  
\_\_\_\_\_  
President

Vice President

  
\_\_\_\_\_  
Steve Allen, Association Negotiator

Exhibit A  
Probation Policy

**Probation**

The probationary period is part of the selection process, a time during which the City determines whether work performance or work-related behavior meets the required standards of the position

**1. Length of Probation**

The probationary period is six (6) months of actual and continuous service, except for the entry level Maintenance Worker position, which shall be twelve (12) months. The probationary period will automatically be extended by the length of any authorized leave(s) of absence of one work week or more.

**2. Separation Without Cause**

At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance or hearing. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected for regular appointment.

**3. Probation after Promotion**

On accepting a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service. The probationary period will automatically be extended by the length of any authorized leave(s) or one work week or more. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional positions, the employee will be entitled to return to the position held prior to promotion at the range and step previously held if not subject to termination for disciplinary reasons. The employee is not entitled to notice or hearing if rejected during probation, however employees placed in a promotional position can request a mid-probationary period point evaluation.

Exhibit B  
JOB DESCRIPTIONS FOR THE FOLLOWING CLASSIFICATIONS

Maintenance Worker I-Parks  
Maintenance Worker II- Parks  
Maintenance Worker III -Maintenance  
Maintenance Worker II -Maintenance  
Maintenance Worker I -Maintenance  
Maintenance Worker II – Assignment To Building Maintenance  
Maintenance Worker II – Meter Reader

## POSITION DESCRIPTION

**Class Title: Maintenance Worker II – Assignment to Building Maintenance.**

### **General Purpose:**

Performs a variety of routine and complex semi-skilled work in the alteration, repair, and maintenance of city buildings. Performs basic electrical and plumbing tasks. Repair or replace light fixtures, bulbs, ballast, etc. repair or replace plumbing fixtures, sinks, toilets, drinking fountains, painting of buildings, repair or replace door hardware, locks, hinges, etc. Maintains sidewalks, shovel snow, apply ice melt, change HVAC filters. Responsible for Fire Extinguisher service. Ability to make repairs to a variety of equipment i.e. chairs, tables, kitchen equipment, floors, walls, etc. Unstop drains and toilets. Order and maintain supplies for buildings i.e. air filters, light bulbs, ice melt, etc. Keep and maintain building maintenance records. May also be assigned as to the duties of a Maintenance Worker II. This position operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of city water, sewer, streets, storm drains, water treatment, wastewater treatment, sanitary landfill, and parks. This position requires substantial prior experience in public works functions beyond entry level, but not meeting the requirements of Maintenance Worker III.

### **SUPERVISION RECEIVED:**

Works under general supervision of the Maintenance Manager and under direct supervision of the Maintenance Worker III as assigned.

### **SUPERVISION EXERCISED:**

May serve as a lead worker over Maintenance Worker I and seasonal employees.

### **Essential Duties and Responsibilities:**

1. Perform maintenance to city buildings and grounds.
2. Places supply orders for building maintenance.
3. Maintain Fire Extinguisher Service and records.
4. Maintains concise records of building maintenance and supplies.

As Maintenance Worker II Assignment to Maintenance, may also be assigned to:

5. Inspects and/or repairs meters, parks, streets, drainage systems, water and sewer systems at frequent intervals to insure that all aspects of the systems are functioning properly.
6. Determines the locations of gas, telephone, power, television, water, sewer, and storm drains from the appropriate sources prior to excavation.
7. Responds to complaints regarding water leaks, pressure loss or no water; evaluates situation; explains findings to supervisor.
8. Contacts residents and business owners in the area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.

9. Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
10. Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment and materials.
11. Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
12. Performs all duties in conformance to appropriate safety and security standards.
13. Performs required labor involved in construction and maintenance projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.
14. Cuts, fits, lays, repairs, taps, cleans and flushes water mains, pipe, gates and fittings on repair of mains and services and installation of services, fire hydrants and drinking fountains; assists in shutting off broken sections of water mains.
15. Services water supply, sewer lines and pumps.
16. May be assigned to operate light and medium sized construction and power equipment, which may include a water truck, loader, backhoe/loader, jetter/inductor truck, manlift, patching equipment and street sweeper. May occasionally be assigned to operate heavy sized construction equipment, which may include a compactor, and street roller.
17. Operates a variety of equipment used in water, sewer and street maintenance.
18. May be assigned to transport hazardous materials.
19. Each employee may be assigned specific job responsibilities that will dictate their day-to-day work activity. Additional assignments may be given at any time at the discretion of the supervisor.
20. May be assigned to Parks & General Maintenance.
21. May serve on various employee or other committees as assigned.

**Desired Minimum Qualifications:**

*Education and Experience:*

1. Graduation from high school education or GED equivalent, and
2. Two(2) years of experience relating to construction, maintenance, or repair, or
3. Any equivalent combination of education and experience.

**Necessary Knowledge, Skills and Abilities:**

1. Knowledge of building maintenance, electricity, plumbing, HVAC, woodworking, welding and cutting equipment.
2. Some knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
3. Skill in operation of various tools and equipment.
4. Ability to perform heavy manual tasks for extended periods of time.
5. Ability to work safely.
6. Ability to communicate effectively verbally and in writing.
7. Ability to establish and maintain effective working relationships with employees, other departments and the public.
8. Ability to understand and carry out written and oral instructions.

**Special Requirements:**

- 1) Valid State of California Class A Commercial Driver's License.
- 2) Air Brake Endorsement.
- 3) Tanker Endorsement.
- 4) All certifications necessary to perform the work as required.
- 5) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

**Tools and Equipment Used:**

Motorized vehicles and equipment, including water truck, compactor, dump truck, trash compacting equipment, pick up truck, utility truck, backhoe/loader, front end loader, street sweeper, jetter/inductor truck, street roller, manlift, tamper, plate compactor, saws, pumps, aerial propane kettle, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, ditch witch, mobile or portable radio, and phone.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms as well as to stand, walk, talk, hear, sit, climb, balance, stoop, kneel, crouch, and crawl into confined spaces. The employee frequently is required to use sensory perception in the detection of odors.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is required to work in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is frequently exposed to toxic or caustic chemicals and may be exposed to hazardous materials.

The noise level in the work environment is usually loud.

**Probationary Period:**

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

**Agency Shop Requirements:** This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

**Selection Guidelines:**

Formal application, rating of education and experience, oral interview, reference check, and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION

### **Class Title: Maintenance Worker I – Maintenance**

#### **General Purpose:**

Performs a variety of routine and complex semi-skilled work, and operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of city water, sewer, streets, storm drains, water treatment, wastewater treatment, sanitary landfill, and parks. This is an entry-level position in the Department of Public Works.

#### **Supervision Received:**

Works under general supervision of the Maintenance Manager and under direct supervision of the Maintenance Worker III and/or II as assigned.

#### **Supervision Exercised:**

May serve as a lead worker over seasonal employees.

#### **Essential Duties and Responsibilities:**

22. Inspects and/or repairs meters, parks, streets, drainage systems, water and sewer systems at frequent intervals to insure that all aspects of the systems are functioning properly.
23. Determines the locations of gas, telephone, power, television, water, sewer, and storm drains from the appropriate sources prior to excavation.
24. Responds to complaints regarding water leaks, pressure loss or no water; evaluates situation; explains findings to supervisor.
25. Contacts residents and business owners in the area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.
26. Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
27. On occasion, drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment and materials.
28. Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
29. Performs all duties in conformance to appropriate safety and security standards.
30. Performs required labor involved in construction and maintenance projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.

31. Cuts, fits, lays, repairs, taps, cleans and flushes water mains, pipe, gates and fittings on repair of mains and services and installation of services, fire hydrants and drinking fountains; assists in shutting off broken sections of water mains.
32. Services water supply, sewer lines and pumps.
33. May occasionally be assigned to operate light and medium sized construction and power equipment, which may include a water truck, loader, roller, patching equipment, backhoe/front bucket and jetter/inductor truck.
34. Operates a variety of equipment used in water, sewer and street maintenance.
35. May be assigned to transport hazardous materials.
36. Each employee may be assigned specific job responsibilities that will dictate their day-to-day work activity. Additional assignments may be given at any time at the discretion of the supervisor.
37. May be assigned to Parks Maintenance.
38. May serve on various employee or other committees as assigned.

**Desired Minimum Qualifications:**

**Education**

Graduation from high school education or GED equivalent.

**Necessary Knowledge, Skills and Abilities:**

9. Some knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
10. Skill in operation of various tools and equipment.
11. Ability to perform heavy manual tasks for extended periods of time.
12. Ability to work safely.
13. Ability to communicate effectively verbally and in writing.
14. Ability to establish and maintain effective working relationships with employees, other departments and the public.
15. Ability to understand and carry out written and oral instructions.

**Special Requirements:**

- 6) Valid State of California Class A Commercial Driver's License or obtain within 180 days of appointment.
- 7) Air Brake Endorsement, or obtain within 180 days of appointment.
- 8) Tanker Endorsement, or obtain within 180 days of appointment
- 9) All certifications necessary to perform the work as required.
- 10) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

**Tools and Equipment Used:**

Motorized vehicles and equipment used include, but is not limited to: water truck, dump truck, pick up truck, utility truck, backhoe/front bucket, front end loader, jetter/inductor truck, street roller, tamper, plate compactor, saws, pumps, aerial propane kettle, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, ditch witch, mobile or portable radio, and phone.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms as well as to stand, walk, talk, hear, sit, climb, balance, stoop, kneel, crouch, and crawl into confined spaces. The employee frequently is required to use sensory perception in the detection of odors. The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is required to work in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is frequently exposed to toxic or caustic chemicals and may be exposed to hazardous materials.

The noise level in the work environment is usually loud.

**Probationary Period:**

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

**Agency Shop Requirements:** This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

**Selection Guidelines:**

Formal application, rating of education and experience, oral interview, reference check, and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION

### **Class Title: Maintenance Worker II ~ Maintenance**

#### **General Purpose:**

Performs a variety of routine and complex semi-skilled work, and operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of city water, sewer, streets, storm drains, water treatment, wastewater treatment, sanitary landfill, and parks. This position requires substantial prior experience in public works functions beyond entry level, but not meeting the requirements of Maintenance Worker III.

#### **Supervision Received:**

Works under general supervision of the Maintenance Manager and under direct supervision of the Maintenance Worker III as assigned.

#### **Supervision Exercised:**

May serve as a lead worker over Maintenance Worker I and seasonal employees.

#### **Essential Duties and Responsibilities:**

39. Inspects and/or repairs meters, parks, streets, drainage systems, water and sewer systems at frequent intervals to insure that all aspects of the systems are functioning properly.
40. Determines the locations of gas, telephone, power, television, water, sewer, and storm drains from the appropriate sources prior to excavation.
41. Responds to complaints regarding water leaks, pressure loss or no water; evaluates situation; explains findings to supervisor.
42. Contacts residents and business owners in the area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.
43. Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
44. Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment and materials.
45. Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
46. Performs all duties in conformance to appropriate safety and security standards.
47. Performs required labor involved in construction and maintenance projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.

48. Cuts, fits, lays, repairs, taps, cleans and flushes water mains, pipe, gates and fittings on repair of mains and services and installation of services, fire hydrants and drinking fountains; assists in shutting off broken sections of water mains.
49. Services water supply, sewer lines and pumps.
50. May be assigned to operate light and medium sized construction and power equipment, which may include a water truck, loader, backhoe/loader, jetter/inductor truck, manlift, patching equipment and street sweeper. May occasionally be assigned to operate heavy sized construction equipment, which may include a compactor, and street roller.
51. Operates a variety of equipment used in water, sewer and street maintenance.
52. May be assigned to transport hazardous materials.
53. Each employee may be assigned specific job responsibilities that will dictate their day-to-day work activity. Additional assignments may be given at any time at the discretion of the supervisor.
54. May be assigned to Parks Maintenance.
55. May serve on various employee or other committees as assigned.

**Desired Minimum Qualifications:**

*Education and Experience:*

4. Graduation from high school education or GED equivalent, and
5. Two(2) years of experience relating to construction, maintenance, or repair, or
6. Any equivalent combination of education and experience.

**Necessary Knowledge, Skills and Abilities:**

16. Some knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
17. Skill in operation of various tools and equipment.
18. Ability to perform heavy manual tasks for extended periods of time.
19. Ability to work safely.
20. Ability to communicate effectively verbally and in writing.
21. Ability to establish and maintain effective working relationships with employees, other departments and the public.
22. Ability to understand and carry out written and oral instructions.

**Special Requirements:**

- 11) Valid State of California Class A Commercial Driver's License.
- 12) Air Brake Endorsement.
- 13) Tanker Endorsement.
- 14) All certifications necessary to perform the work as required.

- 15) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

**Tools and Equipment Used:**

Motorized vehicles and equipment used include, but is not limited to: water truck, compactor, dump truck, trash compacting equipment, pick up truck, utility truck, backhoe/loader, front end loader, street sweeper, jetter/inductor truck, street roller, manlift, tamper, plate compactor, saws, pumps, aerial propane kettle, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, ditch witch, mobile or portable radio, and phone.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms as well as to stand, walk, talk, hear, sit, climb, balance, stoop, kneel, crouch, and crawl into confined spaces. The employee frequently is required to use sensory perception in the detection of odors.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is required to work in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is frequently exposed to toxic or caustic chemicals and may be exposed to hazardous materials. The noise level in the work environment is usually loud.

**Probationary Period:**

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

**Agency Shop Requirements:** This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

**Selection Guidelines:**

Formal application, rating of education and experience, oral interview, reference check, and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION

### **Class Title: Maintenance Worker III – Maintenance**

#### **General Purpose:**

Performs a variety of routine and complex semi-skilled work, and operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of city water, sewer, streets, storm drains, water treatment, wastewater treatment, sanitary landfill, and parks. This position requires extensive background in public works operation, equipment operation, and supervision.

#### **Supervision Received:**

Works under general supervision of the Maintenance Manager. Position requires a large degree of individual initiative, judgment, and responsibility.

#### **Supervision Exercised:**

Frequently serves as a lead worker over lower level maintenance workers and seasonal employees.

#### **Essential Duties and Responsibilities:**

56. Inspects and/or repairs meters, parks, streets, drainage systems, water and sewer systems at frequent intervals to insure that all aspects of the systems are functioning properly.
57. Determines the locations of gas, telephone, power, television, water, sewer, and storm drains from the appropriate sources prior to excavation.
58. Responds to complaints regarding water leaks, pressure loss or no water; evaluates situation; explains findings to supervisor.
59. Contacts residents and business owners in the area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.
60. Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
61. Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment and materials.
62. Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
63. Performs all duties in conformance to appropriate safety and security standards.
64. Performs required labor involved in construction and maintenance projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.

65. Cuts, fits, lays, repairs, taps, cleans and flushes water mains, pipe, gates and fittings on repair of mains and services and installation of services, fire hydrants and drinking fountains; assists in shutting off broken sections of water mains.
66. Services water supply, sewer lines and pumps.
67. Will be assigned to operate light, medium, and heavy sized construction and power equipment, which may include, but is not limited to, a water truck, loader, backhoe/loader, jetter/inductor truck, street sweeper, manlift, compactor, patching equipment, street roller, grader, scraper, and bulldozer.
68. Operates a variety of equipment used in water, sewer and street maintenance.
69. May be assigned to transport hazardous materials.
70. Each employee may be assigned specific job responsibilities that will dictate their day-to-day work activity. Additional assignments may be given at any time at the discretion of the supervisor.
71. May be assigned to Parks Maintenance.
72. May serve on various employee or other committees as assigned.

**Desired Minimum Qualifications:**

*Education and Experience:*

7. Graduation from high school education or GED equivalent, and
8. Two(2) years of experience relating to construction, maintenance, or repair, or
9. Any equivalent combination of education and experience.

**Necessary Knowledge, Skills and Abilities:**

23. Knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
24. Skill in operation of various tools and equipment.
25. Ability to perform heavy manual tasks for extended periods of time.
26. Ability to work safely.
27. Ability to communicate effectively verbally and in writing.
28. Ability to establish and maintain effective working relationships with employees, other departments and the public.
29. Ability to understand and carry out written and oral instructions.

**Special Requirements:**

- 16) Valid State of California Class A Commercial Driver's License.
- 17) Air Brake Endorsement.
- 18) Tanker Endorsement.
- 19) All certifications necessary to perform the work as required.

- 20) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

**Tools and Equipment Used:**

Motorized vehicles and equipment used include, but is not limited to: water truck, compactor, dump truck, trash compacting equipment, pick up truck, utility truck, backhoe/loader, front end loader, street sweeper, jetter/inductor truck, street roller, manlift, tamper, plate compactor, saws, pumps, aerial propane kettle, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, ditch witch, mobile or portable radio, and phone.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms as well as to stand, walk, talk, hear, sit, climb, balance, stoop, kneel, crouch, and crawl into confined spaces. The employee frequently is required to use sensory perception in the detection of odors.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is required to work in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is frequently exposed to toxic or caustic chemicals and may be exposed to hazardous materials. The noise level in the work environment is usually loud.

**Probationary Period:**

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

**Agency Shop Requirements:** This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

**Selection Guidelines:**

Formal application, rating of education and experience, oral interview, reference check, and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION

### **Maintenance Worker II – Public Works Assignment to Parks**

#### GENERAL PURPOSE:

Performs a variety of semi-skilled technical and maintenance work in the operation, maintenance, and repair of the parks. May be assigned to assist in the repair, maintenance, and replacement of City water, sewer, streets, storm drainage facilities and systems, water treatment and wastewater treatment.

#### SUPERVISION RECEIVED:

Works under general supervision of the Maintenance Manager and under direct supervision of the Maintenance Worker III as assigned.

#### SUPERVISION EXERCISED:

May serve as a lead worker over Maintenance Worker I and seasonal employees.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

Maintain plantings and grounds, recreation and play areas, and irrigation systems; unlock and open gates to parks; mows lawns, hauls garbage, often heavy lifting up to 100 lbs.; assists with irrigation repairs including sprinklers, lines, valves, clocks, etc.; rakes, performs pick and shovel work, paints, performs carpentry tasks, does concrete work, performs plumbing, operates chainsaws as may be necessary for pruning trees and shrubs, assembles equipment. Maintains swimming pool; clean filters; checks and maintains water quality. Coordinates park reservations and special requests, may respond to inquiries from the general public. Employee may be assigned specific job responsibilities that will dictate the day-to-day work activity. Additional assignments may be given at any time at the discretion Maintenance Manager to perform other duties within the Department of Public Works within the scope of duties of the Maintenance Worker II.

During winter months will be frequently assigned to general duties of Maintenance Worker II - Public Works Maintenance.

#### DESIRED MINIMUM QUALIFICATIONS:

##### Education and Experience:

- Graduation from high school or GED equivalent.
- Some experience in parks construction and/or maintenance
- Any equivalent combination of education and experience.

#### **Special Requirements:**

- 21) Valid State of California Class A Commercial Driver's License.
- 22) Air Brake Endorsement.
- 23) Tanker Endorsement.
- 24) All certifications necessary to perform the work as required.
- 6) Qualified Applicators Certificate for application of pesticides.

- 7) Certified Pool Operators License.
- 8) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

Necessary knowledge, skills and abilities:

- General knowledge of equipment, facilities, materials, methods and procedures used in maintenance and operation of parks and public works.
- Ability to repair, operate, and maintain varied mechanical and electrical equipment.
- Ability to work safely; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, other departments and the public; ability to understand and carry out written and oral instructions.
- This classification requires the use of a City vehicle while conducting City business. In order to drive, individuals must be physically capable of operating the vehicles safely and must possess an appropriate valid California motor vehicle operator's license.

**TOOLS AND EQUIPMENT USED:**

Motor vehicles, manlift, generators, pumps, gauges, common hand and power tools, shovels, wrenches, detection devices, mobile radio, phone, electrical diagnostic equipment, and a variety of landscape maintenance equipment.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and to reach with hands and arms. The employee frequently is required to stand for long periods of time, walk, talk, hear, sit, climb, balance, stoop, kneel, crouch, crawl, and smell.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee often works in outside adverse weather conditions. The employee occasionally works near moving mechanical parts. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is occasionally exposed to toxic or caustic chemicals.

The noise level in the work environment is usually moderately loud.

Agency Shop Requirements: This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

**PROBATIONARY PERIOD:**

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

POSITION DESCRIPTION  
**Maintenance Worker I – Public Works Assignment to Parks**

**GENERAL PURPOSE:**

Performs a variety of semi-skilled technical and maintenance work in the operation, maintenance, and repair of the parks. May be assigned to assist in the repair, maintenance, and replacement of City water, sewer, streets, storm drainage facilities and systems, water treatment and wastewater treatment.

**SUPERVISION RECEIVED:**

Works under general supervision of the Maintenance Manager and under direct supervision of the Maintenance Worker III and/or II as assigned.

**SUPERVISION EXERCISED:**

May serve as a lead worker over seasonal employees.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Maintain plantings and grounds, recreation and play areas, and irrigation systems; unlock and open gates to parks; mows lawns, hauls garbage, often heavy lifting up to 100 lbs.; assists with irrigation repairs including sprinklers, lines, valves, clocks, etc.; rakes, performs pick and shovel work, paints, performs carpentry and plumbing tasks, does concrete work, operates chainsaws as may be necessary for pruning trees and shrubs, assembles equipment. Employee may be assigned specific job responsibilities that will dictate the day-to-day work activity. Additional assignments may be given at any time at the discretion Maintenance Manager to perform other duties within the Department of Public Works within the scope of duties of the Maintenance Worker I.

During the winter months may be frequently assigned to general duties of Maintenance Worker I - Public Works Maintenance.

**DESIRED MINIMUM QUALIFICATIONS:**

Education and Experience:

- Graduation from high school or GED equivalent.
- Some experience in parks construction and/or maintenance
- Any equivalent combination of education and experience.

**Special Requirements:**

- 25) Valid State of California Class A Commercial Driver's License, or obtain within 180 days of appointment.
- 26) Air Brake Endorsement, or obtain within 180 days of appointment.
- 27) Tanker Endorsement, or obtain within 180 days of appointment.
- 28) All certifications necessary to perform the work as required.
- 29) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

Necessary knowledge, skills and abilities:

- General knowledge of equipment, facilities, materials, methods and procedures used in maintenance and operation of parks.
- Ability to repair, operate, and maintain varied mechanical and electrical equipment.
- Ability to work safely; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, other departments and the public; ability to understand and carry out written and oral instructions.
- This classification requires the use of a City vehicle while conducting City business. In order to drive, individuals must be physically capable of operating the vehicles safely and must possess an appropriate valid California motor vehicle operator's license.

#### TOOLS AND EQUIPMENT USED:

Motor vehicles, generators, pumps, gauges, common hand and power tools, shovels, wrenches, detection devices, mobile radio, phone, electrical diagnostic equipment, and a variety of landscape maintenance equipment.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and to reach with hands and arms. The employee frequently is required to stand for long periods of time, walk, talk, hear, sit, climb, balance, stoop, kneel, crouch, crawl, and smell.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee often works in outside adverse weather conditions. The employee occasionally works near moving mechanical parts. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, risk of electrical shock, and vibration. The employee is occasionally exposed to toxic or caustic chemicals. The noise level in the work environment is usually moderately loud.

**AGENCY SHOP REQUIREMENTS:** This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

#### PROBATIONARY PERIOD:

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION

Class Title: Maintenance Worker II – Assignment as Water Meter Reader.

### **General Purpose:**

Performs a variety of semi-skilled maintenance work primarily pertaining to reading and maintaining water meters. May be assigned to assist in the repair, maintenance, and replacement of City water, sewer, streets, storm drainage facilities and systems, water treatment, wastewater treatment, and maintenance of parks.

### **Supervision Received:**

Works under the supervision of the Maintenance Manager or designated crew leader. Frequently works alone while reading water meters.

### **Essential Duties and Responsibilities:**

1. Reads, inspects, maintains, and repairs water meters.
2. Inspects and/or repairs booster pumping stations, reservoir, meters, streets, drainage systems, water and sewer systems at frequent intervals to insure that all aspects of the systems are functioning properly.
3. Maintains a variety of records relating to inspections, maintenance activity, water supply, consumption, etc.
4. Responds to complaints regarding water leaks, pressure loss or no water; evaluates situation; explains findings to supervisor.
5. Contacts residents and business owners in the area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.
6. Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
7. Determines that locations of gas, telephone, power, television, water and sewer lines from the appropriate sources prior to excavation.
8. Drives trucks of various sizes and weights in the loading, hauling and unloading of various equipment and materials.
9. Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
10. May occasionally be assigned to operate light and medium-sized construction and power equipment, which may include a water truck, loader, backhoe/front end, jetter/inductor truck, street sweeper, patching equipment, street roller, and dump truck.
11. Performs all duties in conformance to appropriate safety and security standards.
12. Performs required labor involved in construction and maintenance projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying and backfilling.
13. Cuts, fits, lays, repairs, taps, cleans and flushes water mains, pipe, gates and fittings on repair of mains and services and installation of services, fire hydrants and drinking fountains; assists in shutting off broken sections of water mains.
14. May assist in the training of lower level employees to increase their skills in the maintenance, construction and repair of water, sewer, street, and storm drainage facilities.

15. Services water supply, sewer lines, and pumps.
16. Operates a variety of power construction and maintenance equipment used in the water, sewer, street, parks and landfill departments. Each employee may be assigned specific job responsibilities that will dictate their day-to-day work activity. Additional assignments may be given at any time at the discretion Maintenance Manager to perform other duties within the public works department within the scope of duties of the Maintenance Worker II.
17. May serve on various employee or other committees as assigned.

**Desired Minimum Qualifications:**

*Education and Experience:*

10. Graduation from high school education or GED equivalent, and
11. Two(2) years of experience relating to construction, maintenance, or repair, or
12. Any equivalent combination of education and experience.

**Necessary Knowledge, Skills and Abilities:**

1. Ability to accurately read water meters and record readings.
2. Knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities.
3. Skill and knowledge in operation of various tools and equipment.
4. Some skill in operation of heavy, power driven equipment.
5. Ability to perform heavy manual tasks for extended periods of time.
6. Ability to work safely.
7. Ability to communicate effectively verbally and in writing.
8. Ability to establish and maintain effective working relationships with employees, other departments and the public.
9. Ability to understand and carry out written and oral instructions.

**Special Requirements:**

- 30) Valid State of California Class A Commercial Driver's License.
- 31) Air Brake Endorsement.
- 32) Tanker Endorsement.
- 33) All certifications necessary to perform the work as required.
- 34) Pass a medical examination and mandatory drug and alcohol screenings required for licensing and work assignment.

**Tools and Equipment Used**

Motorized vehicles and equipment, including water truck, dump truck, pickup truck, utility truck, street sweeper, jetter/inductor truck, street roller, loader, manlift, tamper, plate compactor, saws, pumps, aerial propane kettle, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, mobile radio, phone, ditch witch.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to frequently walk.

The employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms as well as to stand; walk; talk; hear; sit; climb; balance; stoop; kneel; crouch; and crawl into confined spaces. The employee frequently is required to stand and talk or hear. The employee must frequently lift concrete and steel water meter covers, frequently lift and/or move up to 30 pounds, and occasionally lift and or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is required to work in outside weather conditions and work alone. The employee works near moving and mechanical parts and is frequently exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, and risk of electrical shock. The employee may be exposed to toxic or caustic chemicals. The noise level in the work environment is occasionally loud.

**Probationary Period:**

Employees serve a probationary period of six months. During the probationary period the employee may be terminated without cause or recourse. The probationary period may be extended with the consent of the City Manager.

**Agency Shop Requirements:** This job classification is represented by the Yreka Employees' Association, the employees of which are required, as a condition of employment, to either join the union and pay union dues or pay an equivalent service fee.

**Selection Guidelines:**

Formal application; rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I hereby acknowledge receipt of this job description and understand all requirements related to this position.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**Appendix A**  
**City of Yreka**  
**2013-14 Salary Schedules**  
**Monthly Salary**  
**Yreka City Employees Association**  
**(valid through 12/31/2014)**

SALARY SCHEDULE												Factor	Prior	10-YR YCEA	
FISCAL YEAR 2013-14												Hourly	Year	LONGEVITY	
JOB TITLE	UNIT	COLA	JOB#	RANGE	Range	BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
ACCOUNT CLERK I	YCEA	1.07	31	1088	1303	2,111	2,259	2,372	2,491	2,616	2,747	2,884	3,028		
ACCOUNT CLERK II	YCEA	1.07	32	1247	1494	2,420	2,589	2,718	2,854	2,997	3,147	3,304	3,469		
MAINTENANCE WORKER I	YCEA	1.07	312	1028	1231	1,994	2,134	2,241	2,353	2,471	2,595	2,725	2,861		
MAINTENANCE WORKER II	YCEA	1.07	311	1247	1494	2,420	2,589	2,718	2,854	2,997	3,147	3,304	3,469		
MAINTENANCE WORKER III	YCEA	1.07	310	1345	1612	2,611	2,794	2,934	3,081	3,235	3,397	3,567	3,745		
MAINTENANCE LEAD PERSON	YCEA	1.07	302	1409	1687	2,733	2,924	3,070	3,224	3,385	3,554	3,732	3,919		
MAINTENANCE SPECIALIST	YCEA	1.07	320	1409	1687	2,733	2,924	3,070	3,224	3,385	3,554	3,732	3,919		
FACILITIES AND MAINT. TECHNICIAN	YCEA	1.07	322	1413	1693	2,742	2,934	3,081	3,235	3,397	3,567	3,745	3,932		
WASTE WATER MAINT. CLASS I	YCEA	1.07	332	1277	1529	2,477	2,650	2,783	2,922	3,068	3,221	3,382	3,551		
WASTE WATER MAINT. CLASS II	YCEA	1.07	331	1409	1687	2,733	2,924	3,070	3,224	3,385	3,554	3,732	3,919		
CLASS II W/H2O TREATMENT CERT	YCEA	1.07	333	1479	1771	2,869	3,070	3,224	3,385	3,554	3,732	3,919	4,115		
WASTE WATER MAINT. CLASS III	YCEA	1.07	330	1667	1997	3,235	3,461	3,634	3,816	4,007	4,207	4,417	4,638		
CLASS III W/H2O TREATMENT CERT	YCEA	1.07	334	1750	2096	3,395	3,633	3,815	4,006	4,206	4,416	4,637	4,869		
WATER MAINTENANCE CLASS I	YCEA	1.07	335	1277	1529	2,477	2,650	2,783	2,922	3,068	3,221	3,382	3,551		
WATER MAINTENANCE CLASS II	YCEA	1.07	336	1409	1687	2,733	2,924	3,070	3,224	3,385	3,554	3,732	3,919		
WATER MAINTENANCE CLASS III	YCEA	1.07	337	1667	1997	3,235	3,461	3,634	3,816	4,007	4,207	4,417	4,638		
MECHANIC	YCEA	1.07	352	1345	1612	2,611	2,794	2,934	3,081	3,235	3,397	3,567	3,745		
SR MECHANIC	YCEA	1.07	351	1409	1687	2,733	2,924	3,070	3,224	3,385	3,554	3,732	3,919		

Approved:

  
City Manager

Effective Date 9-1-96

**CITY OF YREKA  
POLICIES AND PROCEDURES**

**OVERTIME/OUT OF CLASS/  
STANDBY PAY POLICIES FOR  
MISCELLANEOUS CITY EMPLOYEES**

**I. Call out/overtime pay:**

Policy:

- a. Call out will be compensated at the rate of 1 ½ times regular pay for all hours including the two-hour minimum. Compensation shall be either payment or compensatory time at the option of the employee.
- b. Overtime as an extension of the regular work day will be at the rate of 1 ½ times the regular rate of pay for each hour worked (no minimum.)
- c. An employee who is off for vacation or sick leave during the regular work day will be credited as if it were a regular worked eight-hour day. For the purpose of computing overtime payment, this means that even when an ~~employee is off, the overtime pay will be the same as if he or she was on~~ the job for a full eight hours.

**II. Out of Class Pay:**

Policy:

When an employee works at a higher class, he or she will be paid at 5% above the current regular salary or at step A of the higher pay range, whichever is greater.

**III. Stand by Pay:**

Policy:

Standby pay will be paid at the rate of \$50 per full 24 hour standby period and \$25.00 for less than a 24-hour standby period. To qualify for standby pay, an employee must be specifically assigned to standby duty on his or her regular day off.

Appendix C  
CITY OF YREKA - POLICY AND PROCEDURES  
CATASTROPHIC LEAVE POLICY

The City Manager may approve employee request(s) for Catastrophic Leave. Catastrophic illness or injury is a severe illness or injury where the employee is expected to be incapacitated for a minimum of sixty (60) days after he/she has fully exhausted all of his/her accumulated paid leave time (e.g., sick leave, vacation, holiday, and CTO). Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, or legally dependent child because the employee is expected to be off work specifically to care for their spouse or legally dependent child for a minimum of sixty (60) days after the employee has exhausted all of his/her accumulated paid leave. An employee's job related illness or injury subject to workers' compensation coverage shall not be eligible for this catastrophic leave provision. This leave does not extend any Family-Medical Leave Act and California Family Rights Act, and is to run concurrently with any such benefit.

The City Manager may request medical documentation stating the employee is unable to perform their job and return to work. The City Manager may request documentation that the family (member) is still injured or ill. The decision of the City Manager may not be appealed, nor will any decision of the City Manager relative to Catastrophic Leave establish a precedent of any kind.

Purpose:

The purpose of this policy is to provide a means by which employees of the City may donate their accrued compensatory time, vacation leave, or sick leave to a co-employee who has suffered a catastrophic injury or illness and has inadequate paid leave available during the expected duration of the injury or illness.

Donation of Compensatory Time:

Any employee may donate all or any part of their accrued compensatory time to a co-employee who has suffered a catastrophic injury or illness.

Donation of Vacation Leave:

Any City employee may donate accrued vacation leave to a co-employee who has suffered a catastrophic injury or illness provided, however, the contributing employee shall maintain a balance of accrued vacation of not less than 40 hours.

Donation of Sick Leave:

Any employee may donate sick leave to a co-employee who has suffered a catastrophic injury or illness **up to 5 days accrued sick leave** provided, however, any such contributing employee shall maintain at least 12 days of accrued sick leave for their own use. The contribution of sick leave is limited to one donation per co-employee per 12-month period so as to assure that the

contributing employee maintains their own sick leave account in the event they suffer a catastrophic injury or illness.

Procedure:

Donations shall be made pursuant to the approval of the City Manager. The employee receiving the leave will be paid at their normal rate of pay. Hours donated will be applied in the order in which they are received by the Finance Director and any excess donations not utilized will be credited back to the donor.

CATASTROPHIC LEAVE  
DONATION FORM

Name of contributing employee: \_\_\_\_\_

Name of co-employee to which donation is made: \_\_\_\_\_

Type of Donation:

Compensatory time # of hours donated \_\_\_\_\_

Vacation leave # of hours donated \_\_\_\_\_  
*Employee must maintain **40 hours** vacation leave after donation.*

Sick leave # of hours donated \_\_\_\_\_  
*No more than 5 days may be donated per 12-month period.  
Employee must maintain 12 days sick leave after donation.*

\_\_\_\_\_  
Signature of employee

Date: \_\_\_\_\_

Approved by \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

THIS FORM IS A CONFIDENTIAL DOCUMENT  
ALL DONATIONS WILL REMAIN ANONYMOUS

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING EXECUTION OF MEMORANDUM OF UNDERSTANDING  
SIGNED BY THE YREKA CITY EMPLOYEES ASSOCIATION**

WHEREAS, the City Council of the City of Yreka, a municipal corporation, pursuant to California Government Code Section 3500, et seq., enacted an Employer-Employee Relations policy with its adoption of Resolution No. 1436 on April 16, 1978; and,

WHEREAS, the City Manager and representatives for Yreka City Employees Association have met and conferred in good faith; and,

WHEREAS, these parties have reached agreement as of February 25, 2014, on matters relating to the employment conditions of said employees as reflected by the written Memorandum of Understanding and;

WHEREAS, this Council finds that the provisions and agreements contained in the Memorandum of Understanding are fair and proper and in the best interests of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YREKA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Memorandum of Understanding is hereby approved and the City Manager or designee is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by the City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 3. The City Manager, the Finance Director, and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

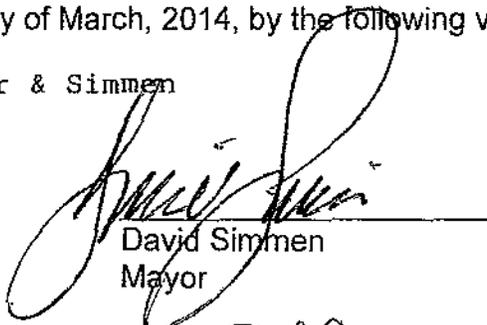
Section 4. It is further resolved, if any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless

of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

Section 5. This resolution shall take effect immediately upon its passage.

Passed and adopted this 6th day of March, 2014, by the following vote:

AYES: Bicego, McNeil, Mercier & Simmen  
NAYS: None  
ABSENT: Foster



David Simmen  
Mayor



Attest: \_\_\_\_\_  
City Clerk

approving mgmt mou dated 1\_17\_14