

Amendment No. 1

to

2000 - 2004

MEMORANDUM

OF

UNDERSTANDING

Between

PARADISE IRRIGATION DISTRICT

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 1245

Amendment No. 1 to

MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING is jointly prepared by the designated representatives of the PARADISE IRRIGATION DISTRICT and the representatives of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION, LOCAL 1245.

WITNESSETH THAT:

I. THE PARADISE IRRIGATION DISTRICT, hereinafter referred to as District, is a public agency within the meaning of Section 3501(c) of the Government Code of the State of California.

II. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION, LOCAL 1245, hereinafter referred to as IBEW, has been formally acknowledged by the District Board of Directors as the exclusive recognized employee organization within the meaning of Section 3501(b) of the Government Code of the State of California, representing certain employees of the District on matters of employer-employee relations regarding wages, hours and conditions of employment, subject to the provisions of the Government Code of the State of California.

III. The representatives of the District and IBEW have met and conferred, in good faith, Amendment No. 1 regarding “Interim Distribution Certification”, “Payment of certification, fees, testing, etc., and “Requirements and Duties” of Standby Personnel, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters within the scope of representation.

IV. As a result of such meeting and conferring the representatives of both parties have reached agreement as follows:

1. AMENDMENT: ARTICLE IV “Wages and Other Terms and Conditions of Employment” of the “Rules and Regulations Governing Employment Conditions, Salaries and Benefits for Employees of Paradise Irrigation District” dated July 1, 2000 – June 30, 2004 is hereby amended by adding the following:

a. Change Water Distribution System Operators identification to Grades D-1, D-2, D-3, D-4.

b. Add to Section A. “Wages and Hours” Item 11.:

“Interim Distribution Certification

Beginning January 1, 2002 positions requiring State of California interim Distribution Certification will be paid for the certification as follows:

Interim D-1 Certification:

\$.09 per hour additional, and upon successfully completing the State of California D-1 Certification test the full certification pay allowed a D-1 Certification.

Interim D-3 Certification

Full pay for State of California D-3 Certification.

- c. Revise Section A. “Wages and Other Terms and Conditions of Employment” Item 15. “Payment of certification, fees, testing, etc.” as follows:

a. CERTIFICATION RENEWAL PAY

The District will pay for Certification renewals for all regular full time employees holding the following Certifications: Distribution Operator, Treatment Plant Operator, Backflow Tester.

b. JOB RELATED TRAINING (CONTACT HOURS)

The District will pay for any job-related training, i.e. (contact hours as defined in Title 22 Code of Regulations, Division 4, Environmental Health, Chapter 13 Operator Certification), authorized for any position including transportation, housing, wages and meals.

c. EDUCATIONAL COURSES (SPECIALIZED TRAINING)

Individuals preparing for and taking tests for certification, i.e. (Specialized Training as defined in Title 22 Code of Regulations, Division 4, Environmental Health, Chapter 13 Operator Certification), will pay for the tuition, testing, and books, and upon successful completion of classes and/or testing will be reimbursed for the costs incurred. All hours required to complete the course will be at the employee’s expense. Any course taken through an Accredited Academic Institution such as Sacramento State University or the AWWA Water College will be considered as an educational course but may be used to satisfy contact hours.

d. CERTIFICATION TESTING TIME OFF COMPENSATION

The District will provide time off work with pay for an employee taking a certification or certification renewal test during normal working hours. If the employee fails to pass the test, the employee may be required to use vacation or compensatory time off to retake the test.

e. EDUCATIONAL COURSE REIMBURSEMENT

Any employee taking an educational course that is relevant to their job will be reimbursed for that course upon successful completion. Time spent attending classes and studying will be at the employee’s expense.

f. CONTACT HOURS

Those personnel required to have a specified Certification for their position will be compensated for their Contact Hour Training as defined in section 15. b. JOB RELATED TRAINING.

Those personnel NOT required to have a specified Certification for their position but holding a certification will be compensated for their Contact Hours as defined in section 15. e. EDUCATIONAL COURSES.”

- d. Add to Section C “Standby Duty” as follows:

“REQUIREMENTS AND DUTIES

Requires the possession of State of California Water Distribution Operator Certification Grade D-1.

Responds to emergency calls concerning leaks, alarms at District facilities, pressure complaints, no water complaints, water quality complaints, pump failures. Determines necessary action, whether repairs are needed immediately or not. Assembles necessary crewmembers if repairs are necessary, helps to coordinate and assists with repairs. Collects funds on delinquent payments and turns on water meters. Assists Town fire department in the event of high fire flow demands. And performs other emergency standby duties as necessary.

2. FULL AGREEMENT. The District and IBEW mutually agree that this Amendment No. 1 to the Memorandum of Understanding shall be in full settlement of all issues which were, could have been, or may be subject of meeting and conferring. It is further agreed that none of such issues shall be subject to meeting and conferring during the term of this Memorandum of Understanding unless by mutual consent in writing or by procedures expressly allowing same stated in this Memorandum of Understanding.

WHEREFORE, this Memorandum of Understanding is signed and forwarded to the District's Board of Directors this _____ day of April, 2002.

Ray Auerbach
District Manager, PID

Kit Stice
Business Representative, IBEW #1245

Keith O'Brien
Shop Steward, IBEW #1245

Laura Capra
Negotiating Committee, IBEW #1245

Gerald Linville
Negotiating Committee, IBEW #1245