

**COMPREHENSIVE**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**  
**AND**  
**LOCAL UNION 1245**  
**OF**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL**  
**WORKERS**  
**AFL-CIO**  
**JANUARY 1, 2013 – DECEMBER 31, 2016**

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COMPREHENSIVE MEMORANDUM OF UNDERSTANDING  
OF THE  
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

This Comprehensive Memorandum of Understanding (hereinafter "Memorandum "or "MOU") executed by and between the designated representatives of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT, a State agency of the State of California (hereinafter "District") and LOCAL UNION 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter I.B.E.W.) constitutes the results of meeting and conferring in good faith as prescribed by Section 3505 of the Government Code of the State of California. The salaries, fringe benefits and working conditions set forth in this Memorandum have been mutually agreed upon by the District and the signatories hereto who represent said parties and shall continue in effect until, by mutual agreement of both parties, they are terminated, amended or superseded by a subsequent Memorandum of Understanding. This agreement contains the collective results of the District and I.B.E.W. negotiations for the duration of representation by I.B.E.W. After the expiration date, only those terms and conditions which survive by virtue of the Meyers Milias Brown Act (and court interpretations thereof) shall survive for a reasonable period of time to afford the parties hereto the opportunity to meet and confer with regard to said terms and conditions.

The District is engaged in the operation of a water treatment plant and the operation and maintenance of ditches, canals, and waterways for the purpose of supplying water for agricultural purposes and may provide other services during the term of this Agreement, which require continuous operation. It is agreed that the obligation to provide these and other services that the District may elect to provide during the term of this M.O.U. rests upon both the District and its Employees.

The purpose of this Memorandum of Understanding is to provide and facilitate effective services to the public and to provide for a fair and equitable system of personnel management in District service. This Memorandum of Understanding is intended to set forth in detail those procedures which insure fair treatment for Employees and define the obligation, rights, privileges, benefits, and prohibitions placed upon Employees of the District.

All conflicting rules, regulations, administrative orders and procedures issued prior to publication of this Memorandum of Understanding are superseded and canceled. It is not the intent of those rules, regulations, administrative orders and procedures to conflict with this Memorandum of Understanding now in affect or with any future Memorandum of Understanding. It is agreed as follows:

**1. RECOGNITION**

The District formally recognizes Local Union 1245 of the International Brotherhood of Electrical Workers as the exclusive recognized organization pursuant to Section 3501 (b) of the California Government Code for all District Employees except managerial, supervisory and confidential employees.

## 2. COMPENSATION

### 2.1 WAGE RATES

- I. Implement use of a five step salary schedule in the Irrigation Department using the following rules of use:
  - (1) Each classification has an applicable range consisting of five, five percent steps.
  - (2) All new employees will enter their probationary period at the base salary of the range applicable to the job. The employee's manager may recommend to the General Manager elevation in the entry level step to compensate for education and experience. District employees promoting to a classification with a higher salary range shall enter into the classification at the nearest higher wage rate. An employee voluntarily demoting to a position in a classification with a lower salary range than the classification which he/she formerly occupied shall receive the nearest lower wage rate in the new salary range as of the date upon which the demotion became effective.
  - (3) All employees shall be eligible for a merit step increase to the next step in pay range every twelve months until the end of his or her pay range, if the General Manager finds that the employee's manager has determined that such employee's job performance satisfies the departmental standards relating to such employee. Employees denied a merit increase will be eligible for reconsideration 3 months and 6 months following their initial review date. Employees denied a merit step increase for 3 or 6 months will nonetheless be eligible for their next step increase on their anniversary date upon obtaining a satisfactory review. Employees off work due to illness or injury will not have their step increase date adjusted if the period of absence is less than six months.
  - (4) Upon recommendation of the Employee's manager and approval by the General Manager, any employee may be given an administrative raise to the next step in range, but not more than one in eighteen (18) months. The administrative raise is not a right but may be given for outstanding service.
  - 5) The salary step progression for employees hired prior to the ratification of this Agreement shall be covered by the salary step progression contained in the previous Agreement.
- II. Implement the Compensation Survey effective 1/1/13.
  - A. The following classifications will be adjusted upward to the survey median:

Administrative Secretary	4.62%
Admin. Asst. WTP	15.79%
Division Manager	6.84%
Electrical Tech. II	5.10%
Foreman II	11.36%
MDC Operator	1.36%
SCADA Technician	4.89%
Water Conservation Coordinator	8.69%

Employee classified as Equipment Service Worker reclassified as Warehouseman resulting in an upward adjustment from \$25.93/hour to \$27.94/ hour or 7.75%. District will meet and confer regarding new job description.

## **B. WAGE INCREASE SCHEDULE**

After making the adjustments in A. above:

- i. Effective with the beginning of the first pay period including January 1, 2013 increase all wage rates and steps by 3%.
  - ii. Effective with the beginning of the first pay period that includes January 1, 2014 wage rates shall be increased by the annual change in the California CPI for urban wages earners and clerical workers for the period from October 2012 to October 2013. The amount of such increase shall not be less than 3.0% nor more than 4%.
  - iii. Effective with the beginning of the first pay period that includes January 1, 2015 wage rates shall be increased by the annual change in the California CPI for urban wages earners and clerical workers for the period from October 2013 to October 2014. The amount of such increase shall not be less than 3.0% nor more than 4%.
  - iv. Effective with the beginning of the first pay period that includes January 1, 2016 wage rates shall be increased by the annual change in the California CPI for urban wages earners and clerical workers for the period from October 2014 to October 2015. The amount of such increase shall not be less than 3.0% nor more than 4%.
- C. A list of jobs classifications and applicable rates of compensation is maintained on file in the District office.

## **2.2 HOURS**

A. Except as otherwise provided, a work week is defined to consist of seven (7) consecutive calendar days, and a basic work week is defined to consist of five (5) work days of eight (8) hours each. The days in the basic work week shall be known as work days and the other days in the work week shall be known as non-work days. Employees may be scheduled to work more or less than five (5) days per week or for more or less than eight (8) hours per day, but in any such event the basic work week shall continue to be as defined. Except as otherwise provided, the basic work week shall be from Monday through Friday.

B. Office, clerical, and technical Employees may, by mutual agreement between their Supervisor and the Employee directly involved, substitute other hours of work, provided they are established during the same work week. If such agreement results in the Employee working more than 8 hours in a work day but no more than 40 hours in the work week the Employee will not be entitled to overtime pay as may be provided elsewhere in this Agreement.

C. Alternative Work Schedules (AWS) may be implemented on a department by department basis with agreement between the District and the Union.

D. Employees engaged in the distribution of irrigation water will have a work week from 0600 hours Sunday through 0600 the following Sunday and will work eleven (11) hour shifts of six (6) days on and two (2) days off, during the irrigation season. Employees engaged in the distribution of irrigation water will receive unpaid time-off or days off during the irrigation season as follows:

1. During a normal irrigation season, periods of unpaid time-off shall be for two (2) consecutive days and, except at the beginning and end of the season, and further, except when interrupted by the pre-scheduled six (6) day vacation block taken by the Full-Time Division Manager/DitchtenderRelief person at approximately mid-season, they shall be scheduled to occur once every eight (8) days. At the beginning of a normal irrigation season the first four (4) of such Employees shall be scheduled to receive their unpaid time-off period at about six (6) days after irrigation deliveries begin. A schedule indicating "unpaid time-off" for these positions shall be posted by the Water Superintendent within ten (10) working days after the Board of Directors sets the time for irrigation deliveries to begin.

2. Should drought, dry, or other special circumstances be declared by the Board of Directors, the irrigation runs may be conducted without posting a schedule of "unpaid time-off" provided such Employees are given unpaid time-off in between or following the so designed irrigation runs.

### **2.3 OVERTIME**

A. Except as provided in Section 2.2 B, all District Employees who are paid on an hourly basis shall be paid overtime at the rate of 1-1/2 times the hourly rate for all hours worked beyond eight (8) per shift.

The District reserves the right to establish four (4) ten (10) hour days as the workweek with overtime paid at 1-1/2 times the hourly rate for all hours worked beyond ten (10) hours per shift, subject to meeting and conferring with the Union.

B. Any Employee called back to the job after the conclusion of the Employee's normal workday shall receive credit for actual time worked but not less than two hours credit for each time the Employee is called back.

C. Any Employee covered by this Agreement may choose to accept Compensatory Time Off (CTO) in lieu of cash compensation for earned overtime. The maximum accumulation of CTO is 120 hours. Employees engaged in the distribution of irrigation water shall be limited to 40 hours accumulation of CTO during the irrigation season. CTO will be granted at the rate of one and one-half (1-1/2) hours of time off for each hour of overtime earned. Any CTO hours in excess of 120 hours at the end of a calendar year will be paid.

### **2.4 RATE OF PAY/OUT OF CLASS PAY**

A. Hourly employees of the District shall be compensated at the rate of pay established for the respective classifications; provided however, that if an employee is assigned to one or more other classifications with a higher rate of pay he must work a minimum of two (2) hours, cumulative, in the higher classification in order to receive the higher rate of pay for actual hours worked in the higher classification.

B. For those employees within the Shop and Field Maintenance Departments, a summary of all time sheets will be posted on the following work day so that the employees may check to insure that the rate of pay he is to be paid for is consistent with the work performed on that day.

C. Office, Clerical, and technical employees of the District shall be compensated at the rate of pay established for the respective classifications; however, if such an employee works in a classification with a higher rate of pay for two days in a pay period he/she will be compensated for all hours worked at the higher rate.

D. Employees assigned to Division Manager/Ditchtender Relief full time relief duties shall be paid the same hourly wages as a Ditchtender, but at the "current" pay step rate of such employee so assigned. If the person works over eight (8) hours on duties other than Division Manager/Ditchtender relief-full time relief, the overtime rate will be equated to the job he has performed.

E. When an employee is temporarily assigned to assist a Division Manager/Ditchtender in the distribution of irrigation water, the employee shall be compensated at the hourly rate of pay for the Laborer classification for all hours worked up to but not exceeding eleven (11) hours per shift. All time worked beyond an employee's regular work shift shall be overtime rate.

F. When an employee is temporarily assigned to relieve a Division Manager/Ditchtender in cases of absence, the employee shall be compensated as described in E above for the first two (2) days of relief duty per assignment. Thereafter, the relief employee shall be compensated at the same daily rate of pay as a Ditchtender, but at the "current" pay step rate of such employee so temporarily assigned.

G. EQUIPMENT ASSIGNMENTS  
TRUCK DRIVER

262-04	3 axle dump truck
268-05	2 axle dump truck
280-06	3 axle dump truck
295-08	3 axle dump truck
296-08	3 axle water truck
304-09	2 axle dump truck

MEDIUM EQUIPMENT



36-92	IT 18B Cat loader
39-10	310SJ J.D. backhoe
42-02	416D Cat backhoe
50-08	S150 Bobcat loader
51-09	430 Bobcat excavator
52-09	T300 Bobcat loader
55-12	444K J.D. loader
261-97	3 axle boom truck

#### HEAVY EQUIPMENT

46-99	D4C Cat dozer
47-05	290 Kobelco excavator
48-07	544J J.D. loader
49-07	270D J.D. excavator
53-10	370LC-9 Hyundai excavator
54-12	670GP J.D. grader
56-13	D5K Cat dozer
102-00	3 <u>axle</u> transport

Employees driving any of the vehicles under the Truck Driver classification, which require a Class A license, and hauling any of the equipment listed above will be compensated at the equipment Pay Range while loading, hauling and unloading the equipment. This is the only exception to the 2 hour minimum in Section 2.5 Rate of Pay/Out of Class Pay, Paragraph A.

H. Employees shall be compensated for paid time off as follows:

1. Paid time off is compensated at the rate of pay for the employee's normal job classification, except as provided below
2. For persons engaged in the distribution of water:
  - a. During the irrigation season, all paid time off will be compensated at the rate of 1.035 times the hourly rate for the Laborer classification.
  - b. During the maintenance season, vacation and CTO will be compensated at the rate of 1.1372 times the hourly rate for the laborer classification.

#### **2.5 CALL BACK PAY/REST PERIOD/MEALS**

A. All District Employees shall be paid 1-1/2 times their normal hourly rate of pay whenever they are called back to work, and shall receive a minimum of two hours pay whenever they are called back.

B. If an Employee had worked for the District eight (8) hours or more during the sixteen (16) hour period immediately preceding the beginning of his/her regular work hours, the Employee shall be given an "unpaid" rest period of eight (8) consecutive hours before returning in either the Employee's regular position or newly assigned position.

C. An Employee who is required to perform emergency or urgent work for one and one-half (1-1/2) hours or more beyond his/her scheduled workday shall be either reimbursed for the reasonable cost of meals purchased or furnished a meal by the District at its expense at approximately one and one-half hours after his/her scheduled workday, and at intervals of approximately four (4) hours thereafter. The Employee will receive pay for one-half (1/2) hour at the straight time rate of pay for the time taken to eat the meal.

## **2.6 JURY DUTY**

While serving as a juror in any court of this State, an Employee shall be compensated at the Employee's regular rate of pay, if the Employee supplies the District with proof of jury service.

## **2.7 PAYROLL DEDUCTIONS**

A. Appropriate sums shall be withheld from the paychecks of District Employees for California State Income Taxes, Federal Income Taxes and other deductions from Employees' earnings as required by applicable law.

B. The Employee shall be allowed to make payroll deducted payments to the Financial Center Credit Union and/or the Modesto Building Trades Credit Union.

C. Every Employee working for the District has the following deductions and made from the Employee's earnings on each payroll check:

1. Federal Income Tax (Withholding tax)
2. State Income Tax
3. Social Security (F.I.C.A.)
4. Medicare
5. State Disability Insurance (S.D.I.)
6. PERS
7. Health Care Premiums
8. Private Phone Calls
9. Family Temporary Disability Insurance, beginning January 1, 2004.

The District will also make any other deductions from an Employee's payroll check that are required by law.

D. The following payroll deductions may be made at option of Employee:

1. Group Life Insurance;

2. The International Brotherhood of Electrical Workers, Local Union 1245 on a form provided and approved by the District;
3. Deferred Compensation;
  - . Credit Union as per section B.
5. PERS Long Term Care Insurance

### **3. RETIREMENT**

- A. The PERS benefits of the District's Employees will be based on the PERS 2% at 60 plan, single highest year, pursuant to PERS Rules and Regulations. Employees shall contribute a uniform 4% (4/7) of the Employees' required contribution, exclusive of overtime, but as may be adjusted for social security modifications. The method used to pay the Employee's contribution will be in a manner to allow the Employee the benefit of the contribution not being taxable income to the Employee. The District will pay the other 3% (3/7) of the Employees' required contribution.
- B. The PERS 2.5 at 55 Plan shall become effective January 1, 2009 if all other required District personnel vote to approve the increase in benefit. Employees shall contribute 4% (4/8) of the employees required contribution with the District paying the balance. The method used to pay the employee's contribution will be in a manner to allow the employee the benefit of the contribution not being taxable income to the employee. The District will pay the other 4% (4/8) of the employees' required contribution.
- C. The Union and the District will meet and confer regarding changes to the PERS Agreement mandated by law required by the 2013 PEPR Act.
  1. For non classic new Employees hired by the District on or after January 1, 2013, the PERS benefits will be based on the PERS 2.0% at 62 plan. Employees hired on or after January 1, 2013 will contribute 50% of the total normal cost of their defined plan with a cap of 8%. District will contract with CalPERS to provide the 2.0% at age 62 platform with the highest average annual final compensation during a consecutive 36 month period.

### **4. INSURANCE**

#### **4.1 HEALTH INSURANCE**

The District will provide a health care plan for all Employees and their dependents. New Employees are eligible to participate sixty days after the beginning of the Employee's first day of employment. The District will make available a plan comparable to that presently offered so long as it is available to the District.

A. The District agrees to contribute the entire premium for employee-only coverage for the duration of this Agreement.

B. Effective 12/1/13, each Employee that covers a spouse or other dependent on the District's health insurance plan will contribute 15% of the premium for the plan selected after subtracting the premium cost of the applicable single plan contained within the same plan selected. Effective 12/1/13, Employees enrolled in full family coverage will contribute 15% of the premium for the plan selected after subtracting the premium cost of the applicable single plan contained within the same plan selected.

C. Effective 1/1/15, each Employee that covers a spouse or other dependent on the District's health insurance plan will contribute the lesser of \$200 per month or 17.5% of the monthly premium for the plan selected after subtracting the premium cost of the applicable single plan contained within the same plan selected. Effective 1/1/15, Employees enrolled in full family coverage will contribute the lesser of \$300 per month or 17.5% of the monthly premium for the plan selected after subtracting the premium cost of the applicable single plan contained within the same plan selected.

D. Effective 1/1/16, each Employee that covers a spouse or other dependent on the District's health insurance plan will contribute the lesser of \$225 per month or 20% of the monthly premium for the plan selected after subtracting the premium cost of the applicable single plan contained within the same plan. Effective 1/1/16, Employees enrolled in full family coverage will contribute the lesser of \$360 per month or 20% of the monthly premium for the plan selected after subtracting the premium cost of the applicable single plan contained within the same plan.

E. From the effective date of this Agreement to December 1, 2013, the District will contribute 100% of the premium for single Employees. The Employee monthly contribution for an Employee with a single dependent shall be the lesser of 10% of the premium or \$150. The Employee monthly contribution for Employees with full family coverage shall be the lesser of 10% of the premium or \$300.

F. Employees may re-select the health plan they desire during the annual open enrollment period.

G. Employees will pay the amount their medical insurance cost exceeds the District's contribution by authorizing biweekly payroll deductions.

H. Upon proof of coverage from another source the Employee may opt out of the District's health care coverage. If the Employee provides proof of coverage the district will compensate the Employee \$300.00 a month.

I. Should the District in the future consider a change of insurance carriers or a change in plan design for the purpose of controlling cost increase, the District will meet and confer with the Union prior to any change being made. To begin this process, a health plan committee will be established as soon as possible consisting of a member from the District, the Management Unit, two members from the IBEW Local 1245 bargaining unit, and the IBEW Local 1245 Business Representative. Prior to the annual plan renewal, the committee will meet to examine health benefit plan alternatives

including plan design, cost containment alternatives and choice of carriers. In the event the District agrees to health care premium contributions that are more beneficial to management and/or confidential Employees the District shall offer the same contribution rates to all Employees within the IBEW Local 1245 Bargaining Unit.

#### **4.2 DENTAL INSURANCE**

The District will provide dental insurance for all Probationary and Permanent Employees and their dependents. New Employees are eligible to participate sixty days after the beginning of the Employee's first full month of employment.

#### **4.3 LIFE AND LONG TERM DISABILITY INSURANCE**

A. The District provides a term Group Life Insurance Plan for all its Permanent and Probationary Employees. New Employees are eligible to participate sixty days after the beginning of the Employee's first full month of employment. The plan provides for up to \$100,000 of term insurance coverage fully paid by the District. Employees have the option of purchasing additional term coverage at their expense. Eligibility for optional coverage will be determined by the carrier.

B. The District has elected to provide its Permanent and Probationary Employees with a Long Term Disability (LTD) insurance plan which provides for income replacement (only) in the event an Employee is placed on a long term disability leave of absence. The granting of and the use of this benefit does not obligate the District to provide indefinite employment to its Employees. The terms and conditions relating to the use and effect of this benefit are found within the District's Long Term Disability Leave of Absence provision in the District's Personnel Rules and Regulations and within the LTD contract which has been entered into between the District and its insurance provider. A copy of the applicable Rules and Regulations regarding LTD is attached to this Memorandum as Exhibit B.

#### **4.4 STATE DISABILITY INSURANCE**

A. The District hereby agrees to contract with the State of California for the purposes of providing State Disability Insurance (SDI) for its Employees. Premium costs for providing SDI coverage shall be deducted from the regular earnings of District Employees.

B. State Disability Insurance payments are available to Employees who cannot work because of sickness or injury not job related.

C. An Employee covered by State Disability Insurance may continue to receive a paycheck from the District to the extent that accumulated sick leave or, at the Employee's option, vacation, is available for such payment as described below. The Employee shall notify the District of the amount of each disability check received from the State. The District will then draw a payroll check for the difference between the taxable portion of the Employee's regular wages and that amount received from State Disability Insurance to the extent that accumulated sick leave is available, and when authorized by the

Employee, vacation days. Employees shall be compensated for Holiday pay if a holiday occurs while an Employee is using sick leave and/or, vacation while on SDI. At the employee's sole discretion vacation days may be used by the employee in lieu of sick leave. In any event, the sum of the amounts received pursuant to this section shall not exceed the taxable portion of the Employee's wages.

"Regular wages" during any pay period shall refer to an Employee's wages based on the Employee's hourly rate of pay for the number of regular hours in the pay period, based on a 40 hour work week.

#### **4.5 VISION CARE**

The District provides a Vision Service Plan for all its Permanent and Probationary Employees. New Employees are eligible to participate sixty days after the beginning of the Employee's first full month of employment. This plan will be comparable to the plan in effect on the date of execution of this Agreement.

#### **4.6 TOTAL CONTRIBUTIONS**

The District will continue to make contributions for dental, vision, LTD, and life insurance. The District's total contribution for all these will be \$100.00 per month. If the total cost exceeds \$100.00 per month, the Employee will pay the difference through a payroll deduction. The District will attempt to find plans that are comparable to the ones currently available.

#### **4.7 WORKERS' COMPENSATION**

A. District Employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or disease arising out of or in the course of employment. It is an Employee's right to claim worker's compensation benefits for industrial injuries.

B. Employees are responsible for reporting job incurred illness or injury to their supervisor as soon as possible. An Employee who is absent from work by reason of injury or illness covered by worker's compensation shall continue in Paid Status under the following provisions:

1. The difference between the amount granted pursuant to such worker's compensation and the taxable portion of the Employee's regular wages shall be deducted from the Employee's accumulated sick leave, and when authorized by the Employee, vacation days. In any event, the sum of the amounts received pursuant to this section shall not exceed the taxable portion of the Employee's regular wages.

2. During the time the Employee is on "paid status" while absent from work by reason of injury or illness covered by workers' compensation, the Employee shall continue to accrue all benefits. For the purposes of this section, "Paid Status" shall include that period of time during which the District coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement Employee earnings. The District shall continue to pay health, dental, vision, life insurance benefits for as long as the Employee remains in Paid Status or for six (6) months whichever is the longer period. Once an Employee leaves Paid Status, coverage may be continued at the Employee's expense consistent with applicable law and insurance policy provisions. Vacation, holidays, and sick leave accruals will cease. Thereafter, the District's leave of absence provisions in section 5.5 shall govern.

#### **4.8 DEFERRED COMPENSATION**

District Employees are eligible to participate in a deferred compensation plan. The District shall contribute a dollar for dollar match amount to a maximum of \$2,000 annually.

#### **4.9 FAMILY TEMPORARY DISABILITY INSURANCE**

Family Temporary Disability Insurance has become effective under Chapter 7 of the Unemployment Insurance Code. The District will coordinate benefits as with SDI as described in Section 4.4 above, when an Employee becomes eligible for benefits.

#### **4.10 AVAILABILITY OF PLANS**

Copies of the above health and welfare plans are on file at the District office and brochures are available to covered Employees.

### **5. LEAVES/HOLIDAYS**

#### **5.1 VACATION**

A. The annual vacation is intended to provide the Permanent Employee with a period for rest and relaxation. The scheduling of vacations shall be specified to suit the convenience of the District. All vacations must be scheduled a minimum of two weeks before the date of departure. For vacations of 3 consecutive days or less only 5 working days notice need be given except in cases of emergency.

Under special circumstances, the District's departmental supervisor may waive these notice requirements upon receiving the District Manager's consent.

Four random days per year may be used at the Employee's wish and discretion. Reserve vacation days can be used to cover a rained out day. The Employee must give

written notice of the intent to use a random pay prior to the end of the preceding shift. Failure to do so will result in an unexcused absence. Notice will not be required if the random day is used for a medical emergency that occurs within 24 hours prior to the start of the Employee's regular starting time. In the event of such an emergency, the Employee will give notice of the Employee's intent to be absent prior to the start of the Employee's shift.

B. Permanent Employees shall accrue vacation leave as follows:

1. During the first year of employment, an Employee shall accrue six (6) days of vacation leave. A new Employee may not take vacation leave until he/she has been employed for six months.

2. After one (1) year and through the fifth (5<sup>th</sup>) year of service, an Employee shall accrue twelve (12) days vacation leave per year.

3. After five (5) years and through the tenth (10<sup>th</sup>) year of service, an Employee shall accrue eighteen (18) days vacation leave per year.

4. After ten (10) years and through the fifteenth (15<sup>th</sup>) year of service, an Employee shall accrue twenty-one (21) days vacation leave per year.

5. After fifteen (15) years of service an Employee shall accrue twenty four (24) days vacation leave per year.

6. Except as provided by section C below, where vacation time is taken by the Employee, the hourly Employee shall receive pay at his/her regular hourly rate for a maximum of eight (8) hour per day

7. In addition to the vacation specified above, a vacation credit shall be accrued at the rate of two (2) days for each continuous month that the Employee works during the irrigation season in the following job classifications: Division Manager/Ditchtender/Relief, MDC Operators and laborers working as Division Manager/Ditchtender Relief or MDC Operators as a result of Absence/Vacation Time. Employees in the foregoing job classifications are those who are considered to be engaged in the distribution of irrigation water, as used in this Agreement.

8. No vacation shall be taken before it is accrued.

For the purpose of determining vacation accrual in this section, the word "consecutive" shall mean accumulated months during which the Employee retains the Employee's paid status. In no event shall vacation accrue for any month during which the employee is on leave of absence for longer than five (5) working days.

C. A holiday falling within an Employee's vacation shall not be counted as a day of vacation.

D. As of March 1 of each year, no more than forty-five (45) vacation days can be



held in reserve by an Employee. Subsequently, to facilitate the needs of many of its Employees, the District shall permit its Employees to "buy-back" a portion of their individually accrued vacation days. Any such buy-back by a District Employee shall not exceed a maximum of 50% of the vacation days accrued during a normal calendar year by such requesting Employee. Such vacation days accrued shall include all vacation and bonus vacation days granted within the M.O.U. Unless otherwise specified, the hourly rate of pay for such days bought back by the Employee shall be the normal hourly rate of pay earned by the Employee. All such requests for buy-back must be received by the District during October and any subsequent payment to the Employee by the District shall occur within the first regular pay check issued in the following December.

The failure of any Employee to either use or request a buy-back of vacation days which may result in the Employee having accrued vacation days in excess of the maximum carry-over provisions herein shall result in the District either placing the Employee on a mandatory vacation or buy-back program for the extent of those days in excess of the permitted carry-over amount.

E. Upon an Employee's termination, a direct proration will be used to compute vacation leave and vacation pay.

F. Employees engaged in the distribution of irrigation water shall be allowed to pre-schedule one six (6) day block of vacation during the irrigation season, based on seniority and subject to the scheduling approval of the Water Superintendent. Such vacation blocks shall be scheduled to fall during the period beginning the last two (2) weeks of May and running through the end of August. Further, such vacation blocks shall run in conjunction with the Employee's regularly scheduled two (2) days off which are unpaid and they shall be scheduled to occur either all after or before the Employee's regularly scheduled two (2) days off. Any such vacation shall not jeopardize vacation accrual.

Requests for vacation must be submitted to the Operations/Water Superintendent by April 15.

G. Employees other than those engaged in the distribution of irrigation water will be allowed to schedule vacation anytime of the year subject to the District operations.

## **5.2 SICK LEAVE**

A. Permanent Employees shall be allowed sick leave with pay as follows:

1. The District's Employees shall accrue sick leave at the rate of one full day per month. The rate of compensation for sick leave is the rate of pay the Employee would normally have received prior to the Employee's first day of sickness. The rate of compensation for sick leave is the rate of pay for the Employee's normal job classification.

2. Sick leave may be used by the Employee:

a. For his/her loss of time due to actual sickness or injury.

b. For scheduled medical, dental and vision examinations up to four (4) hours per work shift.

c. Up to six days per calendar year may be used to attend to the illness of the Employee's spouse, child or parent.

3. If an Employee takes sick leave in accordance with this policy for more than three days at a time:

a. The Employee shall supply the District with a physician's certification of the Employee's own sickness or injury or the illness of the Employee's spouse, child or parent, beginning with the fourth day for which sick leave is claimed, or in the case of emergency, as soon thereafter as may be possible. The verification of the Employee's sickness or injury shall state the probable duration of the condition and that, due to the Employee's condition, the Employee is unable to perform the function of his or her position. The Employee shall obtain subsequent recertification as reasonably requested by the District.

b. When returning to work, the Employee shall obtain certification from his or her physician that the Employee is able to resume the function of his or her position.

A physician's verification of the illness may be required at the District's option and at the expense of the Employee in any case regardless of the length of the leave taken in which the employer has reason to doubt the basis of the Employee's eligibility for using sick leave.

4. If a holiday occurs during the time an Employee is absent on paid sick leave the Employee shall receive pay for the holiday as such and the holiday shall not be counted as a day of sick leave.

5. Probationary Employees may take sick leave after completion of six (6) months employment.

B. Upon retirement of an Employee, the Employee may convert accumulated sick leave into health insurance premiums as follows:

1. The District shall contribute the amounts computed as follows toward the retiree's monthly premium for retiree necessary to maintain membership in the District's group health insurance plan for retirees from the ages of 50 through 64, for the number of months equal to the number of sick leave days accumulated up to 120 unused at the time of retirement.

a. When an Employee has less than ten (10) years of continuous service the amount to be contributed is fifty dollars (\$50) per month.

b. When an Employee has ten (10) years of continuous service the amount to be contributed is equal to 40% of the monthly premium necessary to maintain the retiree's membership in the District's group health insurance or a minimum of fifty dollars (\$50) per month.

c. For each additional year of continuous service after ten, the District shall contribute an additional five percent (5%) of the premium cost for the monthly premium necessary to maintain membership in the District's group health insurance, in addition to the largest amount determined in "b" above, to a maximum of 100% of the premium. Employees with ten (10) years service may take cash, in lieu of insurance, at fifty percent (50%) of the Employee's current rate of pay, for all unused sick leave upon retirement.

2. The District shall contribute an amount equal to the retiree's monthly premium (retiree only) for the Blue Cross/65 extra care insurance plan or a like amount toward the Conversion program offered by the District's other health care providers for retirees 65 or older, for the number of months equal to the number of sick leave days accumulated but unused at the time of retirement.

3. A retiring Employee may elect to have the Employee's spouse covered by the insurance in paragraphs 1 or 2 above. In such an event, the District shall contribute the same percentage towards the premium for the retiree's spouse and two days of sick leave will be charged for each month of coverage.

4. Days accrued in excess of 120 days may not be credited towards purchase of continued health insurance coverage. However, it may be utilized for sick leave purposes, or upon retirement the Employee will receive a 50% cash payoff of accumulated sick leave of these excess days (at rate of current position).

C. In no case shall there be any District contributions on behalf of any employees who retire with less than ten (10) days of accumulated but unused sick leave at the time of retirement.

D. In the event that the retiree dies before using the balance of sick leave for health insurance premiums, if his/her surviving spouse was covered pursuant to paragraph 3 above, he/she may continue coverage until the balance of sick leave is exhausted. In the event that the retiree and surviving spouse die before using the balance of sick leave for health insurance premiums, the retiree's beneficiary shall receive an amount equal to 50% of the current Blue Cross/65 Extra Care Plan premium times the number of months of eligibility remaining.

E. In no event shall there be any contribution for employees who, upon resignation, choose to receive their retirement contributions in a lump sum.

F. An Employee's beneficiary shall be paid fifty percent (50%) cash payoff, at the employee's current rate of pay, for all unused sick leave upon death. All accumulated sick leave shall terminate without pay upon termination of employment for any reason other than retirement or death.

- G. There are no provisions for payments of sick leave in advance of accrual. Sick leave shall not accrue during a leave of absence in excess of five (5) working days.
- H. Excluding a worker's compensation injury, Water Department Employees may use up to three (3) days sick leave during any irrigation season without effecting the accrual of vacation credits as set forth in Section 5.1 B, 7 of this agreement. On the fourth day of sick leave usage and for each additional day used, one day of vacation will be deducted from the balance, up to a maximum of two (2) days during the month the sick leave is taken. This section applies only to that vacation leave accrued under section 5.1 B, 7.

**5.3 HOLIDAYS**

A. The following days shall be recognized as paid holidays for all Permanent and Probationary Employees:

New Year's Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11 effective in 2009
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

Each Employee shall receive on an annual basis two (2) individual Floater Holidays. Employee must give 24 hours' notice prior to taking. The District can deny if inconvenient for employer operations. No Water Operations personnel shall be granted a floater holiday while on water pay. If Employee has not used floater before end of calendar year, the day shall accrue as a vacation day.

Floater Holidays will be prorated based on the number of months worked during the calendar year at 1-1/3 hours per month for all new hires, retirees and terminations (both voluntary and involuntary).

B. When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday.

C. During the maintenance season, District Employees shall be allowed to take one (1) day of unpaid leave of absence per month known as "Zero Days", as approved by District in accordance with District's Personnel Rules and Regulations. The District shall pay the premium cost for the Employee's health, dental and life insurance plans for the one day per Calendar month during the maintenance season. Except when used to cover

a rained out day, notice of intent to take a zero day must be given prior to the end of the preceding shift. Failure to do so will result in an unexcused absence.

Under special circumstances the District's departmental supervisor may waive these notice requirements upon receiving the District Manager's consent.

D. Except as otherwise provided herein, Permanent Employees shall receive recognized holidays off without any loss of compensation. During the irrigation season Water Department Employees are required to work on holidays. If an Employee works on any recognized holiday the Employee shall be compensated at the rate of one and one-half times the Employee's regular rate of pay in addition to the Employee's holiday pay. Any Employee on leave of absence without pay on the day before or the day after a recognized holiday shall not receive compensation for the holiday.

#### **5.4 BEREAVEMENT**

A maximum of three (3) days paid leave per occurrence is allowed for death in the immediate family for the purpose of attending the funeral and/or matters pertaining to bereavement of the Employee. "Immediate family" includes a spouse, daughter, son, mother, father, grandmother, grandfather, grandchild, sister or brother of either the Employee or spouse. If an Employee requests additional time off for bereavement, an additional two days shall be allowed and will be charged at the Employee's sole discretion to either vacation or sick leave.

The rate of pay for this leave shall be the same as the last day worked prior to the commencement of the leave. During irrigation season, Employees engaged in the distribution of irrigation water will be paid at the rate determined in accordance with Section 2.4H.

#### **5.5 LEAVES OF ABSENCE/FAMILY MEDICAL LEAVE**

Reference is made to the right of certain Employees to take up to twelve weeks of unpaid leave in a 12 month period, to attend to the Employee's serious health condition or for other purposes subject to certain conditions described in the Moore-Brown-Roberti Family Rights Act, Government Code Section 12945.2 and the federal Family and Medical Leave Act of 1993 (P.L. 103-3). A copy of the Acts will be provided to any Employee upon request. The following shall apply to leave taken pursuant to either of the Acts:

A. In the event the Employee is granted leave because of the Employee's serious health condition, the District requires the Employee to substitute any of the Employee's accrued sick leave for unpaid leave.

B. An Employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. That certification shall include all of the following:

1. The date on which the serious health condition commenced.

2. The probable duration of the condition.
3. An estimate of the amount of time that the health care provider believes the Employee needs to care for the individual requiring the care.
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
5. Upon expiration of the time estimated by the health care provider, the Employee shall obtain recertification, in accordance with the procedure provided above, if additional leave is required.

C. An Employee's request for leave because of the Employee's own serious health condition shall be supported by a certification issued by his or her health care provider. That certification shall include all of the following:

1. The date on which the serious health condition commenced.
2. The probable duration of the condition.
3. A statement that, due to the serious health condition, the Employee is unable to perform the function of his or her position.

The Employee shall obtain subsequent recertification regarding the Employee's serious health condition on a reasonable basis, in accordance with the procedure provided above, if additional leave is required.

D. In any case in which the District has reason to doubt the validity of the certification provided pursuant to it, the District may require, at its expense, that the Employee obtain the opinion of a second health care provider, designated or approved by the District. In any case in which the second opinion differs from the opinion in the original certification, the District may require, at its expense that the Employee obtain the opinion of a third health care provider, designated or approved jointly by the District and the Employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the employer and the Employee.

E. As a condition of an Employee's return from leave taken because of the Employee's own serious health condition, the Employee shall obtain certification from his or her health care provider that the Employee is able to resume the function of his or her position.

F. Employees granted Family Medical Leave except for the Employee's own serious health condition, will use two weeks of accrued vacation for the first two weeks of leave. Reference is made to the Rules and Regulations for additional provisions regarding Family Medical Leave Act.

G. Effective July 1, 2004, employees may be eligible to take Family Temporary Disability leave as described in Chapter 7 of the California Unemployment Insurance Code. Employees must establish medical eligibility by applying for the leave and providing medical certification. A 7 day waiting period applies and the District may require an employee to take up to two weeks of vacation before receiving paid family

temporary disability leave. The District is not required to hold an employee's job open who takes Family Temporary Disability leave unless other provisions of law otherwise provide. If an employee is eligible for leave under the Family Medical Leave Act or the California Family Rights Act, leave under the Family Temporary Disability Act is taken concurrently. Reference is made to the law and to the District's Rules and Regulations for further information.

## **6. WORKING CONDITIONS**

### **6.1 RESERVED.**

### **6.2 FOREMAN II**

When Employees are assigned to work that requires seven or more Employees, one Employee shall be designated as Foreman and paid Foreman wages. Foreman shall be in a capacity to be able to observe the safety and work of the crew. He/she shall not leave the work site for long periods of time nor function as an Equipment Operator.

### **6.3 FOREMAN I**

When Employees are assigned to a work assignment that require between three and six Employees, one shall be designated as Leadman and paid Leadman wages.

### **6.4 PAY PERIODS/PAYDAY**

A. Pay periods shall be biweekly. Regular pay days shall be scheduled within one week after the end of a pay period. A schedule identifying pay days for the ensuing year shall be posted annually on or before January 1st.

B. Payroll is distributed in the following manner:

1. All Employees are paid through direct deposit with a bank of their choice unless they request a paper check.

2. In cases of emergency or unusual circumstances, exceptions to paragraph B 1, above, will be made providing the Employee requests such exception through the Employee's immediate Supervisor at least two (2) days before the scheduled pay day.

### **6.5 REPORT TO BOARD OF DIRECTORS**

With proper notification so that it may be included on the Agenda, a representative of the Employees may request to speak to the Board to apprise them of the current labor relations situation. The Representative will be on call for the Board of Directors meeting to be worked in at a time when convenient for the Board to discuss such business.

## **6.6 POSTING OF JOBS**

A. The District agrees to post all job openings, which it intends to fill, on bulletin boards in respective work areas in order that Employees of the District shall have the opportunity to apply for any and all jobs for which they are qualified. For all qualified candidates, seniority will prevail for all promotions when candidate qualifications are equal.

1. Notice of each job vacancy which the District intends to fill or new job opportunity within the bargaining unit shall be posted on Employee bulletin boards for a period of five (5) working days. The notice shall set forth the job classification and location.
2. All regular Employees shall be eligible to bid on all such job vacancies or new job opportunities.
3. Only bids received during the posting period set forth above will be considered by the District.

B. Regular Employees promoted to a new job classification shall be given a trial period in that new position for a period of three (3) months. If, during the trial period, the regular Employee is demoted from the new position, or if the Employee should desire to vacate the position, the following procedure shall take place:

1. If a vacancy in the regular Employee's former position exists, the Employee shall be returned to the former position.
2. If no vacancy exists, the Employee may apply for any other District job opening for which the Employee is qualified.
3. If no other vacancy exists, or if the Employee is unsuccessful in applying for another job, such Employee shall be temporarily placed in the Laborer classification at the percentage salary rate based on the employee's length of employment with the District. Regardless of the actual work performed by the Employee, any such Employee so placed shall not be entitled to extra compensation provided herein, under (but not limited to) provisions relating to "out of class pay", "foreman I" and "foreman II". At such time as a vacancy exists in a position for which such Employee is qualified and/or satisfactorily held previously, such Employee shall be assigned to that position without having to bid for it.



4. Provision "B" of this section shall not apply to any Employee terminated by the District.

## **6.7 DEFINITIONS**

Unless otherwise defined or the context requires, the following definitions shall govern the applicability and interpretation of this Memorandum of Understanding:

- A. "Seniority" shall mean the length of an employee's service with the District from his date of hire as a probationary employee.
- B. "Continuous Service" or "Continuity of Service" shall mean employment with the District which is not interrupted as a result of the following:
  1. Unless rehired within six (6) months, voluntary termination or retirement of the employee;
  2. Discharge or dismissal for cause;
  3. Failure of the employee to report for work following the conclusion of an approved leave of absence;
  4. Failure of the employee to report to work within five (5) days after recall to work, or to notify the District within two (2) days after recall to work of his intention to report to work.
- C. "Part-time employee" shall mean an employee who works a regular schedule but not the entire work day or work week.
- D. "Temporary employee" shall mean an employee who is hired for a limited time only, with the understanding that his employment will end with the completion of the particular task or at the end of the season or particular time period for which he was hired not to exceed five (5) consecutive months. His status as a "temporary employee" may be renewed for a new task at the District's discretion.
- E. "Probationary employee" shall mean an employee who is hired by the District to fill a permanent position and who has less than twelve (12) months of continuous service.
- F. "Permanent employee" shall mean an employee who has met the requirements for the probationary period in a fulltime position.
- G. "Probationary Period" shall mean the twelve (12) months of continuous service from the date of hire as a probationary employee.
- H. "Employee" shall mean any person currently employed by the District.

## **6.8 EMPLOYEE STATUS**

- A. Part-time Employees. A part-time Employee shall be hired and paid at a rate

established by management not necessarily being the wage established for the Employee's current classification. The part-time Employee shall not be eligible for vacation, sick leave pay, holiday pay, insurance coverage, PERS or items of a similar nature. If a part-time Employee is offered and accepts the opportunity for a permanent employment with the District, the Employee will be given the status of a Probationary Employee described in paragraph (C) of this section.

B. Temporary Employees. A Temporary Employee shall be hired and paid at a rate established by management not necessarily being the rate established for the Employee's current classification. A Temporary Employee shall not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature. A Temporary Employee shall, upon such Employee meeting the eligibility requirements of the District's PERS contract, contribute the required amounts of each thereto. If a Temporary Employee is offered and accepts the opportunity for permanent employment with the District, the Employee will be given the status of a Probationary Employee described in paragraph (C) of this section. District agrees that should any Temporary Employee be hired onto a permanent position, the time served as a Temporary Employee shall be credited for probation purposes. This shall not apply to an Employee furnished by a temporary employment service.

C. Probationary Employees. A Probationary Employee will receive not less than the minimum rate for the job. Upon completion of six (6) months of continuous service, a Probationary Employee will be credited with vacation and sick leave from date of hire at the accrual rates described in this Agreement as applicable to Permanent Employees. Upon completion of six (6) months of continuous service a Probationary Employee is eligible to take sick leave pay or vacation pay in accordance with this Agreement. Upon satisfactory completion of the probationary period, a Probationary Employee will be given the status of a Permanent Employee, will be credited with continuous service with the District from date of hire. Probationary Employees will be paid for holidays in the same manner as Permanent Employees.

An Employee shall not attain status as Permanent until the Employee has completed a probationary period of twelve (12) months continuous service in a full-time position with the District. The term "continuous service" as used in this provision and as it pertains to step wage increases means uninterrupted service with the District in a full-time position in which service may not be interrupted by unauthorized absences, interruption of service due to illness, and/or authorized leave of absences. Except for unauthorized absences resulting in termination of employment, such interruptions will result in extension of the probationary period and step wage increase anniversary dates by a like number of work days. During the probationary period, the individual may be terminated by the District for any reason without recourse to the grievance procedure.

D. Permanent Employees. A Permanent Employee shall be entitled to the full rights and benefits provided herein. Except as provided in this paragraph, a Permanent Employee shall lose the Employee's Permanent status upon interruption of the Employee's continuous service with the District. However, if a Permanent Employee is laid off or resigns and the District rehires said Employee within six (6) months from the date of said Employee's last day of work, then upon the Employee's return, said Employee shall be deemed once again a Permanent Employee. If a former Employee of

the District is rehired at any time six (6) months or more after the date of said Employee's last day of work, then upon the Employee's return, said Employee shall be deemed a newly hired Probationary Employee as described in the preceding paragraph.

## **6.9 SAFETY**

The District desires to maintain safe places of employment for District Employees and to that end District Management will make all reasonable provisions necessary for the safety of the Employees in the performance of their work.

To study and promote the safety policies of the District, the District shall utilize a Safety Committee. The Safety Committee shall be comprised of Employee representatives from the Water Department, Maintenance Department, Shop Department, Engineering Department, the Water Treatment Plant and the General Office. The District will post notice and will give each Safety Committee member written notice, provide release time; and generally encourage all to attend scheduled safety meetings.

Tailgate safety meetings will be held on all jobs to emphasize safety in their performance. These tailgate safety meetings will be conducted by the Crew Foreman who will be responsible for initiation and content.

Regular safety meetings will be scheduled by the Safety Committee for the purpose of familiarizing Employees with safe work procedures, training for first aid, reviewing accidents, and discussing means of preventing their recurrence, and elimination of hazardous conditions.

## **6.10 EXAMINATIONS AND CONTINUING EDUCATION**

A. To the extent required by law, the District shall pay for all required medical examinations and continuing education for those Employees which it requires a special permit or license be maintained. The District recommends that all other District Employees obtain same at their own expense to be properly qualified in the event the opportunity for advancement arises.

1. Although Employees are encouraged to continue to improve themselves so they become more valuable to the District, the District will reimburse Employees for the cost of tuition, text books and school supplies for job related courses, after prior approval has been obtained from the General Manager. The reimbursement shall only be available upon completion of the course with a "C" average or its equivalent. Extraordinary reimbursements may be considered by the Board of Directors upon presentation by the Manager. Transportation, meals, and any other expenses not specifically covered in this procedure will not be eligible for reimbursement. Conventions, workshops, institutions, conferences, seminars, etc., are not included in the tuition reimbursement programs.

2. The District will provide a medical exam for all Employees which it requires to have a Class 2, B, 1 or A Driver's License, Pest Control Advisors License, Qualified Applicators License, and Applicators Certificate where the exam is required to maintain said licenses. This will apply to all persons in those

categories at this time, or because of District changes in job requirements or changes in law. The District will designate a physician who will give the examination. The District will pay the cost of said examination.

Persons applying for positions that require special permits or licenses will be required to meet all requirements including a medical exam and obtain the permit or license at their own expense.

All results of such examinations shall be confidential and shall not be released to third parties without written authorization from the Employee or except as required by law.

For the purpose of renewing such licenses, the District will pay once every two (2) years, the normal wages of such Employee, up to two (2) hours per medical exam and certification testing, if it is necessary that the Employee schedule the medical exam or certification testing during normal work hours. Further, the District shall reimburse such designated Employees the costs for such licenses after deducting from same the costs for a standard or basic license.

## **6.11 HIRING HALL AGREEMENT**

The Parties agreed to enter into a Hiring Hall Agreement to assist the District in filling positions in classifications where a labor shortage may exist. Use of the hiring hall by the District shall be non-mandatory and will be a non-exclusive resource to the District.

## **6.12 APPRENTICESHIP PROGRAM**

The District may create an Apprenticeship Program when in its judgment such a program would be beneficial to the District. If established, apprentice will begin work at 65% of the journey level pay and progress to 95% of journey level pay prior to attaining full journey level status.

## **7. ADMINISTRATIVE PROCEDURES**

### **7.1 GRIEVANCE PROCEDURE**

- A. A grievance procedure shall be effective for District Employees, the implementation of which shall be as follows: A grievance shall be defined as an actual or alleged violation of or failure to comply with the terms of any of the District's Personnel Rules and Regulations or this M.O.U., as it now exists or as may be amended or adopted hereafter, or an alleged discrimination, disciplinary suspension of less than five (5) working days, demotion or other discipline of an individual Employee or group of Employees (class action grievance). If any question should arise whether a matter is a proper subject for the grievance procedure, the matter itself, along with the issue of whether it is subject to the grievance process, shall be submitted and decided in accordance with the

provisions of Section 7.1B.

B. The grievance procedure is as follows:

Step One: The initial step in the adjustment of a grievance shall be a discussion between the Employee or the IBEW Local 1245 representative and the immediate Supervisor directly involved, who will answer within five (5) work days.

Step Two: If a grievance is not resolved in the initial step, the second step shall be a detailed written presentation of the grievance, within thirty (30) calendar days of the incident or when the Employee became aware of or should have become aware of the incident, by either the Employee or the IBEW Local 1245 Representative to the District Manager or his designee. The two of them will meet to discuss and investigate the grievance within ten (10) work days thereafter. At the option of either, investigators, the Supervisor, Employee or Shop Steward may be present during the investigation. The District Manager, or his designee, will answer, in writing, within ten (10) work days after the conclusion of the meeting. Unless otherwise agreed to in writing, failure to observe the time limits at any step of the grievance procedure will result in their forfeiture or granting of the grievance without further recourse.

Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance by the Employee and/or the IBEW Local 1245 representative, in writing, to the District's Board of Directors. This presentation of the grievance at this step shall be filed with the District Manager within ten (10) work days after the Step 2 decision. The Board of Directors will render a decision on the grievance within thirty (30) work days. Such presentation shall include all facts pertinent to the grievance and upon written request may be supplemented by the Employee or the IBEW Local 1245 representative in an appearance before the Board of Directors. The Board may fix the time and place for any such grievance. If such appearance before the Board is during the Employee's regularly scheduled work shift, the Employee shall be allowed a reasonable period of time to present the Employee's case without loss of compensation. If such hearing is held at other than the Employee's normal assigned working hours, the time spent for such appearance shall be compensated by the District. The decision of the Board of Directors shall be final and binding and no right to a re-hearing shall exist.

C. Any grievance involving discharge or suspension of five (5) or more working days must be raised within five (5) working days of such discharge or suspension or such grievance shall be waived.

In these matters, the grievance procedure shall be as follows:

Step One - The initial step in the adjustment of a grievance shall be a discussion between the Employee or the IBEW Local 1245 representative and the immediate supervisor directly involved, who will answer within five (5) work days.

Step Two - If a grievance is not resolved in the initial step, the second step shall

be a detailed written presentation of the grievance within thirty (30) calendar days of the date that the Employee was notified of the discharge or suspension, by either the Employee or the IBEW Local 1245 representative, to the District Manager or his designee. The two of them will meet to discuss and investigate the grievance within ten (10) work days thereafter. At the option of either, investigators, the Supervisor, Employee, or Shop Steward may be present during the investigation. The District Manager or his designee will answer, in writing, within ten (10) work days after the conclusion of the meeting. Unless otherwise agreed to in writing, failure to observe the time limits at any step of the grievance procedure will result in the forfeiture of granting of the grievance without precedent.

Step Three - If a grievance is not resolved in the second step, the third step shall be a written request filed by the Employee and/or the IBEW Local 1245 representative within ten (10) work days after the Step 2 decision, for an advisory arbitration hearing. This written request shall be filed with the District Manager. Such request shall include all facts pertinent to the grievance. The advisory arbitration shall be conducted under the following procedures:

- a. The District and the Union shall select an impartial arbitrator within three (3) working days of the request for advisory arbitration. In the event the District and the Union are unable to mutually agree upon an impartial arbitrator, the District and the Union shall request a panel of five (5) arbitrators to be named by the California State Conciliation Service. A single arbitrator shall be selected from said panel by alternately striking names with the sole remaining name to be the arbitrator. A toss of the coin shall determine which party shall strike the first name.
- b. Fees and expenses of the arbitrator and reporter costs of the original transcript, if requested, and hearing room shall be shared by the parties.
- c. The decision of the arbitrator shall be advisory only and shall include a list of findings upon which the decision is based. One copy of the decision shall be mailed and/or delivered to both the IBEW Local 1245 and the District.
- d. Within twenty (20) calendar days of receiving the advisory arbitration decision, such decision shall be submitted to the Board of Directors of the District pursuant to Step Four of the grievance procedure, unless the Union or its member pursuing the grievance elects to withdraw the grievance on the basis of the answer under Step Three of the grievance Procedure.

Step Four - The fourth step shall be the presentation of the arbitrator's decision and findings by the Board Secretary to the District's Board of Directors. The Board of Directors will either:

- a. On the basis of the arbitrator's decision and findings, render a decision on the grievance within forty (40) work days of receiving the

arbitrator's decision, or

b. Schedule a grievance hearing in which the Employee and/or the IBEW Local 1245 representative shall make an appearance and presentation which shall include all facts pertinent to the grievance. The Board may fix the time and place for any such appearance. However, any such grievance hearing shall occur within forty (40) work days following receipt of the arbitrator's decision. In matters relating to disciplinary suspension of five (5) working days or more, if such appearance before the Board is during the Employee's regularly scheduled work shift, the Employee shall be allowed a reasonable period of time to present the Employee's case without loss of compensation. If such hearing is held at other than the Employee's normal assigned working hours, the time spent for such an appearance shall be compensated by the District. The decision of the Board of Directors shall be final and binding and no right to a re-hearing shall exist.

## **7.2 LAYOFF RULE**

A. When it is necessary to reduce the working staff of the District for lack of work or lack of funds or for other causes outside of the worker's control, the District shall determine the classifications in which the reduction is to be made and the number of positions to be affected. Reduction in staff shall occur within the affected classification in the following order:

1. Employees who have part-time or temporary status only.
2. Employees who have probationary status only.
3. Permanent Employees.

B. Among Permanent Employees, those having the lowest seniority with the District within the affected classification shall be laid off up to the number necessary.

C. An Employee of the District may displace another Employee of the District in a lower paid classification in accordance with the Employee's standing in Paragraphs A and B. In the same manner, the Employee thus displaced may likewise displace another Employee and so on provided that such Employee seeking to displace another Employee shall have served in the position before or be qualified at that time to serve in such position.

D. When Permanent Employees are laid off under this procedure, their names shall be listed on a reemployment eligibility list in the order of their seniority for the purpose of determining eligibility for reemployment. All Employees on the reemployment eligibility list within a certain classification shall be given the opportunity of reemployment before any other District Employee not within that classification is considered for employment in that classification. Employees' names will remain on the recall list for a period not to exceed 36 months.

E. Permanent Employees shall receive notice of any reduction in staff at least two weeks prior to the effective date.

### **7.3 REMOVAL OF DISCIPLINARY ACTION FROM PERSONNEL FILE**

- A. The District shall not discipline an Employee five or more days after learning of any incident in which the District is considering discipline.
- B. The District will remove all non-serious disciplinary action letters or memos from an Employee's personnel file at the end of five (5) years from the time disciplinary action was taken provided, that the Employee first requests the removal in writing to the General Manager and the General Manager finds that the action qualifies as non-serious. Disciplinary action will not be considered non-serious if it involves a pattern of abuse or of a continuing nature, sexual discrimination, harassment, criminal activity whether or not resulting in charges or conviction, or incidents involving injury to District personnel or equipment. A decision by the District's General Manager determining that disciplinary action does not qualify as non-serious is final.

### **7.4 EMPLOYEE PERFORMANCE EVALUATIONS**

A. The District shall conduct Employee performance evaluations on District-issued evaluation forms which may include a narrative attachment. No disciplinary action will be taken against an Employee based on any issues raised in a performance evaluation if such issues occurred more than 365 days prior to the date the Employee received the evaluation.

#### **B. Probationary Evaluations**

An Employee shall receive no less than three (3) performance evaluations during the twelve (12) month initial probationary period. Probationary periods may be extended in accordance with Article 6.8 C of this Agreement. An Employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her initial six (6) months in the new position. Such evaluations will be conducted at reasonable intervals.

#### **C. Employee Rights**

1. Any Employee has the right to file a written statement to be attached to his/her performance appraisal and placed in the personnel file. Such statements must be filed with the reviewer within five (5) working days of receiving the evaluation.
2. An Employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:
3. File a rebuttal statement with the reviewer for attachment to the performance evaluation; and,



4. Informally appeal the evaluation to the supervisor of the reviewer.
  - a. Once the informal appeal has been filed and a decision rendered, no further appeal is available to the Employee.

## **7.5 LABOR –MANAGEMENT COOPERATION COMMITTEE**

The District and Union agree to meet on an as needed basis to discuss matters of mutual concern. The meetings will be held with 14 days of the date suggested by the requesting party unless there is a significant reason why the requested party cannot meet. In such a case the meeting will be held as soon as possible.

Meetings should last for a maximum of 90 minutes. Each party may submit items it wishes to discuss no later than seven days prior to the meeting date. The District and Union will alternate responsibility for preparing the meeting's agenda. The agenda will be published no later than 72 hours prior to the meeting. The party preparing the agenda will also be responsible for taking general notes that cover the items discussed and actions taken. Meeting minutes will be provided within seven days.

It is agreed that this committee is not part of the grievance or disciplinary process. Therefore, specific items subject to the grievance or disciplinary procedures shall not be discussed at the committee meetings. The committee will not have authority to revise or amend the provisions of this MOU.

At the initial meeting of the committee, the parties shall agree on the number of committee members that will represent the District and the Union. The IBEW Local 1245 Business Representative shall be a member of the committee. Union members will be paid for attendance at the committee meetings.

## **8. NO STRIKE NO LOCKOUT**

The District agrees that so long as this Agreement is in effect, there shall be no lockouts. The curtailing of any operation or a part thereof for business reasons shall not be construed to be a lockout. The I.B.E.W. Local 1245, its officers, agents, members and Employees covered by this MOU, agree that so long as this agreement is in effect, there shall be no strikes, sit-downs, slowdown, stoppage of work, boycott or any other unlawful acts that interfere with the Employer's operations for any reasons whatsoever.

The Officers and Stewards of the I.B.E.W. Local 1245 will make every bona fide effort possible to prevent and/or terminate any strike or any other violation of this provision. These efforts shall include, but not be limited to, urging the Employees to return to work or otherwise terminate their conduct that violates this provision; advising the Employees that their conduct is a violation of the labor agreement; advising the Employees that they are subject to discipline up to and including discharge; advising the Employees that such discipline is not subject to the grievance provision of this MOU and, if the Officers and/or Stewards are Employees of the Employer, they shall return to work if ordered to do so by the Employer.

Any violation of this provision may be the subject of disciplinary action, including discharge, and such action or the Employer's determination of the facts upon which such action is based may not be raised as a grievance under this Agreement.

The District and the I.B.E.W. Local 1245 further agree that in the event there is a lockout or strike during the term of this agreement by either party, the other party shall have a right to obtain an injunction ordering the lockout and/or strike to end and ordering the return to work by all Employees. The party locking out or striking waives its right to challenge venue of the court in which the injunction is sought and further waives any right that it may have to notice by the other party that such injunction proceedings are being commenced or that a preliminary injunction or temporary restraining order is being sought. The parties recognize that a violation of this provision causes the other irreparable harm which cannot be adequately compensated for by the award of damages. However, such injunctive relief does not waive the right to damages that the non-violating party may have.

## **9. TOOLS, UNIFORMS AND WORK BOOTS**

A. Tools The District shall furnish tradesmen and their helpers all tools necessary to do the class of work previously done by these tradesmen and which cannot be done with their regular tools.

B. All Employees required to work outside rainy weather shall be furnished raincoats, rubber boots and hats.

C. The District shall furnish Employees with tools, equipment, safety devices or foul weather gear. Employees to whom the equipment has been issued shall be held responsible for the care of such clothing, equipment and tools. In the event they are lost or destroyed due to negligence of the Employee, the Employee may be disciplined. Nothing herein shall be construed to mean that the Employees shall be disciplined for tools, equipment, safety devices or foul weather clothing unintentionally broken or worn out in the performance of the Employee's duties.

D. **Work Boots-** The District will provide, upon production of a receipt, up to a \$200 annual allowance to all Employees in classifications to be agreed upon by the Parties for the purchase of one pair of safety boots. The District will accept receipts only during one thirty-day period annually which will be announced in advance by the District. Eligible new Employees will receive their first \$200 annual allowance during the next thirty-day period announced by the District. The general specifications of boots to be worn shall be determined by the District. Wearing of safety boots shall be mandatory in classifications receiving the boot allowance at times specified by the District. Employees when required to wear safety boots who report to work wearing improper footwear shall not be allowed to report for work and will be subject to disciplinary action.

E. **Uniforms -** The District will continue to provide work shirt and pant laundry service to Employees in classifications agreed upon by the Parties. The District will, for those Employees wishing to wear their own work pants provide a \$200 annual allowance for the purchase of suitable work pants. The general specifications of pants to be worn shall be determined by the District. Payment will be made upon production of a receipt.

## **10. ACCESS TO PLANT BY UNION REPRESENTATIVE**

The duly authorized Business Representative of the Local Union, upon advance notification to the Department Supervisor in charge, and receipt of permission of that Department Supervisor, which shall not be unreasonably withheld, shall have access to the District's properties, or other work locations during working hours, for the purpose of observing working conditions. The Business Representative will not talk to or otherwise interfere with the work of an Employee until and unless such Employee is relieved from duty. There shall be no soliciting of union membership by the Business Representative during these visits. The employer is under no obligation to relieve any Employee other than at normal break times. The Union shall provide the District with a list of its duly authorized Business Representatives. While on District property or at the work location the Business Representative shall observe all District safety rules.

## **11. NONDISCRIMINATION STATEMENT**

The District fully and without reservation subscribes to the public policies of the United States and the State of California as expressed in all applicable statutes that are necessary to project and safeguard the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of race, religious creed, color, age, sex, physical or mental disability, national origin, ancestry, marital status, or union membership.

The District's policy, therefore, is to provide equal employment opportunity to all persons. Its recruitment and employment practices, all offers of employment and all its courses of action concerning training opportunities and training, job placement, promotions, compensation and termination are based solely on merit without regard to race, religious creed, color, age, sex, physical or mental disability, national origin, ancestry, marital status, union membership.

## **12. CONCLUSION**

### **12.1 TERM OF AGREEMENT**

The term of this agreement shall be for a period of Four (4) years commencing on January 1, 2013, and expiring at 11:59 p.m. December 31, 2016. Each of the terms and conditions of this Memorandum shall remain in effect until amended or superseded by subsequent Memorandum of Understanding.

Not more than 120 days prior to the expiration of this Memorandum, the IBEW Local 1245 shall present in writing to the District its proposals for meeting and conferring on wages, hours and other terms and conditions of employment within the scope of representation and the parties shall as soon as practicable meet and confer in good faith with regard to such proposals.

## 12.2 IMPASSE PROCEDURES

Impasse Procedures may be invoked only after the possibility of settlement of the issues concerning the renewal of this MOU through the "meet and confer" process has been exhausted. The procedures listed below shall not be in conflict with but shall be supplemented by the terms of AB646 (Stats 2011 ch 680, effective 1/1/2012) which amends the Meyers-Milias-Brown Act ("MMBA") to add Government Code sections 3505.4, 3505.5 and 3505.7, and which require fact finding before an agency may unilaterally implement its last, best and final offer.

### A. Limitations

1. Only District or IBEW Local 1245 shall have the right to invoke the impasse procedure as hereinafter described.
2. Mediation shall apply only to disputes arising out of and in context of the salary and Employee benefit meet and confer sessions for the renewal of this MOU upon its expiration.

### B. Impasse Initiation

Either the District or IBEW Local 1245 shall initiate the procedure by filing with the other party a written statement of impasse together with a statement of its position on the disputed issue. Such notice must be filed within fourteen (14) days after the last meet and confer session. Within five (5) days after receiving the written notice a joint meeting shall be scheduled.

1. Such meeting shall be for the purpose of final position review by both parties in a last effort to reach agreement on the disputed issues.
2. If agreement is not concluded, mediation shall proceed in the manner hereinafter described. The fees and expenses of the mediator shall be payable one-half by the District and one-half by IBEW Local 1245.
3. If agreement has not been reached at the impasse meeting described above, the parties will contact the State of Conciliation Service of the Department of Industrial Relations of the State of California, requesting such Conciliation Service to supply a mediator.

C. An effort by an impartial third party to assist in reconciling a dispute within the context of Article A (2) of this section between District and IBEW Local 1245 through interpretation, suggestion, and advice, which interpretation, suggestion or advice may be made in writing and supplied to each party upon request of either party.

### D. Public Statements

All mediation proceedings shall be private. At no time will the mediator be empowered to make public statements, take a public position on the facts in dispute, nor

shall his written statement (referred to in C above) be released, unless agreed to in writing by both parties. It is further agreed that no public release of information will be made by either party during the mediation process.

**E. Termination**

The mediation process shall end: (1) upon the signing of a Memorandum of Understanding by both parties covering all items in dispute; (2) termination by the mediator; or (3) upon the written agreement of both parties, whichever is earliest.

**12.3 PERSONNEL RULES AND REGULATIONS**

The South San Joaquin Irrigation District Personnel Rules and Regulations, as amended, govern personnel and pay matters for District Employees, except as amended by this Agreement. Whenever conflicts arise between this agreement and the District Personnel Rules and Regulations, this Agreement shall govern until such time as a change to this Agreement is negotiated.

References to the District's Personnel Rules and Regulations in this Agreement mean the District's Personnel Policy entitled "Rules and Regulations of the South San Joaquin Irrigation District" adopted by the District's Board of Directors by Resolution dated February 12, 1991, amended January 24, 1995 and September 25, 2001, and as may be amended from time to time hereafter.

**12.4 INVALID PROVISIONS**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through State or Federal government regulations or decree, such decision, regulation or decree shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not be declared invalid and shall remain in full force and effect. This Agreement supersedes all prior agreements between the parties hereto.

**12.5 AGENCY SHOP**

An Agency Shop as defined in Government Code 3502.5 is established by this Agreement. The Agency Shop will be governed by the terms in Exhibit C.

**12.6 MUTUAL AGREEMENT**

The parties agree that this is the complete Agreement between them and that it may be modified only in writing by mutual agreement.

IN WITNESS WHEREOF, the District and the I.B.E.W. Local 1245 have caused these presents to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR: SOUTH SAN JOAQUIN IRRIGATION DISTRICT:

\_\_\_\_\_  
President Board of Directors

\_\_\_\_\_  
Jeffrey Shields,  
Secretary and General Manager

\_\_\_\_\_  
Lee Clark,  
The Clark-Heidrich Group, Inc.  
Chief Negotiator

FOR: I.B.E.W. LOCAL 1245

\_\_\_\_\_  
Tom Dalzell  
Business Manager

\_\_\_\_\_  
Charley Souders  
Business Representative

\_\_\_\_\_  
John Briggs

\_\_\_\_\_  
Jason Wirstlin

\_\_\_\_\_  
Brian Nevitt

## EXHIBIT A WAGE SCHEDULE

1/1/14

The schedule of wages in Table 2.1A is supplemented as follows:

<b>RANGE AND STEP SCHEDULE OF WAGES</b>					
<b>CLASSIFICATION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Account Clerk	21.05	22.10	23.20	24.36	25.57
Administrative Secretary	24.84	26.08	27.38	28.75	30.19
Customer Service Rep	22.81	23.95	25.15	26.41	27.73
Division Manager	21.37	22.44	23.56	24.74	25.98
Division Manager vac (maint season)	25.73	27.02	28.37	29.79	31.28
Division Manager vac (water season)	23.44	24.61	25.84	27.13	28.49
Electrical Tech II	34.25	35.96	37.76	39.65	41.63
Engineering Tech	30.64	32.17	33.78	35.47	37.24
Equipment Operator	24.39	25.61	26.89	28.23	29.64
Equipment Service Worker	22.63	23.76	24.95	26.20	27.51
Facilities inspector	30.64	32.17	33.78	35.47	37.24
Foreman II	29.23	30.69	32.22	33.83	35.52
Gunite Worker	23.74	24.93	26.18	27.49	28.86
Heavy Equipment Operator	26.80	28.14	29.55	31.03	32.58
Maintenance Worker	22.63	23.76	24.95	26.20	27.51
MDC Operator	21.90	22.99	24.14	25.35	26.62
Mechanic Helper	22.63	23.76	24.95	26.20	27.51
Pest Control Applicator	27.10	28.46	29.88	31.37	32.94
SCADA Technician	35.44	37.21	39.07	41.02	43.07
Sr Maintenance Worker	23.74	24.93	26.18	27.49	28.86
Warehouseman	24.39	25.61	26.89	28.23	29.64
Water Conservation Coordinator	24.79	26.03	27.33	28.70	30.14
Welder/Mechanic	26.80	28.14	29.55	31.03	32.58

## EXHIBIT B Rules and Regulations Regarding Long Term Disability

### XII. LONG TERM DISABILITY (LEAVE OF ABSENCE)

1. All District Employees are eligible for long term disability leave of absence (LTD) without pay in accordance with the provisions contained in this section.
2. LTD without pay may be granted to an Employee after a medical leave of absence and in accordance with the terms and conditions of the District LTD plan.
3. The effect of LTD on District benefits is as follows:
  - A. All benefit accruals, including, but not limited to, sick leave, sick pay, vacation, and/or holiday pay, will cease during a long term disability.
  - B. District's group insurance benefits will not recommence (continue) when an Employee goes on LTD. If an Employee goes on LTD without first being on medical leave of absence, then District group insurance benefits will remain in effect only to the end of the month during which the LTD commences.
4. The Employee must notify the Employee's immediate supervisor of his/her status at least every thirty days while on LTD.
5. District Employees must report to their supervisor on the first scheduled day of work following the end of the LTD or the release of the Employee's physician.
6. Employees returning from a LTD must present a written release from their physician indicating the Employee may return to his/her normal work duties.
7. If the supervisor of the returning Employee has any question as to the physical condition or capabilities of the Employee to perform his/her normal work duties, the District reserves the right to have the Employee examined by a physician of the District's choice. Also, the examination will determine whether or not the Employee may return to work at that time.
8. Upon becoming available to return to work after a LTD, the Employee, including those who are Probationary, will be reassigned to his/her former position provided the position has not been filled. If no such vacancy exists, the Employee will be placed on a preferential hiring list and will be offered the first available job for which he/she is qualified and will be offered the job before it is offered to a non-Employee.
9. An Employee on a LTD during his/her probationary period will have the probationary period extended by the number of work days missed due to the LTD.



## **EXHIBIT C UNION SECURITY**

### **A. UNION MEMBERSHIP, SERVICE FEES AND ALTERNATIVES**

1. Thirty days after completion of the probationary period, an Employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union; or (2) tender monthly a “service fee” in an amount not to exceed the sum of the monthly dues and per capita fees required of Union members on base wage rates. In the alternative, if the Employee is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public Employee organizations, said Employee must tender a monthly donation equal to the service fee to a nonreligious non-labor charity such as the Heart Association or United Way or other tax exempt charity chosen by the Employee. Employees claiming a religious exemption must also provide proof of the payments on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union. District will annually, or more frequently on written request of the local Union Representative, but no more often than quarterly, state for each such Employee whether such action has taken place. Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union which identifies the religious organization by name and provides that the Employee and the religious organization meet all of the requirements for claiming the religious exemption.
2. Any Employee of the District in a classification represented by Union and who, on June 30, 2003, was an Employee and was not a member of the Union, and who remains an Employee continuously after June 30, 2003, is exempt from the provisions of this part of the Agreement unless and until the Employee chooses to become a member of the Union.
3. Except as provided in Subsection A2 above, any non-bargaining unit Employee who is placed in a classification represented by Union shall, as a condition of employment, within 30 days comply with the provisions of Subsection A1 above.
4. Any bargaining unit Employee who is temporarily placed in a non-bargaining unit classification for a continuous period of less than 30 days shall continue to be subject to the provisions of Subsection A1 above.
5. District shall notify Union within 30 days of hiring any new Employee into any bargaining unit classification.
6. No initiation fee will be charged to any District Employee who becomes a member of the Union.

### **B. ENFORCEMENT PROCEDURE**

1. No Employee shall be terminated under this Article for failure to comply with Subsection A1 unless:

- a) The Union first has notified the Employee by letter, explaining that he/she is delinquent in tendering the required service fee, or payment in lieu of service fee pursuant to Subsection A1 above, specifying the current amount of the delinquency, and warning the Employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the Employee will be reported to the District for termination as provided in this Article; and
- b) The Union has furnished the District with written proof that the procedure of Subsection B1(a), above has been followed, or has supplied the District with a copy of the letter sent to the Employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the District to terminate the Employee, the following written notice:

“The Union certifies that       (Employee’s Name)       has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the District shall terminate the Employee.”

2. Upon written request of the Union, and within 30 calendar days after District is satisfied that the foregoing conditions have been completed, the District shall terminate the employment of any Employee who fails to comply with the requirements of Subsection A1 above during the duration of this Agreement, subject to applicable notice and hearing rights.

#### **C. UNION RESPONSIBILITIES**

1. The Union shall keep an adequate itemized record of its financial transactions and shall, within 60 days of the close of the District’s fiscal year, make available to the District, and to all bargaining unit Employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant. If the Union is required to file financial reports under the federal Labor-Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering District Employees, or is required to file financial reports under California Government Code Section 3502.5, it may satisfy the financial reporting requirement by providing the District with a copy of the financial reports.
2. The Union certifies to the District that it has adopted and implemented, and will maintain procedures in accordance with applicable California law, any decisions by a court of competent jurisdiction, and any other applicable legal authority.

#### **D. HOLD HARMLESS**

The Union agrees to indemnify and hold the District harmless against any and all liability including but not limited to such items as wages, damages, awards, fines, court costs, and

attorney fees which may arise by reason of the result of the operation of this section of the Agreement regarding Union Security. Any dispute as to the service fee or the donation equivalent or the amount thereof shall be directed solely to the Union and the District shall not be a party to the dispute.

**E. RESCISSION OF AGENCY SHOP**

Pursuant to Government Code, section 3502.5(d), the agency shop provision contained herein may be rescinded by a majority vote of all the Employees in the bargaining unit, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the Employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of this memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the District and the Union may negotiate, and by mutual agreement provide for an alternative procedure or procedures regarding a vote on rescission of the agency shop agreement.

**F. CHANGE OF LAW**

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, the parties hereto shall meet-and-confer within thirty (30) days to negotiate a substitute provision which conforms to said law or court decision.

**G. DEFINITIONS**

District Employees covered by this Agreement are all Employees except for elected and appointed officers, management, professional, supervisory and confidential employees. "Agreement" refers to the Memorandum of Understanding to which this Exhibit is attached. "Union" refers to the International Brotherhood of Electrical Workers AFL-CIO, Local 1245.

## **EXHIBIT D AGREEMENT COVERING SPECIAL WORKING CONDITIONS AT THE WATER TREATMENT SYSTEM**

### **Introduction**

District has hired Employees to operate the Water Treatment System (“WTS”) which will provide drinking water for the cities of Manteca, Escalon, Lathrop and Tracy. This Exhibit D modifies the accompanying MOU to accommodate the differing operating environment of the WTS from the District’s irrigation system operations. In this Exhibit, District Employees assigned to WTS positions as designated in Schedule A-1 described below are referred to as “WTS Employees.”

### **Agreement**

1. Section 2.1 Wage Rates, is modified as follows:

- a. Section 2.1 A is amended by the addition of the following at end of the first sentence:

“The wage rates for WTS Employees shall be governed by Schedule A-1.”

- b. A new Section 2.1 D is added as follows:

A WTS Employee’s starting wage rate will be established at hire within the Pay Range established for the particular position based on knowledge, skills, abilities and other factors as determined by the District. Each WTS Employee’s performance will be evaluated annually. At the annual evaluation, each WTS Employee will be considered for a possible Step increase until such time as the Employee has received the final Step increase in the Pay Range for the Employee’s job classification. Step increases will be based on merit and are not automatic. There are five Pay Steps for each WTS Employee’s job classification, which increase in 5% increments. A table attached as Appendix 1A shows the wage rates in effect in 2014.

2. Section 2.2 Hours, is amended by addition of a new Subsection E as follows:

E. a). WTS Employees assigned to work in operations may be assigned to day shifts or night shifts and may be assigned to 12 hour day work schedule. Each shift involving the 12 hour day consists of a 36 hour work week and a 48 hour work week.

b). Any WTS Employees not assigned to a 12 hour shift may be assigned at the District’s option to either a basic 5 days x 8 hours per day schedule or an alternative work schedule.

c). WTS Employees may be assigned to a work week other than the basic work week of Monday through Friday.

3. Section 2.3 Overtime, is amended as follows:

A new Subsection D is added as follows:

D. Section 2.3 A is not applicable to WTS Employees, who shall instead be governed by the following provisions:

1). All WTS Employees will be paid overtime at the rate of 1-1/2 times the hourly rate beyond 40 hours in a work week and for all hours worked beyond their scheduled shift.

A new subsection E is added as follows:

E. Section 2.3C is inapplicable to WTS Employees who shall instead be governed by the following provisions:

1). WTS Employees in the maintenance classification may take compensatory time off (CTO) in lieu of money.

2). WTS Employees in the Operator classification and classified as Operator II or above shall be allowed to accrue up to 40 hours of compensatory time off (CTO) per year. CTO hours may be used exclusively to supplement eight hour paid holiday shifts not worked i.e. four hours of CTO plus eight hours holiday pay equals a normal 12 hour paid shift for the holiday.

3). All WTS Employees who have earned overtime, may take CTO in lieu of money, except as provided above. The maximum accumulation of CTO is 40 hours. After 40 hours of CTO has accumulated, additional overtime shall be paid in money. CTO is paid at the rate of 1-1/2 hours of time off for each hour of overtime earned.

4. Section 2.4 Rate of Pay/Out of Class Pay. "Out of Class Pay" as described in Section 2.4 of the master MOU shall be applicable to WTS Employees as well. The practice of allowing Employees on call to take home District vehicles will be allowed.

5. Section 2.5 Call Back Pay/ Rest Period/Meals, is amended by addition of a new subsection D as follows:

A WTS Employee in the Operator II classification or above is not permitted to leave the Water Treatment Plant premises so long as the Employee is the operator with sole overall responsibility for the water treatment plant's operation. An Employee with such responsibility is not permitted to leave the Water Treatment Plant premises until relieved by another qualified Operator II or above. The shift of an Employee with such responsibility during the Employee's lunch break will include a lunch break. For example, if the Employee is working a 12 hour shift, the Employee is entitled to a paid lunch break during the 12 hour shift.

6. A new Section 2.8 Stand-by Pay is added as follows:

WTS Employees may be assigned to stand-by status at the discretion of the Water Treatment Plant Manager. In such an event, the Employee may leave the water treatment premises, but must be reachable by telephone at all times, be within a 60 minute drive of the water treatment plant, not be under the influence of alcohol or any prescription drugs that restrict the Employee's capability of driving or performing the Employee's WTS responsibilities and report for work within 60 minutes of receiving direction to report. Employees assigned to stand-by status will receive 2 hours' compensation per day at the Employee's standard hourly pay rate. If called back to work, the Employee will also receive compensation at the Employee's appropriate hourly rate from the time the Employee arrives at the requested destination until the Employee completes the assigned work. An Employee assigned to stand-by status that does not report to work within 60 minutes is subject to forfeiture of the 2 hours compensation and to disciplinary action.

7. Section 5.1 *Vacation*, is amended by addition of a new Subsection 5.1H as follows:

H. WTS Employees are not entitled to random vacation days. The taking of vacation and CTO days is subject to the advance notice and approval provisions in the first paragraph of Subsection 5.1A, unless the full period for notice is waived as provided in the second paragraph of Subsection 5.1A. The scheduling of vacation days requires approval of the WTS Plant Manager and the Plant Manager's evaluation of the District's operational requirements. Priority in the scheduling of annual vacations will be based on seniority in terms of the longest duration of District employment. Vacation selection and shift selection will be made by classification based on seniority irrespective of when an Employee was certified to work in his or her classification. Notice of a WTS Employee's intention to take an annual vacation of one week or longer must be submitted to the Plant Manager by February 1 of each year for that year.

Subsection 5.1F is not applicable to WTS Employees.

8. Section 5.2 Sick Leave, is amended by addition of the following at the end of Subsection A.2.b:

This subsection is not applicable to a WTS Employee in the Operator II classification or above so long as the Employee is the operator with sole overall responsibility for the water treatment plant's operation. An Employee with such responsibility is not permitted to leave the Water Treatment Plant premises until relieved by another qualified Operator II or above.

9. Section 5.3 Holidays is amended as follows:

a. By addition of the following at the end of subsection C:

Subsection 5.3C is not applicable to WTS Employees.

b. By addition of the following at the end of subsection D:

WTS Employees will receive 8 hours' pay for each holiday so designated in the MOU. If a WTS Employee works a holiday, the Employee will be paid 8 hours for the holiday and 1.5 times the Employee's regular hourly rate for all hours actually worked on the holiday.

10. Sections 6.2 Foreman II, and 6.3 Foreman I, are amended by addition of the following at the end of each section:

This section is not applicable to WTS Employees.

11. Section 6.6B is amended by addition of the following:

All Employees placed within a WTS job classification, whether an existing District Employee or a new hire, must serve a 12 month probationary period for the WTS job classification. Any Employee who desires to vacate the position or who does not satisfactorily complete the probationary period for the position, and who vacated a District position to accept the new position, shall be returned to the former position, if the former position is still available, or if no vacancy exists, the Employee may apply for any other District job opening for which the Employee is qualified.

12. Section 6.8C Probationary Employees, and Section 6.8D Permanent Employees, is modified by addition of the following:

The requirement in any WTS job description that the Employee must possess a particular license or certification is a continuing term of employment. The Employee's failure to achieve the required license or certification within the time frame established for the Employee to obtain the license or certification or to at all times thereafter maintain the license or certification, is grounds for termination regardless of the Employee's status as a Probationary or Permanent Employee.

13. Section 6.10 Examinations and Continuing Education, is amended by addition of the following:

The District will pay for all required medical exams and coursework to satisfy any continuing education requirements, according to the procedure in subsection 6.10.A.2 as well as any required licensing fees, for all WTS Employees whose job description requires a particular certification or license, other than conventional driver's licenses.

14.

A three percent (3%) shift differential will be applicable for all shifts that commence on or after 3:00PM.

## APPENDIX 1A WAGE SCHEDULE

2014 WATER TREATMENT PLANT HOURLY WAGE SCHEDULE - GENERAL UNIT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Administrative Assistant	17.49	18.36	19.28	20.24	21.25
Operators					
Operator Apprentice	24.50	25.72	27.01	28.36	29.78
Water Treatment Operator II	29.29	30.75	32.29	33.90	35.60
Water Treatment Operator III	34.64	36.37	38.19	40.10	42.11
Water Treatment Operator IV	40.74	42.78	44.92	47.17	49.53
Maintenance					
Mechanical I	27.50	28.88	30.32	31.84	33.43
Mechanical II	32.59	34.22	35.93	37.73	39.61
Electrician I	27.50	28.88	30.32	31.84	33.43
Electrician II	32.59	34.22	35.93	37.73	39.61
Instrument Tech	42.28	44.39	46.61	48.94	51.39
Maintenance/Laborer	22.63	23.76	24.95	26.20	27.51