

**MEMORANDUM OF UNDERSTANDING**

**Between**

**The**

**BELLA VISTA WATER DISTRICT**

**And**

**LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL/CIO**

**Effective: July 1, 1992**

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## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
1	Preamble	1
2	Recognition	2
3	Management Rights	3
4	Union Security	3
5	Grievance Procedure	4
6	Safety	6
7	Industrial Disability	7
8	Employee Status	8
9	Wages and Classifications	9
10	Hours and Overtime	11
11	Seniority	12
12	Promotions	13
13	Demotion Displacement and Layoff	14
14	Leave of Absence	14
15	Expenses	15
16	Sick Leave	16
17	Bereavement/Funeral Leave	17
18	Holidays	17
19	Vacations	18
20	Jury Leave	19
21	Evaluations	19
22	Discipline	20
23	Substance Abuse	22

24	Miscellaneous	24
25	Benefit Programs	25
26	Entire Agreement	26
27	Term	27
	Exhibit A: Schedule of Classifications and Wage Ranges	30
	Exhibit B: Classification Specifications	31
	Meter Reader	31
	Water Distribution Operator D1	32
	Accounts Payable Clerk	33
	Customer Services Clerk	34
	Customer Services/Distribution Representative	35
	Water Treatment Operator T1	36
	Payroll Clerk	37
	Water Distribution Operator D2	38
	Water Distribution Technician	39
	Cross Connection Control Technician	40
	Mechanic	41
	Water Treatment Operator T2	43
	Water Distribution Operator D3	44
	Water Treatment Operator T3	45
	Field Technician	46
	Distribution Supervisor	47
	Water Treatment Operator T4	49
	Water Treatment Operator T5	50
	Electrical/Instrumentation Technician	51

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made and entered into this first day of July, 1992, by and between the designated representatives of the Bella Vista Water District (a public agency as defined in section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the District, and the designated representatives of Local Union 1245, International Brotherhood of Electrical Workers (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Union;

### **WITNESSETH:**

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, the Union and the general public may benefit there from, and to establish fair and equitable wages, hours, and working conditions for certain hereinafter designated employees of the District;

NOW, THEREFORE, the parties hereto do agree as follows;

### **ARTICLE 1**

#### **Preamble**

**1.1** The parties acknowledge the provisions of Chapter 10 (Section 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

**1.2** This Memorandum of Understanding supersedes and replaces all previous memoranda of understanding, agreements, policies, practices, procedures, and terms and conditions of employment on subjects which are covered by this Memorandum of Understanding.

**1.3** It is the policy of the District and the Union not to illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color, age, religion, national origin, or physical handicap.

**1.4** The District is engaged in rendering services to the public, and the District, the Union, and the employees upon being hired by the District accept and recognize their obligation for the continuous rendition and availability of such services.

**1.5** District employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of the District and its service to the public, and shall cooperate in promoting and advancing the welfare of the District and in preserving the continuity of its service to the public at all times.

**1.6** When an employee accepts employment, the employee accepts an obligation not to engage in any work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District, including compliance with the request of other organizations to engage in such activity. The duties performed by employees of the District as part of their employment pertain to and are

essential to the operation of the District and the welfare of the public dependent thereon. During the term of this Memorandum of Understanding, employees shall not partially or totally abstain from the performance of their duties for the District. The Union shall not call upon nor authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and the District shall not cause any employee lockout. Those employees who do individually or collectively partially or totally abstain from the performance of their duties for the District shall be subject to disciplinary action up to and including discharge from employment without recourse.

**1.7** Joint Union-Management meetings shall be held as often as agreed upon by the Union and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided the meetings shall not substitute for normal grievance procedures or for formal negotiations between the Parties. The meetings may be summarized in written minutes. In order to encourage free discussion specific statements and the name of the person making the statement shall not be quoted outside of the meeting.

**1.8** All employees shall treat all persons with dignity, equity and respect.

## **ARTICLE 2**

### **Recognition**

**2.1** The District recognizes the Union as the exclusive representative of all employees of the District who hold a classification listed on Exhibit "A" of this Memorandum of Understanding, excluding all other employees. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the District for whom the Union is the established exclusive representative.

**2.2** Official representatives of the Union will be permitted access to District property to confer with District employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of management.

**2.3** The District will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business.

**2.4** The District and the Union will not interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the employee's membership or non-membership in the Union or the employee's activity on behalf of the Union.

**2.5** Any employee at the employee's request shall be permitted representation by a Union representative. The foregoing shall apply to reprimands and disciplinary actions providing there is not unreasonable delay in obtaining representation.

**2.6** Whenever a new employee is hired, the District will notify the appropriate Union Shop Steward and schedule a meeting of up to one-half (1/2) hour during regular work hours in order to allow for the Union Shop Steward to orient the new employee about the obligations and benefits of Union membership and District employment. No information will be conveyed which is negative or derogatory to either the Union or the District.

**2.7** Whenever any employee is absent from work as a result of a formal request by the Union and is engaged in official Union business, the District shall pay for all regular time absent and shall be reimbursed therefore by the Union at the rate of one hundred fifty percent (150%) of the employee's regular pay rate.

## **ARTICLE 3**

### **Management Rights**

**3.1** The District retains all of its powers and authority to direct, manage, and control District operations to the full extent of the law. Further, District rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the District; (b) the supervision of all operations, methods, processes and means of performing any and all work; (c) the control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces; (d) the right to determine the work to be done by employees; (e) the right to change or introduce new or improved operations, methods, means or facilities; (f) the right to establish budget procedures and financial allocations; (g) the right to hire, classify, schedule, promote, demote, evaluate, release, lay off and increase or reduce work hours of employees; (h) the right to suspend, discipline and discharge employees; (i) the right to contract out work to be done or services to be rendered; (j) the right to otherwise maintain an orderly, effective and efficient operation.

**3.2** The District's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of new policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express provisions of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.

**3.3** It is also agreed and understood that grievances related to this Article, pursuant to Article 5, Grievance Procedure, are solely limited to whether or not the District appropriately reserved its rights. Specifically excluded from the grievance procedure are issues arising out of the exercise by the District of its discretion under this Article, including the facts underlying the exercise of such discretion.

## **ARTICLE 4**

### **Union Security**

**4.1(a)** Every employee covered by this Memorandum of Understanding shall, as a condition of employment: (1) become a member of the Union and maintain the employee's membership in the Union in accordance with its constitution and bylaws; or (2) in the alternative, an employee must tender a registration fee to the Union equal to the initiation fee required of Union members and shall tender monthly an agency fee in an amount equal to the amount of the monthly dues and per capita fees required of BA members in the employee's base wage rate; except that:

**4.1(b)** Whenever any employee is appointed, except on a temporary basis, to any classification out of the bargaining unit covered by this Memorandum of Understanding, the employee may withdraw from membership in the Union and the obligation to pay an agency fee

shall be suspended for the duration of such period as the individual is working for the District in a job classification not covered by this Memorandum of Understanding.

**4.2** The District shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in 4.1(a), and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

**4.3** Deductions shall be made from the first payroll period of each month and a check for the total deductions shall be submitted to the local Union office within five (5) working days of the date the deductions are withheld from the employee's paycheck. The District will notify the Union at the time of the dues transmittal to the Union of any changes since the previous dues transmittal and the reasons therefore.

**4.4** The form of check-off authorization shall be approved by both the District and the Union.

**4.5** Upon written request from the Union, the District shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

## **ARTICLE 5**

### **Grievance Procedure**

**5.1** A grievance is defined as any dispute or disagreement which may arise between the union and an employee within the District with respect to interpretation or application of any of the terms of the Memorandum of Understanding. Probationary or temporary employee shall not be entitled to process grievances with respect to matters of discharge, demotion or discipline. This shall not, however, prevent a temporary or probationary employee from enforcing any other rights under this Memorandum of Understanding. A grievance procedure shall not apply to any disciplinary action pursuant to Article 22.

**5.2 Step One:** The initial step in the adjustment of a grievance shall be a discussion between the grievant or the Shop Steward and the grievant's immediate management-level supervisor, who will answer within ten (10) working days. This step shall be started within thirty (30) days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. The step may be taken during the working hours of the grievant.

**5.3 Step Two:** If the grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the District's General Manager, who shall answer in writing within ten (10) working days. The second step shall be taken within ten (10) working days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

**5.4 Step Three:** If a grievance is not resolved in the second step, the third step shall be referral by the Union to mediation within twenty (20) working days of the answer in Step Two. Whenever a grievance is referred to mediation, either the Union or the District General Manager may request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until a mediator has released the parties from the mediation process.

**5.5(a) Step Four:** If a grievance is not resolved in the third step, the fourth step shall be referral by the Union to arbitration. The fourth step shall be taken within twenty (20) working days of the answer in Step Three.

**5.5(b)** An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and the Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The District and the Union each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the District and the Union. The District and the Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request and expense, the District shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.

**5.5(c)** The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the District, the Union, and the grievant, provided, however, that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

**5.6** Failure by the grievant or the Union to meet any of the aforementioned time limits will result in forfeiture of the right to further dispute the General Manager's disposition however; the aforementioned time limits may be extended by mutual agreement. Failure by the District to meet any of the aforementioned time limits will allow the grievant to proceed to the next step of the established procedure.

**5.7** Neither the grievant nor the Union shall interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirement or directives pending the final decision on the grievance.

**5.8** Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the District and to have such grievance adjusted without the intervention of the Union, provided, however, that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided further, that Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Memorandum of Understanding.



## **ARTICLE 6**

### **Safety**

**6.1** The District desires to maintain a safe place of employment for District employees and to that end District management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

**6.2** Regular safety meetings will be held at least every month for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions, and familiarizing employees with safe work procedures and applicable state safety orders, and for training in first aid.

**6.3** Regular "tailgate" safety meetings will be held at all job sites to plan the job and to emphasize safety in its performance.

**6.4** All supervisors are responsible for safety in their area of responsibility. The employee in charge at any particular work site will be responsible for safety at that location including proper barricading, signing and use of flagmen.

**6.5** All employees shall follow safety rules, procedures, and laws, and will exercise good judgment and maintain a positive safety attitude.

**6.6** Any employee suffering an injury or illness on the job shall immediately or as soon as possible report such injury or illness to the employee's immediate supervisor and shall complete the proper accident and illness reporting forms.

**6.7** All employees are responsible for reporting unsafe conditions, procedures, or work practices, and for immediately or as soon as possible reporting any accident which occurs, and for assisting fellow employees in minimizing hazards.

**6.8** All employees shall wear hard-hats while exposed to the potential for head injury.

**6.9** All employees shall wear seat belts while driving or operating any District vehicle.

**6.10** The District will provide as needed brightly colored (yellow or orange) vests, raincoats, or jackets, as applicable, and all field personnel will be required to wear them when necessary in fieldwork.

**6.11** If an employee, with prior General Manager's approval elects to use customized hearing protection, the District and the employee will each pay one-half of the cost.

**6.12** Field employees are entitled to reimbursement, for up to 50%, not to exceed \$125.00 bi-annually, for the purchase of work boots appropriate for the employee's duties and responsibilities as determined by the Employee's Department Manager.

**6.13** Whenever the District provides safety equipment, protective clothing or uniforms, the employees will be required to wear or use them as directed by the District.

**6.14** Employees who are assigned to vehicles or equipment are responsible for maintaining such vehicles and equipment in safe operating conditions, and are required to immediately or as soon as possible report any unsafe situation to their supervisor.

**6.15** Self-contained breathing apparatus and cartridge respirators shall be used to protect employees from life-threatening atmospheres, including chlorine or oxygen-deficient atmospheres. All employees required to use respiratory protection equipment shall be clean shaven between the face and the sealing surface of the respiratory face piece when reporting to work.

**6.16** All employees are required to comply with additional safety rules and procedures, other than those set forth in this Memorandum of Understanding, as established by the District from time to time for special work situations.

**6.17** It is recognized that the District has the responsibility for providing a safe and healthy workplace. In order to assist the District and facilitate the promotion of safety on District properties, a joint safety committee consisting of representatives of the Union, as well as representatives of the District, is established. The committee shall meet at regular times to administer safety educational programs, investigate accidents, and to recommend appropriate safety rules and changes thereto.

**6.18** Notwithstanding the provisions of 6.17, the District reserves its right and obligation to draft, implement, and enforce appropriate safety rules for employee operations. Prior to the implementation of any new or modified safety rules, the District will provide the Union with written copies of all proposed changes.

## **ARTICLE 7**

### **Industrial Disability**

**7.1** Whenever an employee is absent from work as a result of a work-related disability and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, such employee may elect to utilize accumulated sick leave, vacation or compensatory time off if applicable, to supplement the employee's temporary disability indemnity payments up to a maximum of the employee's full salary. Following exhaustion of accumulated sick leave credits, the employee may use compensatory time off or vacation credits for the purpose of supplementing temporary disability indemnity payments. During the time an employee is receiving temporary disability indemnity payments which are supplemented by accumulated sick leave, vacation, or compensatory time off, if applicable, the employee shall continue to accumulate additional vacation and sick leave credit, and is entitled to continuation of the employee's insurance benefit program. An employee's insurance benefits shall be continued at the District's expense for a maximum of six (6) full continuous calendar months following the date of exhaustion of other forms of District-paid time off or six (6) months from the first date of employee's absence as a result of disability whenever the employee elects to not use District paid-time off benefits to supplement temporary disability indemnity payments. Holidays, which occur during the period for which an employee is receiving temporary disability indemnity payments, shall be recognized by such employees as holidays for compensation purposes up to a maximum of full pay.

**7.2** An employee who is absent by reason of industrial disability may be returned to work by the District and given temporary light duties within the employee's ability to perform with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the District. Such employee shall be compensated at the then-current rate of pay of the employee's regular classification while engaged in such temporary duties. The District may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the District for the purposes of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee or to the employee's fellow workers.

## **ARTICLE 8**

### **Employee Status**

**8.1** Employees will be designated as regular full-time, regular part-time, probationary, full-time temporary, or part-time temporary, depending upon the purpose for which they are hired and their length of continuous service with the District.

**8.2** A regular full-time employee is defined as an employee who has one year or more seniority with the District in continuous full-time probationary employment.

**8.3** A regular part-time employee is defined as an employee who has one year or more seniority with the District in continuous part-time probationary employment, and who is regularly scheduled to work less than eight (8) hours per day or less than forty (40) hours per week. Regular part-time employees shall accrue only vacation and sick leave benefits at the same ratio to regular full-time employee benefits as the regular part-time employee's work hours bears to regular full-time employee work hours. Regular part-time employees shall not receive any other employee benefits other than as specified above, unless retirement or medical benefits are required by the California Public Employee's Retirement System or the Public Employees' Medical and Hospital Care Act.

**8.4** A probationary employee is defined as an employee hired for a full-time or part-time position that has been regularly established as an authorized position by the Board of Directors and is of an indeterminate duration. A probationary employee shall receive not less than the minimum wage rate for the job, and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as the employee becomes eligible, but shall not be eligible for a leave of absence. Upon completion of one year of continuous full-time or part-time service with the District, a probationary employee shall be given the status of a regular full-time or regular part-time employee as applicable. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive workdays.

**8.5** A full-time temporary employee is defined as an employee hired for occasional or seasonal work for a period not to exceed six (6) months. A full-time temporary employee shall receive not less than the minimum wage rate for the job, but shall not be eligible for any employee benefits such as sick leave pay, holiday pay, vacation pay, insurance coverage, retirement plan participation, or items of a similar nature, nor shall the employee accrue seniority or leave of absence rights, unless retirement or medical benefits are required by the California

Public Employee's Retirement System or the Public Employees' Medical and Hospital Care Act. If a full-time temporary employee is reclassified to probationary status, the employee shall be credited with any full-time temporary service in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

**8.6** A part-time temporary employee is defined as an employee hired for occasional or seasonal work or for employment of less than eight (8) hours per day or less than five (5) days per week, or whose work period is not regularly scheduled and who normally works less than full-time. A part-time temporary employee shall receive not less than the minimum wage rate for the job, but shall not be eligible for employee benefits such as sick leave pay, holiday pay, vacation pay, or items of a similar nature, nor shall the employee be eligible for insurance coverage or retirement plan participation, accrual of seniority, or leave of absence rights. If a part-time temporary employee is reclassified to full-time temporary or probationary status, the employee shall be credited with part-time service in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

## **ARTICLE 9**

### **Wages and Classifications**

**9.1** Effective the pm of July 5, 2013 eight and one-half (8.5%) general wage increase to all Exhibit "A" Classifications and subsequent step progressions. After twenty six (26) full pay periods in a step and upon obtaining a "satisfactory" or better evaluation from the Department Manager, an employee will advance to the next step. An employee who is otherwise eligible for the step increase but who does not obtain a "satisfactory" evaluation will not be eligible for the step increase but will be given an action plan for obtaining a "satisfactory" or better evaluation, and will be re-evaluated within 3 months. Upon obtaining the satisfactory or better evaluation the employee will then be entitled to the step increase effective at the time of the satisfactory rating. Employees will normally be hired at the entry level wage. In appropriate circumstances, as determined by the General Manager, an employee may be hired at a higher step. Classification and subsequent step progressions shall be defined as 2% year one 3% year three and 4% year five and upon obtaining satisfactory or better evaluations. In addition, upon recommendation by the employee's Department Manager and the General Manager and approval by the Board of Directors, an employee may be granted a wage increase based on outstanding performance. The minimum qualifications for an employee to receive such pay are:

- a. an overall above average or higher rating on their most recent evaluation,
- b. have no disciplinary actions in the last year,
- c. have treated their fellow employees and the District's customers with dignity, equity and respect,
- d. and have demonstrated loyalty to the District and its customers.

The basis for receipt of such pay increase may include, but is not limited to the following:

1. employees who have improved efficiency in District operations,
2. provided ideas that have saved the District substantial sums of money,
3. taken on extra work assignments,
4. received a major accolade or award which reflects favorably upon the District,
5. improved their education or skill for their position,

6. or filled in for absent employees over a long period of time.

Such pay increase may start at any time, but shall not occur more than once in each calendar year. The Board of Directors may also increase the wage range, if the Board finds such increase to be in the best interest of the District. This Section is not subject to the grievance procedure.

**9.2** Wages shall be paid at biweekly intervals on Thursdays for a pay period ending no earlier than the preceding Friday. If a pay day falls on a holiday, payments shall be made on the preceding workday.

**9.3** Whenever the best qualified employee as provided for in sections 12.1 and 12.2 is temporarily assigned for a minimum of two (2) hours to work in a classification higher than the employee's regular classification, the employee shall be paid at the rate established for the higher classification for a minimum of two (2) hours and time computed to the next full hour, except when the work is performed outside the regular work hours and the duration is less than two (2) hours, the employee shall be paid at the rate established for the higher classification. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which he is being temporarily assigned which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification.

**9.4** For purposes of wage rate progression when assigned to a temporary classification, the time worked by an employee in other than the employee's regular classification shall also be accrued in such temporary classification.

**9.5** Whenever an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.

**9.6(a)** Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Classifications and Wage Ranges".

**9.6(b)** Effective October 3, 2008 the general wage increase will be 3% and the step increase will be 2% for all incumbent employees. Subsequent wage and step increases are defined in Exhibit "A" and Article 9.1.

**9.7(a)** Attached hereto and made a part hereof is Exhibit "B" titled "Classification Specifications". The job descriptions included therein are intended to be general guidelines regarding the duties to be performed by a particular classification of employee and are not to be construed as restrictions on the duties an employee may normally perform. Any employee may be assigned to perform the duties of a classification which has an equal or lower wage rate. Any changes to the job descriptions will be subject to the guidelines of meet and confer only when a change is necessary and will not reopen negotiations for the remainder of the MOU.

**9.7(b)** Employees hired as Water Treatment Operator T1 or T2 after July 1, 2001 will be required to obtain their Certification Grade T3 within thirty (36) months from their date of hire and will be reclassified to Water Treatment Operator T3 at that time. Failure to obtain the required certification within the time specified will be grounds for immediate dismissal.

**9.7(c)** Employees classified as Water Distribution Operator D1 will be required to obtain their Certification Grade D2 within eighteen (18) months from their date of hire and will be reclassified to Water Distribution Operator D2 at that time. Failure to obtain the required certification within the time specified will be grounds for immediate dismissal.

**9.9** Whenever the District assigns an employee the duties of safety coordinator, the employees wage rate shall be increased by five percent (5%) for the duration of the assignment with a minimum of 2 hours.

## **ARTICLE 10**

### **Hours and Overtime**

**10.1** Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the District. The time spent in traveling between such headquarters and the job site shall be considered as time worked.

**10.2** Except as otherwise provided by the District, a workweek is defined to consist of seven (7) consecutive calendar days, beginning on Friday four (4) hours after each employee's regular shift starting time and ending on the following Friday at the same time, and a basic workweek is defined to consist of five (5) workdays of eight (8) hours each, with an uncompensated meal break near the middle of the work shift. The basic workweek may begin on any day of the week or at any hour of the day during the workweek. The basic workweek shall normally be Monday through Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., except as otherwise established by the District. Full-time employees shall be entitled to one (1) fifteen-minute (15) compensated rest break before the meal period and one (1) fifteen-minute (15) compensated rest break after the meal period. Part-time employees who work for four (4) hours or more, but less than eight (8) hours per day, shall be entitled to one (1) fifteen-minute (15) rest break per day. Rest breaks shall be observed near the middle of the work period or as determined by the employee's immediate supervisor. Missed rest breaks shall not accumulate nor be used to neither shorten the workday nor lengthen the meal break. The work schedule may be modified from time to time by the District as required by the needs of the service. Whenever a majority of employees in any work unit prefer, and the General Manager approves, such employees' normal work hours may begin as early as 7:00a.m. between the Monday closest to May 15 and the Friday closest to September 30 of any year. Notwithstanding the foregoing provisions of this Section, the District may, in its discretion, establish or discontinue a work schedule known as "nine-80".

**10.3** Notwithstanding the provisions of 10.2, employees assigned to plant operations will be assigned to a mutually agreeable rotating schedule with varying days off. Such schedule shall be posted by the District General Manager at least thirty (30) days prior to any change in the schedule.

**10.4** Except as otherwise provided by the District, overtime is defined as: (a) time worked in excess of eight (8) or nine (9) hours as applicable on a scheduled workday; (b) time worked in excess of forty (40) hours in a workweek; (c) time worked on a non-workday; (d) time worked outside of regular hours on a workday; and (e) time worked on a holiday. Overtime shall be computed to the nearest one-quarter (1/4) hour.

**10.5** Compensation for overtime work shall be paid at one-and-one-half (1-1/2) times the employee's regular rate of pay or at the employee's option, and providing the employee has District approval, the employee may elect to receive time off with pay at the rate of one and one-half hours off for each overtime hour worked. The maximum compensatory time off available for any employee at any time shall be eighty (80) hours. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled.

**10.6** Employees who are required to report for work on their non-workdays, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than two (2) hours. Notwithstanding the foregoing, however, employees shall be entitled to only one (1) two-hour (2) minimum period of compensation during each twenty-four hour calendar day, midnight to midnight. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual overtime worked. If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual overtime worked.

**10.7** Whenever an employee who has responded to an emergency overtime call-out prior to the beginning of the regular work day does not have sufficient time to return home prior to the starting time of the employee's regular shift, such employee will be allowed a reasonable time during regular work hours to return home and prepare themselves for the work day without loss of regular compensation. Reasonable time includes time for such functions as traveling, eating, bathing and preparing a lunch.

**10.8(a)** Employees who are required to be on call during non-duty hours in a manner which is not compensable time under the Fair Labor Standards Act shall receive compensation for being on call at the rate of two (2) hours pay at the employee's straight time pay rate for each twenty-four hour day provided such employee is available and responds to all calls for work. Whenever an employee is called out for duty during a time period while the employee is on call awaiting duty, the employee shall be compensated as set forth in Sections 10.5 and 10.6 above. Employee on-call assignments shall normally be for a full calendar week.

**10.8(b)** On-call employees shall be able to respond to the required site within thirty (30) minutes from the time of the call out.

**10.8(c)** Employees who are required to be on call shall be capable of responding and performing their required duties during the on-call period. On-call employees who are under the influence of any mind-altering substance are subject to disciplinary action.

## **ARTICLE 11**

### **Seniority**

**11.1** Seniority is defined as total length of continuous service with the District. In determining an employee's seniority, the continuity of the employee's service will be deemed to be broken by termination of employment by reason of: 1) resignation; 2) discharge for cause; 3) layoff for more than twelve (12) consecutive months; 4) failure to return immediately on the expiration of a leave of absence or acceptance of other full-time employment while on leave; or

5) absence without pay without a leave of absence in excess of five (5) workdays. Continuity of service will not be broken and seniority will accrue when an employee is: (a) inducted, enlists, or is called to active duty in the armed forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights; (b) on duty with the National Guard; (c) absent due to industrial injury; (d) on leave of absence; or (e) absent due to layoff for a period of less than twelve (12) consecutive months.

## **ARTICLE 12**

### **Promotions**

**12.1** Whenever any authorized position vacancy occurs other than a temporary vacancy, such position vacancy shall be posted on all employee bulletin boards for a period of five (5) working days. The position vacancy notice shall specify the job classification, classification specification and pay rate of the position vacancy. All employees may apply for consideration for the posted position vacancy. Only regular employees will have the right to preferential consideration in the order of their seniority. Regular employee applications received following the closing date for receipt of applications need not be considered by the District. In filling said position vacancy, the District will give consideration to each employee in the order of the employee's seniority, with the position vacancy being awarded to the employee who is best qualified to perform the duties of the position. Following the District's selection of an employee applicant for any position vacancy, a notice announcing the selected employee shall be posted on employee bulletin boards within ten (10) working days. In the event there are no selected employee applicants, the District may select any applicant for the position vacancy.

**12.2** Notwithstanding anything contained in section 12.1 above, the District need not consider the application of any employee who does not possess the knowledge, skill, efficiency, adaptability, and physical ability required for the position for which the application is submitted. For purposes of determining employee qualifications, the District may utilize examinations including, but not limited to, the following types of examinations: written, oral, physical, manual dexterity or skill demonstration. When the District intends to appoint an employee to a position vacancy in preference to an employee with greater seniority as specified in 12.1 above, the District shall notify the Union's Business Representative of its intent prior to such appointment.

**12.3** Whenever a vacancy occurs in any job classification, the District may, at its discretion, temporarily fill such vacancy. If practicable, the District shall fill such vacancy with the employee who would be most eligible therefore under the provisions of 12.1 above.

**12.4** A temporary vacancy is one created by additional workload or an employee's absence from work due to illness, disability, vacation, or leave of absence, or a vacancy of less than six (6) months' duration.

**12.5** All appointments filled by current District employees shall be on a probationary basis for three (3) months for the purpose of determining qualifications. At any time during the probationary period, the District may terminate the appointment. If an appointment is terminated, the employee shall be returned to either the employee's previous classification and wage rate or some other classification that is mutually satisfactory to both the employee and the District.



## **ARTICLE 13**

### **Demotion Displacement and Layoff**

**13.1** Whenever it becomes necessary to lay off regular employees, the District will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.

**13.2** Layoff in all cases will be in the reverse order of employee seniority. An employee whose job is being eliminated may elect to displace an employee in a lower-paid classification if qualified to perform the duties of the lower-paid classification, and if the employee's seniority is greater than that of the employee in the lower-paid classification.

**13.3** Regular employees who are laid off will be given preference in filling future vacancies in the classification from which they were laid off for a period of up to one (1) year, providing they keep the District advised of their current address. Whenever an employee is rehired within one (1) year, such employee shall have all benefits reinstated, providing such reinstatement is not contrary to the applicable insurance policy. Rejection of an offer of re-employment will cause the employee's name to be removed from the re-employment list.

**13.4** Whenever it becomes necessary to curtail services, the District may either lay off employees or reduce work hours of employees as determined by the needs of the service to the District.

## **ARTICLE 14**

### **Leave of Absence**

**14.1** Leave of absence may be granted to regular employees by the Board of Directors for urgent and substantial reasons, for up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Leaves for up to sixty (60) days may be granted on the same basis as set forth above by the District's General Manager.

**14.2** A leave of absence will commence on and include the first workday on which an employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

**14.3** All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the District in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions providing that the employee is capable of performing the duties of the employee's former position; except that if there has been a reduction of forces, or if the employee's position has been eliminated during said leave, the employee will be returned to the position the employee would be in had the employee not been on a leave of absence, or to some other position as determined by the District's General Manager.

**14.4** An employee's status as a regular employee will not be impaired by such leave of absence, and the employee's seniority will accrue.

**14.5** If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate the employee's employment with the District.

**14.6** Except as otherwise provided in this section, an employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits, nor maintain group insurance coverage. An employee may, however, at the employee's option and expense maintain the employee's group insurance coverage providing the full monthly premium is received by the District on or before the first day of the month for which the premium is intended.

**14.7** The Parties acknowledge the provisions of State and Federal law governing family leaves and will comply with their provisions.

## **ARTICLE 15**

### **Expenses**

**15.1** Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of residence, will be allowed actual reasonable personal expenses, provided, however, the employee provides the District with receipts for such expenses. Meal reimbursements shall be limited to \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner, including tax and tip or as an alternative, whenever an employee is entitled to two or more consecutive meals and the employee elects to forego part or all of any meals, the cumulative total meal allowance may be used to purchase meals at more than the established limits up to the cumulative total meal allowance for the duration of the assignment.

**15.2** Whenever any employee uses the employee's personal automobile for the District's convenience, the employee will be reimbursed therefore at the rate per mile as established by the Internal Revenue Service from time to time.

**15.3** Whenever the District requires any employee to perform work for one-and-one-half (1-1/2) hours or more beyond the employee's regular work hours, the District will provide the employee with a meal and with additional meals at intervals of approximately four (4) hours of work. A reasonable period of time for the consumption of the meal will be compensated therefore by the District, except when the meal is taken at the end of an overtime work period; the time compensated by the District shall be limited to one (1) hour. Whenever an employee declines a meal, to which the employee is entitled, at the end of an overtime work period the employee shall nevertheless receive one (1) hour pay at the overtime rate of pay. Payment by the District for the meals shall be the same as shown in Section 15.1.

## ARTICLE 16

### Sick Leave

**16.1** Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of forty-six thousandths (.046) of an hour for each regular hour worked, or on paid leave. (Accrual rate is approximately one (1) day per month.)

**16.2** Except as provided by Section 7.1, sick leave shall be allowed for a non-work related absence due to: (a) the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment; (b) personal medical or dental appointments which are impractical to schedule outside of regular working hours; (c) the need for the employee to be with his wife during childbirth for up to a maximum of forty eight (48) hours per calendar year; or (d) the need for the employee to be present during immediate family members' illness or disability for up to a maximum of forty eight hours per calendar year. "Immediate family" member means those listed in the Bereavement/Funeral Leave provisions of this Memorandum of Understanding. The employee shall not be entitled to receive both disability insurance and full sick leave pay for the same time period.

**16.3** Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The District, at its expense, may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a second medical examination by a physician or physicians approved by District for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee, or to the employee's fellow workers, or to the employee's own permanent health. Whenever there is reason to suspect any employee of abusing the employee's right to sick leave with pay, the parties shall cooperate in controlling such employee abuse.

**16.4** If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

**16.5** Sick leave accrued after September 29, 2008 shall be used only for sick leave purposes as set forth in article 16.1 and 16.2 and for the purchase of CalPERS retirement credit as established by PEHMCA. This leave shall be exhausted prior to leave accrued before September 29, 2008.

Sick leave accrued prior to September 29, 2008, for employees who after ten (10) years of service to the District terminates employment, shall be paid at the employee's regular pay rate for 33-1/3% of the employee's accumulated sick leave hours. For such employees with fifteen (15) years or more, but less than twenty (20) years of service, the percentage set forth above shall be increased to 45%. For such employees with twenty (20) or more years of service, the percentage set forth above shall be increased to 60%.

**16.6** Whenever any employee has exhausted all of the employee's paid time off benefits, including but not limited to sick leave, vacation, and holiday pay, as a result of a catastrophic illness or disability, the District's General Manager may, at the District's discretion, create a vacation time-bank into which other employees may donate their accumulated vacation benefits for the purpose of providing compensation to the employee suffering from the disability. Vacation time donated shall be forfeited by the donating employee; except however, if the disabled employee's need terminates and leaves a substantial vacation time-bank, the District may, at its discretion, refund unused vacation to the donating employees on a prorated basis.

**16.7** In each calendar year, following the employment date, an employee who has used twenty-seven (27) hours or less of paid sick leave in the preceding year shall be entitled to nine (9) hours of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Article 19 Vacation. The bonus vacation, as herein provided, vests and is granted on the first day of the year following the calendar year in which an employee qualifies for a bonus vacation. An employee acquires no right to all or any part of the bonus vacation unless such employee works the full calendar year in which it is earned.

## **ARTICLE 17**

### **Bereavement/Funeral Leave**

**17.1** Regular employees who are absent from work due to the death of a member of the employee's immediate family shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed twenty seven (27) working hours. "Immediate family" as used herein includes only an employee's or employee's spouse's mother, father, brother, sister, son, daughter, stepchild, grandparent, and grandchild, or a member of the employee's immediate household at the time of death.

## **ARTICLE 18**

### **Holidays**

**18.1** Regular and probationary employees except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

- (a) New Year's Day (January 1st)
- (b) Lincoln's Birthday (Floater to be credited on February 12 each year)
- (c) Washington's Birthday (the third Monday in February)
- (d) Memorial Day (the last Monday in May)
- (e) Independence Day (July 4th)
- (f) Labor Day (the first Monday in September)
- (g) Veterans Day (November 11th)
- (h) Thanksgiving Day (the fourth Thursday in November)
- (i) Friday after Thanksgiving
- (j) Christmas Eve Day (December 24th)
- (k) Christmas Day (December 25th)
- (l) New Year's Eve Day (December 31st)

**18.2** Except as otherwise provided for below, if any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. Whenever the second of any two holidays which occurs on contiguous days falls on a Saturday, the previous Thursday and Friday shall be observed as the holidays. Whenever the first of any two holidays which occurs on contiguous days falls on a Sunday, the following Monday and Tuesday shall be observed as the holidays.

**18.3** If any of the foregoing holidays falls on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled. Notwithstanding the foregoing, holidays designated as "floaters" shall be scheduled by each employee and the employee's supervisor in the same manner as vacations are normally scheduled. Employees may accrue floating holidays up to a maximum of eighty (80) hours at any time, except, however, for any employee who has more than eighty (80) hours of floating holiday time accrued as of July 1, 2001, the eighty (80) hour limit shall not apply until July 1, 2002.

**18.4** Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days.

**18.5** If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

## **ARTICLE 19**

### **Vacations**

**19.1(a)** Regular and probationary employees of the District shall accrue vacations with pay up to a maximum of two hundred forty (240) hours; except however, if the District is responsible for any potential loss of employees' vacation, the District's General Manager may extend the time for compliance with the limit for up to three (3) months.

**19.1(b)** At the rate of thirty-nine thousandths (.039) of an hour for each regular hour worked, or on paid leave, from the date of employment through the one hundred fourth (104th) full pay period of employment. (Accrual rate approximately two (2) weeks per year up to four (4) years of service.)

**19.1(c)** At the rate of fifty-eight thousandths (.058) of an hour for each regular hour worked or on paid leave from the one hundred and fourth (104th) full pay period through the two hundred sixtieth (260th) full pay period of employment. (Accrual rate approximately three (3) weeks per year after four (4) years of service.)

**19.1(d)** At the rate of seventy-seven thousandths (.077) of an hour for each regular hour work or on paid leave from the two hundred and sixtieth (260th) full pay period through the six hundred twenty-fourth (624th) full pay period of employment. (Accrual rate approximately four (4) weeks per year after ten (10) years of service.)

**19.1(e)** At the rate of ninety-six thousandths (.096) of an hour for each regular hour work or on paid leave from and after the six hundred and twenty-fourth (624th) full pay period. (Accrual rate approximately five (5) weeks per year after twenty-four (24) years of service.)

**19.2** Vacation cannot be accrued while an employee is in a non-pay status.

**19.3** Vacations will be scheduled by mutual agreement of the employee and the District's General Manager, consistent with the needs of District service.

**19.4** The District will not require an employee to take the employee's vacation in lieu of sick leave pay.

**19.5** If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on vacation, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.

**19.6** Regular and probationary employees whose employment with the District is terminated for any reason shall, at the time of termination, receive any unused vacation allowance previously earned.

**19.7** The District will, at the employee's option, compensate the employee for up to eighty (80) hours of the employee's accumulated vacation credits during each fiscal year. Employees may elect such option no more than twice for a cumulative total of no more than eighty (80) hours in each fiscal year.

## **ARTICLE 20**

### **Jury Leave**

**20.1** A regular or probationary employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay providing the employee provides the "jury duty verification" form as proof of jury service.

## **ARTICLE 21**

### **Evaluations**

**21.1** Each employee shall be evaluated in writing by his or her supervisor at least once each year, or more often as determined to be necessary. The supervisor shall discuss the evaluation with the employee and whenever any element of the evaluation is rated below average, the supervisor shall make recommendations to the employee for improvement of the employee's work performance and shall provide the employee with a copy of the written evaluation. The employee shall have the right to respond and to attach a written response to

the evaluation, but shall not have the right to file a grievance challenging the judgment of the evaluator.

**21.2** Probationary employees shall be evaluated at least three (3) times, or more frequently as determined by the employee's supervisor, prior to attaining regular status.

## **ARTICLE 22**

### **Discipline**

**22.1** During probationary or temporary employment, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing or the right to file a grievance with respect thereto. Upon completion of the probationary period, employees shall be subject to disciplinary action for just cause as prescribed herein.

**22.2** The District has the right to take appropriate disciplinary action against regular status employees including, but not limited to, oral or written reprimand, suspension with or without pay, retention on the same step of the salary schedule, demotion and discharge. A grievance is defined as any dispute or disagreement regarding discharge, demotion or discipline which may arise between the union and an employee, other than a temporary or probationary employee, within the District with respect to interpretation or application of any of the terms of this Memorandum of Understanding. A grievance procedure shall not apply to any disciplinary action taken pursuant to Article 5.1.

**22.3** Causes for disciplinary action include, but are not limited to, the following:

- A. Conviction of any criminal act amounting to a felony which is work-related and/or which is publicized and/or adversely affects the public image of the District.
- B. Falsification of information contained in the application for employment or regarding any condition of employment.
- C. Theft, dishonesty or misappropriation of District property or property of others for personal gain.
- D. Incapacity due to mental or physical disability as substantiated by a District approved doctor.
- E. Insubordinate acts including but not limited to:
  - 1. Failure or refusal to follow a reasonable order
  - 2. Failure or refusal to perform the job as required
  - 3. The use of foul or abusive language toward supervisors, fellow employees, or the public
  - 4. Incompetence
  - 5. Inefficiency in work performance
  - 6. Excessive arguing with an employee's supervisor
- F. Neglect of duty on the job which reflects adversely upon the District and its employees.
- G. Violations of rules and regulations.
- H. Absence without leave or excessive absence and/or tardiness without prior approval of the supervisor and notification to the supervisor within thirty minutes of the start of the employee's workday or as soon as possible thereafter on the day of absence or tardiness.
- I. Excessive incoming or outgoing personal telephone calls.

- J. Selling and/or soliciting by employees on District time and or premises without prior approval of the supervisor.
- K. Harassing or interfering with another employee's performance of duties.
- L. Requesting sick leave or workers' compensation benefits when not ill or injured, or entitled to such benefits.
- M. Fighting on company property.
- N. Carelessness or misconduct resulting in injury to other District personnel and visitors.
- O. Giving out confidential information, including but not limited to, medical information or records, personal employee record or information, personnel records information, business or financial records, information or correspondence, to any unauthorized person.
- P. Falsification of personnel or other records, falsification of testimony or any violation of the oath as a witness or party in any action, proceeding or hearing, brought against the District either directly or indirectly.
- Q. Possession of weapons on District premises or on or in District owned or leased vehicles.
- R. Allowing anyone other than authorized persons to be in or on any District owned or leased vehicle.
- S. Engaging in deliberate sabotage or acts of malicious mischief.
- T. Involvement in "at fault" accidents where the employee is operating District owned or leased equipment and damages either the District's property or another's property or results in injury to another person or involvement in any "at fault" accident where the damages to any person or any property exceed \$500. Determination of "at fault" for the purpose of this provision shall be, but not limited to the following:
  1. Issuance of a citation as a result of an accident by a properly constituted law enforcement agency.
  2. Judgment of guilt by a court of competent jurisdiction.
  3. Backing accident when working with a helper/swamper without helper/swamper being positioned behind vehicle to give operator audible and visual signals.
  4. Rear-ending another vehicle.
  5. Operating vehicle without valid license.
  6. Not being able to continue to be employed in the capacity of vehicle operator because of the employee's being refused coverage by the District's insurance carrier or where a surcharge is imposed on the employee in order to continue insurance coverage on that particular employee.
  7. Moving violations in company vehicles.
- U. Mistreatment of customers, clients, District employees or vendors.
- V. Failure to begin work promptly at start of shift, end of meal period, and end of coffee breaks.
- W. Failure to work until time designated as quitting time. Absence from regular work station during working time without authorization of supervisor.
- X. Causing or creating any unsafe condition which could cause injury to anyone.
- Y. Disregard of safety rules or common safety practices.
- Z. Engaging in any personal work on District premises.
- AA. Creating or contributing to unsanitary conditions.
- BB. Failure to keep office informed of your current address and telephone number.



- CC. Failure to comply with security procedures, rules or reasonable order(s) or requests of security personnel.
- DD. Smoking in a posted "No Smoking" area.

**22.4** Prior to the imposition of discipline of a regular status employee other than an oral or written reprimand or a suspension, the District shall serve personally on the employee or mail to the employee's last known address by registered mail a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the rights to a hearing on such charges, and the right of representation. Without consent of the employee, such hearing shall not be held less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within five (5) calendar days of service of the notice shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the General Manager shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

**22.5** If the Union objects to the disposition by the General Manager, the Union may, within five days of receipt of the General Manager's disposition, serve upon the General Manager a written request for arbitration and the matter will be submitted to arbitration.

**22.6** In the event that the District and the Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The District and the Union each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the District and the Union. The District and the Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request and expense, the District shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.

**22.7** The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the District, and the Union.

## **ARTICLE 23**

### **Substance Abuse**

**23.1** The Parties have a strong commitment to provide a safe work place for employees and to promote employee health. The Parties have developed the following provisions regarding alcohol and drug use to reinforce this commitment and to comply with Federal law, specifically, the Drug-Free Workplace Act of 1988. The goal is to establish and maintain a work environment free from adverse effects of alcohol and drug use.

**23.2** The unlawful manufacture, dispensation and use of a controlled substance on the job or on District property is prohibited.

**23.3** Illegal drug use or alcohol use which impairs an employee's job performance and interferes with regular work duties may result in disciplinary action.

**23.4** Any employee whose on-duty or on District property conduct leads to a conviction of any criminal drug statute must notify his or her Supervisor of that conviction no later than five days after such conviction.

**23.5** Any employee who introduces, possesses, or uses illegal narcotics, alcoholic beverages, or illegal drugs on District property, or reports to work under the influence of such narcotics, alcohol or drugs may be subject to disciplinary action up to and including discharge from employment.

**23.6** Reporting to work under the influence of any controlled substance which impairs an employee's ability to perform the employee's duties may subject the employee to disciplinary action up to and including discharge from employment.

**23.7(a)** If a District supervisor has reasonable cause to suspect that an employee is not fit for duty, the supervisor may require the employee to submit to a medical clarification examination by a physician who is qualified to assess impairment caused by drug or alcohol. The physician will determine after a physical examination whether the employee is fit or unfit for duty. During the examination, the physician may request that the employee provide a urine sample for drug or alcohol screening if the physician suspects the employee is under the influence of drugs or alcohol.

**23.7(b)** The decision to require a fitness for duty test must be based on a reasonable and articulable belief that the employee is using alcohol or a prohibited drug on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable alcohol or drug use. The observing supervisor must have received District training on the detection of possible alcohol or drug use.

**23.8** Employee will be driven to a medical clinic. If the opinion of the professional medical person concurs with the supervisor, the employee may be required to submit to drug or alcohol testing and testing for the following drugs:

- a. Marijuana
- b. Amphetamines
- c. Opiates
- d. Phencyclidine (PCP)
- e. Cocaine

The cutoff levels shall be as specified by the Department of Health and Human Services (DHHS) 49 CFR 40.

**23.9** The clinic requested to conduct the testing will follow collection and testing procedures in accordance with guidelines set forth by the Department of Health and Human Services (DHHS) 49 CFR 40.

**23.10** The clinic shall ask the employee to provide a split sample.

**23.11** The specimens will be tested by a NIDA-certified laboratory.

**23.12** If the first laboratory test shows a positive result, the specimen will be tested again using Gas Chromatography, Mass Spectrometry test (GC/MS).

**23.13** The specimen will be preserved for confirmation testing by the employee if the employee so desires. The laboratory will preserve all specimens resulting in a positive test result for not less than one year.

**23.14** All test results will be provided to a Medical Review Officer (MRO) who will verify the test results. The MRO will follow the Federal guidelines for MRO's.

**23.15** The District will pay for any costs of employees' examination and testing which is required by the District.

**23.16** Any employee who refuses to submit to drug or alcohol testing as prescribed by this policy will be subject to disciplinary action up to and including termination of employment.

**23.17** When an employee appears to be unfit for duty, the supervisor may have the employee taken to the Physician's Office or Hospital for medical evaluation. If the supervisor suspects chemical use which may make the employee incapable of operating a vehicle, the supervisor is responsible for the employee's safe return home.

**23.18** The employer shall assure confidentiality throughout the testing process by handling information on a need to know basis. Except as may be authorized or required by law, and as permitted herein, any release of this information is prohibited without the express written permission of the employee tested. The MRO shall only notify the District's designated representative whether an employee has a negative or positive test.

## **ARTICLE 24**

### **Miscellaneous**

**24.1** The Parties recognize the advantage to all concerned of District employees continuing their formal education. The District and the Union, therefore, encourage employees to voluntarily complete recognized training programs which are of benefit to the employees and to the district. Whenever any employee successfully completes a course of instruction related to the employee's duties and beneficial to the District, with prior approval of the General Manager, the District will reimburse the employee up to three hundred dollars (\$300) per class for the employee's expenses for books and tuition. Successful completion requires a passing grade of "C" or better.

**24.2 (a)** Whenever the employee's position requires the possession of a Class A State driver's license the District will pay for any required physical examination and for any fees required by the State of California for Class A driver licenses. All other costs will be paid by the employee. This District will compensate all District required Class A driver's an additional one-time 1% wage increase effective October 3, 2008 which will be reflected in the Wage Classification schedule attached herewith as Exhibit "A".

**24.2 (b)** The District requires all Water Treatment Operators to obtain their Hazwoper certificate within one year of the date of hire. The District shall pay for all the

necessary training to obtain the certification. Effective October 3, 2008 and upon successful completion of the Hazwoper training requirement and issuance of a certificate, the District shall compensate the employee an additional one-time 1% wage increase which will be reflected in the Wage Classification schedule attached herewith as Exhibit "A".

**24.3** The District will pay the fees for the renewal of all District-required vehicle maintenance, water distribution and water treatment licenses or certificates necessary for the employees to perform their duties for the District. Whenever any employee is required to take a test for renewal of any District-required license or certificate during the employee's regularly scheduled work hours, such employee may take the test without loss of regular compensation. The employee shall not, however, be entitled to any compensation at the overtime rate of pay for any necessary tests. Whenever any employee obtains and maintains a license or certificate of a higher grade level than required by the District for the employee's classification, and such higher grade level license or certificate is in lieu of the lower level required by the District for the employee's position, payments as required by this Section by the District shall be made in the same manner as for the same level license or certificate required by the District including the initial costs of obtaining a higher level certificate. Unless there are extenuating circumstances, the District shall not be required to pay for more than the costs of one examination.

**24.4** Whenever any employee is certified in both water treatment as well as water distribution, the District will reimburse the employee's expenses as set forth in Section 24.3 for both certificates.

**24.5** Whenever any employee is subpoenaed to testify in court as a result of the employee's employment and is thus unable to perform the employee's regular duties, the employee shall be paid for all regular time lost.

**24.6** In order to facilitate identification of District employees and to reduce employees' exposure to potential hazards, the District will provide shirts, jackets, hats, appropriate gloves, and inclement weather clothes for field personnel. Office personnel will be provided jackets and/or sweaters and/or vests.

**24.7** District employees who are not members of the bargaining unit shall not perform work usually assigned to employees in IBEW 1245 bargaining unit classifications except as follows:

- (1) Emergency situations;
- (2) Training of employees and demonstrating work methods;
- (3) When unit employees are not readily available;
- (4) Consistent with past practices; or
- (5) Incidental assistance and de minimis assignments.

## **ARTICLE 25**

### **Benefit Programs**

**25.1 Retirement plan:** Effective July 5, 2013 (PM), employees who participate in the 2% @ 60 CALPERS defined benefit retirement plan shall begin paying the 7% member contribution. Employees hired on or after January 1, 2013 shall be subject to the terms and requirements of the Public Employees Pension Reform Act of 2013 (PEPRA).

**25.2(a) Group insurance:** All regular employees, probationary employees, and their eligible dependents are eligible to participate in a group insurance benefit program pursuant to the provisions of each plan. The District will pay employee and their dependent premiums up to \$1,350.00. Premiums in excess of \$1,350.00 will be shared equally (50%/50%) between the District and the employee. The major elements of the group insurance program are:

- 1. Health benefits** - A Blue Cross Insurance Company plan called PERS Choice Basic through the Public Employees' Medical and Hospital Care Act. Employees may elect to participate in other PERS medical plans
- 2. Dental benefits** - the Delta Dental plan is not an open enrollment plan and no other selections can be made. .
- 3. Vision benefits** - the Vision Service Plan "C" is not an open enrollment plan and no other selections can be made.

**25.2(b) Life Insurance** - At the District's sole expense the District will provide a life insurance policy of \$50,000.00 for each employee.

**25.2(c)** Notwithstanding the foregoing provisions set forth in 25.2(a), however, the District may, in its sole discretion, elect to change brokers, insurance carriers, claims administrators, or to become self-funded for any or all of the foregoing benefits set forth in 25.2(a), provided however, that the benefits remain substantially equivalent or better. Furthermore the insurance carrier may also periodically modify the benefits, provided however, that the benefits remain substantially equivalent or better. As soon as practicable after notice from any insurance carrier, the District will notify the Union of any proposed change,

**25.3** Whenever any employee retires from the District within one hundred twenty (120) days of separation, with ten (10) or more years of credited State service as defined in Government Code Section 20069 including at least five (5) years of continuous District employment, the group health insurance benefits set forth above in 25.2(a)1 shall be continued at the option of the employee at the District's expense pursuant to the provisions of the Public Employees' Medical and Hospital Care Act.

## **ARTICLE 26**

### **Entire Agreement**

**26.1** The parties acknowledge that during the negotiations which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding. Therefore, the District and the Union, for the duration of this Memorandum of Understanding, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Memorandum of Understanding, or with respect to any subject or matter not specifically referred to, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this

Memorandum of Understanding. Notwithstanding the foregoing, however, the parties, by mutual agreement, may reopen negotiations on any mandatory subject of bargaining during the term of this agreement.

## ARTICLE 27

### Term

**27.1** This Memorandum of Understanding, having taken effect as of July 1, 1992, shall continue in full force and effect until the first day of September 29, 2015, and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, that it shall only become effective with the approval of the Board of Directors of the District.

**27.2** Whenever notice is given for changes, the general nature of the changes desired must be provided, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

**27.3** This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing, and duly signed by each.

**27.4** Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation, or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect. Whenever any such conflict occurs, the parties may by mutual agreement reopen negotiations on the subject of the conflict.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

BELLA VISTA WATER DISTRICT

LOCAL UNION 1245, IBEW

s/Robert W Dietz  
Robert W Dietz  
General Manager

s/Jack McNally  
Jack McNally  
Business Manager

s/Charles R. Reynolds  
Charles R. Reynolds  
District Representative

s/Howard Stiefer  
Howard Stiefer  
President

s/Nancy L. Polk  
Robert Nash  
Board President

s/Jack Osburn  
Jack Osburn  
Business Representative

*s/Philip Alleman*  
Philip Alleman  
Negotiating Committee Member

*s/Bonny-Lee Doyle*  
Bonny-Lee Doyle  
Negotiating Committee Member

*s/Paul Weaver*  
Paul Weaver  
Negotiating Committee Member

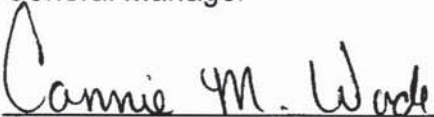
IN WITNESS WHEREOF, the parties have executed amendments to this Memorandum of Understanding as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.


BELLA VISTA WATER DISTRICT


LOCAL UNION 1245, IBEW

  
\_\_\_\_\_  
David J. Coxe  
General Manager

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

  
\_\_\_\_\_  
Connie M. Wade  
Office Manager

  
\_\_\_\_\_  
Raymond S. Thomas  
Asst. Business Manager

  
\_\_\_\_\_  
Bob Nash  
Board Member

  
\_\_\_\_\_  
Sheila Lawton  
Business Representative

  
\_\_\_\_\_  
Philip Alliman  
Negotiating Committee Member

  
\_\_\_\_\_  
Brad Solso  
Negotiating Committee Member

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**October 28, 2013**

Edwin D. Hill, President  
This approval does not make the  
International a party to this agreement.



**Exhibit "A"**  
**SCHEDULE OF CLASSIFICATIONS AND WAGE RANGES**

**Effective: October 3, 2008**

**INSERT EXCEL SPREADSHEET**

**Hourly Wage Ranges**

## Exhibit "B"

### CLASSIFICATION SPECIFICATIONS

#### METER READER

##### JOB DESCRIPTION:

1. Reads customer meters and records usage.
2. Performs service turn on/off.
3. Delivers customer delinquency and turn off notices.
4. Performs meter repairs.
5. Assists in field operations on an as needed and emergency basis.
6. Observes and records work orders for meter/service repairs noted during course of reading meters.
7. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
8. Performs standby and emergency duties on a rotational and as needed basis.
9. Must perform duties safely with skill tact, diplomacy and efficiency.
10. Investigates customer inquiries and complaints.

##### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License, Class C, with a good driving record.
2. Possession of basic mechanical skills required to perform above work.
3. Possession of a high school diploma.

##### TYPICAL PHYSICAL ACTIVITIES:

1. Operates District truck, tractor, backhoe, dump truck, forklift, and equipment in distribution installations and maintenance work requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.

7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **WATER DISTRIBUTION OPERATOR D1**

### **JOB DESCRIPTION:**

1. Under the direction of the Water Distribution Operator D3, installs and repairs the District's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
2. Operates service trucks, dump trucks, equipment trailers, water tank truck, forklift, and a variety of hand and power equipment associated with the above work.
3. Performs basic building and equipment maintenance.
4. Performs standby and emergency work duty on a rotational basis.
5. Assists in investigating and resolving customer inquiries and complaints.
6. Records daily work, personnel, materials and equipment used. Keeps other records assigned.
7. Reads meters and records usage.
8. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
9. Must perform duties safely with skill tact, diplomacy and efficiency.

### **JOB QUALIFICATIONS:**

1. Possession of a valid California Drivers License, Class C, with a good driving record.
2. Within one (1) year from the date of hire must obtain a valid California Driver's License, Class A.
3. Knowledge of installation, maintenance and repair of pipelines, meters, water services, valves, hydrants, etc.
4. Ability to operate a wide variety of equipment including backhoes, dump trucks, equipment trailers, forklifts, pavement cutters, compactors, air compressors, generators, chain saws, and other hand and power equipment, etc.
5. Ability to operate a wide variety of hand and power tools including chain saws, compactors, compressors, welders, power saws, grinders, pipe locators, paving cutters, etc.
6. Within one (1) year from the date of hire, must obtain a California Water Distribution Operators Certificate, Grade D1.

### **TYPICAL PHYSICAL ACTIVITIES:**

1. Operates district truck, tractor, backhoe, dump truck, forklift, and equipment in distribution installations and maintenance work requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.

4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **ACCOUNTS PAYABLE CLERK**

### **JOB DESCRIPTION**

1. Provides administrative assistance on District budgets, monthly financial reports, and statistical information.
2. Performs and assists in duties related to computer operation of fixed assets, job costing, accounts payable, purchase orders, and inventory.
3. Performs as accounts payable clerk and duties related thereto; such as receipt of invoices, preparation of invoices for payment, computer input, and processing of vendor checks.
4. Performs as inventory clerk and other duties related thereto; such as receiving materials through the purchase order system, collection of inventory material used slips, and computer processing to the accounting system. Reconciliation of inventory system, physical count, and general ledger system.
5. Daily reconciliation of change drawer and monthly reconciliation of District checking accounts.
6. Issues and prepares purchase orders in accordance with the Purchasing Policy.
7. Performs customary secretarial duties. Occasionally may be assigned to work on special projects.
8. Assists Office Manager upon request. May be assigned to help Customer Service Clerks with water conservation measures and back up Payroll Clerk.
9. Runs occasional errands.
10. Must perform duties safely with skill, tact, diplomacy and efficiency.
11. On occasion, may be temporarily assigned to perform the duties of another classification in the District.

### **JOB QUALIFICATIONS:**

1. Completion of high school or equivalent.
2. Basic knowledge of accounting practices and procedures.
3. Basic knowledge of computers and their operation.
4. Possession of a valid California Drivers License Class C, with a good driving record.

## TYPICAL PHYSICAL ACTIVITIES:

1. Operate District vehicles while conducting District business from District headquarters to areas within the community.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift items up to 20 pounds, routinely.
3. Ability to sit for extended periods of time.
4. Ability to reach at above shoulder height, at shoulder height, and below shoulder height.
5. Uses office equipment such as computer terminals, copiers, and facsimile machines.
6. Ability to communicate orally in face-to-face and one-on-one settings; ability to communicate via telephone and two-way radio.
7. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, and distinguish among the red, green, and amber colors of traffic signals.
8. Hearing within normal ranges.

## **CUSTOMER SERVICES CLERK**

### JOB DESCRIPTION:

1. Performs customary secretarial duties, including answering and transferring telephone calls, replenishes office supplies, provides adequate and courteous servicing of customer water billing accounts, answers billing and other inquiries, relates public information; while greeting customers in person and on the telephone.
2. Performs computer billing of customer water accounts. Obtains and processes information to begin and discontinue water service. Duties include accounts receivable, the collection and processing of cash receipts, preparation of deposits and banking. Follow up on delinquent accounts, scheduling customer accounts for non-payment turn-offs, collection attempts on closed accounts, and uncollectible account turnovers to collection agency.
3. Performs duties related to the sale of new meter installations, cross connection control devices, construction water hydrant meter requests, water conservation measures, issuing general work orders, processing of water quality complaints, and maintaining records required by the State Department of Health Services.
4. Duties include the maintenance of utility billing system computer information, meter books, collection account records and other records, and files related to utility billing.
5. Maintains Underground System Alert (USA) printer and files, operates District radio, and communicates with field and production personnel.
6. Occasionally may be assigned to work on special projects or directed to perform other office duties.
7. Cross trains in Bookkeeper duties or in performance of other office related duties.
8. Performs duties related to opening and closing office daily.
9. Runs occasional errands.
10. Maintains water quality complaint records.
11. Maintains accounts receivable collection reports.
12. Must perform duties safely with skill tact, diplomacy and efficiency.
13. On occasion, may be temporarily assigned to perform the duties of another classification in the District.

## **JOB QUALIFICATIONS:**

1. Completion of high school.
2. Basic secretarial skills including typing (50 wpm).
3. Basic knowledge of computers and their operation.
4. Possession of a valid California Drivers License Class C, with a good driving record.

## **TYPICAL PHYSICAL ACTIVITIES:**

1. Operate District vehicles while conducting District business from District headquarters to areas within the community.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift items up to 20 pounds, routinely.
3. Ability to sit for extended periods of time.
4. Ability to reach at above shoulder height, at shoulder height, and below shoulder height.
5. Uses office equipment such as computer terminals, copiers, and facsimile machines.
6. Ability to communicate orally in face-to-face and one-on-one settings; ability to communicate via telephone and two-way radio.
7. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, and distinguish among the red, green, and amber colors of traffic signals.
8. Hearing within normal ranges.

## **CUSTOMER SERVICES/DISTRIBUTION REPRESENTATIVE**

### **JOB DESCRIPTION:**

1. Receives and processes work orders and billing payments.
2. Receives and responds to complaints about District service; resolves a variety of problems related to accurate meter readings, high consumption, delinquent accounts, turn-ons, turn-offs, non-reads and improper billings.
3. Coordinates problems with meter location, type of installation, and meter size with operations and engineering personnel.
4. Maintains and updates meter reading and route cycles, including daily uploading and downloading of cycles for transmittal to billing system.
5. Communicates with customers, face to face and via the telephone, to discuss and resolve problems and concerns.
6. Assists Office Manager with computer programming and updating of assessment information.
7. Back up Customer Services Clerks when needed.
8. Must perform duties safely with skill, tact, diplomacy and efficiency.
9. Performs other duties as assigned.

### **JOB QUALIFICATIONS:**

1. Completion of high school or equivalent.
2. Basic knowledge of accounting practices and procedures.
3. Basic knowledge of computers and their operation.
4. Possession of a valid California Drivers License Class C, with a good driving record.

## TYPICAL PHYSICAL ACTIVITIES:

1. Operate District vehicles while conducting District business from District headquarters to areas within the community.
2. Must have strength and stamina sufficient to carry, push, reach, and lift items up to 50 pounds, routinely.
3. Ability to sit for extended periods of time.
4. Ability to reach at above shoulder height, at shoulder height, and below shoulder height.
5. Uses office equipment such as computer terminals, copiers, and FAX machines.
6. Communicates orally with District management, co-workers, and the public in face-to-face, one-on-one and group settings; ability to communicate via telephone and two-way radios.
7. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, distinguish among the red, green, and amber colors of traffic signals.
8. Hearing and vision within normal ranges.

## **WATER TREATMENT OPERATOR T1**

### JOB DESCRIPTION:

1. Operates and maintains pumping plants, wells, treatment plants, storage facilities, and the accompanying equipment and machinery, including pumps, screens, valves, filters, chemical feeders, telemetry equipment, alarms, recorders, and pump controls.
2. Under direction collects required EPA and California Department of Public Health water samples for analysis and for preparation and maintenance of records and reports in conjunction with plant activities.
3. Informs Management of problems and of supplies required for operation and maintenance of facilities.
4. Maintains District site grounds.
5. Responds to system alarms and emergencies as required including but not limited to water treatment related hazardous substance releases requiring the operator to approach the point of release in order to plug, patch or otherwise stop the release.
6. Performs standby and emergency work duty on a rotational basis.
7. Records daily work, personnel, materials and equipment used. Keeps other records as assigned.
8. Must perform duties safely with skill tact, diplomacy and efficiency.
9. On occasion, may be temporarily assigned to perform the duties of another classification in the District.

### JOB QUALIFICATIONS:

1. Possession of a California State Department of Health, Water Treatment Operators Certificate, Grade T1.
2. Possession of a valid California Drivers License, Class C, with a good driving record.
3. Knowledge in testing methods and equipment common to water treatment.
4. Knowledge of installation and maintenance of pumps, controls, screens, valves, chemical feed equipment, filters, alarms, controls, etc.
5. Knowledge of rules and regulations applicable to health and water treatment.
6. Demonstrate competence and obtain HAZWOPER certificate within one year from date of hire.

## TYPICAL PHYSICAL ACTIVITIES:

1. Operates District vehicle to travel between District plants and facilities.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator and self-contained breathing apparatus.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **PAYROLL CLERK**

### JOB DESCRIPTION

1. Provides administrative assistance in the preparation and maintenance of statistical information.
2. Performs and assists in duties related to the file maintenance and computer operation of payroll.
3. Performs as payroll clerk and duties related thereto; such as receipt of time cards from department supervisors, recording individual time worked, recordation of vacation time and sick days earned or used, computer input and processing of payroll checks, and preparation of governmental quarterly payroll reports.
4. Monthly reconciliation of District checking accounts.
5. Provides information, maintains files, and prepares payment information for health, dental, vision, life.
6. Performs customary secretarial duties, replenishes office supplies, miscellaneous invoices of District charges. Occasionally may be assigned to work on special projects.
7. Assists Office Manager upon request. May be assigned to help Customer Service Clerks with water conservation measures and back up Accounts Payable Clerk.
8. Runs occasional errands.
9. Must perform duties safely with skill, tact, diplomacy and efficiency.
10. On occasion, may be temporarily assigned to perform the duties of another classification in the District.



## JOB QUALIFICATIONS:

1. Completion of high school or equivalent.
2. Basic knowledge of accounting practices and procedures.
3. Basic knowledge of computers and their operation.
4. Possession of a valid California Drivers License Class C, with a good driving record.

## TYPICAL PHYSICAL ACTIVITIES:

1. Operate District vehicles while conducting District business from District headquarters to areas within the community.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift items up to 20 pounds, routinely.
3. Ability to sit for extended periods of time.
4. Ability to reach at above shoulder height, at shoulder height, and below shoulder height.
5. Uses office equipment such as computer terminals, copiers, and facsimile machines.
6. Ability to communicate orally in face-to-face and one-on-one settings; ability to communicate via telephone and radio.
7. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, and distinguish among the red, green, and amber colors of traffic signals.
8. Hearing within normal ranges.

## **WATER DISTRIBUTION OPERATOR D2**

### JOB DESCRIPTION:

1. Under the direction of the Water Distribution Operator D3, installs and repairs the District's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
2. Operates service trucks, dump trucks, equipment trailers, water tank truck, forklift, and a variety of hand and power equipment associated with the above work.
3. Performs basic building and equipment maintenance.
4. Performs standby and emergency work duty on a rotational basis.
5. Assists in investigating and resolving customer inquiries and complaints.
6. Records daily work, personnel, materials, and equipment used. Keeps other records as assigned.
7. Reads meters and records usage.
8. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
9. Must perform duties safely with skill tact, diplomacy and efficiency.

### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License, Class C, with a good driving record.
2. Within one (1) year from the date of hire must obtain a valid California Driver's License, Class A.
3. Knowledge of installation, maintenance and repair of pipelines, meters, water services, valves, hydrants, etc.

4. Ability to operate a wide variety of equipment including backhoes, dump trucks, equipment trailers, forklifts, pavement cutters, compactors, air compressors, generators, chain saws, and other hand and power equipment, etc.
5. Ability to operate a wide variety of hand and power tools including chain saws, compactors, compressors, welders, power saws, grinders, pipe locators, paving cutters, etc.
6. Within one (1) year from the date of hire, must obtain a California Water Distribution Operators Certificate, Grade D2.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Operates district truck, tractor, backhoe, dump truck, forklift, and equipment in distribution installations and maintenance work requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

### **WATER DISTRIBUTION TECHNICIAN**

#### JOB DESCRIPTION:

1. Responsible for inventory control and restocking of materials for the installation and repair of the district's distribution system.
2. May assist in the inspection of construction projects to assure conformance with the district's construction standards.
3. May perform standby and emergency work duty on a rotational basis.
4. Performs Underground Service Alert utility locations.
5. Performs basic building and equipment maintenance.
6. Performs pressure testing and water sampling.
7. Researches water service availability requests.
8. Maintains records of pipe types, sizes, locations, depths, and service locations.
9. Obtains City or County encroachment permits for distribution crew projects as required.

10. On occasion may be temporarily assigned to perform the duties of another classification in the district.
11. Performs duties safely with skill, tact, diplomacy and efficiency.
12. Performs leak detection work.
13. Assists with meter testing.

#### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License Class C, with a good driving record.
2. Knowledge of installation, maintenance and repair of pipelines, meters, water services, valves, hydrants, pumps, etc.
3. Possession of a California Water Distribution Operators Certification, Grade D2.
4. Thorough knowledge in use of equipment common to water system operation and maintenance.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Travels frequently by motor vehicle in conducting District business.
2. Hearing and vision within normal ranges.
3. Communicates orally with District management, contractors, engineers, coworkers, and the public in face-to-face, one-to-one, and group settings.
4. Regularly uses a telephone for communication.
5. Uses office equipment such as computer terminals, copiers, and facsimile machines.
6. Frequently walks in uneven terrain, in an outdoor environment, near District facilities and construction projects.
7. Sits for extended periods of time.
8. Climbs in and out of trenches.
9. Climbs fixed and portable ladders.
10. Turns wrenches to open and close water valves and fire hydrants.
11. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.

### **CROSS CONNECTION CONTROL TECHNICIAN**

#### JOB DESCRIPTION:

1. Performs installation, maintenance and repair of all types of water lines, valves, hydrants, service connections and appurtenances.
2. Under direction of Distribution Superintendent assists in the design, installation, testing and repair of back flow prevention devices, and maintaining the required records.
3. Installation, testing and repair of meters, and maintaining required records.
4. Assists in customer complaint investigations and resolutions.
5. Performs water sampling.
6. Performs inventory control and restocking.
7. Assists in planning and evaluating various programs in conjunction with above work.
8. Performs standby and emergency duties on a rotational and as needed basis.
9. Operates service trucks, dump trucks, equipment trailers, water tank truck, forklift, and a wide variety of hand and power equipment associated with the above work.
10. Performs routine equipment and vehicle maintenance.

11. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
12. On occasion, is called upon to supervise others.
13. Must perform duties safely with skill tact, diplomacy and efficiency.

#### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License, Class A, with a good driving record.
2. Knowledge of installation, maintenance, and repair of pipelines, meters, water services, valves, hydrants, etc.
3. Possess basic mechanical and technical construction skills including a basic knowledge of hydraulics, plumbing, carpentry, masonry and electricity.
4. Possession of a California Water Distribution Operators, Certification Grade D2.
5. Ability to operate a wide variety of hand and power tools including chain saws, compactors, compressors, welders, power saws, grinders, leak detection devices, meter test equipment, pipe locators, transits, levels, etc.
6. Possession of a California water treatment operator Certification Grade T1.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Operates District truck, tractor, backhoe, dump truck, forklift, and equipment in distribution installations and maintenance work requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

#### **MECHANIC**

#### JOB DESCRIPTION:

1. Diagnoses problems and makes repairs to District equipment including backhoes, trucks, automobiles, trailers, generators, welders, compressors, etc.

2. Performs painting and minor bodywork.
3. Performs major and minor overhauls of equipment.
4. Performs routine servicing and preventive maintenance to vehicles and equipment.
5. Maintains shop area, tools and supplies for above work.
6. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
7. Keeps comprehensive records as required by regulatory agencies on vehicles, fuel storage, hazardous waste, etc.
8. Performs general design and fabrication welding as necessary.
9. Must perform duties safely with skill tact, diplomacy and efficiency.

#### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License, Class A, with a good driving record.
2. Demonstrated knowledge of maintenance and repair of vehicles, and equipment.
3. Possess basic mechanical, electrical and technical skills, including a thorough knowledge of welding, electricity, electronics, body work, etc.
4. Ability to operate a wide variety of equipment including compressors, welders, grinders, sprayers, etc.
5. Assists in obtaining bids for District equipment.
6. Assists in safety and hazardous waste training.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Operates district truck, tractor, backhoe, dump truck, forklift, and equipment during the course of maintaining and repairing requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **WATER TREATMENT OPERATOR T2**

### **JOB DESCRIPTION:**

1. Operates and maintains pumping plants, wells, treatment plants, storage facilities, and the accompanying equipment and machinery, including pumps, screens, valves, filters, chemical feeders, telemetry equipment, alarms, recorders, and pump controls.
2. Under direction collects required EPA and California Department of Public Health water samples for analysis and for preparation and maintenance of records and reports in conjunction with plant activities.
3. Informs Management of problems and of supplies required for operation and maintenance of facilities.
4. Maintains District site grounds.
5. Responds to system alarms and emergencies as required including but not limited to water treatment related hazardous substance releases requiring the operator to approach the point of release in order to plug, patch or otherwise stop the release.
6. Performs standby and emergency work duty on a rotational basis.
7. Records daily work, personnel, materials and equipment used. Keeps other records as assigned.
8. Must perform duties safely with skill tact, diplomacy and efficiency.
9. On occasion, may be temporarily assigned to perform the duties of another classification in the District.

### **JOB QUALIFICATIONS:**

1. Possession of a California State Department of Health, Water Treatment Operators Certificate, Grade T2.
2. Possession of a valid California Drivers License, Class C, with a good driving record.
3. Knowledge in testing methods and equipment common to water treatment.
4. Knowledge of installation and maintenance of pumps, controls, screens, valves, chemical feed equipment, filters, alarms, controls, etc.
5. Knowledge of rules and regulations applicable to health and water treatment.
6. Demonstrate competence and obtain HAZWOPER certificate within one year from the date of hire.

### **TYPICAL PHYSICAL ACTIVITIES:**

1. Operates District vehicle to travel between District plants and facilities.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator and self-contained breathing apparatus.

5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

### **WATER DISTRIBUTION OPERATOR D3**

#### **JOB DESCRIPTION:**

1. Lays out work and normally supervises a crew of one or two other employees
2. As assigned, performs installation and repair of the District's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
3. Performs standby and emergency work duty on a rotational basis.
4. Performs basic building and equipment maintenance.
5. Performs pressure testing and water sampling.
6. Investigates and resolves customer inquiries and complaints.
7. Records daily work, personnel, materials and equipment used. Keeps other records assigned.
8. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
9. Reads meters and records usage.
10. Must perform duties safely with skill, tact, diplomacy and efficiency.

#### **JOB QUALIFICATIONS:**

1. Possession of a valid California Drivers License, Class A, with a good driving record.
2. Knowledge of installation, maintenance and repair of pipelines, meters, water services, valves, hydrants, etc.
3. Possession of a California Water Distribution Operators Certification Grade D3.
4. Demonstrated supervisory skills.
5. Thorough knowledge in use of equipment common to water system operation and maintenance.
6. Ability to operate a wide variety of equipment including backhoes, dump trucks, trailers, forklifts, pavement cutters, compactors, compressors, generators, chain saws, and other equipment, etc.
7. Personal qualifications of leadership and supervisory ability.

#### **TYPICAL PHYSICAL ACTIVITIES:**

1. Operates district truck, tractor, backhoe, dump truck, forklift, and equipment in distribution installations and maintenance work requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.

3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

### **WATER TREATMENT OPERATOR T3**

#### **JOB DESCRIPTION:**

1. Operates and maintains pumping plants, wells treatment plants, storage facilities, and the accompanying equipment and machinery, including pumps, screens, valves, filters, chemical feeders, telemetry equipment, alarms, recorders, and pump controls.
2. Under direction, collects required EPA and California Department of Public Health water samples for analysis and for preparation and maintenance of records and reports in conjunction with plant activities.
3. Informs Management of problems and of supplies required for operation and maintenance of facilities.
4. Maintains District site grounds.
5. Responds to system alarms and emergencies as required including but not limited to water treatment related hazardous substance releases requiring the operator to approach the point of release in order to plug, patch or otherwise stop the release.
6. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
7. Supervises treatment personnel in the absence of their regular supervisor.
8. Performs standby and emergency work duty on a rotational basis.
9. Records daily work, personnel, materials and equipment used. Keeps other records as assigned.
10. Must perform duties safely with skill tact, diplomacy and efficiency.

#### **JOB QUALIFICATIONS:**

1. Possession of a California State Department of Health Services, Water Treatment Operators Certificate, Grade T3.
2. Possession of a valid California Drivers License, Class C, with a good driving record.
3. Knowledge in testing methods and equipment common to water treatment.



4. Knowledge of installation and maintenance of pumps, controls, screens, valves, chemical feed equipment, filters, alarms, controls, etc.
5. Knowledge of rules and regulations applicable to health and water treatment.
6. Personal qualifications of leadership and supervisory ability.
7. Demonstrate competence and obtain HAZWOPER certificate within one year of the date of hire.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Operates District vehicle to travel between District plants and facilities.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator and self-contained breathing apparatus.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

#### **FIELD TECHNICIAN**

#### JOB DESCRIPTION:

1. Inspects installation of new improvements for compliance with District standards.
2. Updates mapping and record drawings of District facilities.
3. Performs simple computer tasks.
4. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
5. Performs pressure and flow testing.
6. Monitors use of water from hydrants.
7. Perform or assist in special projects as assigned.
8. Monitors chlorine dosages for disinfection and obtains bacteriological samples.
9. Reviews as-built plans and record drawings for compliance with District standards to physical installation.
10. Must perform duties safely with skill, tact, diplomacy and efficiency.

## JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License, Class C, with a good driving record.
2. Completion of high school plus two years of college courses or equivalent experience.
3. Knowledge of installation, maintenance and repair of pipelines, meters, valves, water service, hydrants, etc.
4. Ability to demonstrate appropriate level of surveying and drafting principles.
5. Within one year from the date of hire, must obtain a California Water Distribution Operators Certificate, Grade D1.
6. Within one year from the date of hire, must obtain a California State Department of Health Services, Water Treatment Operators Certificate, and Grade T1.

## TYPICAL PHYSICAL ACTIVITIES:

1. Travels frequently by motor vehicle in conducting District business.
2. Hearing and vision within normal range.
3. Communicates orally with District management, contractors, engineers, coworkers and the public in face-to-face, one-to-one and group settings.
4. Regularly uses a telephone for communication.
5. Uses office equipment such as computer terminals, copiers and facsimile machines.
6. Frequently walks in uneven terrain, in an outdoor environment, making inspections of District facilities and construction projects.
7. Sits for extended periods of time.
8. Climbs in and out of trenches.
9. Climbs fixed and portable ladders including ladders on water storage tanks.
10. Enters tanks and vessels for inspection.
11. Turns wrenches to open and close water valves and fire hydrants.
12. Lifts and carries up to forty (40) pounds and pushes or pulls up to twenty-five (25) pounds.
13. Uses respirator and Self-Contained Breathing Apparatus.

## **DISTRIBUTION SUPERVISOR**

### JOB DESCRIPTION:

1. As assigned, performs installation and repair of the District's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
2. Assists in the inspection of construction projects to assure conformance with District specifications.
3. Performs standby and emergency work duty on a rotational basis.
4. Assists Distribution Superintendent in supervising personnel.
5. Performs basic building and equipment maintenance.
6. Performs pressure testing and water sampling.
7. Investigates and resolves customer inquiries and complaints.
8. Records daily work, personnel, materials and equipment used. Keeps other records assigned.
9. Reads meters and records usage.
10. On occasion, may be temporarily assigned to perform the duties of another classification in the District.

11. Informs Superintendent of problems and of equipment and supplies required to perform work.
12. Must perform duties safely with skill tact, diplomacy and efficiency.

#### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License Class A, with a good driving record.
2. Knowledge of installation, maintenance and repair of pipelines, meters, water services, valves, hydrants, pumping plants, etc.
3. Possession of a California Water Distribution Operators, Certificate Grade D4.
4. Demonstrated supervisory skills.
5. Thorough knowledge in use of equipment common to water system operation and maintenance.
6. Ability to operate a wide variety of equipment including backhoes, dump trucks, trailers, forklifts, pavement cutters, compactors, compressors, generators, chain saws, and other equipment, etc.
7. Personal qualifications of leadership and supervisory ability.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Operates district truck, tractor, backhoe, dump truck, forklift, and equipment in distribution installations and maintenance work requiring repetitive use of both right and left hands, and foot controls.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **WATER TREATMENT OPERATOR T4**

### **JOB DESCRIPTION:**

1. Operates and maintains pumping plants, wells treatment plants, storage facilities, and the accompanying equipment and machinery, including pumps, screens, valves, filters, chemical feeders, telemetry equipment, alarms, recorders, and pump controls.
2. Under direction, collects required EPA and California Department of Public Health water samples for analysis and for preparation and maintenance of records and reports in conjunction with plant activities.
3. Informs Management of problems and of supplies required for operation and maintenance of facilities.
4. Maintains District site grounds.
5. Responds to system alarms and emergencies as required including but not limited to water treatment related hazardous substance releases requiring the operator to approach the point of release in order to plug, patch or otherwise stop the release.
6. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
7. Supervises treatment personnel in the absence of their regular supervisor.
8. Performs standby and emergency work duty on a rotational basis including but not limited to water treatment related hazardous substance releases requiring the operator to approach the point of release in order to plug, patch or otherwise stop the release.
9. Records daily work, personnel, materials and equipment used. Keeps other records as assigned.
10. Must perform duties safely with skill tact, diplomacy and efficiency.

### **JOB QUALIFICATIONS:**

1. Possession of a California State Department of Health Services, Water Treatment Operators Certificate, Grade T4.
2. Possession of a valid California Drivers License, Class C, with a good driving record.
3. Knowledge in testing methods and equipment common to water treatment.
4. Knowledge of installation and maintenance of pumps, controls, screens, valves, chemical feed equipment, filters, alarms, controls, etc.
5. Knowledge of rules and regulations applicable to health and water treatment.
6. Personal qualifications of leadership and supervisory ability.
7. Demonstrate competence and obtain HAZWOPER certificate within one year of the date of hire.

### **TYPICAL PHYSICAL ACTIVITIES:**

1. Operates District vehicle to travel between District plants and facilities.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.

4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator and self-contained breathing apparatus.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **WATER TREATMENT OPERATOR T5**

### **JOB DESCRIPTION:**

1. Operates and maintains pumping plants, wells treatment plants, storage facilities, and the accompanying equipment and machinery, including pumps, screens, valves, filters, chemical feeders, telemetry equipment, alarms, recorders, and pump controls.
2. Under direction, collects required EPA and California Department of Public Health water samples for analysis and for preparation and maintenance of records and reports in conjunction with plant activities.
3. Informs Management of problems and of supplies required for operation and maintenance of facilities.
4. Maintains District site grounds.
5. Responds to system alarms and emergencies as required including but not limited to water treatment related hazardous substance releases requiring the operator to approach the point of release in order to plug, patch or otherwise stop the release.
6. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
7. Supervises treatment personnel in the absence of their regular supervisor.
8. Performs standby and emergency work duty on a rotational basis.
9. Records daily work, personnel, materials and equipment used. Keeps other records as assigned.
10. Must perform duties safely with skill tact, diplomacy and efficiency.

### **JOB QUALIFICATIONS:**

1. Possession of a California State Department of Health Services, Water Treatment Operators Certificate, Grade T5.
2. Possession of a valid California Drivers License, Class C, with a good driving record.
3. Knowledge in testing methods and equipment common to water treatment.
4. Knowledge of installation and maintenance of pumps, controls, screens, valves, chemical feed equipment, filters, alarms, controls, etc.
5. Knowledge of rules and regulations applicable to health and water treatment.
6. Personal qualifications of leadership and supervisory ability.
7. Demonstrate competence and obtain HAZWOPER certificate within one year of the date of hire.

## TYPICAL PHYSICAL ACTIVITIES:

1. Operates District vehicle to travel between District plants and facilities.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space. Must be able to use a respirator and self-contained breathing apparatus.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, read addresses at night from the street while in a vehicle, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## **ELECTRICAL/INSTRUMENTATION TECHNICIAN**

### JOB DESCRIPTION:

1. Maintains, tests, calibrates, and repairs analog and digital telemetry and control units, protective relays, programmable controllers, instrumentation and electronic equipment
2. Analyzes, develops, and writes programmable control schemes and support documents pertaining to electrical equipment and facilities. Develops and maintains SCADA Systems.
3. Calibrates power meters and flow control equipment.
4. Performs power systems coordination.
5. Performs trouble shooting and diagnostic work on a variety of electrical equipment.
6. Assists in electrical drawing revisions and updates.
7. Assists in development of design criteria for current or proposed systems.
8. Inspects, installs, maintains, overhauls, repairs, trouble-shoots, and tests a variety of electrical equipment and components, including up to 1,000 horsepower motors, generators, motor control centers, lighting fixtures, starters and control circuits.
9. May train and direct activities of less skilled operators engaged in the repair of electrical and electronic facilities providing however that no duties shall conflict with the provisions Title 8 of the California Code of Regulations.
10. Informs District management of problems and of supplies required for operation and maintenance of facilities.
11. Responds to system alarms and emergencies as required.
12. On occasion, may be temporarily assigned to perform the duties of another classification in the District.
13. Performs standby and emergency work duty on a rotational basis.

14. Keeps records as assigned.
15. Must perform duties safely with skill tact, diplomacy and efficiency.

#### JOB QUALIFICATIONS:

1. Possession of a valid California Drivers License, Class C, with a good driving record.
2. Graduation from high school.
3. Two years experience as an electrical technician.
4. A minimum of 15 semester units in electronic or electrical course work.
5. Thorough knowledge of the installation, maintenance, operation, testing and repair of electrical, electromechanical, and electronic equipment.
6. Working knowledge of standard terms, practices, procedures, and modern methods common to the electrical trade; principles of electrical installation, maintenance, operation, and test; shop mathematics; the use and operation of measuring and testing devices; the National Electrical Code and relevant Electrical Safety Orders of the California Division of Industrial Safety; the operation and maintenance of electrical recording instruments; and, equipment service manuals.
7. General knowledge of engineering design, mathematics, and electronic devices, programmable control systems, and computer programming and operations; analog and digital telemetry and control units, protective relays, and programmable controllers; and, personal computers, basic programming languages, and on-line maintenance systems.
8. Within one year from date of hire, obtain a California Water Environment Association "Electrical-/Instrumentation Technologist" Certification, Grade I.
9. Within one year from date of hire, must obtain a California Water Treatment Certificate, Grade T1.
10. Within one year from date of hire, must obtain a California Water Distribution Operators Certificate, Grade D2.

#### TYPICAL PHYSICAL ACTIVITIES:

1. Operates District vehicles to travel between District plants and facilities.
2. Must have strength and stamina sufficient to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
3. Ability to stand and walk for extended periods of time; ability to ascend or descend ladders up to 110 feet tall, stairs, scaffolding, and the like using feet and legs and/or hands and arms; ability to twist or bend body downward and forward by twisting or bending spine at waist; bend legs at knee to come to rest on a knee or knees; and move about on hands and knees or hands and feet.
4. Works both inside and outside in all kinds of weather with exposure to significant temperature changes between cold and heat; exposure to odors, dust, and pollen; exposure to chemicals, skin irritants, fumes, and solvents. Must be able to work in a confined space.
5. Ability to communicate orally in face-to-face and one-to-one settings; ability to communicate via telephone and two-way radio system; ability to project a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds such as voice of coworkers, and the sounds of operating equipment in both quiet and noisy environments.
6. Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, and distinguish among the red, green, and amber colors of traffic signals.
7. Uses office equipment such as computer terminals, copiers, and facsimile machines.

## Exhibit "C"

### ADDITIONAL REIMBURSIBLE CERTIFICATIONS

<b>Position</b>	<b>*Additional Highest Benefiting Certifications</b>
Accounts Payable Clerk	
Customer Services Clerk	T1, D1
Customer Services / Dist Rep	T1, D1
Payroll Clerk	Notary Public
Field Technician	T2, D2
Water Treatment Operator T5	D1
Water Treatment Operator T4	T5, D1
Water Treatment Operator T3	T4, D1
Water Treatment Operator T2	T3, D1
Water Treatment Operator T1	T2, D1
Electrical/Instrumentation Technician	CA Electrician, T2, D3, Water Environment Federation - Plant Maintenance 4
Water Distribution Technician	D3, T1
Cross connection control Technician	D3, T1
Water Distribution Operator D3	D4, T1
Water Distribution Operator D2	D3, T1
Water Distribution Operator D1	D2, T1
Mechanic	Welder Certification
Meter Reader	D1, T1

\* Subject to General Manager's approval

The District encourages training for advancement. It is the intent of the District to reimburse employees for one certification step beyond that required for their specific position.