

MEMORANDUM  
OF  
UNDERSTANDING  
between  
TURLOCK IRRIGATION DISTRICT  
and  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

JANUARY 1, 2022 – DECEMBER 31, 2024

# MEMORANDUM OF UNDERSTANDING

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## SECTION 1 - PREAMBLE - MANAGEMENT RIGHTS

### 1.1. Purpose of MOU

This Memorandum of Understanding (hereinafter referred to as MOU) entered into by the Turlock Irrigation District (hereinafter referred to as the "District") and the International Brotherhood of Electrical Workers Local Union 1245 (hereinafter referred to as "Union") sets forth their agreements regarding rates of pay, hours of work, and other conditions of employment.

### 1.2. Management Rights

a. Subject to State law, the provisions of the Turlock Irrigation District Employer/Employee Relations Resolution, and the provisions of this agreement, the exclusive rights of the District through its Board of Directors and Management include, but are not limited to:

- the exclusive right to determine the mission of its constituent administrations, departments, divisions, and sections; set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions; direct its employees; the right to require employees to work overtime;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of District operations;
- determine the methods, means and numbers and kinds of personnel by which District operations are to be conducted; determine the content and intent of job classifications; determine methods of financing;
- determine style and/or types of District issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure, size and composition of the work force and allocate and assign work by which the District operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all District functions including, but not limited to, the right to contract;
- to assign work to and schedule employees in accordance with requirements as determined by the District and to establish and change work schedules and assignments upon reasonable notice;
- establish and modify productivity and performance programs and standards;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and
- exercise complete control and discretion over its organization and the technology of performing its work.

b. Insofar as required by applicable law, and upon timely request by the Union, the District will meet and confer with the Union concerning the impact of any exercise of these management rights upon the terms and conditions of employment of employees covered by this MOU.

Matters pertaining to the exercise of said management rights shall not be subject to the grievance procedure contained herein.

Notwithstanding the above, the above management rights may be exercised by the District only to the extent not in conflict with the provisions of this MOU, which provisions are subject to the grievance procedures herein.



## SECTION 2 - RECOGNITION

### 2.1 Union as Exclusive Representative

The District formally recognizes the Union as the exclusive representative of those employees occupying the job classifications as set forth in Exhibit "A", for the purpose of meeting and conferring in good faith with respect to wages, hours and other conditions of employment.

### 2.2 Unlawful Discrimination Prohibited

It is agreed that neither the Union nor the District shall unlawfully discriminate against any employee because of race, religious creed, national origin, marital status, age (over 40), gender, disability, sexual orientation, Union membership or non-membership, legally protected Union activity or any other basis protected by federal, state or local employment discrimination laws.

## SECTION 3 - UNION MEMBERSHIP AND DUES

### 3.1 Employee Rights

- a. The District and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.
- b. Membership in the Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action.

### 3.2 Dues Deduction

- a. Payroll deductions for periodic membership dues, fees or assessment of the Union permitted by law shall be made by the District on behalf of the Union from the paycheck of each employee whom the Union certifies has affirmatively consented to such deductions.
- b. Deductions shall be made from the second payroll period of each month and a check for the total deductions shall be submitted to the Financial Secretary of Local Union 1245, IBEW, P.O. Box 2547, Vacaville, CA 95696, within five (5) working days of the date deductions are withheld from the employee's check. Deductions shall automatically continue and renew at the amounts designated by the Union unless written notice is provided by the Union.

### 3.3 Cessation of Dues Deduction When on Leave Without Pay

Employees on leave without pay shall be exempt from these dues deduction provisions.

### 3.4 Union Membership Application and Dues Deduction Forms

The Union shall provide all employees with Union membership application forms, payroll deduction authorization forms, and a copy of this Memorandum of Understanding within thirty (30) days after employment. The Union will obtain and maintain voluntary written authorization for deductions signed by the individual from whose wages the deduction is to be made. The District shall rely upon written notification from the Union for any cancellations, initiations or changes in payroll deduction authorizations.

### 3.5 Indemnify

The Union shall indemnify the District, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the District or any of its agents, or employees for any claims made by an employee for deductions made in reliance on the Union's certification regarding a dues deduction authorization or on information provided by the Union regarding changes or cancellations to the deduction authorization. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the District. The District shall have the right to be represented by its own attorney in any action in which it is named a party to the action.

### 3.6 New Employee Orientations

The District will provide a representative of Local Union 1245 IBEW access to attend a twenty-minute (20) portion of new employee orientation, during which the Local Union 1245 IBEW representative may meet privately with the group of newly hired Local Union 1245 IBEW bargaining unit members. The District will provide Local Union 1245 IBEW at least ten (10) days' advance notice of any new employee orientation, absent an urgent need critical to the District's operations, in which case the District will provide as much advance notice to Local Union 1245 IBEW as possible. The District will provide to Local Union 1245 IBEW employee information in accordance with AB 119.

## SECTION 4 - DAYS AND HOURS OF WORK

### 4.1 Normal Workweek

The normal workweek shall be forty (40) hours in a seven (7) day period. An employee's basic workweek consists of five (5) consecutive work days of eight (8) hours each, Monday through Friday.

### 4.2 Normal Workday

The normal workday shall be eight (8) hours of work within a eight and one-half (8-½) hour period, with a meal break at or about the midpoint of the day, except where hours are established by pre-arrangement, are otherwise presently established or are otherwise provided for herein. Pre-arrangement shall be notification by the District at least twenty-four (24) hours in advance of the commencement of a change of shift assignment.

### 4.3 Basic Shift

The regular work hours for the basic shift shall be 7:00 a.m. to 3:30 p.m. unless mutually agreed otherwise.

### 4.4 Break Period Time

The District will provide when possible one (1) fifteen (15) minute break period nearest the mid-points of the morning and afternoon work periods. The supervisory employee in charge will determine the most appropriate time for the break period.

## SECTION 5 - OVERTIME

### 5.1 Overtime Rate

Overtime shall be paid at the rate of one and one half times the employee's regular rate of pay for time worked in excess of 40 hours in a workweek or 8 hours in a workday.

### 5.2 Doubletime Rate and Conditions

In general, overtime compensation at the rate of one and one-half times the straight rate of pay shall be paid to employees for overtime as defined in item 5.1, above, except that;

- a. The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay,
- b. If, following an employee's dismissal from work or on an employee's non-workday or holiday which the employee is scheduled to have off, the employee is called out for work, the employee shall be paid at two times the employee's straight rate of pay for all work performed outside the employee's regular work hours or on a non-workday or holiday which the employee is scheduled to have off.
- c. For the purpose of this section, an employee's regular hours of work shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

### 5.3 Compensatory Time Off

As an alternative to overtime pay, an employee, with supervisory approval, may elect to receive compensatory time off (CTO) at the appropriate overtime rate of pay.

The maximum CTO that may be accumulated at any one time is one hundred and twenty (120) hours.

District Assistant General Managers have discretionary authority over the amount of CTO (from zero (0) to one hundred and twenty (120) hours) that may be accumulated at any given point in time by employees within a department, division or section.

An employee can use CTO if the employee's Department Manager determines:

- a. The CTO use would not occur during periods of the year when the employee's work unit normally experiences a heavy workload;
- b. The workload and the then current manning level of the employee's work unit is such that the CTO employee's absence from the job would not adversely effect the efficiency or effectiveness of the employee's work unit;
- c. Qualified employee or employees are available to work in the CTO employee's place;
- d. Another or other employees would not be required to work overtime because the employee has been allowed to use CTO.

If the CTO use is approved, the employee will be allowed to use CTO within Ninety (90) calendar days of making the request to the employee's department/division manager. If the department/division manager does not reasonably foresee being able to allow the employee to use CTO within the ninety (90) day period, the department/division manager will promptly inform the employee and give the reasons for the denial of CTO use; the employee may then request payment of any or all of the employee's accumulated CTO anytime the employee is

denied the use of CTO. The District shall have the authority to cancel the approved use of CTO because of an emergency.

#### 5.4 On-Call Compensation

Employees who are assigned to be "On-Call" for emergency maintenance or repair shall be compensated for standing by at the rate set forth below:

<u>Hours On-Call</u>	<u>Compensation</u>
On a workday <i>(from end of the employee's workday to the start of the employee's next workday)</i>	Two (2) hours of straight time pay
On a non-workday <i>(24 hour period)</i>	Four (4) hours of straight time pay

In addition to the standby compensation listed above, on-call employees called to work shall be paid for hours worked starting at the time of his or her call out and ending when he or she arrives at home, but with a guaranteed minimum of two (2) hours at the appropriate overtime rate.

#### 5.5 Emergency On-Call Crew Volunteers

In cases when the District concludes there exists a potential emergency, the District will provide notice of the need for an on-call crew for the period of designated emergency and seek at least two (2) and up to three (3) volunteer Electrical Lineworkers, up to one (1) volunteer Apprentice Electrical Lineworker, and one (1) volunteer Line Supervisor for the on-call crew using its automated/computer call out system. Employees on the on-call crew shall be called out first during the on-call period should a call out in fact be necessary. If there are insufficient volunteers, the District will restore to the standard emergency call protocols, or Line Supervisors and/or Troubleshooters may be assigned to a potential emergency on-call crew.

Employees on potential emergency on-call crews shall be compensated for standing by as set forth in Section 5.4.

An "on-call" employee who is dispatched from the Broadway Yard Control Center must be able to arrive at the Control Center within thirty (30) minutes from the time the employee is called out. Employees who are "on-call" must be ready and able to perform required job duties when called.

#### 5.6 Rest Period:

##### a. Eight (8) Hour Rest Period

1. If an employee regularly scheduled to work 7:00 a.m. to 3:30 p.m. has worked for more than four (4) hours at the overtime rate ("unscheduled work") during the hours of 11:00 p.m. to 7:00 a.m, immediately preceding the beginning of his/her regular work hours, on a work day, he/she shall be given a duty free rest period of eight (8) consecutive hours at the completion of the emergency work.
2. If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight rate for the extent of the overlap.
3. If the employee is required to continue unscheduled work into his/her regular scheduled work day or is called back to work during his/her eight

(8) hour rest period by the District, he/she will be compensated for all hours actually worked at the double time rate of pay until the employee is given a rest period of eight (8) consecutive hours.

b. Four (4) Hour Rest Period

1. If an employee regularly scheduled to work 7:00 a.m. to 3:30 p.m. has worked for more than two (2) and up to four (4) hours at the overtime rate ("unscheduled work") during the hours of 11:00 p.m. to 7:00 a.m., immediately preceding the beginning of his/her regular work hours, on a work day, he/she shall be given a duty free rest period of four (4) consecutive hours at the completion of the emergency work.
2. If the four (4) hour rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight rate for the extent of the overlap.
3. If the employee is required to continue unscheduled work into his/her regular scheduled work day or is called back to work during his/her four (4) hour rest period by the District, he/she will be compensated for all hours actually worked at the double time rate of pay until the employee is given a rest period of four (4) consecutive hours.

c. Eight (8) Hour Rest Period

1. If an employee regularly scheduled to work 7:00 a.m. to 3:30 p.m. works a full eight hour day and continues to work without interruption thereafter for eight or more additional consecutive hours, the employee shall be given a duty free rest period of eight (8) consecutive hours at the completion of the emergency work.
2. If the (8) hour rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight rate for the extent of the overlap.
3. If the employee is required to continue unscheduled work into his/her regular scheduled work day or is called back to work during his/her eight (8) hour rest period by the District, he/she will be compensated for all hours actually worked at the double time rate of pay until the employee is given a rest period of eight (8) consecutive hours.

- d. Nothing in this section shall entitle an employee to pay during the one-half hour unpaid lunch period.

## 5.7 Emergency Call Out

Employees who are called to work at any time other than their normal scheduled work hours on an emergency basis ("emergency call-out overtime") shall receive: pay at the appropriate overtime rate for all hours actually worked, with a guaranteed minimum of two (2) hours pay at the appropriate overtime rate, starting at the time of his or her call out; plus one-half (1/2) hour pay at the appropriate overtime rate for travel time, from the headquarters to home. For purposes of computing work hours for emergency call-out overtime, the work hours start when the employee is called to work, and ends when the employee leaves the headquarters.

## 5.8 Equal Distribution of Overtime

The District has the right to require employees to work overtime and to designate the classification to perform overtime work. In assigning emergency call-out overtime, the District will use a rotational system, for the equal distribution of overtime work among qualified employees.

- a. The following shall apply in the event that, under the rotational system used by the District, an employee is inadvertently bypassed or “skipped” and not offered emergency call-out overtime work when he/she should have been offered the work:
  1. The District’s current rotational system is an automated system (computer based) which contacts employees by telephone to offer employees emergency call-out overtime work. For so long as the District continues to use an automated system, then in the event an employee is bypassed, the remedy shall be that the employee is placed at the top of the rotational list for the next cycle of calls.
  2. If there is a computer failure or error or other event which causes the automated system to be non-functional, then the District shall utilize District staff to telephone employees and offer emergency call-out overtime work. The then-current seniority list shall be the rotational list used, with the most senior employee in the classification being called first. In the event an employee is bypassed, the remedy shall be that the employee is placed at the top of the rotational list for the next cycle of calls.
  3. Should the District decide to not utilize an automated system to contact employees, and thereafter an employee is bypassed, the remedy shall be that the employee is provided pay for the hours and meals which would have been earned by the employee had he/she accepted the offer and completed the on-call work.

## 5.9 Continuation Overtime

The term “continued overtime” refers to hours worked by an employee immediately following that employee’s normal work hours. Continuation overtime is distinct from emergency call-out overtime and scheduled overtime. The District retains full discretion to assign continuation overtime depending on the specific circumstances and its business needs. The District is not required to use any specific method in deciding how or whom it assigns continuation overtime. For continuation overtime, employees shall receive pay at the appropriate overtime rate for all hours actually worked.

## 5.10 Scheduled Overtime

The term “scheduled overtime” refers to hours worked by an employee outside that employee’s normal scheduled work hours, but scheduled in advance. Scheduled overtime is distinct from emergency call-out overtime and continuation overtime.

- a. New Scheduled Overtime

For work on a job that has not been started, and must therefore be begun and completed outside normal scheduled working hours (“New Scheduled Overtime”), a list of employees (“Overtime List”), which is to be maintained by the District for the purpose of allocating overtime to the Line Supervisor classifications, as described herein, and which is different from the rotational list discussed in section 5.7, shall be used to determine the proper order in which such



employees will be called and offered the opportunity to work the New Scheduled Overtime. The District will use the Overtime List to assign the New Scheduled Overtime work to the Line Supervisor classification. Then, the Line Supervisor who is selected by the District for the New Scheduled Overtime will use his or her discretion to fill the remaining positions in the crew with qualified employees according to the classification(s), and in the numbers, that the District determines are needed for the New Scheduled Overtime. In the event the Line Supervisor who is asked to work New Scheduled Overtime declines or is unavailable to work, the District will offer the work to the next Line Supervisor, as appropriate, on the Overtime List for that classification. Consistent with the above, and for the avoidance of doubt, the District shall have no role in, or liability for any alleged error in, the way the Line Supervisor selected by the District for the work fills out the remainder of the crew. In addition, if the District improperly bypasses a Line Supervisor in distributing New Scheduled Overtime, then the Line Supervisor's exclusive remedy for being improperly bypassed will be placement at the top of the Overtime List for the next assigned of New Scheduled Overtime. In the event no Line Supervisor is available to work the New Scheduled Overtime, the District may select an Electrical Lineworker to be temporarily upgraded to the Line Supervisor classification for the purpose of working the New Scheduled Overtime, in which case the Electrical Lineworker that is so temporarily upgraded shall have the same rights and obligations discussed in this section that a Line Supervisor would have if selected to work the New Scheduled Overtime, but no more.

b. Existing Project Scheduled Overtime

For work on a job that has already been partially completed during normal scheduled work hours, and must then be fully completed at some later scheduled date ("Existing Project Scheduled Overtime"), the District shall assign the Line Supervisor and crew employees who have already worked on the partially-completed project. If any additional employees are needed to complete the work, the Line Supervisor or Acting Line Supervisor will fill the rest of the crew

## SECTION 6 - MEALS

### 6.1 Meal Allowance

An employee will receive a meal allowance of Twenty Dollars (\$20.00) in the following circumstances:

- a. Where the employee is called in to work for four (4) or more hours on emergency work, at the fourth hour and at four hour intervals thereafter.
- b. Where the employee is required to work for one and one-half (1 1/2) hours or more beyond his/her scheduled workday, at that time and at four hour intervals thereafter.
- c. Where the employee is required to perform work beginning two (2) hours or more before his/her scheduled workday, and such employee continues to work into his/her regular workday hours.
- d. Where the employee is required to work for one and one-half (1-1/2) hours or more beyond his/her scheduled non-workday, at that time and at four hour intervals thereafter.

### 6.2 Time to Eat Meal

In addition, the employee will be given forty-eight (48) minutes at the appropriate overtime rate to eat the meal, or forty-eight (48) minutes of pay at the appropriate overtime rate if the employee declines to eat the meal.

### 6.3 Meal Period Earned until Customer Service is Restored

Ordinarily, even when a meal period is earned, employees and crews work until customer service is restored without leaving the job site to take a meal.

### 6.4 Parking District Vehicles for Meals after Customer Service is Restored

For meals taken once customer service is restored and a job is completed, where feasible, employees should return to the Broadway Yard, park the District vehicles there, and drive pool vehicles to the restaurant.

## SECTION 7 HOLIDAYS

### 7.1 Recognized Holidays

The following are considered as holidays for the purpose of this agreement:

New Year's Day	8-hours added to vacation *	Monday 01-02-23	Monday 01-01-24
Martin Luther King, Jr. Day	Monday 01-17-22	Monday 01-16-23	Monday 01-15-24
Presidents' Day	Monday 02-21-22	Monday 02-20-23	Monday 02-19-24
Memorial Day	Monday 05-30-22	Monday 05-29-23	Monday 05-27-24
Independence Day	Monday 07-04-22	Tuesday 07-04-23	Thursday 07-04-24
Labor Day	Monday 09-05-22	Monday 09-04-23	Monday 09-02-24
Veterans Day	Friday 11-11-22	Friday 11-10-23	Monday 11-11-24
Thanksgiving Day	Thursday 11-24-22	Thursday 11-23-23	Thursday 11-28-24
Friday After Thanksgiving	Friday 11-25-22	Friday 11-24-23	Friday 11-29-24
Christmas Eve Day	Friday 12-23-22	8-hours added to vacation *	Tuesday 12-24-24
Christmas Day	Monday 12-26-22	Monday 12-25-23	Wednesday 12-25-24
New Year's Eve	Friday 12-30-22	8-hours added to vacation *	Tuesday 12-31-24

### 7.2 Pay for Holiday Not Worked

If an employee is not required to work on a holiday as listed in subsection 7.1 above, the employee shall be entitled to compensation as follows:

- a. For hourly paid employees, eight (8) hours at the employee's regular straight time hourly rate for all holidays. Employees must work the regularly scheduled workday prior to and the regularly scheduled workday following the holiday to receive pay for the holiday, except that if the employee has an approved absence by their supervisor, they shall not be disqualified from receiving their holiday pay.
- b. For monthly salaried employees, the regular monthly salary amount will remain unchanged.

### 7.3 Pay for Working on a Holiday

If an employee works on a holiday as listed in subsection 7.1 above, the employee shall be entitled to compensation as follows:

- a. Hourly paid employees will be paid one and one half times his/her basic rate of pay for the actual hours worked on a holiday (listed in subsection 7.1), plus eight (8) hours of pay at the straight time rate.
- b. Monthly salaried employees, will be paid one and one-half (1 ½) times his/her prorated hourly basic rate of pay for the actual hours worked on a holiday (listed in

subsection 7.1) and the regular monthly salary amount will remain unchanged.

7.4 Holiday on a Scheduled Non-workday

Whenever a holiday listed above falls on a regularly scheduled non-workday for an employee, he/she shall be entitled to have eight (8) hours added to the employee's vacation.

## SECTION 8 - VACATION

### 8.1 Accrual Rate

A regular full time employee shall be entitled to forty (40) hours of vacation time after the completion of six months of continuous service. After the sixth month, vacation time shall be accrued monthly at the following rates:

- Eighty (80) hours per year beginning the seventh month through end of the fifth year.
- One hundred twenty (120) hours per year beginning the sixth year through the end of the ninth year.
- One hundred sixty (160) hours per year beginning the tenth year through the end of the fourteenth year.
- One hundred seventy-six (176) hours per year beginning the fifteenth year through the end of the nineteenth year.
- One hundred eighty-four (184) hours per year beginning the twentieth year and thereafter.

### 8.2 Maximum Accumulation

Employees may carry up to 480 hours of vacation into the new year. Excess as of the end of the 23<sup>rd</sup> pay period in any calendar year shall be forfeited and that amount shall be paid to the employee at the employee's regular straight time rate of pay.

Exception: If an emergency arises or service requirements do not allow an employee to use their vacation, the department manager may recommend to the General Manager that an employee be allowed to exceed the maximum hours that may be carried over into the next year.

### 8.3 Minimum Use of Vacation

Employees with one or more years of service must use a minimum of five (5) days vacation per calendar year.

### 8.4 Holidays While on Vacation

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

### 8.5 Restrictions Affecting the Granting of Vacation

Whenever possible vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the District may place reasonable seasonal or other restrictions on the use of vacations. In the case of over demand for any particular period, preference shall be given to the employee with the greater seniority.

## 8.6 Vacation Cash-Out

Upon the agreement of the District and the employee, an employee may sell back to the District for cash, up to forty (40) hours of accrued vacation. A request to cash out vacation may only be made in the month of October of any calendar year. Payment will be made the following December. Payment will only be made if the employee has at least one hundred and twenty (120) hours of accrued but unused vacation on the books as of October 31.

## SECTION 9 - SICK LEAVE

### 9.1 Accrual Rate

Employees shall be credited with eight (8) hours of sick leave for each month of continuous employment. There is no maximum accumulation limits placed on sick leave.

### 9.2 Approved Use of Sick Leave

The use of sick leave is intended for the following purposes: Employees may take sick time for themselves and their immediate family members:

- a. For diagnosis, care or treatment of an existing medical condition;
- b. For preventative care;
- c. To attend a medical, vision or dental appointment;
- d. To attend to or provide care for a family member with a mental or physical illness; and/or
- e. To recover or recuperate from an injury or health condition.

The District may require the submittal of a physician's verification of sickness before paying sick leave.

### 9.3 Maximum Use for Family Members

A maximum of forty-eight (48) hours of sick leave in a calendar year may be used for the following purposes:

- a. Sickness or injury of the employee's immediate family member when it is necessary for the employee to be involved with the care and or treatment of the family member.

The District may require the submittal of a physician's verification of sickness of an employee's immediate family member if sick leave is used for dependent purposes before paying sick leave.

- b. Under special circumstances, the General Manager may approve the use of sick leave for an immediate family member (persons related by blood or marriage residing in the employee's household) use in excess of forty-eight (48) hours in a calendar year. Special circumstances may include, but not limited to; serious illness or condition of an immediate family member, difficulty in securing child care due to a contagious illness of a child, etc. Requests for use of sick leave in excess of forty-eight (48) hours for immediate family use must be made to the General Manager in writing.
- c. Sick leave used pursuant to this subsection may be used for purposes which qualify for leave pursuant to the California and Federal Family and Medical Leave Acts.
- d. For purposes of this section, the term "immediate family member" includes the employee's current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An employee's domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.
- e. Safe time: Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning

or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

9.4 Sick Leave in Conjunction with Workers' Compensation

If an injured employee is receiving workers' compensation insurance payments, the employee shall be permitted to use his/her sick leave, vacation or comp time to make up the difference between the insurance payments and his/her normal salary.

9.5 Holidays While on Sick Leave

If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, he/she shall receive pay for the holiday as such and the holiday shall not be counted as a day of sick leave.

9.6 Notification of Physician's Verification Prior to Return to Work

Whenever an employee is required to submit a physician's verification, the District will make a good faith effort to advise the employee prior to the employee returning to work.

9.7 Payment of Sick Leave at Time of Retirement or Death

An employee who retires or dies will receive at the time of cessation of employment, payment for between zero (0%) and twenty-five percent (25%) of earned and unused sick leave. The payment shall be limited to three (3) months pay. An employee may utilize the remaining balance of unused sick leave (not paid off), at the rate of twelve (12) hours equals one (1) month of medical coverage for eligible dependents; however, for an employee hired on or after January 1, 2018, the employee may utilize the remaining balance of unused sick leave (not paid off), at the rate of twelve (12) hours equals a District contribution toward the additional cost of medical coverage for eligible dependents equal to the same percentage of that cost as the District's contribution to retiree health premiums set forth in Section 13.3.b. (For example, if the retiree had more than 10 years of service, and the additional cost of the dependent's health coverage was an additional five hundred (\$500) per month, each twelve (12) hours of sick leave utilized from the remaining balance would be equal to seventy-five percent (75%) of this additional amount, i.e. an additional three hundred and seventy-five dollars (\$375) per month district contribution toward the retiree's dependent's health coverage. The utilization of unused sick leave for medical coverage must begin immediately upon retirement or death and must be utilized continuously until the eligible dependents become eligible for Medicare or until the sick leave is exhausted. Sick leave is not convertible to cash or dependents medical coverage for an employee who resigns or is discharged.



## SECTION 10 - BEREAVEMENT

### 10.1 Bereavement Leave Parameters

In the event of death in an employee's immediate family (related by blood within the third (3rd) degree, or by marriage within the second (2nd) degree, as defined in Subsection 19.5 contained herein), the employee may, at the employee's discretion, take a maximum of three (3) days leave without loss of pay. The leave allowed under this section will be increased by an additional two (2) days where travel outside the state of California is required to attend the funeral. The use of such paid leave time shall be limited to matters directly related to the death of such immediate family members.

### 10.2 Bereavement Leave for Current and Former Employees

With prior approval of the District, an employee may be granted time off with pay, as needed to attend the funeral of a current or former District employee.

## SECTION 11 - CIVIC DUTY LEAVE

### 11.1 Jury Duty Leave

An employee required to serve on jury duty shall be paid his/her regular pay while serving on such duty. Employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

### 11.2 Court Witness Leave

- a. An employee who is a witness either on behalf of or at the request of the District in any court proceedings or who is a subpoenaed witness in any criminal court proceeding is entitled to leave with pay for those working hours reasonably needed to serve as a witness.
- b. If the employee is entitled to leave with pay and the employee receives a witness fee, the employee shall be paid the difference between his/her regular pay and the amount of the witness fee received. The witness fee does not include any mileage allowance.
- c. In all other court related situations, an employee is not entitled to leave with pay.

## SECTION 12 - LEAVE OF ABSENCE

### 12.1 Leave of Absence Without Pay for More Than Five (5) Work Days

Leave of absence without pay for any reasonable purpose (including non-disability pregnancy leave) may be granted an employee for up to three (3) months upon the approval of the appropriate Assistant General Manager. Request for a leave of absence without pay for a period of more than five (5) working days shall be submitted in writing as far in advance as possible by the employee to the appropriate Assistant General Manager. All requests for leave of absence without pay shall outline the following information:

- a. Title of the current position held;
- b. Name of division and department employed;
- c. Beginning and ending dates of the desired leave of absence; and
- d. Reasons supporting the request for leave.

Within thirty (30) working days after a request for leave is made, the employee shall be notified of the appropriate Assistant General Manager's decision granting or denying the request.

### 12.2 Effects of Leave of Absence Without Pay on District Benefits

- a. Employees shall not earn sick leave or vacation credits.
- b. Employees are not eligible to be paid for holidays.
- c. No contributions will be made by the employee or the District toward the Retirement Plan and Social Security.
- d. Employees shall continue participating in the group health, life, dental, vision and long term disability plans. The employee shall contribute 100% of the premiums for themselves and dependents. If no premium rates exist, then COBRA rates shall apply.
- e. No retirement service credit shall accrue during an unpaid leave of absence.

### 12.3 Sickness or Injury Absence Without Pay for Five (5) Work Days or Less

A regular employee who has exhausted all accrued sick leave, vacation, and compensatory time or a probationary employee who has not accrued sick leave, vacation or compensatory time, shall not be absent from work unless the absence is due to sickness or injury of the employee. The District will require a physician's verification of sickness or injury. The employee shall not be paid for this time off.

### 12.4 Other Absence Without Pay For Five (5) Work Days or Less

A regular employee who has exhausted all accrued vacation, and compensatory time or a probationary employee who has not accrued vacation or compensatory time, shall not be absent from work unless the employee demonstrates urgent or substantial personal reasons acceptable to the appropriate Assistant General Manager. If granted time off by the District the employee shall not be paid for this time off.

### 12.5 Short-Term Union Business

Employees who are granted leave-of-absence from the District to work for the Union remain on the District's payroll. Employees will continue to receive retirement contributions and service credit. The District in its sole discretion reserves the right, at any time, to deny or limit a requested leave-of-absence. If an employee is requested to return from their leave of absence, reasonable notice will be given, and the employee will be expected to return within five (5) working days.

1. The Union shall reimburse the District for the employee's salary plus fringe benefit costs while the employee is on the leave-of-absence.
2. This provision will apply to leaves-of-absence for six (6) months or less.
3. Requests must be made at least one week in advance and directed to the District's General Manager's office.
4. The Union agrees to indemnify and hold the District harmless against any and all liability for loss, damage, cost or expense which the District may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of property, including the loss of use thereof, arising out of or in any way connected with the herein described program, whether or not due in whole or in part to any act, omission or negligence of District, active or passive, excepting only such injury, loss or liability as may result from the criminal or willful misconduct of the District, its agents or employees, other than employees participating in this program.

a. Workers' Compensation

Where payments are made to District's employees under a workers' compensation or disability benefits law for bodily injury or death arising out of or in any way connected with the herein described program, the Union shall make full and complete reimbursement to the District to the extent such payment increases the District's workers' compensation or disability benefit costs, whether such increase in costs occurs in the form of an increase in premiums or contributions, reduction in dividends or premium refunds, or otherwise.

b. Notice and Defense of Claims

In the event any claim or demand is made or suit or action is filed against the District alleging liability for which the Union shall indemnify and hold harmless the District under this Section, the District shall promptly notify the Union thereof, and the Union shall at its sole expense bear the cost and expense including legal fees to settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent.

c. Insurance Representation

The Union agrees to carry the amount of self-insurance or comprehensive liability insurance, including contractual liability coverage, covering the indemnification and defense obligations set forth herein, subject to such types and amounts of self-insurance, retentions or deductibles as are consistent with good business practice in the industry.

SECTION 13 - MEDICAL

13.1 Medical Coverage - Eligible Employees

- a. The District will provide group medical coverage for eligible employees and their eligible dependents, as provided below.
- b. The key elements of the group medical plan are identified in the Summary Plan Description, a copy of which is available in the District’s Human Resources Department.
- c. The District and employee pre-tax contributions to health premiums shall be as follows:

<u>Medical Plan</u>	<u>District Contribution</u>	<u>Employee Contribution</u>
PPO Base Plan	85%	15%
HDHP	100%	0%

The District shall pay 85% of the tiered medical insurance rates charged to the District by the PRISMHealth Program; with employees paying, through payroll deduction, the remaining 15%. Medical premiums will be adjusted annually by the PRISMHealth Program, and employee payroll deductions will be adjusted to reflect the new rates. New annual payroll deduction rates are based on the District’s “payroll year” – new payroll deductions will be taken beginning with the December 16 – December 31 payroll period, and reflected in the employee’s January 5 paycheck.

- d. The medical plan deductibles are \$225 per person with a maximum of \$920 per family.

These deductibles shall apply to active employees and eligible dependents, and to retirees who are hired on or after May 1, 2008.

- e. Co-Pays:

The following co-pays shall apply to prescription medications under the plan:

	<u>Retail</u>	<u>Mail Order</u>
Generic:	\$10	\$20
Brand Name Formulary	\$35	\$70
Brand Name Non-Formulary	\$65	\$130

Specialty Pharmacy (Formulary & Non-Formulary) coinsurance shall be twenty percent (20%) or a maximum of one hundred and fifty dollars (\$150) per month.

Employees will pay the mail order co-pay for “maintenance” prescription drugs following their second prescription refill.

- f. The mail order co-pay is two (2) times the single month co-pay, for a three (3) month supply.
- g. The District and Local Union 1245 IBEW shall continue a joint Health Plan Review Committee which will meet on an annual basis to review the TID Health Plan. The

District will provide information needed for the committee to study the Health Plan and to allow a review of proposed cost-containment measures. Each group shall be represented by its respective union representative and up to three (3) members of the bargaining unit.

- h. Employees hired on or after January 1, 2015 will become eligible for health insurance benefits as follows: employees hired between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of a month shall become eligible for health insurance benefits on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full calendar month, following their first (1<sup>st</sup>) day of active service. Employees hired between the sixteenth (16<sup>th</sup>) and the last day of a month shall become eligible for health insurance benefits on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full calendar month, following their first (1<sup>st</sup>) day of active service.

Example:

Hire Date:	Benefits Begin:
January 01-15	February 01
January 16-31	March 01

- i. If an employee fails to select a health plan and/or fails to provide the information required to enroll in a health plan, the employee shall be enrolled by default in the PPO plan for employee only coverage. Dependents will only be able to enroll during the next open enrollment.
- j. The following annual out-of-pocket maximums shall be applied to employee cost-sharing; including deductibles, co-payments and co-insurance (%; percentages) toward medical and pharmacy benefits:

In-Network	Individual	Family
Medical	\$1,615	\$3,460
Pharmacy	\$4,985	\$9,740

Out- of-Network	Individual	Family
Medical	\$3,000	\$6,000
Pharmacy	\$3,600	\$7,200

Note: The out-of-pocket maximums do not include premiums, balance billing amounts for out-of-network providers, or the cost of non-covered services.

- k. Employee contributions ending in \$.01-\$.49 will be rounded down to the flat dollar amount. Example, an employee contribution of \$152.10 will be rounded down to \$152.00. Employee contributions ending in \$.50-\$.99 will be rounded up to the next flat dollar amount. Example, an employee contribution of \$305.70 will be rounded up to \$306.00 for the employee contribution.
- l. If an employee or retiree and/or their dependent(s) has been on a medical, dental or vision plan for which they were not eligible, Local Union 1245 IBEW agrees that the District shall be allowed to recoup from the employee or retiree the cost of all improper District premium payments made on their behalf by way of payroll or pension deduction (or invoice at the District option) over the same period of time as the over/improper payments were made, up to a maximum of three (3) years. If the period of over/improper payments exceeded three (3) years, the District will recoup the overall amount in equal payments over a three (3) year period.

### 13.2 Medical Coverage - Disabled Employee

- a. Whenever an employee becomes disabled the following procedure shall apply:
  1. The disabled employee shall use all accrued sick leave, vacation and compensatory time beginning with the first day of disability until the accrued sick leave, vacation and compensatory time is exhausted, provided that such use does not conflict with federal and/or state family and medical leave laws.
  2. If a disabled employee exhausts all accrued sick leave, vacation and compensatory time before the employee is terminated pursuant to Subsection 22.3 f, the disabled employee shall apply for a leave of absence pursuant to Subsection 12.1. An employee granted a leave of absence shall continue to receive medical, dental, vision, life and long term disability benefits on the same terms and conditions as are applicable to active employees. This section shall not be construed to deny any health and welfare benefit to which the employee is eligible under federal and/or state family and medical leave laws.
  3. If a disabled employee has a serious health condition as defined in federal and/or state family and medical leave laws, the days or portions of days on which the employee is absent from work due to the serious health condition shall be counted as utilized days of Family and Medical Leave under federal and state family leave laws.

### 13.3 Medical Coverage - Retired Employee

Employees who retire may continue on the District's group medical plan as listed in Subsection 13.1, until eligible for Medicare. The District's group medical plan coverage is available to qualifying retired employees at time of retirement provided they elect such option prior to retirement. The premium for retired employees who remain on the District's group medical plan is as follows:

- a. For employees hired prior to January 1, 2018, and who were continuously employed for at least five (5) years immediately preceding the date of retirement, the District pays the entire premium of the retired employee until the retired employee becomes eligible for Medicare.
- b. For employees hired on or after January 1, 2018, and who were continuously employed for at least five (5) years immediately preceding the date of retirement, the District will contribute to the retired employee's medical premium the following percentage of the retiree only PPO health plan amount, regardless of what District plan the retiree selects:

<u>Years of Service</u>	<u>% of Retiree Only Medical Premium Paid by District</u>
0	0%
6-10	50%
11-15	75%
15 or more	100%

To be eligible for these contributions, retiring employees must agree to have the retiree portion of their medical premiums automatically deducted from their monthly pension check.

- c. Retirees may elect to cover their eligible spouse and/or dependents (adult children up to age

- 26 according to the current guidelines of PPACA). Retirees are responsible for paying 100% of their spouse and/or dependents' premium costs at 100% of the District's rates. Retirees must agree to have dependent premium costs automatically deducted from their monthly pension check. The eligible spouse and/or dependents must be existing dependents of the employee on the date of the employee's retirement.
- d. Retirees and their eligible dependents are no longer eligible for coverage under the District medical plan when they become eligible for Medicare. Adult children (up to age 26) may be covered through the month of their 26th birthday or, if disabled, until Medicare eligible.

#### 13.4 Change in the Law:

If the District receives notice of a change in law (such as the Affordable Care Act) which would impact any health insurance benefit, the District shall promptly notify the Union of any such change. Within fifteen (15) days of receipt of such notice, the parties shall meet to discuss possible changes to the MOU.



## SECTION 14 - DENTAL

### 14.1 Dental

The District will provide contributions toward the purchase of the District's Base Dental Plan by eligible employees and their eligible dependents. The key elements of the plan are identified in the Summary Plan Description, a copy of which is available in the District's Human Resources Department.

### 14.2 District Contributions

The District shall make the contributions identified below toward the purchase of the Dental Base Plan by employees:

	<u>District's Monthly Contribution</u>
Employee:	85% of total premium
Employee + one (1) dependent:	85% of total premium
Employee + two (2) or more dependents:	85% of total premium

### 14.3 Periodic Meetings to Discuss Dental Plan

Representatives of the District and the Union shall meet periodically to discuss possible restructuring of the Dental plan to save costs.

### 14.4 Dental Buy Up

- a. Provided that the District remains with Delta Dental or with another dental insurance provider which offers such coverage, the Delta Dental Base plus "Buy Up Plan" will be offered to bargaining unit members. Participation in this plan is voluntary, but a bargaining unit member electing this option must pay the full additional cost of the plan, in addition to the employee's contributions for base dental coverage.
- b. Provided that the District remains with Delta Dental or with another dental insurance provider which offers such coverage, the Delta Dental Base plus "Orthodontia" Plan will be offered to bargaining unit employees. Participation in this plan is voluntary, but a bargaining unit member electing this option must pay the full additional cost of the plan, in addition to the employee's contributions for the base dental coverage.

### 14.6 Retiree Dental

A retiree can opt to elect Retiree Dental coverage (Dental Base Plan) only when the employee retires. The retiree may discontinue only during the annual enrollment. A retiree who cancels Retiree Dental coverage entirely may not re-elect dental coverage in any future Open Enrollment period. A retiree who discontinues dental coverage for their eligible dependent(s) may not re-elect dental coverage for the discontinued dependent(s) in any future Open Enrollment period. Retirees must agree to have premiums automatically deducted from their monthly pension check. Eligible dependents must be an existing spouse and/or dependent at the time of the employee's retirement. Eligibility for coverage discontinues upon Medicare eligibility and, for adult children, at age 26. The retiree is responsible for payment of 100% of the applicable dental premium. Retiree Dental coverage shall be provided so long as the District and participating Retirees satisfy the minimum qualifications and requirements of the applicable Dental plan.

## SECTION 15 - VISION

### 15.1 Vision

The District will provide and pay 100% of the premium for the basic vision plan for eligible employees and their eligible dependents. The key elements of the vision plan are identified in the Summary Plan Description, a copy of which is available in the District's Human Resources Department.

### 15.2 Vision Buy-Up

Provided that the District remains with VSP or with another vision insurance provider which offers such coverage, the VSP Base plus "Buy-Up" Plan will be offered to bargaining unit members. Participation in this plan is voluntary, but a bargaining unit member electing this option must pay the full additional cost of the "Buy-Up" Plan.

### 15.3 Safety Glasses

For employees in classifications performing tasks identified by the District as requiring the regular wearing of safety glasses, the District shall provide up to an additional \$100.00 every two (2) years, to be used for the purchase of one pair of prescription safety glasses. The two (2) year cycle for all employees begins January 1, 2022 and runs in two (2) year cycles thereafter. In order to qualify for this additional benefit, the employee must purchase the prescription safety glasses at a vendor identified by the District and must purchase District-approved prescription safety glasses.

### 15.4 Retiree Vision

A retiree can opt to elect Retiree Vision coverage (Vision Base Plan), only when the employee retires. The retiree may discontinue only during the annual open enrollment. A retiree who cancels Retiree Vision coverage entirely may not re-elect vision coverage in any future Open Enrollment period. A retiree who discontinues vision coverage for their eligible dependent(s) may not re-elect vision coverage for the discontinued dependent(s) in any future Open Enrollment period. Retirees must agree to have premiums automatically deducted from their monthly pension check. Eligible dependents must be an existing spouse and/or dependent at the time of the employee's retirement. Eligibility for coverage discontinues upon Medicare eligibility and, for dependent adult children, at age 26. The retiree is responsible for payment of 100% of the applicable vision premium. Retiree Vision coverage shall be provided so long as the District and participating Retirees satisfy the minimum qualifications and requirements of the available Vision plan.

## SECTION 16 - LIFE

### 16.1 Life Insurance

The District provides Life Insurance for eligible bargaining unit members. A summary plan description is available for review by employees. This document describes the life insurance benefit in full detail.

## SECTION 17 - LONG TERM DISABILITY

### 17.1 Disability

The District agrees to maintain and contribute one hundred percent (100%) of the current cost for long term disability insurance coverage for District employees. It is designed to provide employees who become totally disabled for any reason, with replacement of up to two-thirds (2/3) of monthly regular wages (less certain other deductible benefits and adjustments depending on age). The minimum benefit payable is one hundred dollars (\$100) per month; the maximum monthly benefit is eight thousand dollars (\$8,000) per month. There is a sixty (60) day waiting period before benefits begin. Benefits end when the employee is able to be rehabilitated.

Pregnancy, childbirth or a related medical condition which causes an employee to become unable to perform the essential duties of her job or to perform these duties without undue risk to herself or other persons, shall be treated like any other disability. California Fair Employment Practice Law provides up to four (4) months of leave, as needed, to any employee disabled by pregnancy, childbirth, or related medical conditions.

An employee terminated pursuant to Section 22.3f shall not lose any accrued sick leave benefits because of the termination. The District's long-term disability insurance policy requires that an employee use all of his/her sick leave before being eligible to receive maximum benefits. The District will endeavor to meet this requirement by making the effective date of any termination coincide with the date that accrued sick leave is exhausted.

## SECTION 18 - RETIREMENT PLAN

### 18.1 Retirement Plan

- a. The District shall continue to cover employees under the Retirement Plan for Employees and Elected Officers of Turlock Irrigation District ("Retirement Plan"). As provided in the Retirement Plan, different plan benefits and requirements apply to employees hired and who become participants before January 1, 2013 and to those hired and who become participants after January 1, 2013;
- b. For employees hired before January 1, 2013 and who become participants in the plan prior to January 1, 2013, subject to adjustment pursuant to this Subsection 18.1 and Subsection 18.2, the employees shall contribute five and one-quarter percent (5.25%) of gross base wages to the Retirement Plan; and
- c. The District shall be authorized to make amendments to the Retirement Plan necessary to maintain its tax qualified status, provided that the District shall not bear any increase in the costs for such amendments determined both on an employee by employee basis and on an aggregate basis and any increased costs in premiums or contributions or any other costs shall be borne by the employees by increasing the contributions by the employees to the Retirement Plan under this Subsection 18.1.

### 18.2 Increase of Costs During Term of Agreement

In no event shall the District bear any increase in the cost attributable to any future renewals of the Retirement Plan coverage or any future adjustments in premiums or contributions or any other costs for the Retirement Plan coverage hereunder determined both on an employee by employee basis and on an aggregate basis, and any increase costs shall be borne by the employees by increasing the contributions by the employees to the Retirement Plan.

### 18.3 Changes in Plan Will Be Discussed With Union

If the District receives notice of a change in law or in the retirement plan which would require an increase in plan cost in order to maintain the plans current status under the Internal Revenue Code, the District shall promptly notify the Union of any such change. Within fifteen (15) days of receipt of such notice, the parties shall meet to discuss possible changes to the MOU in lieu of an increased employee contribution.

### 18.4 Service Credit During Leave of Absence

No retirement service credit shall accrue during an unpaid leave of absence except when required by law.

### 18.5 Benefit Rates for Retiring Employees

The provisions of this subsection 18.5 apply only to employees hired before January 1, 2013 and who become participants in the plan prior to January 1, 2013:

- a. Effective January 1, 2000, the retirement formula shall be enhanced, to determine the highest twenty-four (24) consecutive months gross base wages (ignoring overtime pay, etc.).
- b. A "pop-up" feature will be added to the joint survivors annuity benefit, providing for the actuarially reduced pension benefit to "pop-up" to the full benefit amount, in the event a spouse predeceases a retiree.
- c. The cap on COLA increases to the retirement benefit shall be three and one-half percent (3.5%) per year.

## SECTION 19 - HIRING AND PROMOTION

### 19.1 General

It is the intent of the District that job openings other than entry level job openings shall be filled by promotion of qualified District employees. For all entry level job openings, the District shall be free to recruit both in-house and outside simultaneously.

### 19.2 Selection Process - Regular Employee - Non-entry Level Job Openings

#### a. Notice: Application Period

When a non-entry level job opening is to be filled, a notice of such opening, listing minimum qualifications shall be placed on all designated bulletin boards as listed below:

#### Designated Bulletin Boards

Main Office Lunch Room #203  
Broadway Yard Lunch Rooms #133 & #207  
Don Pedro Power Plant  
Don Pedro Recreation Agency Warehouse  
Power Control Center  
Water Distribution Field Office(s)  
Almond Power Plant  
Walnut Energy Center  
Ceres Local Office  
Patterson Local Office

#### b. Consideration of Regular Employee Applicants

To be considered under Section 19.2 Selection Process, the applicant must be a regular employee as defined in Section 22.1. The selection procedure for each job opening will be administered by the Human Resources Department. Selection procedures may include any or all of the following:

1. Application on forms specified by the District.
2. Determination if candidate meets minimum qualifications.
3. Performance testing (such as typing, machinery, vehicle operation, communicating).
4. Written testing - achievement or aptitude.
5. Interviews - conducted by an interview board.
6. Performance appraisals written by candidate's supervisor.
7. District and/or classification seniority.
8. Experience in field or related field in which applicant is applying.

#### c. Make up of Oral Interview Panel for Promotional Jobs

All job openings for classifications listed in Exhibit A shall be considered promotional job openings except for those job classifications listed as entry level jobs in Subsection 19.4. At any time an in-house employee applies for a promotional job opening under Subsection 19.2 the oral interview panel shall consist of at least one (1) member from outside the District.

d. Passing Tests/Interviews: Meeting Minimum Job Qualifications

Any person not scoring a passing score on each and every selection criteria used for a job opening for which a minimum passing score is required shall be disqualified for that job opening. Percentages required to obtain a passing score on each and every selection criteria used for a job opening shall be listed on job opening notices. Any employee who fails to pass all the steps in the selection process or who fails to meet the minimum qualifications for a job opening is not eligible to apply for the same job opening if and when it is opened to outside applicants.

e. Awarding of Position

Candidates who meet the minimum job qualifications and who successfully complete all phases of the selection procedure, will be recommended to the appointing authority. The appointing authority (Assistant General Manager or General Manager) may choose any one of the top three (3) applicants to fill the position.

If more than one (1) position is open in that classification, the selection is made from the top three (3) applicants. The second and subsequent selections are made from the top three (3) applicants existing after the preceding selection is made.

The top three (3) applicants are those applicants who have the highest average scores. Scores will be rounded to the nearest whole number. If two (2) or more applicants have the same average score, then the one having the greatest District seniority will be considered to have the higher score.

19.3 Selection Process - Outside Applicants - Non-entry Level Job Opening

a. The District will seek applications from outside applicants when any of the following occurs:

1. When no regular District employees apply for the job opening.
2. When no regular employees pass all tests and oral interviews and meet all minimum job qualifications for the job opening.
3. When all regular employees who were offered the job do not accept the job offer.

b. Who May Apply, Notice

Regular District employees are expected to apply under Section 19.2, Selection Process; however, all regular District employees who did not apply under the procedure set forth in Section 19.2 above may apply with the outside applicants for a job opening. A notice of the job opening shall be posted on all designated bulletin boards.

c. The same standards and criteria shall be used and considered in all tests and interviews under Section 19.2 and 19.3 except that the make-up of the oral interview panel members may change.

19.4 Selection Process - Entry Level Job Opening

a. The District shall seek applications concurrently from in-house and outside applicants for the following listed entry level job classification:

1. Apprentice Electrical Lineworker

- b. Notice of Entry Level Job Opening  
An entry level job opening notice shall be posted on all designated bulletin boards. All regular District employees may apply with outside applicants for an entry level job opening.
- c. Awarding of Entry Level Position  
An applicant who meets the minimum job qualifications, and who has passed all tests and oral interviews given, shall qualify to be considered as herein after provided. The Assistant General Manager will be sent a list of the qualifying applicants. The Assistant General Manager may choose any one of the qualifying applicants to fill the position.

19.5 Appointments, Promotions, Assignments, and Transfers of Relatives

- a. No employee related to a District officer or employee by blood within the third degree of relationship or by marriage within the second degree of relationship shall be appointed, promoted, assigned, or transferred where such has the potential for creating adverse impact on supervision, safety, security or morale, or involves potential conflicts of interest. Parents, children, grandparents, brothers, sisters, grandchildren, great grandparents, uncles, aunts, nephews, nieces, great grandchildren of an employee are persons who are related to that employee by blood within the third degree of relationship. A spouse, son-in-law, daughter-in-law, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, grandson-in law, granddaughter-in-law, stepchildren, step grandchildren, stepparents, step grandparents, stepbrothers, and stepsisters of an employee shall be considered persons who are related to that employee by marriage within the second degree of relationship.
- b. If two (2) District officers or employees become married or related by marriage within the second degree of relationship, where such has the potential for creating adverse impact on supervision, safety, security, morale, or involves potential conflicts of interest, then (unless the two (2) affected employees and the District agree otherwise) the following procedure shall apply:
  - 1. Either employee may apply for a vacancy in another job classification for which the employee is qualified.
  - 2. If after six (6) months from the date of marriage, no job vacancies exist or the affected employees are unsuccessful in applying for another job, the employee with the least District seniority shall be laid off; however, for a period of one (1) year from the date the employee is laid off, the employee shall be eligible to apply under Section 19.2 selection process for any job opening for which he/she is qualified.
  - 3. If any classification which the employee previously occupied and successfully completed a probationary period becomes available, the employee shall be reinstated to that position if he/she so desires, provided the employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days.



## 19.6 Line of Progression

Section 19.2 and 19.3 shall not apply to job openings within an established line of progression from Apprentice Electrical Lineworker to Electrical Lineworker, which apprentices will abide and follow the apprenticeship program.

## 19.7 Probation in a New Job Classification

a. Regular employees promoted to a new job classification shall be probationary in that new position for a period of twelve (12) months. If, during the probationary period, the regular employee is terminated from the new position, or released from probation by the supervisor, the following procedure shall take place:

1. The employee shall be returned to his/her immediate former position.
2. If the employee's former position has been filled, the employee with the least classification seniority will be bumped back to his/her immediate former position.

b. Employees affected by bumping can in turn exercise these bumping rights subject to the same limitations indicated above. This cycle will continue until the employee being bumped has no former position to return to.

c. Employees who have not completed their initial probationary period with the District have no bumping rights and their employment with the District will be terminated if their probationary position is filled by an employee with bumping rights.

d. Employees who have completed their probationary period (initial twelve months) in an apprenticeship program must still complete the program as outlined in section 19.6, and have no bumping rights.

## 19.8 Employee Evaluation

Employees shall be evaluated to determine their continued employment, whether they should be given a change from probationary to regular position, or if in a line of progression, or an apprenticeship category, a merit raise.

## 19.9 Standards of Evaluation

Each employee shall be evaluated on his/her job qualifications and ability, which may include, but not be limited to the following:

- a. Length of continuous service with the District.
- b. Skill, knowledge and ability in his/her present job and the amount of supervision required in it.
- c. Alertness, accuracy and general efficiency.
- d. Ability to carry out instructions and aptitude to initiate completed job.
- e. Ability to accept responsibility.
- f. Reliability and punctuality.
- g. Demonstrated attitude toward the District, supervisor, fellow employee and District customer.
- h. Ability to work and get along with others.
- i. Health and physical condition.

## 19.10 Hiring and Promotion

New employees shall be hired at the hiring rate in effect for the particular classification to which the appointment is made. The date of hire shall be the salary anniversary date. In the event that the department head cannot recommend advancement, the employee will remain on

the same salary step until advancement is earned, at which time a new anniversary date will be established. The department head will advise the employee as to the reason he/she is not advancing. If the employee submits a written request as to why he/she is not advancing, a written response will be given by the District.

#### 19.11 Transfers Within Job Classifications

When the same job classification exists in more than one (1) department, division or section of the District, employees of the same job classification may be transferred or assigned to different work areas in different departments, divisions or sections in the District. When a job opening becomes available where there are employees of the same classification in other departments, divisions or sections, the District will consider the desires of any employee to transfer to the new location. However, it is the District's sole decision to determine if an employee is so transferred.

When such a job opening occurs, a notice of such opening shall be placed on all designated bulletin boards listed in Section 19.2a for at least five (5) working days prior to the filling of said jobs.

#### 19.12 Availability List

As job openings are filled, the remaining qualified in house job applicants who were not selected to fill the job opening shall be placed on an availability list in their order of qualification as determined by the recruitment selection process, and shall be considered for any future job opening which may occur within the same job classification for a period of six (6) months. If a future job opening occurs within a six (6) month period in the same job classification, and there are at least two (2) qualified individuals on the availability list for that job classification, the appointing authority (Assistant General Manager or General Manager) shall award the position to any qualified individual from the availability list under the same provisions provided in 19.2e., without reposting a job opening notice on designated bulletin boards. If only one (1) qualified individual exists on an availability list, the appointing authority, at their discretion, may choose to either fill the job vacancy with the one qualified individual from the availability list, or open a recruitment to fill the job vacancy.

## SECTION 20 - WAGES

### 20.1 General

A list of job classifications and applicable wage rates for employees covered by this agreement are set forth in Exhibit B-1 through B-3, attached hereto, and made a part of the MOU. The wage rates reflect an increase of 15.0% effective January 1, 2022, consisting of a 3.0% wage increase and a 12.0% equity wage increase (Exhibit B-1), an increase of 4.0% effective January 1, 2023, consisting of a 3.0% wage increase and a 1.0% equity wage increase (Exhibit B-2), and an increase of 4.0% effective January 1, 2024, consisting of a 3.0% wage increase and a 1.0% equity wage increase (Exhibit B-3).

### 20.2 Paydays

Pay periods shall be from the 1st through the 15th day of the month inclusive, and the 16th through the last day of the month inclusive. Regular pay days shall be the 5th and 20th of the month unless the day falls on a Saturday, Sunday, or Holiday.

### 20.3 Temporary Upgrading to a Job Listed in the District's Classification Manual

An employee, temporarily assigned by District management to work in a classification of any District job higher than his/her regular classification, and who is subject to performing all of the duties and requirements of the higher classification, shall be paid for time worked in the higher classification at the rate of the higher classification which is at least 5% above his/her current rate, provided that the time worked is not less than two (2) hours during the day.

Employees in training with an employee of the higher classification will not be compensated at the higher rate of pay.

### 20.4 Temporary Upgrading to a Job Assignment not Listed in the District's Classification Manual

An employee temporarily assigned by District management to a job assignment not listed in the District's job classification manual and the work performed is above and beyond the knowledge, skills and ability of their current classification, shall receive 10% above his/her current rate for the time worked at that assignment, provided the time worked is no less than two (2) hours per day.

### 20.5 Temporary Upgrading: Effect on Holiday Pay

Employees shall be paid for holidays at the upgraded rate of pay, if he/she has been upgraded for forty (40) consecutive hours, or more prior to the holiday. If the employee has been temporarily upgraded for less than forty (40) consecutive hours, prior to the holiday, he/she shall be paid for the holiday at the rate of pay they were receiving in their regular position classification.

### 20.6 Temporary Upgrading: Effect on Vacation, Sick Leave, and Compensatory Time Off Pay

Employees on Temporary upgrades who utilize vacation, sick leave or compensatory time off while temporarily upgraded shall be compensated for vacation, sick leave and/or compensatory time off as follows:

If temporarily upgraded for three hundred sixty (360) or more consecutive hours prior to the utilization of vacation, sick leave, or compensatory time off, the employee shall be paid for the vacation, sick leave and/or compensatory time off at the upgraded rate of pay. If the employee has been temporarily upgraded for less than three hundred sixty (360) consecutive hours, prior to the utilization of vacation, sick leave, or compensatory time off, he/she shall be paid for the vacation, sick leave, or compensatory time off at the rate of pay they were receiving in their regular position classification.

20.7 Temporary Upgrade Pay When An Employee Is Called Back To Work In His/Her Regular Classification During An Emergency Situation

If a temporarily upgraded employee is called back to work in his/her regular classification during an emergency situation, the employee shall be paid at the overtime rate of pay he/she would have received in their regular classification.

## SECTION 21 - DISCIPLINE AND DISCHARGE

### 21.1 Introduction

Disciplinary action involving Local Union 1245 IBEW-represented employees will be handled in accordance with the Positive Discipline Program.

### 21.2 Fitness for Duty

All employees shall be fit to perform their duties in a safe and efficient manner. Accordingly, where there is reasonable cause or reasonable suspicion to believe that an employee is under the influence of any substance, he/she may be required to submit to a medical examination. If deemed appropriate by the doctor, this may include blood, urine and/or breathalyzer tests. Refusal to submit to these tests will be considered insubordination and may subject the employee to discipline, up to and including termination.

Managers and supervisors may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.

"Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced.

## SECTION 22 - SENIORITY

### 22.1 Definitions

- a. "District Seniority" shall mean the length of an employee's continuous service with the District.
- b. "Classification seniority" shall mean the length of service in one of the four classifications in the bargaining unit: Line Supervisor, Electrical Troubleshooter, Electrical Lineworker, Apprentice Electrical Lineworker.
- c. "Regular Employee" shall mean an employee who has successfully completed an initial probation period in a regular position.
- d. "Probationary Employee" shall mean an employee who is serving a probationary period for the classification in which he/she is currently employed.
- e. "Probationary Period" shall mean a working test period of twelve (12) consecutive months during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position.

### 22.2 Probation

During the initial twelve (12) consecutive months service in a regular position with the District an employee may be terminated by the District for any reason without recourse to the grievance procedure.

### 22.3 Termination

The continuous service and the seniority status of an employee shall be terminated upon the happenings of any of the following events:

- a. The voluntary quitting or retirement of the employee.
- b. Discharge of the employee.
- c. Failure of the employee to report for work within five (5) days after recall to work, or to notify the District within two (2) days after recall to work of his/her intention to report for work.
- d. Failure of the employee to report for work following the conclusion of an approved leave of absence.
- e. After the employee has been off the job for a period of six (6) months, on disability, the District will terminate the employee unless the employee can show that he/she will be able to return to job duties within a reasonable period of time. However, for a period of one (1) year after the effective date of termination the employee shall be eligible to apply under Section 19.2, Selection Process for any job opening for which he/she is qualified. An employee terminated by application of this section may be entitled to receive long term disability benefits as provided in section 17 of this MOU.
- f. Disability which cannot be 'reasonably accommodated' or which, if accommodated, would cause 'undue hardship' to the District. For purposes of this section, the terms reasonable accommodation and undue hardship shall have the same meanings as are given to those terms in the Americans With Disabilities Act or the California Fair Employment and Housing Act.
- g. The suspension or revocation of the employee's driver license where that driver license is a requirement of the employee's job function. The employee shall be suspended from their job for ninety (90) work days. If at the end of the ninety (90)

work day suspension the employee is unable to obtain the appropriate driver license the employee shall be terminated.

#### 22.4 Reduction in Force (Layoffs)

When it becomes necessary to reduce the District's work force, employees shall be "laid off" on the basis of their classification seniority.

If two (2) or more employees have equal classification seniority then the determining factor for layoff will be on the basis of their seniority within the affected department. If two (2) or more employees have equal classification seniority and department seniority then the determining factor for layoff will be on the basis of their District seniority.

##### a. Order of Layoff

When a reduction in force is necessary the order of layoff shall be as follows:

#### Per Classification Affected

<u>Sequence</u>	<u>Employee Category</u>
First	Original – Probationary Employees
Second	Regular Employees

##### b. Notice of Layoff

Before an employee is laid off, the employee and the Union shall be notified in writing of such contemplated layoff at least twenty (20) working days prior to the effective date of the layoff.

##### c. Employee Alternatives

Within five (5) working days from the receipt of the Notice of Layoff, the affected employee shall in writing elect one or more of the following alternatives:

1. Apply for an existing job vacancy, if any, in any District job classification for which the employee is qualified so long as the provisions of Subsection 19.4 are not violated.
2. Elect to exercise his/her bumping rights, if any, under Subsections 22.4d and 22.4e below:
3. Elect to be laid off.
4. Elect to retire from the District if eligible for retirement.

##### d. Bumping Rights - All Employees

When an employee is displaced from his/her regular job during a reduction in force, the employee shall be given the opportunity to replace other employees in equal or lower pay classifications in accordance with the following:

1. The employee has previously occupied and successfully completed the Probationary Period for the classification being bumped into.
2. The employee has more classification seniority than the employee being replaced. The employee with the least classification seniority in the affected classification shall be bumped first.
3. The employee has more department seniority than the employee being replaced.

4. The employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days.
5. The employee shall be placed at a step level within the salary range in the new job classification at which the District determines the employee is able to perform satisfactorily.

Employees affected by bumping can in turn exercise these bumping rights subject to the same limitations indicated above.

e. Bumping Rights - Employees with Ten (10) or more Years of District Seniority An employee who is notified by the District that he/she is to be laid off and who has more than ten (10) years District seniority, and who has been unsuccessful in applying Subsection 22.4d, Bumping Rights, shall have the right to replace other employees in an entry level job classification in accordance with the following:

1. The District shall determine which entry level job classification will be available to the employee. A list of entry level job classifications will be prepared at the time an employee is affected by Subsection 22.4e.
2. The employee must have more District wide seniority than the employee being replaced. The least senior employee in the affected classification shall be bumped first.
3. The employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days. Each employee shall be given two (2) chances to perform a bumped classification efficiently.
4. The employee shall be placed at a step level within the salary range in the new job classification, at which the District determines the employee is able to perform satisfactorily.

Employees affected by bumping can in turn exercise bumping rights subject to the same limitations indicated above.

f. Failure to Elect Alternative

If the affected employee (1) fails to indicate his/her election in writing within five (5) working days specified under Subsection 22.4c above or (2) is unable or declines to apply for or bump into another job and is unable or declines to elect retirement, then the employee shall be laid off on the effective date of the layoff specified in the Notice of Layoff:

g. Layoff While Pending Results of Job Application or Completion of Bumping Trial Period

The employee shall be laid off on the effective date of the layoff even though the employee has applied for an existing job vacancy in any District job classification for which the employee is qualified, but the selection process has not been completed through no fault of the employee. However, an employee who has exercised his/her bumping rights shall not be laid off until or unless he/she has unsuccessfully completed his/her trial period.



22.5 Recall from Layoff and Other Reemployment Rights

a. Recall from Layoff

Where there is a vacancy or an increase in the work force after a layoff, laid off employees shall be recalled to job vacancies in order of classification seniority as follows:

In any classification which the employee previously occupied and successfully completed a probationary period and which the employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days.

Each laid off employee's recall rights expire one (1) year after the effective date of the employee's layoff:

b. Other Reemployment Rights

For a period of one (1) year after the effective date of the layoff, the employee shall be eligible to apply under Section 19.2, Selection Process for any job opening for which he/she is qualified.

## SECTION 23 - GRIEVANCE PROCEDURE

### 23.1 Purpose

The purpose of this Grievance Procedure is to insure that all employees are treated equally and fairly, and to provide an equitable means of resolving disputes.

### 23.2 Definition of Grievance

A grievance is a disagreement between District management and an employee, Group of employees, or Union concerning the interpretation, application, or violation of a specific section(s) of this Memorandum of Understanding.

### 23.3 Right of Representation

During all stages of the Grievance Procedure, an employee may represent himself/herself or be represented by anyone of his/her choosing.

### 23.4 Grievances and Responses Must be in Writing

All grievances submitted shall be in writing and all responses shall be in writing.

### 23.5 Grievances Regarding Positive Discipline or Termination

The procedure for grievances regarding positive discipline or termination shall be as follows:

- a. For an oral reminder, the grievance must be presented to the employee's department manager in writing within twenty (20) work days from the date the incident occurred. The Department Manager will respond in writing within fourteen (14) work days. No further appeal or grievance steps will be affected.
- b. For a written reminder, the grievance must be presented to the employee's Assistant General Manager in writing within twenty (20) work days from the date the incident occurred. The Assistant General Manager will respond in writing within fourteen (14) work days. No further appeal or grievance steps will be affirmed.
- c. For a decision-making leave, the grievance must be presented to the employee's General Manager in writing within twenty (20) work days from the date the incident occurred. The General Manager will respond in writing within fourteen (14) work days. No further appeal or grievance steps will be afforded.
- d. For employment terminations, within fourteen (14) work days after receipt of the District's decision, the employee or the Union may submit to the General Manager a written request for advisory arbitration. Within five (5) work days from receipt of the said written request for advisory arbitration, the General Manager shall request the California State Mediation and Conciliation Service to mail the names and resumes of five (5) arbitrators to the General Manager and the employee. Upon receipt of said names, the General Manager and the employee or his representative shall alternatively eliminate from the list one (1) name at a time until only one (1) name remains. The order of striking arbitrator's names shall be determined by lot. The General Manager shall then contact the selected arbitrator in writing requesting a hearing. The arbitrator shall serve his written decision on the parties within sixty (60) work days after close of the hearing, unless the parties stipulate to a longer period. The fees and cost of the arbitrator and court reporter shall be borne fifty percent (50%) by the District and fifty percent (50%) by the employee or Union depending upon who requested arbitration. The arbitrator's decision shall be advisory and shall

be reviewed and considered along with a transcript of the hearing by the District's Board of Directors. The employee may request an appointment to address the Board regarding the grievance. However, no additional testimony or fact finding information will be allowed.

The Board of Directors shall notify the employee of its final decision within fourteen (14) work days after issuance of said advisory opinion. If not satisfied, the employee or the Union may thereafter file an appropriate action in federal and/or state court for a trial de novo regarding the underlying dispute.

**23.6 Grievance Procedures for Reasons not covered in 23.5**

The procedure for all grievances arising under this MOU not covered by paragraph 23.5 shall be as follows:

- a. The initial step in the adjustment of a grievance shall be presented to the employee's department manager within twenty (20) work days from the date the incident occurred or the date on which the employee became aware or had reason to become aware of such incident. The Department Manager has fourteen (14) work days in which to respond.
- b. The decision made in paragraph 23.6a will be deemed to be the final settlement of the grievance unless appealed in writing to the Assistant General Manager within fourteen (14) work days from the date the Department Manager's decision is rendered. The Assistant General Manager shall respond in writing within fourteen (14) work days.
- c. The decision made in paragraph 23.6b will be deemed to be the final settlement of the grievance unless appealed in writing by the employee within fourteen (14) work days from the date the Assistant General Manager's decision is rendered to the General Manager. The General Manager will respond in writing within fourteen (14) work days.
- d. The decision made in paragraph 23.6c will be deemed to be final unless appealed in writing by the employee to the District's Board of Directors within seven (7) work days, and they will answer in writing within thirty (30) work days. If not satisfied, the employee or the Union may thereafter file an appropriate action in federal or state court for a trial de novo regarding the underlying dispute.

## SECTION 24 - MEDICAL EXAMINATIONS

### 24.1 Medical Examination Requirement for Promotion

- a. Medical examinations will be required prior to an employee being promoted to a new job classification. The employee will be promoted if in the opinion of the licensed medical examiner he/she is medically capable of performing the duties assigned to the position.
- b. All medical examinations will be performed by a licensed physician and licensed laboratories (certified by the State of California for that test) designated by the District and the District will pay the cost of the medical examination and laboratory tests.
- c. Where a medical examination discloses a medical or psychological condition in the employee which creates rights and responsibilities arising under the Americans With Disabilities act and/or the California Fair Employment and Housing Act, the District, the Union and the employee agree to comply with the requirements of those laws in evaluating whether the promotion may be granted.

### 24.2 Accident and Special Medical Examination

- a. When there is reasonable suspicion that an employee is unable because of a possible medical condition or being under the influence of alcohol or a Controlled Substance to perform his/her job duties, the employee may be required by the District to undergo a medical examination. The medical examination may include substance testing and/or psychological testing. Any employee who is directly involved in an accident, including vehicular accidents, or who was involved in the sequence of events leading up to an accident, may be required to undergo a medical examination if the supervisor or manager has reasonable cause to believe that a medical condition or the use of alcohol or a Controlled Substance contributed to the cause of the accident.
- b. All medical examinations will be performed by a licensed physician and licensed laboratories (certified by the State of California for that test) designated by the District and the District will pay the cost of the medical examination and laboratory tests.
- c. Any employee who refuses to undergo the required examination or to take any required substance or psychological test shall be considered unfit to work. The employee may then be subject to discipline, up to and including dismissal from employment with the District.
- d. An employee shall be considered unfit to work if the employee tests positive for alcohol or a Controlled Substance, if it impairs job performance or creates a risk to the health and safety of the employee or others. Any employee who tests positive for alcohol or a Controlled Substance shall be scheduled by the Director of Human Resources or designee with an EAP counselor for a mandatory intake appointment. Failure of the employee to attend any EAP appointment may result in discipline.

If it is determined that an employee needs further assistance the employee must follow the assistance plan outlined by the EAP counselor. Failure of the employee to follow the assistance plan outlined by the EAP counselor may result in discipline.

- e. An employee who has a medical condition (including, but not limited to a physiological or psychological related condition) which, in the opinion of the licensed medical examiner, impairs the employee's job performance or creates a risk to the health and safety of the employee or others shall be relieved from duty without pay until the employee is cleared for duty by the licensed medical examiner.
- f. If the employee at the employee's own expense presents subsequent medical evidence acceptable to the Director of Human Resources or designee that shows that the employee meets the medical requirement for the employee's job classification with no limitations, the District and Union will designate another licensed medical examiner and that opinion shall be final.
- g. If the employee does not obtain a clear medical opinion within a reasonable time, not to exceed thirty (30) calendar days, after the date the employee first received the licensed medical examiner's adverse determination, then the employee may be subject to discipline, up to and including dismissal from employment. The District may dismiss from employment any employee who is unfit to work under this Section 24.2.

## SECTION 25 - SAFETY

### 25.1 Line Department Safety Committee

The Line Department Safety Committee is to meet on a monthly basis. The meeting date is to be determined by membership consensus.

The business of the Committee is to discuss and help coordinate the safety of all Line Department employees.

Teams designated by the Committee will perform inspections on Line Department job sites or workplace periodically.

The Committee is to receive, analyze and investigate safety concerns submitted by any Line Department employee. They will also investigate and analyze all injuries and accidents involving Line Department personnel.

The Committee will be composed of a bilateral body of three Union and three management representatives. Union representatives will be appointed by the Union.

## SECTION 26 - OUTSIDE EMPLOYMENT

### 26.1 Restrictions Regarding Outside Employment

A District employee shall not engage in any outside employment that is detrimental to or in conflict with his/her duties or service with the District. Employees shall be subject to appropriate departmental policies and procedures affecting outside employment. The General Manager and Assistant General Managers shall have the right to promulgate policies and procedures affecting his/her Administration's employees with regard to this policy.

The purpose of this section is to effectuate the policies set forth within California Government Code Sections 1125, 1126, 1127 and 1128.

## SECTION 27 - SPECIAL PROVISIONS

### 27.1 Equipment Availability

The District will make available to Apprentice Lineman at the start of the Apprenticeship a body belt, safety strap, bashlin hooks, pads, and straps for hooks during their probationary period (12 Months). At the completion of probation or termination, the employee shall return the equipment to the District.

### 27.2 Turlock Irrigation District Board Meeting Agenda

- a. Copies of the agendas of the meetings of the Turlock Irrigation District Board of Directors will be sent to the Union Business Representative prior to the meeting. Copies of the minutes of meetings of the Board of Directors will be sent when approved.
- b. Copies of those items which are public records pursuant to Section 54957.5 of the Government Code will be made available to the Union.
- c. The Union may request items be placed on the Board agenda which have a substantial effect on the Union. When such an item is scheduled for consideration by the Board of Directors, one representative from the Union, designated by the Union in writing, may attend that Board meeting for the purpose of addressing the above item being considered on the agenda.

### 27.3 Temporary Change of Headquarters

- a. If you are temporarily assigned a change of work headquarters, the District will assure that you have appropriate lodging, meals, travel time, and transportation or mileage reimbursement to enable you to maintain your expected level of performance and to minimize any disruption to your customary standard of living.

#### b. Out-of-Area

1. If you are temporarily assigned to a work headquarters at such a distance from your permanent headquarters that it is not practical for you to commute daily, you shall be entitled to expense allowances as follows:

##### a) Per Diem

Per diem is provided per IRS guidelines. The per diem rate covers all full days (midnight to midnight). Fifty percent (50%) of the rate will be paid for the first and last day, due to the reduced expenses.

##### b) Lodging

The District will designate your lodging and pay for its cost. If you choose to stay at another location, the District will pay the cost of that lodging up to the amount of the lodging originally selected by the District.

##### c) Travel Time

You will be paid travel time each way for the actual commute required at the appropriate overtime rate from the designated lodging to the job site, up to a maximum of one hour each way. Travel time at the appropriate rate will be paid to employees on the first and last day of the job. Each forty-five (45) miles will equal one (1) hour of travel.



d) Transportation

Transportation may be provided or arranged for by the District from the designated lodging to your temporary work headquarters. If a District vehicle is not provided, you will be authorized to use your own vehicle.

When you use your own vehicle, you will be paid actual travel time and mileage roundtrip.

2. You will not be eligible for any of the above expense allowances if you live closer to the temporary headquarters than you do to your permanent headquarters.

c. Local Area

1. If you are temporarily assigned to a work headquarters and the distance is such that you can commute daily from your home (within a thirty mile radius of your permanent headquarters), you will be paid actual travel time and mileage roundtrip.
2. If you live closer to the temporary headquarters than your permanent headquarters, you will not be paid travel time or mileage since you are already benefiting from the reduction in your normal commute.

27.4 Vehicle Mileage Allowance

The mileage allowance paid to employees who use their personal vehicle for official District business shall be set at the current Internal Revenue Service "standard mileage rate."

27.5 Tools and Equipment Language

Employees classified as Apprentice Electrical Lineworker, Electrical Lineworker, Line Supervisor, and Electrical Troubleshooter, are required to provide certain tools and equipment as outlined in Exhibit C.

27.6 Education Assistance for Bargaining Unit Employees

It is agreed between the District and Local Union 1245 IBEW that the District shall provide bargaining unit employees financial assistance in paying for the cost of tuition, textbooks and registration fees for occupationally related school courses under the following terms and conditions:

1. To receive educational assistance a bargaining unit employee must continue to work for the District on a full time basis while taking courses.
2. The District will contribute to the cost of tuition, textbooks and registration fees for occupationally related educational courses. However, education assistance is limited to fifteen hundred dollars (\$1,500) per year per eligible bargaining unit employee for classes that begin in that calendar year.
3. All courses must be taken at an accredited educational institution that is accredited by an accreditation agency that is recognized by the Council of Higher Education Accreditation or the United States Department of Education. To qualify for reimbursement, an employee must receive a grade of "C" or better, or "Pass" if taking a "Pass/Fail" course. No benefit will be payable unless these requirements are met.
4. To be eligible for educational assistance payments, a bargaining unit employee

must obtain prior approval from the General Manager. The General Manager, in his/her sole discretion shall determine the appropriateness of the request with regard to the relationship between the proposed education courses and the bargaining unit employee's occupation at the District. The General Manager's decision to approve or disapprove a request for educational assistance is final.

5. Educational assistance payments applicable to courses begun in a particular calendar year will be made following the successful completion of the course and receipt by Human Resources of an official record of grades for the courses. Employees shall submit the official record of grades to Human Resources as soon as possible after completion of the course but, in no case more than sixty (60) days following completion of the course, to be eligible for educational assistance payments. If an employee timely submits for educational assistance payments for courses begun in the prior calendar year in the next calendar year, it will be without prejudice to the employee's eligibility for educational assistance payments for qualifying courses begun in the new calendar year (i.e. just because an employee receives \$1,500 in January of Year X for a course begun the prior calendar year does not prejudice the employee's ability for an additional up to \$1,500 educational assistance payment in Year X for courses begun in Year X).

#### 27.7 Union Bulletin Board Space

The District will provide the Union with 24" X 30" of space for a bulletin board for Union business in each of the designated areas listed below. In addition, the District will provide the Union with the boards, paid for and mounted at the District's expense.

#### **Designated Bulletin Boards**

Broadway Yard Lunch Rooms #133 and #207

The Union shall use only designated Union bulletin boards for posting notices of Union business on District premises.

#### 27.8 Employee's Right To Respond To Negative Documents Included In Personnel File

- a. An employee shall be given a copy of any negative document before it is placed in the employee's personnel file (under the custody of the Human Resources Department). The employee shall have a right to respond to the negative document and have that response included in the employee's personnel file.
- b. Four (4) years after the date a negative document was included in an employee's personnel file, the employee may petition the General Manager to have the negative document removed; however, District performance reviews are not subject to removal even though they may contain negative or unfavorable information regarding the employee. In considering the petition, the General Manager shall consider, among other things, the nature of the negative information and its applicability to the job classification requirements of the employee's current job and the employee's job performance and disciplinary history since the negative document was included in the employee's personnel file. The purging of personnel files with regard to the positive discipline program will be in accordance with time limits set forth in the positive discipline policy.

27.9 Flexible Spending Account:

The District will continue to provide a flexible spending account plan in accordance with Federal laws.

27.10 On-Duty Accident Causing Death

In the event that a bargaining unit member is involved in an on-duty accident which causes his/her death, the District shall pay to his/her dependents the cost of COBRA medical insurance benefit coverage for eighteen (18) months immediately following the death.

27.11 Residency Requirement

For employees hired on or after January 1, 2015, within six (6) months of date of hire into an Local Union 1245 IBEW bargaining unit position, the employee must establish his or her home residency within 20 miles (motor vehicle driving miles) of the Broadway yard. This provision applies to the hiring of current TID employees from non-Local Union 1245 IBEW bargaining unit positions into Local Union 1245 IBEW bargaining unit positions, but does not include promotions from one classification in the Local Union 1245 IBEW bargaining unit to another classification in the Local Union 1245 IBEW bargaining unit.

27.12 Boot Reimbursement

Effective January 1, 2022, the District shall increase the safety boot reimbursement benefit from two hundred dollars (\$200) every two (2) years to three hundred dollars (\$300) every two (2) years for the period January 1, 2021 to December 31, 2022, which may be used for safety and/or climbing boots to be used for District work, and which boots must be approved by management and purchased in the applicable two (2) year period. Employees may also utilize this benefit for reimbursement of the cost of rebuilding approved safety and/or climbing work boots which cost was incurred in the applicable two (2) year period. The next two (2) year period shall be January 1, 2023 to December 31, 2024 and continuing thereafter. Employees must submit appropriate receipts to be eligible for reimbursement.

## SECTION 28 - DRIVER LICENSE REQUIREMENTS

### 28.1 Driver License Requirements: Promotion

Employees promoted to a job classification requiring a driver license other than what the employee presently possesses, will be required to obtain such license within ninety (90) working days after entering the Probationary Period of the promotional job classification. Failure to obtain such license will automatically terminate probation and the promotion, and the provision of Section 19.7 shall apply. The District shall pay certain expenses towards the cost of the employee obtaining the Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.
- b. Written Examination. The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will incur the cost of the written examination and will provide the time reasonably necessary for the written examination.
- c. Driving Examination. The driving examination will be administered by the District. The District will incur the cost of the driving examination and will provide the time reasonably necessary for the driving examination.

### 28.2 Driver License Requirements: Renewal with Good Driving Record

The District shall pay certain expenses towards the cost of the employee renewing a job required Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination. An employee may use his or her own personal physician to conduct such an examination, but in such cases the employee will be responsible for the payment of the cost of the physical exam.
- b. Written Examination. The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will pay the cost of the written examination and will provide the time reasonably necessary for the written examination.

### 28.3 Driver License Requirements: Renewal with Minor Violations not Totaling More Than Three (3) Points

The District shall pay certain expenses towards the cost of an employee with minor violations not totaling more than three points when renewing a job required Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.

- b. Written Examination. The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will pay \$25 towards the cost of the written examination and will provide the time reasonably necessary for the written examination.
- c. Driving Examination. The driving examination will be administered by the District. The District will incur the cost of the driving examination and will provide the time reasonably necessary for the driving examination.

#### 28.4 Driver License Requirements: Renewal with Major Violations Totaling More Than Three (3) Points

The District shall pay certain expenses towards the cost of an employee with major violations totaling more than three points when renewing a job required Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.
- b. Written and Driving Examinations. The written and driving examination will be administered by the California Department of Motor Vehicles (DMV). The District will pay \$25 towards the cost of the written and driving examinations and will provide a District vehicle for the driving examination. The District will provide the time reasonably necessary for the written examination. The employee shall use their own personal time necessary for the driving examination.

#### 28.5 Loss of Driving Privileges

If an employee's driving privileges are revoked or are in the process of being revoked, the employee must notify his/her supervisor immediately upon notification of license suspension or the probability of the suspension of driving privileges.

If an employee's driver license is suspended or revoked the employee is not qualified to perform the duties and functions of his/her job and shall be placed on a forced leave of absence without pay for a period of ninety (90) work days or until the employee has his/her driving privileges reinstated, whichever occurs sooner. If at the end of the ninety (90) work day forced leave of absence the employee is unable to obtain a driver license, the employee shall be terminated from their existing job classification.

#### 28.6 Use of Accrued Vacation or Compensatory Time Off during Forced Leave of Absence

An employee who is placed on a forced leave of absence under Subsection 28.5 above may use accrued vacation or compensatory time off during the ninety (90) work day forced leave of absence period.

#### 28.7 Medical Benefits Status During Forced Leave of Absence

An employee who is placed on a forced leave of absence under Subsection 28.5 above shall continue to receive medical, dental, vision, life and long term disability benefits during the ninety (90) work day forced leave of absence period and the employee shall continue to be required to make the same level of payments for purchase of those benefits as was required when the employee was actively working.

28.8 Request for Waiver of Balance of Forced Leave of Absence

An employee who is placed on a forced leave of absence under Subsection 28.5 above and who uses all of his/her accrued vacation and compensatory time may request a waiver of the balance of the forced leave of absence from the General Manager.

28.9 Inability to Maintain License/Endorsement Due to Medical Condition

If an employee is unable to maintain the license/endorsement as a result of a medical condition as certified by a physician, the District, the Union and the employee agree to comply with the requirements of the Americans with Disabilities act and/or the California Fair Employment and Housing Act.

## SECTION 29 - DEFINITION OF TERMS

### 29.1 Controlled Substance

Any controlled substance as defined by State or Federal law, see for example Schedules I through V of the Controlled Substances Act (21 USC 812) and further defined by Federal regulation and as may be updated and republished from time to time by the Federal Government. (Examples of the types of substances as defined by State or Federal law include: heroin, marijuana, LSD, opium, cocaine, methamphetamine, codeine, phenobarbital, and many barbiturates).

### 29.2 Y-Rate

The following applies when an employee in a job classification ("former classification") has been reclassified or demoted to a different job classification ("new classification") and the employee's pay in the former classification exceeds the top pay step in the new classification:

- a. The employee will work in the new classification but will be paid at the pay step the employee occupied immediately prior to the reclassification or demotion.
- b. The employee's former classification pay will be frozen (i.e., no cost-of-living or other adjustments) until the top pay step of the new classification equals or exceeds the employee's frozen pay ("cross-over"). When the cross-over occurs, the employee will be placed at the top pay step of the new classification.

## SECTION 30 - CONTINUATION OF OTHER TERMS AND CONDITIONS - ENTIRE AGREEMENT

This MOU sets forth the entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that all benefits and working conditions provided by this MOU shall remain unchanged during the term of this MOU, unless expressly modified by mutual agreement through the meet and confer process.

With regard to terms and conditions of employment not expressly covered by this MOU, the parties recognize that during the term of this MOU it may be necessary or desirable for the District to make changes on matters within the scope of representation. If and when the District finds it necessary to make such changes, it will notify the Union at least 30 days prior to the proposed implementation. At the request of the Union, the parties shall meet and confer in a good faith effort to reach agreement over such matters that fall within the scope of representation.

If the parties are unable to reach agreement, the impasse shall be resolved through the use of advisory MED (iation)-ARB (itration). The arbitrator's decision shall be advisory and shall be reviewed and considered by the District's Board of Directors. The Board of Directors shall notify the Union of its final decision within fourteen (14) working days. The same procedure for the selection, fees, and costs of the arbitrator and court reporter as defined in Subsection 23.5 shall be utilized.

### 30.1 Term of Agreement


Except as provided herein, the provisions of this MOU shall become effective January 1, 2022. This MOU shall remain in full force and effect until December 31, 2024, and continuing thereafter until superseded.





TURLOCK IRRIGATION DISTRICT

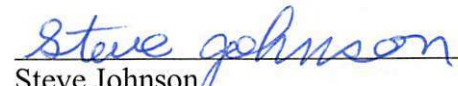
  
Michelle Reimers,  
General Manager

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL UNION 1245


  
Robert Dean,  
Business Manager

  
Sheila Lawton,  
Business Representative

  
Nathan Borelli,  
Committee Member

  
Steve Johnson,  
Committee Member

  
Dustin Krieger,  
Committee Member

  
Cody Sanders,  
Committee Member

**5/27/2022**  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

## EXHIBIT A

Line Supervisor  
Electrical Troubleshooter  
Electrical Lineworker  
Apprentice Electrical Lineworker

TURLOCK IRRIGATION DISTRICT  
EXHIBIT B-1  
EFFECTIVE 01-01-22

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS
Apprentice Electrical Lineworker	\$41.83	\$43.92	\$46.12	\$48.42	\$50.83	\$53.37	\$56.05
Apprentice Electrical Lineworker (Rubber Glove Certified)					\$53.95*	\$56.61*	\$59.48*
Electrical Lineworker	\$61.85						
Electrical Lineworker (Rubber Glove Certified)	\$65.61*						
Electrical Troubleshooter	\$68.55*						
Line Supervisor	\$72.78*						

\* Rubber Glove Certification Premium included in the base rate

TURLOCK IRRIGATION DISTRICT  
EXHIBIT B-2  
EFFECTIVE 01-01-23

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS
Apprentice Electrical Lineworker	\$43.50	\$45.68	\$47.96	\$50.36	\$52.86	\$55.50	\$58.29
Apprentice Electrical Lineworker (Rubber Glove Certified)					\$56.11*	\$58.87*	\$61.86*
Electrical Lineworker	\$64.32						
Electrical Lineworker (Rubber Glove Certified)	\$68.23*						
Electrical Troubleshooter	\$71.29*						
Line Supervisor	\$75.69*						

\* Rubber Glove Certification Premium included in the base rate

TURLOCK IRRIGATION DISTRICT  
EXHIBIT B-3  
EFFECTIVE 01-01-24

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS
Apprentice Electrical Lineworker	\$45.24	\$47.51	\$49.88	\$52.37	\$54.97	\$57.72	\$60.62
Apprentice Electrical Lineworker (Rubber Glove Certified)					\$58.35*	\$61.22*	\$64.33*
Electrical Lineworker	\$66.89						
Electrical Lineworker (Rubber Glove Certified)	\$70.96*						
Electrical Troubleshooter	\$74.14*						
Line Supervisor	\$78.72*						

\* Rubber Glove Certification Premium included in the base rate

**EXHIBIT C**  
**TOOL AND EQUIPMENT LIST**  
**FOR**  
**APPRENTICE ELECTRICAL LINEWORKER**  
**ELECTRICAL LINEWORKER**  
**LINE SUPERVISOR**  
**ELECTRICAL TROUBLESHOOTER**

TOOL NAME	MAKE	CATALOG NUMBER
Bag - Leather	Klein	5146
Boots - Lineman 16 in	Westcoast	9716
Gloves - Leather	Simmons	127GTS
Hammer - Claw - 16 oz	Klein	808-16
Knife - Folding	Klein	1550-4
Pliers - Channel Lock - 10 in	Chan-Nel-Lock	430G
Pliers - Lineman - 9 in	Armstrong	67-057
Pouch - Electricians	Klein	5168
Ruler - Wood Folding	Klein	901-6
Screw Driver - 12 in	Klein	600-12
Wrench - Adjustable - 8 in	Klein	D500-8
Wrench - Adjustable - 12 in	Klein	D500-12

## EXHIBIT D

### VEHICLE OPERATOR LICENSE REQUIREMENTS BY CLASSIFICATION

CLASSIFICATION	LICENSE TYPE	<u>CERTIFICATE TYPE</u>			
		AIR BRAKES	TANKER	HAZARD	MANUAL TRANS
Apprentice Electrical Lineworker	A	X			
Electrical Lineworker	A	X			
Electrical Troubleshooter*	A	X			
Line Supervisor*	A	X			

\* Note: Employees first hired or promoted into the classifications of Electrical Troubleshooter and Line Supervisor as of January 1, 2004 must hold a driver's license type A with an Air Brakes Endorsement as a condition of placement into the position, unless they are unable to maintain the license/endorsement as a result of a medical condition as certified by a physician. Employees in the classifications of Electrical Troubleshooter and Line Supervisor as of December 31, 2003, are not required to obtain a Class A license and an Air Brakes Endorsement, except as follows: Employees in the classifications of Electrical Troubleshooter and Line Supervisor as of December 31, 2003 who at that time possessed a Class A license and an Air Brakes Endorsement must maintain that license and endorsement for the duration of their employment in a classification covered by this Memorandum, unless they are unable to maintain the license/endorsement as a result of a medical condition as certified by a physician.

## EXHIBIT E

### CATASTROPHIC LEAVE PROGRAM

#### Intent:

The Catastrophic Leave Program (CLP) is designed to assist full time, regular employees (including bargaining as well as non-bargaining) who have exhausted all paid leave due to a serious or catastrophic illness, injury of the employee, or because the employee has been providing necessary care to a member of his/her immediate family who has a serious catastrophic illness or injury. The CLP allows other District employees voluntarily to donate vacation or compensatory time off (CTO) to an employee who meets the eligibility requirements so the recipient will be able to remain on paid status for a longer period of time, or until the employee qualifies for long term disability.

#### Eligibility:

An employee in a full time, regular position may be eligible to participate in the CLP. An eligible employee must have a verifiable serious or catastrophic illness or injury, or have a member of his/her immediate family with a verifiable serious or catastrophic illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all vacation, sick leave, and CTO.

#### Guidelines:

1. The maximum number of donated hours an employee may receive in any calendar year is 528 hours or until the employee qualifies for long term disability, whichever occurs first.
2. Subject to number three (3) below, there is no limit on the number of vacation or CTO hours which may be donated.
3. A donating employee must have a minimum balance of forty (40) hours of vacation or CTO after making any donation.
4. Made and donated hours are used on an hour-for-hour basis regardless of the hourly rate of the donor or the recipient.
5. Donations are converted to sick leave, credited to the recipient, and paid when used at the recipient's normal hourly rate of pay.



6. Donated hours will be credited to the employee's sick leave bank from the donors' vacation or CTO bank on an as-needed basis and on a pro-rated basis, based on the contributions of the donor(s). Unused donations will not be credited to the employee's sick leave bank and will be returned to the donor(s). If the employee is later credited back their sick leave for the time he/she used donated catastrophic leave, the hours which are credited back will be credited to the donor(s) and not to the employee on pro-rated basis.
7. All donations will remain confidential, except as required for administration of the program.
8. In any calendar year no further donations will be accepted after the recipient has received the maximum allowable under number one (1) above.

Procedure:

1. An employee who has exhausted, or soon will exhaust, sick leave, vacation and CTO, or the employee's representative, must request the employee's participation in the CLP on an application form and supply written verification of the illness or injury from the physician. The completed form will be given to the Human Resources Department.
2. The Human Resources Department will then notify employees District wide of the request.
3. The minimum initial donation will be four (4) hours. Any donation beyond four (4) hours will be in increments of whole hours.