

WEST BAY

SANITARY DISTRICT

Serving Our Community Since 1902

**Memorandum of
Understanding**

**Between
West Bay Sanitary District
And The
Sanitary Truck Drivers and
Helpers
International Brotherhood of
Teamsters, Local 350**

July 1, 2019

To

June 30, 2024

Dated July 17, 2019

Memorandum of Understanding

Between

West Bay Sanitary District

And The

**Sanitary Truck Drivers and Helpers
International Brotherhood of Teamsters, Local 350**

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Section 1.0 - Parties. The Parties to this Memorandum of Understanding (hereinafter “MOU”) are the West Bay Sanitary District (hereinafter “District”) and the Sanitary Truck Drivers and Helpers, International Brotherhood of Teamsters, Local 350 (hereinafter “Union”). The parties agree as follows:

Section 2.0 – Definitions.

The following terms shall be defined as follows:

- A. Business Day. Monday through Friday, excluding the dates on which the District observes designated District holidays.
- B. Demotion: The selection of an employee by the District for and the employee’s placement in a position allocated to a lower classification.
- C. District Manager: The chief administrative officer of the District.
- D. Full-Time Employee: An employee regularly scheduled to work forty (40) straight-time hours per week.
- E. Higher Classification: A classification assigned a base wage range with a higher maximum base wage rate.
- F. Lateral Classification: A classification with the same maximum base wage rate.
- G. Lower Classification: A classification assigned a base wage range with a lower maximum base wage rate.
- H. Promotion: The selection of an employee by the District for and the employee’s placement in a position allocated to a higher classification.

Section 3.0 - Recognition. The District recognizes Local 350 as the exclusive representative of employees in the classifications set forth in Appendix A to this M.O.U.

Section 4.0 - Mutual Security.

Dues Deduction:

Payroll deductions for membership dues shall be granted by the District to the Union. The following procedures shall be observed in the withholding of employee earnings.

- (a) Payroll deductions shall be for a uniform specified amount for all Union members and shall not include fines. The Union may change the fixed uniform dollar amount by giving the District thirty (30) days’ notice of any such change. Dues deductions shall be made upon notice to the District from the Union of an employee’s desire for dues deduction.
- (b) Authorization, cancellation or modification of payroll deduction shall be made upon written request and confirmation in writing from the Union. The District shall direct unit members to the Union if they so request to cancel or change dues deductions. Dues deductions may be revoked only by certification from

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the Union pursuant to the terms of the unit member's written authorization. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until written notice to cancel or modify the deduction is received by the District from the Union. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such unit members are assigned.

4.1 AB 119 Compliance. This subparagraph 4.1 documents the policies and procedures agreed upon by the parties to comply with AB 119 regarding Union access to new employees during orientation and sharing of employee information with the Union. This subparagraph applies only to employees identified by classification within the MOU Appendix A.

- A. Notification & Access. District will notify the union, in writing, via fax, no less than 10 days in advance of any new employee orientation (same as first day of work at District). Email notification may also be made but will not substitute notification by fax. The 10-day advance notice for new employee orientation may be shortened only when there is an urgent need critical to the employer's operations that was not reasonably foreseeable, i.e.: emergency scenarios; in which case the District will be obliged to provide as much advance notice as practicable and must provide the Union the rationale for the exception in writing.
- B. During the 10-day notice period, the Union representative (typically the Shop Steward) will schedule, through the District's Human Resources representative, a day and time to meet with the new employee at the District Office whether during new employee orientation or shortly thereafter. It is anticipated that this meeting would require approximately 1 hour, and would be scheduled following the District Human Resources representative providing the new employee(s) with information on benefits and District policies. Management representatives will excuse themselves during the Union portion of the orientation.
- C. The Union will be responsible for providing a copy of the current MOU and any Union information to the new employee including a Union membership application.
- D. Employee Data. Pursuant to AB 119, the District will provide the Union, by email, an excel spreadsheet including the name, job title, department, work location, work phone number, home phone number, and home address of any newly hired employee within 30 days of the date of hire. The District will also provide cellular phone numbers and personal email address if on file with District. The District will provide the same information to the Union in the same format, outlined above in Employee Data section A, regarding all employees within the classifications covered by the MOU, every 120 days, which will be established as every February, June, and October. Any contact information updates provided to the District, since the last Employee Data sheet was sent, will be reflected in the next scheduled update.

The District will remain neutral in all communications to unit employees about whether to join or support Union and will not discourage or deter Union membership or support pursuant to Government Code Section 3506.5. (d).

4.2 Defense and Indemnification. The Union agrees to indemnify and hold harmless the District, its Directors, officials, employees, officers, volunteers, and agents from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs of defense in actions against the District, its Directors, officials, employees, agents, volunteers and/or officers, arising from any acts or omissions in any way related to this Section 4 "Mutual Security".

4.3 No Strike or Other Concerted Activity. During the term of this MOU the Union agrees that neither it nor any employee will engage in, authorize, or condone any picketing, primary or sympathy strike, slowdown, sick-out, or other failure, in whole or in part, to fully perform the duties normally performed by bargaining unit members.

Section 5.0 - Union Representatives

5.1 Designation of Representatives and Notice. The Union shall designate one employee as the Chief Steward and one employee as an alternate steward to function in the absence from work of the Chief Steward. The Union shall notify the District's District Manager (or his or her designee) in writing of the name(s) of the stewards and of all individuals not employed by the District authorized to represent employees on matters within the scope of representation. Such notice shall be delivered within ten business (10) days following the ratification of this MOU, and thereafter prior to the effective date of any change in representation.

5.2 Access. The District will grant an authorized non-employee Union representative reasonable access to District premises to administer this MOU or to participate in the meet and confer process. The Union must notify the District at least one (1) business day in advance of the representative's visit. The Union representative shall check in with the District's District Manager (or his or her designee) when the Union representative arrives at District premises.

5.3 Release Time. The District will grant the Chief Steward (or the alternate steward) reasonable release from duty during normal work hours without loss of pay to administer this M.O.U. However, preparation for or participation in grievance arbitration or other administrative or civil litigation against the District, its agents, officers, employees, or contractors, shall be on the employee's own time. However, the District Manager (or his or her designee) may authorize unpaid leave for such activities, at his or her discretion. The District will grant up to two (2) employees release from work without loss of pay during normal work hours to participate in the negotiation of the successor to this MOU.

5.4 Bulletin Boards. The District shall make space available (approximately 3'x 4') for a Local 350 bulletin board at the District's premises for the purpose of posting of notices related to official Union business.

Section 6 - Management Right To Act Unilaterally

6.1 Rights Retained and Acquired. The District hereby retains and acquires all rights not expressly removed or withheld from its unilateral authority by the written terms of this MOU, including but not limited to:

- A. The right to hire, promote, transfer or demote, including but not limited to, the right to determine the criteria and procedures by which such actions are carried out and to make and implement the selection decision;
- B. The right to suspend with or without pay, reduce in hours, lay off or otherwise terminate employees;
- B. The right to determine the methods, means, schedules of work and rest, equipment, technology, and personnel by which District work will be carried out and to assign and reassign work;

- C. The right to contract out or subcontract work or transfer work to non-bargaining unit personnel or from non-bargaining unit personnel to bargaining unit personnel, subject to the limitations set forth in section 18.5, Contracting Out, of this MOU;
- D. The right to organize and reorganize duties, create and revise job classifications from time to time;
- E. The right to establish reasonable work rules, attendance standards, and performance expectations;
- F. The right to establish and revise, from time to time, pay dates, time keeping practices, safety policies, substance abuse policies and testing procedures;
- G. The right to regulate to undertake or refrain from any action, except as expressly provided otherwise herein.

Except as expressly provided otherwise in this MOU, the District's exercise of its rights provided in this MOU are not subject to the Grievance Procedure as discussed in Section 12.0 nor are they subject to any duty to bargain over decision or impact except during the period of successor MOU negotiations described in section 21 below.

Section 7 – Wages

7.1 Base Wage Rates.

- A. The base wage rates and ranges of employees and classifications covered by this MOU are set forth in Appendixes A and B of this MOU. Appendix A reflects an increase in base wage rates of four (4) percent of June 30, 2019 base wage rates effective July 1, 2019. Appendix B further increases base wage rates as follows:
 - 1. An increase in base wage rates of four percent (4%) of June 30, 2020 base wage rates, effective July 1, 2020;
 - 2. An increase in base wage rates of four percent (4%) of June 30, 2021 base wage rates, effective July 1, 2021;
 - 3. An increase in base wage rates of four percent (4%) of June 30, 2022 base wage rates, effective July 1, 2022;
 - 4. An increase in base wage rates of four percent (4%) of June 30, 2023 base wage rates, effective July 1, 2023.
- B. For employees hired after August 22, 2012, step increases from the bottom to the top of the salary ranges shall equal two and one-half percent (2.5%). The District may start a new hire at any step of the applicable range up to the fourth step. The District may hire an employee at a higher starting step if deemed appropriate by the District Manager. After a new hire's completion of six months active employment and thereafter for each employee on the employee's anniversary date of active employment thereafter, the District Manager may grant the employee a one-step increase until the employee's rate is at the top of the applicable range. Eligibility for such increase shall be

subject to a satisfactory or better performance rating by the employee's non-unit supervisor or the District Manager. The employee's anniversary date shall be delayed by the duration of any unpaid leave of absence granted under section 9.6 below or any period of layoff, in either case exceeding thirty (30) days.

- C. Effective July 1, 2019 the District will implement the Alternative Staffing Program described in Appendix C that would supplement the step increase program described in Section 7.1.B and displayed in Appendix A and Appendix B. In addition, the District will meet and confer with the Union within sixty (60) days of the adoption of this MOU by the Board of Directors to develop an Alternative Staffing Program for those employees hired after July 1, 2012 in the following classifications (using the Maintenance Worker Alternate Staffing Program as the model):

Source Control Inspector

Field Supervisor

Rehab Technician

Pump Station Maintenance Mechanic

Pipeline Inspection Technician

- D. The District may, at its discretion, grant an annual performance merit payment to all members of the bargaining unit, based on attainment of specified team performance levels. Any such payment, if granted, will be paid as an equal dollar amount to all bargaining unit members, except that it shall be pro-rated for employees hired during the year in which the performance level was attained. It will also be prorated for employees who took an unpaid leave of absence during that year. The District will determine, from time to time, the funds available, if any, for such performance merit payments and the criteria and performance levels required to qualify for such payments.

7.2 Overtime. An employee who works in excess of eight (8) hours in an eight (8) hour work day or forty (40) hours in his or her regular workweek shall be paid one and one-half times his or her regular rate of pay for such excess hours. However, in lieu of time and one-half, an employee shall be paid at twice his or her regular rate of pay for hours he or she works:

A. In excess of twelve (12) hours in a work day; or

B. On the employee's second regularly scheduled day off if the employee worked such overtime as was offered, if any, on his or her first regularly scheduled day off;

For purposes of this section, time worked shall include time on paid holiday, vacation and paid sick leave. All overtime must be authorized in advance by the District Manager or his or her designee.

7.3 Call back and Stand-by.

- A. **Call-back.** Employees called back to work will be entitled to overtime compensation as for such call-back time (excluding time spent going to and from work) as provided in subsection 7.2 above (i.e. if the call-back time causes the employee more than 8 hours of work in any work day or forty (40) hours in a week.) If the work does not cause the employee to exceed eight (8) hours of work in the day, it shall be compensated at straight time. Employees called back to work for emergency services will be entitled to minimum of two (2) hours of pay for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time will commence when the employee receives the call. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered a new call-back and the minimum two (2) hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered part of the second two (2) hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on the employee's scheduled day off or an observed District holiday, the deferred service will be considered a normal call-back and the two (2) hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, he or she may receive compensatory time off as compensation for call-back time in accordance with subsection 7.4 below.

- B. **Stand-by.** The District may assign an employee(s) to stand-by duty based on operational needs. The District will maintain a stand-by sign up list for those employees who desire stand-by duty. An employee may by written notice to the District Manager remove his or her name from the list effective on the first of the calendar month at least thirty (30) following such notice. The District will assign employees to stand-by duty from the list on a rotating basis, with assignments to normally last a week unless the District's operational need is for a lesser period. When an employee assigned stand-by is absent, the next employee on the list will be assigned to the stand-by. With prior approval of the supervisor, employees may trade specified days of standby assignment. An employee assigned to stand-by who is called in to work shall be paid call-back pay as provided in subsection A above. In addition, an employee who is on assigned stand-by shall be paid fifty dollars (\$50) per day for a weekday. The weekend/holiday standby pay is Sixty -five dollars (\$65) per day. The District will assign a District vehicle to an employee during the period of the employee's stand-by assignment for use in responding to District service calls while on stand-by. The use of such vehicle is subject to the rules pursuant to the District Personnel Policy section 15.B.A: "District Vehicle Use."

7.4 Compensatory Time Off. An employee may, at his or her option, receive compensatory time off as compensation for overtime worked in lieu of overtime pay under subsection 7.2 above. Compensatory time off will be credited at the rate of one and one-half hour off for each hour that would be otherwise be paid as overtime under subsection 7.2 or 7.3 above. This also includes call back minimums that are payable but may not be worked in entirety, in accordance with subsection 7.3 above.

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested, before the overtime is worked. No employee may accrue more than eighty (80) hours of compensatory time off. An employee must obtain supervisory approval before using compensatory time off.

7.5 Work in a Higher Classification. An employee assigned by the District in writing to work in a budgeted position in a higher classification who works in that position for more than ten (10) business days within a period of sixty (60) consecutive days ("10/60" threshold) will receive no compensation for

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such higher classification work beyond that he or she would be paid for performing his or her normal duties. However, after meeting the “10/60” threshold, he or she shall thereafter be paid for each further hour worked in that higher classification a premium equal to five percent (5%) of his or her base hourly rate of pay.

For purposes of the “10/60” qualification threshold in this subsection 7.5, a “day” will include any day on which the employee works four (4) or more hours in the higher classification. The ten day (“10/60”) qualification threshold will apply and must be separately satisfied for each higher class

in which the employee works before he or she will be eligible for work in a higher classification pay in that higher classification.

7.6 Certification Premium. The District will pay professional achievement incentive premium for CWEA certification as follows:

<u>Certification Level</u>	<u>Premium/Hour</u>	<u>Total/Hour</u>
Grade 1	None	None
Grade 2	25¢ per hour	25¢
Grade 3	30¢ per hour	55¢
Grade 4	30¢ per hour	85¢

The certifications that will be eligible for certification pay must be relevant to the District’s operations and will be within the discretion of, and determined by, the District Manager. To maintain eligibility for this premium, employees must furnish the District with documentation evidencing current certification[s] annually. For employees hired on or after July 1, 2012 attainment of Grade 1 certification within two years of the employee’s hire date is a condition of continued employment.

7.7 Training.

A. The District will make good faith efforts to periodically provide applicable training to or secure training for all employees who are assigned to perform duties involving specialized knowledge in one or more of the following subject areas:

- Traffic control safety
- Confined space safety
- Locating and tracing
- Respirator/breathing apparatus
- Shoring and trenching
- Backhoe/excavator training
- Collection system maintenance functions that lead to CWEA collection maintenance system certification

B. To the extent not covered by District medical insurance, the District will pay for all physical examinations required by the District as a condition of an employee performing the assigned duties of his or her position. The District shall also pay once per license cycle for commercial driver test and license

Section 8 - Insurance

8.1 Flexible Spending Plan, Medical, Dental and Vision Insurance Premiums.

- A. Medical insurance coverage is provided to eligible employees through the Public Employees' Retirement System ("PERS") pursuant to the Public Employee Medical and Hospital Care Act ("PEMHCA"). Eligibility for PERS' medical coverage begins for all eligible employees on the first of the month following date of hire. Eligible employees may select from the plans offered to District employees from time to time by PERS. Dental and vision coverage is also provided to eligible employees through a private carrier. Employee eligibility shall be determined by the insurance carriers and CalPERS under the applicable terms of the various policies and applicable rules and regulations.
- B. The District will contribute the first one hundred thirty-six dollars (\$136) per month toward active employee medical, dental and vision insurance coverage and shall periodically increase that amount to reflect the minimum contribution required by law. The below stated IRC section 125 employer contributions shall be reduced by the amount of, and at the same time as, any such legally required increase in minimum contribution.

The District will continue to offer an IRC Section 125 "cafeteria" plan to its eligible employees to assist eligible employees in defraying the cost of medical, dental, and vision insurance premiums. The District will pay the following monthly amounts into the eligible employee's cafeteria plan account, based on the level of the employee's medical plan enrollment, with which the employee may pay for medical, dental, and vision insurance premiums:

<u>Enrollment Level</u>	<u>Effective 1/1/19</u>
Not enrolled	\$200
Employee Only	\$1100
Two Party	\$2200
Three or more	\$2600

The contribution amounts effective January 1, 2019 will be increased by seven percent (7.0%) on January 1 of each year of this Memorandum of Understanding.

- C. All money contributed into the employee's cafeteria plan account and used for insurance premiums shall be treated as pre-tax dollars, subject to the requirements and limitations of applicable state and federal law. If an employee does not elect to use the entire allotment for medical, dental, and vision premiums, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premium for medical, dental, and vision insurance coverage exceeds the monthly flexible benefit plan payment, the excess will be deducted from the employee's paycheck on the second pay period of each month.
- D. The District will continue to offer a method for members of the bargaining unit to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will generally be \$2,500 per calendar year, subject to applicable state and federal law.

8.2 Long Term Care. Long term (nursing home and assisted living) care plans may be offered to eligible employees through CalPERS. Premiums are the responsibility of the participating employee and may be paid through payroll deductions.

8.3 Long Term Disability Insurance. Long-term disability insurance is available to eligible employees through Principal Insurance Co. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$7,000. Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the net amount the employee was earning when the disability started. The District pays the premium for the employee; the total amount is reported as income on the employee's W-2 form.

8.4 Short Term Disability Insurance. Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty (30) days is eligible to receive full base salary from the thirty-first (31st) day of disability to the ninetieth (90th) day of disability. Long-term disability becomes effective on the ninety-first (91st) day of disability.

8.5 Life and Accidental Death and Dismemberment Insurance. The District pays for premiums on life and accidental death and dismemberment policies. Full-time employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee's annual base salary rounded to the nearest thousand, subject to a maximum of \$160,000.

8.6 PERS Retirement Plan.

A. Pension Formula.

1. For employees hired before July 1, 2012, the District will continue to contract with the California Public Employee Retirement System (CalPERS) to provide such employees with benefits under the "2.5% at age 55" pension formula. The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 until a new pension formula is implemented for new hires as set forth in paragraph 2 immediately below.
2. For purposes of the pension formula set forth in Sub-paragraph 8.6.A.1, final compensation will be determined as provided under Government Code §20037 (average of three highest consecutive years).
3. The Parties acknowledge that effective January 1, 2013 the District implemented the Public Employee Pension Reform Act of 2013 (hereinafter "PEPRA"), prescribing the pension benefits of certain employees. Employees subject to the PEPRA are not covered by the terms of subsection 8.6.A.1 through 8.6.A.3 above. The PEPRA will continue to apply to District employees to the extent and in the manner required by law.

B. Pension Contributions.

1. Employees not covered by PEPRA will make the eight percent (8%) employee contribution toward CalPERS. Employees subject to PEPRA will continue to pay half of normal cost as provided by PEPRA. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. The District will maintain an Internal Revenue Code Section 414(h) plan to permit the employee contributions to be made

2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.
3. PERS Survivor Benefit. The District contracts with the Public Employee Retirement System to provide Level IV Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee.

8.7 Medicare. All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District will deduct the required contribution from each employee's pay check.

8.8 Deferred Compensation. The District will offer a deferred compensation plan to its employees. Employees may elect to participate in either of two plans, ICMA or Washington Mutual. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year. The District does not contribute to the deferred compensation plans.

8.9 Vision insurance. The District has procured a vision insurance plan for bargaining unit members. Premiums shall be paid by the employee as provided in section 8.1 above.

Section 9 - Leaves of Absence.

9.1 Absence Request Form. Employees must fully complete and timely return to the District its standard Absence Request Form to request time off for any of the following types of absence:

- Vacation Leave
- Floating Holiday Leave
- Compensatory Time Leave
- Sick Leave
- Pregnancy Leave
- Jury/Witness Leave
- Bereavement Leave
- Unpaid Leaves

Employees must complete the Absence Request Form as completely as possible, and sign it. In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member and the family member's relationship to the employee. Absence Request Forms are to be submitted by the employee to the employee's supervisor at least (1) one week before the requested leave, except in cases of sick, leave or emergency. In cases of sick leave due to illness, the employee shall submit to the employee's (non-unit) supervisor the completed Absence Request Form before he or she may resume work. In emergencies, the completed form must be submitted at the earliest possible opportunity.

9.2 Scheduling of Leaves. A request to schedule a leave of absence may be submitted to the District Manager to one year in advance. If it approves a scheduled leave, the District will make every reasonable effort to honor that request. However, such leave may be canceled by the District if, in the opinion of the District Manager, the operational needs of the District require such cancellation.

9.3 Sick Leave Accrual. Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may not accumulate sick leave in excess of four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, he or she will no longer accrue sick leave until his or her balance falls below four hundred eighty (480) hours.

9.4 Use of Sick Leave.

- A. Sick leave may be used only due to the employee's illness, dentist or doctor appointment, or non-industrial injury, or that of the employee's child, parent or spouse. However, the employee's use of sick leave a sick or injured family member is limited to not more than one-half of the employee's annual sick leave accrual.
- B. To the extent permitted by applicable law, the District may at any time require a physician's certification or recertification of the grounds that qualify the employee to use sick leave. Use or attempted use of sick leave when an employee is not eligible to use sick leave will result in disciplinary action up to and possibly including termination of District employment.
- C. An eligible employee may use his/her accrued vacation or floating holiday leave for sick leave when his/her sick leave is depleted.
- D. Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Employees hired on or before June 30, 2012 may on an election form provided by the District and within sixty (60) days after the date this MOU is adopted by the District Board, elect to cash out any sick leave in their balance in excess of four hundred eighty (480) hours as of June 30, 2012 or the date this MOU takes effect, whichever is later, applying the following two step formula:

1. Employee's straight time base hourly wage rate as of July 1, 2012 multiplied by the number of hours in excess of four hundred eight (480) = N1.
2. $N1 \times 0.75$ (75%) = gross payment amount.

In accordance with the foregoing formula, the District will pay the eligible employee who elects such cash out a one-time lump sum payment equal to the seventy-five percent (75%) of the value of the excess accumulation, calculated at the employee's base straight time hourly wage rate as of July 1, 2012. Hours cashed out as provided in this paragraph are rendered null and void by such payment and will be removed from the employee's balance. The District will make such payment

within thirty (30) days after the close of the sixty (60) day election period set out above.

9.5 Pregnancy Leave and Family Medical Leave.

- A. An eligible employee will be granted up to twelve (12) weeks per year of leave, measured on a rolling twelve (12) month basis, pursuant to the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Except as provided later in this paragraph for pregnant employees and employees eligible for CFRA due to child birth, adoption or foster care placement, FMLA and CFRA will run concurrently. Two District employees that are married to each other and qualified for leave for child birth, adoption, or foster care placement under the CFRA shall be eligible for up to twelve (12) weeks of such leave shared between them. An eligible pregnant employee will be granted up to sixteen (16) weeks of pregnancy disability leave pursuant to Government Code 12945. This leave will run concurrently with FMLA, but not CFRA. Pay status rules applying to a FMLA leave shall apply to a pregnancy disability leave. The employee may request up to twelve (12) weeks of leave under CFRA on the conclusion of the pregnancy disability leave, for the sole purpose of bonding with the newborn child.
- B. An employee who desires leave under the California Pregnancy Disability Law (Government Code 12945), FMLA or CFRA shall give the District Manager notice as far in advance as possible, preferably thirty (30) days, unless the condition giving rise to the need for leave is exigent and unforeseeable in which case the employee shall give notice as soon as possible. Periodic re-certification of the employee's eligibility for continued leave will be required in accordance with the applicable law.
- C. If a leave granted pursuant to subsection 9.5, paragraph A above is for the qualifying condition of a covered family member, the employee shall use his or her accumulated compensatory time off first, accumulated vacation second, and finally unpaid leave. If the absence is for the employee's qualifying condition, the employee shall use his or her sick leave first, accumulated vacation second, and unpaid leave last. However, the employee may elect to use accumulated compensatory time off first, second or third but before must use it before unpaid leave. Such leaves are otherwise unpaid. Contributions toward Flex Benefits used by the employee for health benefits will be continued to the extent required by applicable law. An employee may also qualify to receive short or long-term disability insurance benefits, subject to the conditions set forth in the applicable carrier policy (e.g. exhaustion of paid leave, continued disability, qualifying duration, etc.).
- D. Eligibility for leave under this subsection 9.5 and the effect of such leave on seniority shall be determined in accordance with the California Pregnancy Disability Law, CFRA, or FMLA, whichever applies.

9.6 Unpaid Leaves of Absence.

- A. An employee may request an unpaid leave of absence that is not mandated by law for up to six (6) months for any reason consistent and compatible with his or her continued District employment. The employee shall submit such request be in writing to the District Manager, stating the purpose, beginning and ending dates of the leave. The District Manager may grant or deny the request at his or her discretion. The employee will give at least thirty (30) days advance notice to the District Manager of the employee's desire for such unpaid leave, or if such notice isn't possible, then as

soon thereafter as possible.

- B. Requests for extensions of a leave of absence will be considered if they are received by the District Manager in writing before the expiration of the approved leave.

9.7 Workers' Compensation.

- A. An employee who in the performance of his or her District job duties incurs a job related injury or illness that qualifies the employee for worker's compensation temporary disability benefits (i.e. a "compensable claim") will be placed on worker's compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to his or her supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to his or her supervisor.
- B. The method and requirements for verification of the basis for the worker's compensation leave shall be as allowed or required pursuant to the State of California's Worker's Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of his or her regular position without limitation or with limitations that the District can reasonably accommodate is required before the employee will be permitted to return. However, nothing herein shall preclude the District from returning the employee to work in a limited duty capacity in any suitable and available position consistent with the employee's medical limitations, at the employee's regular rate of pay, for up to ninety (90) days. On release to fully duty, the employee will be returned to the position he or she occupied immediately before the leave, if available, or if not available then to another suitable and available position in accordance with applicable law.
- C. An employee who sustains a compensable job-related injury or illness may irrevocably elect to supplement his or her temporary workers' compensation disability benefit payment by charges first to their sick leave and second to vacation. However, nothing herein shall preclude the employee from using accumulated compensatory leave, first, second, or third as long as it is used before unpaid leave. The amount of such supplement, together with the workers' compensation temporary disability benefit, shall not exceed the employee's regular net pay rate as of the date of injury.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. District flex benefit contributions and access to District Health Plans will be granted to the same extent as for employees on FMLA or CFRA, or to such greater extent as is required by State Worker's Compensation Law.

9.8 Permanent Disability. The District and an employee who is determined to be permanently disabled from performing the essential tasks of his or her position will engage in a mutually cooperative interactive process with the objective of identifying, if possible, a reasonable accommodation(s) that would permit the employee to perform the essential tasks of the position. If such an accommodation cannot be identified, they shall attempt to identify another available position for which the employee is qualified and in which he or she could perform all essential tasks, with or without reasonable accommodation and, if with reasonable accommodation, the specifics of the accommodation. If after no such position is located within six (6) months after the employee's permanent disability is medically determined, the employee will be

terminated from the District payroll. However, the District may extend the employee's leave for an additional period it determines is necessary to comply with any further obligation it may have to participate in the interactive process or reasonably accommodate the employee.

9.9 Funeral Leave. If an employee's immediate family member dies, the employee will be granted up to three (3) days of paid funeral leave to arrange for and attend the funeral or memorial service. The District Manager may also approve the employee's use of accumulated compensatory time off, vacation or holiday time to attend to estate related matters.

9.10 Jury and Witness Duty. An employee summoned for jury or witness duty must immediately notify the District Manager, and provide him/her a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits, vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete his/her remaining normal workday, if feasible. The employee must not collect jury duty fees from the Court.

9.11 Military Leave. The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law.

9.12 Vacation Leave.

A. General Provisions.

1. An employee may not use vacation leave for the first six (6) months of his/her employment.
2. Employees will not accrue vacation leave while they are on short-term or long-term disability leave, unless otherwise required by law.
3. An employee's vacation accumulation may not exceed two times the number of annual vacation hours specified in Section D.1 (B). Vacation will cease to accrue when the accumulation maximum is reached and resume only after the balance falls below the maximum.
4. When an employee's employment with the District terminates, he or she will be paid for any accrued vacation time at their final base straight time rate of pay.

B. Accrual Rates. Full-time District employees accrue paid vacation leave at the following rates:

<u>Completed Years of District Service</u>	<u>Hours Accrued Per Pay Period Worked/Year</u>	
0 through 1	3.08 hours per pay period --	hours per years/NA
1 through 5	3.08 hours per pay period --	80 hours per year
6 through 10	4.62 hours per pay period --	120 hours per year
11 through 25	6.16 hours per pay period --	160 hours per year
26 or more	9.24 hours per pay period --	240 hours per year

C. Scheduling. Employees who desire particular vacation times are encouraged to submit their completed Leave Request Form (as provided in subsection 9.1) to their Department Head as far in advance of the

desired dates as possible. The Department Head may grant or deny the request at his or her discretion.

9.13 Holidays.

A. General Provisions

1. Full-time employees will receive one (1) day off with pay for each of the holidays listed in paragraph B below.
2. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as a holiday.
3. If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
4. Full-time employees who work on any of the holidays listed in paragraph B below other than Thanksgiving Day, Christmas Day or New Year's Day will be paid their regular eight (8) hour holiday pay, plus, one and one-half (1½) times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift has been completed.
5. Full-time employees who work on Christmas Day, Thanksgiving Day or New Year's Day will be paid their regular eight (8) hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift has been completed.

B. Designated Holidays. The following days will be recognized as designated paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

C. Floating Holidays. Full-time employees will be credited each January 1 with five (5) days floating holidays. Employees may accumulate up to a maximum of ten (10) floating holidays. On the first January pay date, employees who have accumulated more than the foregoing maximum as of the immediately preceding December 31 shall be paid the number of excess days/hours at their current base straight time hourly rate of pay.

D. Scheduling. Employees must receive prior approval from their supervisor and the District Manager before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs, as determined by the District.

9.14 Return from leave – Job Abandonment. An employee who has not returned to work from an authorized leave at its scheduled expiration shall be deemed to have abandoned his or her District

employment and shall be deemed terminated from District employment as of the date the leave expired.

Section 10 - Hours of Work.

10.1 Parameters for Workweek and Work Day. The regular workweek for full-time employees will consist of five (5) consecutive days of eight (8) hours of work per day, excluding the one-half hour unpaid meal period, forty (40) hours per week. The District may schedule work weeks and work days for the convenience and efficient operation of the District, and to begin or end on or encompass any day or hour of any calendar week. The workweek may begin and end in different calendar weeks. The District reserves the sole right to establish and discontinue alternate work day schedules on a trial basis.

10.2 Individual Work Schedules. The work schedules of individual employees shall be established and may be modified from time to time by the employee's immediate (non-unit) supervisor or Department Head.

10.3 FLSA Workweek Designation. The District will determine the beginning and end of the Fair Labor Standards Act (FLSA) workweek and any changes thereto that it may implement and record such determinations in its records.

10.4 "9/80" Work Schedule Authorization. A permanent employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between 7AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle ("9/80 schedule") if, in the District Manager's judgment, such schedule would best serve the District's interests.

10.5. "9/80" Work Schedule Defined. The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period the employee will work four (4) nine (9) hour days.

10.6. Calculating Overtime/Designation of FLSA Work Week for 9/80 Work Schedule. For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the midpoint of the regularly scheduled eight (8) hour day and end at the midpoint of the next regularly scheduled eight (8) hour day to ensure that each half of the fourteen day work cycle contains forty (40) regularly scheduled hours of work. For employees on the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or forty (40) hour designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay.

10.7 Holidays on 9/80 Work Schedule. Otherwise eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five-day, eight hour per day work schedule, and must use an hour of vacation or compensatory leave on scheduled nine (9) hour days. [Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.

10.8. Other Leave Days Affected by 9/80 Day Off. If the employee on a work 9/80 schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less the any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, he or she will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.

10.9. Vacation and Sick Leave Accrual on 9/80 Work Schedule. The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

Section 11 – Meal Period and Rest Breaks.

11.1 Meal Period. Employees shall be provided a thirty (30) minute unpaid meal period. The District will schedule meal periods near the middle of the workday. Unless required to work during the meal period, an employee will not be required to return to the District yard for his or her meal period.

11.2 Rest Breaks. Employees will be provided with two (2) fifteen (15) minute rest breaks without any reduction in pay. The District will schedule rest breaks near the middle of each half of the full-time shift.

Section 12 - Grievance Procedure.

12.1 Purpose. The purpose of this Grievance Procedure is to foster the mutual exchange of information necessary to ensure the accurate administration of the terms of this MOU, and to promote the resolution of grievances at the lowest feasible level.

12.2 Requests for Information. The parties will comply with their respective duty to supply information under the Meyers Millias Brown Act (MMBA).

12.3 Definition. A grievance shall be defined as any dispute which may arise between an employee or the Union and the District involving the interpretation, application, or violation of the express terms of this MOU, or the interpretation, application, or violation of the express terms of a District policy that regulates a matter(s) not covered by this MOU but within the scope of representation.

12.4 Procedure. Grievances shall be processed in the following manner.

- A. Step 1. The Union (on behalf of an employee requesting the Union's assistance) or an employee representing himself or herself, in either case alleging that the Employer has breached the terms of this MOU shall first submit the grievance in writing to the employee's (non-bargaining unit) Department Head within twelve (12) business days of the alleged breach. The written grievance shall contain a statement of the facts and evidence that the grievant believes demonstrates the misinterpretation, misapplication or violation of this agreement, the remedy or remedies sought, and the signature of the grievant.

The Department Head and employee (or the Union on his or her behalf if requested by the employee) shall meet within twelve (12) business days to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either wishes to offer to resolve the Grievance.

- B. Step 2. If the grievance is not resolved at the Step 1, the employee (or the Union on his or her behalf if requested by the employee) may submit the grievance (in the form and content submitted at step 1) to the District Manager within five (5) business days following the step 1 meeting. Within twelve (12) business days after his or her receipt of the step 2 grievance, the District Manager (or his or her designee) shall meet with the aggrieved employee to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either wishes to offer to resolve the grievance.
- C. Step 3. If the grievance is not resolved at Step 2, the Union may request the assistance of a State Mediator to attempt to mediate a voluntary settlement of the dispute. Such request shall be in writing and submitted to the State Mediation Service, the District Manager and the District's Legal Counsel no more than five (5) business days after the twelve (12) day meeting period set forth in Step 2 above has expired. The mediation will convene within thirty (30) days after the request for the mediation is received by the District Manager. Fifteen (15) days after mediation began, either party (or the mediator at any time) may by written notice to the mediator and other parties declare that mediation is concluded. If the grievance is not voluntarily resolved, the Union may request binding arbitration of the grievance by written notice delivered to the District Manager. Such request must be delivered within five (5) business days after the declaration of the conclusion of the mediation is delivered.
- D. Step 4. Within ten (10) business days after the District's receipt of the Union's request for arbitration the Union shall request a list of seven (7) names of west coast (California, Oregon and Washington) arbitrators from the State Mediation Service. The parties shall share equally any charge for the list. Upon receipt of the list, the parties shall select the arbitrator by alternate striking of names until only one remains. The order of striking shall be determined by lot, unless otherwise mutually agreed. Nothing herein shall preclude the parties from selecting an arbitrator by mutual agreement.

In the hearing, each party shall be allowed to present argument, testimony, physical and other evidence relevant to the dispute. The arbitrator shall have the authority to regulate the course of the proceedings and to place witnesses under oath. In the hearing and in the pre-hearing information request enforcement proceedings, the arbitrator shall have the power to issue subpoenas for the appearance of witnesses or the production of physical evidence. The arbitrator shall cause the production of a formal transcription of the hearing. The parties shall equally share the cost of the transcript.

In reaching his or her decision, the arbitrator shall apply burden of proof standards traditionally applied in grievance arbitration. The arbitrator shall have no authority through his or her decision or remedial order to add to, subtract from, or modify the written terms of this MOU. His or her decision shall be in writing setting forth his or her decision concerning the existence or non-existence of the alleged misinterpretation, misapplication, or violation of this MOU, the facts that led the arbitrator to that conclusion, and the remedy, if any. The arbitrator may retain jurisdiction for purposes of resolving any disputes that may arise over the terms of or the implementation of the

remedy. The Parties shall request the arbitrator to submit his or her decision within thirty (30) days after the close of the hearing. The arbitrator's decision shall be final and binding.

- E. Time Limits. The time limits set forth above shall be strictly enforced. However, the employee or Union and the District Manager (or his or her designee) may agree to extend the time limits at any step of the procedure. Such extension must be entered into in writing by the expiration of the applicable time limit and state the time and date at and on which the extended time limit will expire. Each party shall retain a signed original or copy of the extension.
- F. Offers of Settlement Terms. An offer of settlement terms made at any step of this procedure shall be treated as a compromise offer and shall not be referred to or admissible in any subsequent arbitration or other litigation.
- G. Settlement Terms. A grievance settlement will not be enforced until and unless it has been placed in specific settlement language approved by the District's Legal Counsel, reviewed by the Union, and signed by the District Manager and the aggrieved employee (or Union pursuant to paragraph H below).
- H. Union Grievances. If the Union alleges that the District has the rights of one or more employees that have not filed a grievance, the Union may file such grievance at step 1 to protect the integrity of the bargained contract. The Union shall be subject to the same requirements as would apply to any other grievance filed at step 1. If the grievance involves an alleged breach of the organizational rights of the Union under the MOU or of employees of more than one department, the Union shall file such grievance at step 2 within twelve (12) business days of the alleged breach, but it shall include in its written submission all materials enumerated for a grievance at Step 1 as described above.
- I. The fees and expenses of the arbitrator shall be shared equally by the Union and the District. Each party however shall bear the cost of its own representation, including but not limited to preparation, presentation, witness expenses, materials, travel expenses, and pre and post hearing briefs, if any.

Section 13 – Probationary Period

13.1 Initial Probationary Period. Each newly hired employee shall serve an initial probationary period of twelve (12) months from the date of hire, excluding leaves (i.e. if the employee is off for a week on leave, the twelve 12 months is extended by that amount). If an employee is promoted, transferred or demoted from a classification during the initial probationary period, the initial probationary period concludes after twelve months from the hire date in the classification from which he or she was promoted, transferred or demoted, excluding leaves.

13.2 Probationary Periods Other Than Initial Probation. An employee who is promoted, transferred, or demoted to a classification in which they have not previously passed probation will serve a twelve (12) month probationary period in the classification to which he or she is promoted, transferred, or demoted. Such probationary period shall run from the effective date of the promotion, transfer, or demotion and will exclude periods of paid leave (e.g. if the employee is off work for a week after promotion, the twelve months will be extended by that amount). If the employee's initial probationary period concludes while he or she is in a classification to which the employee has been promoted, transferred or demoted, the employee shall continue to serve the balance of the probationary period for the classification to which he or she was promoted, transferred or demoted.

Section 14 – Employment Status and Disciplinary Action.

14.1 Disciplinary Actions. Except as provided otherwise in this section, the District may discipline an employee by oral or written reprimand, suspension without pay, reduction in pay in lieu of suspension, demotion or disciplinary termination for just cause.

14.2 Discipline During Initial Probationary Period. During the initial probationary period, the employee may be subject to reprimand, suspension, reduction in pay in lieu of suspension, demotion with reduction in pay, or termination of District employment at the District's discretion and such action shall not be subject to the just cause standard, grievance or other appeal.

14.3 Discipline During Probation Other Than Initial Probation. During a probationary period resulting from a promotion, transfer or demotion to a classification in which the employee has not passed probation, an employee who has passed initial probation may be subject to oral or written reprimand, suspension without pay, reduction in pay in lieu of suspension, or termination from the position and classification to which he or she was promoted, transferred or demoted at the District's discretion and such action shall not be subject to the just cause standard, grievance or other appeal; provided that on termination for disciplinary reasons (i.e. other than layoff related reasons under section 15 below) from the position to which he or she was promoted, transferred or demoted an employee who has passed initial probation will be permitted to return to the classification from which he or she was promoted, transferred or demoted unless the District denies such return for just cause. Denial of this return right for an employee who has passed initial probation may be appealed through the grievance procedure.

14.4 Lubey Hearing. If an employee on initial probation is notified that he or she is to be discharged from the District for reasons that involve moral turpitude or that are otherwise likely to permanently stigmatize the employee's reputation and future employment opportunities, the Board shall grant the employee an opportunity to appear before the Board to present argument and evidence relevant to the discharge and the reasons the employee believes that the District should not discharge the employee. After such appearance, the Board shall render a decision which shall be final and binding.

14.5 Actions Taken For Non-Disciplinary Reasons. Layoffs under section 15 are not subject to the just cause standard set forth in this MOU.

Section 15 – Layoff and Recall.

15.1 Layoff Notice. The District may lay an employee off from work due to lack of work or funds, reorganization, elimination of the employee's position, or for other operational reasons. Except in an emergency, the District will give the employee at least ten (10) business days advance written notice of the effective date of the layoff.

15.2 Bumping. Any employee who has passed probation who receives notice of layoff from the District may bump into lower level positions, subject to the following.

Step 1: An employee laid off by the District from a bargaining unit position will bump into a vacant and available bargaining unit position in the highest lower classification in which the employee has previously held regular appointment to a position.

Step 2: If no vacant and available position exists as described in step 1 above, the employee will bump the least senior employee in the lower classification as long as the bumping employee has greater seniority than the employee to be bumped.

Step 3: If there is no position into which the employee can bump under steps 1 or 2 above, the employee will bump into a vacant and available position in the next highest lower classification in which the employee has previously held regular appointment.

Step 4: If there is no vacant and available position under step 3 above, the employee will bump the least senior employee in the lower classification as long as the bumping employee has greater seniority than the employee to be bumped.

The bumping sequence shall be followed through successive lower classifications in the same sequential manner as provided above for classifications at higher levels until a position is identified into which the employee is entitled to bump or it is determined that no such position exists, in which case the employee will be laid off from District employment.

In the event of a layoff, the District Manager may identify up to two bargaining unit members to exempt from being bumped.

15.3 Recall. An employee who has passed the initial trial period who is laid off from District employment will be placed on a recall list for twelve (12) months and considered for recall to vacant and available positions for which the employee possesses the required knowledge, skills, abilities and qualifications. An employee who fails to accept an offer of recall or who is not recalled to work within twelve (12) months from the effective date of his or her layoff will be removed from the recall list. Temporary work offered to and performed by the laid off employee for the District will not constitute a recall under this MOU. An employee on a recall list shall be responsible for keeping the District aware of his or her current mailing address and telephone number.

Section 16 – Continuous Service Credit.

- 16.1 Uses. Length of continuous service with the District will be used as the basis for determining eligibility for service based benefits such as vacation accrual rate. The District will also consider length of continuous service in promotions, demotions, transfers and layoffs. However, length of service is only one factor in such determinations, and the District determines what weight, if any, to give length of continuous service in its ultimate decision.
- 16.2 Expiration. Continuous service credit calculations will start with the date the actually employee begins work for the District. Continuous service credit is lost and expires on voluntary or involuntary termination of District employment. It will not be reinstated on rehire.
- 16.3 Breaks in Continuous Service Absent Termination. An employee's continuous service credit ceases to accumulate during and resumes accruing after return to work from an authorized leave without pay of less than thirty (30) days. However, continuous service will continue to accumulate during a leave if required by applicable state or federal law.

Section 17 – Non-Discrimination. The District and Union agree that no person covered by this agreement hereto shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, marital status, sex, age, or sexual orientation, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.

Section 18 – Miscellaneous Provisions.

- 18.1 Uniforms. The District will at its expense provide employees with uniforms consisting of eleven shirts and eleven trousers, and laundry service for the uniforms. Employees shall be required to wear uniforms that are clean and in good repair.
- 18.2 Safety Boots. Each full calendar year the District will reimburse an employee required to wear safety boots or shoes for up to two (2) pair of safety boots or shoes that meet state mandated requirements for the work performed by the employee, up to a maximum of two hundred fifty dollars (\$250) per pair. The employee must turn in his or her old pair of safety boots or safety shoes to be eligible for reimbursement for a new pair under this provision. The employee may apply for and receive reimbursement for one additional pair of safety shoes or boots in the same year if approved in advance by the District Manager.
- 18.3 Safety Glasses. If an employee is required to wear safety glasses in the performance of his job, the District will reimburse the employee up to \$200 every other full calendar year toward the cost of a pair of state-compliant safety glasses. The employee shall be required to turn in his or her old pair of safety glasses to be eligible for reimbursement under this provision.
- 18.4 Safety. Employees may be required to operate only equipment that complies with applicable state or federal safety laws. Employees shall report defective equipment to their immediate supervisor.
- 18.5 Contracting Out. If the District intends to contract out bargaining unit work traditionally performed by members of the bargaining unit and the performance of such subcontract would cause the layoff of a bargaining unit member(s), the District will give the Union advance notice of its intent to implement such subcontract. If requested by the Union, the parties will meet within ten (10) days after delivery of the notice to the Union to discuss the subcontract and any mitigating measures the

Union wishes the District to consider with respect to the employee(s) to be laid off. If the District decides to contract out the operation to the extent that it will eliminate the employment of the entire bargaining unit, it will require as a condition of the subcontract that the subcontractor will first consider displaced District employees for positions in the contractor's operation before considering other personnel with which to carry out the subcontracted operation.

Section 19 – Integration and Waiver.

- 19.1 Integration. The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as set forth in this written MOU. The employees' entitlement to economic rights and benefits of District employment derive exclusively from the express terms of this MOU. Pursuant to subsection 19.3 below, the District may from time to time provide employees with additional economic benefits and may continue to regulate employee conduct through its Personnel Policies enacted pursuant to Resolution 1429 (2001) as they currently exist or as the District may revise them from time to time.
- 19.2 Waiver Of Further Bargaining On Covered Matters. The parties agree that neither shall be required or attempt to require the other to meet and confer over any term contained in this MOU for the life of the agreement, except for purposes of negotiating an entire MOU on timely notice given pursuant to Section 21 below, and that any legal duty to do so is hereby waived. However, the District Manager is authorized to interpret any ambiguous provision of this MOU and may, along with the Union Business Representative, enter into a joint memorandum of interpretation resolving such ambiguities. An original of the Memorandum of Interpretation shall be retained in the District's records and a copy supplied to the Board at its next meeting.
- 19.3 District Right To Regulate And Waiver of Obligation To Meet and Confer On Matters Not Covered. The parties acknowledge that during the period immediately before the execution of this MOU the District has unilaterally regulated all matters pertaining to wages, hours and working conditions. During the life of this MOU, the District shall continue to unilaterally establish and revise from time to time policy on matters within the scope of representation but not covered by this MOU, as provided in paragraph A of this section and by Section 6 of this MOU, recognizing that the Union will have full opportunity to address such matters within the scope of representation if it desires when a successor MOU is negotiated pursuant to Section 21 below. However, before implementing a new or revised policy on a subject matter within the scope of representation the District will give the Union ten (10) days advance notice and a copy of the new or revised policy and an opportunity to meet within that period to discuss the policy and any changes the Union desires to suggest.

Section 20 – Severability. If any state or federal court or administrative agency of competent jurisdiction declares, rules, or holds that any provision of this MOU is invalid and unenforceable, such declaration, ruling or holding shall be confined in its effect to the specific section, subsection, paragraph, or clause specifically cited in the declaration, ruling or holding. The remaining provisions of this MOU shall remain in full force and effect without interruption.

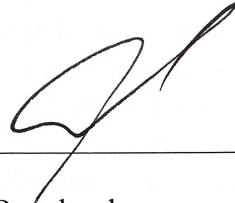
Section 21 - Duration. This MOU shall be effective from the date it is ratified by the Parties and signed by authorized representatives of both sides and shall remain in effect through June 30, 2024. It shall be automatically renewed thereafter in one year increments unless, within ninety (90) to one hundred twenty(120) days before the scheduled expiration of this MOU either party gives the other written notice of its desire to renegotiate the terms of this MOU.

Done this day, July 17, 2019.

For the District:

A blue ink signature of Fran Dehn, written in a cursive style, positioned above a horizontal line.

Fran Dehn
Board President

A black ink signature of John Bouchard, written in a cursive style, positioned above a horizontal line.

John Bouchard
President, IBT Local 350

APPROVED AS TO FORM:

A blue ink signature of Anthony Condotti, written in a cursive style, followed by the text "for A.P.C." in blue ink, positioned above a horizontal line.

Anthony Condotti, Esq. District Counsel

APPENDIX A

Wages Effective July 1, 2019*

Classification	Min.	B	C	D	E	F	G	H	I	J
Construction Inspector	7339	7706	8092	8496	8921	9366	9836	10229	NA	NA
Source Control Inspector	7339	7706	8092	8496	8921	9366	9836	10229	NA	NA
Field Supervisor	6115	6420	6741	7078	7432	7804	8195	8603	9033	9325
Rehab Field Supervisor	6115	6420	6741	7078	7432	7804	8195	8603	9033	9325
Maintenance Worker	5099	5354	5621	5902	6196	6507	6831	7173	7343	NA
Pipeline Inspection Tech	5615	5895	6190	6499	6823	7165	7523	7899	8336	NA
Pump Station Mech.	5615	5895	6190	6499	6823	7165	7523	7899	8336	NA
Rehab Technician	5615	5895	6190	6499	6823	7165	7523	7899	8336	NA

*The amounts shown are approximate gross monthly earnings based on 173.33 hours worked per month. Each step is 5% higher than the preceding step except for the top step. The actual gross hourly base wage rate can be derived by dividing the monthly amount shown above by 173.33 (which assumes a 2080 hour work year).

Approximate Monthly Base Wage Ranges Effective July 1, 2019

For Employees Hired After July 1, 2012

Classification	Min.	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Construction Inspr	7339	7487	7706	7861	8091	8253	8496	8666	8920	9100	9366	9553	9835	10033	10229	NA	NA	NA	NA
Source Cntrl Inspr	7339	7487	7706	7861	8091	8253	8496	8666	8920	9100	9366	9553	9835	10033	10229	NA	NA	NA	NA
Field Supervisor	6115	6237	6420	6548	6742	6878	7079	7221	7432	7581	7804	7960	8195	8360	8604	8776	9033	9214	9325
Rehab Field Suprvsr	6115	6237	6420	6548	6742	6878	7079	7221	7432	7581	7804	7960	8195	8360	8604	8776	9033	9214	9325
Maintenance Wrkr	5099	5201	5354	5461	5621	5734	5903	6021	6197	6322	6507	6637	6832	6968	7173	7317	7343	NA	NA
Pipeline Insp. Tech	5615	5726	5895	6012	6189	6313	6498	6629	6823	6960	7165	7308	7522	7673	7899	8057	8336	NA	NA
Pump Sta. Maint Mech	5615	5726	5895	6012	6189	6313	6498	6629	6823	6960	7165	7308	7522	7673	7899	8057	8336	NA	NA
Rehab Technician	5615	5726	5895	6012	6189	6313	6498	6629	6823	6960	7165	7308	7522	7673	7899	8057	8336	NA	NA

APPENDIX B

Wages Effective July 1, 2020*

Classification	Min.	B	C	D	E	F	G	H	I	J
Construction Inspector	7633	8015	8416	8836	9278	9741	10230	10639	NA	NA
Source Control Inspector	7633	8015	8416	8836	9278	9741	10230	10639	NA	NA
Field Supervisor	6360	6677	7011	7361	7729	8116	8523	8947	9395	9698
Rehab Field Supervisor	6360	6677	7011	7361	7729	8116	8523	8947	9395	9698
Maintenance Worker	5303	5568	5846	6138	6444	6768	7104	7460	7637	NA
Pipeline Inspection Tech.	5840	6131	6438	6759	7096	7451	7824	8215	8669	NA
Pump Station Mech.	5840	6131	6438	6759	7096	7451	7824	8215	8669	NA
Rehab Technician	5840	6131	6438	6759	7096	7451	7824	8215	8669	NA

*The amounts shown are approximate gross monthly earnings based on 173.33 hours worked per month. Each step is 5% higher than the preceding step except for the top step. The actual gross hourly base wage rate can be derived by dividing the monthly amount shown above by 173.33 (which assumes a 2080 hour work year).

Approximate Monthly Base Wage Ranges Effective July 1, 2020 For Employees Hired After July 1, 2020

Classification	Min.	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Construction Inspr	7633	7786	8015	8176	8415	8584	8836	9013	9277	9464	9741	9936	10229	10434	10639	NA	NA	NA	NA
Source Cntrl Inspr	7633	7786	8015	8176	8415	8584	8836	9013	9277	9464	9741	9936	10229	10434	10639	NA	NA	NA	NA
Field Supervisor	6360	6486	6677	6810	7012	7153	7362	7510	7729	7884	8116	8279	8523	8694	8948	9127	9395	9583	9698
Rehab Field Suprvsr	6360	6486	6677	6810	7012	7153	7362	7510	7729	7884	8116	8279	8523	8694	8948	9127	9395	9583	9698
Maintenance Wrkr	5303	5409	5568	5679	5846	5963	6139	6261	6445	6575	6768	6903	7105	7247	7460	7610	7637	NA	NA
Pipeline Insp. Tech	5840	5955	6131	6253	6437	6565	6758	6894	7096	7238	7451	7600	7823	7980	8215	8379	8669	NA	NA
Pump Sta. Maint Mech	5840	5955	6131	6253	6437	6565	6758	6894	7096	7238	7451	7600	7823	7980	8215	8379	8669	NA	NA
Rehab Technician	5840	5955	6131	6253	6437	6565	6758	6894	7096	7238	7451	7600	7823	7980	8215	8379	8669	NA	NA

APPENDIX B (Continued)

Wages Effective July 1, 2021*

Classification	Min.	B	C	D	E	F	G	H	I	J
Construction Inspector	7938	8335	8753	9189	9649	10131	10639	11064	NA	NA
Source Control Inspector	7938	8335	8753	9189	9649	10131	10639	11064	NA	NA
Field Supervisor	6614	6944	7291	7656	8038	8441	8864	9305	9771	10086
Rehab Field Supervisor	6614	6944	7291	7656	8038	8441	8864	9305	9771	10086
Maintenance Worker	5515	5791	6080	6384	6702	7038	7388	7758	7943	NA
Pipeline Inspection Tech.	6073	6376	6695	7029	7380	7749	8137	8543	9016	NA
Pump Station Mech.	6073	6376	6695	7029	7380	7749	8137	8543	9016	NA
Rehab Technician	6073	6376	6695	7029	7380	7749	8137	8543	9016	NA

*The amounts shown are approximate gross monthly earnings based on 173.33 hours worked per month. Each step is 5% higher than the preceding step except for the top step. The actual gross hourly base wage rate can be derived by dividing the monthly amount shown above by 173.33 (which assumes a 2080 hour work year).

Approximate Monthly Base Wage Ranges Effective July 1, 2021 For Employees Hired After July 1, 2012

Classification	Min.	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Construction Inspr	7938	8098	8335	8503	8751	8927	9189	9373	9648	9843	10131	10333	10638	10852	11064	NA	NA	NA	NA
Source Cntrl Inspr	7938	8098	8335	8503	8751	8927	9189	9373	9648	9843	10131	10333	10638	10852	11064	NA	NA	NA	NA
Field Supervisor	6614	6746	6944	7082	7292	7439	7657	7810	8038	8199	8441	8610	8864	9042	9306	9492	9771	9966	10086
Rehab Field Suprvsr	6614	6746	6944	7082	7292	7439	7657	7810	8038	8199	8441	8610	8864	9042	9306	9492	9771	9966	10086
Maintenance Wrkr	5515	5625	5791	5907	6080	6201	6385	6512	6703	6838	7038	7179	7389	7537	7758	7915	7943	NA	NA
Pipeline Insp. Tech	6073	6194	6376	6503	6694	6828	7028	7170	7380	7528	7749	7904	8136	8299	8543	8714	9016	NA	NA
Pump Sta. Maint Mech	6073	6194	6376	6503	6694	6828	7028	7170	7380	7528	7749	7904	8136	8299	8543	8714	9016	NA	NA
Rehab Technician	6073	6194	6376	6503	6694	6828	7028	7170	7380	7528	7749	7904	8136	8299	8543	8714	9016	NA	NA

APPENDIX B (Continued)

Wages Effective July 1, 2022*

Classification	Min.	B	C	D	E	F	G	H	I	J
Construction Inspector	8256	8669	9103	9557	10035	10536	11065	11507	NA	NA
Source Control Inspector	8256	8669	9103	9557	10035	10536	11065	11507	NA	NA
Field Supervisor	6879	7222	7583	7962	8360	8779	9218	9677	10161	10489
Rehab Field Supervisor	6879	7222	7583	7962	8360	8779	9218	9677	10161	10489
Maintenance Worker	5736	6022	6323	6639	6970	7320	7684	8069	8260	NA
Pipeline Inspection Tech.	6316	6631	6963	7310	7675	8059	8463	8885	9376	NA
Pump Station Mech.	6316	6631	6963	7310	7675	8059	8463	8885	9376	NA
Rehab Technician	6316	6631	6963	7310	7675	8059	8463	8885	9376	NA

*The amounts shown are approximate gross monthly earnings based on 173.33 hours worked per month. Each step is 5% higher than the preceding step except for the top step. The actual gross hourly base wage rate can be derived by dividing the monthly amount shown above by 173.33 (which assumes a 2080 hour work year).

Approximate Monthly Base Wage Ranges Effective July 1, 2022

For Employees Hired After July 1, 2012

Classification	Min.	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Construction Insptr	8256	8422	8669	8843	9101	9284	9557	9748	10034	10236	10536	10746	11063	11286	11507	NA	NA	NA	NA
Source Cntrl Insptr	8256	8422	8669	8843	9101	9284	9557	9748	10034	10236	10536	10746	11063	11286	11507	NA	NA	NA	NA
Field Supervisor	6879	7016	7222	7365	7584	7736	7963	8122	8360	8527	8779	8954	9218	9403	9678	9871	10161	10365	10489
Rehab Field Suprvsr	6879	7016	7222	7365	7584	7736	7963	8122	8360	8527	8779	8954	9218	9403	9678	9871	10161	10365	10489
Maintenance Wrkr	5736	5850	6022	6143	6323	6449	6640	6772	6971	7112	7320	7466	7685	7838	8069	8231	8260	NA	NA
Pipeline Insp. Tech	6316	6441	6631	6763	6962	7101	7309	7457	7675	7829	8059	8221	8462	8631	8885	9063	9376	NA	NA
Pump Sta. Maint Mech	6316	6441	6631	6763	6962	7101	7309	7457	7675	7829	8059	8221	8462	8631	8885	9063	9376	NA	NA
Rehab Technician	6316	6441	6631	6763	6962	7101	7309	7457	7675	7829	8059	8221	8462	8631	8885	9063	9376	NA	NA

APPENDIX B (Continued)

Wages Effective July 1, 2023*

Classification	Min.	B	C	D	E	F	G	H	I	J
Construction Inspector	8586	9015	9467	9939	10436	10957	11507	11967	NA	NA
Source Control Inspector	8586	9015	9467	9939	10436	10957	11507	11967	NA	NA
Field Supervisor	7154	7510	7886	8281	8694	9130	9587	10064	10568	10909
Rehab Field Supervisor	7154	7510	7886	8281	8694	9130	9587	10064	10568	10909
Maintenance Worker	5965	6263	6576	6905	7249	7613	7991	8391	8591	NA
Pipeline Inspection Tech.	6569	6896	7242	7603	7982	8382	8801	9240	9751	NA
Pump Station Mech.	6569	6896	7242	7603	7982	8382	8801	9240	9751	NA
Rehab Technician	6569	6896	7242	7603	7982	8382	8801	9240	9751	NA

*The amounts shown are approximate gross monthly earnings based on 173.33 hours worked per month. Each step is 5% higher than the preceding step except for the top step. The actual gross hourly base wage rate can be derived by dividing the monthly amount shown above by 173.33 (which assumes a 2080 hour work year).

Approximate Monthly Base Wage Ranges Effective July 1, 2023

For Employees Hired After July 1, 2012

Classification	Min.	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Construction Insptr	8586	8759	9015	9197	9466	9655	9939	10138	10435	10646	10957	11176	11506	11737	11967	NA	NA	NA	NA
Source Cntrl Insptr	8586	8759	9015	9197	9466	9655	9939	10138	10435	10646	10957	11176	11506	11737	11967	NA	NA	NA	NA
Field Supervisor	7154	7296	7510	7660	7888	8046	8282	8447	8694	8868	9130	9312	9587	9779	10065	10266	10568	10780	10909
Rehab Field Suprvsr	7154	7296	7510	7660	7888	8046	8282	8447	8694	8868	9130	9312	9587	9779	10065	10266	10568	10780	10909
Maintenance Wrkr	5965	6084	6263	6389	6576	6707	6906	7043	7250	7396	7613	7765	7992	8152	8391	8560	8591	NA	NA
Pipeline Insp. Tech	6569	6699	6896	7033	7240	7385	7602	7755	7982	8142	8382	8549	8800	8976	9240	9425	9751	NA	NA
Pump Sta. Maint Mech	6569	6699	6896	7033	7240	7385	7602	7755	7982	8142	8382	8549	8800	8976	9240	9425	9751	NA	NA
Rehab Technician	6569	6699	6896	7033	7240	7385	7602	7755	7982	8142	8382	8549	8800	8976	9240	9425	9751	NA	NA

APPENDIX C

Alternate Staffing Program

Within the Maintenance Worker classification there will be three sub-classifications (Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III) all within the Maintenance Worker classification salary schedule established for employees hired after July 1, 2012.

An employee in the Maintenance Worker classification can accelerate advancement through the salary schedule by meeting the following criteria.

Maintenance Worker I – Steps A through Q:

Criteria to advance:

- a) Pass Probation
- b) Perform satisfactory work each year
- c) Obtain CWEA C/S Grade 1 certificate
- d) Obtain & maintain Class A driver's license

Maintenance Worker II – Steps F through Q;

Criteria for entry:

- a) 2 years experience at WBSD
- b) Satisfactory or above performance evaluations
- c) Advanced CWEA certificate or Competent Person Certification
- d) Training or College Courses: such as Office of Water Program courses
- e) Demonstrate Proficiency in five of the seven below:
 - *Power rodding
 - *Electric Snake
 - *Tablet data entry
 - *Combo unit operation
 - *Spill calculation
 - *Bobcat Ops
 - *Backhoe – Rooding and front end bucket operation

Criteria for advancement:

- a) Perform satisfactory work each year
- b) Maintain CWEA C/S Grade 2 or higher certificate
- c) Maintain Class A driver's license

Maintenance Worker III – Steps L through Q

Criteria for entry:

- a) 4 years experience at WBSD or 5 years combined industry experience (min 1 year @ WBSD)
- b) Satisfactory or above performance evaluations
- c) Obtain CWEA Grade II or Pump Tech I
- d) Project/Committee/Outreach involvement
- e) Training or College Courses: such as Office of Water Program courses or PACP certification or Microsoft suite or others approved by District Manager
- f) Active Coaching/Mentoring
- g) Demonstrate Proficiency with:
 - *Backhoe Ops – advanced ops: excavation, scraping, front bucket claw
 - *Ditch Witch
 - *Dump Truck
 - *CMMS – Computerized Maintenance Management System

APPENDIX D

Dues Deduction Authorization Form