



**BOARD MEETING AGENDA**  
**Monday, October 13, 2014**  
**Regular Meeting - 7:00 P.M.**

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**  
Paul R. Eldredge  
*General Manager/  
District Engineer*

David M. O'Hara  
*Attorney*

1. Call to Order.

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2. Pledge of Allegiance.

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3. Roll Call.

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- Motion 4. Approve Minutes of the Meeting of September 22, 2014.

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5. Written Communications.

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6. Oral Communications.  

*The public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District office at least one working day prior to the meeting). This portion of the agenda is where a member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction that is not on the agenda. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. Oral comments are limited to three minutes per individuals, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion.*

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- Motion 7. Resolution No. 2740, Recognizing General Manager Richard B. Currie for 23 Years of Outstanding Service.

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8. Approving the Publicly Available Pay Schedule, Memorandum of Understanding Between the District and SEIU Local 1021, June 6, 2013 – August 31, 2016, and Unclassified Staff Compensation Documents. *(to be reviewed by the Personnel Committee)*

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- Motion 9. Approving an Addition to the FY15 CIP Budget for the Warm Springs Laterals Project. *(to be reviewed by the Budget & Finance Committee)*

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- Information 10. Information Items:
  - a. Check Register.
  - b. Unclassified Staff Benefits and Upcoming and Unscheduled Board Workshop Topics.

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- Information 11. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Budget & Finance Committee – scheduled for Thursday, 10/9/14 at 4:30 p.m.
  - b. Personnel Committee – scheduled for Friday, 10/10/14 at 9:30 a.m.
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- Information 12. General Manager's Report. *(Information on recent issues of interest to the Board).*
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- Information 13. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
  - b. Scheduling matters for future consideration.
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14. Adjournment – The Board will adjourn to a Board Workshop – Private Lateral Study in the Boardroom on Monday, October 20, 2014 at 6:30 p.m.
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15. Adjournment - The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, October 27, 2014 at 7:00 p.m.
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The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting).

If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Oral Communications" is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion of the agenda item.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

THE PUBLIC IS INVITED TO ATTEND

**NOTICE OF  
COMMITTEE MEETING**

All meetings will be held in  
the General Manager's Office



**BOARD MEETING OF OCTOBER 13, 2014**

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**Committee Membership:**

Budget and Finance	Directors Anjali Lathi and Tom Handley (Alt. – Pat Kite)
Construction Committee	Directors Pat Kite and Jennifer Toy (Alt. – Manny Fernandez)
Legal/Community Affairs	Directors Pat Kite and Tom Handley (Alt. –Anjali Lathi)
Legislative Committee	Directors Manny Fernandez and Jennifer Toy (Alt–Tom Handley)
Personnel Committee	Directors Manny Fernandez and Anjali Lathi (Alt. – Jennifer Toy)
Audit Committee	Directors Manny Fernandez and Tom Handley (Alt. Jennifer Toy)

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**Budget & Finance Committee, Thursday, October 9, 2014 at 4:30 p.m.**

9. Approving an Addition to the FY15 CIP Budget for the Warm Springs Laterals Project.
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**Personnel Committee, Friday, October 10, 2014 at 9:30 a.m.**

8. Approving the Publicly Available Pay Schedule, Memorandum of Understanding Between the District and SEIU Local 1021, June 6, 2013 – August 31, 2016, and Unclassified Staff Compensation Documents.
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Committee meetings may include teleconference participation by one or more Directors.  
(Gov. Code Section 11123)

Committee Meetings are open to the public. Only written comments will be considered. No action will be taken.

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
September 22, 2014**

**CALL TO ORDER**

President Fernandez called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

PRESENT: Manny Fernandez, President  
Jennifer Toy, Vice President – arrived at 7:03 p.m.  
Tom Handley, Secretary  
Pat Kite, Director  
Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager/District Engineer  
Richard Currie, Former General Manager/District Engineer  
Andy Morrison, Collection Services Manager  
Dave Livingston, Treatment & Disposal Services Manager  
Sami Ghossain, Technical Services Manager  
Rich Cortés, Business Services Manager  
Robert Simonich, FMC Manager  
Tim Grillo, Treatment & Disposal Services Coach  
Maria Scott, Principal Financial Analyst  
David O’Hara, Legal Counsel  
Regina McEvoy, Assistant to the GM/Board Secretary  
Carol Rice, Former Assistant to the GM/Board Secretary  
Mohammad Ghoury, Engineer Technician II  
Sol Cooper, Mechanic II

VISITOR: Helen Eldredge

**APPROVAL OF THE MINUTES OF SEPTEMBER 8, 2014.**

It was moved by Director Kite, seconded by Director Lathi, to Approve the Minutes of the Board of Directors’ Meeting held September 8, 2014.

Ayes: Fernandez, Handley, Kite, Lathi  
Noes: None  
Absent: Toy  
Abstain: None

## **MONTHLY OPERATIONS REPORT FOR AUGUST 2014.**

The Budget and Finance Committee reviewed this item. Rich Currie reported the following:

- There were two odor complaints, both in the City of Fremont. One was investigated with no odor found. The second complaint was the result of a USD construction project bypass line that was subsequently adjusted to mitigate the odor.
- There were two employee accidents in August. One employee broke his hand and a second employee strained a muscle. Lost time was minimal, and both employees have returned to work on limited duty.
- District Auditor Vavrinek, Trine, Day, and Co. completed their field work, and is finalizing the Fiscal Year 2014 audit documents.
- The District received the final Sewer Service Charge payment for Fiscal Year 2014 from Alameda County for \$2.2 million.
- There were no spills for the month of August.
- Recruitment has begun for the Collection Services Manager and Treatment and Disposal Services Manager positions.
- The hours worked, 35.25, exceeded the target, and sick leave usage hours of 47.37 was close to the target of 47.

Maria Scott reported the following:

- The following capacity fees were received in August:
  - \$647,000 for Cherry Logistics Distribution Center
  - \$135,000 for Buffalo Wild Wings in South Fremont
  - \$295,000 for Lam Research
  - \$28,000 for Chick-fil-A in Fremont
- Operating income included inspection fees and East Bay Dischargers Authority (EBDA) payments.
- Miscellaneous income included two industry fines for Environmental Compliance violations.
- The District will receive \$600,000 from State Revolving Fund proceeds.
- Current expenses include work on the Cogeneration Project, Boyce Road Lift Station Phase 2, and Upper Hetch Hetchy Sewer System Rehabilitation.

### **WRITTEN COMMUNICATIONS.**

There were no written communications.

### **ORAL COMMUNICATIONS.**

There were no oral communications.

**APPROVE REVISIONS TO POLICY 3300 – CONTRIBUTIONS AND ENDORSEMENTS.**

The Personnel Committee reviewed this item. Rich Currie stated Human Resources staff reviewed the Policy following Board approval. The policy statement was revised to align with existing policies. Structural and language changes were made to the definitions of endorsement and contribution, and capitalization errors were corrected.

It was moved by Director Lathi, seconded by Director Kite, to Approve Revisions to Policy 3300 – Contributions and Endorsements. Motion carried unanimously.

**RESOLUTION NO. 2739, APPROVE 2014 CONFLICT OF INTEREST CODE.**

The Legal/Community Affairs Committee reviewed this item. Dave O'Hara stated the Deputy General Manager position was removed, and a previously missing digit was added to the government code section citation on page 6 of the Conflict of Interest Code.

It was moved by Director Toy, seconded by Director Lathi, to Adopt Resolution No. 2739, Confirming Revisions to the 2014 Conflict of Interest Code. Motion carried unanimously.

**ADOPT AN INVESTMENT POLICY FOR FY 2015.**

The Budget and Finance Committee reviewed this item. Maria Scott stated the investment policy was revised to list the pension plan as an exclusion since the District does not manage the investments of said plan.

It was moved by Director Handley, seconded by Director Lathi, to Adopt an Investment Policy for FY 2015. Motion carried unanimously.

**ADOPT A RESERVES POLICY #2090.**

The Budget and Finance Committee reviewed this item. Maria Scott stated the Retiree Medical Fund language was clarified, and additional information was added to the Future Projects Reserve section. The Board approved staff's request to reduce the Liability Reserve to \$1 million from \$1.5 million, based on past experience.

It was moved by Director Lathi, seconded by Director Handley, to Adopt Reserves Policy #2090. Motion carried unanimously.

**INFORMATION ITEMS:**

**Check Register.** All questions were answered to the Board's satisfaction.

**Report on the East Bay Dischargers Authority Commission Meeting of September 18, 2014.** Director Handley reported the following:

- The Financial Management Committee reviewed the annual California Retiree Benefit Trust (CERBT) statement for the fiscal year ending June 30, 2014.
- The Personnel Committee reviewed a proposal from the General Manager to reclassify the Operations and Maintenance Manager to Deputy General Manager, or look into a bonus program for exemplary work.
- The EBDA balanced scorecard noted a decrease in average flow, which resulted in reduced power and chemical costs.
- The debate continues over the San José-Santa Clara Regional Wastewater Facility's claim that its current discharge to the Lower South Bay fully meets beneficial uses.

**Widening of Fremont Boulevard in Front of USD's Irvington Pump Station.**

The Legal/Community Affairs Committee reviewed this item. Rich Currie stated there are three sections of Fremont Boulevard that have not been widened, including 700 feet in front of USD's Fremont Pump Station. Fremont Boulevard has become an alternate commute route due to freeway congestion. The City of Fremont has imposed traffic impact fees on businesses to pay for the widening of Fremont Boulevard in other sections. Although USD is exempt from this requirement, City staff requested USD pay for the widening costs in front of the Fremont Pump Station. The current estimate for the project is \$840,000. Staff will research the matter and present the findings to the Board at a future meeting.

**Agenda for Joint Board of Directors Meeting Between Union Sanitary District and Alameda County Water District.** The Personnel Committee reviewed this item. The Board reviewed the proposed agenda for the meeting. There were no additions or changes. The joint meeting will begin at 6:00 p.m. in the Boardroom on Thursday, September 25, 2014.

**Agenda for the Board Retreat to be held September 29, 2014.** The Personnel Committee reviewed this item. Rich Currie stated staff identified potential topics for discussion. The Board stated they would like to conduct a free style discussion at the retreat. The Board Retreat will begin at 5:00 p.m. in the Boardroom on Monday, September 29, 2014.

**Cogeneration Project Status.** The Construction Committee reviewed this item. Sami Ghossain provided background information regarding the timeline for the Cogeneration Project. The Project consists of the construction of two new 850-kilowatt biogas-fueled engine generators housed within a new metal building, a new digester gas conditioning system, and modifications to the existing digester gas piping and hot water system. The original completion date was previously been set for September 11, 2014, and has since been extended to the end of

December 2014. To date, staff has executed 49 change orders in the amount of \$801,584, which is 7.6% of the original contract amount. Rich Currie noted the engines have been running.

**Final June, 2014 Internal Financial Report.** The Budget and Finance Committee reviewed this item. Maria Scott stated revenues exceeded the budget in all categories. While CIP expenses exceeded the budget for fiscal year 2014, fewer reserves were used than had been budgeted. Operating and Special Project expenses met Balanced Scorecard targets.

### **COMMITTEE MEETING REPORTS:**

The Legal/Community Affairs, Construction, Budget & Finance, and Personnel Committees met.

### **GENERAL MANAGER'S REPORT:**

Paul Eldredge reported the following:

- PERS will conduct a routine audit on October 13, 2014.
- September 15 – 21, 2014, is Pollution Prevention Week. The Bay Area Pollution Prevention Group will hold their annual Pollutant Priority meeting at USD on September 24, 2014.
- There have been several delays on the Hayward Marsh Project. The East Bay Regional Park District (EBRPD) and USD staff will meet to discuss the status of the Project.
- USD hired a temporary construction inspector from Harrison Consultants while the recruitment for a USD inspector is ongoing.
- The Environmental Compliance Team has been working diligently to determine the source of suspected illegal dumping. Additional samplers have been purchased, and contaminants have been found at the headworks and Boyce Pump Station.
- Staff will review seven vendor proposals they received for the new website project. A date in early October was set aside for consultant interviews to review the proposals. Staff anticipates a vendor will be selected and presented to the Board by the end of October.
- Recruitment is ongoing for the Collection Services Manager and Treatment and Disposal Services Manager positions.
- September 22, 2014, is the Autumnal Equinox, and the last day of summer ended 7:29 pm. on said date.
- Paul Eldredge recognized Rich Currie in the audience, and expressed gratitude to Rich for the time he has spent transitioning the last few weeks. Paul extended a personal thank you to Rich for all his help.
- Rich Currie's retirement party will be held at the Portuguese Hall at 3:30 p.m. on September 30, 2014.

### **OTHER BUSINESS:**

Pat Kite stated she recently attended a California Special Districts Association meeting which included a report on health benefits.

**ADJOURNMENT:**

The meeting was adjourned at 7:38 p.m. to a Special Joint Meeting of the Union Sanitary District Board and the Alameda County Water District Board in the Boardroom on Thursday, September 25, 2014 at 6:00 p.m.

The Board will then adjourn to a Board Retreat in the Boardroom on Monday, September 29, 2014 at 5:00 p.m.

SUBMITTED:

ATTEST:

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REGINA McEVOY  
SECRETARY TO THE BOARD

\_\_\_\_\_  
TOM HANDLEY  
SECRETARY

APPROVED:

\_\_\_\_\_  
MANNY FERNANDEZ  
PRESIDENT

Adopted this 13<sup>th</sup> day of October, 2014



Directors  
Manny Fernandez  
Pat Kite  
Anjali Lathi  
Jennifer Toy  
Tom Handley

Officers  
Paul R. Eldredge  
*General Manager  
District Engineer*

David M. O'Hara  
*Attorney*

**DATE:** October 2, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer

**SUBJECT:** Agenda Item 7 - Meeting of October 13, 2014  
**Resolution No. 2740, Recognizing General Manager Richard B. Currie for 23 Years of Outstanding Service**

**Recommendation:**

Adopt Resolution.

**Background:**

Richard Currie joined Union Sanitary District in 1991 as Manager in Engineering and Technical Services. Rich became General Manager in 2003. He has dedicated his career to providing exceptional service to the public through his leadership and guidance of the agency, and has demonstrated commitment to the principles of integrity and respect which ensured USD's fulfillment of its mission to protect public health and improve the environment. Because of his exceptional leadership, the District has achieved the reputation as one of the best managed districts in the nation.

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**RESOLUTION NUMBER 2740**

**HONORING RICHARD B. CURRIE  
GENERAL MANAGER, UNION SANITARY DISTRICT  
UPON HIS RETIREMENT**

**WHEREAS,** Richard Currie will retire in September 2014, after 23 years of outstanding service with Union Sanitary District; and

**WHEREAS,** Rich has been a California Civil Engineer since 1980, holding a Bachelor's Degree in Civil Engineering from Cal Poly University, Pomona, and a Master's Degree in Environmental Engineering from Loyola Marymount University, Los Angeles; and

**WHEREAS,** since joining Union Sanitary District in 1991, Rich served as manager in Engineering and Technical Services and was responsible for the District's Alvarado Treatment Plant Upgrade Project, which increased treatment plant capacity to provide for the growth of the Tri-city area. In 2003, Rich became USD's General Manager; and

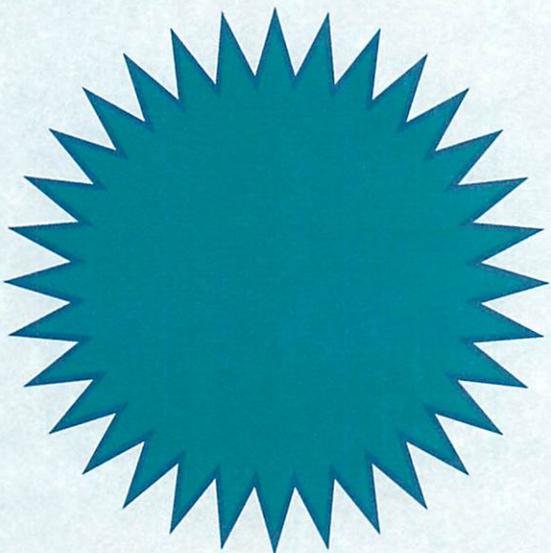
**WHEREAS,** the National Association of Clean Water Agencies has recognized Union Sanitary District with Peak Performance Awards for its protection of the water quality of San Francisco Bay for 21 consecutive years since the award program began in 1993; and

**WHEREAS,** Rich has dedicated his career to providing exceptional service to the public through his leadership and guidance of the agency, demonstrating commitment to the principles of integrity and respect which ensured USD's fulfillment of its mission to protect public health and improve the environment, resulting in the District's reputation as one of the best managed districts in the nation; and

**WHEREAS,** Rich has ensured that the District operated under budget every year and that rates were kept low for customers; maintained and enhanced USD's collaborative, team-based culture; championed the successful effort to improve the District's Safety Culture; instilled in the Capital Improvement Program the concept of partnership with contractors to avoid disputes; and promoted a collaborative labor-management relationship.

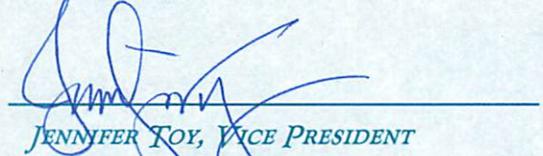
**NOW, THEREFORE, BE IT RESOLVED,** the Union Sanitary District Board of Directors hereby expresses congratulations and best wishes to Richard B. Currie on his retirement.

**APPROVED THIS DATE:** September 22, 2014



  
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**MANNY FERNANDEZ, PRESIDENT**

  
\_\_\_\_\_

**JENNIFER TOY, VICE PRESIDENT**

  
\_\_\_\_\_

**TOM HANDLEY, SECRETARY**

  
\_\_\_\_\_

**PAT KITE, DIRECTOR**

  
\_\_\_\_\_

**ANJALI LATHI, DIRECTOR**

**PROTECTING THE TRI-CITIES  
AND SAN FRANCISCO BAY**



Directors  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

Officers  
Paul R. Eldredge, P.E.  
General Manager/  
*District Engineer*

David M. O'Hara  
Attorney

**DATE:** October 6, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Rich Cortes, Business Services Work Group Manager  
Judi Berzon, Human Resources Administrator

**SUBJECT: Agenda Item No. 8 - Meeting of October 13, 2014  
APPROVING THE PUBLICLY AVAILABLE PAY SCHEDULE,  
MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT  
AND SEIU LOCAL 1021, JUNE 6, 2013 – AUGUST 31, 2016; AND  
UNCLASSIFIED COMPENSATION DOCUMENTS**

**Recommendation:** The President, USD Board of Directors, sign the August 24, 2014 Pay Schedule which will be posted and retained in accordance with CalPERS requirements; the Memorandum of Understanding between Union Sanitary District and SEIU, Local 1021, June 6, 2013 – August 31, 2016; the Unclassified Staff Compensation Plan policy number 6560; and the Unclassified Employees Rules and Regulations.

**Background:**

**Publicly Available Pay Schedule**

The Publicly Available Pay Schedule, mandated by CalPERS in August 2011, is designed to: 1) ensure consistency between CalPERS employers; and, 2) enhance the disclosure and transparency of public employee compensation.

The “Publicly Available Pay Schedule” (CCR 570.5) must:

- be duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws;
- identify the position title for every employee position;
- show the pay rate for each identified position as a single amount or as multiple amounts within a range;
- indicate the time base (i.e., bi-weekly, monthly, etc.);
- be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer’s internet website;
- indicate an effective date and date of any revisions;
- be retained by the employer and available for public inspection for not less than 5 years;

The salary changes contained in this document reflect:

- The adjustments made to the unclassified employee pay ranges as the result of the July, 2014 unclassified salary survey.
- The revision of the salary ranges for the Maintenance Manager reflects the results of the most recent salary survey.

**Memorandum of Understanding between Union Sanitary District and SEIU, Local 1021, June 6, 2013 – August 31, 2016 (MOU)**

The MOU falls under the same requirement mandated by CalPERS in August, 2011, and must be approved by the Board of Directors.

On June 6, 2013, the Board of Directors approved all of the tentative agreements reached between the District and SEIU Local 1021. However, the MOU document was not completed until several months thereafter and was not sent to the Board of Directors for approval. It is now being submitted to you to obtain approval of the completed MOU.

**Unclassified Staff Compensation Plan policy number 6560.**

The Unclassified Staff Compensation Plan policy was reviewed by the Human Resources Administrator and Executive Team in June, 2014. While no changes were made to the policy, this document also requires approval of the Board of Directors under the same mandate.

## Unclassified Employees Rules and Regulations

This document must also be approved by the Board of Directors.

Attached is a listing of each change approved by the Executive Team. Many of these changes are minor. However, there are a few substantive changes, including the following:

- Limited Term employment designation has been added, defined as a position that will be filled for more than six months but no longer than two years. A Limited Term appointment may be extended once for up to two years.
- Any individual appointed to the position of Work Group Manager after July 1, 2013 is an at-will employee who serves at the pleasure of the General Manager and does not serve a probationary period.
- Duration of District payments to make an unclassified employee “whole” for a job-related injury under workers’ compensation was changed from 60 days to 90 days. (The District supplements the workers’ compensation payments made by the claims administrator to bring the employee up to full salary. Ninety days is the waiting period for coverage under the Long-term Disability Insurance program.
- The maximum insured monthly salary is now \$9500 with a maximum benefit of \$6,333 per month paid by the District’s long-term disability insurance provider.
- Coaches appointed after December 1, 2013 are not eligible to receive a vehicle allowance.
- Retirement section changed to reflect Public Employees’ Pension Reform Act (PEPRA) outlining Classic Employee PERS contributions and PERS Options and New Member rules under PEPRA, including their contributions to PERS.

Attachments: A. Union Sanitary District Pay Schedule Effective August 24, 2014  
B. Memorandum of Understanding between Union Sanitary District and SEIU, Local 1021, June 6, 2013 – August 31, 2016  
C. Signature Page, MOU  
D. Unclassified Staff Compensation Plan policy number 6560  
E. Unclassified Employees Rules & Regulations  
F. Documentation of Changes to the Unclassified Employees Rules and Regulations

**UNION SANITARY DISTRICT PAY SCHEDULE**

Effective August 24, 2014		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Accounting Tech Specialist	\$2,938.38	\$3,571.62
Accounting Technician II	\$2,611.90	\$3,174.78
Administrative Specialist I	\$2,320.92	\$2,821.10
Administrative Specialist II	\$2,443.06	\$2,969.57
Assistant Engineer	\$3,427.81	\$4,499.00
Assistant to the General Manager	\$2,924.79	\$3,838.79
Assistant Storekeeper	\$2,256.82	\$2,743.18
Associate Engineer	\$3,821.77	\$5,016.08
Buyer I	\$2,455.78	\$3,223.21
Buyer II	\$2,889.16	\$3,792.02
Chemist I	\$3,193.43	\$3,881.64
Chemist II	\$3,353.11	\$4,075.73
Coach, Business Services	\$4,426.46	\$5,809.72
Coach, Capital Improvement Projects	\$5,128.54	\$6,731.21
Coach, Collection Services	\$4,105.64	\$5,388.65
Coach, Customer Service	\$4,580.38	\$6,011.74
Coach, Electrical & Instrumentation	\$4,150.57	\$5,447.62
Coach, Environmental Compliance	\$4,120.45	\$5,408.09
Coach - Mechanical Maintenance	\$4,032.52	\$5,292.68
Coach, Research & Support/Process Engineer	\$4,110.01	\$5,394.39
Coach, Total Plant Operations	\$4,063.75	\$5,333.68
Collection System Worker I	\$2,397.86	\$2,914.61
Collection System Worker II	\$2,637.65	\$3,206.08
Communications Coordinator	\$3,257.39	\$3,959.38
Construction Inspector I	\$2,790.06	\$3,391.33
Construction Inspector II	\$3,069.05	\$3,730.45
Construction Inspector III	\$3,191.82	\$3,879.68
Customer Service Fee Analyst	\$2,652.14	\$3,223.70
Engineering Technician I	\$2,692.06	\$3,272.21
Engineering Technician II	\$2,961.26	\$3,599.42
Engineering Technician III	\$3,257.39	\$3,959.38
Environmental Compliance (EC) Inspector I	\$2,635.74	\$3,203.75
Environmental Compliance (EC) Inspector II	\$2,965.26	\$3,604.30
Environmental Compliance (EC) Inspector III	\$3,291.44	\$4,000.77
Environmental Compliance (EC) Inspector IV	\$3,521.84	\$4,280.82
Environmental Control (EC) Outreach Representative	\$3,291.44	\$4,000.77
Environmental Health and Safety Program Manager	\$3,798.63	\$4,985.70
Environmental Program Coordinator	\$3,728.03	\$4,893.04

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective August 24, 2014		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Fleet Mechanic I	\$2,658.62	\$3,231.57
Fleet Mechanic II	\$2,977.66	\$3,619.36
General Manager	\$7,074.72	\$9,285.56
Human Resources Administrator	\$4,591.87	\$6,026.83
Human Resources Analyst	\$3,210.96	\$4,214.38
InformationTechnology Administrator	\$4,367.30	\$5,732.08
Information Technology Analyst	\$3,089.29	\$4,054.70
Instrument Tech/Electrician	\$3,274.86	\$3,980.62
Janitor	\$1,778.16	\$2,161.36
Junior Engineer	\$3,085.03	\$4,049.10
Laboratory Director	\$3,972.02	\$4,828.02
Lead Collection System Worker	\$2,901.42	\$3,526.69
Maintenance Assistant	\$1,142.49	\$1,388.70
Manager, Business Services	\$6,291.21	\$8,257.22
Manager, Collection Services	\$5,827.56	\$7,648.67
Manager, Maintenance	\$5,528.78	\$7,256.52
Manager, Technical Services	\$6,107.76	\$8,016.44
Manager, Treatment & Disposal Services	\$5,827.56	\$7,648.67
Mechanic I	\$2,689.63	\$3,269.26
Mechanic II	\$3,012.40	\$3,661.59
Mechanic XL	\$3,714.66	\$3,844.68
Organizational Performance Program Manager	\$3,985.83	\$5,231.41
Painter	\$2,764.26	\$3,359.97
Planner/Scheduler I	\$3,088.00	\$3,753.49
Planner/Scheduler II	\$3,320.65	\$4,036.27
Plant Operations Trainer	\$3,647.89	\$4,434.03
Plant Operator I	\$2,565.98	\$3,118.97
Plant Operator II	\$2,848.26	\$3,462.07
Plant Operator III	\$3,257.04	\$3,958.94
Plant Operator XL	\$4,016.32	\$4,156.90
Principal Engineer	\$4,640.11	\$6,090.14
Principal Financial Analyst	\$3,694.37	\$4,848.86
Purchasing Agent	\$3,637.65	\$4,774.42
Quality Coordinator	\$3,985.83	\$5,231.41
Receptionist	\$2,029.41	\$2,466.76
Senior Accountant	\$3,314.23	\$4,349.93
Senior Database Administrator / Developer	\$3,875.52	\$5,086.62
Senior Engineer	\$4,144.15	\$5,439.20

**UNION SANITARY DISTRICT PAY SCHEDULE**

Effective August 24, 2014		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Senior Geographic Information System (GIS)/Database Administrator	\$3,875.52	\$5,086.62
Senior Information Technology Analyst	\$3,432.55	\$4,505.22
Senior Network Administrator	\$3,785.53	\$4,968.51
Senior Planner/Scheduler	\$3,648.47	\$4,788.62
Senior Process Engineer	\$4,144.15	\$5,439.20
Storekeeper I	\$2,853.67	\$3,468.66
Storekeeper II	\$2,996.34	\$3,642.08
Technical Training Program Manager	\$3,625.89	\$4,758.98
Utility Worker	\$2,190.65	\$2,662.75

Approved by: \_\_\_\_\_  
 President, Board of Directors

Date: \_\_\_\_\_

# Memorandum of Understanding



June 6, 2013 - August 31, 2016

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## **Memorandum of Understanding**

### **Forward**

The District and the Union recognize that the work environment and the nature of work are changing and will continue to change in the future. We are committed to working jointly to address that future, and to making the necessary changes in the most productive way for all stakeholders.

With this Memorandum of Understanding, we have attempted to build a foundation using mutual respect, open communication and trust. The Union and Management recognize that each party has a distinct and separate role in the organization. We also want to acknowledge that we have found many common interests and that we share the mutual goal of the continued success of Union Sanitary District.

Management recognizes that the Union is a stakeholder in the District, is accountable to its constituents, and wants to have the employees meaningfully involved in determining the direction of the organization. The Union recognizes that Management is accountable to the District's Board of Directors and is responsible to ensure that the organization is competitive within the industry and operates in the best interests of its ratepayers. Collectively, we are committed to the collaborative framework we have created to achieve these goals.

Both parties are jointly committed to the long-term success of the organization and recognize that perseverance, patience and a lot of hard work lies ahead. This commitment is demonstrated through the joint labor-management committee, Steering Committee, and team-based organization. We recognize that communication is the cornerstone of the relationship that we are building. The union officers and management understand that there will be disagreements; and we are committed to maintaining communication and using collaborative methods, such as interest-based problem-solving, to address issues and to resolve our differences. One way of doing this is through the Joint labor-management committee (JLMC). We envision the JLMC as the steward of this Memorandum of Understanding, facilitating its implementation and providing interpretation of its intent when disagreements arise.

The Union and the District share a mutual goal: We want to improve the quality of life in the working environment for all employees and provide superior customer service through an efficient operation. We believe that we can learn from each other through ongoing interaction and by acknowledging successes along the way. With everyone working together we can fulfill this goal, achieve the District's Mission and strategic objectives, and develop a relationship that makes Union Sanitary District a truly excellent place to work.

### **Preamble**

The authorized representatives of Union Sanitary District (herein called "District") and Service Employees International Union Local 1021 (herein called "Union") have heretofore met and conferred in good faith as required by law.

The District and Union have freely exchanged information, opinions, and proposals and each has fully considered presentations made by each other. As a result, the aforesaid have reached the following understanding which, in accordance with Section 3505.1 of the California Government Code, has been presented to the Board of Directors of Union Sanitary District for determination. This Memorandum of Understanding (MOU) shall apply equally to all classified employees of the District represented by the Union and is subject to all existing laws of the State of California applicable to the District, including the Meyers-Milias-Brown Act (Section 3500-3510 of the California Government Code), ordinances, resolutions, and administrative rules of the District, except as expressly provided to the contrary herein.

Service Employees International Union, Local 1021 is the exclusive recognized representative of all classified employees of Union Sanitary District as specified in the Salary Schedule.

The following are the Rules and Regulations as agreed upon between Union Sanitary District and Service Employees International Union Local 1021.

## **SECTION 1 DISTRICT RIGHTS AND RESPONSIBILITIES**

### **1.1 General**

The rights of the District include, but are not limited to, the exclusive right to determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility; manage and control all property, facilities, and operations of the District, including the methods, means, and employees by which the District's operations are to be conducted; determine the size and composition of the workforce; determine the procedures and standards of selection for employment; relieve its employees from duty because of lack of work, funds, or for other legitimate reasons; maintain the efficiency of governmental operations; determine the content of class descriptions; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and technology of performing its work; and take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.

### **1.2 Management**

The management rights of the District to promote, demote, reprimand, suspend, discharge, or otherwise discipline employees for cause are subject to the grievance procedure hereinafter provided.

## **SECTION 2 EMPLOYEE RIGHTS**

### **2.1 General**

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of exercising these rights.

### **2.2 Agency Shop**

All employees covered by this Agreement, within 30 days of employment, shall:

- execute a payroll deduction authorization form as furnished by the Union and thereby become and remain a member in good standing in the Union, or
- execute a payroll deduction authorization form as furnished by the Union and thereby pay to the Union a fee equal to the regular initiation fee and thereafter a monthly service fee equal to the regular monthly Union dues, or
- certify that he/she is a member of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations, and execute a payroll deduction authorization form as furnished by the Union and thereby pay sums equal to Union dues, initiation fees, or service fees to United Way.

In the event of the employee's separation from regular District service or in the event the employee is appointed to a permanent position in a classification not covered by this Understanding, revocation may take place at the time of such status change.

After a warning is issued by the District, failure of any employee to maintain appropriate payments of initiation fees, union dues, or service fees shall subject him/her to discharge.

The District agrees to deduct from the employee's pay, initiation fees and Union dues, or service fees in lieu of union dues, and provide for payroll deductions to comply with this section.

This section is subject to any existing or future federal or state laws relating thereto.

### **2.3 Hold Harmless**

Service Employees International Union, Local 1021 shall defend, save, indemnify, and hold harmless the District and its officers, agents, and employees from any and all liabilities and claims for damages from any cause whatsoever arising from, connected with, or on account of enforcing Section 2.2 of this agreement on behalf of the Union.

In addition, Service Employees International Union, Local 1021 shall reimburse the District for any and all costs incurred by the District, excluding legal fees, relating to any dispute arising from the Agency Shop provisions.

**2.4 Representatives**

SEIU, Local 1021 may select a reasonable number of employee members of such organization to formally meet and confer at scheduled meetings with District representatives on subjects within the scope of representation, during regular work hours without loss of compensation, subject to the following.

- No employee representative shall leave his/her duty or work station or assignment without specific approval of the employee's coach or manager.
- Such meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedule.

Nothing provided herein, however, shall limit or restrict District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

**SECTION 3 RIGHTS OF RECOGNIZED ORGANIZATIONS**

**3.1 Scope**

Recognized employee organizations have the right to represent their members, and meet and confer in good faith, concerning all matters relating to employee relations, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, nor shall it include any of the District's rights as set forth in Section 1 hereof.

**3.2 Notice**

Except in the case of emergency, each affected recognized employee organization shall be given reasonable notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the District's Board of Directors, and shall be given the opportunity to meet with said body or representative as designated by the Board prior to adoption.

**SECTION 4 EMPLOYMENT STATUS**

**4.1 Employment Designation**

**4.1(a) Full-Time**

A full-time employee shall be scheduled to work a forty (40) hour workweek within a seven (7) day work period. Full-time employees may work an alternate work schedule. Due to changes in the alternate work schedules, full-time employees may, on occasion, work less than a 40-hour workweek with the approval of their coach or work group manager. All benefits are based on full-time equivalent hours unless specified otherwise.

**4.1(b) Part-Time**

A part-time employee shall be scheduled to work a minimum of twenty (20) hours per week. Part-time employees' benefits (medical, dental, vision, life insurance, and short term disability) shall be prorated based on their hours worked during the pay period. (All benefits provisions and accumulations provided in the Memorandum of Understanding are based on full-time employment.) Employees working less than thirty (30) hours are not eligible for the long-term disability insurance. All vacation, holiday, HEC, sick and other leaves shall be accrued on a prorated basis.

**4.1(c) Casual**

A casual employee shall be scheduled to work less than twenty (20) hours per week or is scheduled to work on an as-needed basis which does not exceed an average of twenty (20) hours per week in any six (6) month period. Casual employees shall not be eligible for benefits or accrued leaves.

**4.1(d) Temporary**

A temporary employee shall be scheduled to work on a full time or part-time basis for a temporary period which will not exceed six (6) months. Temporary assignments may be extended beyond a six (6) month period by mutual agreement between the District and the Union. Temporary employees shall not be eligible for benefits or accrued leaves.

**4.1(e) Limited Term**

A limited term employee shall be scheduled to work on a full time basis for a temporary period which is greater than six (6) months but does not exceed two (2) years. The limited term assignment may be extended up to twelve (12) months by mutual agreement between the District and the Union. Prior to recruiting for the limited term appointment, the District shall outline the scope of work which is to be performed and the expected time frame of the limited term appointment. The limited term employee shall be hired using the process which is provided in Section 20 of the MOU. A limited term employee shall receive the same salary and benefits which are provided to a permanent employee in the same classification. In the event the employee is hired for a permanent position without a break in service from the limited term position, the employee shall receive seniority credit for all purposes for the time served in the limited term position.

A limited term employee will be considered an internal candidate for any recruitment which may occur while the employee is working.

**4.2 Original Date of Hire**

The date the employee begins work for the District.

**4.3 Anniversary**

The date the employee begins work in a particular position. This is subject to change by personnel action such as a promotion or demotion.

**4.4 Years of Service**

For benefits related to years of service:

- For Full-Time Employees and eligible Limited Term Employees, the original date of hire will be used to determine years of service.
- For all other employees, years of service will be determined based on the number of hours while in an active employment status, except for eligibility for step increases, which will be based on Original Date of Hire.

**4.5 Seniority**

Seniority is defined for each employment designation as follows:

- Full-Time Employee – Seniority shall be defined as the employee’s original date of hire with the District.
- Part-Time Employee – Seniority shall be based on the number of hours while in an active employment status.
- Casual Employee – Seniority shall be based on the number of hours while in an active employment status.
- Temporary Employee – Seniority shall be based on the number of hours while in an active employment status provided that the employee does not have a break in service between the employee’s temporary employment and appointment as a regular employee.
- Limited Term Employee – Seniority shall be defined as the employee’s original date of hire with the District, provided that the employee does not have a break in service between the employee’s limited term appointment and their appointment as a regular employee.

Seniority is defined as above except as provided herein.

Employees who move from non-bargaining unit positions to bargaining unit positions after March 1, 2007 will have seniority as follows:

- For the purpose of a layoff, seniority is defined as the employee’s original date of hire with the District.
- For all other purposes under the Memorandum of Understanding, seniority is defined as the employee’s original date of hire with the District minus any hours spent in a non-bargaining unit position.

In the event that a non-bargaining unit employee is involuntarily assigned to a bargaining unit position, the Union and the District will meet and confer regarding the impacts of the assignment.

**4.6 Probationary Period**

For new employees, the probationary period shall be six (6) months. The probationary period will be extended beyond six (6) months for a period equal to the number of days of unscheduled absence. Additionally, subject to the conditions contained herein, the probationary period may be extended up to nine (9) months by the District and may be extended up to twelve (12) months by mutual agreement of the District and the Union. New employees will be provided a performance expectation plan and will be evaluated at three (3) and five (5) months of employment. If the employee is not provided a performance expectation plan and evaluations do not occur, the probationary period will not be extended. The Union will be provided notice of any probationary period extension.

For promoted, transferred or demoted employees, the probationary period shall be six (6) months. The employee will be provided a performance expectation plan upon promotion/demotion.

After an employee is promoted, if the District determines the employee unqualified at the end of the full probationary period, the employee may be returned to the position previously held. Probation will be waived if the employee returning to the previously held position was a permanent employee under that classification.

**4.7 Promotion**

A promotion is the result of reassignment of an employee to a position in a class with a higher maximum salary. Since the promoted employee is entering a new position with new duties and responsibilities, the promoted employee embarks on a new probationary period. The promoted employee also is given a new anniversary date which is the effective date of the promotion.

**4.8 Transfer**

A transfer is the result of a horizontal reassignment to a new position of the same salary but not necessarily the same classification title except as provided in Attachment B.

**4.9 Demotion**

A demotion is the result of a reassignment of an employee to a position in a class with a lower maximum salary. In this action the employee is assigned a new anniversary date and embarks on a new probationary period unless demoted to a class previously held.

When an employee is unable to satisfactorily meet the requirements of his/her work, he/she may be demoted by the District to a lower classification.

When an employee is involuntarily demoted to a lower position not previously held, such demotion will not replace a permanent employee.

The District may also demote or transfer employees due to lack of work.

When an employee is unable to perform his/her work satisfactorily due to a job-connected injury, but is able to perform work satisfactorily in a lower classification, the District may assign the employee to work in the lower classification, although it may mean laying off a permanent employee in that lower classification who has less seniority. The decision as to the employee's performance ability will be made by the District.

**4.10 Temporary Assignments**

Temporary job assignments of employees not to exceed thirty (30) continuous days will be made when deemed necessary by the District to augment crews due to work load.

Temporary job assignments of employees exceeding thirty (30) continuous days will be made when deemed necessary by the District to replace employees on any leave or for any reason that is temporary in nature.

Employees available for temporary job assignments will be considered on the basis of both ability to perform work and seniority.

If two employees have equal ability, seniority will govern.

## **SECTION 5      COMPENSATION**

### **5.1      Schedule of Salaries**

The salary plan shall provide five salary steps for all classes of positions in the classified service. Salary step increases shall be earned, shall be subject to satisfactory service, and shall not be considered a right of the employee. After an employee completes twelve (12) months of continuous service in the same position except as provided in Section 5.1 (a) and 5.4 below, the employee may be advanced to the next higher rate of compensation as set forth in the schedule upon recommendation of the coach and approval of the manager (see provisions of this Section below). After the employee has satisfactorily completed twelve (12) additional months of service at that step, he/she may be advanced to the next step upon recommendation of the coach and approval of the manager. After reaching step 5 (upon recommendation of the coach and approval of the manager), the employee shall remain at the same rate provided for at step 5 while he/she continues to serve in the same position, subject to satisfactory service.

**5.1 (a)** The salary of an employee who has been promoted will be set at a step in the new range that is at least five percent (5%) above his/her existing salary, but not greater than Step 5 of the new salary range at the time of promotion.

**5.1 (b)** An employee who is has been promoted within a class series shall be eligible for the next highest salary step in the following manner:

If the employee received an increase of 6% or less upon promotion, the employee shall be eligible for the next salary step increase upon completion of 12 months of continuous service in the new classification.

If the employee received an increase of greater than 6% but no more than 7%, the employee shall be eligible for the next salary step increase upon completion of 15 months of continuous service in the new classification.

If the employee received an increase of greater than 7% but no more than 8%, the employee shall be eligible for the next salary step increase upon completion of 18 months of continuous service in the new classification.

If the employee received an increase of greater than 8% but no more than 9%, the employee shall be eligible for the next salary step increase upon completion of 21 months of continuous service in the new classification.

If the employee received an increase of greater than 9%, the employee shall be eligible for the next salary step increase upon completion of 24 months of continuous service in the new classification.

The employee will be eligible for subsequent step increases, if available, upon completion of each 12 months of continuous service in the new classification.

**5.1(c)** A new salary schedule will be created based on keeping the current step 5 and adjusting all prior steps, so that there is 5% between steps.

Effective June 6, 2013, the new schedule will apply to classifications in which all employees are currently at step 5, new employees and employees who promote into a new classification.

Employees who are currently at steps 1-4 shall remain on the salary schedule in effect prior to June 6, 2013 until they reach step 5 or promote into a different classification.

### **5.2      Salary Increases**

- a) Effective June 6, 2013, there will be a 3.5% cost of living increase in all steps of all classifications.
- b) Effective March 1, 2014, there will be a 3.5% cost of living increase in all steps of all classifications.

- c) Effective March 1, 2015, there will be a 3.5% cost of living increase in all steps of all classifications.
- d) Effective March 1, 2016, there will be a 3.5% cost of living increase in all steps of all classifications.

### **5.3 Alternate Compensation**

- 5.3(a)** The current programs will remain in place through June 30, 2013. Effective July 1, 2013 the District will allocate \$35,000 per year to fund the alternate compensation program. The initial recommendation is to apportion the funds in the following manner:
- \$20,000 to the Goal portion of the program
  - \$10,000 to Career Development and Certificate Pay
  - \$5,000 for a Special Recognition program

These amounts may be modified by the joint labor-management process in Section 5.3 (b) or 5.3(c).

- 5.3(b)** A joint labor-management task force will be formed to review and revise the Alternate Compensation Program. Revisions to the program will be made consistent with the guidelines provided by the Negotiating Team.

The Task Force will complete and provide its recommendation(s) to the JLMC. The JLMC will approve any modification to the Alternate Compensation Program.

- 5.3(c)** The program will be evaluated after one year of operation to determine cost effectiveness and may be continued, discontinued or modified as recommended by a Joint Labor-Management Task Force and approved by the JLMC.

### **5.4 Plant Operator Salary Progression**

- 5.4(a)** In addition to the annual service-based salary increases, Plant Operator III Trainees shall be eligible for the following salary progression:

1. Increase of one (1) step for passing the Grade II Wastewater Treatment Plant Operator exam given by the State Water Resources Control Board.
2. Progression to the Plant Operator II salary schedule, at the appropriate step providing a five percent (5%) increase, for obtaining a Grade II license and meeting the Plant Operator II competency standards.
3. Increase of one (1) step for passing the SWRCB Grade III exam.
4. Promotion to Plant Operator III, at the appropriate step that gives an employee a five percent (5%) increase, for obtaining the Grade III license and passing the Plant Operator III competency standards.

- 5.4(b)** A step increase of one step (up to Step 5) will be provided to a Plant Operator II when he/she passes the Grade III operator licensing exam.

### **5.5 Salary on Transfer**

The salary will be set at the same step in the range of the new classification as occupied in the previous position.

### **5.6 Salary on Demotion**

When an employee demotes to a position from which he/she was previously promoted, he/she will be paid at the rate of the step held in the lower classification at the time of the promotion. This section does not apply to disciplinary action.

When an employee is involuntarily demoted to a position in a lower classification which the employee did not previously hold, the employee will be placed at no less than the same step in the lower classification which the employee held in the classification from which he/she is demoted.

**5.7 Temporary/Special Assignment Pay**

In the event any classified employee 1) is temporarily assigned to and performs duties in a classification higher than his/her own or 2) performs work that requires higher-level knowledge, skills and ability than their current classification requires and may be temporary or long term, the District will pay the employee in the following manner:

- 5.7(a)** The employee will be paid five percent (5%) above the employee’s normal hourly rate or one dollar (\$1.00), whichever is greater, but in no case greater than Step 5 of the higher-paid classification, for each hour performing the higher-level work.
- 5.7(b)** After 60 consecutive calendar days in which the employee works all his/her normally assigned work hours in the same assignment, the employee will be paid at the rate the employee would receive had he/she been promoted to the higher level classification according to MOU Section 5.1(a), for the duration of the assignment.

Any assignments exceeding 60 consecutive calendar days will be reviewed at the JLMC. For unclassified positions, the first step of the higher class is defined as eighty percent (80%) of the most current Market Survey Average (MSA) for the classification.

- 5.7(c)** In the event an employee performs work which requires certification by an agency outside the District and such work is not required of all employees in the same classification, the employee shall be paid consistent with Section 5.7(a).

Additionally the employee will be paid consistent with the following schedule for initial certification and recertification. Changes and additions to the schedule will be approved by the JLMC.

Certificate	Initial Certification	Renewal	
Underground storage tanks	\$300	\$300 (every 2 years)	
Crane Operator*	\$600	\$600 (every 5 years)	+ \$4.00/hr while operating the crane, in lieu of 5.8(a)
Backflow/Cross Connection Prevention	\$400	\$400 (every 3 years)	
Qualified Applicator**	\$250	\$100 (every 2 years)	

\* Certified crane operators will receive \$4.00/hour when operating the crane, which includes lifting a load, planning out the lift of a load, rigging the load, setting up the crane for a lift, conducting the pre-trip inspection of the truck, training others/in training, inspecting the truck or performing preventive maintenance, driving to and from job site where the lift will be performed, and stowing truck. If multiple crane operators are on-site and working together to perform the task, then all operators will be paid.

When the truck is on the job site, but isn’t being used or when the truck is being driven to the repair shop, the employee is not eligible for the \$4.00/hour premium pay.

\*\*Certified qualified pesticide applicators shall be paid consistent with Section 5.7(a) when performing work, which includes mixing/loading/transporting chemical, applying pesticide, cleaning up, being trained to maintain license, training others, preparing equipment, stowing truck, keeping records, and storing chemical. If two qualified pesticide applicators are on-site and working together to perform the task, then both will be paid.

When the qualified pesticide applicators are in meetings that are not related to pesticide application, and when they are doing other work that are not related to the pesticide application, they are not eligible for the premium pay.

**5.8 Team Coordinator Pay**

- 5.8(a)** Effective the pay period that includes July 1, 2013; Team Coordinator pay will be \$1,000 per year above the employee's regular annual salary, pro-rated and paid each pay period.
- 5.8(b)** In the event that a Team Coordinator is absent for more than 30 days, the TC's responsibilities will be reassigned to another member of the team who will act as back-up TC and receive TC pay while performing TC duties.
- 5.8(c)** At the beginning of the next pay period following return of the TC and resumption of TC duties, the back-up TC will cease receiving TC pay and the original TC will resume receiving TC pay.

**5.9 Operations Coordinator and Back-up Operations Coordinator Pay**

An employee who is assigned the role of Operations Coordinator (OC) shall be paid an additional 5% above the employee's regular salary while performing OC duties.

If the Operations Coordinator is unable to perform the OC duties, the OC pay will be discontinued at the end of the last shift worked unless the OC works only a partial shift and it is necessary for the Back-up Operations Coordinator to assume the duties of the Operations Coordinator for the remainder of the shift.

The Back-up Operations Coordinator will receive OC pay at the time he or she assumes the role of the Operations Coordinator commencing the next tenth of an hour. OC pay for the Back-up Operations Coordinator will be discontinued at the start of the shift following the regular Operations Coordinator's return to work. The Operations Coordinator will resume receiving OC pay at the start of the shift following his/her return to work.

**5.10 Early Step Increase**

- 5.10(a)** Upon recommendation of the coach and approval of the manager, employees new to the District and employees who are promoted or transferred may be advanced to the next step in the salary schedule after six (6) months of service in their new classification, if they have demonstrated above average to outstanding performance. If the employee is advanced to Step 2, 3, or 4, the evaluation date will change to reflect the date of the early step increase and will continue to be done annually on that date. If the employee is advanced to Step 5, the evaluation date will remain the same as the date of the promotion or transfer. This section supersedes 5.1(b) regarding evaluation dates.

**5.11 Shift Differential**

Whenever the District requires work to be performed during the swing and graveyard shifts as stated below, the following will apply.

- 5.11(a)** Employees working a swing shift will be paid a shift differential of 5% of employee's hourly salary.
- 5.11(b)**
  - 1. Employees working a night/graveyard shift will be paid a shift differential of 7% of employee's hourly salary.
  - 2. Beginning March 1, 2007, Plant Operators assigned to night/graveyard shift will receive a salary differential of 12%.
- 5.11(c)** If an Operator is assigned as a single person on shift, the Operator will be paid an additional 2.5% differential for swing shift (total differential of 7.5%) and an additional 3.5% differential for night/graveyard shift (total differential of 15.5%) for all hours worked alone.
- 5.11(d)** Employees regularly assigned to a shift shall be paid shift differential while on vacation or jury duty.

**5.11(e)** In the event a day shift employee is scheduled to start work prior to the employee's normal start time, the following conditions apply.

1. If the start time is less than 3 hours prior to the employee's normal start time, the employee is not eligible for graveyard differential.
2. If the start time is 3 hours or more prior to the employee's normal start time, the employee will be paid graveyard differential in the following manner:
  - a. If 5 or more of the hours occur prior to the employee's normal start time, the employee will be paid graveyard differential for all hours worked.
  - b. If less than 5 hours occur prior to the employee's normal start time, the employee will be paid graveyard differential for those hours prior to the normal start time.

## **5.12 Paycheck Distribution**

**5.12(a)** District paystubs (sent electronically) and District paychecks (in individual envelopes) will be made available to current, resigning and retiring employees no later than Friday following the close of the pay period, or the 2<sup>nd</sup> Friday following the close of the pay period for employees whose shift ends on Wednesday.

**5.12(b)** Employees who are terminated will receive a paycheck at the end of their last day.

**5.12(c)** Direct Deposit of paychecks is available.

**5.12(d)** Vacation Paychecks will be made available to employees prior to their leaving on vacation, subject to the following:

- The employee requests a vacation check by submitting a written request to payroll at least two (2) weeks prior to commencing said vacation.
- These paychecks will be available only if the vacation extends beyond the pay periods and the employee is on paid leave on normal paydays.

## **SECTION 6 HOURS OF WORK**

### **6.1 Hours**

**6.1(a)** A full-time employee shall be scheduled to work a forty (40) hour workweek within a seven (7) day work period. Full-time employees may work an alternate work schedule.

**6.1(b)** All part-time and casual employees will be required to work the schedule of hours as assigned.

**6.1(c)** Full-time and part-time employees who work more than five and one-half (5 ½) hours in a workday will have a designated one-half hour unpaid meal period.

**6.1(d)** Individual employees may vary their starting and ending times with management approval and as long as sufficient coverage is provided during the hours that the District is open to the public.

**6.1(e)** Additionally, employees may be required to adjust their hours on occasion to meet contractor/project work-hour needs. Employees are expected, if necessary, to adjust daily work hours to provide needed coverage in the absence of another employee in their work group.

### **6.2 Shifts Defined**

A day shift is any full day between 6:00 a.m. and 6:00 p.m. as designated by management. A swing shift is any full day between 3:00 p.m. and 12:30 a.m., as designated by management. A graveyard shift is any full day between 11:00 p.m. and 8:30 a.m., as designated by management. A night shift is any full day between 6:00 p.m. and 6:00 a.m., as designated by management.

### **6.3 Alternate Work Hour Schedules**

- 6.3(a)** Alternate work schedules are defined as daily or weekly schedules which are different from the standard eight (8) hour work-day or five (5) day work-week.
- 6.3(b)** Alternate Work Hour Schedules may be developed by teams through a joint problem-solving process which includes both management and affected employee representatives.
- 6.3(c)** The proposed alternate schedules will address the following areas: safety, productivity, minimal staffing, adequate supervision, customer input and a description of how the work will get done, including staffing for holidays, vacations, sick leave, and overtime. (Teams should use the template provided to submit schedule.)
- 6.3(d)** Schedules must comply with the Fair Labor Standards Act (FLSA).
- 6.3(e)** Management and the Teams will agree on Performance Measures and/or Service Levels including unscheduled leave usage and overtime. Alternate schedules shall not increase the use of overtime or sick leave. The Team will include how agreements will be met in their submittals. Service Level Agreements between affected teams must be in place prior to development of an alternate schedule.  
  
Alternate schedules which are developed by the team will be reviewed by the Executive Team prior to the trial period. In the event that the joint group cannot agree upon an alternate schedule, the decision to work an alternate schedule will be made by management.
- 6.3(f)** Any new schedules will be done a trial basis. Criteria will be developed which will be used to evaluate the schedule at the end of the trial period.
- 6.3(g)** Management will notify the Team when service levels and/or Service Level Agreements are not being met. Notification must include what service levels and/or Service Level Agreements are not being met and the timeframe in which the team must respond. Examples of service levels and/or Service Level Agreements not being met are an increase in leave usage, incomplete work assignments, customer complaints, or jobsite safety violations. Examples of response times required to correct deficiencies and/or meet the service levels and/or Service Level Agreements can vary from one work-day for safety and customer complaints, up to six (6) work-days to develop an action plan which addresses leave usage, staff coverage, and Service Level Agreements.
- 6.3(h)** If the Team does not address management's concerns within six (6) work-days, the team will revert to an 8-hr schedule or another mutually agreeable work schedule.
- 6.3(i)** Teams will be required to do an annual review of their Alternate Work Schedules until the schedule has been in place for a period of two (2) years. After two (2) years on an alternate schedule during which the service level agreements, performance expectations and other criteria have been met, the schedule will not require annual review and will only be addressed if service levels and/or Service Level agreements and/or performance standards are not being met.
- 6.3(j)** Overtime will be assigned as necessary to meet District needs. Assigned work on the employee's alternate work-day off will be compensated as overtime.

### **6.4 Scheduling and Shift Assignment**

- 6.4(a)** Management holds the right to determine minimum daily workforce requirements, which includes qualification/skills and staffing components. Teams may participate in the discussions regarding the determination of minimum daily workforce requirements.
- 6.4(b)** Decisions about how to meet daily workforce requirements will be made by the teams. This includes: vacation, holidays, other reasons away from work (e.g., conference and meetings), overtime (who gets it) and shift assignments.

- 6.4(c)** The procedure(s) for deciding overtime, shift assignments and coverage, which includes vacation, holiday, and other reasons away from work, will be determined by the team in accordance with each team's decision-making process.
- The team's procedure must ensure that the District's operational needs are met.
  - The team's decision will not be modified more often than once a year.
  - The team may incorporate seniority into the procedure.

Management will ensure that the procedure agreed to by the team is followed.

- 6.4(d)** If a team cannot agree on a procedure for shift assignments and overtime selections, seniority will be used to determine the necessary selections.
- 6.4(e)** If a team cannot agree on a procedure for deciding vacation, holiday, and other reasons away from work, the following procedure will be utilized:
- Selection will be made by District seniority.
  - To qualify, selections must be made by November 30th of each year, for the following calendar year.
  - All selections other than those approved through the procedure outlined above shall be approved, when operational needs permit, on a first-come basis.

## **6.5 Scheduled Work After Regular Hours**

This section applies to scheduled work and does not apply to emergencies or disaster response, which is covered by other sections of this MOU.

For the purpose of this section, a shift change shall be defined as a scheduled change from the employee's normal shift to a shift which starts 4 or more hours before their normal start time.

### **6.5(a) Work Hour Restrictions**

1. The maximum consecutive hours an employee may work on a shift is 16 hours.
2. An employee must be given a minimum 9 hour rest period between shifts.

### **6.5(b) Work Hours and Compensation for Change in Shift**

1. When an employee is required to make a shift change to conduct scheduled work on a graveyard shift, the employee will earn two and one-half (2.5) hours of vacation for each scheduled event in which the employee participates. Events may be a single day or multiple days. If the scheduled event is cancelled before the employee reports to work, the employee will not receive the vacation credit.
2. If an employee receives less than 48 hours' notice for the scheduled work requiring a shift change, the employee will receive an additional 3 hours of compensation at their normal rate of pay.
3. If an employee leaves his day shift early for the rest period prior to the night shift work and has worked less than his/her normal shift hours, the District will allow the employee to use Administrative Leave to complete his/her shift for that day.
4. If the night shift work is completed before the employee completes his/her normal scheduled number of work hours, the District will make additional work available for the employee so that he/she may work a full shift. If the employee chooses to go home early, he/she will be required to use vacation, HEC, Flex or SLIP leave to complete a full shift.
5. Employees will receive shift differential in addition to the above.

#### **6.6 Rest Periods – Unscheduled Work**

When an employee is called back to work and completes work after midnight, the employee will be entitled to an 8-hour rest period. Before leaving work, the employee will notify their Coach that they are taking a rest period. Before returning to work, the employee will contact their Coach.

If there are at least 3 hours remaining in their regular shift, the employees will work the remainder of the shift and the balance of hours will be made up by Paid Administrative Leave. If the employee requests not to return to work, and the Coach agrees, the employee may utilize discretionary leave or Flex for the remaining hours in their regular shift.

If there are less than 3 hours remaining in their regular shift, the employee will not return to work. The coach may reassign the remaining hours to be worked on another day(s) during the same work week or the employee may use Flex or discretionary leave for the remaining hours, if the Coach agrees. The balance of the hours will be Paid Administrative Leave. If additional hours or assignments are not available, the Coach may elect to pay all of the remaining hours with Paid Administrative Leave.

In the event that the employee is called back to work within two (2) hours of the start of the employee's normally scheduled shift, the employee shall remain at work and complete the shift and the employee shall not be eligible for a rest period.

#### **6.7 Plant Operator Shift Reassignment**

**6.7(a)** In making reassignments from one shift to another, assignments shall be made on the basis of seniority and skills. If employees have relatively equal skills, seniority will govern.

**6.7(b)** Employees shall be given at least one (1) week notice of reassignment, whenever possible.

**6.7(c)** The provisions of this section shall be implemented only should there be a vacant permanent position on a shift, at which time this section shall control said assignment procedure. This provision shall not limit the District's rights to reassign said employees on a temporary basis or for training purposes.

#### **6.8 Construction Inspectors Weekend Hours**

Construction Inspectors scheduled for weekend duty shall be scheduled for a minimum of three (3) hours.

#### **6.9 Cleanup Time**

Employees who, in the course of their job assignment, perform work which necessitates cleanup will be allowed ten (10) minutes cleanup time prior to the end of that shift.

#### **6.10 Rest Periods**

Rest periods shall be for a period of fifteen (15) minutes during the work period before the meal period and for a fifteen (15) minute period during the work period after the meal period provided, however, rest periods are not scheduled during the first or last hour and one-half (1-1/2) of such periods of work. These hours may be changed at the discretion of management. Employees will not be permitted to leave the location of their work for the purpose of these rest periods.

In the event that overtime following the close of shift is determined by management to involve one (1) or more hours, a fifteen (15) minute rest period will be granted prior to the start of said overtime. A fifteen (15) minute rest period will be granted for each two (2) hours of overtime worked.

#### **6.11 Vehicle Use During Lunch**

Employees on jobs in the field who desire to purchase food or non-alcoholic beverages will be permitted to use a District vehicle, if available, for that purpose during their lunch period.

Due to the nature of work at the wastewater treatment plant, employees in the operating groups are provided with uniforms that frequently become soiled in the course of performing their jobs. Such employees may use one District vehicle to make a single trip for the purpose of purchasing lunch. The use of more than one District vehicle during the lunch period for such purpose will result in the loss of this privilege. All other employees who wish to purchase food off-site during the lunch period are expected to use their own vehicles to do so.

## **SECTION 7 OVERTIME**

### **7.1 Overtime**

- 7.1(a)** Work performed in excess of forty (40) hours in the workweek; and work performed in excess of eight (8) consecutive hours in one (1) day or work performed in excess of the employee's normal scheduled day, whichever is greater (exclusive of the meal period and alternate work schedules), shall constitute overtime. All hours in paid status shall constitute hours worked for the purpose of calculating overtime. The overtime rate will be one and one-half (1.5) times the straight-time regular rate.
- 7.1(b)** Overtime will be performed by the employee regularly assigned to the work involved. Crews will be augmented, when deemed necessary by management, to include other employees qualified to perform the work involved.
- 7.1(c)** Whenever possible, the District will endeavor to provide employees with an equal opportunity for overtime work. Teams may develop agreements consistent with this provision.

### **7.2 Flex Time**

- 7.2(a)** Flex Time is paid time off which is accumulated by converting overtime to paid time off at the rate of one and one-half times for each hour worked. Use of Flex Time is limited to the conditions below.
- 7.2(b)** Employees working on an alternate work schedule will be allowed, with prior approval, the option of using Flex Time when there is a holiday in the workweek or the work schedule is modified and results in less than the employee's normal workweek (some examples of modification are traveling, training, or rotating to a different shift or team).
- 7.2(c)** Flex Time may also be used in conjunction with HEC under the following conditions:
1. Flex Time must be used in conjunction with no fewer than five (5) hours of HEC.
  2. Flex Time can be used with HEC a maximum of three (3) times per fiscal year.
  3. Employees working a twelve (12) hour shift must track the number of occurrences per fiscal year and include the information on the leave request form.
- 7.2(d)** A maximum of twelve (12) hours of Flex Time will be allowed to be banked. Flex Time will automatically be carried forward to the next fiscal year; however, employees have the option of selling back their unused Flex Time once per year during the last full pay period of the fiscal year.
- 7.2(e)** Flex Time will not be used as vacation leave.

### **7.3 Payment of Overtime**

Payment of overtime will be made at the end of the pay period following the pay period in which the work was performed.

### **7.4 Holiday Overtime**

Any work performed on a holiday as specified in this MOU shall be paid at the rate of time and one-half (1.5) the regular rate of pay, plus holiday pay.

A rotating schedule employee who performs work on a holiday as outlined in Section 8.2(a) shall be compensated at the rate of one and one-half (1.5) for all hours worked. Additionally, the employee shall receive eight (8) hours of holiday pay. Employees who work Thanksgiving, Christmas and New Year's Day may convert up to twelve (12) hours at the straight time rate to time off subject to the HEC rules.

### **7.5 Call-Back Pay**

If an employee who has completed his/her normal shift for the day is called back to work after the end of shift, the employee shall, upon reporting for a scheduled call back and upon notification for an unscheduled call back, receive a minimum of two (2) hours' work at the overtime rate (time and one-half) or, if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at the overtime rate. Employees called back to work on a holiday shall receive a minimum of three (3) hours' pay at the overtime rate. This provision does not apply to instances in which the employee is scheduled to report

before the employee's regular starting time, and is held at the work site from the time the employee reports until the end of the employee's normal shift.

## **7.6 On-Call Duty**

### **7.6(a) Compensation**

Workers assigned on-call duty will receive additional pay, at Step 5 of the employee's classification, of one and one-half hours per weeknight (3:30 p.m. to 7 a.m.), two and one-half hours per Saturday (7:00 a.m. Saturday to 7:00 a.m. Sunday), and three hours per Sunday and holiday (7:00 a.m. to 7:00 a.m. the following day) except for Plant Operators as provided in 7.6(d) below.

### **7.6(b) Collection System Workers**

1. On-call duty will be assigned to all eligible and qualified Collection System Workers on an equal opportunity basis by the Collection Services management.
2. All Collection System Workers will be required to take on-call duty. When assigned on-call duty, if it is not feasible for the employee to take calls, for whatever reason, it is the employee's responsibility to find another qualified employee to take his/her on-call duty. Specific procedures are contained in the Collection Services On-Call Policy and Procedure.
3. If the assigned employee misses an assignment by reason of absence from work, assignment from other Collection System Workers will be made at the discretion of management. Collection System Workers assigned to on-call duty will be issued a beeper during the week they are assigned. Weeknight on-call begins each day after shift ends and weekend on-call (Saturday, Sunday, or holiday) is from 7:00 a.m. to 7 a.m.

### **7.6(c) Mechanics and Instrument Technicians/Electricians**

1. On-call duty will be assigned to all eligible and qualified Mechanics and Instrument Technicians/Electricians, as outlined in USD Policy #6940. Separate lists will be established for Instrument Technicians/Electricians and Mechanics. One (1) Mechanic and one (1) Instrument Technician/Electrician will be scheduled for each on-call period. Management, consistent with Team agreements, will assign on-call duty. On-call duty will be assigned only during hours when employees are not regularly scheduled to work. An employee who is off work due to vacation, sick leave or other time off will not be assigned on-call duty on their day off.
2. In the event an employee on-call is called out and resolves the call out by telephone, the employee shall be compensated for a minimum of thirty (30) minutes or actual time worked at the overtime rate (time and one-half).
3. When the employee exceeds the minimum call out, the employee will be compensated at the rate of time and one half (1.5) for all hours worked.
4. Mechanics and Instrument Technicians/Electricians responding to call out may respond directly to the site in their own vehicle or may respond to the plant, get a District vehicle and drive to the site of the problem.
5. In the event that an employee has an accident when responding to a remote site in his/her own vehicle and it is determined that the employee was not at fault, the District will reimburse the employee for the cost of the employee's deductible, up to \$1000.
6. In the event that the number of Instrument Technicians/Electricians (ITEs) available for on-call duty is projected to drop below 4, for a period exceeding 4 weeks, the following procedure shall be followed.

A group of management and union employees, to be named by the JLMC, will meet to review implementing one or more of the following options:

- 1) Utilize remaining, eligible ITEs to staff the on-call assignments and provide an additional 2 hours of vacation leave to any individual that is on call for two weeks or more within two pay periods.
- 2) Utilize a probationary employee in the rotation, if the employee is technically capable (determined by management), and utilize the Coach having electrical/instrumentation background (qualified Coach) as a back-up to respond to the call out.
- 3) Train and utilize a current USD employee with electrical background to be on-call with the qualified Coach as a back-up.
- 4) Hire a journey level electrician from outside the District to serve as a limited term employee, who would be trained in District specific equipment and work at USD and be on-call. Qualified Coach would be the back-up.
- 5) Include the qualified Coach in the rotation for on-call.
- 6) Train a current USD employee to troubleshoot specific equipment that may lead to frequent call-outs.

Selection of an option will be based on consideration of the following:

- Availability of eligible staff
- Anticipated duration of period with less than 4 staff available for on-call duty
- Workload during the period
- Vacation schedules

If the group is unable to agree on an option, Option 1 will be used.

#### **7.6(d) Plant Operators**

1. On-call duty will be assigned to all eligible and qualified Operator III's on an equal basis by the Treatment and Disposal Services management staff. On-call duty will be assigned during those shifts where only one (1) employee with a Grade III certificate is scheduled on duty.
2. Operators who are scheduled to work the twelve (12) hour shift and are assigned to carry a pager under the mandatory on-call system will receive additional pay at the Operator III classified range Step 5, of two (2) hours per on-call shift on Monday through Friday and three (3) hours per on-call shift on Saturday, Sunday and holidays.
3. Operators who are scheduled to work a shift other than twelve (12) hours and are assigned to carry a pager under the mandatory on-call system will receive additional pay at the Operator III classified range Step 5, of one and one half (1.5) hours per standby shift on Monday through Friday, two and one-half (2.5) hours per on-call shift on Saturday and three (3) hours per on-call shift on Sunday and holidays.
4. All Operator III's are required to take on-call. On-call duty will initially be assigned on a quarterly basis at the same time that vacation is assigned, and as needed thereafter. When assigned on-call duty, if it is not feasible for the Operator III to take the calls, for whatever reason, it's the employee's responsibility to find another qualified Operator III to take his/her on-call duty. Specific procedures are contained in the Treatment and Disposal Workgroup On-Call Assignment Procedure.
5. Operator III's who are assigned on-call duty and are required to report to work will receive overtime pay at the rate of time and one-half (1.5) if any of the following conditions are met:
  - 1) The Operator III works more than 40 hours in the designated workweek;
  - 2) The Operator III is required to work 3 consecutive on-call shifts in a row; or
  - 3) The Operator III would not receive 8 hours off between the on-call shift and his/her normal work shift.

6. Any Operator III who is assigned to on-call duty and is required to report to work will receive a minimum of 8 hours off/rest at the completion of the call-back shift.
7. Any Operator III who is required to work five (5) consecutive twelve (12) hour shifts within a period of five (5) calendar days may request a schedule change that provides for time off for the period of twenty-four (24) hours after the completion of the five (5) consecutive shifts. The Operator shall provide the Treatment and Disposal Coach notice at the start of the fifth consecutive shift or twenty-four (24) hours notice, whichever is longer, of their desire for time off. The Treatment and Disposal Coach shall provide the requested time off and may approve an additional time up to forty-eight (48) hours if operational needs permit.

**7.7 Meal Allowance**

Effective June 6, 2013 the meal allowance paid by the District is \$10.00. Effective January 1, 2015 the meal allowance paid by the District will be \$12.00. Employees will be eligible for a meal allowance after completion of the first two (2) hours of overtime worked immediately prior to or after the scheduled shift of the employee. Employees will be eligible for the meal allowance for each subsequent continuous four (4) hours of overtime worked after completion of the first two (2) hours of overtime described above.

All scheduled overtime shifts on the employee's day off will be based on eight (8) hour days. An employee will be eligible for a meal allowance after completion of the first two (2) hours of overtime prior to or after the scheduled eight (8) hour overtime shift.

Employees called out on unscheduled overtime will be eligible for a meal allowance after completion of four (4) hours of overtime worked and for each subsequent continuous four (4) hours thereafter.

**7.8 Mileage Allowance**

Employees who use their own vehicle in the conduct of approved District business shall be reimbursed per mile at the current IRS mileage rate. Also, those employees who are called back to work not in conjunction with their assigned shift, shall be reimbursed per mile at the current IRS mileage rate.

**SECTION 8 HOLIDAYS**

**8.1 Holidays for Monday through Friday Schedule**

**8.1(a) Schedule**

The following holidays are allowed for all employees working a Monday-Friday schedule, with pay. If a holiday falls on a Saturday, the previous Friday will be the observed holiday. If a holiday falls on a Sunday, the following Monday will be the observed holiday. When the Christmas and New Year's holidays fall on Friday and Saturday, Thursday and Friday will be the observed holidays. When Christmas and New Year's holidays fall on Sunday and Monday, Monday and Tuesday will be the observed holidays.

Holiday	2013/14	2014/15	2015/16	2016/17
Independence Day	07/04/13	07/04/14	07/03/15	07/04/16
Labor Day	09/02/13	09/01/14	09/07/15	
Thanksgiving Day	11/28/13	11/27/14	11/26/15	
Day After Thanksgiving	11/29/13	11/28/14	11/27/15	
Christmas Eve	12/24/13	12/24/14	12/24/15	
Christmas Day	12/25/13	12/25/14	12/25/15	
New Year's Eve	12/31/13	12/31/14	12/31/15	
New Year's Day	01/01/14	01/01/15	01/01/16	
M.L. King's Birthday	01/20/14	01/19/15	01/18/16	
Presidents' Day	02/17/14	02/16/15	02/15/16	
Memorial Day	05/26/14	05/25/15	05/30/16	

**8.1(b) Holiday of Employee's Choice (HEC)**

In addition to the above holidays, each employee covered by this section shall be entitled to 16 hours of Holiday of Employee's Choice (HEC), per fiscal year, scheduling of HEC is subject to the approval of management. HEC must be taken during the fiscal year and may

not be carried over from one fiscal year to the next. The employee's unused HEC will be transferred to the employee's Catastrophic Leave Bank.

Time off for urgent personal business may be deducted from accrued vacation leave or Holiday of Employee's Choice. See Section 9.3 on Urgent Personal Business.

**8.2 Holidays for Rotating Schedule**

**8.2(a) Schedule**

The following holidays are recognized for all employees working a rotating day-off schedule. For the purpose of this section, the dates selected to observe holidays reflect the actual date of national observance.

Holiday	2013/14	2014/15	2015/16	2016/17
Independence Day	07/04/13	07/04/14	07/03/15	07/04/16
Labor Day	09/02/13	09/01/14	09/07/15	
Thanksgiving Day	11/28/13	11/27/14	11/26/15	
Day after Thanksgiving	11/29/13	11/28/14	11/27/16	
Christmas Day	12/25/13	12/25/14	12/25/15	
New Year's Day	01/01/14	01/01/15	01/01/16	
Memorial Day	05/26/14	05/25/15	05/30/16	

**8.2(b) Holiday of Employee's Choice (HEC)**

In addition to the above holidays, each employee covered by this section shall be entitled to 48 hours of Holiday of Employee's Choice (HEC) per fiscal year, scheduling of HEC is subject to the approval of management.

Employees will schedule at least 40 hours of HEC by December 31 and all remaining HEC by March 31. "Scheduled" does not mean "taken" by said date.

At the end of the fiscal year an employee may be entitled to receive reimbursement for up to thirty-two (32) hours of HEC at one and one-half times the regular rate of pay provided that the employee was unable to take the HEC as time off. A maximum of 16 hours of any remaining HEC will be transferred to the employee's Catastrophic Leave Bank. See Holiday of Employee's Choice Policy and Procedure #5650.

Time off for urgent personal business may be deducted from accrued vacation leave or Holiday of Employee's Choice. See Section 9.3 on Urgent Personal Business.

**SECTION 9 VACATION LEAVE**

**9.1 Vacation**

Vacation leave will be accrued per pay period by all full-time employees at the following rates.

Years of Service	Hours Per Pay Period	Days Per Year
Date of Hire to End of Year 3	3.0800	10
Beginning of Year 4 to Year 9	4.6160	15
Beginning of Year 10	4.9280	16
Beginning of Year 11	5.2320	17
Beginning of Year 12	5.5440	18
Beginning of Year 13	5.8480	19
Beginning of Year 14	6.1600	20
Beginning of Year 15	6.4660	21
Beginning of Year 16	6.7680	22
Beginning of Year 17	7.0800	23
Beginning of Year 18	7.3840	24
Beginning of Year 19 and on	7.6960	25

**9.2 Accrual/Use**  
Vacation leave earned may be taken after the employee completes six (6) months of consecutive service.

**9.3 Urgent Personal Business**  
Time off for urgent personal business, when approved by management, will be deducted from accrued vacation leave or Holiday of Employee's Choice, at the employee's option, in a minimum of one (1) hour increments.

**9.4 Carry-Over**  
Vacation leave will be permitted to be carried over from one year to the next, with the maximum vacation leave accruable equal to the employee's current yearly rate plus fifteen (15) days.

**9.5 Additional Carry-Over**  
Notwithstanding the provisions above, employees may submit a request for additional carry-over. The General Manager or his/her designee will consider these requests and render a decision thereon within ten (10) working days. The decision of the General Manager will be final.

**9.6 Vacation Sell-Back**  
Employees accruing vacation at a rate of fifteen (15) or more days per year may sell back to the District a maximum of forty (40) hours of accrued vacation (using whole hour increments only) per fiscal year. Reimbursement shall be made by multiplying the employee's current hourly rate times the number of hours to be sold.

## **SECTION 10 SICK LEAVE**

### **10.1 Accrual**

**10.1(a)** Sick leave will be allocated in a lump sum at the beginning of the fiscal year. For employees hired after July 1, sick leave will be prorated based on the employee's date of hire.

**10.1(b)** The annual ninety six (96) hours of sick leave will be divided into two portions: sixty four (64) hours will be placed in the employee's sick leave account and thirty two (32) hours will be placed in the employee's Catastrophic Leave Bank.

**10.1(c)** A Catastrophic Leave Bank will be created for each employee. The leave hours that accumulate in this account may be exchanged for additional service credit upon retirement with PERS.

### **10.2 Use of Sick Leave**

**10.2(a)** Employees can use up to sixty four (64) hours of sick leave annually for their own sick leave needs or for the sick leave needs of their immediate family. These sixty-four (64) hours will be the first sixty-four (64) hours of sick leave used each year except as provided herein. When an employee has twenty-seven (27) or fewer hours in his/her sick leave bank and the employee has time off due to a Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA) qualifying event due to his/her own illness or the illness of a family member, the employee may use Catastrophic Leave and retain any remaining sick leave in his/her sick leave bank. Sick leave taken in excess of sixty-four (64) hours that does not meet the criteria for Catastrophic Leave will be deducted from the employee's earned leave balances (vacation or HEC) or will be without pay at the discretion of the employee. Sick leave without pay in excess of thirty-two (32) hours annually is subject to Section 16.

**10.2(b)** Whenever possible, employees should schedule routine appointments outside of normal working hours.

### **10.3 Use of Catastrophic Leave for Employee Illness/Injury**

Use of Catastrophic Leave for Employee Illness/Injury is subject to the following requirements:

**10.3(a)** Must be for an employee's serious health condition which qualifies under the FMLA/CFRA.

**10.3(b)** A physician must complete the FMLA/CFRA paperwork and excuse the employee from work. However, if an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank and has an acute injury or illness for which the employee has verification by a licensed medical professional that the injury or illness required constant documented medical supervision but the employee cannot obtain FMLA/CFRA authorization, the employee will be permitted to use Catastrophic Leave.

**10.4 Use of Catastrophic Leave for the Serious Illness of a Family Member**

Use of Catastrophic Leave for the Serious Illness of a Family Member is subject to the following requirements:

**10.4(a)** Must be a qualifying event under FMLA/CFRA.

**10.4(b)** Physician must complete FMLA/CFRA paperwork and excuse the employee from work.

**10.4(c)** Employee must match leave from his/her Catastrophic Leave Bank with earned leave or leave without pay hour for hour for the first eighty (80) hours used. For the next one hundred sixty (160) hours used, the employee must match Catastrophic Leave on the basis of two (2) hours of Catastrophic Leave for every hour of earned leave or leave without pay at the discretion of the employee. For any additional hours used, the employee must match Catastrophic Leave on the basis of one (1) hour of Catastrophic Leave for every hour of earned leave or leave without pay.

**10.4(d)** Family member is defined as follows:

- A spouse is a partner in marriage as defined in the Family Code Section 300.
- A domestic partner is a registered domestic partner as defined in California Family Code 297.
- A child is a biological, adopted, foster, stepchild, legal ward or child of a domestic partner who is either under the age of 18 or is an adult dependent child. An adult dependent child is one who is incapable of self-care because of a mental or physical disability. The child must meet the Internal Revenue Service standard for dependent children.
- A parent includes a biological, foster, adoptive, stepparent, legal guardian, or person who stood *in loco parentis* to the employee when the employee was a child.

**10.4(e) Use of Catastrophic Leave for Bonding**

An employee may take up to a total of 160 hours paid time off for bonding leave. The employee must match leave from their Catastrophic Leave Bank with earned leave or leave without pay on an hour-for-hour basis. (See Policy # 5640 FMLA/CFRA for maximum number of hours available for bonding leave.)

**10.5 Verification**

Absence due to routine doctor, dentist and medical appointments may require evidence satisfactory to the District. A doctor's certificate or other proof of illness may be required after the third consecutive day of absence on paid sick leave.

**10.6 Notice**

An employee requesting sick leave shall inform management of the fact and the reason thereof no later than the beginning of the shift on the first day of an illness, except that Plant Operators shall inform management at least one hour prior to the beginning of their assigned shift, if possible.

The employee will also inform management of the length of the anticipated absence. Management will reasonably specify how often the employee must call in.

If serious illness or injury prevents the employee from calling in, "notice may be given by the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally." 29 CFR 825. §303.

**10.7 Sick Leave Conversion**

All unused hours of the 64 hours placed in the employee's sick leave account in the last pay period of the payroll fiscal year will be rolled into the employee's CAT bank.

**10.8 Sick Leave Incentive Program**

**10.8(a)** All employees employed as of the first pay period of the payroll fiscal year are eligible to receive incentive awards.

**10.8(b)** For purposes of determining the amount of sick leave used during the payroll fiscal year, any leave designated as sick will be included.

Note: Short term disability will not be considered as part of sick leave.

**10.8(c)** Employees will receive the following awards based on sick leave hours used each fiscal year. Time off must be used within 12 months or will be forfeited.

If the USD average sick leave used is less than or equal to the annual per-employee target of 47 hours, and the average at-work time per week is greater than or equal to the target of 34 hours per employee, the following will be awarded.

SL Hours Used	Option 1: Time Off and Cash Payment	Option 2: Cash Payment Only
0-12	8 hours + \$500	\$800
13-24	8 hours + \$300	\$600
25-36	4 hours + \$250	\$400
37-40		\$250

If the USD average sick leave used is less than or equal to the annual per-employee target of 47 hours, but the target of 34 hours per-employee average at-work time per week is not met, then the following will be awarded.

SL Hours Used	Cash Payment
0-12	\$800
13-24	\$500
25-36	\$250

If the USD annual average sick leave target of 47 hours or less per employee is not met, employees who have used 12 hours or less of sick leave will receive \$800.

Bonding will be tracked for its impact on the incentive plan.

**SECTION 11 FAMILY AND MEDICAL LEAVE ACT (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

We comply with state and federal law.

**SECTION 12 HEALTH AND WELFARE**

**12.1 Medical Insurance**

The District will provide a group health insurance program to all eligible employees and dependents through the Public Employees' Retirement System (PERS) Public Employees' Medical and Hospital Care Act.

**12.2 Group Dental Plan**

The District will provide a group dental plan for all eligible employees and dependents. The plan will be the Delta Group Dental Plan or equivalent, including a \$1,500 per year maximum amount and a \$1,500 maximum, 50% coverage orthodontics plan.

**12.3 Preventive Medical Treatment**

The District will arrange and pay for any preventive medical treatment that it requires the employee to have, including inoculations for tetanus and typhoid, as well as booster shots, as needed.

The District will also pay for employee inoculations for influenza upon request of the employee.

**12.4 Group Vision Plan**

The District will provide a group vision plan for eligible employees and dependents. The plan will be Vision Service Plan (\$5.00 deductible) or equivalent or what the parties determine by mutual agreement.

**12.5 Life Insurance**

Each eligible District employee will receive a \$25,000 term life insurance policy. The employee's dependents will be covered for life insurance of \$5,000. The District will pay the life insurance premiums for employee and dependents.

**12.6 Employee Benefits Account**

**12.6(a)** The District will establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the District. Monthly contributions based on the number of eligible dependents will be placed by the District into the employee's benefits account, which may only be used for medical insurance, dental insurance, and vision care premiums. These amounts include the Minimum Employer Contribution (MEC) as stipulated by PERS.

**12.6(b)** The District shall not treat this payment as compensation subject to income tax withholding or reporting unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are income subject to taxation. Each employee shall be solely responsible for any federal, state, or local tax liability arising out of the implementation of this section.

Designation	Effective 6/19/13	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Employee only	\$ 868.35	\$ 911.77	\$ 948.24	\$ 986.17
Employee + 1	\$ 1709.40	\$ 1794.87	\$ 1866.66	\$ 1941.33
Employee+ Family	\$ 2102.10	\$ 2207.21	\$ 2295.49	\$ 2387.31

**12.6(c)** The minimum monthly employee contribution towards medical shall be in accordance with the table below:

Employee Only	\$20.00
Employee + 1	\$30.00
Family	\$40.00

If employees select plans that are more expensive than District contribution, employees are responsible for paying the difference.

**12.6(d)** Employees may not elect to take this benefit as cash. If any employee chooses a medical plan that is more expensive than the total amount available as provided for in this section, the employee must pay the difference via a payroll deduction.

**12.6(e)** If an employee has proof of coverage under a spouse's or registered domestic partner's or the employee's own United States military plan, the employee may opt to waive medical coverage. In such case, the employee will be paid the following amounts each month, based on the plan level for which the employee is qualified.

Employee only	\$ 150
Employee + 1	\$ 300
Employee + family	\$ 400

**12.6(f)** Medical plan payments for employees in an unpaid leave status will be made by the District in conformance with the PERS medical plan guidelines and the provisions of the FMLA and the CFRA.

**12.6(g)** Employees on an unpaid leave of absence for less than 10 working days (80 hours), or employees on a disciplinary suspension for less than ten (10) working days (80 hours), shall not be subject to a pro-rata reduction for the period of said absence.

**12.7 Section 125 Plan**

The District offers a 125 Plan for classified employees, whereby employees may contribute pre-tax dollars for dependent care and unreimbursed medical expenses. This 125 Plan will follow the regulations outlined by the IRS.

**12.8 Deferred Compensation**

The District has established a deferred compensation program, which employees may participate in on a voluntary basis.

**12.9 Workers' Compensation**

**12.9(a) Workers' Compensation Insurance**

- 1) Workers' Compensation Insurance is carried by the District at no expense to the employee.
- 2) Each employee who suffers an injury or illness during working hours must notify management at once, unless the employee is physically unable to do so. If the injury is undetected, the employee will immediately notify management upon detection of injury.
- 3) Each employee who is unable to work as a result of what is believed to be a job-connected injury or illness must visit a doctor for examination. Necessary forms will be prepared and submitted by the District to the District's workers' compensation insurance claims administrator. If it is determined that the injury or illness is job-connected, no deduction will be made from the employee's sick leave and he/she will be paid his/her rate of pay. When the injury/illness is certified by the District's workers' compensation insurance claims administrator as arising out of and in the course of employment by Union Sanitary District, the employee shall be paid an amount which, together with Workers' Compensation benefits, shall equal his/her rate of pay. In no case shall the employee receive an amount greater than his/her classified rate of pay. These District payments will be continued for a period up to six (6) months (1040 hours) for any one (1) injury or illness. Classified rate of pay will be provided by the District during any waiting period before disability compensation is payable.
- 4) After 360 hours of job-connected injury or illness leave time off, any additional time off will run concurrently with FMLA/CFRA leave.
- 5) After the sixth (6th) month of incapacity, the employee's accumulated sick leave time shall be charged until exhausted as based proportionately upon the difference between his/her rate of pay and the Workers' Compensation benefits to which entitled.
- 6) The District reserves the right to have the employee examined by District doctors at any time(s) following a reported job-connected injury or illness for determination of the employee's ability to return to work.

The decision of the doctor(s) will be final.

Note: Examinations (during the first thirty [30] days after a job-connected injury) by a District-selected doctor will in no way interfere with an employee's right to be seen by his/her doctor if the employee, prior to injury, has given the District written notice of the name and address of his/her doctor. Examinations by a District-selected doctor will be in addition to examination by the employee-designated physician.

- 7) Notwithstanding the foregoing provisions, such payments shall not be made to any employee
  - who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation law
  - whose injury or illness has become permanent
  - who is retired on a permanent disability or pension
  - who refuses to accept other District employment for which he/she is not substantially disabled.

- 8) Any employee bringing action against a third party to recover for injuries or disabilities for which Union Sanitary District has made payments of salary compensation shall forthwith give the District notice of such action, and thereafter Union Sanitary District shall be entitled to reimbursement arising out of any recovery made by the employee in such action or amounts paid for salary or compensation during the employee's disability.

#### **12.9(b) Limited Duty**

- 1) Modified work assignments for job-connected injuries/illnesses will be considered after receipt of adequate medical information regarding the employee's physical limitations. It is mandatory for employees with job-connected injuries/illnesses who have been released by their own treating physician and the District's doctor to perform assigned work within the prescribed parameters set by the medical provider.
- 2) a. Limited-duty assignments will be considered first for job-connected injuries/illnesses.  
b. Only if there is sufficient work will employees returning from being off on extended sick leave for non-job-related injuries/illness be assigned limited duty (per their physical limitations), unless the employee possesses knowledge, skills, and abilities to perform a limited-duty assignment not possessed by an employee off on job-connected injury/illness.  
c. Section 12.9(b) 2 a. and b. above will determine which employees are assigned limited duty. If two employees are equal with regard to a and b above, then seniority will be the tie-breaker. This rule will also apply to situations in which a less senior employee has been given a limited-duty assignment prior to the availability of a more senior employee for limited duty.
- 3) Prior to return to full duty, the employee may be required to obtain a release from the District's doctor(s).

#### **12.10 Disability Insurance Programs**

##### **12.10(a) Long-Term Disability**

The District will provide a long-term disability (LTD) insurance program for each employee.

- Coverage begins ninety (90) calendar days from the onset of disability for disabilities approved by the District's long-term disability insurance provider.
- Effective July 1, 2013 the maximum insured monthly salary is \$7,000 with a maximum benefit of \$4,667 per month.
- District will pay the premiums for employee and dependent health and welfare benefits pursuant to Section 12.6 of the MOU for a period of up to six (6) calendar months.

##### **12.10(b) Short-Term Disability**

- The District will provide a self-funded short-term disability insurance program for each employee, structured along the same guidelines as California State Disability Insurance. Represented employees who have a non-work-related, short-term disability as certified by a licensed medical practitioner are eligible to receive benefits after the seventh consecutive day of disability. Coverage for pregnancy-related disability shall be the same as covered under State Disability Insurance.
- Coverage will be for two-thirds (2/3) of salary to the maximum per week allowed by the State Disability Insurance Fund. The employee must use leave balances to supplement the short-term disability payments. Sick leave shall be used first, then all other available leaves.
- The maximum duration of benefits shall not exceed the waiting period per the District's LTD policy.
- Between the 61<sup>st</sup> and 90<sup>th</sup> day of disability, in the event the employee has exhausted all leaves, the District will supplement the short-term disability payments up to a total of 2/3 of salary. (The maximum insured monthly salary is \$7000 with a maximum benefit of \$4667 per month.)

- The District will pay the premiums for employee and dependent health and welfare benefits for the period during which the employee receives short-term disability insurance payments.

**12.11 Employee Assistance Program**

The District will provide a qualified Employee Assistance Program to assist employees and dependents in successfully handling various normal life stresses, including problems related to work, personal relationships, and major life changes. If the current contractor's service is terminated, the District shall provide the service through another contractor mutually agreed upon by the Union and the District.

**SECTION 13 MILITARY DUTY**

An employee will be allowed military service leave for active duty, in accordance with the provisions of the Military and Veterans Code of the State of California. Leave of absence with pay will be granted to an employee required to report for Selective Service Physical Examination. The District will make whole employees who are on regular (annual) military leave, but no employee shall receive more than his/her regular pay

**SECTION 14 JURY OR SUBPOENAED WITNESS DUTY**

The District will grant employees time off work without loss of pay for Jury or Subpoenaed Witness Duty unless it involves personal business.

**SECTION 15 FUNERAL LEAVE**

**15.1** The District will grant a paid leave of absence to full-time employees in case of death in the immediate family to prepare for and attend funeral services. Immediate family is defined as parent, spouse, registered domestic partner, child, child of a domestic partner, brother, sister, grandparent, or parent-in-law, except that a relative residing in the same household may, for the purpose of this section, be considered immediate family. The employee will be allowed a leave of absence not to exceed twenty-four (24) hours without charge to employee's accrued leave.

**15.2** Absences for the purpose of attending funerals as set forth above, in excess of the allowed twenty-four (24) hours, will be charged against the employee's Catastrophic Leave Bank, accrued vacation, Flex Time or HEC, at the option of the employee, with the approval of management.

**SECTION 16 LEAVE WITHOUT PAY AND BENEFITS**

Employees requesting leave without pay shall do so in accordance with established District policy. The decision to approve or disapprove said leave shall rest solely with the District and shall not be subject to the provisions of the grievance procedure as outlined in this agreement. Those employees who receive approval of their requests must take said leave in one (1) hour increments (using whole hours only). There will be no leave accruals during said approved leave without pay. Employees shall reimburse the District for the pro rata share of all employee benefit costs paid by the District during any absence greater than 80 hours within the same calendar month.

**SECTION 17 LAYOFFS**

**17.1 Layoff**

**Prior to a layoff the District shall**

**17.1(a)** Create a labor -management task force.

**17.1(b)** The labor-management task force shall look at the other opportunities (work) within the District prior to any layoffs. In these discussions the labor-management task force should consider the future needs of the District and identify potential areas where work will be, and train employees who may be subject to layoff prior to the termination of any contract for District services.

**17.1(c)** Part of the discussion of the labor-management task force will include what type of incentives, if any, that the District can offer to encourage employees to volunteer for separation.

**In the event of a layoff the District shall**

**17.1(d)** Assist with job placement.

**17.1(e)** If retraining is required, employees must be able to meet the minimum qualifications of the classification within a 6-month period. Depending on the classification the 6-month period may be extended.

**17.2 Procedure**

Whenever the District requires a reduced workforce due to a reduction or revision in the service being performed in any work group, the employee(s) with the greatest seniority will be retained, provided they are qualified to perform the remaining jobs in the affected work group or if, in the opinion of management, the employee(s) can be trained to perform the work within a reasonable length of time. The District will notify the employee(s) to be laid off thirty (30) calendar days in advance. Service credits accumulated by the employee(s) laid off will be retained.

Whenever an employee is laid off due to lack of work, the District will provide him/her with severance pay in the lump sum amount of one (1) day's pay, at the time of severance, for each year of service in the employ of the District.

**17.3 Return to Work**

Return of employee(s) to the work group will be conducted in the reverse order of layoff beginning with the last employee laid off. The order of call back will only be modified if an employee who has been laid off is not available for return to work. The employee's right to call back will be limited to one (1) year from date of layoff.

In cases of equal length of service, management will determine the order of call back by considering the overall job knowledge, ability, and efficiency of the employee.

**SECTION 18 LONG TERM STAFFING**

**18.1** Union and Management representatives will address long-term staffing needs which are consistent with the strategic plan.

**18.2** When requested by the Executive Team, a joint group will be selected by the Joint Labor-Management Committee (JLMC) to carry out a long-term staffing analysis and present recommendations to the Executive Team.

**18.3** Every three years, the JLMC will determine whether a joint group needs to be created for the purpose of carrying out a long-term staffing analysis.

**18.4** Whenever a joint group is working on long term staffing, the JLMC and the District staff will be informed of the group's work and outcomes and will provide input as needed.

**SECTION 19 EVALUATING VACANCIES**

**19.1** It is the intention of the District to solicit and use input from the affected Workgroup's employees when filling a vacancy or establishing a new position, as defined in Attachment B

**SECTION 20 RECRUITMENT AND SELECTION PROCESS**

**Step #1:** When there is a classified vacancy to fill, the hiring manager will meet with a joint group of classified and unclassified employees to discuss management's interests related to the particular position. The joint group will consist of no fewer than four people, 2 management and 2 classified employees who know the work; plus employees from the affected professional group, if appropriate; and a Human Resources professional, unless the parties mutually agree to change the composition of the panel.

- Step #2:** The joint group will determine if a useable list exists for the current vacancy. If a useable list exists, a process will be followed to poll current employees for interest in applying for the position. If there is interest, the joint group will screen and test any internal candidates and merge them into the existing list.
- Step #3:** If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the group to design the selection process, which includes developing application materials, screening applications, and developing the Qualifications Appraisal Interview (QAI) and other relevant selection processes. The joint group will determine who is on the QAI panel and will oversee and/or participate in the selection process, in order to establish the rating and ranking of candidates for further consideration. The joint group will recommend candidates for the hiring interview.
- Step #4:** The joint group will select, and may participate in, a hiring interview panel, which may include the hiring manager, if he/she desires. The hiring interview panel conducts the hiring interview, including evaluation of the finalists' "fit" with the team/organization, work history, motivation, etc. The panel makes a recommendation of the top candidate and other candidates to be considered by the hiring manager. If internal and external candidates are determined to be "substantially equal," preference will be given to internal candidates. If two or more internal candidates are determined to be "substantially equal," seniority will be given a preference. Note: "Substantially equal" candidates are those candidates whose total combined scores on all testing components are within a five percent (5%) range of each other.
- Step #5:** The hiring manager will conduct a hiring interview and will make a tentative selection.
- Step #6:** The manager will then meet with the joint group to discuss his tentative selection before making the final decision.
- Step #7:** The joint group will ensure that an evaluation process (identifying performance expectations and evaluation criteria, etc.) is established following the candidate's appointment. Management, with team input, will establish performance expectations. The team will observe and assess the probationary employee and recommend to management whether or not the employee is eligible to pass probation. The final decision will be made by the management staff. Following probation, the joint group will meet with management to debrief the hiring process.

## **SECTION 21 EDUCATIONAL IMPROVEMENT**

### **21.1 Reimbursement**

To encourage District employees to improve their knowledge, the District will reimburse employees for educational expenses consistent with Employee Education Policy (Policy # 5330) and provide for student loans under the Computer Purchase and Student Loan Program (Policy # 2920).

### **21.2 Operator Certification Fee Reimbursement**

**21.2(a)** The District will reimburse employees whose positions require them to be certified by the State of California under the Mandatory Wastewater Treatment Plant Supervisors and Operators Law to include

- all examination fees for taking and successfully passing certification examinations and renewal fees
- filing fees for the first through the third filing, provided the employee is determined to be qualified to take a particular examination.

**21.2(b)** When a certification examination is to be administered during an eligible employee's regularly scheduled work hours, said employee will be allowed sufficient time off with pay to take said examination, provided that said employee has given management a written request for time off to take the examination, including the date, place, and time of the examination, at least thirty (30) days in advance.

### **21.3 Employee Certification Fee Reimbursement**

**21.3(a)** The District will reimburse examination, registration, and renewal fees for other required certifications. In addition, the District will reimburse these fees for other employees who

desire CWEA or State Operator Certification, State Professional Licensing, and any other professional or paraprofessional certification, as approved by management.

- 21.3(b)** Filing fees are reimbursed by the District unless the employee is determined not to be qualified to take the examination or does not pass the examination after three attempts.

## **SECTION 22 SEPARATION PAYMENT ALLOWANCES**

### **22.1 Vacation and HEC**

An employee who separates from District employment or whose employment has ended will be paid for accumulated vacation and HEC time at the classified step rate of pay in effect at time of separation.

### **22.2 Overtime Payout**

An employee who separates from employment or whose employment is terminated will be paid for overtime and Flex Time pursuant to the appropriate provision.

### **22.3 Death/Sick Leave Payout**

**22.3(a)** Upon the death of an employee, the stipulated beneficiary will be paid an amount equal to one-half (1/2) the employee's accumulated sick leave at the classified salary in effect at the time of the employee's death.

**22.3(b)** Overtime and accumulated vacation due an employee who passes away while employed with the District will be paid to the employee's stipulated beneficiary. If there is no stipulated beneficiary, it will be paid to the estate of the employee.

## **SECTION 23 RETIREMENT**

### **23.1 Public Employees' Retirement System (PERS)**

#### **23.1(a) Public Employees' Retirement System (PERS) Contributions for "Classic Members"**

In accordance with the employee deduction schedule specified in the Public Employee's Retirement System Unmodified Formula Plan, for employees who meet the definition of "Classic Members" under the Pension Reform Act of 2013, the District shall pay six percent (6%) of the employee's contribution to PERS to the employee's account. The employee shall pay, on a pre-tax basis, the remaining two percent (2%) of the employee contribution to PERS.

In addition to the 2% payment above, the employees will contribute the following amounts to PERS:

Effective 6/6/13, employees will pay additional contribution of 1.5% for pension (this contribution will be a portion of the employer contribution in order to maintain the current EPMC for highest salary year purposes).

Effective 3/1/14, employees will pay additional contribution of 1.5% for pension for a total contribution of 3.0% (this contribution will be a portion of employer contribution in order to maintain the current EPMC for highest salary year purposes).

Effective 3/1/15, employees will pay additional contribution of 1.5% for pension for a total contribution of 4.5% (this contribution will be a portion of employer contribution in order to maintain the current EPMC for highest salary year purposes).

Effective 3/1/16, employees will pay additional contribution of 1.5% for pension for a total contribution of 6% (this contribution will be a portion of employer contribution in order to maintain the current EPMC for highest salary year purposes).

Total contribution paid by employees shall not exceed 8%.

**23.1(b) PERS Contributions and Benefits for “New Members” Hired after January 1, 2013**

Employees who are New Members hired on or after January 1, 2013 will have pension contributions as specified in Government Code Section (GCS) 7522.30 and benefits consistent with GCS 7522 et al.

**23.2 PERS Options**

**23.2(a) PERS Options for “Classic Members”**

- The District's existing PERS Retirement Contract for “Classic Members”:
- provides the 2.5% @ 55 retirement formula.
- allows employees to retire with benefits under the PERS system based upon the highest year of compensation
- allows the 6% Employer Paid Member Contributions (EPMC) to be included by PERS in the employee's pay rate.

**23.2(b) PERS Options for both “Classic” and “New Members”**

- converts unused sick leave at the time of retirement to additional service credit at the rate of 0.004 year of service credit for each eight (8) hours of unused sick leave (approximately 2000 hours of sick leave equals one (1) additional year of service credit).
- provides the option for employees to buy back military service and apply it to their retirement credit
- provides 4<sup>th</sup> level PERS 1959 Survivor Benefits. A deduction of two dollars (\$2.00) per month, per employee, is required.

**23.3 Retiree Medical Reimbursement**

**23.3(a)** This reimbursement shall include any contribution made by the District directly to PERS, including the Minimum Employer Contribution (MEC) for retiree or spouse or registered domestic partner. (In the event of the death of the retiree, the MEC will be made on behalf of the surviving spouse or registered domestic partner.)

For employees who retire from the District after February 28, 2001, a monthly reimbursement, up to Three Hundred Dollars (\$300), will be provided for medical coverage (except as described below).

**23.3(b)** For employees who retire from the District after February 28, 2008, the monthly reimbursement for medical coverage shall be as follows under Public Employees' Medical and Hospital Care Act (PEMHCA):

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$300
Employees with fifteen (15) but less than twenty (20) years of District service	\$350
Employees with more than twenty (20) years of District service	\$400

**23.3(c)** For employees who retire from the District after February 28, 2010, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$300
Employees with fifteen (15) but less than twenty (20) years of District service	\$400
Employees with more than twenty (20) years of District service	\$500

**23.3(d)** For employees who retire from the District on or after July 1, 2013, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$350
Employees with fifteen (15) but less than twenty (20) years of District service	\$450
Employees with more than twenty (20) years of District service	\$550

**23.3(e)** For employees who retire from the District on or after July 1, 2015, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$375
Employees with fifteen (15) but less than twenty (20) years of District service	\$475
Employees with more than twenty (20) years of District service	\$575

**23.3(f)** The District shall not treat the District reimbursement to the medical retirement plan as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such reimbursements are taxable income subject to withholding. Each retired employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

#### **23.4 Eligibility for Retiree Medical Reimbursement**

**23.4(a)** To be eligible for the benefit described above, the employee must retire under a regular or disability PERS retirement, must be at least 50 years of age, and must have been employed by the District for at least ten (10) years.

**23.4(b)** The retiree must maintain enrollment in a medical insurance plan. The retiree must notify the District within thirty (30) days of the retiree's and/or spouse's eligibility for Medicare. The surviving spouse or registered domestic partner of an eligible retiree shall remain eligible until his/her death or remarriage, and the spouse or registered domestic partner must maintain enrollment in a medical insurance plan as described in this paragraph.

**23.4(c)** The reimbursement amount shall provide for the actual medical premium cost for the retiree and dependent(s). At no time shall the retiree receive in excess of the premium amount.

**23.4(d)** In the event of the death of an employee prior to retirement who would be qualified for benefits, the surviving spouse or registered domestic partner shall remain eligible until his/her death or remarriage or entrance into a new registered domestic partnership, and the spouse or registered domestic partner must maintain enrollment in a medical insurance plan as described in Section 23.4(b).

**23.4(e)** The retiree is responsible for maintaining eligibility requirements and for notifying the District of any change in eligibility status. If the retiree fails to report any change in status within thirty (30) days of the change, the retiree shall refund any excess amounts received.

**23.4(f)** Checks will be issued quarterly to the retiree, surviving spouse, or surviving registered domestic partner. The District may require verification of medical plan enrollment and costs.

**23.4(g)** Employees who separate from the District and do not retire are not eligible to receive the retiree health benefit.

#### **23.5 Retiree Medical Benefits Actuarial Study**

The District will share with the Union any reports on the status of funds in the interest-bearing reserve account established by the District to be used toward the payment of retiree medical benefits.

### **SECTION 24 SAFETY**

**24.1** The District and the Union are committed to having a safe and healthful work environment; complying with all federal, state, and District safety regulations; and creating an atmosphere that promotes safety and employee health.

**24.2** No employee will be expected to, nor shall any employee be permitted to, perform work in an area or manner deemed to be unsafe according to the applicable standards established by state and federal law and District Policies and Procedures.

- 24.3** In accordance with the Injury and Illness Prevention Program (IIPP), the Safety Committee shall be composed of classified, unclassified, and management representatives from throughout the District. The Union may appoint one representative to the Committee.
- 24.4** This Committee will meet on a regular basis to promote safe work practices, investigate safety hazards and recommend remedial action in a timely manner, and promote communication about safety matters.
- 24.5** Consistent with the District’s IIPP, any violation of safety policies, procedures, or safe work practices will result in appropriate disciplinary action, up to and including the possibility of termination of employment.

**SECTION 25 SAFETY RECOGNITION PROGRAM**

The Union and Management agree to maintain a Safety Recognition Program, which will promote and recognize safe behavior. This program will be funded by the District at \$15,000 per fiscal year for non-management employees.

The Joint Labor Management Committee shall establish a joint Task Force to develop and monitor the program. The Task Force shall include the Environmental Health and Safety Program Manager. The Task Force shall develop a program which will incorporate individual, team and District-wide elements. The program shall be submitted to the JLMC for review and implementation. The JLMC will be responsible for conducting an evaluation of the effectiveness of the Safety Incentive Program a minimum of every 2 years.

**SECTION 26 PROTECTIVE CLOTHING AND EQUIPMENT**

**26.1 Uniforms**

**26.1(a)** The District will furnish, at no expense to the employee, all safety equipment required, including hard hats, safety shields, goggles, gloves, rain gear, rubber boots, work jackets, work shirts, and trousers to all employees whenever their work requires such items to be worn.

**26.1(b)** The District will furnish and provide for laundering work clothing to the following classified employees.

Classification	Items
Collection System Worker	11 sets, 3 regular jackets, 1 winter jacket
Janitor	11 sets, 3 regular jackets, 1 winter jacket
Maintenance Worker	11 sets, 3 regular jackets, 1 winter jacket
Mechanic	11 sets, 2 regular jackets, 1 winter jacket
Auto Mechanic	11 sets, 2 regular jackets, 1 winter jacket
Utility Worker	11 sets, 2 regular jackets, 1 winter jacket
Instrument Technician/Electrician	11 sets, 2 regular jackets, 1 winter jacket
Storekeeper	11 sets, 2 regular jackets, 1 winter jacket
Painter	11 sets, 2 regular jackets, 1 winter jacket
Planner/Scheduler	11 sets, 2 regular jackets, 1 winter jacket
Plant Operator	11 sets, 2 regular jackets, 2 winter jackets
O&M Technician	11 sets, 2 regular jackets, 2 winter jackets
Laboratory Analyst	11 lab coats, 1 regular jacket, 1 winter jacket
Chemist	11 lab coats, 1 regular jacket, 1 winter jacket
Laboratory Director	11 lab coats, 1 regular jacket, 1 winter jacket
Engineering Technicians	5 sets, 2 regular jackets, 1 winter jacket
Construction and EC Inspectors	5 sets, 2 regular jackets, 1 winter jacket
Maintenance Assistant	3 coveralls

In addition, there will be twenty (20) coveralls available for emergency use.

**26.1(c)** All employees issued uniforms, protective clothing, and equipment are required to wear all items when performing assignments in a work area requiring this clothing. Uniforms are defined as all clothing assigned to an employee for specific work assignments.

**26.2 Safety Glasses**

**26.2(a)** Whenever the work requires safety glasses to be worn, they will be furnished by the District, consistent with District policy, from a current prescription furnished by the employee, to those employees regularly wearing corrective glasses.

**26.2(b)** It is the responsibility of each employee to make every reasonable effort to maintain the clothing and equipment provided in good working order.

**26.2(c)** In every case, management and/or the District Safety Committee will determine the need for protective clothing and equipment.

**26.3 Safety Shoes**

**26.3(a)** When safety shoes are determined to be necessary by the District, employees will purchase said shoes and may purchase one pair of insoles per pair of shoes as required. Employees will be responsible for any costs incurred above the price limits set by the Safety Committee.

**26.3(b)** The District and Union agree to discuss safety shoe reimbursement as necessary. The Safety Committee will continue to meet throughout the duration of this MOU to review the reimbursements. Employees will be notified of any changes in the reimbursement schedule.

**26.4 Clothing**

No District-provided clothing or equipment may be taken home without the express prior approval of management. However, those employees who come in contact with sewage or other contaminated materials shall not take such contaminated clothing and equipment home under any circumstances.

**26.5 Release Time for Safety Equipment Purchase**

Release time of up to one hour per pair of safety shoes/glasses will be provided to purchase equipment. Such time must be approved in advance by management.

**SECTION 27 UNION STEWARDS**

**27.1 Stewards**

The Union may designate, in writing, a reasonable number of members to act as stewards, not to exceed 10% of the employees represented, unless mutually agreed to. A steward is any designated member of Local 1021 Union Sanitary District Chapter for the purpose of representing the membership in District matters. This includes officers, shop stewards and appointees. Stewards shall notify management anytime they need to conduct Union business during work hours. Stewards must consider the impact of interrupting work schedules and schedule meetings, whenever possible, to minimize disruption of the workforce. Notification shall be verbal or message with follow-up to steward's immediate coach or work group manager. The District will allow stewards reasonable time during work hours to assist union members in contract matters.

**27.1(a)** On election and periodically thereafter, the Union president and his or her coach will meet to discuss impacts on the workload.

**27.1(b)** The Union officers, stewards, and the affected teams' coaches will meet and develop a plan to mitigate the impacts, if three or more are from a single work group or there are other factors that could have a negative impact on the workforce.

**27.1(c)** There will be a periodic check-in with the JLMC on how well the agreements are working.

**27.2 Meet and Confer**

For the purpose of meeting and conferring on a successor agreement to this MOU, the Union may designate at least five (5) Union representatives who will be allowed release time for this purpose. Additional Union representatives will be decided by mutual agreement. Should one (1) authorized representative be unable to attend a meeting, the Union may appoint an alternate to substitute for the absent representative.

**27.3 Scheduled Release Time**

The District recognizes the benefit of maintaining an informed Union membership and has authorized release time for the following:

- Membership meetings: 1 hour per month
- Union leadership meetings: 1.5 hours per month
- JLMC will set their own agreements for representation and attendance
- Union leadership may have additional release time for Union leadership meetings with the approval of the General Manager

**27.4 Joint Labor-Management Committee (JLMC)**

The District will continue its practice of regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing issues important to both parties including developing, maintaining, and enhancing the labor-management relationship.

**27.5 Training**

The District may grant release time to attend Union-sponsored training. Training needs will be discussed at the JLMC meetings.

**SECTION 28 ACCESS TO WORK LOCATIONS BY UNION REPRESENTATIVES**

**28.1 Access**

Reasonable access to employee work locations shall be granted Union officers and their officially designated representative for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation.

District management will arrange for representatives of the Union to contact members so as not to interfere with normal operations or with established safety or security requirements.

**28.2 Limitations**

Solicitations of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours.

**SECTION 29 USE OF BULLETIN BOARDS AND DISTRIBUTION OF PUBLISHED MATERIALS**

**29.1** Bulletin boards are available for use by the Union exclusively for posting of notices and published materials.

**29.2** All such notices and materials must be approved for posting on the bulletin boards by a management representative. This approval is also required for any published material to be distributed to the employees.

**29.3** Material will be limited to matters pertaining exclusively to Union Sanitary District employees. This will not preclude the posting of notices such as those pertaining to general meetings, elections, and social functions of the Union. All material must be removed as soon as practical and in no event shall remain on the board over thirty (30) days.

**29.4** Should the Union fail to abide by these rules, it will forfeit its right to have materials posted on District bulletin boards, after thirty (30) days' written notice.

**SECTION 30 PERSONNEL FILES**

**30.1** The District shall maintain only one (1) official personnel file. Employees are entitled to review and make copies of contents, subject to the State Government Code. An employee may designate, in writing, a Union representative to review his/her file and make any necessary copies.

**30.2** The District must furnish one copy of any item placed in an employee’s personnel file at the time of placement, at no cost to the employee. Copies may be obtained at a later date with a ten cents (\$.10) per page copy charge. One copy of material contained in an employee’s personnel file relating to disciplinary actions and grievance investigation and resolution shall be provided to the Union at no charge.

**30.3** Documents of employee disciplinary action will be retained in the employee personnel file for the time period specified below. In the event that the employee has had no further disciplinary action during the time period in which the document is in the personnel file, the document will then be moved to a separate historic disciplinary file. In the case of written reprimands, the records will be destroyed five (5) years from the date the document was issued, provided that no further disciplinary action has occurred during that five (5) year period.

A Human Resources representative will notify the employee when the employee’s historic disciplinary file is reviewed. It is the employee’s responsibility to review his/her files and request documents be moved (or destroyed) in accordance with the agreed upon schedule.

<b>Type of Disciplinary Action</b>	<b>Years to be retained in Personnel File</b>
Written Reprimand	3 years
Suspension of less than 3 days	5 years
Suspension of 3 to 10 days	7 years
Suspension of more than 10 days	10 years
Suspension of any length for violence in the workplace, sexual harassment, or protected class discrimination	10 years

Historic disciplinary files can only be reviewed under the following conditions:

- Subpoena or request by an administrative agency
- In the event future disciplinary action is being considered
- By the employee or the employee’s authorized representative

**SECTION 31 TEMPORARY AND CONTRACT WORK**

**31.1 Contract Work**

Periodically, new elements of work may be identified that could be performed by either USD employees or outside contractors. The “Contract Work Flow Chart” and the “Contract Work Decision Making Guidelines” included in Attachment C will be used to make this evaluation. The following process will be used to review contract work:

- 1) Each of the operating work groups will create a consistent joint group with a maximum of 6 members to follow the flow chart and to make decisions regarding contracting out work. This group should consist of the employees who are involved in the planning of the work. Other work groups will establish a joint group as needed.
- 2) Work groups may decide on specific tasks which can be contracted out on a regular basis without the need to use the flow chart each time this work is needed. Contract work will be reviewed on periodic basis to ensure the reasons for contracting out the work remains valid.
- 3) If the joint group cannot make a consensus decision on how work should be accomplished, the decision will be made by the Work Group Manager. The Work Group Manager will explain to the joint group the basis for his decision.
- 4) If work is contracted out, a determination should be made about the value of shadowing the contractor for training/learning and quality assurance purposes.
- 5) The Work Group Steward will be notified when contracting out of work is being considered.
- 6) All contracted work will be reviewed annually by a JLMC task force to look for trends and evaluate whether the work can be done internally in the future.

**31.2 Temporary Workers**

Periodically management may identify work that may be appropriate for temporary workers. When evaluating the need for hiring temporary workers, the process shown in Attachment D, “Temporary Work Flow Chart”, will be followed.

**31.3 Temporary Work Report**

The District shall provide monthly reports to the JLMC concerning the number of temporary employees performing classified work, by name, date of hire, type of job duties, hourly pay or agency pay rate, proposed duration of assignment, and reasons for assignment.

**SECTION 32 INVESTIGATIONS**

Within two (2) working days of the determination by management to conduct an investigation that could lead to disciplinary action, the District will notify the impacted employee(s) and the Union that an investigation is going to take place or is already underway. The notice will designate a Human Resources employee as the lead or contact person.

During the investigation, Human Resources will provide updates regarding the investigation to the impacted employee(s) and Union every three (3) working days.

A Union representative will be present during interviews with any classified employee, unless the employee declines Union representation.

In the event that a disciplinary matter is the subject of an arbitration hearing, the arbitrator may not consider a failure to meet the time limits contained herein as a basis to reverse or modify the disciplinary action.

**SECTION 33 GRIEVANCE PROCEDURE**

**33.1 Purpose**

The purpose of the grievance procedure is to:

- promote improved employee relationships by establishing grievance procedures on matters defined below
- afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after a reasonable effort has failed to resolve them through discussion
- provide that grievances shall be settled as near as possible to the point of origin
- provide the grievance procedure shall be as informal as possible.

**33.2 Matters Subject to Grievance Procedure**

For the purpose of this MOU, a grievance is defined as an allegation by a permanent or probationary, promoted, demoted, or transferred employee that the District has failed to provide a condition of employment which is established by ordinance, resolution, written departmental rule, or by this MOU; and provided that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined under Section 3, Rights of Recognized Organizations.

**33.3 Discipline**

An employee who has received a Notice of Proposed Discipline and has received the decision of the “Skelly Officer” may appeal the Skelly Officer’s decision within six (6) regular working days in accordance with Section 33.5(b) Second Level of Review, or request Step 2 of the Informal Grievance Procedure [Section 33.4(b)] be followed.

The designated Skelly Officer shall not be the work group manager who responds at the second level of review.

### **33.4 Informal Grievance Procedure**

#### **33.4(a) Step 1**

An employee who has a grievance, problem, or complaint should first try to get it settled through discussion with his/her coach, with or without his/her steward, and without delay. The coach must give the employee an answer within one (1) working day.

If, after this answer, the employee does not believe the issue has been satisfactorily resolved, he/she shall then have the right to file a formal grievance in writing or pursue Step 2 of the informal process within six (6) working days.

If the incident in which the employee feels he/she is grieved occurred during the absence of the employee from work and he/she had no knowledge of said incident, the six (6) working day period will commence upon his/her return to work.

The request to continue to follow the informal process must be agreed to by both the Union and Management. If Step 2 of the informal grievance procedure is pursued, the parties agree to suspend the time requirements to file a formal grievance [Section 33.5(a) or 33.3 for Disciplinary Grievances].

#### **33.4(b) Step 2 (Optional)**

The General Manager and Union President will meet to discuss the issue and determine the process and who should be involved. The Informal Process may include the employee, union leadership, Human Resources staff, and/or other management.

If there is no satisfactory resolution from the informal grievance process, the employee has the right to file a formal grievance within six working days of the conclusion of the informal grievance process. If the grievance is pursued it will be filed at the Second Level of Review [Section 33.5(b)]. The parties (employee, Union, and Management) may mutually agree to waive the Second Level of Review and the employee may file the grievance at the Third Level of Review [Section 33.5(c)].

**33.4(c)** At any time during the informal process, the employee can file a grievance in accordance with 33.5, ending the informal process.

### **33.5 Formal Grievance Procedure**

#### **33.5(a) First Level of Review**

A grievance shall be presented in writing to the employee's coach as designated. The coach's decision shall be in writing and returned to the employee within (6) working days after receiving the grievance. If the issue is not resolved, or if no answer has been received within six (6) working days, the employee may present the appeal in writing to the next level of authority, as described in 33.5(b). Failure of the employee to take further action within six (6) regular working days will constitute a withdrawal of the grievance.

The employee may request the assistance of a recognized Union organization representative at this or any subsequent step of this procedure.

#### **33.5(b) Second Level of Review**

The work group manager, after receiving the grievance, should discuss the grievance with the employee and his/her steward and also with other appropriate employees. He/she shall render a decision in writing and return it to the grievant within six (6) working days after receiving the appeal. If the issue is not resolved, or if no answer has been received within six (6) working days, the grievant may present the appeal in writing to the next level of authority, as described in 33.5(c).

Failure of the grievant to take further action within six (6) working days after receipt of the decision will constitute withdrawal of the grievance.

**33.5(c) Third Level of Review**

The General Manager, after receiving the grievance, shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance.

**33.5(d) District's Board of Director Review**

If the issue is not resolved with the decision of the General Manager, the grievant may present an appeal in writing to the District Board of Directors or, in the alternative, submit it to arbitration as hereinafter provided. Failure of the grievant to take this action within twenty (20) calendar days after receipt of the General Manager's decision will constitute a withdrawal of the grievance. The District's Board of Director's, after receiving the grievance, will render a decision within twenty-five (25) calendar days, with the decision being final.

**33.5(e) Arbitration**

The Union or the District's Board of Directors may demand that the grievance be submitted to binding arbitration as provided below.

- Demand for arbitration shall be in writing and served on the other party within the time limits set forth in paragraph 33.5(d) above.
- An impartial arbitrator shall be selected from a list of not less than seven (7) names furnished by the State Conciliation Service or the American Arbitration Association, with each party alternately striking one (1) name until a single name remains.
- The arbitrator shall have no power to add to or subtract from or modify any of the provisions of this MOU, District resolutions, rules, or regulations and shall have no power to determine matters not subject to the grievance procedure.
- The impartial arbitrator's decision shall be final and binding on the employee(s) and the District.
- Fees and expenses of the impartial arbitrator, and reporter when desired, shall be paid by the losing party.

**33.5(f) Back Wages**

All claims for back wages shall be limited to the amount that the employee otherwise would have earned less all amounts the employee earned elsewhere during the period in question, less any compensation received or compensation that he/she may have received or could with diligent effort have received from any source during the period in question.

**33.5(g) Decision Final and Binding**

An agreement or mutual decision of the employee and the District reached at any step provided in this grievance procedure, including arbitration, shall be final and binding upon the District and the employee(s).

**33.6 Conduct of Grievance Procedure**

**33.6(a)** The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

**33.6(b)** The employee may request the assistance of an officer of the Union in preparing and presenting his/her appeal at the level of the review by the General Manager or the District Board.

**33.6(c)** The employee and his/her representative may be privileged to use a reasonable amount of work time, as determined by management, in conferring and presenting the appeal.

**33.6(d)** Employees shall be assured freedom from reprisal for using the grievance procedures.

**SECTION 34 MISCELLANEOUS**

**34.1 No Discrimination**

To the extent prohibited by applicable state and federal law, there shall be no discrimination because of race, creed, color, national origin, sex, age, sexual orientation, disability status, or legitimate Union activities against any employee or applicant for employment by the Union, by the District, or by anyone employed by the District.

**34.2 Driver's License/DMV**

The District will pay for all expenses related to securing a Class A or B driver's license, including medical exams and examination and renewal fees.

The District shall be responsible for any vehicle citations issued to District employees driving District vehicles unless there is proven gross negligence on the part of the driver.

**34.3 Former Lead Worker**

For this section, former lead workers are defined as Lead Mechanic and Senior Plant Operator.

**34.3(a)** The work groups will define the role of the former lead workers to allow them to utilize and share their expertise with everyone.

**34.3(b)** The former lead workers will maintain their additional 5% above step 5 in the salary structure, provided they accept the new roles that will be defined.

**34.3(c)** The 5% additional salary will remain until separation or a new lead position is created that incorporates the defined role. If the new lead position does not include the duties of the defined role, the 5% above step 5 will continue.

**34.3(d)** In the event the District recreates lead work classifications, those workers holding lead positions as of September 10, 1997 shall be awarded the recreated positions and former salary differential. Selection shall be based on their seniority in those positions prior to September 10, 1997.

**34.3(e)** If the former lead workers do not accept and continue to fulfill the defined role, or do not accept a newly created lead position, the 5% above Step 5 will be eliminated through Y rating.

**SECTION 35 DISTRICT POLICIES**

Policies in effect as of March 1, 2007, and referenced in this MOU may only be modified by mutual agreement between the District and Unions.

**SECTION 36 DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING PROGRAM**

Designated employees covered by the MOU are subject to the requirements of the Department of Transportation Drug and Alcohol Testing Program as outlined in District Policy #5325.

**SECTION 37 SUCCESSOR**

In the event that Union Sanitary District is merged or absorbed into another agency, the terms and conditions of this MOU shall continue to cover the employees of USD until the expiration of this MOU, or until a mutually acceptable replacement MOU has been completed.

**SECTION 38 SAVINGS**

If any provision of this MOU should be held invalid or outside the scope of bargaining by operation of law or by final judgment of any court of competent jurisdiction, the remainder of this MOU shall not be affected.

In the event of invalidation of any section of this MOU, the parties agree to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement of such section.

**SECTION 39 DURATION**

This MOU shall be in full force through August 31, 2016 and shall continue thereafter except those portions which may be amended, deleted, or modified after a reasonable notice by either party and the opportunity to meet and confer as provided by law resulting in a mutual agreement between the parties.

Service Employee International Union, Local 1021	Union Sanitary District
By: <u>David Drake</u> David Drake President	By: <u>Richard B. Currie</u> Richard B. Currie General Manager/District Engineer
By: <u>Jamie Rojo</u> Jamie Rojo Vice President	By: <u>Judith R. Berzon</u> Judith R. Berzon Human Resources Administrator
By: <u>Mariela Espinosa</u> Mariela Espinosa Secretary	By: <u>S. Andrew Morrison</u> S. Andrew Morrison Collection Services Manager
By: <u>Andrew Baile</u> Andrew Baile Steward	By: <u>Rodlie Arbolante</u> Rodlie Arbolante Customer Service Coach
By: <u>Allen Tamowski</u> Allen Tamowski Member	By: <u>Glenn Berkheimer</u> Glenn Berkheimer IEDA
By: <u>Maurice Fortner</u> Maurice Fortner Steward	
By: <u>Sol Cooper</u> Sol Cooper Steward	
By: <u>Seneca Scott</u> Seneca Scott East Bay Area Director	

**Attachment A1**

**2013 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accountant	1	32.9050	34.5502	36.2778	38.0916	39.9962
Accountant	2	36.1956	38.0054	39.9057	41.9009	43.9960
Accounting Technician	1	28.6771	30.1110	31.6166	33.1974	34.8572
Accounting Technician	2	31.5446	33.1219	34.7780	36.5169	38.3427
Accounting Technical Specialist		35.4878	37.2621	39.1253	41.0815	43.1356
Administrative Specialist	1	28.0304	29.4320	30.9036	32.4487	34.0712
Administrative Specialist	2	29.5057	30.9809	32.5300	34.1565	35.8643
Collection System Worker	1	28.9596	30.4076	31.9279	33.5243	35.2006
Collection System Worker	2	31.8557	33.4485	35.1209	36.8770	38.7208
Lead Collection System Worker		35.0412	36.7933	38.6330	40.5646	42.5928
Communications Coordinator		39.3404	41.3075	43.3728	45.5415	47.8186
Construction Inspector	1	33.6963	35.3811	37.1502	39.0077	40.9581
Construction Inspector	2	37.0658	38.9191	40.8651	42.9083	45.0538
Construction Inspector	3	38.5485	40.4760	42.4998	44.6248	46.8560
Customer Service Fee Analyst		32.0307	33.6322	35.3138	37.0795	38.9335
Engineering Assistant/Plan Checker		41.3276	43.3940	45.5637	47.8418	50.2339
Engineering Technician	1	32.5127	34.1383	35.8453	37.6375	39.5194
Engineering Technician	2	35.7640	37.5522	39.4298	41.4013	43.4713
Engineering Technician	3	39.3404	41.3075	43.3728	45.5415	47.8186
Environmental Compliance Inspector	1	31.8325	33.4242	35.0954	36.8501	38.6926
Environmental Compliance Inspector	2	35.8123	37.6030	39.4831	41.4573	43.5301
Environmental Compliance Inspector	3	39.7517	41.7393	43.8263	46.0176	48.3185
Environmental Compliance Inspector	4	42.5343	44.6610	46.8941	49.2388	51.7007
EC Outreach Representative		39.7517	41.7393	43.8263	46.0176	48.3185
EC Specialist/Outreach		42.5343	44.6610	46.8941	49.2388	51.7007
Fleet Mechanic	1	32.1089	33.7144	35.4001	37.1701	39.0286
Fleet Mechanic	2	35.9620	37.7601	39.6482	41.6306	43.7121

### 2013 Salary Schedule I

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Instrument Tech/Electrician		39.5515	41.5291	43.6056	45.7858	48.0751
Janitor		21.4754	22.5491	23.6766	24.8604	26.1034
Laboratory Analyst		36.7298	38.5662	40.4946	42.5193	44.6452
Chemist	1	38.5680	40.4965	42.5213	44.6473	46.8797
Chemist	2	40.4965	42.5213	44.6474	46.8798	49.2238
Laboratory Director		47.9713	50.3699	52.8884	55.5328	58.3094
Maintenance Assistant		13.7982	14.4881	15.2125	15.9731	16.7718
Utility Worker		26.4571	27.7800	29.1690	30.6274	32.1588
Mechanic	1	32.4835	34.1077	35.8131	37.6037	39.4839
Mechanic	2	36.3817	38.2007	40.1108	42.1163	44.2221
Mechanic	XL					46.4333
Office Assistant	1	22.6943	23.8290	25.0204	26.2715	27.5850
Office Assistant	2	25.8713	27.1649	28.5231	29.9493	31.4467
Office Assistant	3	28.4586	29.8816	31.3757	32.9444	34.5917
Operations & Maintenance Tech	1	30.9901	32.5396	34.1665	35.8749	37.6686
Operations & Maintenance Tech	2	34.3992	36.1192	37.9251	39.8214	41.8124
Painter		33.3847	35.0540	36.8067	38.6470	40.5793
Planner/Scheduler	1	37.2947	39.1595	41.1174	43.1733	45.3320
Planner/Scheduler	2	40.1045	42.1097	44.2152	46.4260	48.7473
Plant Operator	1	30.9902	32.5397	34.1666	35.8750	37.6687
Plant Operator	2	34.3992	36.1192	37.9251	39.8214	41.8124
Plant Operator	3	39.3362	41.3030	43.3681	45.5366	47.8134
Plant Operations Trainer		44.0566	46.2595	48.5724	51.0011	53.5511
Plant Operator	XL					50.2040
Receptionist		24.5097	25.7352	27.0220	28.3731	29.7918
Assistant Storekeeper		27.2563	28.6192	30.0501	31.5526	33.1302
Storekeeper	1	34.4646	36.1878	37.9972	39.8971	41.8919
Storekeeper	2	36.1878	37.9972	39.8970	41.8919	43.9865

**Attachment A2**

**2014 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accountant	1	34.0567	35.7595	37.5475	39.4249	41.3961
Accountant	2	37.4625	39.3356	41.3024	43.3675	45.5358
Accounting Technician	1	29.6808	31.1649	32.7231	34.3593	36.0773
Accounting Technician	2	32.6487	34.2811	35.9952	37.7950	39.6847
Accounting Technical Specialist		36.7298	38.5663	40.4946	42.5194	44.6453
Administrative Specialist	1	29.0115	30.4621	31.9852	33.5844	35.2637
Administrative Specialist	2	30.5383	32.0653	33.6685	35.3520	37.1196
Collection System Worker	1	29.9732	31.4718	33.0454	34.6977	36.4326
Collection System Worker	2	32.9706	34.6192	36.3501	38.1676	40.0760
Lead Collection System Worker		36.2677	38.0811	39.9851	41.9844	44.0836
Communications Coordinator		40.7174	42.7532	44.8909	47.1354	49.4922
Construction Inspector	1	34.8757	36.6194	38.4504	40.3729	42.3916
Construction Inspector	2	38.3631	40.2813	42.2954	44.4101	46.6306
Construction Inspector	3	39.8977	41.8926	43.9873	46.1866	48.4960
Customer Service Fee Analyst		33.1518	34.8093	36.5498	38.3773	40.2962
Engineering Assistant/Plan Checker		42.7740	44.9127	47.1584	49.5163	51.9921
Engineering Technician	1	33.6507	35.3332	37.0998	38.9548	40.9026
Engineering Technician	2	37.0157	38.8665	40.8098	42.8503	44.9928
Engineering Technician	3	40.7174	42.7532	44.8909	47.1354	49.4922
Environmental Compliance Inspector	1	32.9467	34.5940	36.3237	38.1399	40.0469
Environmental Compliance Inspector	2	37.0658	38.9191	40.8650	42.9083	45.0537
Environmental Compliance Inspector	3	41.1430	43.2002	45.3602	47.6282	50.0096
Environmental Compliance Inspector	4	44.0230	46.2242	48.5354	50.9622	53.5103
EC Outreach Representative		41.1430	43.2002	45.3602	47.6282	50.0096
EC Specialist/Outreach		44.0230	46.2242	48.5354	50.9622	53.5103
Fleet Mechanic	1	33.2327	34.8944	36.6391	38.4711	40.3946
Fleet Mechanic	2	37.2207	39.0817	41.0358	43.0876	45.2420

**2014 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Instrument Tech/Electrician		40.9358	42.9826	45.1318	47.3883	49.7578
Janitor		22.2270	23.3383	24.5053	25.7305	27.0170
Laboratory Analyst		38.0153	39.9161	41.9119	44.0075	46.2078
Chemist	1	39.9179	41.9138	44.0095	46.2100	48.5205
Chemist	2	41.9139	44.0096	46.2101	48.5206	50.9466
Laboratory Director		49.6503	52.1328	54.7395	57.4764	60.3502
Maintenance Assistant		14.2811	14.9952	15.7449	16.5322	17.3588
Utility Worker		27.3831	28.7523	30.1899	31.6994	33.2844
Mechanic	1	33.6204	35.3015	37.0665	38.9198	40.8658
Mechanic	2	37.6550	39.5378	41.5147	43.5904	45.7699
Mechanic	XL					48.0585
Office Assistant	1	23.4886	24.6630	25.8961	27.1910	28.5505
Office Assistant	2	26.7768	28.1156	29.5214	30.9975	32.5474
Office Assistant	3	29.4547	30.9274	32.4738	34.0975	35.8024
Operations & Maintenance Tech	1	32.0747	33.6785	35.3624	37.1305	38.9870
Operations & Maintenance Tech	2	35.6032	37.3833	39.2525	41.2151	43.2759
Painter		34.5532	36.2809	38.0949	39.9996	41.9996
Planner/Scheduler	1	38.6000	40.5300	42.5565	44.6844	46.9186
Planner/Scheduler	2	41.5081	43.5836	45.7627	48.0509	50.4534
Plant Operator	1	32.0748	33.6785	35.3625	37.1306	38.9871
Plant Operator	2	35.6032	37.3833	39.2525	41.2151	43.2759
Plant Operator	3	40.7130	42.7486	44.8860	47.1303	49.4868
Plant Operations Trainer		45.5986	47.8785	50.2725	52.7861	55.4254
Plant Operator	XL					51.9612
Receptionist		25.3676	26.6360	27.9678	29.3662	30.8345
Assistant Storekeeper		28.2103	29.6208	31.1019	32.6570	34.2898
Storekeeper	1	35.6709	37.4544	39.3271	41.2935	43.3582
Storekeeper	2	37.4543	39.3271	41.2934	43.3581	45.5260

**Attachment A3**

**2015 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accountant	1	35.2487	37.0111	38.8616	40.8047	42.8450
Accountant	2	38.7736	40.7123	42.7479	44.8853	47.1296
Accounting Technician	1	30.7197	32.2557	33.8684	35.5619	37.3400
Accounting Technician	2	33.7914	35.4810	37.2550	39.1178	41.0737
Accounting Technical Specialist		38.0154	39.9161	41.9119	44.0075	46.2079
Administrative Specialist	1	30.0269	31.5282	33.1047	34.7599	36.4979
Administrative Specialist	2	31.6072	33.1875	34.8469	36.5893	38.4187
Collection System Worker	1	31.0222	32.5733	34.2020	35.9121	37.7077
Collection System Worker	2	34.1246	35.8309	37.6224	39.5035	41.4787
Lead Collection System Worker		37.5370	39.4139	41.3846	43.4538	45.6265
Communications Coordinator		42.1425	44.2496	46.4621	48.7852	51.2244
Construction Inspector	1	36.0963	37.9011	39.7962	41.7860	43.8753
Construction Inspector	2	39.7059	41.6911	43.7757	45.9645	48.2627
Construction Inspector	3	41.2942	43.3589	45.5268	47.8032	50.1933
Customer Service Fee Analyst		34.3121	36.0277	37.8291	39.7205	41.7065
Engineering Assistant/Plan Checker		44.2711	46.4847	48.8089	51.2494	53.8118
Engineering Technician	1	34.8284	36.5699	38.3983	40.3183	42.3342
Engineering Technician	2	38.3113	40.2268	42.2382	44.3501	46.5676
Engineering Technician	3	42.1425	44.2496	46.4621	48.7852	51.2244
Environmental Compliance Inspector	1	34.0998	35.8048	37.5950	39.4748	41.4485
Environmental Compliance Inspector	2	38.3631	40.2812	42.2953	44.4101	46.6306
Environmental Compliance Inspector	3	42.5830	44.7122	46.9478	49.2952	51.7599
Environmental Compliance Inspector	4	45.5638	47.8420	50.2341	52.7458	55.3831
EC Outreach Representative		42.5830	44.7122	46.9478	49.2952	51.7599
EC Specialist/Outreach		45.5638	47.8420	50.2341	52.7458	55.3831
Fleet Mechanic	1	34.3959	36.1157	37.9215	39.8175	41.8084
Fleet Mechanic	2	38.5234	40.4496	42.4721	44.5957	46.8255

**2015 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Instrument Tech/Electrician		42.3686	44.4870	46.7114	49.0469	51.4993
Janitor		23.0049	24.1552	25.3629	26.6311	27.9626
Laboratory Analyst		39.3458	41.3131	43.3788	45.5477	47.8251
Chemist	1	41.3151	43.3808	45.5499	47.8273	50.2187
Chemist	2	43.3809	45.5499	47.8274	50.2188	52.7297
Laboratory Director		51.3881	53.9575	56.6553	59.4881	62.4625
Maintenance Assistant		14.7809	15.5200	16.2960	17.1108	17.9663
Utility Worker		28.3415	29.7586	31.2465	32.8089	34.4493
Mechanic	1	34.7971	36.5370	38.3639	40.2820	42.2961
Mechanic	2	38.9729	40.9216	42.9677	45.1161	47.3719
Mechanic	XL					49.7405
Office Assistant	1	24.3107	25.5262	26.8025	28.1426	29.5498
Office Assistant	2	27.7140	29.0997	30.5547	32.0824	33.6865
Office Assistant	3	30.4856	32.0099	33.6104	35.2909	37.0555
Operations & Maintenance Tech	1	33.1973	34.8572	36.6001	38.4301	40.3516
Operations & Maintenance Tech	2	36.8493	38.6918	40.6263	42.6577	44.7905
Painter		35.7626	37.5507	39.4282	41.3996	43.4696
Planner/Scheduler	1	39.9510	41.9486	44.0460	46.2483	48.5607
Planner/Scheduler	2	42.9609	45.1090	47.3644	49.7326	52.2193
Plant Operator	1	33.1974	34.8573	36.6002	38.4302	40.3517
Plant Operator	2	36.8493	38.6918	40.6263	42.6577	44.7905
Plant Operator	3	42.1379	44.2448	46.4570	48.7799	51.2189
Plant Operations Trainer		47.1946	49.5543	52.0320	54.6336	57.3653
Plant Operator	XL					53.7798
Receptionist		26.2555	27.5682	28.9466	30.3940	31.9137
Assistant Storekeeper		29.1977	30.6576	32.1904	33.8000	35.4899
Storekeeper	1	36.9193	38.7653	40.7036	42.7388	44.8757
Storekeeper	2	38.7652	40.7035	42.7387	44.8756	47.1194

**Attachment A4**

**2016 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accountant	1	36.4824	38.3065	40.2218	42.2329	44.3445
Accountant	2	40.1307	42.1373	44.2441	46.4563	48.7791
Accounting Technician	1	31.7949	33.3846	35.0538	36.8065	38.6469
Accounting Technician	2	34.9741	36.7228	38.5590	40.4869	42.5113
Accounting Technical Specialist		39.3459	41.3132	43.3789	45.5478	47.8252
Administrative Specialist	1	31.0778	32.6317	34.2633	35.9765	37.7753
Administrative Specialist	2	32.7134	34.3491	36.0666	37.8699	39.7634
Collection System Worker	1	32.1080	33.7134	35.3991	37.1690	39.0275
Collection System Worker	2	35.3190	37.0849	38.9392	40.8861	42.9304
Lead Collection System Worker		38.8508	40.7934	42.8331	44.9747	47.2234
Communications Coordinator		43.6175	45.7983	48.0882	50.4927	53.0173
Construction Inspector	1	37.3597	39.2277	41.1891	43.2485	45.4109
Construction Inspector	2	41.0956	43.1503	45.3079	47.5732	49.9519
Construction Inspector	3	42.7395	44.8764	47.1203	49.4763	51.9501
Customer Service Fee Analyst		35.5130	37.2886	39.1531	41.1107	43.1663
Engineering Assistant/Plan Checker		45.8206	48.1117	50.5172	53.0431	55.6953
Engineering Technician	1	36.0474	37.8498	39.7423	41.7294	43.8159
Engineering Technician	2	39.6522	41.6348	43.7165	45.9023	48.1975
Engineering Technician	3	43.6175	45.7983	48.0882	50.4927	53.0173
Environmental Compliance Inspector	1	35.2933	37.0580	38.9109	40.8564	42.8992
Environmental Compliance Inspector	2	39.7058	41.6911	43.7756	45.9644	48.2626
Environmental Compliance Inspector	3	44.0734	46.2771	48.5910	51.0205	53.5715
Environmental Compliance Inspector	4	47.1586	49.5165	51.9923	54.5919	57.3215
EC Outreach Representative		44.0734	46.2771	48.5910	51.0205	53.5715
EC Specialist/Outreach		47.1586	49.5165	51.9923	54.5919	57.3215
Fleet Mechanic	1	35.5997	37.3797	39.2487	41.2112	43.2717
Fleet Mechanic	2	39.8718	41.8653	43.9586	46.1565	48.4644

**2016 Salary Schedule I**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Instrument Tech/Electrician		43.8515	46.0441	48.3463	50.7636	53.3018
Janitor		23.8101	25.0006	26.2506	27.5632	28.9413
Laboratory Analyst		40.7229	42.7591	44.8970	47.1419	49.4990
Chemist	1	42.7611	44.8991	47.1441	49.5013	51.9764
Chemist	2	44.8992	47.1442	49.5014	51.9765	54.5753
Laboratory Director		53.1866	55.8460	58.6383	61.5702	64.6487
Maintenance Assistant		15.2983	16.0632	16.8664	17.7097	18.5952
Utility Worker		29.3335	30.8002	32.3402	33.9572	35.6550
Mechanic	1	36.0150	37.8158	39.7066	41.6919	43.7765
Mechanic	2	40.3370	42.3538	44.4715	46.6951	49.0299
Mechanic	XL					51.4814
Office Assistant	1	25.1615	26.4196	27.7406	29.1276	30.5840
Office Assistant	2	28.6840	30.1182	31.6241	33.2053	34.8655
Office Assistant	3	31.5526	33.1302	34.7868	36.5261	38.3524
Operations & Maintenance Tech	1	34.3592	36.0772	37.8811	39.7751	41.7639
Operations & Maintenance Tech	2	38.1390	40.0460	42.0483	44.1507	46.3582
Painter		37.0142	38.8650	40.8082	42.8486	44.9910
Planner/Scheduler	1	41.3493	43.4168	45.5876	47.8670	50.2604
Planner/Scheduler	2	44.4646	46.6878	49.0222	51.4733	54.0470
Plant Operator	1	34.3593	36.0773	37.8812	39.7752	41.7640
Plant Operator	2	38.1390	40.0460	42.0483	44.1507	46.3582
Plant Operator	3	43.6127	45.7934	48.0830	50.4872	53.0115
Plant Operations Trainer		48.8464	51.2887	53.8531	56.5458	59.3731
Plant Operator	XL					55.6621
Receptionist		27.1744	28.5331	29.9598	31.4578	33.0306
Assistant Storekeeper		30.2196	31.7306	33.3171	34.9829	36.7321
Storekeeper	1	38.2115	40.1221	42.1282	44.2346	46.4463
Storekeeper	2	40.1220	42.1281	44.2345	46.4463	48.7686

**Attachment A5**

**2013 Salary Schedule II**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Assistant Storekeeper		27.2455	28.6117	30.0080	31.5236	33.1302
Collection System Worker	1	31.1953	32.1497	33.0905	34.2193	35.2006
Environmental Compliance Inspector	1	31.8287	33.4672	35.1061	36.8734	38.6926
Environmental Compliance Inspector	2	35.8080	37.6516	39.4950	41.4836	43.5301
Fleet Mechanic	2	38.4892	39.6761	40.9671	42.3468	43.7121
Instrument Tech/Electrician		42.1485	43.5197	44.9857	46.4357	48.0751
Maintenance Assistant		13.7982	14.4880	15.2124	15.9731	16.7718
Mechanic	1	34.7661	35.8383	37.0045	38.2507	39.4839
Mechanic	2	38.9381	40.1389	41.4450	42.8411	44.2221
Plant Operator	3	42.2747	43.5133	44.8403	46.2914	47.8134
Receptionist		24.5111	25.7366	27.0233	28.3739	29.7918
Storekeeper	2	36.1878	37.9972	39.8971	41.8920	43.9865

**Attachment A6**

**2014 Salary Schedule II**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Assistant Storekeeper		28.1991	29.6132	31.0582	32.6269	34.2898
Collection System Worker	1	32.2871	33.2749	34.2487	35.4169	36.4326
Environmental Compliance Inspector	1	32.9427	34.6386	36.3348	38.1640	40.0469
Environmental Compliance Inspector	2	37.0613	38.9695	40.8773	42.9356	45.0537
Fleet Mechanic	2	39.8363	41.0648	42.4009	43.8290	45.2420
Instrument Tech/Electrician		43.6237	45.0429	46.5602	48.0609	49.7578
Maintenance Assistant		14.2811	14.9951	15.7449	16.5321	17.3588
Mechanic	1	35.9829	37.0927	38.2996	39.5895	40.8658
Mechanic	2	40.3010	41.5437	42.8956	44.3406	45.7699
Plant Operator	3	43.7543	45.0362	46.4098	47.9116	49.4868
Receptionist		25.3690	26.6374	27.9691	29.3670	30.8345
Storekeeper	2	37.4544	39.3271	41.2935	43.3583	45.5260

**Attachment A7**

**2015 Salary Schedule II**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Assistant Storekeeper		29.1861	30.6496	32.1453	33.7689	35.4899
Collection System Worker	1	33.4172	34.4395	35.4474	36.6565	37.7077
Environmental Compliance Inspector	1	34.0957	35.8509	37.6065	39.4997	41.4485
Environmental Compliance Inspector	2	38.3584	40.3334	42.3080	44.4383	46.6306
Fleet Mechanic	2	41.2306	42.5020	43.8849	45.3630	46.8255
Instrument Tech/Electrician		45.1505	46.6194	48.1898	49.7431	51.4993
Maintenance Assistant		14.7810	15.5199	16.2959	17.1107	17.9663
Mechanic	1	37.2423	38.30909	39.6401	40.9751	42.2961
Mechanic	2	41.7115	42.9977	44.3969	45.8925	47.3719
Plant Operator	3	45.2857	46.6125	48.0341	49.5885	51.2189
Receptionist		26.1861	30.6496	32.1453	33.7689	35.4899
Storekeeper	2	38.7653	40.7036	42.7387	44.8758	47.1194

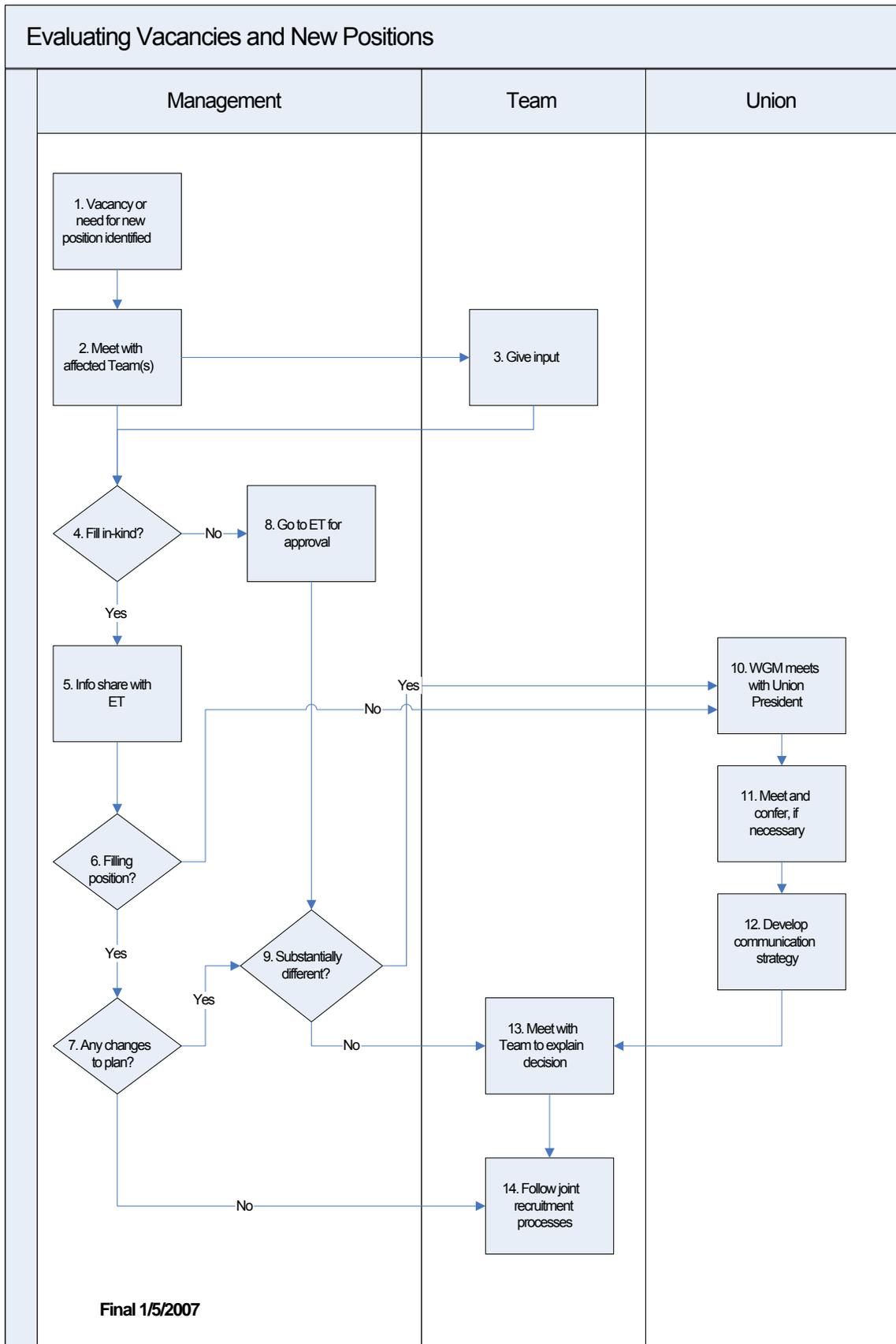
**Attachment A8**

**2016 Salary Schedule II**

<b>Description</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Assistant Storekeeper		30.2076	31.7224	33.2704	34.9508	36.7321
Collection System Worker	1	34.5868	35.6449	36.6880	37.9395	39.0275
Environmental Compliance Inspector	1	35.2891	37.1057	38.9227	40.8822	42.8992
Environmental Compliance Inspector	2	39.7010	41.7451	43.7888	45.9936	48.2626
Fleet Mechanic	2	42.6736	43.9896	45.4209	46.9507	48.4644
Instrument Tech/Electrician		46.7308	48.2510	49.8764	51.4841	53.3018
Maintenance Assistant		15.2983	16.0631	16.8663	17.7096	18.5952
Mechanic	1	38.5458	39.7346	41.0275	42.4092	43.7765
Mechanic	2	43.1714	44.5027	45.9508	47.4987	49.0299
Plant Operator	3	46.8707	48.2439	49.7153	51.3241	53.0115
Receptionist		27.1759	28.5347	29.9613	31.4587	33.0306
Storekeeper	2	40.1221	42.1282	44.2346	46.4465	48.7686

**Attachment B**

**Evaluating Vacancies Flowchart**

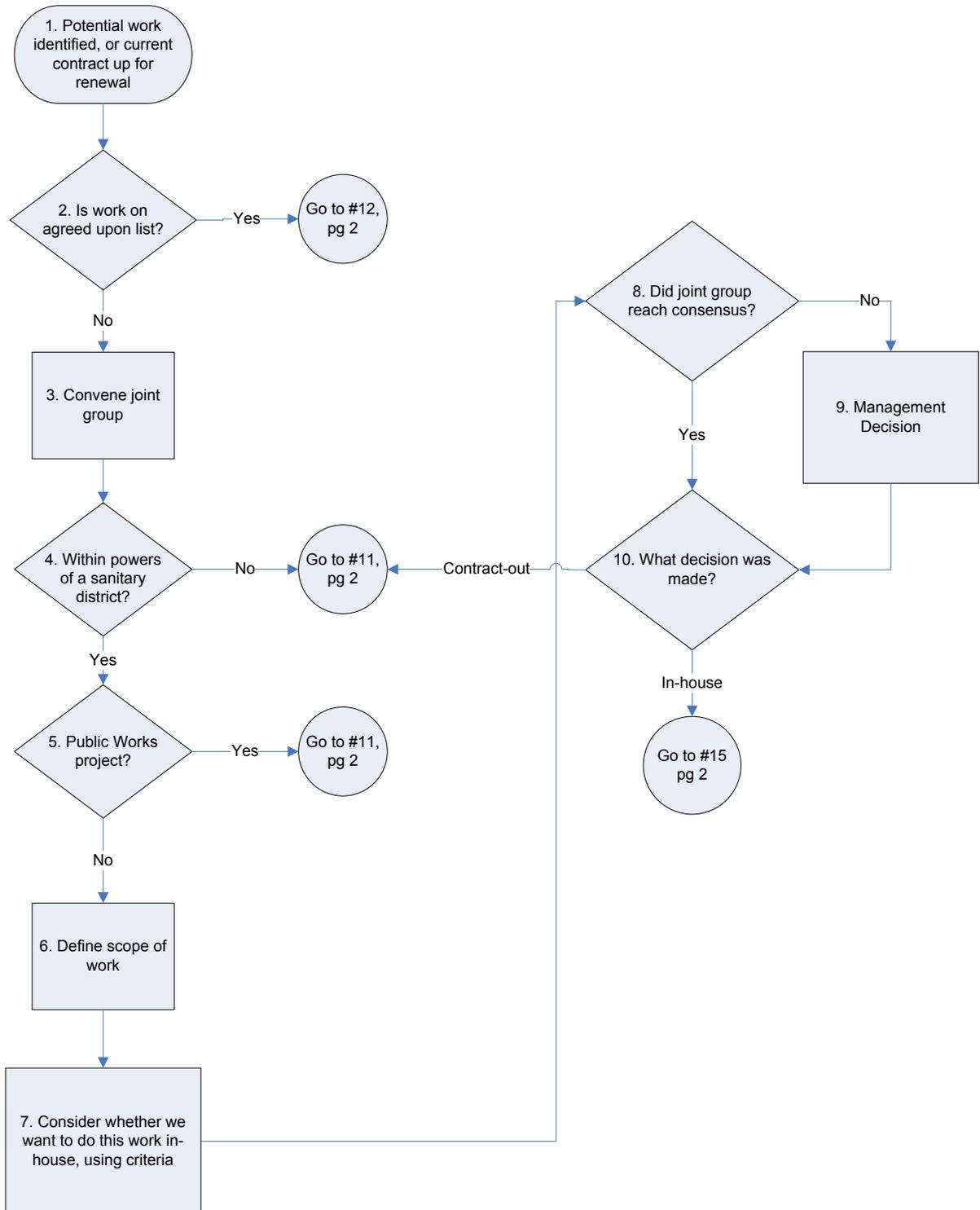


### **Steps for Evaluating Vacancies**

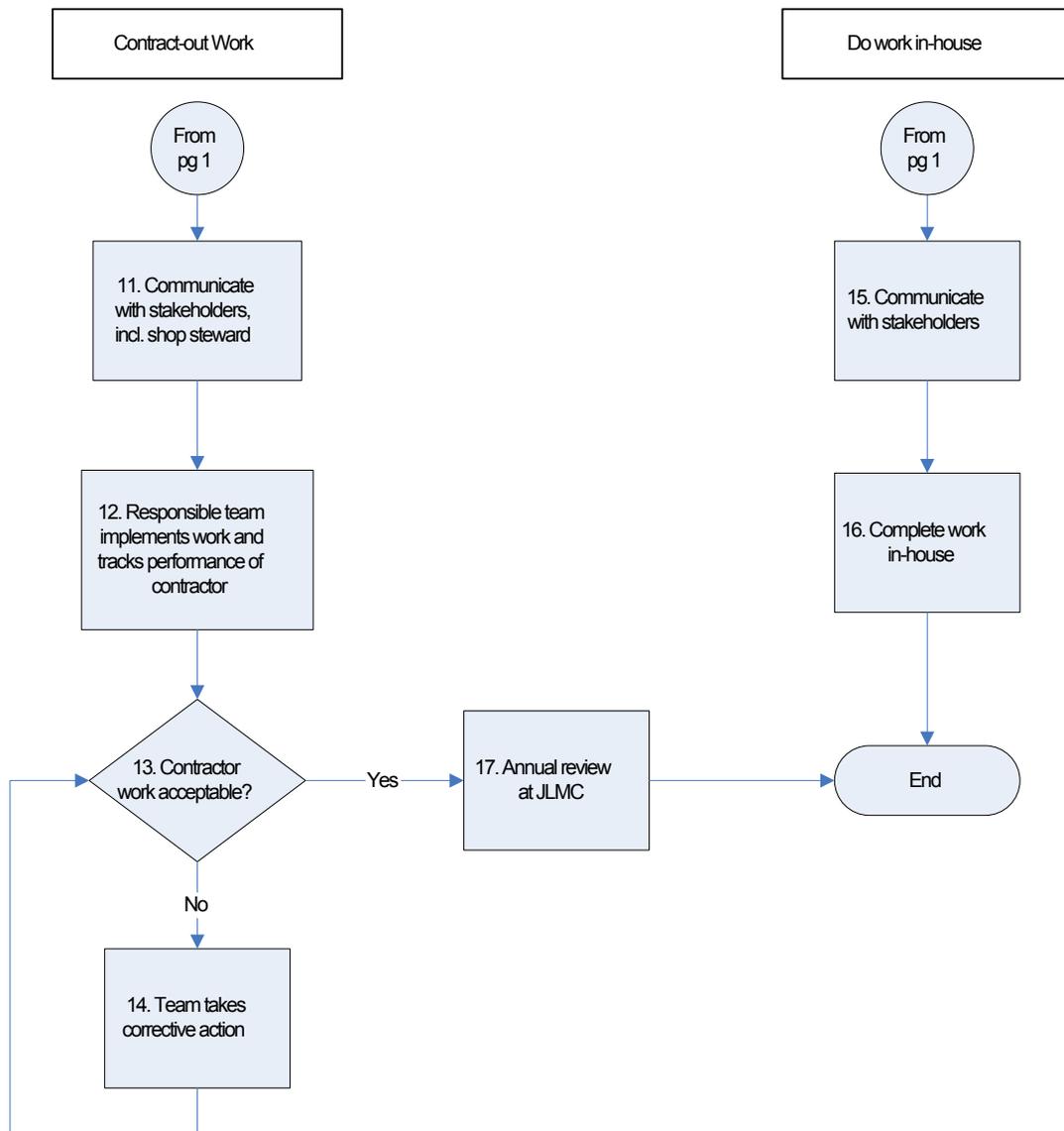
1. A vacancy occurs or management identifies the need for a new position.
2. Management will meet with affected Team(s) to solicit input.
3. Affected Team(s) give input on vacant/new position.
4. Management makes a decision whether to fill the position in kind or not. If the decision is to fill the vacancy in kind, then go to Step 5. If the decision is to not fill the vacancy in kind, then go to Step 8.
5. WGM will share plan to fill the vacancy with ET.
6. Are we still planning to fill the position changed? If yes, go to Step 7. If no, go to Step 10.
7. Are there any changes to the plan? If yes go to Step 9. If no, go to Step 14
8. The WGM will go to the ET for approval.
9. Is this a new position that is substantially different? If yes, go to Step 10. If no, go to Step 13.
10. WGM will meet with the Union President and solicit feedback.
11. Meet and Confer with SEIU Local 1021, if necessary.
12. Management and Union will jointly develop a communication strategy.
13. WGM will return to affected team(s) to explain decision.
14. The vacancy or new position will be filled using the joint recruitment process as defined in Section 20.

**Attachment C**

**Contract Work Flowchart**



**Final 1/23/2007**



**Notes:**

2. Work groups may decide on specific tasks which can be contracted out on a regular basis without the need to use the flow chart each time this work is needed.

3. The Joint Group will include representatives from management, union and the affected teams. Each of the operating work groups will create a consistent joint group with a maximum of 6 members to follow the flow chart and to make decisions regarding contracting out work. This group should consist of the employees who are involved in the planning of the work. Other work groups will establish a joint group as needed.

7. The following criteria will be used when evaluating whether work should be done in-house:

- The work is a core function of USD
- It can be done without adversely affecting current service levels
- We can do the work for an acceptable, competitive cost
- The work provides an opportunity for employees to develop or learn new skills
- The work provides the opportunity for employees to retain skills or transfer skill knowledge
- There are other District employees who could do the work, or other work, which would free up additional employees to perform this work

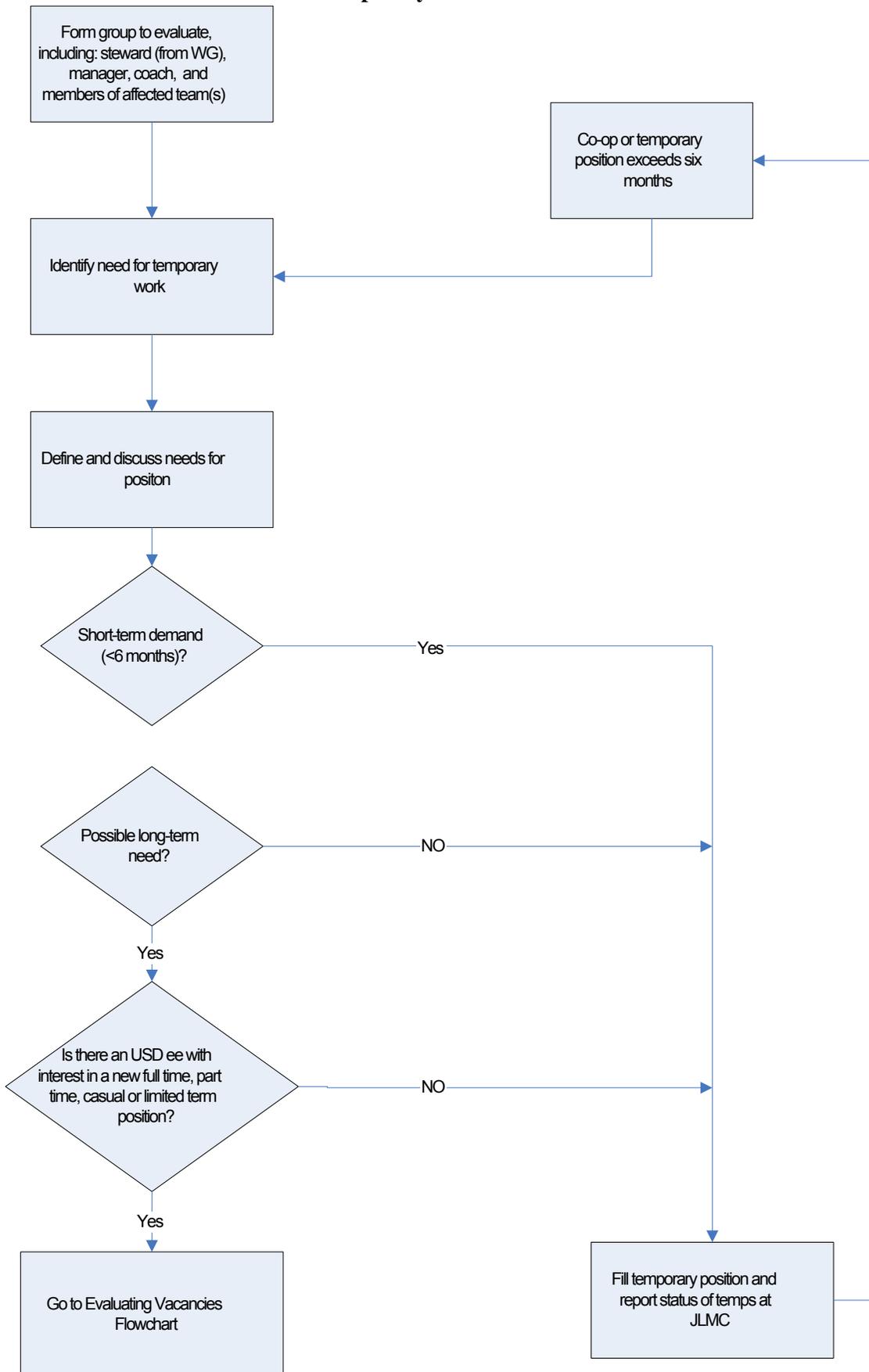
8. If the joint group cannot make a consensus decision on how work should be accomplished, the decision will be made by the Work Group Manager. The Work Group Manager will explain the basis for his decision to the joint group .

12. If work is contracted out, a determination should be made about the value of shadowing the contractor for training/learning and quality assurance purposes.

15. Contract work will be reviewed on periodic basis to ensure the reasons for contracting out the work remains valid.

Attachment D

Temporary Work Flowchart



**Attachment E**

**Side Letter Agreement for Filling Administrative Specialist II Positions  
December 20, 2010**

The procedure for filling an Administrative Specialist II position appears below. This Side Letter replaces Attachment B - Office Assistant Alternate Staffing Agreements.

1. Transfer requests are not subject to the recruitment section of this MOU.
2. The District will post the vacancy as a transfer opportunity for which the following employees may request consideration:
  - a. Administrative Specialist II's who have passed probation as an Administrative Specialist II.
  - b. Incumbent Office Assistant III's employed on the date of implementation of the Administrative Specialist series. If the OA III is selected, the employee will receive a minimum 5% pay increase.
3. The District will consider the transfer candidates and may reject or accept any internal candidate for the position.
4. If no transfer candidate is selected for the opening, the District will post the vacancy for promotional opportunities as an Administrative Specialist I. Incumbent Office Assistant II's employed on the date of implementation of the Administrative Specialist series may be considered at this time. An Administrative Specialist II or Office Assistant III who applied as a transfer opportunity and was not accepted may apply; however, the employee would be considered as an Administrative Specialist I candidate only.
5. If the position is filled by an Administrative Specialist II (or Office Assistant II or III employed on the date of implementation of the Administrative Specialist series) through the transfer or promotion process, the following will occur:
  - a. All transferred, promoted, or newly hired Administrative Specialists will serve the designated probationary period as defined in the MOU.
  - b. The Work Group Manager and the Administrative Specialist I or II will discuss performance expectations.
  - c. The Administrative Specialist must demonstrate the team/workgroup technical specialist competencies within six months of the date of transfer in order to retain Administrative Specialist I or II status.
  - d. If performance expectations are not met by the end of the six-month probationary period, the Administrative Specialist II may be returned to the previous job (pending a job opening) or stay in the current job as an Administrative Specialist I, paid as an Administrative Specialist I. The Administrative Specialist I would have the opportunity to regain the Administrative Specialist II classification once every six months until the Administrative Specialist II's performance measures are met, but this can be done only twice in any 12-month period.
  - e. If the Administrative Specialist I position is filled by Office Assistant II or III employed on the date of implementation of the Administrative Specialist series, if performance expectations are not met after the six-month probationary period, the incumbent will be returned to the Office Assistant II or III classification respectively either in the vacated position (pending job opening) or in the new position. The Office Assistant II or III would have the opportunity to regain the Administrative Specialist I or II classification respectively, once every six months until the Administrative Specialist II performance measures are met; but this can be done only twice in any 12-month period.
6. If no internal candidate is selected for the position, the District will announce the vacancy for external candidates, or use a valid Administrative Specialist I list.

**Attachment F**

**SIDE LETTER OF AGREEMENT  
REGARDING  
MEDICAL AND RETIREMENT CONTRIBUTIONS**

November 1, 2012

The Union Sanitary District (hereinafter District) and Service Employees International Union 1021 (hereinafter Union) have met and conferred in good faith and have agreed to the following:

- Section 12 Health and Welfare
  - If the District implements an employee minimum medical contribution that is less than the negotiated minimum medical contribution for the bargaining unit, the District shall apply the same minimum medical contribution to the bargaining unit.
  - If the District implements an Employee Benefit Account cap that is more than the negotiated Employee Benefit Account Cap for the bargaining unit, the District shall apply the same Employee Benefit Account cap to the bargaining unit.
  - This provision shall sunset on August 31, 2016.
- Section 23 Retirement
  - If the District implements an employee retirement contribution that is less than the negotiated retirement contribution for the bargaining unit, the District shall apply the same retirement contribution to the bargaining unit.
  - This provision shall sunset on August 31, 2016.

Approved and Accepted:

For The District:

Michael B. Quinn

Date: 12/16/2013

For The Union:

David Hudson

Date: 12/16/13

Attachment G

SIDE LETTER AGREEMENT  
Between  
SEIU LOCAL 1021  
And  
UNION SANITARY DISTRICT  
Regarding NASSCO Certificate

February 25, 2014

Representatives for SEIU Local 1021 and representatives for the Union Sanitary District met and mutually agreed to the following:

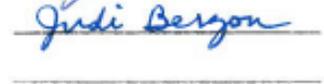
Employees, who are approved by the District and complete NASSCO training and received a NASSCO Certificate, will be paid consistent with the following schedule for initial certification and recertification.

Certificate	Initial Certification	Renewal
NASSCO	\$225	\$225 (every 3 years)

In addition to the lump sum payment for the initial certificate and the renewal of the certificate for NASSCO, the District agrees to the following:

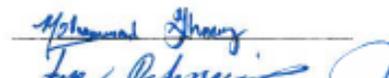
- Management reserves the right to determine the appropriate number of employees to receive NASSCO training and receive reimbursement for obtaining and maintaining the NASSCO certificate.
- Management will ensure that all employees who are in the Acting Lead Collection System Worker pool will have the opportunity to receive NASSCO training.
- The District will provide all bargaining unit employees who have a NASSCO Certificate as of April 1, 2014 a lump sum payment of \$225.

FOR THE DISTRICT

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Date: 4/16/14

FOR SEIU LOCAL 1021

  
  
  
\_\_\_\_\_

Date: 4/16/14

**Attachment H**

**SIDE LETTER AGREEMENT  
Between  
SEIU LOCAL 1021  
And  
UNION SANITARY DISTRICT**

**Regarding Section 6.6 Rest Periods—Unscheduled Work**

Representatives for SEIU Local 1021 and representatives for the Union Sanitary District met and mutually agreed to modify sentence one in Section 6.6 of the Memorandum of Understanding between the parties in the following manner:

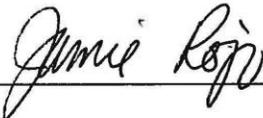
*When an employee is called back to work and completes the unscheduled work within seven hours of his or her scheduled shift, the employee will be provided with an 8-hour rest period before their next work assignment.*

FOR THE DISTRICT

  
\_\_\_\_\_

Date: 8/11/14

FOR SEIU LOCAL 1021

  
\_\_\_\_\_

Date: 8/18/14

**Memorandum of Understanding between  
Union Sanitary District and SEIU Local 1021  
June 6, 2013 – August 31, 2016**

Approved by:

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Manny Fernandez  
President, Board of Directors

Union Sanitary District  
Policy and Procedure Manual

Effective: 6/2014	<b>Unclassified Staff Compensation Plan</b>	Policy Number 6560 Page 1 of 6
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### Policy

Union Sanitary District believes that the contributions of its unclassified employees are essential to its success. The Unclassified Staff Compensation Plan recognizes employees for achieving specific, agreed-upon results and for demonstrating participative management skills to effectively and efficiently meet team, work group, and District-wide goals and objectives.

### Purpose

The purposes of Union Sanitary District's Unclassified Staff Compensation Plan are to ensure that

- performance excellence is supported, recognized, and rewarded fairly and objectively
- compensation is related to job responsibility and performance of both the employee and the group
- uniform application of the rating system and compensation is achieved
- results and accomplishments to be achieved are identified
- individual and group performance are linked to team, work group, and District-wide goals
- skills and behaviors required for successful job performance are maintained and developed
- creative and innovative activities are encouraged and recognized
- interdepartmental cooperation and decision-making at all levels are emphasized
- compensation is competitive within the market and is equitable internally
- the difference between the various levels of performance are recognized on an annual basis
- an incentive for employees to meet or exceed organizational goals and objectives is provided.

### Definitions

<i>Accelerated Movement</i>	Additional compensation, up to ½% per month, may be available to an employee who has been in the position for less than 3 years, whose salary is below 95% of the old MSA, and whose rating is “Meets Expectations” or above. Additional compensation may also be available to an employee who has been in the position for more than 3 years, whose salary is below 95% of the old MSA, and whose rating for the current and previous two years is “Exceeds Expectations” or above. Factors considered in determining the additional compensation include % of MSA, overall performance, contributions to District, current economic conditions, and payroll budget.
<i>Base Pay</i>	The amount of salary up to 105% of the market survey average. Salary may exceed 105% of MSA only if salary range is reduced based on market survey. If this occurs, the base pay is frozen (Y-rated) until the market survey average increases and the salary range is adjusted to an amount that exceeds employee’s base pay.

<i>Coach Compensation</i>	Additional compensation up to \$4,500.00 based on a Coach’s success in meeting the annual performance goals assigned by the Executive Team.
<i>Compensation Increase</i>	Individual increases will be earned as a result of performance and achievement of action plans or growth within the position during the previous evaluation year. Compensation is the total of base pay and one-time lump sum pay. Base pay is available from 80% to 105% of the market survey average (see “Y-rated” definition and Performance Pay Adjustment Process, section 5 for exception). Compensation increases will be paid as a percentage of base pay and/or a lump sum.
<i>Compensation Year</i>	September 1 through August 31 (for previous fiscal year).
<i>Equity Review Panel</i>	Consisting of the General Manager, Work Group Managers, and internal resources as necessary, sets the amount of compensation available for each level of performance, reviews performance appraisals, and approves or modifies rater's recommendations for compensation.
<i>Evaluation Year</i>	July 1 through June 30.
<i>Initial Appointment</i>	New employees are normally appointed at a base pay which is between 80% and 100% of the market survey average. Appointments above 100% must be approved by the General Manager.
<i>Lump Sum Payment</i>	<p>A lump sum payment for the previous evaluation year:</p> <ul style="list-style-type: none"> <li>• Shall be paid when an employee’s compensation exceeds 105% of the market survey average, or employee’s base pay is Y-rated.</li> <li>• May be paid when the increase to an employee’s base pay is combined with a one-time payment at the discretion of the Equity Review Panel’s (ERP) annual allocation of compensation increases between base pay and lump sum amounts.</li> </ul> <p>The maximum amount of a lump sum payment at any one time is 10%. Employees must requalify for this pay in each appraisal period.</p>
<i>Market Survey Average</i>	Market Survey average (MSA) is the average of the market salary survey. MSAs are adjusted annually, in the first pay period in September of each year, and are independent of any performance ratings.
<i>Market Surveys</i>	Market Surveys are conducted every other year. A Market Survey consists of a review of comparable classifications at other agencies or cities performing work similar to USD classifications. The average pay of matching classifications becomes the Market Survey Average (MSA). MSAs are adjusted annually in the first pay period in September based on difference from the previous year. In non-survey years, MSAs are adjusted per the direction of the General Manager. MSAs are independent of performance ratings.
<i>Pay Adjustments</i>	Pay adjustments occur at performance appraisal time and are normally made

	in the first pay period in September of each year, unless it is within the first six months of an employee's employment.
<i>Performance Measurement/Results to be Achieved</i>	Level of performance as measured by quantifiable results and/or visible behaviors which demonstrate that a job responsibility has been met.
<i>Performance Rating Schedule</i>	Each year a schedule for submitting information related to unclassified evaluations will be determined and provided to unclassified employees.
<i>Ratings:</i>	
<i>Superior Performance:</i>	Employee's contribution far exceeds expectations by demonstrating the highest level of knowledge, skills and abilities; developing and/or administering significant projects and programs; and contributing to a work environment in which employees engage in collaborative problem-solving, communicate effectively, and focus on continuous improvement and customer service.
<i>Exceeds Expectations:</i>	Employee's performance exceeds expectations for the job by demonstrating extra effort during the year and showing significant positive results that have contributed to a work environment where employees engage in collaborative problem-solving, communicate effectively, and focus on continuous improvement and customer service.
<i>Meets Expectations:</i>	Employee carries out the essential job functions. Performance is acceptable for length of time employee has been on the job. Effort has been exerted during the year showing positive results that have contributed to a work environment where employees use a collaborative approach and effective communication skills in all their interactions.
<i>Fails to Meet Expectations</i>	Employee does not meet the basic requirements of the job in one or more areas and improvement is required. Employee may have inconsistent or uneven performance.
<i>Salary Range</i>	Minimum and maximum amounts for each classification determined by MSA; minimum amount is 80% of MSA and maximum amount is 105% of MSA.
<i>Y-Rate</i>	The "freezing" of an employee's salary when an employee's base pay exceeds the salary range for his/her position because of a reduction of the MSA due to Market Survey. Salaries for employees paid at top of salary range prior to decrease, or at a rate higher than the reduced salary range maximum amount are frozen, or "Y-rated", until the salary range maximum exceeds current base pay.

**Procedure**

Performance Appraisal Process The first key element of the Unclassified Staff Compensation Plan is the performance appraisal process. The purposes of the performance appraisal process are, on an annual

basis, to plan, review, and appraise performance; to evaluate job-related results and behaviors through face-to-face discussions and documentation; and to serve as the basis for base pay adjustments, performance merit pay, and/or other forms of recognition and reward.

The performance appraisal process consists of three phases:

1. *Performance Planning*: Performance expectations will be established mutually for key job responsibilities. In addition to at least one planning meeting, there will also be written documentation of the above. By the end of August of each year, the rater and employee should meet to agree on the
  - performance expectations
  - dates for deliverables
  - methods to achieve the plan
  - methods to track performance.
2. *Performance Tracking and Feedback*: The rater and employee will be responsible for documenting results and/or visible behaviors that demonstrate that a performance expectation has been met. The rater and employee will communicate about the employee's performance on an ongoing basis. In addition, the rater may meet with the employee periodically after performance expectations have been established in order to discuss achievements, behaviors, mid-course adjustments, etc.
3. *Performance Appraisal*: On an annual basis (by the middle of August of each year), the rater and employee will meet to discuss the evaluation and actual results and behaviors as compared to expectations initially established. They will agree on a plan for any areas needing improvement, and/or areas for future development.

Performance Pay Adjustment Process The second key element of the Unclassified Staff Compensation Plan is the performance pay adjustment process.

1. *Performance Rating*: Performance pay adjustments are made on an annual basis and are based on the rating determined through the performance appraisal process. Salaries are increased on a percentage of current base salary. Compensation, including performance merit pay and base pay adjustments, will be made on the first day of the pay period that includes September 1.
2. *Performance Pay Adjustment*: Performance pay adjustments will occur no later than the first pay period in September of each year. In order to receive any merit pay adjustments, employees must be employed by the District on September 1 following the performance evaluation period ending June 30.

The performance evaluation for the prior fiscal year becomes the basis of compensation for the following year, beginning September 1. Any excess of 105% will be paid in a lump sum to the employee in the payroll that includes September 1. Adjustments to base pay are made only for the time employed in the new compensation year. In order to receive the adjustment, the employee must be employed at the time the performance pay adjustment is made.

The Rating Process includes the following steps:

- a. The rater assesses the employee, indicating at which level the employee is working in all rating categories. An overall rating is then determined.

- b. The rater forwards the employee's performance appraisal to the ERP.
  - c. The ERP reviews all performance appraisals and determines the range of compensation available for each level of performance. Factors considered include overall performance, contributions to District, current economic conditions and payroll budget. The Equity Review Panel may divide total compensation into percent increase or lump sum at its discretion.
  - d. The ERP also determines the amount of "accelerated movement" compensation available for employees who meet the criteria described in "Definitions."
  - e. The ERP determines the level of Coach Compensation based on each Coach's success in meeting the annual performance goals assigned by the Executive Team.
  - f. The ERP returns the performance appraisal to the rater, who then determines the specific percentage of compensation.
  - g. The rater meets with the employee and discusses the evaluation.
  - h. The evaluation form is forwarded to Business Services, which processes all adjustments to compensation.
3. *Performance Sanctions*: Employees who perform at a rating of unsatisfactory may receive performance sanctions, which may result in pay decreases.
4. *New Employees*: New employees will receive pro-rated adjustments only after successful completion of a six-month review period. After their first review, employees who have worked less than a full year will receive prorated adjustments at the annual cycle and then be placed in the regular performance appraisal and performance pay adjustment process cycle.
5. *External and Internal Equity*: External equity, as determined by a Market Survey, and internal equity studies will be conducted every other year to determine that compensation rates are similar to comparable agencies, to ensure access to competent and qualified candidates, and to maximize retention of valuable employees. During non-survey years, the General Manager will determine the increase.

Process:

- Selected agencies are surveyed for market comparisons.
- Market Survey averages are computed for each classification for which there are at least two directly comparable or closely-related classifications. Comparison includes the highest available salary, minus employee contributions for retirement.
- Internal equity is assessed by determining horizontal and/or vertical classifications and any compression factors.
- Where there are insufficient market comparisons or there are horizontal or vertical District classification relationships which are desirable to maintain, market survey adjustments will be established on a case-by-case basis.
- If, due to the Market Survey, the MSA is reduced and as a result, the salary range for a classification is reduced, salaries for employees paid at top of salary range prior to decrease, or at

a rate higher than the reduced salary range maximum amount are Y-rated (frozen) until salary range maximum exceeds current base pay. Any increase in compensation due to performance pay adjustment will be made by lump sum payment.

This revision supersedes the version(s) listed below, which are no longer effective.

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Manny Fernandez  
President, Board of Directors

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Paul Eldredge  
General Manager



# **UNCLASSIFIED EMPLOYEES RULES AND REGULATIONS**

**UNCLASSIFIED RULES & REGULATIONS  
UNION SANITARY DISTRICT**

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**UNCLASSIFIED EMPLOYEES RULES & REGULATIONS  
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**SECTION 1 PURPOSE**

The purpose of this document is to convey in writing to unclassified employees information regarding certain of the District's rules and regulations that affect their terms and conditions of employment.

**SECTION 2 UNCLASSIFIED EMPLOYEES DEFINED**

These Rules and Regulations apply to all full-time, part-time, and casual unclassified employees, including Management employees (Work Group Managers, Coaches, and the Human Resources Administrator), and professional and confidential employees (see Attachment A for list).

The terms and conditions of employment of the General Manager are defined in a separate contract with the Board of Directors, which may reference these Unclassified Employee Rules and Regulations.

**SECTION 3 COMPENSATION**

**3.1 Performance Compensation**

All unclassified employees participate in a performance merit-based compensation program as described in the Unclassified Staff Compensation Plan (Policy #6560).

The Compensation Year is September 1 through August 31 (for the previous evaluation year).

Compensation available through this Plan is the total of base pay and a one-time lump sum pay. Base pay is available from 80% to 105% of the Market Survey Average (MSA). A one-time lump sum amount will be paid for compensation earned in excess of 105% of MSA.

A Market Survey will be conducted on all unclassified positions a minimum of every two years. If employment market conditions warrant, surveys may be conducted more frequently. For years in which no survey is done, the MSA adjustment will be determined by the Equity Review Panel.

Coach Compensation is additional compensation determined by the Equity Review Panel (ERP) based on each Coach's success in meeting the annual performance goals assigned by the Executive Team.

Annually, the Executive Team, convening as the unclassified compensation ERP, will establish the range of compensation increases available for each performance category. After considering District budget, employment market conditions, and input from the Board of Directors, the ERP will determine the allocation of compensation increases between base pay and lump sum amounts.

**3.2 Deferred Compensation**

Employees will have the option of participating in up to two deferred compensation plans. A 401(a) and 457 plan are available and administered by ICMA. All broker

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processing costs will be absorbed by the employee as part of their investment portfolio. All administrative costs for maintaining the plan will be paid by the District.

Annual District contributions for Work Group Managers and all other unclassified employees are described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**3.3 Alternate Compensation**

Unclassified employees (except management) may participate in the Alternate Compensation Program as part of a team or group recognition only, not for individual accomplishments. An additional amount of money will be allocated independent of the classified employee program. The method for distribution of this money will be determined by the Alternate Compensation Committee.

**3.4 Retention Incentive Program**

The purpose of the retention incentive program is to provide additional compensation or benefits to encourage high-performing employees to remain at the District. Effective September 10, 2007, employees who have completed 5, 7, and 10 years of service may be eligible for an incentive award, as described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**3.5 Salary on Promotion**

The salary will be set at no less than 80% of the MSA. If this amount is lower than the employee's existing salary, he/she will receive an increase of at least five percent (5%) above his/her existing salary, but not greater than 105% of the new MSA at the time of promotion.

**3.6 Salary on Demotion**

When an employee is demoted to a position from which he/she was previously promoted, he/she will be paid at the rate of pay held in the lower classification at the time of the promotion.

When an employee is involuntarily demoted, the General Manager will determine where in the range the salary will be set.

**3.7 Temporary Out of Class Compensation**

See [Policy #6060](#).

**SECTION 4 HOURS OF WORK**

**4.1 Employment Designation**

**4.1(a) Full-Time**

All full-time employees shall be scheduled to work a forty (40) hour workweek within a seven (7) day work period. Full-time employees may work an alternate work schedule. Due to changes in the alternate work schedules, full-time

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employees may, on occasion, work less than a 40-hour workweek with the approval of management.

**4.1(b) Part-Time**

Part-time employees shall be scheduled to work a minimum of twenty (20) hours per week. Part-time employees' benefits (medical, dental, vision, life insurance, and short-term disability) shall be prorated based on their hours worked during the pay period. (All benefits provisions and accumulations provided in these Rules and Regulations are based on full-time employment.) Employees working less than thirty (30) hours per week are not eligible for long-term disability insurance. All vacation, holiday, MAL, HEC, sick, and other leaves shall be accrued on a prorated basis.

**4.1(c) Casual**

A casual employee shall be scheduled to work less than twenty (20) hours per week or is scheduled to work on an as-needed basis which does not exceed an average of twenty (20) hours per week in any six (6) month period. Casual employees shall not be eligible for benefits or accrued leaves.

**4.1(d) Temporary**

A temporary employee shall be scheduled to work on a full-time or part-time basis for a temporary period which typically will not exceed six months. Temporary employees are not eligible for benefits or accrued leaves.

**4.1(e) Limited Term**

A limited term employee shall be scheduled to work on a full-time basis for a temporary period that is greater than six (6) months but does not exceed three (3) years. A limited term assigned may be extended once for up to two additional years. A limited term employee shall receive the same salary and benefits provided to a permanent employee in the same classification.

**4.1(f) At-Will Employees**

Any individual appointed to the position of Work Group Manager after July 1, 2013 is an at-will employee who serves at the pleasure of the General Manager. "At-will employment" means either the individual or the District can terminate the employment relationship at any time, with or without cause or reason, without advance notice, and without the opportunity to appeal.

**4.1(g) Original Date of Hire**

The date the employee begins work for the District. All accrued benefits, such as sick leave, vacation leave, etc. are based on this date.

**4.1(h) Anniversary**

The date the employee begins work in a particular position. This is subject to change by personnel action such as a promotion or demotion.

**4.1(i) Probationary Period**

A six-month probationary period is required of newly-hired unclassified employees appointed during which time they can be terminated for any reason. Work Group Managers appointed after July 1, 2013 are at-will employees and will not serve a probationary period.

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**4.2 Alternate Work Hour Schedules**

- 4.2(a)** Alternate work schedules are defined as daily or weekly schedules which are different from the standard eight (8) hour workday or five (5) day workweek. Unclassified employees assigned to teams may participate in developing alternate work hour schedules in accordance with the process agreed to by management and teams.
- 4.2(b)** Proposed alternate schedules must address safety, productivity, minimal staffing, adequate supervision, customer input and a description of how the work will get done, including staffing for holidays, vacations, sick leave, and overtime; and schedules must comply with the Fair Labor Standards Act (FLSA).
- 4.2(c)** Management and the Teams will agree on Performance Measures and/or Service Levels, including unscheduled leave usage and overtime. Alternate schedules shall not increase the use of overtime or sick leave.
- 4.2(d)** Alternate schedules which are developed by the team will be reviewed by the Executive Team prior to the trial period. In the event that Management and team members cannot agree upon an alternate schedule, the decision to work an alternate schedule will be made by management.

  - 4.2(d).1** Any new schedules will be done on a trial basis. Criteria will be developed which will be used to evaluate the schedule at the end of the trial period.
- 4.2(e)** Management will notify the Team when service levels and/or Service Level Agreements (SLA's) are not being met and the timeframe in which the team must respond. Examples include an increase in leave usage, incomplete work assignments, customer complaints, or jobsite safety violations. Response times required to correct deficiencies and/or to meet the service levels and/or SLA's can vary from one workday for safety and customer complaints, up to six (6) workdays to develop an action plan which addresses leave usage, staff coverage, and SLA's.
- 4.2(f)** If the Team does not address management's concerns within six (6) workdays, the team will revert to an 8-hour schedule or another mutually agreeable work schedule.
- 4.2(g)** Teams will be required to do an annual review of their Alternate Work Schedules until the schedule has been in place for a period of two (2) years. After two (2) years on an alternate schedule during which the SLA's, performance expectations and other criteria have been met, the schedule will not require annual review and will only be addressed if service levels and/or SLA's and/or performance standards are not being met.
- 4.2(h)** If a non-exempt employee is required to work on his/her alternate day off, the supervisor and employee will work to revise the employee's schedule or the employee will be paid overtime.
- 4.2(i)** Exempt employees may be required to work different schedules to meet specific customer needs or to conform to project work hours.

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- 4.2(j) Coaches may participate in an alternate work hours schedule subject to approval of their Work Group Manager.
- 4.2(k) Work Group Managers may participate in an alternate work hours schedule subject to approval of the General Manager.
- 4.2(l) Overtime will be assigned as necessary to meet District needs.

**4.3 Call-Back Emergency Situations**

Exempt employees may be called back to work during normal off hours to respond to emergencies or critical project needs. Compensation for these events are included in the Management Administrative Leave (MAL) program. Extended call-back for multiple events/days may be compensated under Special Project Pay, except for Work Group Managers, subject to approval by the Executive Team. Those employees who do not receive a vehicle allowance and are called back to work shall be reimbursed at the current IRS car rate per mile.

**4.4 Special Project Pay**

Exempt employees who work extended hours to meet special project, emergency, declared disaster or program needs may be eligible to receive Special Project Pay as described in the [Unclassified Employee Time Reporting Policy \(#5850\)](#), subject to approval of the Executive Team. Authorization for such hours to be reimbursed as Special Project Pay must be submitted by the employee's Work Group Manager to Business Services (Payroll).

**4.5 Scheduling and Shift Assignment**

- 4.5(a) Management will determine minimum daily work force requirements, including qualification/skills and staffing components. Decisions about how to meet daily work force requirements including vacation, holidays, other reasons away from work, overtime and shift assignments, will be made by the teams in accordance with each team's decision-making process.
- 4.5(b) The team's procedure must ensure that the District's operational needs are met and may incorporate seniority. The team's schedule will not be modified more often than once a year.
- 4.5(c) Coaches and Work Group Managers requesting vacation or other leave must indicate how coverage will be provided in their absence.

**SECTION 5 OVERTIME**

**5.1 Overtime**

Non-exempt employees who work overtime will receive overtime pay and/or compensatory time off at one and one-half times their current hourly rate for all overtime worked.

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Non-exempt employees may elect to receive compensatory time off at the rate of one and one-half hours for up to 26.7 hours (40 hours of time off) of overtime worked in a fiscal year. This is recorded and taken as Overtime Banked.

**5.2 Meal Allowance**

Non-exempt employees will be eligible for a meal allowance after completion of the first two (2) hours of overtime worked immediately prior to or after the scheduled shift of the employee. Employees will be eligible for the meal allowance for each subsequent continuous four (4) hours of overtime worked after completion of the first two (2) hours of overtime described above. The meal allowance amount is stated in the in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

All scheduled overtime shifts on the employee's day off will be based on eight (8) hour days. An employee will be eligible for a meal allowance after completion of the first two (2) hours of overtime prior to or after the scheduled eight (8) hour overtime shift.

Employees called out on unscheduled overtime will be eligible for a meal allowance after completion of four (4) hours of overtime worked and for each subsequent continuous four (4) hours thereafter.

**SECTION 6 HOLIDAYS**

**6.1 Schedule for Unclassified Employees (Except Work Group Managers)**

If a holiday falls on a Saturday, the previous Friday will be the observed holiday. If a holiday falls on a Sunday, the following Monday will be the observed holiday. When the Christmas and New Year's holidays (Christmas Eve, Christmas Day, New Year's Eve, New Year's Day) fall on Friday and Saturday, Thursday and Friday will be the observed holidays. When Christmas and New Year's holidays fall on Sunday and Monday, Monday and Tuesday will be the observed holidays. The following holidays will be observed.

Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
M.L. King's Birthday  
President's Day  
Memorial Day  
Independence Day

**6.1(a) Holiday of Employee's Choice (HEC)**

In addition to the above holidays, each employee covered by this section shall be entitled to 16 hours of Holiday of Employee's Choice (HEC) per fiscal year, subject to the approval of management.

- The 16 hours of HEC is credited at the start of each fiscal year.

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- HEC must be taken during the fiscal year and may not be carried over from one fiscal year to the next.
- The employee's unused HEC will be transferred to the employee's Catastrophic Leave Bank at the end of the fiscal year.

**6.2 Holiday Schedule for Work Group Managers**

If a holiday falls on a Saturday, the previous Friday will be the observed holiday. If a holiday falls on a Sunday, the following Monday will be the observed holiday. The following holidays will be observed for Work Group Managers.

Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
New Year's Day  
President's Day  
Memorial Day  
Independence Day

**6.2(a) Holiday of Employee's Choice (HEC)**

In addition to the above holidays, each Work Group Manager shall be entitled to 40 hours of Holiday of Employee's Choice (HEC) per fiscal year.

- HEC must be taken during the fiscal year and may not be carried over from one fiscal year to the next.
- Unused HEC will be transferred to the employee's Catastrophic Leave Bank.

**SECTION 7 VACATION LEAVE**

**7.1 Vacation**

Vacation leave will be accrued per pay period by all full-time employees at the following rates.

Years of Service	Accrual Rate	Days Accrued Per Year	Hours Accrued Per Year	Maximum Vacation Hrs.
0 – 3 Years	3.0800	10	80	240
4 – 9 Years	4.6160	15	120	280
10 Years	4.9280	16	128	288
11 Years	5.2320	17	136	296
12 Years	5.5440	18	144	304
13 Years	5.8480	19	152	312
14 Years	6.1600	20	160	320
15 Years	6.4640	21	168	328
16 Years	6.7680	22	176	336
17 Years	7.0800	23	184	344
18 Years	7.3840	24	192	352
19+ Years	7.6960	25	200	360

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**7.2 Accrual/Use**

Vacation leave earned may be taken as it is accrued by the employee.

**7.3 Carry-Over**

Vacation leave will be permitted to be carried over from one year to the next, with the maximum vacation leave accruable equal to the employee's current yearly accrual rate plus twenty (20) days.

Notwithstanding the provisions above, employees may submit a request for additional carry-over. The Executive Team will consider these requests and render a decision thereon within ten (10) working days. The decision of the Executive Team will be final.

**7.4 Vacation Sell-Back**

Employees accruing vacation at a rate of fifteen (15) or more days per year may sell back to the District a maximum of eighty (80) hours of accrued vacation (using whole hour increments only) per fiscal year. Reimbursement shall be made by multiplying the employee's current hourly rate times the number of hours to be sold.

**SECTION 8 MANAGEMENT & ADMINISTRATIVE LEAVE**

**8.1 Eligibility**

All exempt employees will be granted Management & Administrative Leave (MAL) in consideration of the many extra, uncompensated hours they work to get the job done. MAL will be credited to the employee's account on July 1 for the preceding fiscal year's service. Employees with less than 12 months' unclassified service in the preceding fiscal year will have such leave prorated. All leave must be recorded to the nearest one-tenth of an hour increment. MAL cannot be carried over on a yearly basis, but it may be cashed back during the year it is credited or deferred to the employee's 457b Plan at the end of the fiscal year.

**8.2 Accrual**

Accrual amounts are shown on the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**SECTION 9 SICK LEAVE**

**9.1 Accrual**

Sick leave will be allocated in a lump sum at the beginning of the fiscal year. For employees hired after July 1, sick leave will be prorated based on the employee's date of hire.

The annual ninety-six (96) hours of sick leave will be divided into two portions: sixty-four (64) hours will be placed in the employee's sick leave account and thirty-two (32) hours will be placed in the employee's Catastrophic Leave Bank.

The leave hours that accumulate in this account may be converted to additional service credit upon retirement with PERS.

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Sick leave time shall accrue during absences for which the employee is paid, including sick leave.

At the end of each fiscal year, any remaining sick leave from that fiscal year will be placed in the employee's Catastrophic Leave Bank.

**9.2 Use of Sick Leave**

**9.2(a)** Employees can use up to sixty-four (64) hours of sick leave annually for their own sick leave needs or for the sick leave needs of their immediate family. These sixty-four (64) hours will be the first sixty-four (64) hours of sick leave used each year except as provided herein. When an employee has twenty-seven (27) or fewer hours in his/her sick leave bank and the employee has time off due to a Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) qualifying event due to his/her own illness or the illness of a family member, the employee may use Catastrophic Leave and retain any remaining sick leave in his/her sick leave bank. Sick leave taken in excess of sixty-four (64) hours that does not meet the criteria for Catastrophic Leave will be deducted from the employee's earned leave balances (vacation, HEC, or MAL) or will be without pay at the discretion of the employee. Sick leave without pay in excess of thirty-two (32) hours annually is subject to the Leave without Pay section of this Policy.

**9.2(b)** Whenever possible, employees should schedule routine appointments outside of normal working hours.

**9.3 Use of Catastrophic Leave for Employee Illness/Injury**

Use of Catastrophic Leave for Employee Illness/Injury is subject to the following requirements:

**9.3(a)** Must be for an employee's serious health condition which qualifies under the FMLA/CFRA.

**9.3(b)** A physician must complete the FMLA/CFRA paperwork and excuse the employee from work. However, if an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank and has an acute injury or illness for which the employee has verification by a licensed medical professional that the injury or illness required constant documented medical supervision but the employee cannot obtain FMLA/CFRA authorization, the employee will be permitted to use Catastrophic Leave.

**9.4 Use of Catastrophic Leave for the Serious Illness of a Family Member:**

**9.4(a)** Must be a qualifying event under FMLA/CFRA.

**9.4(b)** Physician must complete FMLA/CFRA paperwork and excuse the employee from work.

**9.4(c)** Employee must match leave from his/her Catastrophic Leave Bank with earned leave or leave without pay hour for hour for the first eighty (80) hours used. For the next one hundred sixty (160) hours used, the employee must match Catastrophic Leave on the basis of two (2) hours of Catastrophic Leave for every hour of earned leave or leave without pay. For any additional hours used, the

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employee must match Catastrophic Sick Leave on the basis of one (1) hour of Catastrophic Leave for every hour of earned leave or leave without pay.

**9.4(d)** Family member is defined as follows:

- A spouse is a partner in marriage as defined in the Family Code Section 300.
- A domestic partner is a registered domestic partner as defined in California Family Code 297.
- A child is a biological, adopted, foster, stepchild, legal ward or child of a domestic partner who is either under the age of 18 or is an adult dependent child. An adult dependent child is one who is incapable of self-care because of a mental or physical disability. The child must meet the Internal Revenue Service standard for dependent children.
- A parent includes a biological, foster, adoptive, stepparent, legal guardian, or person who stood *in loco parentis* to the employee when the employee was a child.

**9.5 Use of Catastrophic Leave for Bonding**

An employee may take up to a total of 160 hours paid time off for bonding leave. The employee must match leave from their Catastrophic Leave Bank with earned leave or leave without pay on an hour-for-hour basis. (See FMLA/CFRA Policy for maximum number of hours available for bonding leave.)

**9.6 Notice**

An employee requesting sick leave shall inform management of the fact no later than the beginning of the shift on the first day of an illness. The employee will also inform management of the length of the anticipated absence. Management will specify how often the employee must call in.

If serious illness or injury prevents the employee from calling in, notice may be given by the employee's spokesperson (e.g.; spouse, adult family member, or other responsible party).

**9.7 Verification**

Absence due to routine doctor, dentist and medical appointments may require evidence satisfactory to the District. A doctor's certificate or other proof of illness may be required after the third consecutive day of absence on paid sick leave.

**9.8 Sick Leave Incentive Program**

**9.7(a)** As described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#), all unclassified non-exempt and exempt employees (excluding Coaches, Work Group Managers, and the HRA) employed as of the first pay period of the payroll fiscal year are eligible to receive sick leave incentive awards based on SL hours used each fiscal year. Time off must be used within 12 months or will be forfeited.

**9.9 Sick Leave Conversion**

**9.8(a)** The leave hours that accumulate in the Catastrophic Leave Bank will be converted to additional service credit on retirement with PERS.

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- 9.8(b)** For purposes of determining the amount of sick leave used during the payroll fiscal year, the following definitions apply:  
SL = leave designated as sick leave in the pay code.  
SL (A) = leave designated as sick leave in the attendance code (includes vacation or HEC used as sick leave).  
NOTE: Short-term disability will not be considered as part of either SL or SL(A).

**SECTION 10 FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA), PREGNANCY DISABILITY LEAVE (PDL)**

See Policy #5640.

**SECTION 11 URGENT PERSONAL BUSINESS**

- 11.1** For non-exempt, unclassified employees, time off for urgent personal business, when approved by management, will be deducted from accrued vacation leave, MAL, Holiday of Employees' Choice, or Vacation Retention Incentive Program (VRIP) balances at the employee's option.
- 11.2** For exempt employees, any time taken off for urgent personal business constituting less than four hours during a given business day does not require the use of leave, nor should the absence be recorded on the timecard unless directed otherwise by the employee's coach or manager. Excessive use of Urgent Personal Business will be considered in the employee's annual performance evaluation and may result in restrictions on use of this leave or in disciplinary action.

**SECTION 12 HEALTH AND WELFARE**

**12.1 Medical Insurance**

The District will provide a group health insurance program through the PERS Public Employees' Medical and Hospital Care Act to all eligible employees whose work schedules are at least 20 hours per week.

**12.2 Group Dental Plan**

The District will provide a group dental plan for all employees and their dependents where the employees' work schedule is at least 20 hours per week. The plan will be as described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**12.3 Group Vision Plan**

The District will provide a group vision plan for employees and their dependents (whose work schedules are at least 20 hours per week). The plan will be as described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**12.4 Life Insurance**

Each District employee whose work schedule is at least 30 hours per week will receive life insurance coverage equal to the employee's annual salary, to the nearest \$5,000. The employee's life insurance coverage for dependents is described in the Employee Benefits

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Summaries from the [Benefits Page on the Portal](#). The District will pay the life insurance premiums for employee and dependents.

**12.5 Employee Benefits Account**

**12.5(a)** The District will establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the District. Monthly contributions are based on the number of eligible dependents and are prorated by the employee's scheduled hours of work (40 hours per week = 100%; 20 hours per week = 50%). The contributions may only be used for medical insurance, dental insurance, and vision care premiums. These amounts include the Minimum Employer Contribution per month as defined by PERS, and are described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**12.5(b)** The District shall not treat this payment as compensation subject to income tax withholding or reporting unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are income subject to taxation. Each employee shall be solely responsible for any federal, state, or local tax liability arising out of the implementation of this section.

**12.5(c)** Employees may not elect to take this benefit as cash. If any employee chooses a medical plan that is more expensive than the total amount available as provided for in this section, the employee must pay the difference via a payroll deduction.

**12.5(d)** If an employee has proof of coverage under a spouse's or registered domestic partner's health plan or a United States military plan, the employee may opt to waive medical coverage. In such case, the employee will be paid a monthly amount based on the plan level for which the employee is qualified, as described in the Employee Benefits Summaries from the [Benefits Page on the Portal](#).

**12.5(e)** Medical plan payments for employees in an unpaid leave status will be made by the District in conformance with the PERS medical plan guidelines and the provisions of the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

**12.5(f)** Employees on an unpaid leave of absence for less than ten (10) working days (80 hours), or employees on a disciplinary suspension for less than ten (10) working days (80 hours), shall not be subject to a pro-rata reduction for the period of said absence.

**12.6 Preventive Medical Treatment**

The District will arrange and pay for any preventive medical treatment that it requires the employee to have, including inoculations for tetanus and typhoid, as well as booster shots, as needed. The District will also pay for employee inoculations for influenza upon request of the employee.

**12.7 Section 125 Plan**

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The District has established Section 125 Plan accounts, in which employees may contribute pre-tax dollars for dependent care and unreimbursed medical expenses. This Plan follows the regulations outlined by the IRS.

**12.8 Workers' Compensation**

Workers' Compensation Insurance is carried by the District at no expense to the employee.

**12.8(a)** Each employee who suffers an injury or illness during working hours must notify management at once, unless the employee is physically unable to do so. If the injury is undetected, the employee will immediately notify management upon detection of injury.

**12.8(b)** Each employee who is unable to work as a result of what is believed to be a job-connected injury or illness must visit a doctor for examination. Necessary forms will be prepared and submitted by the District to the District's Workers' Compensation Insurance claims administrator. If it is determined that the injury or illness is job-connected, no deduction will be made from the employee's sick leave and he/she will be paid his/her rate of pay.

**12.8(c)** When an injury/illness is certified by the District's Workers' Compensation Insurance claims administrator as arising out of and in the course of employment by Union Sanitary District, the employee shall be paid an amount which, together with Workers' Compensation benefits, shall equal his/her rate of pay. In no case shall the employee receive an amount greater than his/her rate of pay. These District payments will be continued for a period up to three (3) months (480 hours) for any one (1) injury or illness. The employee's regular rate of pay will be provided by the District during any waiting period before disability compensation is payable.

*Note:* Examinations (during the first thirty [30] days after a job-connected injury) by a District-selected doctor will in no way interfere with an employee's right to be seen by his/her doctor if the employee, prior to injury, has provided the District with a completed Predesignation of Personal Physician form. Examinations by a District-selected doctor will be in addition to examination by the employee-designated physician.

**12.8(d)** After 360 hours of job-connected injury or illness leave time off, any additional time off will run concurrently with FMLA/CFRA leave.

**12.8(e)** After 90 days of incapacity, the employee's accumulated sick leave time shall be charged until exhausted as based proportionately upon the difference between his/her rate of pay and the Workers' Compensation benefits to which he/she is entitled.

**12.8(f)** The District reserves the right to have the employee examined by District doctors at any time(s) following a reported job-connected injury or illness for determination of the employee's ability to return to work. The decision of the District doctor(s) will be final.

**12.8(g)** Notwithstanding the foregoing provisions, such payments shall not be made to any employee

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- who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation law
- whose injury or illness has become permanent
- who is retired on a permanent disability or pension
- who refuses to accept other District employment for which he/she is not substantially disabled.

**12.8(h)** Any employee bringing action against a third party to recover for injuries or disabilities for which Union Sanitary District has made payments of salary compensation shall forthwith give the District notice of such action, and thereafter Union Sanitary District shall be entitled to reimbursement arising out of any recovery made by the employee in such action or amounts paid for salary or compensation during the employee's disability.

**12.9 Disability Insurance Programs**

**12.9(a) Long-Term Disability**

The District will provide a long-term disability insurance program for each employee.

- Coverage begins ninety (90) calendar days from the onset of disability for disabilities covered under the District's long-term disability insurance program.
- Maximum insured monthly salary is \$9500 with a maximum benefit of \$6,333 per month.
- The District will pay the premiums for employee and dependent health and welfare benefits for the period during which the employee receives long-term disability insurance payments. The period of time for District payment of benefits will not exceed six (6) calendar months from the date of onset of long-term disability payments.

**12.9(b) Short-Term Disability**

- The District will provide a self-funded short-term disability insurance program for each employee, structured along the same guidelines as California State Disability Insurance Fund. Unclassified employees who have a non work-related, short-term disability as certified by a licensed medical practitioner are eligible to receive benefits after the seventh consecutive day of disability. Coverage for pregnancy-related disability shall be the same as covered under State Disability Insurance Fund.
- Coverage will be for two-thirds (2/3) of salary to the maximum per week allowed by the State Disability Insurance Fund. The employee must use leave balances to supplement the short-term disability payments. Sick leave shall be used first, in accordance with the Sick Leave Section above, then all other available leaves.
- The maximum duration of benefits shall not exceed the waiting period per the District's Long-Term Disability policy.
- Between the 61<sup>st</sup> and 90<sup>th</sup> day of disability, in the event the employee has exhausted all leaves, the District will supplement the short-term disability payments up to a total of 2/3 of salary.

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- The District will pay the premiums for employee and dependent health and welfare benefits for the period during which the employee receives short-term disability insurance payments.

**12.10 Employee Assistance Program**

The District will provide a qualified Employee Assistance Program to assist employees and dependents in successfully handling various normal life stresses, including problems related to work, personal relationships, and major life changes. If the current contractor's service is terminated, the District shall provide the service through another contractor.

**SECTION 13 MILITARY DUTY**

An employee will be allowed military service leave for active duty, in accordance with the provisions of the Military and Veterans Code of the State of California. Leave of absence with pay will be granted to an employee required to report for Selective Service Physical Examination. The District will make whole employees who are required to participate in regular (annual) military reserve duty, but no employee shall receive more than his/her regular pay.

**SECTION 14 JURY OR SUBPOENAED WITNESS DUTY**

The District will grant employees time off work without loss of pay for Jury or Subpoenaed Witness Duty unless it involves personal business. See [Policy #5360](#).

**SECTION 15 FUNERAL LEAVE**

**15.1** The District will grant a paid leave of absence to employees in case of death in the immediate family to prepare for and attend funeral services. Immediate family is defined as parent, spouse, registered domestic partner, child, child of a registered domestic partner, brother, sister, grandparent, or parent-in-law, except that a relative residing in the same household may, for the purpose of this section, be considered immediate family. The employee will be allowed a leave of absence not to exceed twenty-four (24) hours without charge to employee's accrued leave. This amount will be pro-rated for employees working less than full-time.

**15.2** Absences for the purpose of attending funerals as set forth above, in excess of the allowed twenty-four (24) hours, will be charged against the employee's Catastrophic Leave Bank, accrued vacation, MAL, HEC, or VRIP at the option of the employee, with the approval of management.

**SECTION 16 LEAVE WITHOUT PAY AND BENEFITS**

Employees requesting leave without pay shall do so in accordance with established District policy. The decision to approve or disapprove said leave shall rest solely with the District. Those employees who receive approval of their requests must take said leave in one-hour increments (using whole hours only). There will be no leave accruals during said leave without pay. Employees shall reimburse the District for the pro rata share of all employee benefit costs paid by the District during any absence greater than eighty (80) hours within the same calendar month. See [Policy #5660](#).

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**SECTION 17 EMPLOYMENT DEVELOPMENT**

Professional and career development for each individual employee will be discussed during the annual evaluation process and appropriate goals will be established.

**SECTION 18 MILEAGE REIMBURSEMENT AND VEHICLE ALLOWANCE**

**18.1 Mileage Reimbursement**

Employees who use their own vehicles in the conduct of approved District business shall be reimbursed per mile at the current IRS mileage rate. Also, employees who are called back to work, not in conjunction with their assigned shift, shall be reimbursed at the same rate. Anyone receiving a vehicle allowance is not eligible for mileage reimbursement.

**18.2 Vehicle Allowance—Managers and Coaches**

**18.2(a)** Managers shall receive a monthly sum in lieu of the exclusive use of a District vehicle. The amount is stated in the Employee Benefits Summaries from the [Benefits Page on the Portal](#). Only those Coaches appointed prior to December 1, 2013 shall receive this allowance.

**18.2(b)** Verification of proof of business insurance must be provided in order to receive this vehicle allowance. The District does not reimburse employees for the portion of the vehicle insurance associated with District business.

**SECTION 19 EDUCATIONAL IMPROVEMENT**

**19.1 Reimbursement**

To encourage District employees to improve their knowledge, the District will reimburse employees for tuition and book expenses incurred for educational meetings and courses which are approved by the District, upon evidence of successful completion of the course work, up to the maximum specified by the District. All District-paid books, equipment, and/or reference materials become the property of the District. Details of the program are in the [Employee Education Policy \(#5330\)](#).

**19.2 Certification Fee Reimbursement**

The District will reimburse employees whose positions require them to be certified by the California Water Environment Association (CWEA) or the State of California under the Mandatory Wastewater Treatment Plant Supervisors and Operators Law to include

- all examination fees for taking and successfully passing certification examinations and renewal fees
- filing fees for the first through the third filing, provided the employee is determined to be qualified to take a particular examination.

When a certification examination is to be administered during an eligible employee's regularly scheduled work hours, said employee will be allowed sufficient time off with pay to take said examination, provided that said employee has given management a written request for time off to take the examination, including the date, place, and time of the examination, at least thirty (30) days in advance.

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The District will reimburse examination, registration, and renewal fees for all other employees who desire CWEA or State Operator Certification, State Professional Licensing, and any other professional or paraprofessional certification, as approved by management.

Filing fees are reimbursed by the District unless the employee is determined not to be qualified to take the examination or does not pass the examination after three attempts.

**19.3 Professional Associations**

The District will pay the membership fees for relevant professional associations for those wishing to participate.

**SECTION 20 SEPARATION PAYMENT ALLOWANCES**

**20.1 Vacation and HEC**

**20.1(a)** An employee who separates from District employment will be paid for accumulated vacation time and earned HEC at the rate of pay in effect at time of separation.

**20.1(b)** Upon separation from District employment, unclassified employees are entitled to payment of all unused HEC leave associated with the current fiscal year.

**20.2 MAL**

**20.2(a)** An employee who separates from District employment will be paid for:

Any unused MAL, at the rate of pay in effect at the time of separation. The prorated portion of MAL they would have earned at the end of the current fiscal year

Work Group Managers are not eligible to receive the 40 hours of paid MAL unless they are employed on the first day of the following fiscal year.

**20.3 Overtime Payout**

A non-exempt employee who separates from employment or whose employment is terminated will be paid for overtime already worked pursuant to the appropriate provision.

**20.4 Death/Sick Leave Payout**

Upon the death of an employee, the stipulated beneficiary will be paid an amount equal to one-half (1/2) the employee's accumulated sick leave at the salary in effect at the time of the employee's death.

Accrued vacation, MAL, and HEC due an employee who passes away while employed with the District will be paid to the employee's stipulated beneficiary. If there is no stipulated beneficiary, it will be paid to the estate of the employee.

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**SECTION 21 RETIREMENT**

**21.1 Public Employees' Retirement System (PERS)**

**21.1.(a) PERS “Classic” Employees**

In accordance with the employee deduction schedule specified in the Public Employee's Retirement System Unmodified Formula Plan, for employees who meet the definition of “Classic Members” under the Pension Reform Act of 2013, the District shall pay six percent (6%) of the employee’s contribution to PERS to the employee’s account. The employee shall pay, on a pre-tax basis, the remaining two percent (2%) of the employee contribution to PERS.

In addition to the 2% payment above, the employees will contribute the following amounts to PERS for pension:

- Effective 6/6/13, employees will pay additional contribution of 1.5% for pension (this contribution will be a portion of the employer contribution in order to maintain the current EPMC for highest salary year purposes).
- Effective 3/1/14, employees will pay additional contribution of 1.5% for pension for a total contribution of 3.0% (this contribution will be portion of employer contribution in order to maintain current EPMC for highest salary year purposes).
- Effective 3/1/15, employees will pay additional contribution of 1.5% for pension for a total contribution of 4.5% (this contribution will be portion of employer contribution in order to maintain current EPMC for highest salary year purposes).
- Effective 3/1/16, employees will pay additional contribution of 1.5% for pension for a total contribution of 6% (this contribution will be portion of employer contribution in order to maintain current EPMC for highest salary year purposes).

Total employee contribution for employees shall not exceed 8%.

**21.1.(b) PERS “New Members”**

Employees who meet the definition of a “New Member” under the Pension Reform Act of 2013 will have pension contributions as specified in Government Code Section (GCS) 7522.30 and benefits consistent with GCS 7522 et al.

**21.2 PERS Options**

**21.2.(a) PERS Options for “Classic” Employees**

The District's existing PERS Retirement Contract:

- provides the 2.5% @ 55 retirement formula
- allows employees to retire with benefits under the PERS system based up the highest year of compensation
- allows the 6% Employer Paid Member Contributions (EPMC) to be included by PERS in the employee’s pay rate for the highest compensation year
- converts unused sick leave at the time of retirement to additional service credit at the rate of 0.004 year of service credit for each eight (8) hours of unused sick leave (approximately 2080 hours of sick leave equals one [1] additional year of service credit).

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- provides the option for employees to buy back military service and apply it to their retirement credit
- provides 4<sup>th</sup> level PERS 1959 Survivor Benefits. A deduction of two dollars (\$2.00) per month, per employee, is required.

**21.2.(b) PERS Options for “New Members”**

The PERS Retirement Contract for employees categorized as “New Members”:

- provides the 2% @ 62 retirement formula as specified in Government Code Section (GCS) 7522.30
- allows employees to retire with benefits under the PERS system based upon the average of the highest three (3) years of compensation
- converts unused sick leave at the time of retirement to additional service credit at the rate of 0.004 year of service credit for each eight (8) hours of unused sick leave (approximately 2080 hours of sick leave equals one [1] additional year of service credit).
- provides the option for employees to buy back military service and apply it to their retirement credit
- provides 4<sup>th</sup> level PERS 1959 Survivor Benefits. A deduction of two dollars (\$2.00) per month, per employee, is required.

**21.3 Retiree Medical Reimbursement**

**21.3(a)** The Retiree Medical Reimbursement shall include any contribution made by the District directly to PERS, including the Minimum Employer Contribution (MEC) for retiree or spouse or registered domestic partner. In the event of the death of the retiree, the MEC will be made on behalf of the surviving spouse or registered domestic partner. For married couples who both retire from USD and receive medical reimbursement, in the event of the death of one of the retirees, the Retiree Medical Reimbursement will continue for only the surviving retiree.

**21.3(b)** Monthly Reimbursement Amounts:

- For employees who retired from the District after February 28, 2001, a monthly reimbursement, up to Three Hundred Dollars (\$300), will be provided for medical coverage.
- For employees who retire from the District after February 28, 2008, a monthly reimbursement will be provided for medical coverage as specified in the Retiree Medical Reimbursement Summary, Attachment C.

**21.3(c)** The District shall not treat the District reimbursement to the medical retirement plan as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such reimbursements are taxable income subject to withholding. Each retired employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

**21.4 Eligibility for Retiree Reimbursement**

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- 21.4(a)** To be eligible for the benefit described above, the employee must retire under a regular or disability PERS retirement, must be at least 50 years of age, and must have been employed by the District for at least ten (10) years.
- 21.4(b)** The employee may remain enrolled in a PERS medical plan, elect an insurance plan outside of PERS, or provide proof of coverage under the spouse's or domestic partner's health insurance plan in order to receive reimbursement from the District in an amount not to exceed \$300, minus an administrative fee. If covered under spouse or domestic partner's plan, reimbursement will be made for the portion of the premium associated with coverage for the employee. The retiree must notify the District within thirty (30) days of the retiree's and/or spouse's eligibility for Medicare. The surviving spouse or domestic partner of an eligible retiree shall remain eligible until his/her death or remarriage, or entrance into a new domestic partnership, and the spouse or domestic partner must maintain enrollment in a medical insurance plan as described in this paragraph.
- 21.4(c)** The reimbursement amount shall provide for the actual medical premium cost for the retiree and dependent(s). At no time shall the retiree receive in excess of the premium amount.
- 21.4(d)** In the event of the death of an employee prior to retirement who would be qualified for benefits, the surviving spouse or registered domestic partner shall remain eligible until his/her death or remarriage, or entrance into a new domestic partnership, and the spouse must maintain enrollment in a medical insurance plan as described in Section 21.4(b).
- 21.4(e)** The retiree is responsible for maintaining eligibility requirements and for notifying the District of any change in eligibility status. If the retiree fails to report any change in status within thirty (30) days of the change, the retiree shall refund any excess amounts received.
- 21.4(f)** Checks will be issued quarterly to the retiree or surviving spouse or registered domestic partner. The District may require verification of medical plan enrollment and costs.
- 21.4(g)** Employees who separate from the District and do not retire under PERS are not eligible to receive any of the retiree health benefits.

**21.5 Retiree Medical Benefits Actuarial Study**

The District will make available any reports on the status of funds in the established by the District under the California Employers' Retiree Benefit Trust Fund to be used toward the payment of retiree medical benefits.

**SECTION 22 SAFETY**

- 22.1** The District is committed to having a safe and healthful work environment; complying with all federal, state, and District safety regulations; and creating an atmosphere that promotes safety and employee health.

No employee will be expected to, nor shall any employee be permitted to, perform work in an area or manner deemed to be unsafe according to the applicable standards established by state and federal law and District Policies and Procedures.

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- 22.2** In accordance with the Injury and Illness Prevention Program, the Safety Committee shall be composed of classified, unclassified, and management representatives from throughout the District.
- 22.3** This Committee will meet on a regular basis to promote safe work practices, investigate safety hazards and recommend remedial action in a timely manner, and promote communication about safety matters.
- 22.4** Consistent with the District's Injury and Illness Prevention Program, any violation of safety policies, procedures, or safe work practices will result in appropriate disciplinary action, up to and including the possibility of termination of employment.

**SECTION 23 SAFETY RECOGNITION PROGRAM**

Unclassified employees, except management, may participate in the District's Safety Recognition Program. Management may participate in non-monetary portions of the program or in any elements involving additional funds authorized by the Board.

**SECTION 24 PROTECTIVE CLOTHING AND EQUIPMENT**

**24.1 Responsibility**

It is the responsibility of each employee to make every reasonable effort to maintain the clothing and equipment provided in good working order. In every case, management and/or the District Safety Committee will determine the need for protective clothing and equipment.

No District-provided clothing or equipment may be taken home without the express prior approval of management. Those employees who come in contact with sewage or other contaminated materials shall not take such contaminated clothing and equipment home under any circumstances.

**24.2 Uniforms**

The District will furnish, at no expense to the employee, all safety equipment required, including hard hats, safety shields, goggles, gloves, rain gear, rubber boots, work jackets, work shirts, and trousers to all employees whenever their work requires such items to be worn.

All employees issued uniforms, protective clothing, and equipment are required to wear all items when performing assignments in a work area requiring this clothing. Uniforms are defined as all clothing assigned to an employee for specific work assignments.

**24.3 Safety Glasses**

Whenever the work requires safety glasses to be worn, they will be furnished by the District, from a current prescription furnished by the employee, to those employees regularly wearing corrective glasses. Employees will be responsible for any costs incurred above the price limits set by the Safety Shoe and Glasses Task Force.

**24.4 Safety Shoes**

When safety shoes are determined to be necessary by the District, employees will purchase said shoes and may purchase one pair of insoles per pair of shoes as required.

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Employees will be responsible for any costs incurred above the price limits set by the Safety Committee.

**SECTION 25 PERSONNEL FILES**

**25.1** The District shall maintain only one (1) official personnel file. Employees are entitled to review and make copies of contents, subject to the State Government Code.

The District will furnish one copy of any item placed in an employee's personnel file at the time of placement, at no cost to the employee. Additional copies may be obtained at a later date; employees may be charged a small copy per page fee for additional copies.

**24.2** Documents of employee disciplinary action will be retained in the employee personnel file for the time period specified below. In the event that the employee has had no further disciplinary action during the time period in which the document is in the personnel file, the document will then be moved to a separate historic disciplinary file. In the case of written reprimands, the records will be destroyed five (5) years from the date the document was issued, provided that no further disciplinary action has occurred during that five (5) year period.

A Human Resources representative will notify the employee when the employee's historic disciplinary file is reviewed. It is the employee's responsibility to review his/her files and request documents be moved (or destroyed) in accordance with the agreed upon schedule.

<b>Type of Disciplinary Action</b>	<b>Years to be retained in Personnel File</b>
Written Reprimand	3 years
Suspension of less than 3 days	5 years
Suspension of 3 to 10 days	7 years
Suspension of more than 10 days	10 years
Suspension of any length for violence in the workplace, sexual harassment, or protected class discrimination	10 years

Historic disciplinary files can only be reviewed under the following conditions:

- Subpoena or request by an administrative agency
- In the event future disciplinary action is being considered
- By the employee or the employee's authorized representative

**SECTION 26 PERIODIC REVIEW**

**26.1** These Unclassified Employee Rules and Regulations will be reviewed periodically to ensure they remain accurate and reflect current practices at the District. Management will review proposed changes with the affected employees prior to revising this document.

**26.2** The Unclassified Employee Group may request a meeting with management to propose changes to these Rules and Regulations.

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**SECTION 27 APPEAL OF DISCIPLINARY ACTION OR OTHER MATTERS**

**27.1** The following appeal process is available to any unclassified employee who may disagree with a disciplinary action taken or disagree with a management decision made related to these Unclassified Employee Rules and Regulations.

**27.1(a) Step 1: Appeal.** An unclassified employee may appeal a disciplinary action or decision to the District’s Human Resources Administrator within six (6) working days of the action. The Human Resources Administrator (HRA) will review the specific circumstances of the action or decision for consistency with these rules and regulations and District policy. The HRA will present his/her findings to the employee and employee’s coach and make a recommendation to the employee’s work group manager on any suggested changes in the disciplinary action or decision being appealed within ten (10) working days from date of receipt of appeal. The work group manager will inform the employee of his/her decision.

**27.1(b) Step 2: Appeal.** Within six (6) working days from receipt of decision, an unclassified employee may appeal to the General Manager the decision made in the Step 1 appeal. The employee will meet with the General Manager to present his/her appeal and answer questions regarding the specifics of the incident. The General Manager may consult with Human Resources staff, management staff and other outside resources to address issues of the appeal. The General Manager will inform the employee of his/her decision on the appeal within twenty (20) working days of the meeting with the employee.

**27.1(c) Step 3: Appeal.** Within six (6) working days from receipt of decision, an unclassified employee may appeal the decision made in the Step 2 appeal to the District’s Board of Directors. At the Board’s discretion they will hear the employee’s appeal through one of the following:

- A meeting of the Personnel Committee or other Ad Hoc Committee established by the Board
- A meeting of the full Board
- A meeting with an independent Hearing Officer engaged by the Board who will report findings and recommendations to the Board

After hearing the appeal, the Board will inform the employee of their decision directly or through the General Manager. The decision of the Board will be final.

Approved by:	Board of Directors and General Manager
Author/Owner:	Human Resources Administrator
Reviewers:	Executive Team
Notify Person:	Human Resources Administrator
Review Frequency:	Every 3 Years
Revision Due:	2/2017

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Manny Fernandez  
President, Board of Directors

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Paul Eldredge  
General Manager

**UNCLASSIFIED EMPLOYEES RULES & REGULATIONS  
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**ATTACHMENT A**

Unclassified Non-Exempt Professional and Confidential Employees

Assistant Engineer  
Assistant to the General Manager  
Buyer I/II  
Information Systems Analyst  
Junior Engineer  
Senior Accountant

Unclassified Exempt Professional and Confidential Employees

Associate Engineer  
Environmental Health and Safety Program Manager  
Environmental Programs Coordinator  
Human Resources Analyst  
Information Technology Administrator  
Organizational Performance Program Manager  
Principal Engineer  
Principal Financial Analyst  
Purchasing Agent  
Senior Database Administrator/Developer  
Senior Engineer  
Senior GIS /Database Administrator  
Senior Information Technology Analyst  
Senior Network Administrator  
Senior Process Engineer  
Technical Training Program Manager

Unclassified Exempt Management Employees

Coach  
Human Resources Administrator  
Work Group Manager

## Documentation of Changes to Unclassified Employees Rules and Regulations

Page/Section	Recommended Change
Page 3, Section 3.1; Performance Compensation	Changed the frequency of Market Survey on all unclassified positions to annually.
Page 4, Section 3.5; Salary on Promotion	Wording change from “at least” 80% to “no less than” 80%.
Page 4, Section 3.7	Corrected name of Temporary Out of Class Compensation to match the Unclassified Time Reporting Policy (#5850).
Page 5, Section 4.1(e); Limited Term	Added Limited Term employment designation with time limits and benefits agreements.
Page 5, Section 4.1(g); Probationary Period	Added provision that Work Group Managers serve at-will with no probationary period.
Page 8, Section 6.1(a); Holiday of Employee’s Choice (HEC)	Clarified when HEC is credited and when unused HEC is transferred to employee’s CAT Bank.
Page 9, Section 6.2(a); Holiday of Employee’s Choice (HEC)	Clarified when Work Group Manager additional HEC must be taken, that it may not be carried over.
Page 10, Section 8; Management & Administrative Leave	Added “&”, which is the correct terminology for this leave (should be Management & Administrative Leave, not Management Administrative Leave).
Page 11, Section 8.1, Eligibility	Added that unused MAL may also be deferred to the employee’s 457K Plan at the end of the fiscal year.
Page 11, Section 9.2(a)	Changed the Section # to the Section title, to avoid having to change in the future if additional sections are added to the Unclassified Employees Rules and Regulations
Page 12, Section 9.5; Use of Catastrophic Leave for Bonding	Added section to address the use of CAT leave for bonding purposes to match wording added to MOU.
Page 12, Section 9.6: Notice	Added language expanding individuals who may provide notice of employees’ serious injury or illness (recommended by Joan Pugh Newman of Wiley, Price & Radulovich)

## Documentation of Changes to Unclassified Employees Rules and Regulations

Page/Section	Recommended Change
Page 13, Section 11.1	Added Vacation Retention Incentive Program leave balances as a type of leave that may be used for Urgent Personal Business.
Page 14, Section 12.5(d)	Expanded types (added registered domestic partner's or US military plan) of insurances an employee may have in order to opt to waive District medical coverage.
Page 15, Workers' Compensation	Formatting changes; replaced bullets with paragraph numbers to make consistent with the rest of the document; capitalized Workers' Compensation Insurance throughout section.
Page 15, Section 12.8(c)	Changed duration of District payments to make employee "whole" from 2 to 3 months (480 hours); updated "written notice of name and address of doctor" to name of required Pre-designation of Personal Physician form.
Page 15, Section 12.8(d)	Added when Workers' Compensation time off must run concurrently with FMLA/CFRA leave (consistent with requirements for classified employees in MOU).
Page 15, Section 12.8 (e)	Changed "After 60 days of incapacity" to after 90 days...
Page 16, Section 12.9(a); Long-Term Disability	Updated maximum insured monthly salary to reflect recent agreement.
Page 16, Section 12.9(b); Short-Term Disability	Changed the Section # for Sick Leave to the Section title, to avoid having to change in the future if additional sections are added to the Unclass Employees Rules & Regs; spelled out Long-Term Disability (replaced LTD).
Page 17, Section 16	Added reference to Policy #5360, "Paid Time Off for Jury and Subpoenaed Witness Duty."
Page 17, Section 15.2	Added Vacation Retention Incentive Program (VRIP) as leave that may be used to attend funerals in excess of allowed 24 hours.

## Documentation of Changes to Unclassified Employees Rules and Regulations

Page/Section	Recommended Change
Page 18, Section 18.2; Vehicle Allowance – Managers and Coaches	Changed language to eliminate Vehicle Allowance for Coaches appointed after December 1, 2013.
Page 19, Section 20.1	Removed MAL from this section; added payment entitlement for unused vacation and HEC upon separation from District employment.
Page 19, Section 20.2, MAL	Added payment entitlement for unused MAL upon separation from District employment; added statement that Work Group Managers are not eligible to receive the 40 hours of paid MAL unless employed on the first day of the following fiscal year.
Pages 20, Section 21.1; Public Employees' Retirement System (PERS)	Added Section 21.1(a) pertaining to "Classic" Employees under the Public Employees Pension Reform Act (PEPRA) outlining Classic Employee PERS contributions through 3/1/16; Added Section 21.1(b) pertaining to "New Members" under PEPRA and their contributions to PERS.
Pages 20-21; Section 21.2; PERS Options	Added Section 21.2(a) outlining PERS options for "Classic" Employees; added Section 21.2(b) outlining PERS options for "New Members."
Page 21, Section 21.3(a) and (b); Retiree Medical Reimbursement	Changed format; created Retiree Medical Reimbursement Summary attachment, which can be easily updated as further changes occur.
Page 22, Section 21.4(c)	Added language that if a married couple both retire from the District and receive medical reimbursement, in the event of the death of one of the retirees, the Retiree Medical Reimbursement will continue for only the surviving retiree.
Page 22, Section 21.4(g), Retiree Medical Benefits Actuarial Study	Removed reference to Unclassified Employee Group; reports on status of funds of this nature will be shared with Unclassified employees.
Pages 23, Section 23; Safety Incentive Program	Changed to Safety Recognition Program, the current program name.
Pages 23-24, Section 24.4; Safety Shoes	Updated entity that oversees safety shoe price limits from "Safety Shoe Committee and Glasses Task Force" to Safety Committee.
Page 24, Section 25; Personnel Files	Added language on review of personnel files
Page 26, Attachment A	Updated Exempt and Non-Exempt Classifications



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**  
Paul R. Eldredge  
*General Manager/District  
Engineer*

David M. O'Hara  
*Attorney*

**DATE:** October 6, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Sami Ghossain, Manager of Technical Services  
Raymond Chau, CIP Coach

**SUBJECT:** Agenda Item No. 9 - Meeting of October 13, 2014  
**Approving an Addition to the FY15 CIP Budget for the Warm Springs Laterals Project**

### **Recommendation**

Staff recommends the Board approve an addition to the FY15 CIP budget for the Warm Springs Laterals Project in the amount of \$200,000. This will be funded from the Renewal and Replacement Fund.

### **Background**

In August 2014, the District issued two permits to a plumbing contractor for repairs to two sewer laterals at the Warm Springs Plaza located on the northeast corner of Mission Boulevard and Warm Springs Boulevard. The plumbing contractor, Rescue Rooter, was working on clearing two sewer laterals from the shopping plaza, one opposite a bank, and another opposite a coffee kiosk. See attached aerial maps (Figures 1 and 2). Apparently, the property manager, Universal Maintenance, had hired Rescue Rooter and others to clear the chronically clogged sewer laterals during the past several years. This summer, Rescue Rooter determined that the problem is at the sewer main. They excavated and exposed the two lateral connections to the sewer main on Warm Spring Boulevard to investigate whether there were any structural issues with the connections. When Rescue Rooter discovered the sewer laterals were properly connected to the sewer main, they contacted the District for assistance.

The District responded to the inquiry and discovered that the two sewer laterals were still connected to the old 8-inch diameter main, which was abandoned when a new 18-inch diameter was installed during the Upper Warren Avenue Sewer Project. Upon the discovery of the sewer lateral connection issue, staff was of the opinion that the first priority should be the re-connection of these laterals in the quickest and safest manner possible.

The District constructed the Upper Warren Avenue Sewer Project in 2000. The project included the replacement of existing sewer mains and manholes and reinstatement of sewer laterals on Warren Avenue, Warm Springs Boulevard, and Brown Road in Fremont. The contractor, K. J. Woods, constructed the sewer mains using both microtunneling and open cut excavation methods. The project was designed by GHD, formerly Winzler and Kelly, and construction management was provided by Sverdrup Civil. A map of the project area is shown in Figure 1.

Staff searched the old project files and determined there was a design discrepancy in the Upper Warren Avenue Sewer Project, specifically in determining how many laterals were connected to the old sewer and assessing which laterals needed to be relocated to the new 18-inch diameter sewer main. After examining the project design submittals and relevant reports, connecting the coffee kiosk lateral was deleted from the project scope, possibly because it was deemed a “dead” lateral. The bank lateral, on the other hand, was not positively identified; possibly because the grease and sags in the old sewer main may have obstructed the television inspection camera. Staff contacted the design consultant to inquire about their project files, but the files were kept for only twelve years.

### **Warm Springs Laterals Project**

The District has an agreement with McGuire and Hester (M&H) to provide standby emergency services. Staff directed M&H to connect the two sewer laterals to the 18-inch diameter sewer main and tracked the costs on a time and materials basis.

M&H commenced with the field work on August 28, 2014, and completed it on September 10, 2014. The work was time-consuming due to the following reasons:

1. The 18-inch diameter sewer main is approximately twenty feet deep (compared to the twelve-foot depth of the old 8-inch diameter sewer main).
2. The City of Fremont limited the work hours between 9:30 am and 3:30 pm due to the heavy traffic in this area.

3. The two excavation areas on Warm Springs Boulevard were confined due to the need to keep one lane in both directions open at all times.

### **Costs**

M&H submitted their labor, equipment and material cost information and staff is currently reviewing the information. Staff should be complete with its review and can authorize payment to M&H upon the Board's approval of the Warm Springs Laterals Project to the FY15 CIP budget. M&H's submitted cost is approximately \$132,000.

In addition, Universal Maintenance has submitted its claim for costs associated with sewer lateral clearing and investigation work. Staff is currently reviewing this information and will work with Universal Maintenance to resolve this. Universal Maintenance's submitted cost is approximately \$50,000.

There will be other project costs such as the encroachment permit and associated inspection fees with the City of Fremont, and the repair of a traffic signal wire on Warm Springs Boulevard that was apparently damaged by the construction work. Staff estimates these costs at \$15,000.

Staff recommends the Board approve the addition to the FY15 CIP budget for the Warm Springs Laterals Project in the amount of \$200,000 under the collection system category.

PRE/SG/RC;ks

Attachments: Figure 1 Upper Warren Avenue Sewer Project  
Figure 2 Warm Springs Laterals Project

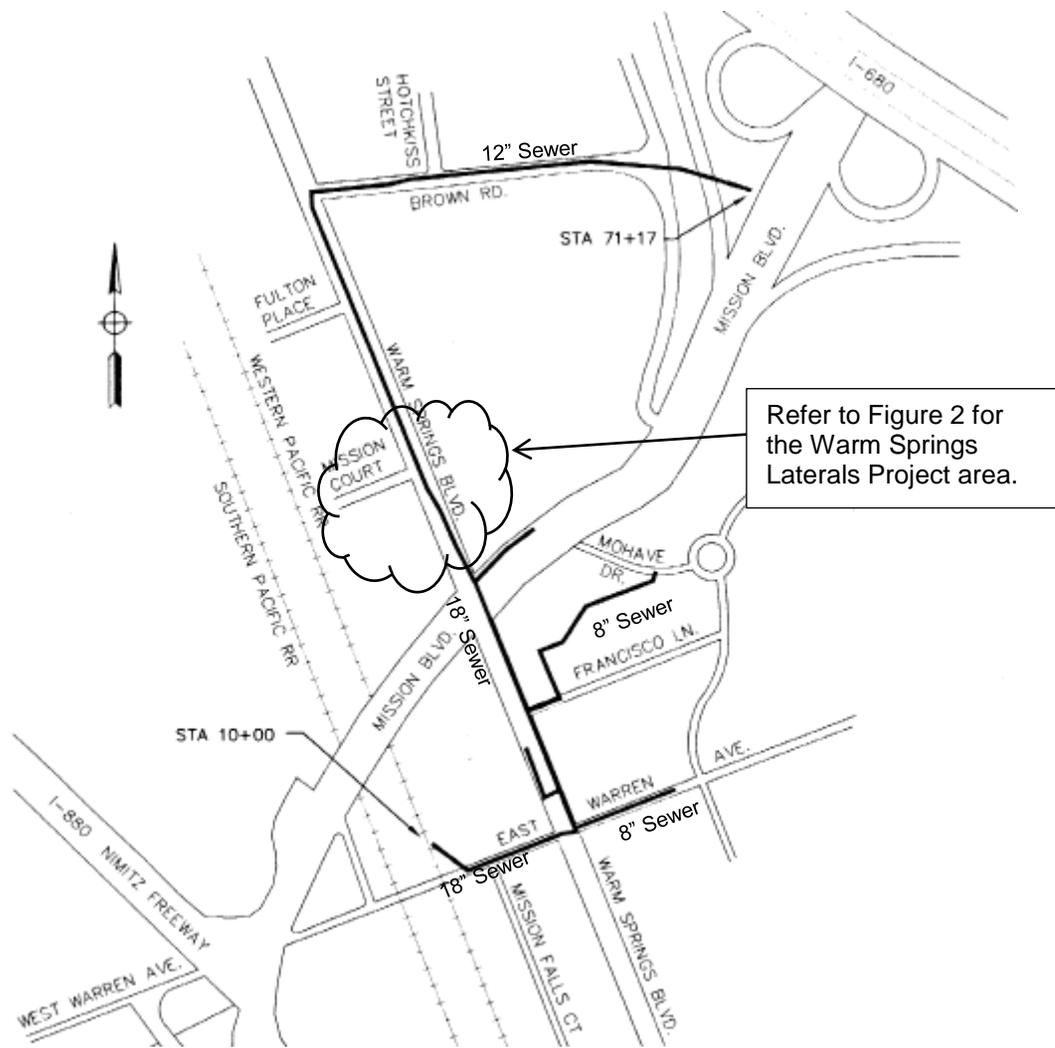


Figure 1 – Upper Warren Avenue Sewer Project

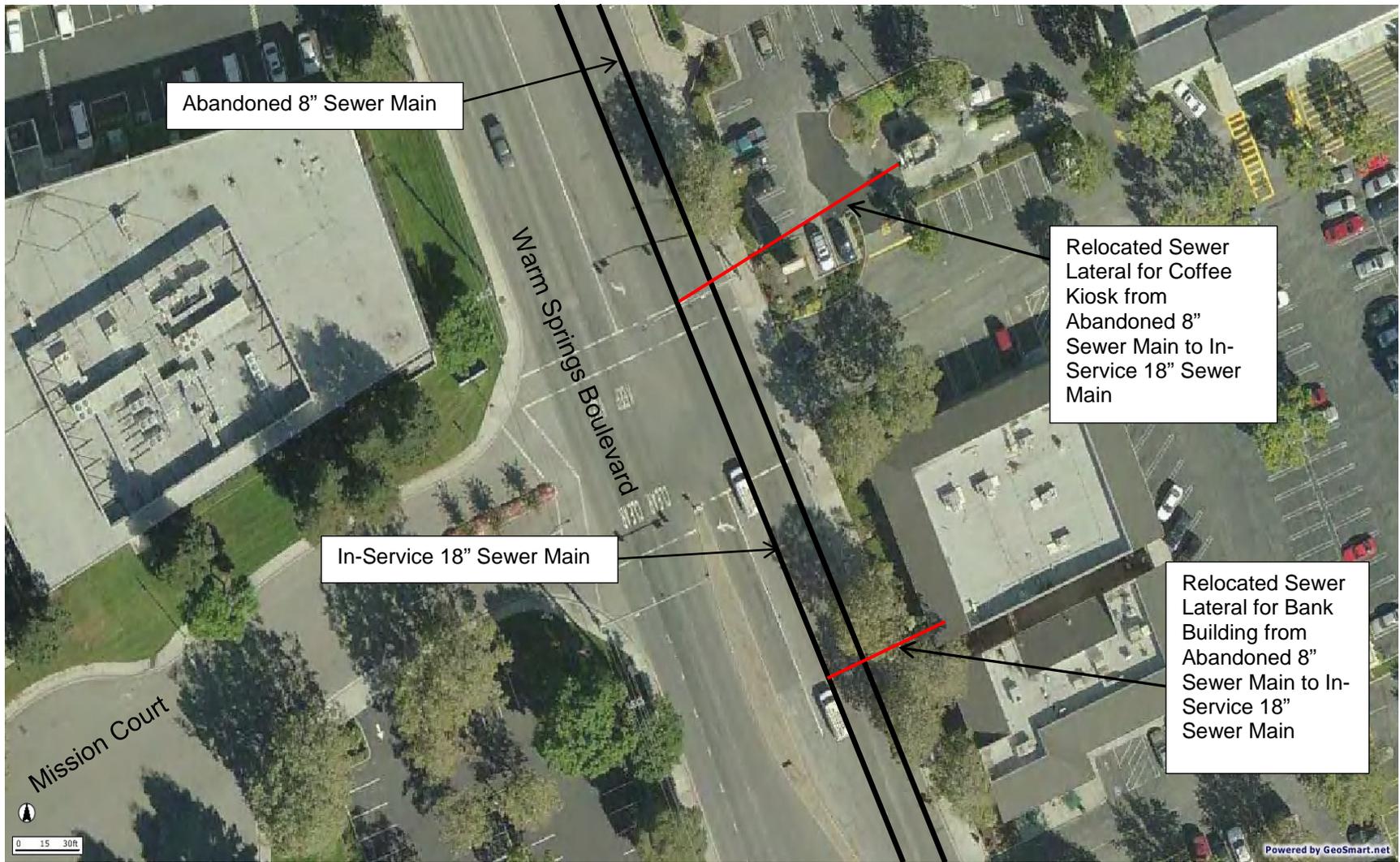


Figure 2 – Warm Springs Laterals Project

**UNION SANITARY DISTRICT  
CHECK REGISTER  
09/13/2014-10/03/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155368	9/25/2014	13233	SAK CONSTRUCTION LLC	UPPER HETCH HETCHY SS REHABILITATION	\$717,711.53	\$717,711.53
155416	10/2/2014	800394.1	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II	\$483,628.85	\$483,628.85
155409	10/2/2014	3695	DW NICHOLSON CORP	COGENERATION PROJECT	\$166,148.17	\$166,148.17
155322	9/25/2014	800424.2	ANDERSON PACIFIC ENG CONST INC	PLANT FACILITIES IMPROVEMENTS	\$114,944.06	\$114,944.06
155329	9/25/2014	201300818	COVELLO GROUP INC	COGENERATION PROJECT	\$54,014.75	\$81,105.18
	9/25/2014	20130354		THICKENER CONROL BUILDING IMPROVEMENTS PHASE II	\$27,090.43	
155360	9/25/2014	170120140910	PACIFIC GAS AND ELECTRIC	SERV TO 08/21/14 PLANT	\$65,601.54	\$65,601.54
155375	9/25/2014	30102837	SYNAGRO WEST LLC	AUGUST 2014 BIOSOLIDS DISPOSAL	\$56,497.51	\$56,497.51
155437	10/2/2014	915361	POLYDYNE INC	43,420 LBS CLARIFLOC C-6267	\$47,544.90	\$47,544.90
155334	9/25/2014	901845295	EVOQUA WATER TECHNOLOGIES	3,178 GALS HYDROGEN PEROXIDE	\$14,754.82	\$40,884.50
	9/25/2014	901845293		2,915 GALS HYDROGEN PEROXIDE	\$13,533.76	
	9/25/2014	901845294		2,713 GALS HYDROGEN PEROXIDE	\$12,595.92	
155459	10/2/2014	2025894	WEST YOST & ASSOCIATES	MISC SS SPOT REPAIRS PHASE V	\$7,625.78	\$38,880.36
	10/2/2014	2025848		UPPER HETCH HECTCHY SS REHABILITATION	\$10,119.00	
	10/2/2014	2025845		NEWARK BACKYARD SS RELOCATION - PHASE 2	\$16,575.58	
	10/2/2014	2025847		REVIEW FM RELOCATION NEAR HICKORY STREET	\$4,560.00	
155397	10/2/2014	11223353	BROWN & CALDWELL CONSULTANTS	UPPER HETCH HECTCHY SS REHABILITATION	\$38,119.11	\$38,119.11

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155400	10/2/2014	24253	CDW GOVERNMENT LLC	10 REMOTE ACCESS SOFTWARE LICENSES	\$10,095.00	\$26,789.00
	10/2/2014	43937		1 REMOTE ACCESS SOFTWARE LICENSES	\$3,250.00	
	10/2/2014	19451		4 WINDOWS DATA CENTER SERVER LICENSE W/SA	\$8,692.00	
	10/2/2014	4854		VMWARE HORIZON SOFTWARE	\$4,752.00	
155417	10/2/2014	800394.1E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT	\$25,454.15	\$25,454.15
155431	10/2/2014	10250325	CITY OF NEWARK	CITY OF NEWARK MANHOLE ADJUSTMENT	\$24,970.00	\$24,970.00
155452	10/2/2014	641001	UNIVAR USA INC	4,790 GALS SODIUM HYPOCHLORITE	\$2,213.94	\$18,402.95
	10/2/2014	641576		4,958 GALS SODIUM HYPOCHLORITE	\$2,291.59	
	10/2/2014	641139		5,018 GALS SODIUM HYPOCHLORITE	\$2,319.32	
	10/2/2014	640677		5,008 GALS SODIUM HYPOCHLORITE	\$2,314.70	
	10/2/2014	640678		4,953 GALS SODIUM HYPOCHLORITE	\$2,289.27	
	10/2/2014	640123		5,009 GALS SODIUM HYPOCHLORITE	\$2,315.16	
	10/2/2014	641582		5,018 GALS SODIUM HYPOCHLORITE	\$2,319.32	
	10/2/2014	641840		5,082 GALS SODIUM HYPOCHLORITE	\$2,339.65	
155328	9/25/2014	1741320980	CORIX WATER PRODUCTS INC	ASTD PARTS & MATERIALS	\$14,955.89	\$14,955.89
155311	9/18/2014	533620140822	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL CARD STMT - AUG 2014	\$14,467.11	\$14,467.11
155406	10/2/2014	942864A	DELTA DENTAL SERVICE	SEPTEMBER 2014 DENTAL	\$1,418.60	\$12,501.40
	10/2/2014	942864C		SEPTEMBER 2014 DENTAL	\$11,082.80	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155291	9/18/2014	9017408383	KEMIRA WATER SOLUTIONS, INC.	8.32 DRY TONS FERROUS CHLORIDE	\$5,441.28	\$10,634.04
	9/18/2014	9017407509		7.94 DRY TONS FERROUS CHLORIDE	\$5,192.76	
155358	9/25/2014	86420140902	DAVID M O'HARA ATTY AT LAW	GENERAL LEGAL - AUG 14	\$9,775.50	\$10,153.50
	9/25/2014	97720140902		CIP LEGAL - AUG 2014	\$378.00	
155336	9/25/2014	4608	FCI ENVIRONMENTAL INC	1 PORTABLE HYDROCARBON ANALYZER (PHA)	\$10,040.00	\$10,040.00
155382	9/25/2014	108184	VAVRINEK, TRINE, DAY & CO LLP	AUDITING SERVICES AUGUST 2014	\$10,000.00	\$10,000.00
155439	10/2/2014	140305	RAFTELIS FINANCIAL CONSULTANTS	SSC COST OF SERVICE STUDY	\$9,949.21	\$9,949.21
155392	10/2/2014	5103851	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$140.73	\$9,260.13
	10/2/2014	5103834		8 WLTU-LED	\$1,184.35	
	10/2/2014	5099273		RECIRC PUMP 7 MOTOR UPGRADE PARTS	\$1,274.16	
	10/2/2014	5103920		64 COVERED STORAGE WALL PACK & TUBES LED	\$6,660.89	
155310	9/18/2014	639085	UNIVAR USA INC	5,013 GALS SODIUM HYPOCHLORITE	\$2,317.01	\$9,233.36
	9/18/2014	639345		5,015 GALS SODIUM HYPOCHLORITE	\$2,317.93	
	9/18/2014	639372		5,000 GALS SODIUM HYPOCHLORITE	\$2,311.00	
	9/18/2014	639021		4,949 GALS SODIUM HYPOCHLORITE	\$2,287.42	
155380	9/25/2014	639427	UNIVAR USA INC	4,956 GALS SODIUM HYPOCHLORITE	\$2,290.67	\$9,208.43
	9/25/2014	639767		5,014 GALS SODIUM HYPOCHLORITE	\$2,317.47	
	9/25/2014	639421		4,955 GALS SODIUM HYPOCHLORITE	\$2,290.21	
	9/25/2014	639539		4,998 GALS SODIUM HYPOCHLORITE	\$2,310.08	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155312	9/18/2014	14878	V&A CONSULTING ENGINEERS INC	PRIMARY DIGESTER #5 REHABILITATION	\$9,075.28	\$9,075.28
155391	10/2/2014	4071036120140919	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 09/19/14-BENSON ROAD	\$8,242.13	\$8,852.66
	10/2/2014	4071037120140919		SERV TO: 09/19/14-BENSON ROAD	\$610.53	
155390	10/2/2014	20140808	ALAMEDA COUNTY TREASURER	FYE 14 BUDGET SHARE PMT	\$7,884.00	\$7,884.00
155363	9/25/2014	1001740	PROSAFE	DISTRICT-WIDE HAZARD WASTE HANDLER TRAINING	\$4,200.00	\$7,600.00
	9/25/2014	140828		32 HRS INSPECTIONS & 2 HRS SPCC	\$3,400.00	
155280	9/18/2014	3610	DW NICHOLSON CORP	MCC REPLACEMENT - PHASE 2	\$6,158.32	\$6,158.32
155361	9/25/2014	908599	POLYDYNE INC	41,200 LBS CLARIFLOC WE-539	\$5,413.68	\$5,413.68
155422	10/2/2014	9017410077	KEMIRA WATER SOLUTIONS, INC.	8.11 DRY TONS FERROUS CHLORIDE	\$5,303.94	\$5,303.94
155351	9/25/2014	9017408975	KEMIRA WATER SOLUTIONS, INC.	8.10 DRY TONS FERROUS CHLORIDE	\$5,297.40	\$5,297.40
155318	9/25/2014	62362	3T EQUIPMENT COMPANY INC	2 FLOW THROUGH PACKERS	\$4,805.97	\$4,805.97
155315	9/18/2014	3921	WATER WORKS ENGINEERS LLC	PRIMARY DIGESTER #5 REHABILITATION	\$4,768.75	\$4,768.75
155450	10/2/2014	130686	TOTAL WASTE SYSTEMS INC	AUGUST 2014 GRIT DISPOSAL	\$4,500.70	\$4,500.70
155303	9/18/2014	10077567	PAPE MATERIAL HANDLING	REPAIR BOBCAT #M6313	\$4,228.98	\$4,228.98
155262	9/18/2014	62321	3T EQUIPMENT COMPANY INC	10 PIPEPATCH KIT - WINTER & 1 INSTALLATION KIT	\$4,199.54	\$4,199.54
155297	9/18/2014	102940	MUNIQUP, LLC	5 EA LEVEL SENSORS FOR NEW TANKS	\$3,982.23	\$3,982.23
155381	9/25/2014	763606	VALLEY OIL COMPANY	SAMPLE 7 DIESEL TANKS & 1 UNLEADED TANK	\$3,800.00	\$3,800.00
155338	9/25/2014	224886	CITY OF FREMONT	UPPER HETCH HECTCHY SS REHABILITATION	\$3,774.11	\$3,774.11
155383	9/25/2014	3363	VON EUW TRUCKING	20.5 HRS DUMP FEES & 71.68 TONS 3/4 CLASS II AB	\$3,772.90	\$3,772.90

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155412	10/2/2014	6844	GEIS CONSTRUCTION	REFUND # 17354	\$3,725.00	\$3,725.00
155306	9/18/2014	916002188202	REPUBLIC SERVICES #916	ROLL OFF ON CALL - AUGUST 2014	\$772.90	\$3,480.57
	9/18/2014	916002170435		RECYCLE & ROLL OFF - AUGUST 2014	\$2,707.67	
155339	9/25/2014	224959	CITY OF FREMONT	SACGISA	\$3,428.63	\$3,428.63
155268	9/18/2014	4352	BAY AREA COATING CONSULTANT	COATING INSPECTION AT BOYCE RD LS	\$3,400.00	\$3,400.00
155302	9/18/2014	140120140908	PACIFIC GAS AND ELECTRIC	SERV TO 09/04/14 IRVINGTON PS	\$26.60	\$3,297.62
	9/18/2014	013720140908		SERV TO 09/07/14 BOYCE RD PS	\$2,637.55	
	9/18/2014	666720140903		SERV TO 09/02/14 PASEO PADRE PS	\$218.52	
	9/18/2014	892820140903		SERV TO 09/02/14 HAYWARD MARSH	\$64.25	
	9/18/2014	898220140903		SERV TO 09/02/14 FREMONT PS	\$280.76	
	9/18/2014	096020140903		SERV TO 09/02/14 CATHODIC PROJECT	\$69.94	
155265	9/18/2014	140969	ASSOCIATED POWER SOLUTIONS	MAIN DISTRIBUTION BREAKER REPAIR	\$3,250.00	\$3,250.00
155429	10/2/2014	914	MOOSEPOINT TECHNOLOGY INC	GEOSMART SWM ANNUAL MAINT 9/1/14 - 8/31/15	\$3,225.00	\$3,225.00
155457	10/2/2014	20141001	VISION SERVICE PLAN - CA	OCTOBER 2014 VISION STMT	\$3,159.47	\$3,159.47
155263	9/18/2014	4017420220140904	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 09/03/14 - FREMONT BLVD	\$31.95	\$3,079.99
	9/18/2014	4017275220140904		SERV TO: 09/02/14 - FREMONT BLVD	\$80.93	
	9/18/2014	4017274120140904		SERV TO: 09/02/14 - FREMONT BLVD	\$2,967.11	

**UNION SANITARY DISTRICT  
CHECK REGISTER  
09/13/2014-10/03/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155275	9/18/2014	54352924	CINTAS CORPORATION	UNIFORM LAUNDERING SERVICE	\$390.85	\$3,033.40
	9/18/2014	54350624		UNIFORM LAUNDERING SERVICE	\$314.32	
	9/18/2014	54352925		UNIFORM LAUNDERING SERVICE	\$316.93	
	9/18/2014	54355192		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$88.00	
	9/18/2014	54348372		3 POLOS & 1 JACKET - DATTAWALKER	\$196.62	
	9/18/2014	54350625		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$89.00	
	9/18/2014	54348378		UNIFORM LAUNDERING SERVICE	\$307.95	
	9/18/2014	54355190		UNIFORM LAUNDERING SERVICE	\$337.56	
	9/18/2014	54355191		UNIFORM LAUNDERING SERVICE	\$307.44	
	9/18/2014	54348379		UNIFORM LAUNDERING SERVICE	\$320.58	
	9/18/2014	54350623		UNIFORM LAUNDERING SERVICE	\$364.15	
155308	9/18/2014	16622	SERVICEWRKX	QUARTERLY MAINTENANCE & MONTHLY FILTERS	\$2,992.63	\$2,992.63
155279	9/18/2014	249573	CURTIS & TOMPKINS LTD	8 LAB SAMPLE ANALYSIS	\$124.00	\$2,643.00
	9/18/2014	249593		28 LAB SAMPLE ANALYSIS	\$1,400.00	
	9/18/2014	249574		8 LAB SAMPLE ANALYSIS	\$124.00	
	9/18/2014	249691		10 LAB SAMPLE ANALYSIS	\$940.00	
	9/18/2014	249596		3 LAB SAMPLE ANALYSIS	\$55.00	
155402	10/2/2014	33151	CLAREMONT BEHAVIORAL SERVICES	OCT 2014 EAP PREMIUM	\$634.80	\$2,504.80
	10/2/2014	33203		PREVENTING WORKPLACE VIOLENCE TRAINING	\$1,870.00	

**UNION SANITARY DISTRICT  
CHECK REGISTER  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155399	10/2/2014	7505	RONALD CAMAISA	REFUND # 17513	\$2,500.00	\$2,500.00
155413	10/2/2014	7516	GENMOR PLUMBING	REFUND # 17519	\$2,500.00	\$2,500.00
155293	9/18/2014	11545760	MCMASTER SUPPLY INC	25 PACKS ASTD ENGRAVING PLATES	\$131.38	\$2,425.72
	9/18/2014	12435227		ASTD PARTS & MATERIALS	\$783.75	
	9/18/2014	11716253		ASTD PARTS & MATERIALS	\$1,338.61	
	9/18/2014	11798092		7 PACKS SCREWS	\$81.43	
	9/18/2014	11271568		1 EA WHEEL	\$90.55	
155281	9/18/2014	8473	EAST BAY MUNI UTILITY DISTRICT	20 LAB SAMPLE ANALYSIS	\$2,292.00	\$2,292.00
155359	9/25/2014	XCTZ007	PACHECO BROTHERS GARDENING INC	WEED ABATEMENT WORK SEPT 2014	\$915.00	\$2,280.00
	9/25/2014	XCTZ006		LANDSCAPE MAINTENANCE SERVICES SEPT 2014	\$1,365.00	
155342	9/25/2014	9007046	HACH COMPANY	1 EA LDO PROBE	\$1,978.26	\$2,262.78
	9/25/2014	9003034		ASTD NITRATE & AMMONIA TEST KITS	\$284.52	
155272	9/18/2014	449135	BRENNTAG PACIFIC, INC.	3846 LBS SODIUM HYDROXIDE	\$2,125.41	\$2,125.41
155448	10/2/2014	5886851001	SUNSTATE EQUIPMENT CO LLC	4 WEEK TAMPER UPRIGHT GAS MEDIUM RENTAL	\$2,099.72	\$2,099.72
155309	9/18/2014	3241424019	STAPLES CONTRACT & COMMERCIAL	ASTD OFFICE SUPPLIES - INVENTORY	\$608.87	\$1,868.88
	9/18/2014	3241424018		2 BXS EARPLUG GRIP RING	\$173.65	
	9/18/2014	3241424022		1 PK FORK CORN PLASTIC HEAT STABLE	\$98.52	
	9/18/2014	3241424021		ASTD OFFICE SUPPLIES - INVENTORY	\$450.95	
	9/18/2014	3241424020		ASTD OFFICE SUPPLIES - INVENTORY	\$536.89	

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155319	9/25/2014	9921065447	AIRGAS NCN	CYLINDER RENTAL	\$812.58	\$1,830.15
	9/25/2014	9030978908		ASTD PARTS & MATERIALS	\$240.12	
	9/25/2014	9031036157		2 CYL ARGON	\$777.45	
155446	10/2/2014	20513	SERVICEWRKX	ONSTALLATION OF THERMOSTAT IN FMC TRAILER	\$1,807.79	\$1,807.79
155332	9/25/2014	20140825.25	DALE HARDWARE INC	08/14 - ASTD PARTS & MATERIALS	\$1,774.47	\$1,774.47
155356	9/25/2014	36084	METROMOBILE COMMUNICATIONS INC	1 EA HANDHELD RADIO FOR E. SEPULVEDA	\$1,107.91	\$1,690.66
	9/25/2014	140944		RADIO SERVICE AGREEMENT - SEPT 2014	\$582.75	
155288	9/18/2014	5481941	HOSE & FITTINGS ETC	800 FT HOSE & PIPE & FITTINGS	\$1,659.13	\$1,659.13
155352	9/25/2014	2261012	LAB SUPPORT	TEMP LABOR-WINSOR, B., WKEND 08/24/14	\$828.00	\$1,656.00
	9/25/2014	2262524		TEMP LABOR-WINSOR, B., WKEND 08/24/14	\$828.00	
155321	9/25/2014	5188620140909	AMERICAN PUBLIC WORKS ASSOC	APWA MEMBERSHIP RENEWAL	\$1,560.00	\$1,560.00
155405	10/2/2014	109A3	DCM CONSULTING INC	DUMBARTON TRANSIT-ORIENTED DEV & USD FORCE MAINS	\$1,507.40	\$1,507.40
155410	10/2/2014	7516	E Z PLUMBING	REFUND # 17515 & 17516	\$1,000.00	\$1,500.00
	10/2/2014	7354		REFUND # 17520	\$500.00	
155420	10/2/2014	25869	HARRIS & ASSOCIATES	NEWARK BACKYARD SS RELOCATION - PHASE 2	\$1,500.00	\$1,500.00
155317	9/18/2014	3556798052	XYLEM WATER SOLUTIONS USA INC	1 DISCHARGE CONNECTION LEVEL SWITCH	\$1,458.87	\$1,458.87

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155271	9/18/2014	10370530	BLAISDELL'S	1 STAND UP WORKSTATION FOR THOMAS LAM	\$637.31	\$1,440.46
	9/18/2014	10369400		ASTD OFFICE SUPPLIES	\$49.25	
	9/18/2014	10375520		ASTD OFFICE SUPPLIES	\$16.18	
	9/18/2014	10376010		1 STAND UP STATION FOR L. BRENNER	\$606.51	
	9/18/2014	10372270		ASTD OFFICE SUPPLIES	\$99.48	
	9/18/2014	10375950		2 WALL CALENDAR	\$31.73	
155330	9/25/2014	249747		CURTIS & TOMPKINS LTD	15 LAB SAMPLE ANALYSIS	
	9/25/2014	249842	8 LAB SAMPLE ANALYSIS		\$124.00	
	9/25/2014	249841	10 LAB SAMPLE ANALYSIS		\$154.00	
	9/25/2014	249748	10 LAB SAMPLE ANALYSIS		\$154.00	
	9/25/2014	249843	8 LAB SAMPLE ANALYSIS		\$124.00	
	9/25/2014	249749	8 LAB SAMPLE ANALYSIS		\$124.00	
	9/25/2014	249824	5 LAB SAMPLE ANALYSIS		\$465.00	

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155428	10/2/2014	13450435	MCMaster SUPPLY INC	2 EA DOUBLE LOOP CABLE-SUPPORT GRIPS	\$82.55	\$1,305.24
	10/2/2014	13558040		ASTD PARTS & MATERIALS	\$139.21	
	10/2/2014	13362760		2 EA PIPE MOUNT STROBE LIGHTS	\$197.58	
	10/2/2014	13558039		1 EA COPPER FLOAT	\$31.79	
	10/2/2014	13642528		2 EA TIRE GAUGES	\$58.87	
	10/2/2014	13753235		1 EA REPLACEMENT WRENCH FOR #819	\$41.09	
	10/2/2014	13201224		1 PR OIL-RESISTANT WADERS	\$164.88	
	10/2/2014	13481246		ASTD PARTS & MATERIALS	\$424.39	
	10/2/2014	13662692		1 PR OIL RESISTANT WADERS	\$164.88	
155424	10/2/2014	140918	KL BRAJENOVICH CONSULTING	PHYS STDS - RECEPTIONIST	\$1,301.06	\$1,301.06
155320	9/25/2014	132580	ALFA LAVAL ASHBROOK SIMON-HART	1 GBT WASHBOX MOTOR	\$1,297.50	\$1,297.50
155384	9/25/2014	8058831027	VWR INTERNATIONAL LLC	ASTD LAB SUPPLIES	\$1,044.29	\$1,257.29
	9/25/2014	8058819578		3 PKS PERISTALTIC PUMP TUBING & 2 PKS TUBING T YG PUMP	\$213.00	
155373	9/25/2014	224766800	STEVEN ENGINEERING INC	2 I/O MODULE, 1 ANALOG INPUT MOD & 1 OMNI ANTENNA	\$1,221.01	\$1,221.01
155458	10/2/2014	32314	WECO INDUSTRIES LLC	REPAIR CUES OZIII CAMERA	\$1,206.66	\$1,206.66
155350	9/25/2014	1872	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - AUG 2014	\$287.28	\$1,201.77
	9/25/2014	7392		OFF-SITE STORAGE AND SERVICES - AUG 2014	\$689.37	
	9/25/2014	200392046		DATA/MEDIA OFF-SITE STORAGE - AUG 2014	\$225.12	
155335	9/25/2014	2014119	FARALLON GEOGRAPHICS INC	GIS INSPECTION AND DEFECTS LAYERS	\$1,175.00	\$1,175.00

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155443	10/2/2014	20140929	THERESA RODRIGUEZ	COMPUTER NOTE	\$1,111.14	\$1,111.14
155370	9/25/2014	8122768091114	SIERRA SPRING WATER COMPANY	BOTTLESS COOLERS RENTAL	\$239.00	\$1,096.35
	9/25/2014	4868173091114		WATER SERVICE 08/15/14 - 09/11/14	\$857.35	
155349	9/25/2014	1007333	INDUSTRIAL SAFETY SUPPLY	5 CYLINDERS CAL GAS	\$1,053.50	\$1,053.50
155357	9/25/2014	7527	MR. ROOTER PLUMBING	REFUND # 17499	\$500.00	\$1,000.00
	9/25/2014	7391		REFUND # 17485	\$500.00	
155408	10/2/2014	7538	DRAIN DOCTOR	REFUND # 17517	\$500.00	\$1,000.00
	10/2/2014	7540		REFUND # 17518	\$500.00	
155423	10/2/2014	7513	KING TRENCHLESS	REFUND # 17514	\$500.00	\$1,000.00
	10/2/2014	7462		REFUND # 17500	\$500.00	
155432	10/2/2014	41221424	OFFICE TEAM	TEMP LABOR-BLANCHETTE, V., WKEND 09/05/14	\$209.55	\$990.60
	10/2/2014	41176084		TEMP LABOR-BLANCHETTE, V., WKEND 08/29/14	\$781.05	
155378	9/25/2014	594537210	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - SEPTEMBER	\$974.65	\$974.65
155415	10/2/2014	9522564062	GRAINGER INC	9 EA FUSES	\$77.36	\$972.10
	10/2/2014	9527021662		1 SPOOL TRAY CABLE	\$397.42	
	10/2/2014	9522564070		1 EA NEMA CONTROL RELAY	\$235.71	
	10/2/2014	9527021654		1 EA HAND CRANK HOSE REEL	\$261.61	
155274	9/18/2014	272201	CENTERVILLE LOCKSMITH	14 OCB LOCKS AND KEYS	\$958.03	\$958.03
155316	9/18/2014	32289	WECO INDUSTRIES LLC	3 CABLE ASSY, 12P>8P, WTR3/US3/OZ3	\$931.07	\$931.07

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155388	9/25/2014	2025844	WEST YOST & ASSOCIATES	NEWARK FLAT TOPS AREA SEWER RELOCATION	\$930.00	\$930.00
155365	9/25/2014	7534951801	RS HUGHES CO INC	10 VEST SAFETY MESH SIZE 2XL CLASS II LIME W/ORG/SIL TAPE	\$180.83	\$913.61
	9/25/2014	7537398301		5 CS GLOVE POWDER FREE EVOLUTION MICROFLEX	\$509.00	
	9/25/2014	7534951802		3 BXS CORDED EAR PLUGS	\$69.50	
	9/25/2014	7534951800		10 BXS MICROFLEX SAFEGRIP LATEX GLOVES	\$154.28	
155327	9/25/2014	20140828	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$903.51	\$903.51
155418	10/2/2014	9016347	HACH COMPANY	1 EA ALVARADO PS PH PROBE	\$876.21	\$876.21
155341	9/25/2014	9520749095	GRAINGER INC	1 EA FOAM SOAP REFILL	\$103.32	\$871.30
	9/25/2014	9520838690		2 EA HOSE REELS	\$506.37	
	9/25/2014	9520838708		1 EA HAND CRANK HOSE REEL	\$261.61	
155404	10/2/2014	249914	CURTIS & TOMPKINS LTD	6 LAB SAMPLE ANALYSIS	\$240.00	\$805.00
	10/2/2014	249970		17 LAB SAMPLE ANALYSIS	\$565.00	
155267	9/18/2014	309230	BAY AREA BARRICADE SERVICE INC	ASTD PARTS & MATERIALS	\$793.06	\$793.06
155273	9/18/2014	6112	BURLINGAME ENGINEERS INC	2 BACK PRESSURE VALVES	\$587.97	\$786.31
	9/18/2014	1448		1 PISTON SEAL 166 HPD	\$198.34	
155314	9/18/2014	8058749343	VWR INTERNATIONAL LLC	5 BXS HYDROGEN SULFUR DETECTOR TUBES	\$356.75	\$778.91
	9/18/2014	8058734264		1 SODA ASH DENSE 50LB	\$77.56	
	9/18/2014	8058720362		5 BXS HYDROGEN SULFUR DETECTOR TUBES	\$344.60	
155283	9/18/2014	695679	GRANITE CONSTRUCTION COMPANY	9.13 TONS 1/2" HMA64-10R15	\$754.59	\$754.59

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155296	9/18/2014	24829873	MOTION INDUSTRIES INC	2 TUBES LUBRICANT/CLEANER	\$422.39	\$753.78
	9/18/2014	24830030		ASTD PARTS & MATERIALS	\$331.39	
155277	9/18/2014	2112949	CUMMINS PACIFIC LLC	LEVEL 2 FILTER CLEANING	\$750.00	\$750.00
155333	9/25/2014	201595	EDA - ECONOMIC DEVELOPMENT	ANNUAL MEMBERSHIP DUES	\$750.00	\$750.00
155403	10/2/2014	2113125	CUMMINS PACIFIC LLC	DPF CLEANING	\$375.00	\$750.00
	10/2/2014	2113111		DPF FILTER CLEANING	\$375.00	
155266	9/18/2014	54589	BARNETT MEDICAL SERVICES LLC	30 LBS PHARMACEUTICAL WASTE REMOVAL	\$85.00	\$735.00
	9/18/2014	54768		100 LBS PHARMACEUTICAL WASTE REMOVAL	\$243.00	
	9/18/2014	55277		80 LBS PHARMACEUTICAL WASTE REMOVAL	\$164.00	
	9/18/2014	54436		120 LBS PHARMACEUTICAL WASTE REMOVAL	\$243.00	
155305	9/18/2014	222456	PK SAFETY SUPPLY	40 BXS MICROFLEX SG375 HIGH RISK DISPOSABLE	\$725.70	\$725.70
155427	10/2/2014	95851	MCINERNEY & DILLON, P.C.	LEGAL SERVICES - BACKGROUND CHECKS	\$350.00	\$700.00
	10/2/2014	95852		LEGAL SERVICES: PREVAILING WAGES	\$350.00	
155387	9/25/2014	32407	WECO INDUSTRIES LLC	REPAIR CAMERA CABLE/BULLET ON TRUCK T2372	\$695.13	\$695.13
155442	10/2/2014	1127240	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$685.90	\$685.90
155298	9/18/2014	10216505	CITY OF NEWARK	ENCROACHMENT PERMIT	\$665.00	\$665.00
155425	10/2/2014	2264186	LAB SUPPORT	TEMP LABOR-WINSOR, B., WKEND 09/07/14	\$662.40	\$662.40
155377	9/25/2014	20140922	ARIEL TEIXEIRA	COMPUTER NOTE	\$660.99	\$660.99
155331	9/25/2014	20140917	CWEA-NRTC	SEMINAR REG: 6 CS EMPLOYEES	\$660.00	\$660.00

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155461	10/2/2014	75773268	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$27.08	\$645.03
	10/2/2014	75866649		MTHLY MAINTENANCE BASED ON USE	\$492.31	
	10/2/2014	75773271		MTHLY MAINTENANCE BASED ON USE	\$105.00	
	10/2/2014	75773269		MTHLY MAINTENANCE BASED ON USE	\$20.64	
155337	9/25/2014	9488	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: AUG 2014	\$630.00	\$630.00
155436	10/2/2014	223339	PK SAFETY SUPPLY	ASTD SAFETY SUPPLIES	\$620.78	\$620.78
155299	9/18/2014	41091986	OFFICE TEAM	TEMP LABOR-BLANCHETTE, V., WKEND 08/22/14	\$609.60	\$609.60
155294	9/18/2014	2180	M-I-C INC	10 EA ASTD VAREC PARTS	\$594.46	\$594.46
155278	9/18/2014	20140908	RICHARD B CURRIE	EXP REIMB: CASA CONF LODGING/PANEL LUNCH/PARKING	\$586.95	\$586.95
155395	10/2/2014	10385660	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$102.69	\$565.59
	10/2/2014	10393510		ASTD OFFICE SUPPLIES	\$183.46	
	10/2/2014	10389740		1 WIRELESS HEADSET	\$279.44	
155355	9/25/2014	12869650	MCMASTER SUPPLY INC	1 EA GAS REGULATOR	\$149.29	\$563.98
	9/25/2014	10831513		ASTD PARTS & MATERIALS	\$86.53	
	9/25/2014	12839028		2 EA STEEL DRUMS	\$328.16	
155430	10/2/2014	20140929	NASSCO MASTER TRAINER	NASSCO PACP RE-CERT REGIS FEES - NESGIS & LUBINA	\$550.00	\$550.00
155434	10/2/2014	20140925	PETTY CASH	PETTY CASH REPLENISHMENT	\$527.93	\$527.93

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155456	10/2/2014	20140929.3	AUDREY VILLANUEVA	EXP REIMB: PIZZA POLLUTION PREVENTION BROWN BAG EVENT	\$245.00	\$510.70
	10/2/2014	20140929.1		EXP REIMB: IAC LUNCH MEETING	\$208.12	
	10/2/2014	20140929.2		EXP REIMB: REFRESHMENTS BAPPG MEETING	\$57.58	
155376	9/25/2014	137233	TECHNICAL SAFETY SERVICES INC	FUME HOOD CERTIFICATION & ALARM CALIBRATION	\$510.00	\$510.00
155449	10/2/2014	6097	THORNTON ENVIRONMENTAL CONST	CALL OUT FOR ALARM ON THE PIPE SUMP	\$504.74	\$504.74
155270	9/18/2014	7522	BAYSHORE PLUMBERS	REFUND # 17471	\$500.00	\$500.00
155292	9/18/2014	6767	RAJALAKSHMI LAKSHMINARAYAN	REFUND # 17469	\$500.00	\$500.00
155323	9/25/2014	2521808833	BANK OF NEW YORK	APRIL 2014 SERVICE FEE	\$500.00	\$500.00
155347	9/25/2014	7253	FANG HONG	REFUND # 17484	\$500.00	\$500.00
155353	9/25/2014	10434	LOOKINGPOINT INC	MONTHLY PREMIER SUPPORT - SEPT 2014	\$500.00	\$500.00
155367	9/25/2014	7492	RUBY LAND CONSTRUCTION	REFUND # 17486	\$500.00	\$500.00
155369	9/25/2014	7508	SAVERS ROOTER AND PLUMBING	REFUND # 17498	\$500.00	\$500.00
155372	9/25/2014	7514	SOLUTION PLUMBING & DRAIN SERV	REFUND # 17496	\$500.00	\$500.00
155374	9/25/2014	7528	STREAMLINE PLUMBING & DRAIN	REFUND # 17483	\$500.00	\$500.00
155433	10/2/2014	7469	PACIFIC PLUMBING & SEWER SERV	REFUND # 17508	\$500.00	\$500.00
155438	10/2/2014	7368	BANGALORE PRIYADARSHAN	REFUND # 17522	\$500.00	\$500.00
155440	10/2/2014	7502	RESCUE RESPONSE GROUP INC	REFUND # 17512	\$500.00	\$500.00
155455	10/2/2014	7427	JOHN VERSIGAN	REFUND # 17511	\$500.00	\$500.00
155269	9/18/2014	2808	BAY POWER LLC	8 GEN FILTERS	\$490.83	\$490.83

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155419	10/2/2014	3H6853	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$71.09	\$488.59
	10/2/2014	3H6854		ASTD PARTS & MATERIALS	\$127.20	
	10/2/2014	3H6855		1 EA 3" VALVE	\$290.30	
155386	9/25/2014	32317	WECO INDUSTRIES LLC	3 TIGER TAIL 3'X3" WITH 3/8" ROPE	\$475.15	\$475.15
155426	10/2/2014	20140924	DUNG LU	EXP REIMB: NACE TRAINING - HOUSTON TX	\$473.94	\$473.94
155295	9/18/2014	560627	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - SEPT 2014	\$467.57	\$467.57
155282	9/18/2014	9514274597	GRAINGER INC	2 EA LED LAMPS	\$392.22	\$457.92
	9/18/2014	9515178748		1 MINIATURE HALOGEN BULB	\$5.01	
	9/18/2014	9515033729		1 EA PRESSURE GAUGE, LIQUID FILLED	\$60.69	
155326	9/25/2014	46329	CITYLEAF INC	PLANT MAINTENANCE - SEP 2014	\$429.65	\$429.65
155411	10/2/2014	116521517	FREMONT URGENT CARE CENTER	2 NEW HIRE PHYSICALS	\$429.00	\$429.00
155441	10/2/2014	249117	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$418.84	\$418.84
155346	9/25/2014	601286226	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$410.63	\$410.63
155344	9/25/2014	1495606	HANSON AGGREGATES INC	5.30 TONS 1/2 MED TYPE A	\$401.01	\$401.01
155345	9/25/2014	3H6706	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$386.27	\$386.27
155389	9/25/2014	24147	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$375.00	\$375.00
155304	9/18/2014	7932298	PILLSBURY WINTHROP SHAW PITTMA	LABOR & EMPLOYMENT LAW FEES	\$364.00	\$364.00
155444	10/2/2014	7534951806	RS HUGHES CO INC	2 HIP BOOTS & 3 KNEE BOOTS	\$361.63	\$361.63
155379	9/25/2014	100659390	TRS-RENTELCO	1 MONTH POWER ANALYZER RENTAL	\$342.41	\$342.41

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155460	10/2/2014	20140924	WILSON WONG	EXP REIMB: NACE TRAINING HOUSTON, TX	\$339.12	\$339.12
155348	9/25/2014	20140923	HYATT PLACE RIVERSIDE	PRE-PAY LODGING - CALPERS CONF - J. ROJO	\$337.08	\$337.08
155286	9/18/2014	601276518	HILLYARD/SAN FRANCISCO	2 CS PAPER PLATES	\$332.26	\$332.26
155421	10/2/2014	281317594	IDEXX DISTRIBUTION INC	1 EA FECAL COLIFORM & ENTEROCOCCI TEST KITS	\$323.00	\$323.00
155366	9/25/2014	7534951805	RS HUGHES CO INC	5 DZ GLOVES SPLIT LEATHER W/KEYSTONE THUMB	\$314.59	\$314.59
155289	9/18/2014	20140915	TODD JACOB	EXP REIMB: REGIS FEE 2014 ANNL PROJ MGMT INST. SYMPOSIUM	\$305.00	\$305.00
155454	10/2/2014	9730702148	VERIZON WIRELESS	WIRELESS SERV 07/21/14-08/20/14	\$269.45	\$269.45
155362	9/25/2014	98239	PREFERRED ALLIANCE INC	AUGUST 2014 SERVICE FEE	\$265.20	\$265.20
155276	9/18/2014	44597909	CINTAS FIRE PROTECTION	INSPECTION,QTRLY,SPRINKLER SYSTEM WET TYPE	\$250.00	\$250.00
155307	9/18/2014	7534951803	RS HUGHES CO INC	2 RUBBERMAID 5 GALLON WATER COOLER	\$70.00	\$223.33
	9/18/2014	7535991100		10 BXS MICROFLEX SAFEGRIP LATEX GLOVES	\$153.33	
155393	10/2/2014	309087	BAY AREA BARRICADE SERVICE INC	9 SHOVELS	\$219.28	\$219.28
155396	10/2/2014	20140929	LAURIE BRENNER	TRAVEL REIMB: NRTC - TOLL/MILEAGE/MEAL/PARKING	\$217.78	\$217.78
155264	9/18/2014	4105238820140903	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 08/26/14-MTR HYD B32896056	\$209.22	\$209.22
155447	10/2/2014	20140901	SPOK INC	SEPTEMBER 2014 PAGER SERVICE	\$208.12	\$208.12
155324	9/25/2014	17166800	BECK'S SHOES	SAFETY SHOES - D. STRAUBURG	\$208.00	\$208.00
155284	9/18/2014	8991828	HACH COMPANY	2 PACKS AMMONIA TNT 832. HR 2 TO 47PPM. HACH	\$205.74	\$205.74
155445	10/2/2014	85340220140923	SAN FRANCISCO WATER DEPT	SERVICE 08/19/14 TO 09/18/14	\$166.04	\$166.04
155394	10/2/2014	20140925	ALAN BERLING	LODGING REIMB: OPERATOR STATE LICENSE TESTING PREP CLASS	\$165.76	\$165.76

**UNION SANITARY DISTRICT  
CHECK REGISTER  
09/13/2014-10/03/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155300	9/18/2014	WO6129	PACHECO BROTHERS GARDENING INC	REPAIR BROKEN 3/4 INCH QUICK COUPLER & MAINLINE	\$163.00	\$163.00
155325	9/25/2014	10384120	BLAISDELL'S	10 NOTEBOOKS	\$20.70	\$159.43
	9/25/2014	10379430		1 MOUSE WITH WRISTREST	\$15.32	
	9/25/2014	10381760		5 SHARPIE MARKERS	\$9.80	
	9/25/2014	10382540		1 IN-LINE COPYHOLDER	\$45.73	
	9/25/2014	10376400		1 ECONO CHAIRMAT	\$67.88	
155398	10/2/2014	55231	STATE OF CALIFORNIA	5 NEW HIRE FINGERPRINTS	\$145.00	\$145.00
155290	9/18/2014	20140917	PAULETTE JACOBS-ROBERSON	EXP REIMB: LUNCH FOR MGMT MEETING ON 9/17/14	\$140.60	\$140.60
155301	9/18/2014	20140915	CHRIS PACHMAYER	EXP REIMB: CA PE LICENSE REG FEE	\$115.00	\$115.00
155343	9/25/2014	9009602	HACH COMPANY	1 PK AMMONIA TEST KITS	\$108.37	\$108.37
155385	9/25/2014	20140915	JANINNE WARD	EXP REIMB: PRESCRIPTION COMPUTER GLASSES	\$103.98	\$103.98
155340	9/25/2014	75434	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$67.85	\$67.85
155435	10/2/2014	20140926	RIC PIPKIN	EXP REIMB: FOOD FOR CHARTERING SUBCOMMITTEE MEETING	\$64.77	\$64.77
155451	10/2/2014	20140929	KIM TRUONG	EXP REIMB: LUNCH FOR CWEA SAFETY MEETING	\$62.94	\$62.94
155407	10/2/2014	615320140918	DISH NETWORK	OCT 2014 - SERVICE FEE	\$60.86	\$60.86
155371	9/25/2014	20140923	JENNIFER SIO-KWOK	EXP REIMB: LUNCH PAINTER III QAI PANEL	\$51.80	\$51.80
155285	9/18/2014	254650	HANIGAN COMPANY INC	500 EA BUSINESS CARDS	\$38.13	\$38.13
155354	9/25/2014	77734925	MATHESON TRI-GAS INC	CYLINDER RENTAL - AUG 2014	\$35.08	\$35.08
155414	10/2/2014	75510	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$29.90	\$29.90

**UNION SANITARY DISTRICT  
CHECK REGISTER  
09/13/2014-10/03/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
155453	10/2/2014	9853364.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 09/06/14	\$27.09	\$27.09
155287	9/18/2014	997720140828	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - AUG 2014	\$23.41	\$23.41
155313	9/18/2014	9731216045	VERIZON WIRELESS	WIRELESS SERV 08/02/14-09/01/14	\$14.04	\$14.04
155401	10/2/2014	272581	CENTERVILLE LOCKSMITH	4 SCHLAGE DND KEY BLANK	\$7.19	\$7.19
155364	9/25/2014	577186	PUBLIC SURPLUS AUCTION	SURPLUS SALE FEE: DRAFTING TABLE	\$2.17	\$2.17

**Invoices:**

<b>Credit Memos :</b>	<b>0</b>	
<b>\$0 - \$1,000 :</b>	<b>225</b>	<b>76,107.17</b>
<b>\$1,000 - \$10,000 :</b>	<b>84</b>	<b>283,176.99</b>
<b>\$10,000 - \$100,000 :</b>	<b>18</b>	<b>477,512.27</b>
<b>Over \$100,000 :</b>	<b>4</b>	<b>1,482,432.61</b>
<b>Total:</b>	<b>331</b>	<b>2,308,229.04</b>

**Checks:**

<b>\$0 - \$1,000 :</b>	<b>111</b>	<b>52,104.63</b>
<b>\$1,000 - \$10,000 :</b>	<b>68</b>	<b>236,690.66</b>
<b>\$10,000 - \$100,000 :</b>	<b>17</b>	<b>537,001.14</b>
<b>Over \$100,000 :</b>	<b>4</b>	<b>1,482,432.61</b>
<b>Total:</b>	<b>200</b>	<b>2,308,229.04</b>



**Directors**  
Manny Fernandez

Pat Kite

Anjali Lathi

Jennifer Toy

Tom Handley

**Officers**  
Paul R. Eldredge  
*General Manager*  
*District Engineer*

David M. O'Hara  
*Attorney*

**DATE:** October 6, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer

**SUBJECT:** Agenda Item 10b - Meeting of October 13, 2014  
Information Item: **Unclassified Staff Benefits and Upcoming and  
Unscheduled Board Workshops**

**Recommendation:**

1. Discussion and provide direction on Unclassified Staff benefits, specifically time off.
2. Review list of scheduled and unscheduled Board Workshops, and provide direction as necessary.

**Background:**

1. Director Handley requested a future discussion item or workshop to discuss benefits for Unclassified Staff, specifically time off. Would the Board like to entertain this topic and/or explore a broader discussion regarding Unclassified Staff benefits? For purposes of some additional background, the Board conducted an Unclassified Staff benefits workshop on October 21, 2013, where one of the topics of that workshop was Management Administrative Leave or MAL. The Board, at that workshop, ended up providing direction to staff to leave the MAL benefit as is.

5072 Benson Road Union City, CA 94587-2508  
P.O. Box 5050 Union City, CA 94587-8550  
(510) 477-7500 FAX (510) 477-7505  
[www.unionsanitary.com](http://www.unionsanitary.com)

2. The following is a list of workshops that have been scheduled through November 2014.

<b>Workshop Topic</b>	<b>Date</b>	<b>Time</b>
Board Workshop – Private Lateral Study	Monday, October 20, 2014	6:30 p.m.
Board Workshop – USD Video	Monday, November 3, 2014	6:30 p.m.

The following is a list of topics for workshops that have yet to be scheduled:

- Unclassified Staff Benefits (depending upon Board direction)
- Sewer Service Charge Rate
- Check in with the General Manager (Mini-Retreat)
- Newsletter

# Around the Bay

www.insidebayarea.com/bay-area-news

## SANTA CLARA COUNTY

# Saying so long to hazardous waste

Permanent drop-off site opens in San Jose

By Sharon Noguchi

snoguchi@mercurynews.com

Batteries? Check.

Paint? Check.

Household cleaners?

Nail polish? Medications?

Check, check, check.

Santa Clara County's newest facility to collect household hazardous waste opened this weekend to a steady stream of motorists dropping off toxic, corrosive, flammable and otherwise dangerous products — while taking a load off their environmental consciences.

About 500 county residents drove through fast-moving lines as workers at the state-of-the-art San Jose Environmental Innovation Center in the Berryessa neighborhood efficiently unloaded boxes, bags and cans.



LIPO CHING/STAFF

From left, Kendrick Williams and Harry Sharp, hazardous materials technicians, move old paint Saturday at the drop-off site in San Jose. The facility will be open Friday and Saturday by appointment only.

The collection facility is the first permanent hazardous-waste drop-off site in mid-county since a previous site in Japantown closed eight years ago.

Robert Meyerott drove a rented pickup carrying items collected from his late father Roland's Los Altos Hills home. "I'm cleaning

out years of junk" that his dad accumulated over 58 years, Meyerott said.

The county has only two other permanent drop-off sites, in San Martin and Sunnyvale. But because both operate only one weekend per month, residents welcomed the new facility, which will be open

every Friday and Saturday by appointment only. Businesses may drop off items on scheduled weekdays.

George Crowe, of Morgan Hill, delivered things from his daughter's household move in Gilroy.

Jorge Herrera, 26, said he just bought a fixer-upper in San Jose, and "it was a mess."

"We've been looking for somewhere to dump all this stuff," Herrera added, motioning to his cargo.

Las Plumas is simply a transit station. Unloaded items are sorted, packaged and shipped to one of 20 facilities, said Ed Ramos, of the county's household hazardous waste program. Liquid insecticides are sent to be incinerated, corrosive liquids to be neutralized and batteries to be disassembled and recycled. All items are packed in cartons weighing about 250 pounds.

The benefit is multifold: to save landfill space, divert dangerous materials

and capture valuable ones, reduce hazards in transportation and eliminate toxics in landfills and runoff. Otherwise, Ramos said, "our great-great-grandkids will suffer."

Workers with contractor Phillips Services sort items by type and toxicity, mindful of not routing latex paint, for example, to more expensive facilities where oil-based paint is treated.

And while the drop-off may be a huge boon for those undertaking major cleanups or moving, it also serves those who bring in just a few items.

"You may have five batteries and one can of paint and think they can be thrown away," said Cheryl Wessling, of San Jose's Environmental Services Department. "But you've got to think about 1 million people doing the same thing."

Contact Sharon Noguchi at 408-271-3775. Follow her at [Twitter.com/noguchionk12](https://twitter.com/noguchionk12).

9/16/14

# Brown set to sign water bill

## Legislation aims for local regulation of groundwater

By Lisa M. Krieger

*lkrieger@bayareanewsgroup.com*

Gov. Jerry Brown will sign a landmark measure Tuesday to regulate groundwater pumping, enacting the most significant California water law in nearly 50 years.

The legislation would require local government officials to bring their groundwater basins up to sustainable levels. Local agencies would be required to regularly measure water tables and set goals so that only as much water is taken out as is naturally replenished.

Decades of intense pumping have dropped water tables dangerously low in places such as the San Joaquin Valley. Scientific studies show the ground is sinking in many hard-hit areas.

But the law will take years to implement. Agencies in the most over-pumped basins will be required to submit plans to the state by January 2020. It could be decades, experts say, before the most depleted groundwater basins are replenished.

The legislation, sponsored by Sen. Fran Pavley, D-Agoura Hills, and Assemblyman Roger Dickinson, D-Sacramento, is designed to halt over-pumping by

directing local public agencies to establish groundwater entities that will develop management plans. If local agencies don't take action, the State Water Resources Control Board can step in and do it.

"The basic philosophy of this approach is the idea that you give local agencies the authority that they need to be able to do that — monitoring, getting access to records and the ability to regulate pumping, if they need to," said Ellen Hanak of the Public Policy Institute of California. "And then you have a state backstop," she said. "If local agencies are given authority but don't use it, there is the possibility that the state can do it

for them, or compel them to do it."

Brown and Democratic legislative leaders backed the proposal, but Republicans and Central Valley Democrats argued it was too sweeping and would hurt farmers already struggling amid the ongoing drought. Farmers blamed cuts in surface water deliveries for the increased reliance on groundwater.

"A solution is definitely needed, but these bills do not provide the right tools for a comprehensive solution," said Cannon Michael of Bowles Farming Co. in Los Banos.

Contact Lisa M. Krieger at 650-492-4098.

9/16/14  
ALAMEDA COUNTY

# Site for handling disasters launches

Resource assists  
in coping with fires,  
earthquakes, flooding

By Nate Gartrell  
*Correspondent*

Alameda County has unveiled a new and improved disaster awareness website designed to put the best available information on emergency preparedness under one easily accessible heading.

The website, [ready.acgov.org](http://ready.acgov.org), is available through all computer, smartphone and tablet formats, and it provides various checklists, informational videos, multimedia presentations and a "Make a Kit" overview to deal with fires, earthquakes, flooding, pandemics and other disasters that could conceivably happen in

See **READY**, Page 2

# Ready

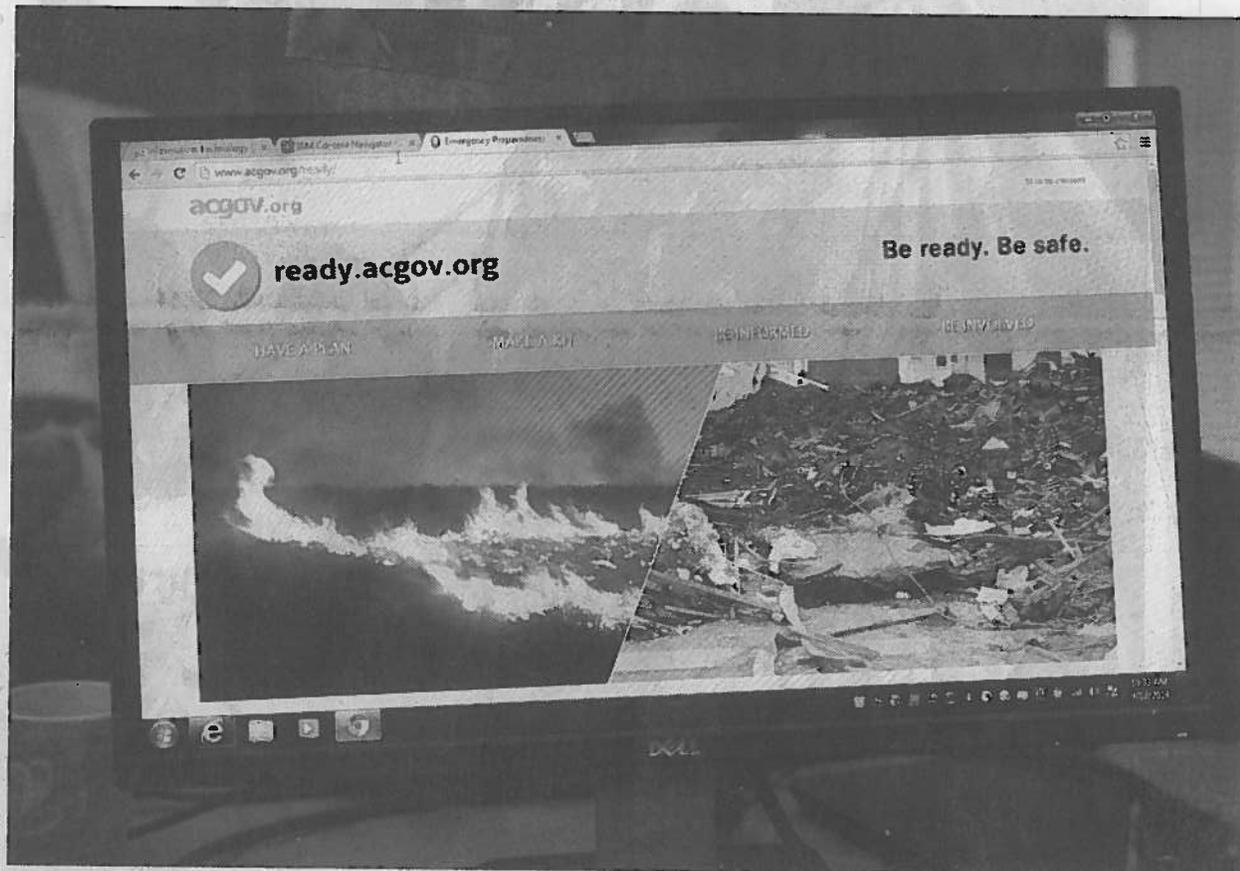
Continued from Page 1

the Bay Area.

"Unfortunately, natural disasters are no stranger to Alameda County. I, myself, and others have been here through Loma Prieta, we've been here through the Oakland hills fire, so it's something that's very much on our minds," Alameda County Administrator Susan Muranishi said. "I think it's something we're always trying to be a step ahead of."

The county started work on the website months before the recent South Napa earthquake, but county officials say the quake provided them with a nice, timely example for why it's a good idea for Alameda County residents to plan ahead for emergencies, and to bring themselves up to speed on the latest information.

"What we had seen is that there are resources spread throughout the Web, but we wanted to bring everything down to a simple portal so that people can get all that information in one place and have nice checklists that they could go through," said Tim Dupuis, Alameda County's director of information technology and registrar of voters. "As folks go through the process of putting together a prepared site at home for



DAN HONDA/STAFF

The website ready.acgov.org, which Alameda County recently unveiled, is shown Friday at the Alameda County Office of Emergency Services in Dublin. The emergency-preparedness website also is mobile-friendly.

themselves, they can have one website they can go to that has everything there."

The idea to update the site actually came up during a county-organized hackathon in Alameda County, one of several county officials have held as a way of engaging young people, and getting some

innovative ideas in the process, Muranishi said. In this case, they were actually able to involve local high school students in the design process itself.

An 18-year old intern named Justin Liu, who recently graduated from Castro Valley High School and is all set to study computer

science at UCLA, was one of the main designers of the site. He said the county's previous emergency preparedness site basically just met state standards and that he and his colleagues worked to go above and beyond. He added that one of the most important new features is the "Make

a Kit" checklist, which goes through a number of ways folks can prepare their home, car and workplace for an emergency.

"If you're prepared and you're well-informed, one of the things it always boils down to is whether you have the right materials on hand so that when disaster

strikes, you're ready," Liu said.

Liu and one of his co-workers, an intern named Caleb Kim, presented the new website at a Friday morning county employee hackathon held at the Alameda County Office of Emergency Services in Dublin, where attendees were divided into teams and challenged to come up with ways to improve the efficiency of county happenings, typically through digital technology. Kim said he started working for the county after being offered an internship based on a second-place prize he won at a previous hackathon.

County spokesman Guy Ashley said part of the reason for this outreach was to help combat the "DMV mentality" that a lot of folks have about local government, through coming up with ideas to improve the efficiency of local governmental functions, as well as opening more lines of communication with the public.

"All the interns had a big presentation on what we learned this summer, and one thing everyone said was that we learned that the county's not as bad as we thought it would be," Liu said. "Everyone had the impression that working for the county would be kind of boring and dull, but we learned that it's not that way."

Argue 9-17-14  
**STRICT NEW REGULATIONS**

# State clamps down on free flow of water

Refilling overtaxed underground aquifers is goal as drought drags on

By Jessica Calefati

[jcalefati@bayareanewsgroup.com](mailto:jcalefati@bayareanewsgroup.com)

SACRAMENTO — For centuries, California's groundwater has been freely available to anyone who could siphon the coveted natural resource from the earth. But that changed Tuesday with the stroke of a pen.

Seeking to replenish a depleted water table and catch up with the rest of the West, Gov. Jerry Brown signed a package of bills sought by environmentalists that will regulate groundwater pumping for the first time in state history.

Three years into a devastating drought, thirsty Californians are draining about 800 billion gallons of water annually from precious Central Valley aquifers beneath the nation's most productive farmland. As the water table drops, so does the land. Some parts of the valley are subsiding almost a foot each year, damaging bridges and vital canals.

The new laws will require local government of-

See **WATER**, Page 12

## Water

Continued from Page 1

officials to bring groundwater basins up to sustainable levels and ensure that only as much water is taken out as is naturally replenished. Eventually, farmers likely will be forced to meter the water they pump. Some may be told to stop pumping entirely.

Brown and Democratic legislative leaders who worked together on the package said the changes are long overdue and will ease the pain of future droughts. But for Central Valley lawmakers and the farmers they represent, the assurances ring hollow. Many call the new rules "draconian" and envision an army of faceless bureaucrats controlling their lives.

"We're concerned that these hastily written measures may come to be seen as 'historic' for all the wrong reasons," said Paul Wenger, a Modesto almond and walnut farmer who is president of the California Farm Bureau. "I anticipate we're going to see a significant downsizing of California agriculture."

To be sure, the regulations will take years to implement. Water agencies in the most over-pumped basins won't be required to submit plans to the state until January 2020; the plans must be aimed at achieving sustainability by 2040.

So experts say it could be decades before the most depleted groundwater basins are replenished.

Local water officials will have broad discretion in deciding how to refill underground aquifers that have been pumped dry, but a likely first step will involve determining how many acre feet of water can be safely extracted from basins every year, said Leon Szeptycki, executive director of Stanford University's Water in the West program.

"Managers of every

### NEW GROUNDWATER RULES

The groundwater legislation signed by Gov. Jerry Brown on Tuesday requires local water agencies to replenish underground aquifers that have been depleted. Farmers will likely have to meter their wells, and some may be forced to cease or dramatically reduce pumping.

**By 2017**, groundwater management agencies must be created across California.

**By 2020**, groundwater basins that are "overdrafted" (meaning more water is being pumped than replenished) must have "sustainability plans."

**By 2022**, all other basins must have such plans.

**By 2040**, all "high and medium priority" basins must achieve sustainability.

groundwater basin will have to crunch the numbers and figure out the most sustainable way to manage water in that locality, but we could see some areas requiring long-term cutbacks," Szeptycki said.

If local water agencies fail to comply with the new rules, state water officials will have the power to do whatever is necessary to enforce the legislation.

Across the state, there are 515 basins and sub-basins, 56 of which are considered "high priority," meaning they must be studied and replenished first under the legislation, which was sponsored by Sen. Fran Pavley, D-Agoura Hills, and Assemblyman Roger Dickinson, D-Sacramento. Most of those aquifers are located in the Sacramento, Salinas and San Joaquin valleys — centers of California's farming industry.

"The cost of doing nothing is the biggest economic gamble," Pavley said. "Thousands of homes and small farms cannot keep pace with the race to drill deeper and deeper wells."

Before Tuesday, California held the unusual distinction of being the only Western state without

groundwater rules on the books. When lawmakers enacted the state's first water law in 1914, they decided to address only surface water, and over the last hundred years farmers have fought off every attempt at change, said Andrew Fahlund, deputy director of the California Water Foundation.

Fahlund sympathizes with the farmers who will eventually be forced to cut back their groundwater pumping, but he said California would be in distress a decade or two from now without the new regulations. And as climate change takes hold, he added, hampering the state's ability to capture stormwater and groundwater will become even more vital.

"We've been using groundwater like a blank check, and now we must balance that checkbook," Fahlund said. "If we hadn't passed this legislation, we would have our land continue to sink — and we would have run out. The costs are pretty enormous."

For farmers like Wenger, the groundwater pumping rules are a symptom of a bigger problem — the state's lack of support for an agriculture industry that feeds the nation. Even though California is poised to build its first new dams and other surface-storage projects in three decades, the state could have built even more and invested in the efficiency of the surface storage we have now, he said.

"We've become more dependent on groundwater, and we know that's not sustainable, but I want to know when the state is going to provide the water infrastructure for a growing California population and its growing water needs," Wenger said. "If not, the state will no longer be the agricultural center it is today."

Contact Jessica Calefati at 916-441-2101.

Wednesday 9/17 SF Chron.

SACRAMENTO

# Brown signs tough law regulating groundwater

ASSOCIATED PRESS

SACRAMENTO — California will no longer be the last Western state with a pump-as-you-please approach to groundwater.

Gov. Jerry Brown signed legislation on Tuesday overhauling the state's management of its groundwater supply, bringing it in line with other states that have long regulated their wells.

Groundwater makes up nearly 60 percent of the state's water use during dry years. But it is not monitored and managed the same way as water from reservoirs and rivers.

Supporters of the legislation say the worst drought in a generation inspired them to rethink property owners' unlimited rights to draw from wells, which has led to

sinking land and billions of dollars in damage to aquifers, roads and canals.

"This is a big deal," Brown said at the signing ceremony in his office. "It has been known about for decades that underground water has to be managed in some way."

The package signed into law requires some local governments and water districts to begin managing their wells, and it authorizes state water agencies to intervene if necessary. It also allows for water metering and fines to monitor and enforce restrictions.

Unlike other states that treat groundwater as a shared resource, California property owners have been entitled to tap water beneath their land since the Gold Rush days.

Lawmakers supporting the groundwater overhaul say the existing system pits farmers against each other in a costly race to dig the deepest wells, resulting in depleted aquifers.

Brown cautioned that years of disagreements and arguments are ahead in regulating groundwater.

The new laws, which take effect in January, specifically target areas where groundwater basins are being depleted faster than they are being replenished. It gives local land planners two years to create a groundwater sustainability agency,

which in turn has up to seven years to develop a plan for managing wells and pumping.

The state Water Resources Control Board would step in and develop plans for communities that fail to abide by these rules.

"It isn't all about laws and bills," Brown said. "It's about implementing the laws we have on the books."

## HEALTH

## ENVIRONMENT

# Pesticide levels are down in waterways across U.S., reducing risks to humans

NEW YORK TIMES

The development of safer pesticides and legal restrictions on their use have sharply reduced the risk to humans from pesticide-tainted rivers and streams, while the potential risk to aquatic life in urban waters has risen, according to a two-decade survey published Thursday.

The study, conducted by the United States Geological Survey and published in the journal *Environmental Science & Technology*, monitored scores of pesticides from 1992 to 2011 at more than 200 sampling points on rivers and streams. In both of the last two decades, researchers reported, they found insecticides and herbicides in virtually all of the waterways.

## Toxicity declines

The results nevertheless documented a striking decline in dangers to humans from pesticide pollution. From 1992 to 2001, 17 percent of agricultural streams and 5 percent of other streams contained at least one pesticide whose average annual concentration was above the maximum contaminant level for drinking water. But in the second decade, from 2002 to 2011, the survey found dangerous pesticide concentrations in only one stream nationwide.

The decline occurred

in part because manufacturers introduced new pesticides that are less toxic or require smaller applications than older compounds. Much of it was driven by regulatory actions that canceled or restricted the use of particularly hazardous pesticides like dieldrin and lindane.

## Regulatory impact

"It's very clear in the data that regulatory changes in use do affect what you see in the streams," said Wes Stone, a hydrologist with the Geological Survey in Indianapolis and the lead researcher on the survey. "It's showing what you would expect, and that's good." Stone and the study's other two authors, Robert Gilliom and Karen Ryberg, conducted the research as part of the Geological Survey's National Water-Quality Assessment Program.

The use of insecticides dropped about one-third in the 1990s, mostly because of changes forced by regulatory actions, and remained more or less constant during the first decade of the 2000s. The opposite was true of herbicides, whose use was steady during the 1990s but then rocketed as the weed killer glyphosate became popular on farms and in gardens.

While human-health hazards declined over 20 years, the share of streams whose pesticide levels posed a potential

threat to aquatic life remained mostly steady: Between 60 and 70 percent of agricultural streams and roughly 45 percent of streams in mixed-use areas, registered levels above the benchmark for potential harm to aquatic life.

Urban streams — the survey monitored 30 — were the glaring exception. There, the proportion of streams with pesticide levels above the aquatic-life benchmark soared from 53 percent in the first decade to 90 percent in the second, even as other pesticides were phased out.

The culprits, researchers found, were two pesticides, fipronil and dichlorvos.

## Threat to aquatic life

More worrisome, perhaps, was a caution at the survey's beginning: Any potential harm to aquatic life is probably worse than the study suggests because potentially important pesticides were not included in the survey, and many others are not measured at all.

Both pesticides cited were also found to pose potential hazards in other streams, but not to the extent found in cities. And the degree of pollution in cities varied: Fipronil contamination was common in cities of the South and West, but less so in the Northeast and Midwest. The researchers said it was not entirely clear why.

REDWOOD CITY

# Scrap recycler fined over bay pollution

By Henry K. Lee

A Redwood City scrap metal recycling company was fined \$189,500 by the U.S. Environmental Protection Agency on Thursday for allegedly polluting San Francisco Bay with metal debris.

Since at least the early 1990s, Sims Metal Management allowed toxic dust from metals including mercury, lead, copper, zinc and poly-

chlorinated biphenyls to blow off the top and sides of an elevated conveyor system at its Port of Redwood City facility and into Redwood Creek, which feeds into the bay, the EPA said.

The contamination violated the Clean Water Act, the agency said in announcing a complaint — and settlement — filed in U.S. District Court in San Francisco. Sims Metal is one of the big-

gest metal shredders in the Bay Area.

The EPA discovered the problem during a storm water permit inspection in 2011, at which time Sims Metal was ordered to clean up the shoreline, enclose its conveyor system and ensure there were no future discharges to the bay, officials said.

“More than 40 years after Congress passed the Clean Water Act, it is

appalling that companies continue to pollute San Francisco Bay,” said Jared Blumenfeld, the EPA’s regional administrator for the Pacific Southwest. “Taking strong enforcement action against polluters like Sims Metal is needed if we are to once and for all end illegal dumping into the fragile bay ecosystem.”

Under the settlement, the company must pay a \$189,500 fine, spend an estimated several hundred thousand dollars to clean up its pollution and conduct a sediment study to determine the extent of contamination in the bay from its conveyor operations.

Sims Metal spokes-

**“Taking strong enforcement action against polluters like Sims Metal is needed.”**

*Jared Blumenfeld, EPA regional administrator for the Pacific Southwest*

woman Jill Rodby said Thursday that the issue relates not to the bay but to a “small area around the ship-loading conveyor” that the company uses at 699 Seaport Blvd. to export recycled steel for use in new steel-making overseas.

Rodby said the company had implemented “a

number of best practices around the conveyor even well before the 2011 order.” The company agreed to the settlement without admitting any wrongdoing, Rodby said.

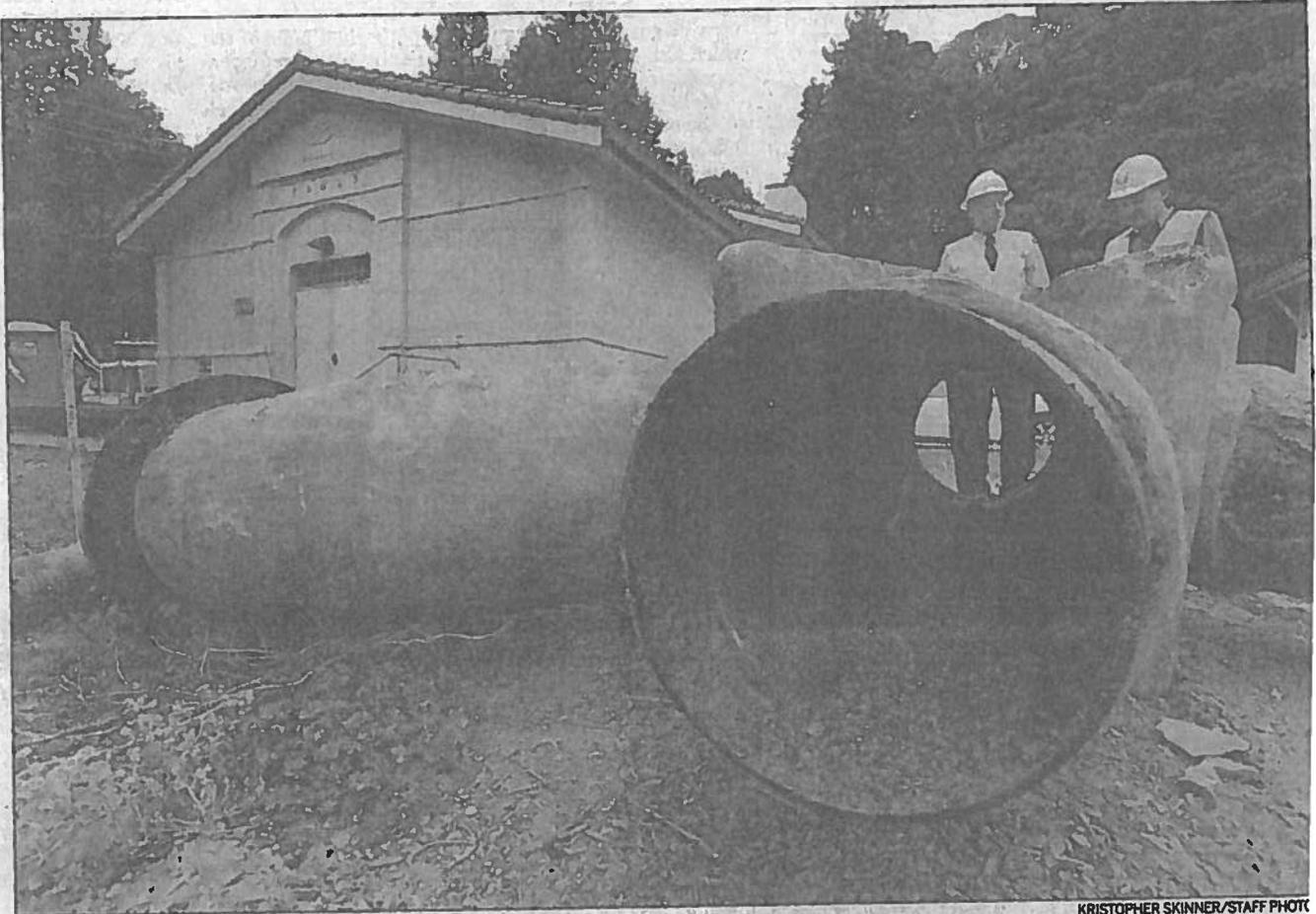
Sims Metal’s Redwood City scrap yard has also been the source of three large Bay Area fires since 2007. The two most recent fires, on Nov. 10 and Dec. 17, sent smoke billowing over the region and prompted the Bay Area Air Quality Management District to issue the company public nuisance citations.

*Henry K. Lee is a San Francisco Chronicle staff writer. E-mail: hlee@sfchronicle.com Twitter: @henryklee*

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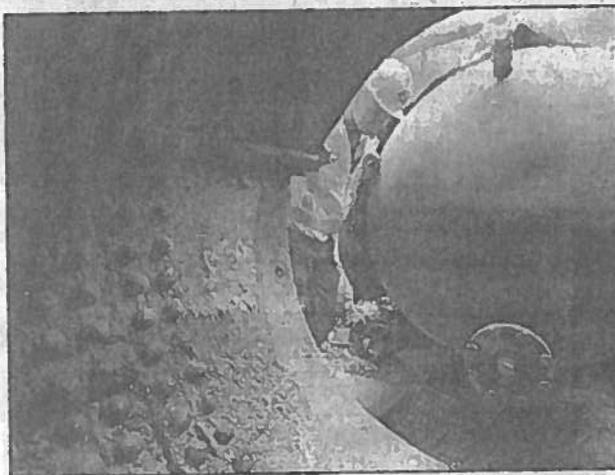
# Project goes with the flow

Work underway at utility's Claremont Center site, at the Oakland-Berkeley border in the hills



KRISTOPHER SKINNER/STAFF PHOTO

Xavier Irias, left, East Bay Municipal Utility District director of engineering and construction, and Mark Warzyniak, a site inspector, look at some of the pipe that is being replaced as part of an EBMUD modernization project in the Oakland hills.



Warzyniak looks at some of the pipe that is being replaced in Oakland. The three pipes in the Oakland hills deliver water to about 800,000 people in the East Bay.

**By Maya Mirsky**  
*Correspondent*

**OAKLAND** — Work is underway in the Oakland hills as three giant pipes from the 1920s and 1930s are being replaced by the East Bay Municipal Utility District.

The 54-inch pipes bring as much as 130 million gallons per day to about 800,000 people in the East Bay.

"If we ever had a problem here, it would be devastating," said Abby Figueroa, senior public relations official at EBMUD.

It's also a sign of things to come, with the utility expecting to replace even more aging pipes in the near future to beat the inevitable decay of the system.

"It beats the alternative," said Xavier Irias, EBMUD director of engineering and construction.

The work is going on at the utility's Claremont Center site, at the Oakland-Berkeley city line in the hills above Chabot Elementary School. At the site, water that has arrived from the Orinda treatment plant through a tunnel is separated into three pipes — the Sequoia, the Wildcat and the 59th Street. First set into the hillside in 1929 and 1932, the pipes were riveted, covered in tar and buried shallowly.

See **PIPE**, Page 4

# Pipe

*Continued from Page 1*

Despite their age, they have served the East Bay well, Irias said.

"It was well-built," he said.

But after one of the pipes developed a leak, EBMUD decided to swap out all three — a total of 2,800 feet. Most of that is the Sequoia pipe replacement project, which will go all the way under Highway 24 up to College Preparatory School, ending at the intersection of Broadway and Brookside Drive.

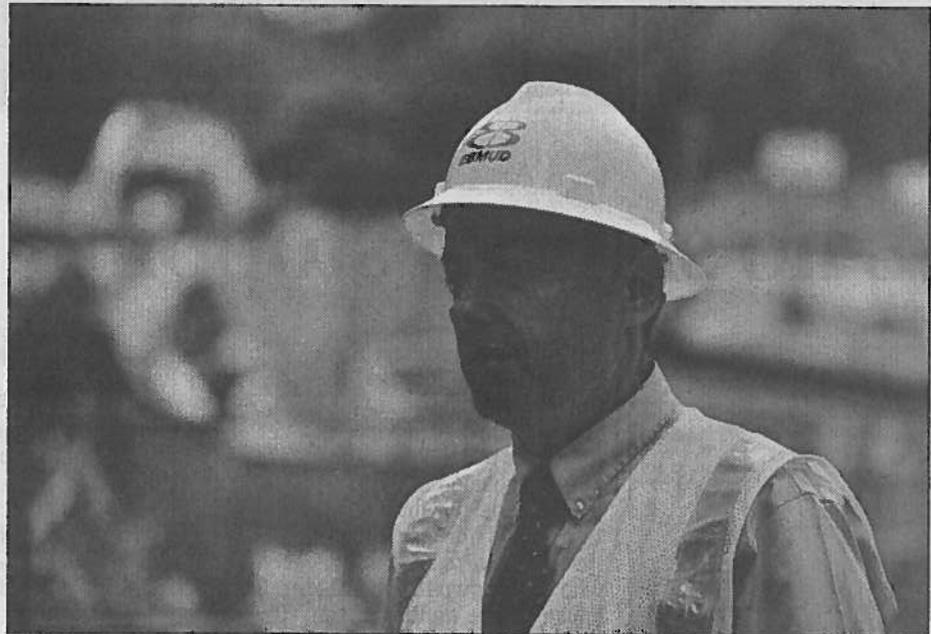
That requires a lot of digging. At 4.5 feet in diameter, the pipes are big enough to walk in, said Mark Warzyniak, site inspector for EBMUD. The pipes also meander down the hillside, which makes the project even more difficult.

"Straight easy runs, they go pretty quick," Warzyniak said. "But there aren't many of those."

Trees will be moved or trimmed, and there are also seismic safety elements to consider because of the pipes' proximity to the Hayward Fault.

"This is very close to the fault, so this is something we think about," Irias said.

The work, which began in August, means trucks, diggers and cranes are in



KRISTOPHER SKINNER/STAFF

Xavier Irias, director of engineering and construction for EBMUD, discusses the project Monday. Work on three pipes in the Oakland hills is underway.

constant movement on the hillside, where the biggest impact has been on the nearby residents.

"There's traffic, noise and dust," Figueroa said.

To mitigate that, EBMUD has put up a sound wall and is limiting work to from 7 a.m. to 7 p.m. Neighbors with concerns can contact EBMUD community affairs representative Sharla Sullivan at 510-287-7208 or [ssullivan@ebmud.com](mailto:ssullivan@ebmud.com).

"It is just a huge impact on the neighborhood," Figueroa said.

Most of the work, which

is contracted out and managed by a company called Ranger Pipeline, will be at the Claremont Center, where the pipes begin. But there will also be work in neighboring streets and around — and even over — Temescal Creek. The utility hopes to finish by March, although they aren't making any promises.

"It's very much weather-dependent," Irias said.

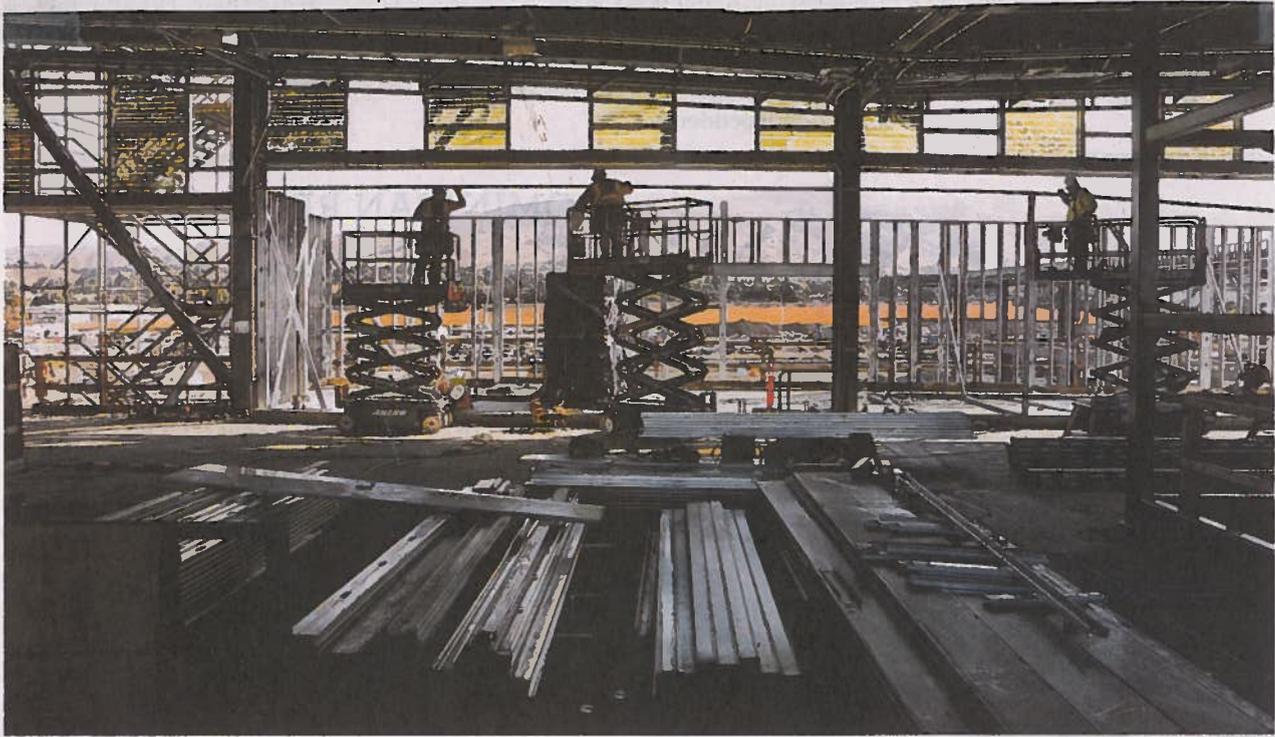
The cost of the project is about \$13 million and is part of a larger \$36 million project in which the utility also replaced 2 miles of the

smaller Dingee pipe in the same area.

But that's only a drop in the bucket.

Irias estimated the utility replaces 10 miles of broken or leaking pipe each year, but he expects this to quadruple. With pipes aging across the cities served by EBMUD — including Oakland, Berkeley, El Cerrito and Richmond — in the next decade, the utility will have to replace a large amount of the more than 4,000 miles of pipe it uses.

"It's time to put in new plumbing," Figueroa said.



Michael Macor / The Chronicle

Construction crews work on the Warm Springs BART Station in Fremont that is expected to open in 2015.

# Fremont's land plan bets on imagination

By John King

In a region where imaginative planning often is constrained by fears of the unknown, it's startling to see a major city take an open-ended approach to nearly 900 acres of high-profile land.

Startling, and in the case of Fremont's new plan for the district surrounding BART's next station, a long-term gamble with a real chance for success.

The goal is to clear the way for upward of 20,000 jobs and 3,000 housing units on 879 acres at the Warm Springs BART Station, set to open in the fall of 2015. Instead of mapping in advance what can go where and how tall it can be, Fremont has spelled out minimum residential and commercial growth targets for 10 areas. Landowners are required to meet the targets but can fill in the blanks as they please.

This runs counter to how planning is done in cities like Oakland or San Francisco, which puts every conceivable restriction in place beforehand so that, theoretically, developers will behave. But the Fremont approach grasps a reality



Perkins + Will

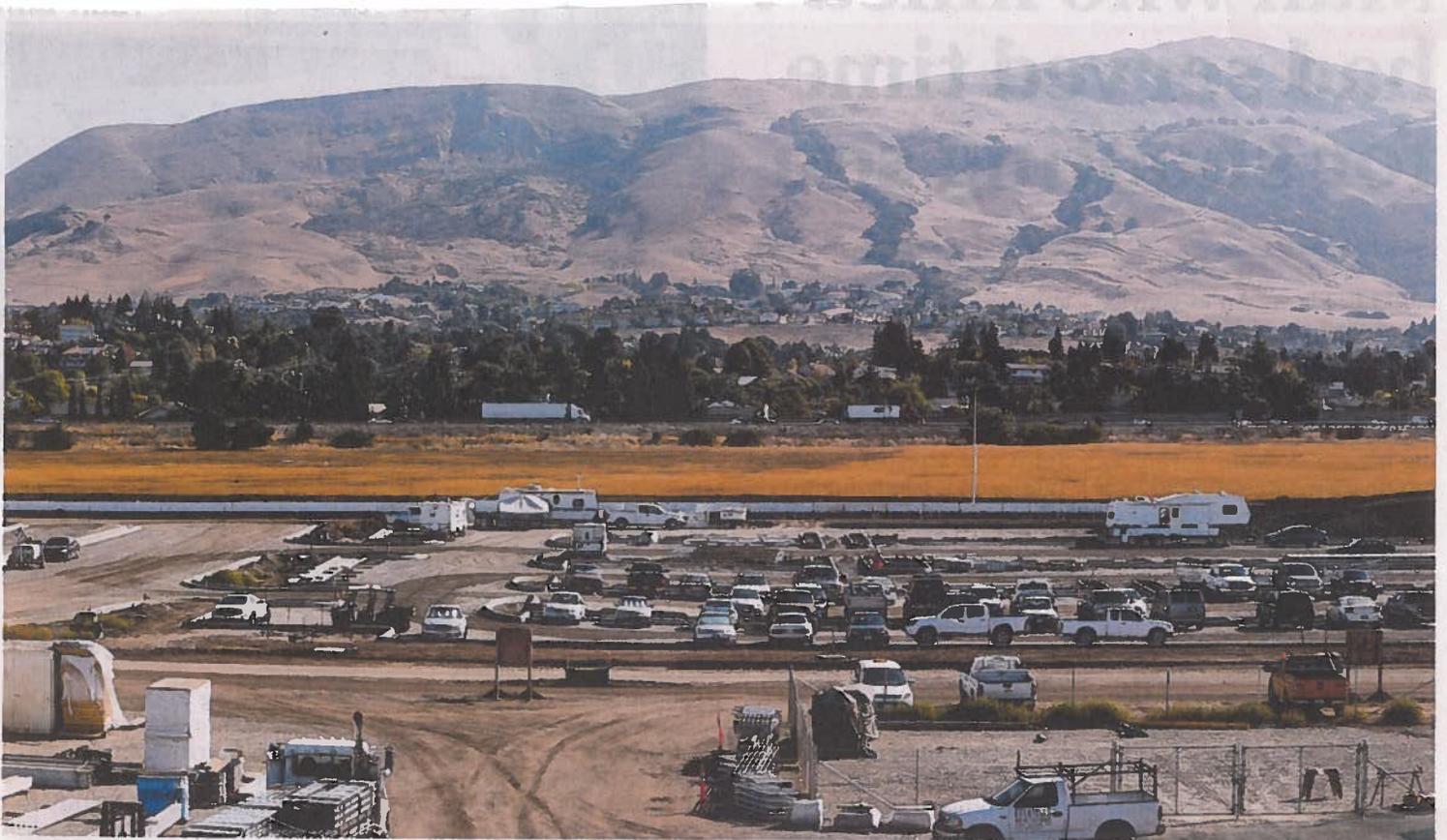
An illustration captures the concept for the mixed-use but open-ended vision that Fremont has for the nearly 900 acres around the new BART station.

that conventional planning tends to deny: We can't predict the future.

Today's architectural tastes and  
*Fremont continues on A8*

FROM THE COVER

# Fremont gambles with a daring plan



Photos by Michael Macor / The Chronicle

**The region around the Warm Springs BART Station in Fremont will be developed with goals for use, but no specific plans.**

lifestyle preferences might not resemble tomorrow's, yet the underlying need for diverse and environmentally smart urban-style neighborhoods will remain.

"We have the goal of job creation, but we don't know what the jobs of tomorrow will be," pointed out Anu Natarajan, a City Council member and trained planner. "Our thought was, let's build a (planning) framework with enough in there to leverage what we need."

The Bay Area's fourth most-populous city (218,000 residents), its current claim to fame being the home of Tesla's electric car assembly plant, Fremont came of age in the 1960s when America's belief in car-centered convenience was at its height. Waves of suburbanization left a predictable wake of wide boulevards, big blocks and plateau-like parking lots wrapped around shopping centers and industrial parks.

People who live there love it. Everyone else tends to drive right through. The 110 acres designated as Fremont's downtown now consists mainly of isolated office buildings and a retail hodge-podge.

The goal around the Warm Springs Station several miles south of downtown is to add "a high intensity, mixed-use district that is pedestrian and transit focused." The plan crafted by the San Francisco office of Perkins + Will and approved in July is designed for "a diversity of uses that promote and provide opportunity for innovation ... while ensuring harmony between uses that are located in close proximity."

That word "innovation" is a clue that the city hopes Tesla's presence in the district will attract other technology firms to fill land that now is bare or barely developed. The twist is that the plan doesn't include specific maps and diagrams for the form the district and its 10 sub-areas will take, instead focusing on how things should be once the construction dust settles in 10 or 20 years.

Residential areas within a quarter-acre of transit must have 50 housing units per acre, for instance. Buildings can climb 240 feet in four of the 10 areas. But the precise location of towers is at the builders' discretion, while



residential density can vary from acre to acre as long as the overall amount is achieved. A developer could start slowly, then ramp up in height and density as the area becomes more desirable.

Nor are the targets confined to a numerical count of residents and jobs. Each development must be accompanied by "at least one (depending on the size of the site) publically accessible urban plaza." These plazas, in turn, must be linked by streets or pathways that include dedicated bike lanes.

There's no street pattern laid out, either. Instead, the

desire for small blocks is given clout by such requirements as a minimum of 140 intersections per square mile, with no more than 400 feet between intersections.

"It's a different type of formula, a little more aspirational," said Jessica von Borck, assistant city manager. "We want Warm Springs to be modern, to set a tone."

Asked if this might give too much leeway to developers, von Borck disagreed. "We don't view the developer community as an enemy, but a partner," she said. "There's no secret in what we're looking for."

The open-ended approach has perils. By allowing a developer to proceed in stages, there's a danger they'll try to weasel out of the overall obligations by pleading poverty in the final stages of approvals.

"The danger of being organic is that you need a vision-keeper" at city hall to make sure an area's targets are treated as absolutes, not ideals, Natarajan said. "We need the spine to stick to the plan."

She's right. Fremont's still right to take the chance.

You need look no further than San Francisco's Mission Bay to see the aesthetic perils of overly prescriptive planning. This strategy might make politicians and advisory groups happy, but it can



## Online extra

To read the full Warm Springs/South Fremont Community Plan, go to <http://bit.ly/1AVTUAe>.

**The Warm Springs BART Station, which is under construction, will lead to a destination being created by developers using only city guidelines.**

translate to bulky unappealing blocks that meet the letter of the law but don't provide the hoped-for sense of place.

Two large developers already have stepped forward in Fremont: Lennar to the west of the future Warm Springs Station, Toll Brothers to the east. Each is in the process of drawing up multiphase design proposals for their sites, a requirement for any project

more than five acres in size.

Fremont has spelled out an admirable set of goals for Warm Springs. If it sticks to its guns — and developers rise to the challenge — outsiders someday might be stopping by to check things out.

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Twitter: [@johnkingsfchron](https://twitter.com/johnkingsfchron)*

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9/24/14

# Tide of support for state water bond, additional local measures

By Josh Richman

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An epic drought and wave of wildfires have left California voters thirsty for the \$7.5 billion state water bond on November's ballot — and also anxious to approve local bond measures to supply more water, a wide-ranging new poll finds.

## MORE POLL RESULTS

How different regions of the state feel about water. **PAGE A6**

Water-policy experts are cheered by the overwhelming public concern, but worry that it could be washed away if heavy rains return this winter.

A whopping 72 percent of likely voters now say water supply is a "big problem" in their corner of the Golden State, up 11 points from just two months ago, the Public Policy Institute of California found. And when asked what's the most important

See **POLL**, Page 6

**A6** BAY AREA NEWS GROUP **113**

## Poll

*Continued from Page 1*

issue facing the state's residents today, 29 percent of Californians name water and drought, second only to jobs and the economy at 32 percent.

Leon Szeptycki, who directs the Water in the West project at Stanford's Woods Institute for the Environment, said the poll's findings aren't surprising given that "it's a historically severe drought and a lot of communities are suffering."

But, he added, "it's a long-standing phenomenon that the public's interest in doing something about water doesn't last long beyond the drought."

### Big Bay Area support

Likely voters support Proposition 1, the water bond, by 2-1 — 58 percent to 29 percent, with 14 percent undecided. Majorities of Democrats and independents favor it, and more Republicans are for it than against it. Support is greatest in the Bay Area and the Inland Empire.

The poll also found strong support for Proposition 47, which would re-

duce penalties for some nonviolent crimes. But the electorate is more divided on measures to alter the state budget's "rainy day fund" and to let the insurance commissioner reject health insurance rates. And Gov. Jerry Brown is trouncing Republican challenger Neel Kashkari by 21 percentage points among likely voters.

The poll surveyed 1,702 adults, including 916 likely voters, from Sept. 8 to Sept. 15. It has a margin of error of plus or minus 3.6 percentage points for all adults — 4.9 percentage points for likely voters.

Local water districts are no doubt rejoicing that 67 percent of likely voters — including 77 percent of Democrats, 67 percent of independents and 56 percent of Republicans — said they would vote yes if their district had a bond measure on the ballot to pay for water supply projects. Again, Bay Area residents were the most likely to say yes — although no big water districts in the South Bay or East Bay have bond measures on the November ballot.

Nevertheless, Abby Figueroa, spokeswoman for the East Bay Municipal Utility District, said

the poll's findings are good news for urban water districts like hers.

"It bodes well for California's future that voters today are more aware of how precious water is and how critical our state's infrastructure needs are," she said, adding that EB-MUD has been able to cope with the current crisis both through long-standing conservation efforts and through a pipeline tapping Sacramento River water. "Our customers' conservation and support for heavy investments in water infrastructure over the past two decades have paid off. We'd expect investments in other parts of the state to have a similar effect."

### 'Behind the curve'

But water expert Peter Gleick, president of the Pacific Institute in Oakland, said "in general, water agencies have been a bit behind the curve."

"This is not the first year of the drought — this is the third year, and there are things we should've done a year or two ago that we're still not doing."

He said those things include not only planning ahead for infrastructure bond measures but also aggressively encouraging

people to replace inefficient fixtures and tear out water-intensive lawns and other landscaping.

### 'Public awareness'

Planners should have been ahead of public opinion, not waiting for it to come around after months of drought warnings and wildfire alerts, Gleick said. "It would be nice if our leaders led rather than followed. But it's great to see greater public awareness, and I hope our policy leaders will take advantage of that awareness."

Stanford's Szeptycki is doubtful they will.

He said a deluge of public concern clearly helped drive this year's bipartisan bargain in the Legislature on the statewide water bond, as well as the state's first-ever groundwater regulation laws.

But "a lot of the public momentum goes away when the drought is over" — which, he said, is the most important time to start planning for the next one.

*Josh Richman covers politics. Follow him at [Twitter.com/Josh\\_Richman](https://twitter.com/Josh_Richman). Read the Political Blotter at [IBAbuzz.com/politics](http://IBAbuzz.com/politics).*

WEDNESDAY, SEPTEMBER 24, 2014

## Water supply a 'big problem'

With a severe drought and wildfires scorching the Golden State, the number of Californians who characterize the supply of water as a "big problem" in their region has jumped from 54 percent in July to 65 percent today. Seventy-two percent of Californians say they'd vote for a local water bond to pay for water projects.

**"Is the supply of water a big problem, somewhat of a problem, or not much of a problem in your part of California?"**

	Big problem	Somewhat of a problem	Not much of a problem	Don't know
<b>All adults</b>	65%	22%	12%	1%
<b>By region</b>				
Central Valley	74	18	8	<1
Bay Area	64	22	13	1
Los Angeles	60	24	15	1
Orange County/ San Diego	68	20	12	<1
Inland Empire	67	26	7	<1
<b>Inland regions</b>	71	21	8	<1
<b>Coastal areas</b>	63	22	14	1

**"If your local water district had a bond measure on the ballot to pay for water supply infrastructure projects, would you vote yes or no?"**

	Yes	No	Don't know
<b>All adults</b>	72%	19%	9%
<b>By region</b>			
Central Valley	72	19	9
Bay Area	77	17	6
Los Angeles	72	19	8
Orange County/San Diego	70	15	15
Inland Empire	69	24	7
<b>Likely voters</b>	67	23	10

Source: Public Policy Institute of California survey of 1,702 adult California residents, from September 8-15. Margin of error: +/- 3.6 percentage points for all adults, 4.9 points for the 916 likely voters.

BAY AREA NEWS GROUP

# LOCAL NEWS

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## ALAMEDA COUNTY

# Drug disposal law

**Manufacturers lose challenge to nation's first such ordinance**

By Matt O'Brien

[mattobrien@bayareanewsgroup.com](mailto:mattobrien@bayareanewsgroup.com)

**SAN FRANCISCO** — Drug manufacturers will have to pay to collect and discard unwanted prescription pills in Alameda County after a federal appeals court rejected an industry challenge to the

nation's first drug take-back law.

A three-judge panel from the 9th Circuit Court of Appeals unanimously upheld Alameda County's drug disposal ordinance in a Tuesday ruling.

The drug industry had sued after the Alameda County Board of Supervisors passed the law in 2012 forcing drugmakers to take responsibility for the safe disposal of

their products. The measure is meant to prevent unused drugs from poisoning local residents or the environment.

Pharmaceutical groups said they were disappointed by the ruling but did not say if they will continue to challenge the local law by seeking another appeals court hearing or taking their fight to the U.S. Supreme Court.

"We certainly hope that

this is the end of it," said Donna Ziegler, Alameda County chief counsel, noting that the county has already spent \$750,000 to fight the lawsuit.

A district court sided with the county last year and refused to delay the new law as drug companies sought their appeal.

As part of the law, drug

See **DISPOSAL**, Page 9

# is upheld

**\$330,000** Estimated cost of the drug disposal program in Alameda County

**\$1B** Approximate prescription drug sales per year in Alameda County

**"We certainly hope that this is the end of it."**

— Donna Ziegler, chief counsel, Alameda County

THURSDAY, OCTOBER 2, 2014

## Disposal

*Continued from Page 1*

companies must set up disposal bins in convenient spots around Alameda County and help advertise them to the public, then collect the drugs and destroy them at medical waste facilities. The companies can set up their own stewardship plan or pay someone else to do it. Drugmakers are also prohibited from charging Alameda County customers more to pay for the disposal costs.

The county began implementing the law in July but is still working with companies in developing their plans.

"We remain opposed to take-back programs like Alameda County's, which place the entire responsibility on pharmaceutical manufacturers for the execution, finance, management and administration of otherwise municipal operations," said a statement emailed Wednesday from the Biotechnology Industry Organization, based in Washington, D.C. "By exempting all local

businesses and consumers from having to contribute any funding for or provide any assistance in implementation of these take-back programs, Alameda County has unfairly shifted the costs and burden to individuals in other counties, cities and states."

The industry group was a plaintiff in the case along with the Pharmaceutical Research and Manufacturers of America and the Generic Pharmaceutical Association. They argued that the county ordinance was unconstitutional because it interferes with the interstate flow of goods.

The judges disagreed, ruling this week that the law "neither discriminates against nor directly regulates interstate commerce," according to the opinion by Judge N.R. Smith.

"It applies to all manufacturers that make their drugs available in Alameda County — without respect to the geographic location of the manufacturer," Smith wrote. The law also "does not directly regulate interstate commerce because it does not control conduct beyond the boundaries of

the county."

Neither side disputed the facts of the case or the importance of safely discarding prescription drugs. Alameda County estimated the cost of the program will be \$330,000 annually, a small portion of the nearly \$1 billion in prescription drug sales each year in Alameda County. The drug companies believe the cost will be closer to \$1.2 million.

Smith wrote that "opinions vary widely as to whether adoption of the ordinance was a good idea. We leave that debate to other institutions and the public at large. We needed only to review the ordinance and determine whether it violates the dormant Commerce Clause of the United States Constitution. We did; it does not."

The county's top attorney believes other local governments around the country will now follow Alameda County's lead.

"I do think that once the lawsuit has worked its way through the court and we're successful, it will close the door on (the drug industry) targeting other jurisdictions," Ziegler said.

## Union City Patch

### Union Sanitary District Wins 'Peak Performance Platinum' Award

USD has been recognized by NACWA for 21 continuous years since the award program began in 1993.

By Autumn Johnson/ Editor (Patch Staff) Updated October 2, 2014 at 2:17 pm

Union Sanitary District (USD) has received the “Peak Performance Platinum Award” from the National Association of Clean Water Agencies (NACWA.) The Platinum Award recognizes the District’s achievement of 100 percent compliance with its regulatory permit requirements for five consecutive years, 2008 through 2013. These permit conditions are in place to protect the water quality of San Francisco Bay.

USD has been recognized by NACWA for 21 continuous years since the award program began in 1993.

“The Platinum Award is an honor that reflects our ongoing commitment to protect public health and the environment,” says David Livingston, Plant Manager. “The combined efforts of all District employees, particularly our plant operators, mechanics, electricians, laboratory staff, engineers and environmental compliance staff, made this achievement possible.”

General Manager Paul Eldredge notes that “USD’s highly trained, dedicated staff is the reason for our success. They keep the facilities running smoothly, and they work hard to prevent harmful materials from being discharged to the sewer by businesses and industries in our service area.”

Union Sanitary District operates a 33 million gallon per day wastewater treatment facility in Union City and provides collection, treatment and disposal services to a total population of 334,600 in Fremont, Newark, and Union City, CA. The District maintains over 800 miles of underground pipeline in its service area.

For more information about Union Sanitary District’s water quality efforts, contact David Livingston, (510) 477-7560 or visit the District’s website at [www.unionsanitary.ca.gov](http://www.unionsanitary.ca.gov).