



**BOARD MEETING AGENDA**  
**Monday, February 25, 2019**  
**Regular Meeting - 7:00 P.M.**

**Union Sanitary District**  
**Administration Building**  
**5072 Benson Road**  
**Union City, CA 94587**

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

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

Karen W. Murphy  
*Attorney*

- |             |     |   |  |
|-------------|-----|---|--|
|             | 1.  | Call to Order.  |  |
|             | 2.  | Salute to the Flag.   |  |
|             | 3.  | Roll Call.  |  |
| Motion      | 4.  | Approve Minutes of the Regular Meeting of February 11, 2019.  |  |
| Information | 5.  | Balanced Scorecard <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .<br>a. Second Quarter Fiscal Year 2019 District-Wide Balanced Scorecard Measures.<br>b. Balanced Scorecard for the Treatment & Disposal and Fabrication, Maintenance, and Construction Work Groups.  |  |
|             | 6.  | Written Communications.   |  |
|             | 7.  | Oral Communications.<br><small><i>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.</i></small> |  |
| Motion      | 8.  | Review and Consider Approval of Memorandum of Understanding Between Union Sanitary District and Service Employees International Union (SEIU) Local 1021.  |  |
| Motion      | 9.  | Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers for the Primary Digester No. 2 Rehabilitation Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .   |  |
| Motion      | 10. | Consider a Resolution to Accept the Construction of the Fremont and Paseo Padre Lift Stations Improvements Project from Mountain Cascade, Inc. <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .  |  |
| Information | 11. | Check Register.   |  |

Information

12. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
  - a. Engineering and Information Technology Committee – Thursday, February 21, 2019, at 12:30 p.m.
    - Director Handley and Director Lathi
  - b. Legal/Community Affairs Committee – Friday, February 22, 2019, at 10:30 a.m.
    - Director Lathi and Director Handley
  - c. Budget & Finance Committee – will not meet.
  - d. Personnel Committee – will not meet.
  - e. Legislative Committee – will not meet.
  - f. Audit Committee – will not meet.

Information

13. General Manager's Report. *(Information on recent issues of interest to the Board).*
14. 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.
15. Adjournment – The Board will adjourn to a Special Meeting in the Boardroom on Tuesday, March 5, 2019, at 5:30 p.m.
16. Adjournment – The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, March 11, 2019, at 7:00 p.m.

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

## REVISED



### ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Handley and Director Lathi

#### Directors

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

#### AGENDA

Thursday, February 21, 2019  
12:30 P.M.

Alvarado Conference Room  
5072 Benson Road  
Union City, CA 94587

#### Officers

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR LATHI FROM THE GUEST PARKING AREA ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA. THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Items to be reviewed for the Regular Board meeting of February 25, 2019:
  - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers for the Primary Digester No. 2 Rehabilitation Project
  - Consider a Resolution to Accept the Construction of the Fremont and Paseo Padre Lift Stations Improvements Project from Mountain Cascade, Inc.
5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings. 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 "Public Comment" 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 and are to be completed prior to discussion of the agenda item.

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THE PUBLIC IS INVITED TO ATTEND

# REVISED



## Directors

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

## LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Handley and Director Lathi

## Officers

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

## AGENDA

Friday, February 22, 2019

10:30 A.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR LATHI FROM THE GUEST PARKING AREA ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA. THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of February 25, 2019:
  - Balanced Scorecard
    - Second Quarter Fiscal Year 2019 District-Wide Balanced Scorecard Measures
    - Balanced Scorecard for the Treatment & Disposal and Fabrication, Maintenance, and Construction Work Groups

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5. Adjournment

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Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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).

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THE PUBLIC IS INVITED TO ATTEND

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
February 11, 2019**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

PRESENT: Anjali Lathi, President  
Manny Fernandez, Vice President  
Jennifer Toy, Secretary  
Tom Handley, Director  
Pat Kite, Director

STAFF: Paul Eldredge, General Manager/District Engineer  
Karen Murphy, District Counsel  
Armando Lopez, Treatment and Disposal Services Manager  
Sami Ghossain, Technical Services Manager  
Robert Simonich, Fabrication, Maintenance, and Construction Manager  
James Schofield, Collection Services Manager  
Gene Boucher, Human Resources Manager  
Laurie Brenner, Business Services Coach  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Alice Johnson, League of Women Voters  
Roelle Balan, Tri-City Voice Newspaper  
Dave Moutray, Crux Jinx Productions

**APPROVE MINUTES OF THE REGULAR MEETING OF JANUARY 28, 2019**

It was moved by Director Kite, seconded by Secretary Toy, to Approve the Minutes of the Regular Meeting of January 28, 2019. Motion carried unanimously.

**WRITTEN COMMUNICATIONS**

There were no written communications.

**ORAL COMMUNICATIONS**

There were no oral communications.

## **SECOND WATERSHED PERMIT UPDATE**

General Manager Eldredge provided a PowerPoint presentation regarding the status of the District's Second Watershed Permit.

## **CONSIDER A MOTION TO CANCEL THE MAY 27, 2019, BOARD OF DIRECTORS MEETING**

Executive Assistant to the General Manager/Board Clerk McEvoy stated the May 27, 2019, Board of Directors meeting will fall on Memorial Day when District offices will be closed. Staff recommended the Board cancel the May 27, 2019, Board of Directors meeting and consider scheduling a special Board meeting for May 28, 2019, or June 3, 2019.

It was moved by Secretary Toy, seconded by Director Handley, to Cancel the May 27, 2019, Board Meeting and Schedule a Special Meeting for Monday, June 3, 2019. Motion carried unanimously.

## **REVIEW AND CONSIDER APPROVAL OF PROPOSED REVISIONS TO POLICY 3060, COMMUNICATION BY MEMBERS OF THE BOARD OF DIRECTORS**

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated staff reviewed the Policy and suggested minor typographical edits. Staff recommended the Board review and consider approval of proposed revisions to Policy No. 3060, Communication by Members of the Board of Directors.

It was moved by Director Handley, seconded by Vice President Fernandez, to Approve Policy 3060, Communication by Members of the Board of Directors. Motion carried unanimously.

## **RECEIVE UPDATE ON PRIVATE LATERAL OUTREACH VIDEO AND PROVIDE DIRECTION**

This item was reviewed by the Legal/Community Affairs Committee. Collection Services Manager Schofield stated the Board had previously indicated interest in development of an educational outreach video to explain homeowner responsibility, provide information about what to do to prevent lateral stoppages, and recommend actions homeowners should take in the event of a stoppage. Staff have worked with Crux Jinx Productions to develop a private lateral outreach story board, which was included in the Board meeting packet. Staff requested the Board provide direction regarding the Private Lateral Outreach Video.

The Board requested the finished video be added to the District website to serve as a resource to answer commonly asked questions regarding private laterals.

The Board directed staff to continue working with Crux Jinx Productions to complete the private lateral outreach video.

## **PROVIDE DIRECTION ON BOARD COMPENSATION SURVEY**

General Manager Eldredge presented the list of agencies and criteria included in the April 2018 Survey of District Board Members Compensation and Benefits.

The Board directed staff to use the same agencies and criteria for the 2019 Survey of District Board Members Compensation and Benefits.

## **INFORMATION ITEMS:**

### **Report on the East Bay Dischargers Authority (EBDA) Meeting of January 17, 2019**

Director Handley provided an overview of the January 17 EBDA meeting minutes included in the Board meeting packet.

### **Check Register**

There were no questions regarding the Check Register.

## **COMMITTEE MEETING REPORTS:**

The Legal/Community Affairs Committee met.

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

General Manager Eldredge reported the following:

- The East Bay Dischargers Authority (EBDA) Workshop will be held in San Leandro on February 14, 2019.
- The District's EBDA Ad Hoc will meet February 12, 2019.
- The Fremont State of the City Luncheon will be held March 22, 2019, and the Newark State of the City Luncheon will be held April 25, 2019. General Manager Eldredge requested the Board notify staff if they wish to be registered to attend.
- District offices will be closed in observance of the President's Day Holiday on Monday, February 18, 2019.
- Staff recently attended the National Association of Clean Water Agencies (NACWA) conference to accept an award for the Union Sanitary District's Leadership School Program.

## **OTHER BUSINESS:**

There was no other business

## **ADJOURNMENT:**

The meeting was adjourned at 7:47 p.m. to the next Regular Meeting in the Boardroom on Monday, February 25, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

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REGINA McEVOY  
BOARD CLERK

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JENNIFER TOY  
SECRETARY

APPROVED:

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ANJALI LATHI  
PRESIDENT

Adopted this 25<sup>th</sup> day of February 2019





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

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

Karen W. Murphy  
*Attorney*

**DATE:** February 14, 2019

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

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Karoline Terrazas, Organizational Performance Manager

**SUBJECT:** Agenda Item No. 5a - Meeting of February 25, 2019  
Information Item: **Second Quarter FY 19 District-Wide Balanced Scorecard Measures**

**Recommendation:**  
Information Only.

**Background:**

This report summarizes progress meeting the District's strategic objectives for the first half of fiscal year 2018-19 (July 1 through December 31, 2018).

**Safety**

The District met published targets for all Safety measures in the first half of FY 19. The Safety committee has scheduled inspections in the 3<sup>rd</sup> quarter and is expected to meet their target by the end of the fiscal year.

See Table 1: Safety Objectives and Measures, for District performance against all safety measures in Q2.

### Operational Excellence

The District also met all published targets for the Operational Excellence measures in the first half of FY19. The Collections workgroup is on target to meet assessment goals and has training scheduled in 3<sup>rd</sup> and 4<sup>th</sup> quarter.

See Table 2: Operational Excellence Objectives and Measures, for District performance against all operational measures in Q2.

#### **Legend for Table 1 and Table 2:**

Green: meeting or exceeding target or projected to meet target by the end of the fiscal year

Yellow: Will not meet target if trend continues, and/or not meeting target by <10%- needs attention

Red: Will not meet FY target by >10%- corrective action needed

**Table 1: Safety Objectives and Measures**

Objectives	Measurements	1st Qtr	2 <sup>nd</sup> Qtr	YTD Actual	Target	FY18	FY17	FY16	Comments
Reduce the number of accidents	Total accidents with lost days	0	0	0	0	2	1	2	
	Other OSHA reportable accidents	0	0	0	≤4	0	2	0	
	# Incidents of vehicle or equipment accidents/damage	0	1	1	≤2	2	1	3	Damage to District vehicle, no claims
Reduce the impact of accidents on employees and the District	Cost associated with vehicle/equipment accidents	0	0	0	≤\$5000	\$0	\$0	\$540.00	
	Ave FTE lost time	0.03	0	0.03	<0.5	0.33	0.15	0.145	
	Total Costs: Lost time Wages only	\$597.90	0	\$597.90	≤\$46,883	\$32,052.64	\$16,450.00	\$9,883.00	
	Ave FTE limited duty time	0	0	0	≤0.5	.08	0.15	0.12	
	Total costs: Limited duty/Other 1/2 wages	\$0.00	0	\$0.00	≤\$23,441	\$2,930.91	\$9,517.03	\$4,775	
	X-Mod			0.78	≤1.0	0.78	0.72	1.01	Fiscal year measurement.
Identify and correct poor practices and potential hazards	# Facility inspections completed (SIT)	0	0	0	4	4	4	4	Safety committee planning

	% of areas of concern identified during internal facility inspections that are resolved within 45 days of report	N/A	N/A	N/A	≥90%	94.59%	96.50%	90%	inspections in 3rd quarter.
	# work site inspections completed	87	88	175	282	373	297	337	
Implement industry best practices	# site visits (for potential BMPS) completed and discussed by ET	0	0	0	≥2	1	0	1	Scheduled in 3 <sup>rd</sup> quarter.
Communicate our commitment to safety	# GM communications on status of safety program and performance	3	1	4	≥4	7	8	8	District Safety message on Air Quality.
	# safety strategy reviews conducted by ET and EHSPM	1	1	2	4	8	8	8	
Educate employees in safe work practices	# of major safety training events offered	3	2	5	7	11	15	1	
	Ave % of targeted employees trained vs. plan	97.31%	96.60%	96.95%	≥90%	94.02%	95.08%	77.8%	
Create a positive safety culture	% Positive responses on the employee's safety survey (ave)			N/A	≥75%	94.08%	NA	91.06%	Completed in FY18 and occurs every two years.

**Table 2: Operational Excellence Objectives and Measures**

Objectives	Measures	1st Qrt	2nd Qrt	YTD Actual	Target	FY18	FY17	FY16	Comments
Stewardship: Demonstrate responsible stewardship of District assets and the environment	Progress implementing outreach plan milestones: % planned events completed	23.73%	16.95%	40.68%	≥90%	91.80%	98.36%	92.80%	
Service: Provide reliable, high quality service	Response time to calls for service: % under 1 hour	97.50%	96.40%	96.95%	≥95%	96.83%	97.28%	97.50%	
	Response time to contact USD inquiries: % within 3 business days	100.00%	100.00%	100.00%	≥90%	94.08%	96.50%	96.90%	
	# Total adverse impacts on customers	2	1	3	≤10	4	4	10	See note below, SSO 2/3
Be prepared for emergencies	# emergency preparedness events (drills, training, debriefs, table top exercises, etc.)	0	2	2	3	5	3	2	

Fiscal responsibility: Ensure funding for critical programs and projects, while maintaining comparable rates	Residential SSC compared to other agencies			5.8th	≤33rd percentile	11.5	11.5	11.5	Survey criteria expanded, and new survey completed in October 2018
Accurately project and control costs	% Budget expended, Operating Expenditures			NA	95-103%	105%	92.00%	93.00%	
	% expended Priority 1 Special Projects			NA	80-110%	107%	44.00%	80.00%	
	# regional projects/initiatives with financial benefit	3	3	3	≥3	3	3	3	
Asset Management: Manage and maintain assets and infrastructure	# Critical asset failures wo negative impacts	0	0	0	≤2	0	0	0	-
	# critical asset failures with negative impacts	0	0	0	0	0	0	3	
	% asset renewal/year: Plant			NA	Track & Report	1.74%	2.31%	2.52%	Annual Reporting Frequency
	% asset renewal/year: Collection System			NA	Track & Report	0.18%	0.47%	0.45%	Annual Reporting Frequency

	Priority CIP Project milestones met vs. planned	100%	100%	100%	85%	85.00%	93.32%	63.00%	
Environmental Protection: Maintain our ability to meet current and future regulations	# adverse impacts on environment (Cat 1 SSO)	0	0	0	0	0	1	1	
	Category 2/3 SSOs	0	1	1	≤10	2	3	5	67-gallon spill in Fremont with full recovery
	Implement projects and programs that benefit the environment	# regional projects/initiatives with environmental benefit	3	3	3	≥3	3	3	3
Employees: Maintain a highly competent, flexible workforce	Employee Turnover Rate- total			NA	Track and report	6.11%	8.03%	9.80%	Annual Reporting Frequency
	Employee Turnover Rate- nonretirement			NA	Track and report	2.29%	2.19%	3.00%	Annual Reporting Frequency
	% Training System Milestones Completed (accumulative total)	37%	15.8%	52.8%	100%	100.00%	100.00%	76.47%	
	# competency assessments completed	5	0	5	43	73	74	58	Assessments scheduled in 3 <sup>rd</sup> quarter
Safety: Work safely; reduce accidents and injuries	See safety scorecard								

Labor relations: Foster a collaborative employee-management relationship that encourages new ideas and continuous improvement	Ave % non-mgmt. employees participating in District committees and taskforces	N/A	43%	N/A	45-55%	45.00%	46.15%	48.30%	2x Frequency Reporting
	% non-mgmt. employees participating in alternative compensation program (accumulative total)	N/A	N/A	N/A	Track & Report	43.00%	45.25%	52.50%	Annual Reporting Frequency



**Directors**

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**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 11, 2019

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

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Armando Lopez, Operations Manager, T&D Work Group  
Ric Pipkin, TPO Coach, T&D Work Group

**SUBJECT:** Agenda Item No. 5b - Meeting of February 25, 2019  
Information Item: **Plant Process Scorecard**

**Recommendation**

Information only.

**Background**

This report covers the first two quarters of Fiscal Year 2019 and recaps Fiscal Year 2018. The T&D staff operates the District's wastewater treatment plant, manages all environmental laboratory services for the District, and produces the regulatory monitoring reports required for permit compliance. The performance measures for the Plant Process Scorecard focus on the following areas: process control and compliance; energy and chemical efficiency; and employee skill development.

A recap of FY18 shows that T&D missed its target in three areas. The instances recorded for Number of Adverse Impacts were a result of numerous odor complaints registered by one resident. Hydrogen peroxide usage exceeded its target due to increased usage for odor control. The characteristics of the wastewater arriving at the facility have continued to show increased signs of septicity. The polymer usage in FY18 exceeded the target once again and the usage continues to be high in FY19. T&D sent samples to Andritz (Centrifuge Manufacturer) and results concluded that the characteristics of the sludge have unfortunately changed. The good news is, the test confirmed that we are achieving the best results possible, based on the

makeup of this sludge. We will be modifying our targets based on this new analytical information.

All other measures met or surpassed expectations.

#### Process Control and Compliance

The “Plant Health Index” (PHI) measure tracks twelve aspects of treatment plant process performance. The index includes the activated sludge and anaerobic digestion processes, electrical power generation, chemical and energy utilization, and NPDES Permit compliance. The index value average met the target of 85% or greater for FY18. The PHI is on track to meet the target for FY19.

The total kwh per million gallons measure is exceeding its target for FY19, but it is anticipated the target will be met by the end of FY19.

Chemical usage is high in a few areas at the start of FY19. Hydrogen peroxide usage continues to be high for odor control. Hypochlorite usage is higher than normal for FY19 to comply with EBDA’s request to reduce enterococci. As mentioned above, the high dewatering polymer usage was investigated, and it was concluded that our sludge characteristics are not conducive to yielding historical results.

Although T&D met all NPDES compliance measures for FY18 and is on track to continue regulatory excellence during FY19, achieving compliance is becoming increasingly more difficult to attain. A combination of increasing load and historically poor settling Activated Sludge are posing serious challenges. The Solids Capacity Phase II study and the recent master plan work conducted by Hazen/Woodard and Curran has helped us confirm the root cause of our challenges. We are working with District Engineering Staff and District consultants to determine the most reasonable solutions and ensuring we incorporate the solutions into the Plant Master Plan effort.

The biosolids measure tracks the percentage and amount of wet tons disposed of as Class A (composting facility). In FY18, the percentage met the target of 25%. The totals are slightly behind the target for FY19. The biosolids disposal contract is administered by calendar year and the contractor disposed of a majority of the biosolids at the composting facility between January and June 2018, which is not reflected in the FY19 Scorecard totals. It is anticipated the target will be met by the end of FY19.

Laboratory service measures track timely analysis of samples for the EC. All laboratory measures met or exceeded their targets for FY18 and is on track to meet the targets for FY19.

#### Planned Maintenance

Completing preventive maintenance on time ensures that equipment is kept operating at peak efficiency, and that problems are promptly identified and corrected. TPO met the target of 95% or greater for completing preventive maintenance work orders within the month they are

scheduled for FY18. Despite continued turnover and on-going Operator training, TPO continues to meet the target during FY19.

**Plant Process Scorecard**

	<b>Measures</b>		<b>2019 Fiscal Year to Date</b>	<b>Target</b>	<b>2018 Fiscal Year End</b>
<b>Customer</b>	Number of adverse impacts: Odor Complaint Calls		8	0	11
	Number of adverse impacts: Odor Complaints Attributable to the Plant		2	0	2
	Number of adverse impacts: Violations, Spills, etc.		0	0	0
<b>Financial</b>	Water Usage – Alvarado Site (Gallons Used per Day)		27,222	≤ 30,000	27,753
	Total kwh/MG Alvarado Site (Avg per Month)		2,152	< 2100	2091
	PG&E Purchased	(Avg kwh/day)	22,258	Track	13,405
		(Total kwh/year)	4,094,005	Track	5,308,800
	On-site Power Generation	(Avg kwh/day)	26,341	23,088	35,301
		(Total kwh/year)	4,846,828	9,563,000	12,438,736
	Solar Production – kwh/day	(Avg kwh/day)	203	Track	109
		(Total kwh/year)	36,568	Track	16,462
	Total Electrical Usage	(Avg kwh/day)	48,802	Track	48,706
		(Total kwh/year)	8,977,401	Track	17,763,998
	H2S/Odor Control	Ferrous Chloride (Avg gal/hour)	31	≤ 35	32
		Ferrous Chloride (Total gal/year)	134,456	≤ 300,000	280,320
		Hydrogen Peroxide (Avg gal/hour)	9.3	≤ 8.5	9.6
		Hydrogen Peroxide (Total gal/year)	41,271	≤ 76,000	84,240
	Disinfection	Hypochlorite (Avg gal/hour)	48.0	≤ 43	31.3
		Hypochlorite (Total gal/year)	211,992	≤ 375,000	325,020
	Solids Conditioning	GBT Polymer (Avg lbs/dry ton)	3.9	≤ 5.5	4.0
		Dewatering Polymer (Avg lbs/dry ton)	34.4	≤ 33	34.3

Internal Processes	Biosolids Disposal	Total Wet Tons Produced	10,286	Track	20,147
		Percent Disposed of as Class A	24%	25%	41%
		Number of Wet Tons Disposed Class A	2,422	4,800	8,210
	Plant Operational Health Index (Avg monthly value)		91%	≥ 85%	95%
	Percent preventative maintenance work orders completed within month scheduled		98%	≥ 95%	96%
	Percent Environmental Compliance Samples that Met Turnaround Time (12 days)		96%	≥ 95%	96%
	State Proficiency Test, Percent Areas Passed (T&D Lab)		N/A	> 85%	100%
Learning & Growth	Number of Training Modules Updated		1	2	7

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 19, 2019

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

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Robert Simonich, Manager Maintenance & Technology Services  
Chris Pachmayer, Electrical and Technology Coach

**SUBJECT:** Agenda Item No. 5.b - Meeting of February 25, 2019  
Information Item: **Plant/Pump Station Maintenance Process and Information Technology Scorecards**

**Recommendation**

Information only.

**Background**

In previous years, Fabrication, Maintenance and Construction (FMC) and Treatment & Disposal Services (T&D) shared a combined Plant Process Scorecard containing performance measurement data for both workgroups. Beginning in fiscal year 2014, FMC and T&D began keeping separate Scorecards and tracking performance measurement data separately. During the 2017 fiscal year, the Information Technology (IT) team was added to the FMC work group.

This report covers the first two quarters of Fiscal Year 2019 (FY 19) and recaps Fiscal Year 2018 (FY 18). The FMC staff maintains the District's wastewater treatment plant, pump stations, and influent force main system. The performance measures for the FMC Process Scorecard focus on the following areas: planned maintenance, labor utilization, and employee skill development.

The IT team manages and maintains the District's information technology infrastructure which includes all hardware and software systems utilized by the District. The performance measures

for the IT Scorecard focus on the following areas: Customer satisfaction survey, average device uptime, IT accomplishments, and projects reported to the ET.

### **Planned Maintenance and Labor Utilization:**

The percentage of time FMC spends on planned maintenance work vs. unplanned maintenance work is one of our benchmarking measures. The Water Environment Federation (WEF) identifies planned maintenance at a level greater than 90% as a “best practice.” Using WEF’s definition for planned work that is preventive, predictive, an asset failure, scheduled vs. unplanned, or corrective, the FMC work group is averaging 99% of completed planned maintenance activities for FY 18. The plant has experienced two critical asset failures within the past five fiscal years.

A second benchmarking measure tracks the percentage of preventive maintenance work orders completed within the month scheduled. Completing preventive maintenance on time ensures that equipment is kept operating at peak efficiency, and that problems are promptly identified and corrected. The FMC work group is at 93% of preventive maintenance work orders completed with the scheduled month for FY 18, which is slightly below the target of 95%.

The FMC work group also tracks the number of Priority A work orders issued. This measure is meeting the target of 10 or less per month at an average of 3 per month. Meeting the target for Priority A work orders is a key indicator of the quality of our preventive and predictive maintenance program.

Increasing the efficiency of our labor force is also a goal of the FMC work group. The performance measure used is the percentage of total man-hours spent on the performance of maintenance work. The FMC Workgroup’s target is 80%. For FY 18, FMC exceeded its target by conducting maintenance activities 80.6% of the time. For FY 19, FMC is currently conducting maintenance 87% of the time.

Overtime remains below the target of 5% as a percentage of base payroll. Overtime for FY 18 was 2.9%.

### **Employee Skill Development:**

The Learning and Growth measure on the scorecard tracks development of the District’s competency-based training program. FMC has implemented a new measure that reports the number of outside trainings that employees attend. Over the past year we have sent employees to five training events.

The Plant/Pump Station performance measures are summarized in Table No. 1.

### **Customer Satisfaction Survey**

The objective of the IT team is to provide timely responses and solutions to employees whom request assistance. At the completion of the request, a survey is sent to each employee asking them to rate their interaction with the IT team and to solicit feedback on what the IT team can improve upon. The target for exceeding expectations is 60% of all surveys received. For FY 18, the IT team received an exceeding expectations survey rate of 93%. The customer satisfaction survey data is summarized in Figure No. 1.

### **Average Device Uptime**

The IT team tracks the total amount of uptime the District's servers and software systems are available to district employees/outside customers to utilize. The target up time for all systems is 99.90%. For FY 18, the IT team met the target with a total system wide up time of 99.95%.

### **IT Accomplishments**

The IT team is responsible for maintaining, upgrading, and replacing all of the District's hardware and software systems. During FY 18, the IT team built and replaced the Collections System GIS web application, upgraded the District's computerized maintenance management system (Hansen), upgraded the District's SCADA system, upgraded VMWare Horizon View and VMWare ESXi; replaced the District's firewall, replaced the District's network switches, implemented an off site data back up system through the cloud (Amazon web services), replaced the security information and event management system, and completed the non - residential billing (NRB) data import from ACWD.

### **Projects Reported to ET**

The IT team provides milestone project updates to the ET. Planned and actual milestones are noted for each project. The projects tracked through the scorecard are as follows:

IT Network Master Plan: One of four milestones completed. The District received no responses to the RFP from prospective bidders. This resulted in a re-evaluation of the implementation process for the Project. It was decided that the Project should be transferred to CIP for further development and increasing the odds for a successful project.

Collections System (CS) GIS Improvements Phase II: Zero of four milestones were completed. Upgrade to ArcGIS version 10.4 is in progress. Plant GIS web application being rebuilt in Geocortex, the same web application solution as the CS GIS. IT completed several workshops with District stakeholders to prioritize improvements for CS GIS mobile solutions. The workshops identified additional GIS mobile needs that went beyond the original project scope. Through the workshops, IT determined that GIS/mobile needs were identified amongst the



Customer Service, Collections Services, Environmental Compliance and CIP teams at the District.

SCADA Upgrade: Five of five milestones were completed. Parallel testing started on 12/18/17. Went live with new SCADA system on 2/21/18.

Operations Data Management System: Three of five milestones were completed in FY 18. Staff training and “go live” were pushed back to the beginning of FY 19 due to varying staff summer schedules. The last two milestones were completed in early FY 19.

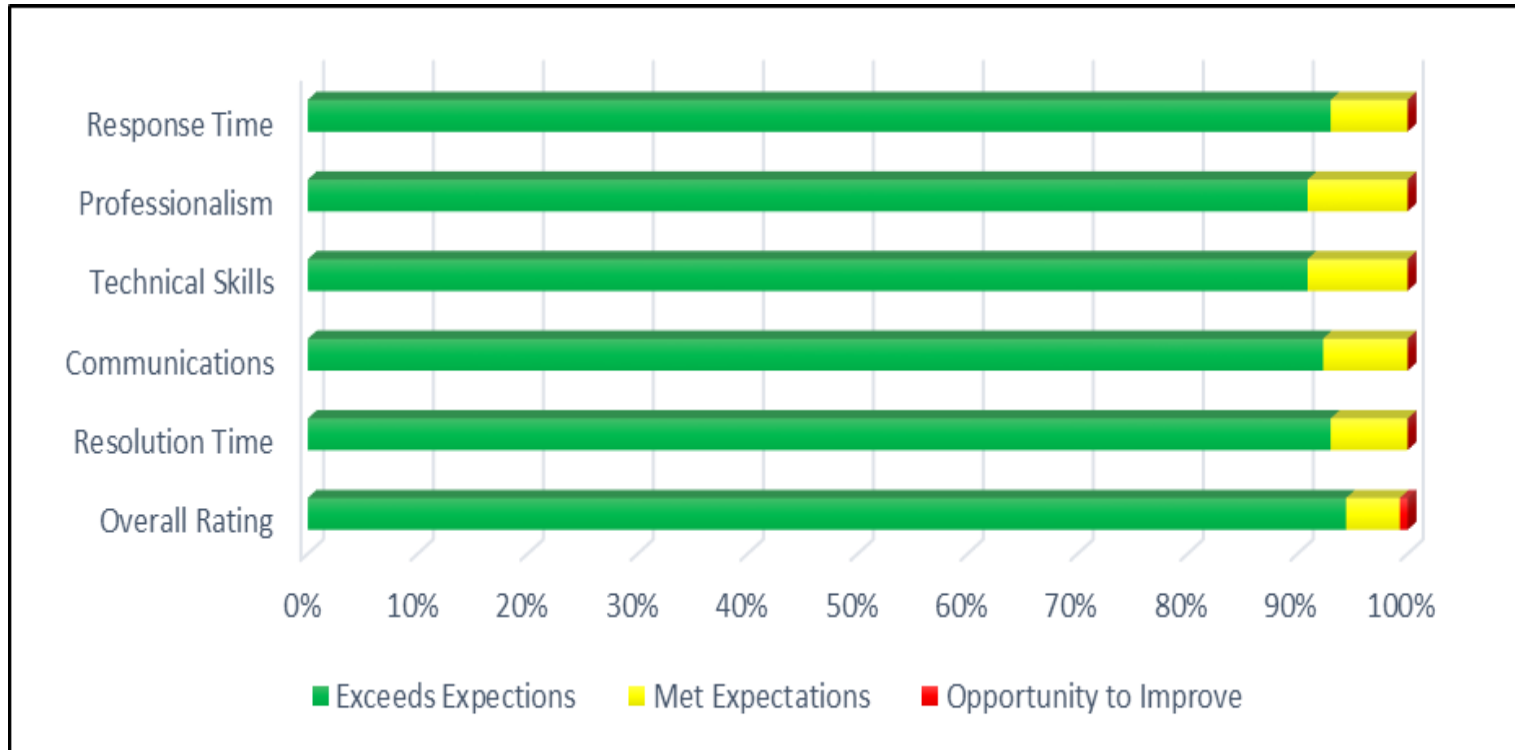
Staff will be present to answer questions.

**Table No. 1 - Plant and Pump Station Maintenance Process Scorecard**

	Measures	2019 Fiscal Year Year-to-Date	Target	2018 Fiscal Year
Customer	Number of priority A work orders (Average per Month)	3	< 10	3
	Number of critical asset failures	0	0	0
	Number with negative impact on the environment	0	0	0
Financial	% Total hours worked spent on maintenance work	87%	≥ 80%	80.6%
	Overtime as % of Base Payroll (Ave per month)	3.8%	≤ 5%	2.9%
Internal Processes	% of Time spent on planned vs. unplanned maintenance activities (Best in Class 90%)	97.7%	75% - 90%	99%
	Percent preventative maintenance work orders completed within month scheduled	93.0%	≥ 95%	93.0%
	Number of Corrective Work Orders Over 90 Days (Ave/Qtr.)	47	≤150	49
Employees	Number of Non-Districtwide employee trainings	5	Track and Report	5

**Figure No. 1 - Information Technology Team Scorecard**

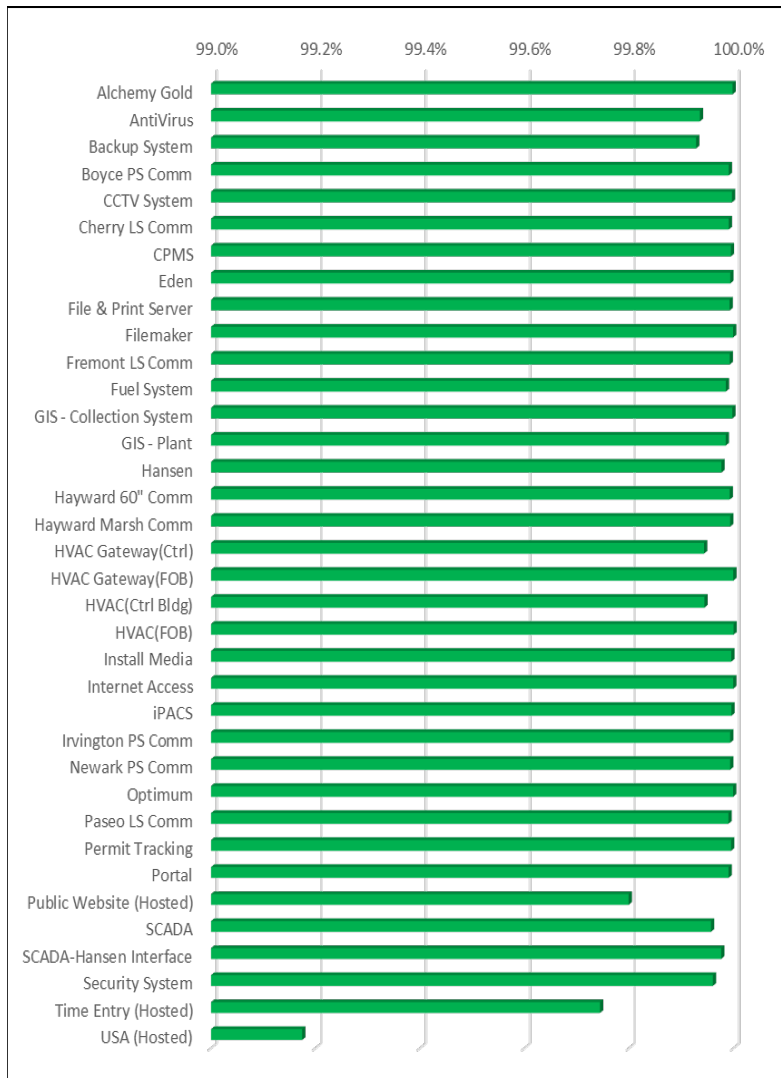
**Customer Satisfaction Survey**



- Objective: To provide timely solutions to requests for assistance
- Helpdesk Tickets Closed/Surveys: Sent = 401, Responses = 143, Response rate is 35.7%

**Figure No. 2 - Average Device Uptime**

1. Total uptime for all servers and devices for FY18 was 99.95%, which did meet the 99.9% IT Team SLA.
2. The servers/devices with the lowest uptimes and the reasons for these low uptimes are listed below:
  - Public Website – This is a hosted solution and was exposed to cybersecurity attacks that cause downtime for recovery and security enhancements.
  - Time Entry – This is a hosted solution that has monthly planned maintenance which caused higher downtime, but staff were not affected because this maintenance was done at night.
  - USA – The Underground Service Alerts is a hosted solution that has a higher downtime but there is no SLA associated with it and USD IT cannot control this uptime.



**Directors**

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Tom Handley  
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**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 25, 2019

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

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Gene Boucher, Human Resources Manager

**SUBJECT:** Agenda Item No. 8 - Meeting of February 25, 2019  
**Review and Consider Approval of Memorandum of Understanding Between Union Sanitary District and Service Employees International Union (SEIU), Local 1021**

**Recommendation**

Consider and approve the Memorandum of Understanding between the District and Service Employees International Union (SEIU), Local 1021.

**Background**

The District and Service Employees International Union, Local 1021, (SEIU) have met and negotiated a successor MOU. The attached MOU reflects the results of negotiations between the District and SEIU and represents a contract with the following provisions:

- Cost of Living Adjustments (COLA) will be based on CPI-U for the San Francisco, Oakland, San Jose areas from December to December each year with a minimum for 3.25% and a maximum of 4.5% and will occur in the pay period that includes March 1 each year.
- Increases to the medical cap (maximum the District will pay for health benefits for employees) will increase by 2% in 2019, 3% in 2020, 4% in 2021, and 4% in 2022.
- Life insurance for employees represented by SEIU will increase to \$50,000
- Equity adjustments for classifications below the market survey average will be brought up to the survey average upon ratification of contract.

- Deferred compensation matching for employees contributing to a 457 deferred compensation account will be matched annual for employees represented by SEIU, Local 1021 as follows:
  - 2019 - \$125 matching annually
  - 2020 - \$250 matching annually
  - 2021 - \$375 matching annually
  - 2022 - \$500 matching annually

The provisions of this Memorandum of Understanding between the District and members of SEIU, Local 1021 has been voted on, and accepted by the members of SEIU.

**Attachments**

- Redlined Memorandum of Understanding between the District and Service Employees International Union, Local 1021
- Final Memorandum of Understanding between the District and Service Employees International Union, Local 1021

# Memorandum of Understanding



June 6, 2013TBD - August 31, 2016TBD

**Commented [GB1]:** The date and duration on the front cover needs to be updated.

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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-Milius-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/Union Rights

~~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.~~

~~The District agrees to withhold Union dues from all union members at an amount to be determined by SEIU 1021 the Union and communicated to the District annually, and SEIU 1021 the Union agrees to provide the District, on a quarterly basis (in January, April, June, and September of each year), a certified list of members and a statement that SEIU 1021 the Union has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that SEIU 1021 the Union shall indemnify the District from any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).~~

~~The parties agree that SEIU 1021 the Union will furnish a copy of signed authorization forms of new employees during the onboarding process to payroll so that payroll can maintain a proper audit trail.~~

The parties agree that District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

SEIU 1021The Union shall indemnify and hold harmless the District, it's officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action resulting from this provision.

**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~~ six (6) months ~~with three (3) informal check-ins, two (2) prior to six (6) months, and one (1) prior to the end of the eighth (8<sup>th</sup>) month. 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 ~~behave a formal evaluation~~ behave a formal evaluation ~~at six (6) and nine (9) months of employment.~~ If the employee is not provided a performance expectation plan and ~~an~~ an evaluations ~~does~~ do not occur, the probationary period will not be extended. The Union will be provided notice of any probationary period extension.

Each workgroup will assess the probationary period of their new employee at five (5) months. A joint group of two (2) classified, with direct knowledge of position and person and two (2) unclassified members from the workgroup will determine if a six (6) month probationary period is sufficient, or if the full nine (9) months is required. If the group cannot reach consensus then the Workgroup Manager will make the final decision.

The nine (9) month probationary period will be evaluated after three (3) years to determine effectiveness and may be continued or modified as recommended by a Joint Labor-Management Task Force and approved by side letter agreement.

Probationary employees may use any Sick or Holiday or Employee Choice (HEC) hours granted and vacation leave as accrued.

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

5.2(a) Salary increases for the term of this MOU will be based upon the Consumer Price Index for All Urban Consumers (CPI-U) on the December to December average. The range for the cost of living adjustments (COLA's) will be 3.25% (Minimum) to 4.5% (Maximum).

5.2(b) Salary adjustments will take place each year during the pay period that includes March 1.

- 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 Equity Adjustments

5.3(a) The following classification will receive a salary equity adjustment to reach the Classified USD Compensation Goal for this contract. The USD Compensation Goal for this contract is defined as the value of half way between the top salary and the average salary as determined by the Salary Survey of Journey-level classifications.

Positions identified as needing an equity adjustment will receive their adjustment upon ratification of the contract.

Classification	Total Adjustment
Collection System Worker 1	4.37%
Collection System Worker 2	4.37%
Lead Collection System Worker	4.37%
Collection Services Trainer	4.37%
Mechanic 1	1.52%
Mechanic 2	1.52%
Planner Scheduler 1	1.52%
Planner Scheduler 2	1.52%
Plant Operator 2	1.56%
Plant Operator 3	3.68%

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PO Trainer	3.68%
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Janitor, Painter, and Utility Worker shall be attached to the Mechanic 2 salary by the percent difference as of March 2018 Salary Schedule.

#### 5.4 Cogen Mechanic

The District and the Union agree to establish a taskforce and continue to meet and confer over compensation for Cogen Mechanics with the following provisions:

1. The Taskforce will consist of the following:
  - a. Two (2) FMC mechanics that are trained and/or have worked on the current Cogen engines and the Union President.
  - b. Two (2) management personnel and the HR Manager.
2. The group will review and consider the following:
  - a. The amount of time spent working on the Cogen engines per year.
  - b. Salary survey of comparable positions using the agencies from the 2017 salary survey.
  - c. Frequency of overtime to work on and/or support the Cogen engines.
  - d. Staffing levels.
  - e. Qualifications.
  - f. Knowledge, skills, and Abilities (KSA's).
  - g. Working conditions.
  - h. Frequency of hours spent outside normal working hours.
3. The intent is that a mutually agreeable solution will be based upon the above topics, but not be limited to the above, if appropriate.
4. The taskforce will develop options and come to a mutually agreeable solution.
5. In the interim, FMC Mechanics will be paid \$4.00 per hour while performing the work on the Cogen engines. This \$4.00 per hour while performing work shall remain in place until a side letter is approved by Union Membership and the Board of Directors.

#### 5.53 Alternate CompensationInnovation and Goals Program

5.53(a) The current programs will remain in place through June 30, 2013. Effective July 1, 2013, Tthe District will allocate \$35,000 per fiscal year to fund the alternate compensationInnovation and Goals 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).

5.53(b) A joint labor-management task force will be formed to review and revisecreate rules for the Alternate CompensationInnovation and Goals Program. Revisions to tThe 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 CompensationInnovation and Goals Program.

5.53(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.

#### 5.64 Plant Operator Salary Progression

5.64(a) - 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.

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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.

**5.64(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.

5.6(c) Plant Operator Trainees are exempted from section 5.1(b).

**5.75 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.

**5.8 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.

**5.9 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:

**5.97(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. Qualified back up CS Lead Workers and Planner/Scheduler employees shall be paid ten percent (10%) above the employee's normal hourly rate when performing the work, but in no case greater than Step 5 of the higher-paid position or vacancy currently being filled.

**5.97(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.

**5.97(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)	
<a href="#">NASSCO ***</a>	<a href="#">\$225</a>	<a href="#">\$225 (every 3 years)</a>	

\* 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.

\*\*\*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

#### **5.10 Team Coordinator Pay**

**5.108(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.

**5.108(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.

**5.108(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.

#### **5.119 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.

#### **5.12 Early Step Increase**

**5.120(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.

#### **5.13 Shift Differential**

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

**5.134(a)** Employees working a swing shift will be paid a shift differential of 5% of employee's hourly salary.

**5.134(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%.

**5.134(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.

**5.134(d)** Employees regularly assigned to a shift shall be paid shift differential while on vacation or jury duty.

**5.134(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.

#### **5.14 Paycheck Distribution**

**5.142(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.

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

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

**5.142(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. An employee may work greater than 16 hours when approved by District management. Employee must notify District management as soon as possible but no later than 2 hours before reaching the 16-hour mark.~~
- ~~2. Commercial drivers assigned driving duties shall not be scheduled to operate a commercial vehicle more than 12 hours and may not operate a commercial vehicle more than 16 hours.~~
- ~~2. An employee must be given a minimum 9-hour rest period between shifts.~~
- ~~3. An employee must be given a minimum 9-hour rest period between shifts. This provision excludes TPO Operators which require an 8-hour minimum rest period.~~

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

- ~~1. 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.~~
- ~~2. 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.~~
- ~~3. 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.~~
- ~~4. 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.~~
- ~~5. 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, or AWIP leave to complete a full shift.~~
- ~~6. Employees will receive shift differential in addition to the above.~~
- ~~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 the unscheduled work within 7 hours of his/her scheduled shift, the employee will be provided with a 9-hour rest period before their next work assignment. 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 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 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.

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.

**Commented [CP3]:** This language is from side letter Attachment H.

**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 from the end of your scheduled shift and the 16-hour mark. Any work in excess of 16 hours is paid at a rate of two (2) 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. Flex Time is eliminated to ensure compliance with labor law. All employees will receive an additional 10 hours to their Holiday of Employee's Choice (HEC) bank due to the elimination of Flex Time. Upon contract adoption, the employee's Flex leave will be converted to vacation leave. If vacation balance is at the maximum limit, the Flex hours will be cashed out.~~

**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~~ Eligible ITEs that are is on call for two weeks or more within two pay periods will receive one (1) hour of vacation credit per day of on-call for the second week. Eligible ITEs may split an on-call week.
- 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~~ given the option to be assigned to carry a pager, or provide two (2) numbers they can be immediately reached at 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, or have provided two (2) phone numbers they can be reached immediately at 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~~ 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	201 <del>8</del> 3/14 9	201 <del>4</del> 9/15 20	201 <del>5</del> 20/1 621	201 <del>6</del> 21/1 722
Independence Day	<del>07/04/13</del>	<del>07/04/19</del> <del>7/04/14</del>	<del>07/03/20</del> <del>7/03/15</del>	<del>07/05/21</del> <del>7/04/16</del>
Labor Day	<del>09/02/13</del>	<del>09/02/19</del> 9 / 0 / 1 / 1 / 4	<del>09/07/20</del> 9 / 0 / 7 / 1 / 5	<del>09/06/21</del>
Thanksgiving Day	<del>11/28/13</del>	<del>11/28/19</del> / 2 / 7 / 1 / 4	<del>11/26/20</del> / 2 / 6 / 1 / 5	<del>11/25/21</del>
Day After Thanksgiving	<del>11/29/13</del>	<del>11/29/19</del> <del>12/28/14</del>	<del>11/27/20</del> <del>12/27/15</del>	<del>11/26/21</del>
Christmas Eve	<del>12/24/13</del>	<del>12/24/19</del> 2 / 2 / 4 / 1 / 4	<del>12/24/20</del> 2 / 2 / 4 / 1 / 5	<del>12/23/21</del>
Christmas Day	<del>12/25/13</del>	<del>12/25/19</del> 2 / 2 / 5 / 1 / 4	<del>12/25/20</del> 2 / 2 / 5 / 1 / 5	<del>12/24/21</del>
New Year's Eve	<del>12/31/13</del>	<del>12/31/19</del> 2 / 3 / 1 / 1 / 4	<del>12/31/20</del> 2 / 3 / 1 / 1 / 5	<del>12/30/21</del>

Holiday	201 <del>83</del> /14 9	201 <del>49</del> /15 20	20 <del>15</del> 20/1 621	20 <del>16</del> 21/1 722
New Year's Day	<del>01/01/14</del>	<del>01/01/20</del> 1 1 0 1 1 5	<del>01/01/21</del> 1 1 0 1 1 6	<del>12/31/21</del>
M.L. King's Birthday	<del>01/20/14</del>	<del>01/20/20</del> <del>1/19/15</del>	<del>01/18/21</del> <del>1/18/16</del>	<del>01/17/22</del>
Presidents' Day	<del>02/17/14</del>	<del>02/17/20</del> 2 1 6 1 5	<del>02/15/21</del> 2 1 5 1 6	<del>02/21/22</del>
Memorial Day	<del>05/26/14</del> 5 1 2 7 1 1 9	<del>05/25/20</del> 5 2 5 1 5	<del>05/31/21</del> 5 3 0 1 6	<del>05/30/22</del>

#### 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~~ 26 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing the previous allotment from 16 hours to 26 hours per fiscal year.

## 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	2018/19 <del>01/3/14</del>	2019/20 <del>1/5</del>	2020/21 <del>1/6</del>	2021/22 <del>1/7</del>
Independence Day	<del>07/04/13</del>	<del>07/04/19</del> <del>07/04</del>	<del>07/03/20</del> <del>7/4</del>	<del>07/05/21</del> <del>7/04</del>
Labor Day	<del>09/02/13</del>	<del>09/02/19</del> <del>9/1</del> 4	<del>09/07/20</del> <del>9/1</del> 5	<del>09/06/21</del>
Thanksgiving Day	<del>11/28/13</del>	<del>11/28/19</del> <del>11/27</del> 4	<del>11/26/20</del> <del>11/26</del> 5	<del>11/25/21</del>
Day after Thanksgiving	<del>11/29/13</del>	<del>11/29/19</del> <del>11/28</del> 4	<del>11/27/20</del> <del>11/27</del> 6	<del>11/26/21</del>

Christmas Day	<del>12/25/13</del>	<del>12/25/19</del> <del>12/2</del> 5/1 4	<del>12/25/20</del> <del>12/2</del> 5/1 5	<del>12/24/21</del>
New Year's Day	<del>01/01/14</del>	<del>01/01/20</del> <del>1/0</del> 1/1 5	<del>01/01/21</del> <del>01/0</del> 1/1 6	<del>12/31/21</del>
Memorial Day	<del>05/27/19</del> 0 5 1 2 6 1 1 4	<del>05/25/20</del> <del>05/2</del> 5/1 5	<del>05/31/21</del> <del>05/3</del> 0/1 6	<del>05/30/22</del>

#### 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~~ 58 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing previous allotment from 48 hours to 58 hours per fiscal year.

## 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.~~

**9.39.2 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.

**9.49.3 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 rate plus fifteen (15) days.

**9.59.4 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.

**9.69.5 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.

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**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~~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~~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)~~thirty-six (36) 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. A physician must complete the FMLA/CFRA paperwork and excuse the employee from work.

**10.3(b)** 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. Catastrophic Leave Bank usage outside of an approved FMLA case will be subject to attendance policy (#5110). 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.

10.3(c) If an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank, they may access those hours immediately once the event is deemed FMLA/CFRA qualifying. Section 10.2(a) does not pertain to these individuals.

#### **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 use two (2) hours from their Catastrophic Leave Bank with every one (1) hour from their earned leaves or leave without pay at the discretion of the employee. (See Policy # 5640 FMLA/CFRA for maximum number of hours available for bonding leave.) 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 At Work Hours Incentive Program**

**10.8(a)** All classified 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 their 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	<del>\$1,000</del> <u>\$800</u>
13-24	<del>6</del> <u>8</u> hours + \$375 <u>00</u>	<del>\$600</del> <u>750</u>
25-3 <u>2</u> <u>6</u>	4 hours + \$250	<del>\$5400</del>
<u>37-40</u>		<u>\$250</u>

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:

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

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~~ \$50,000 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 <del>01/01/19T</del> <del>8D6-19-13</del>	Effective <del>01/01/204/</del> <del>4/44</del>	Effective <del>01/01/4521</del>	Effective <del>01/01/4622</del>
Employee only	<del>\$1,087.98\$</del> <del>868.35</del>	<del>\$1,120.62\$</del> <del>944.77</del>	<del>\$1,165.45\$</del> <del>948.24</del>	<del>\$1,212.07\$</del> <del>986.17</del>
Employee + 1	<del>\$2,141.73\$</del> <del>1709.40</del>	<del>\$2,205.99\$</del> <del>1794.87</del>	<del>\$2,294.23\$</del> <del>1866.66</del>	<del>\$2,386.00\$</del> <del>1941.33</del>
Employee+ Family	<del>\$2,633.75\$</del> <del>2102.10</del>	<del>\$2,712.76\$</del> <del>2207.21</del>	<del>\$2,821.28\$</del> <del>2295.49</del>	<del>\$2,934.13\$</del> <del>2387.31</del>

**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. The District will match an employee's contributions to their deferred compensation account up to the amount indicated in the table below on an annual basis. An employee must make contributions in the same amount as the District's match to be eligible. Matching amounts are the maximum annual amount of the District's contributions.

<u>Calendar Year</u>	<u>Matching Contribution by District</u>
<u>2019</u>	<u>\$125</u>
<u>2020</u>	<u>\$250</u>
<u>2021</u>	<u>\$375</u>
<u>2022</u>	<u>\$500</u>

**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, ~~step-parent~~, spouse, registered domestic partner, child, child of a domestic partner, brother, sister, grandparent, ~~aunt~~, ~~or uncle~~, ~~or parent~~ ~~the-in-laws of the previous listed classifications~~, 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 ~~thirty-six~~~~twenty-four~~ (36~~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~~~~thirty-six~~ (36~~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

- (a) Hiring "In-Kind" – Hiring in the same way or with something similar, follow Attachment A.  
(~~a~~)(b) Hiring for a new or substantially different position, follow the meet & confer process.

### 19.2 Filling Administrative Specialist II Positions

The procedure for filling an Administrative Specialist II position appears below.

1. Transfer requests are not subject to the Recruitment and Selection 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.
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. An Administrative Specialist II 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 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 Workgroup 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 nine 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 probationary period, the Administrative Specialist II may be returned to the previous job (pending 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.
- 4-6. 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.

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## 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, ideally subject matter experts who know the work. If there are no subject matter experts available, the District may provide input on qualification/criteria for the selection of the joint group. The Union retains the right to select the 2 classified joint group members. The joint group may mutually agree to change the composition of the panel. 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.

For the Casual Receptionist position, a permanent ~~Recommendation to establish the joint group in advance.~~ The group would be established for all such recruitments. The permanent joint group would consist of the current or former receptionist, one TS Administrative Specialist (AS), the TS CST Coach and the TS Work Group Manager. The AS would be selected by TS management based on workload.

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**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.

Qualified employees not already on the useable list may take the test one time per recruitment.

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. For the Casual Receptionist position, if a useable list exists, skip Step #2, and go to Step #4.

**Step #3:** If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the joint 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 comprise the QAI panel, unless the joint group agrees to alternates, 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.

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.

For the Casual Receptionist position, if no useable list exists, the permanent joint group identified in Step #1 shall be the joint group to work with Human Resources on the recruitment. At the QAI, the panel will rank the candidates for filling positions.

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**Step #4:** The joint group will select, and may participate in, a team 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 joint group and hiring 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 scored testing components are within a five percent (5%) range of each other.

Note: Scored testing components generally consist of the written examination, performance test, and QAI.

For the Casual Receptionist position, if a useable list exists, candidates will be invited to the Hiring Interviews in order of ranking.

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.

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**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.

For the Casual Receptionist position, the hiring manager will make the selection decision and notify the joint group via email.

~~Step #7: Human Resources will meet with the joint group to debrief the hiring process. 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.~~

~~For the Casual Receptionist, no debrief meeting will be held.~~

## 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)** For employees who retire from the District on or after July 1, 2017, the monthly reimbursement for medical coverage shall be as follows:

<u>Employees with less than ten (10) years of District service</u>	<u>\$ 0 or MEC if eligible</u>
<u>Employees with ten (10) but less than fifteen (15) years of District service</u>	<u>\$400</u>
<u>Employees with fifteen (15) but less than twenty (20) years of District service</u>	<u>\$500</u>
<u>Employees with more than twenty (20) years of District service</u>	<u>\$600</u>

- 23.3(g)** For employees who retire from the District on or after July 1, 2019, the monthly reimbursement for medical coverage shall be as follows:

<u>Employees with less than ten (10) years of District service</u>	<u>\$ 0 or MEC if eligible</u>
<u>Employees with ten (10) but less than fifteen (15) years of District service</u>	<u>\$425</u>
<u>Employees with fifteen (15) but less than twenty (20) years of District service</u>	<u>\$525</u>
<u>Employees with more than twenty (20) years of District service</u>	<u>\$625</u>

**23.3(h)** For employees who retire from the District on or after July 1, 2021, 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	\$450
Employees with fifteen (15) but less than twenty (20) years of District service	\$550
Employees with more than twenty (20) years of District service	\$650

**23.3(i)** 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. The following is a minimum, with the exception of the Maintenance Assistant. Management may allocate additional uniforms based on need.

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	<del>11</del> 5 sets, 2 regular jackets, 1 winter jacket
Maintenance Assistant	<del>3 coveralls</del> Up to 11 depending upon schedule.

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)–(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-cent~~ten cents (\$0.10) 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.

Type of Disciplinary Action	Years to be retained in Personnel File
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. For a Temporary Receptionist, refer to Attachment TBD

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**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, 2016TBD 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.

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Service Employees International Union, Local 1021

Union Sanitary District

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mohammad Ghoury Paul R. Eldredge, P.E.  
Union Negotiator General Manager/District Engineer

By: \_\_\_\_\_ By: \_\_\_\_\_  
Maurice Fortner Gene Boucher  
Steward Human Resources Manager

By: \_\_\_\_\_ By: \_\_\_\_\_  
Allen Tarnowski Armando Lopez  
Steward Treatment & Disposal Services Manager

By: \_\_\_\_\_ By: \_\_\_\_\_  
Sol Cooper James Schofield  
Steward Collection Services Manager

By: \_\_\_\_\_ By: \_\_\_\_\_  
Zeke Kull Christopher Pachmayer  
Member Coach, Electrical & Technology

By: \_\_\_\_\_ By: \_\_\_\_\_  
Ossee Desmangles Glenn Berkheimer  
SEIU, Local 1021 Business Rep IEDA

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>Andrew Morrison</u> Andrew Morrison Collection Services Manager
By: <u>Andrew Baile</u> Andrew Baile Steward	By: <u>Rollie Arbolante</u> Rollie Arbolante Customer Service Coach
By: <u>Allen Tarnowski</u> Allen Tarnowski 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

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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**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

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Attachment A2

2014 Salary Schedule I

Description	Grade	Step-1	Step-2	Step-3	Step-4	Step-5
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**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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 1

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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 & Intergovernmental Relations Coordinator		44.5742	46.8028	49.1430	51.6001	54.1801
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**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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**2016 Salary Schedule-I**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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Attachment A5

2013 Salary Schedule II

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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		43.7982	44.4880	45.2124	45.9731	46.7718
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

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Attachment A6

—2014 Salary Schedule H

Description	Grade	Step-1	Step-2	Step-3	Step-4	Step-5
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		44.2811	44.9951	45.7449	46.5321	47.3588
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

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Attachment A7

2015 Salary Schedule II

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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		44.7810	45.5199	46.2959	47.1107	47.9663
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		26.2569	27.5697	28.9481	30.3948	31.9137
Storekeeper	2	38.7653	40.7036	42.7387	44.8758	47.1194

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Attachment A8

~~2016 Salary Schedule H~~

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

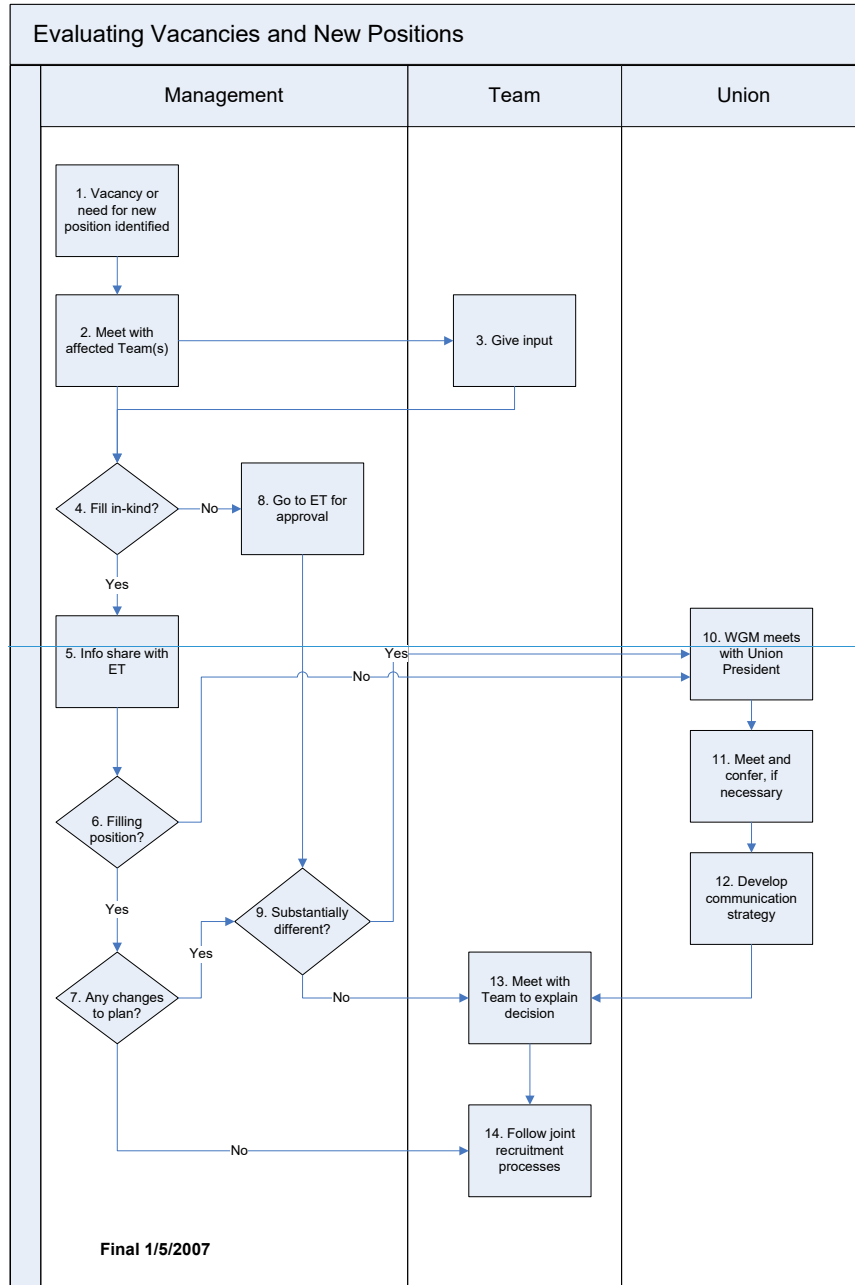
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Attachment B

~~Evaluating Vacancies Flowchart~~

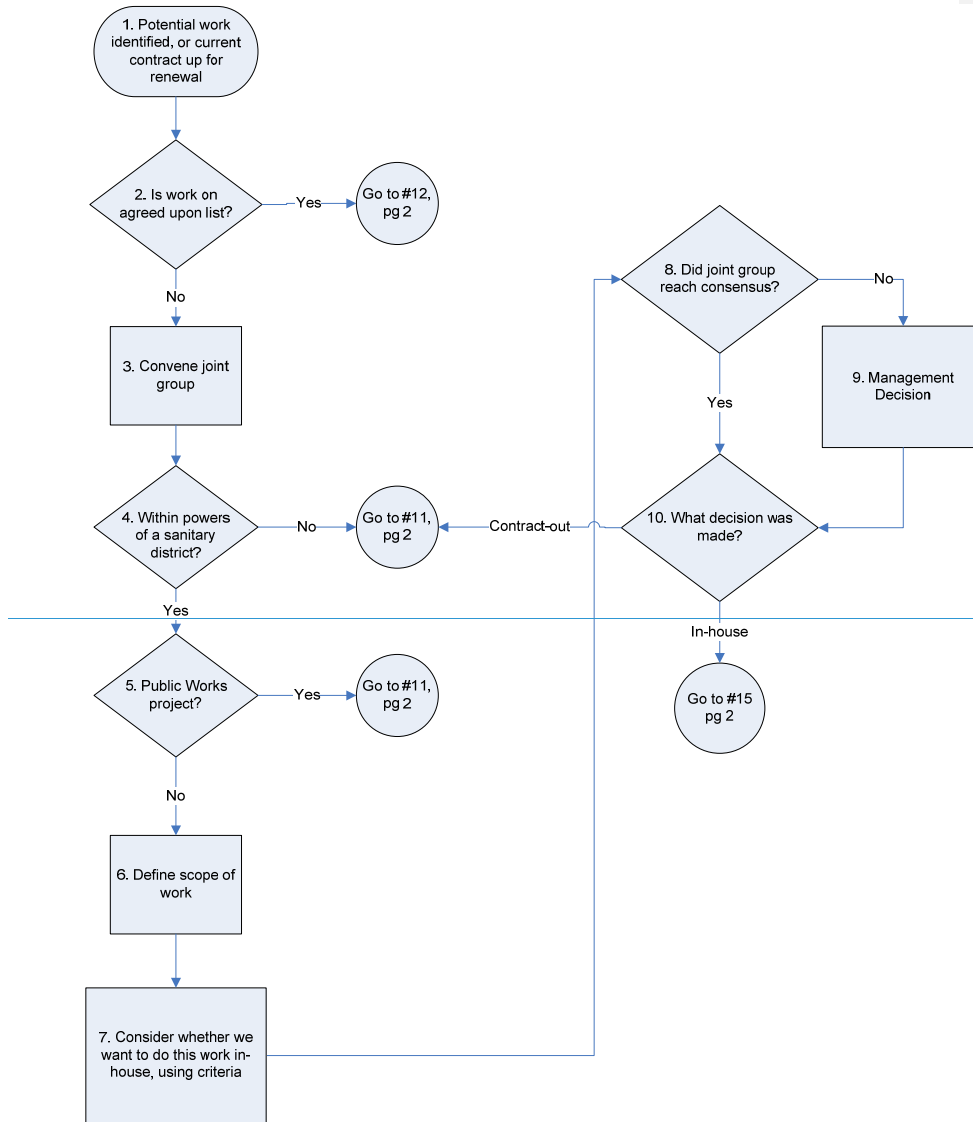


Steps for Evaluating Vacancies

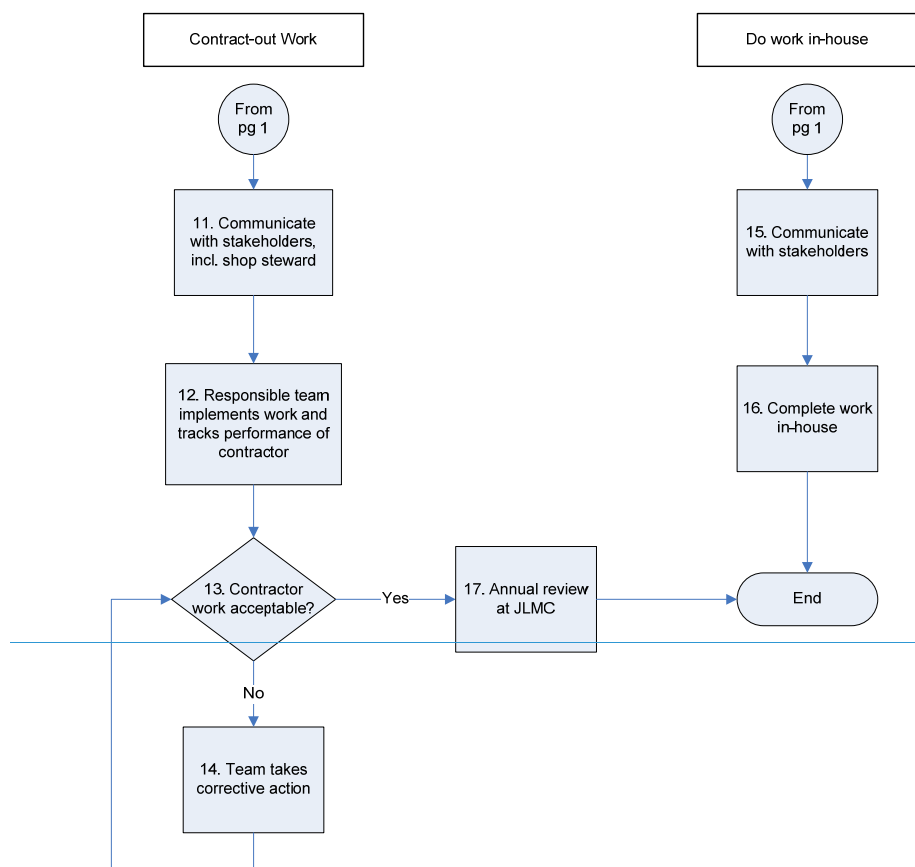
1. A vacancy occurs or management identifies the need for a new position.
2. Management will meet with affected Team(s) to solicit input.
3. Affected Team(s) give input on vacant/new position.
4. Management makes a decision whether to fill the position in kind or not. If the decision is to fill the vacancy 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



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

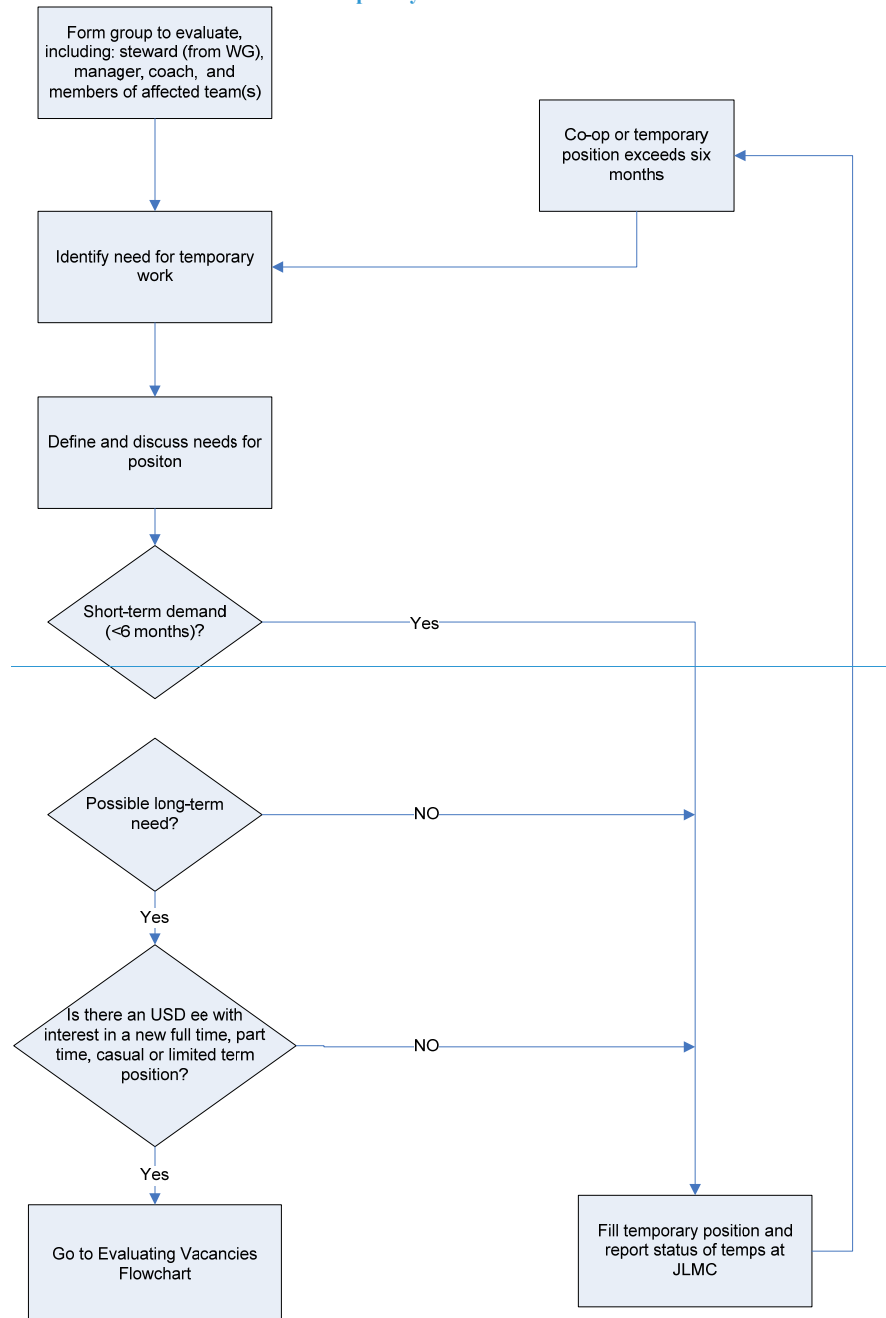
8. If the joint group cannot make a consensus decision on how work should be accomplished, the decision will be made by the Work Group Manager. The Work Group Manager will explain the basis for his decision to the joint group.

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:



Date: 12/16/2013

For The Union:



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:

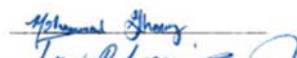
- Management reserves the right to determine the appropriate number of employees to receive NASSCO training and receive reimbursement for obtaining and maintaining the NASSCO certificate.
- Management will ensure that all employees who are in the Acting Lead Collection System Worker pool will have the 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

  
\_\_\_\_\_  
Judi Bergon  
\_\_\_\_\_  
\_\_\_\_\_

Date: 4/16/14

FOR SEIU LOCAL 1021

  
\_\_\_\_\_  
Mohamed Sherry  
\_\_\_\_\_  
\_\_\_\_\_

Date: 4/16/14

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Attachment H

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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

*Andy Morris*

FOR SEIU LOCAL 1021

*Janie Rojo*

Date: *8/11/14*

Date: *8/18/14*

Attachment I

**SIDE LETTER OF AGREEMENT**  
**REGARDING**  
**MEMORANDUM OF UNDERSTANDING EXTENSION**  
**BETWEEN**  
**UNION SANITARY DISTRICT**  
**AND**  
**SEIU LOCAL 1021**

September 10, 2015

Representatives for the Union Sanitary District (District) and representatives for SEIU Local 1021 (Union) have met and mutually agreed to the following modifications of the Memorandum of Understanding between the District and the Union.

**Section 39 Duration**

This MOU shall be in full force through August 31, 2018 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.

**Section 5.2 Salary Increases**

- e) Effective March 1, 2017, there will be a 3.5% cost of living increase in all steps of all classifications.
- f) Effective March 1, 2018, there will be a 3.5% cost of living increase in all steps of all classifications.

**Section 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 1/1/17	Effective 1/1/18
Employee only	\$ 1,025.62	\$ 1,066.65
Employee + 1	\$ 2,018.98	\$ 2,099.74
Employee+ Family	\$ 2,482.80	\$ 2,582.11

**Section 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.

**Section 23.3(f)** For employees who retire from the District on or after July 1, 2017, 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	\$400
Employees with fifteen (15) but less than twenty (20) years of District service	\$500
Employees with more than twenty (20) years of District service	\$600

**Section 23.3(g)** 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.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Approved and Accepted

Date: 9/16/2015

For the SEIU Local 1021

By: Jamie Rojo  
Jamie Rojo  
President

By: Mohammad Ghoury  
Mohammad Ghoury  
Vice President

By: Greg Cross  
Greg Cross  
Field Representative

For the DISTRICT

By: Paul R. Eldredge  
Paul Eldredge  
General Manager/District Engineer

By: Glenn Berkheimer  
Glenn Berkheimer  
IEDA

#### 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	2017/18	2018/19
Independence Day	07/04/13	07/04/14	07/03/15	07/04/16	07/04/17	07/04/18
Labor Day	09/02/13	09/01/14	09/07/15	09/05/16	09/04/17	←
Thanksgiving Day	11/28/13	11/27/14	11/26/15	11/24/16	11/23/17	←
Day After Thanksgiving	11/29/13	11/28/14	11/27/15	11/25/16	11/24/17	←
Christmas Eve	12/24/13	12/24/14	12/24/15	12/23/16	12/25/17	←
Christmas Day	12/25/13	12/25/14	12/25/15	12/26/16	12/26/17	←
New Year's Eve	12/31/13	12/31/14	12/31/15	12/30/16	01/01/18	←
New Year's Day	01/01/14	01/01/15	01/01/16	01/02/17	01/02/18	←
M.L. King's Birthday	01/20/14	01/19/15	01/18/16	01/16/17	01/15/18	←
Presidents' Day	02/17/14	02/16/15	02/15/16	02/20/17	02/19/18	←
Memorial Day	05/26/14	05/25/15	05/30/16	05/29/17	05/28/18	←

#### 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	2017/18	2018/19
Independence Day	07/04/13	07/04/14	07/04/15	07/04/16	07/04/17	07/04/18
Labor Day	09/02/13	09/01/14	09/07/15	09/05/16	09/04/17	←
Thanksgiving Day	11/28/13	11/27/14	11/26/15	11/24/16	11/23/17	←
Day after Thanksgiving	11/29/13	11/28/14	11/27/16	11/25/16	11/24/17	←
Christmas Day	12/25/13	12/25/14	12/25/15	12/25/16	12/25/17	←
New Year's Day	01/01/14	01/01/15	01/01/16	01/01/17	01/01/18	←
Memorial Day	05/26/14	05/25/15	05/30/16	05/29/17	05/28/18	←

#### 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.

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~~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.~~

2016 Salary Schedule 1						
Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5

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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 (Schedule 2 Only)	1	34.5868	35.6449	36.6880	37.9395	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
Collection Services Trainer		40.7934	42.8331	44.9747	47.2234	49.5846
Collection System Worker	XL					45.0770
Communications & Intergovernmental Relations Coordinator		46.1343	48.4409	50.8630	53.4061	56.0764
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 Coordinator		47.1586	49.5165	51.9923	54.5919	57.3215
<b>2016 Salary Schedule 1</b>						
<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>

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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
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 Operator (Schedule 2 only)	3	46.8707	48.2439	49.7153	51.3241	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
<b>2016 Salary Schedule 1</b>						

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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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
Storekeeper (Schedule 2 only)	2	40.1221	42.1282	44.2346	46.4465	48.7686

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2017 Salary Schedule 1

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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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Accountant	1	37.7592	39.6472	41.6296	43.7110	45.8966
Accountant	2	41.5353	43.6121	45.7927	48.0823	50.4864
						← --
Accounting Technician	1	32.9077	34.5531	36.2807	38.0948	39.9995
Accounting Technician	2	36.1982	38.0081	39.9085	41.9039	43.9991
Accounting Technical Specialist		40.7230	42.7592	44.8971	47.1420	49.4991
						← --
Administrative Specialist	1	32.1656	33.7738	35.4625	37.2357	39.0974
Administrative Specialist	2	33.8584	35.5513	37.3289	39.1953	41.1551
						← --
Collection System Worker	1	33.2318	34.8934	36.6380	38.4700	40.3934
Collection System Worker	2	36.5551	38.3829	40.3020	42.3171	44.4330
Lead Collection System Worker		40.2106	42.2212	44.3322	46.5488	48.8763
Collection Services Trainer		42.2212	44.3322	46.5488	48.8763	51.3201
Collection System Worker	XL					46.6547
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Communications & Intergovernmental Relations Coordinator		47.7490	50.1363	52.6432	55.2753	58.0391
						← --
Construction Inspector	1	38.6673	40.6006	42.6307	44.7622	47.0003
Construction Inspector	2	42.5339	44.6606	46.8936	49.2383	51.7902
Construction Inspector	3	44.2353	46.4471	48.7695	51.2079	53.7683
						← --
Customer Service Fee Analyst		36.7559	38.5937	40.5234	42.5496	44.6771
						← --
Engineering Assistant/Plan Checker		47.4243	49.7956	52.2853	54.8996	57.6446
						← --
Engineering Technician	1	37.3091	39.1745	41.1333	43.1899	45.3494
Engineering Technician	2	41.0400	43.0920	45.2466	47.5089	49.8844
Engineering Technician	3	45.1441	47.4013	49.7713	52.2599	54.8729
						← --
Environmental Compliance Inspector	1	36.5286	38.3550	40.2727	42.2864	44.4007
Environmental Compliance Inspector	2	41.0955	43.1503	45.3078	47.5732	49.9518
Environmental Compliance Inspector	3	45.6160	47.8968	50.2916	52.8062	55.4465
Environmental Compliance Inspector	4	48.8091	51.2496	53.8120	56.5026	59.3278
						← --
EC Outreach Representative		45.6160	47.8968	50.2916	52.8062	55.4465
						← --
EC Specialist/Outreach Coordinator		48.8091	51.2496	53.8120	56.5026	59.3278
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2017 Salary Schedule 1

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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
						←
Fleet Mechanic	1	36.8457	38.6880	40.6224	42.6535	44.7862
Fleet Mechanic	2	41.2673	43.3306	45.4972	47.7720	50.1606
						←
Instrument Tech/Electrician		45.3863	47.6556	50.0384	52.5403	55.1673
						←
Janitor		24.6435	25.8756	27.1694	28.5279	29.9543
						←
Laboratory Analyst		42.1482	44.2556	46.4684	48.7919	51.2314
Chemist	1	44.2577	46.4706	48.7941	51.2338	53.7955
Chemist	2	46.4707	48.7942	51.2339	53.7956	56.4854
						←
Laboratory Director		55.0482	57.8006	60.6906	63.7251	66.9114
						←
Maintenance Assistant		15.8337	16.6254	17.4567	18.3295	19.2460
						←
Utility Worker		30.3602	31.8782	33.4721	35.1457	36.9030
Mechanic	1	37.2756	39.1393	41.0963	43.1511	45.3087
Mechanic	2	41.7488	43.8362	46.0280	48.3294	50.7459
Mechanic	XL					53.2933
						←
Office Assistant	1	26.0422	27.3443	28.7115	30.1471	31.6545
Office Assistant	2	29.6879	31.1723	32.7309	34.3675	36.0858
Office Assistant	3	32.6570	34.2898	36.0043	37.8045	39.6947
						←
Operations & Maintenance Tech	1	35.5618	37.3399	39.2069	41.1672	43.2256
Operations & Maintenance Tech	2	39.4739	41.4476	43.5200	45.6959	47.9807
						←
Painter		38.3097	40.2252	42.2365	44.3483	46.5657
						←
Planner/Scheduler	1	42.7965	44.9364	47.1832	49.5424	52.0195
Planner/Scheduler	2	46.0208	48.3219	50.7380	53.2749	55.9386
						←
Plant Operator	1	35.5619	37.3400	39.2070	41.1674	43.2257
Plant Operator	2	39.4739	41.4476	43.5200	45.6959	47.9807
Plant Operator	3	45.1392	47.3961	49.7659	52.2542	54.8670
Plant Operator (Schedule 2 only)	3	48.5112	49.9325	51.4553	53.1205	54.8670
Plant Operations Trainer		50.5560	53.0838	55.7380	58.5249	61.4511
Plant Operator	XL					57.6103
						←
Receptionist		28.1255	29.5318	31.0084	32.5588	34.1867

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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Storekeeper		31.2773	32.8411	34.4832	36.2074	38.0177
Storekeeper	1	39.5489	41.5264	43.6027	45.7828	48.0720
Storekeeper	2	41.5263	43.6026	45.7827	48.0719	50.4755

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2018 Salary Schedule 1

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<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	39.0808	41.0349	43.0866	45.2409	47.5030
Accountant	2	42.9890	45.1385	47.3954	49.7652	52.2534
						← --
Accounting Technician	1	34.0595	35.7624	37.5505	39.4281	41.3995
Accounting Technician	2	37.4651	39.3384	41.3053	43.3706	45.5391
Accounting Technical Specialist		42.1483	44.2557	46.4685	48.7920	51.2316
						← --
Administrative Specialist	1	33.2914	34.9559	36.7037	38.5389	40.4659
Administrative Specialist	2	35.0435	36.7956	38.6354	40.5672	42.5955
						← --
Collection System Worker	1	34.3949	36.1146	37.9204	39.8164	41.8072
Collection System Worker	2	37.8346	39.7263	41.7126	43.7983	45.9882
Lead Collection System Worker		41.6180	43.6989	45.8838	48.1780	50.5869
Collection Services Trainer		43.6989	45.8838	48.1780	50.5869	53.1363
Collection System Worker	XL					48.2976
						← --
Communications & Intergovernmental Relations Coordinator		49.4202	51.8911	54.4857	57.2100	60.0704
						← --
Construction Inspector	1	40.0206	42.0217	44.1227	46.3289	48.6453
Construction Inspector	2	44.0226	46.2237	48.5349	50.9616	53.5097
Construction Inspector	3	45.7836	48.0728	50.4764	53.0002	55.6502
						← --
Customer Service Fee Analyst		38.0424	39.9445	41.9417	44.0388	46.2408
						← --
Engineering Assistant/Plan Checker		49.0842	51.5384	54.1153	56.8211	59.6622
						← --
Engineering Technician	1	38.6149	40.5456	42.5729	44.7016	46.9367
Engineering Technician	2	42.4764	44.6002	46.8302	49.1717	51.6303
Engineering Technician	3	46.7241	49.0603	51.5133	54.0890	56.7934
						← --
Environmental Compliance Inspector	1	37.8071	39.6974	41.6823	43.7664	45.9547
Environmental Compliance Inspector	2	42.5338	44.6605	46.8936	49.2382	51.7001
Environmental Compliance Inspector	3	47.2126	49.5732	52.0519	54.6544	57.3872
Environmental Compliance Inspector	4	50.5174	53.0433	55.6955	58.4802	61.4043
						← --
EC Outreach Representative		47.2126	49.5732	52.0519	54.6544	57.3872
						← --
EC Specialist/Outreach Coordinator		50.5174	53.0433	55.6955	58.4802	61.4043
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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Fleet Mechanic	1	38.1353	40.0421	42.0442	44.1464	46.3537
Fleet Mechanic	2	42.7116	44.8472	47.0896	49.4440	51.9162
Instrument Tech/Electrician		46.9748	49.3235	51.7897	54.3792	57.0982
Janitor		25.5060	26.7813	28.1203	29.5264	31.0027
Laboratory Analyst		43.6234	45.8046	48.0948	50.4996	53.0245
Chemist	1	45.8067	48.0971	50.5019	53.0270	55.6784
Chemist	2	48.0972	50.5020	53.0271	55.6785	58.4024
Laboratory Director		56.9749	59.8236	62.8148	65.9555	69.2533
Maintenance Assistant		16.3879	17.2073	18.0677	18.9710	19.9196
Utility Worker		31.4228	32.9939	34.6436	36.3758	38.1946
Mechanic	1	38.5802	40.5092	42.5347	44.6614	46.8945
Mechanic	2	43.2100	45.3705	47.6390	50.0210	52.5220
Mechanic	XL					55.1482
Office Assistant	1	26.9537	28.3014	29.7164	31.2022	32.7624
Office Assistant	2	30.7270	32.2633	33.8765	35.5703	37.3488
Office Assistant	3	33.7999	35.4899	37.2644	39.1277	41.0940
Operations & Maintenance Tech	1	36.8065	38.6468	40.5791	42.6081	44.7385
Operations & Maintenance Tech	2	40.8555	42.8982	45.0431	47.2953	49.6601
Painter		39.6506	41.6331	43.7148	45.9005	48.1955
Planner/Scheduler	1	44.2944	46.5091	48.8346	51.2763	53.8402
Planner/Scheduler	2	47.6316	50.0131	52.5138	55.1395	57.8965
Plant Operator	1	36.8066	38.6469	40.5793	42.6082	44.7386
Plant Operator	2	40.8555	42.8982	45.0431	47.2953	49.6601
Plant Operator	3	46.7190	49.0550	51.5077	54.0831	56.7973
Plant Operations Trainer		52.3255	54.9417	57.6888	60.5733	63.6019
Plant Operator	XL					59.6266
Receptionist		29.1099	30.5654	32.0937	33.6983	35.3833
2018 Salary Schedule 1						

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<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		32.3720	33.9906	35.6901	37.4746	39.3483
Storekeeper	1	40.9331	42.9798	45.1288	47.3852	49.7545
						←
Storekeeper	2	42.9797	45.1287	47.3851	49.7544	52.2421

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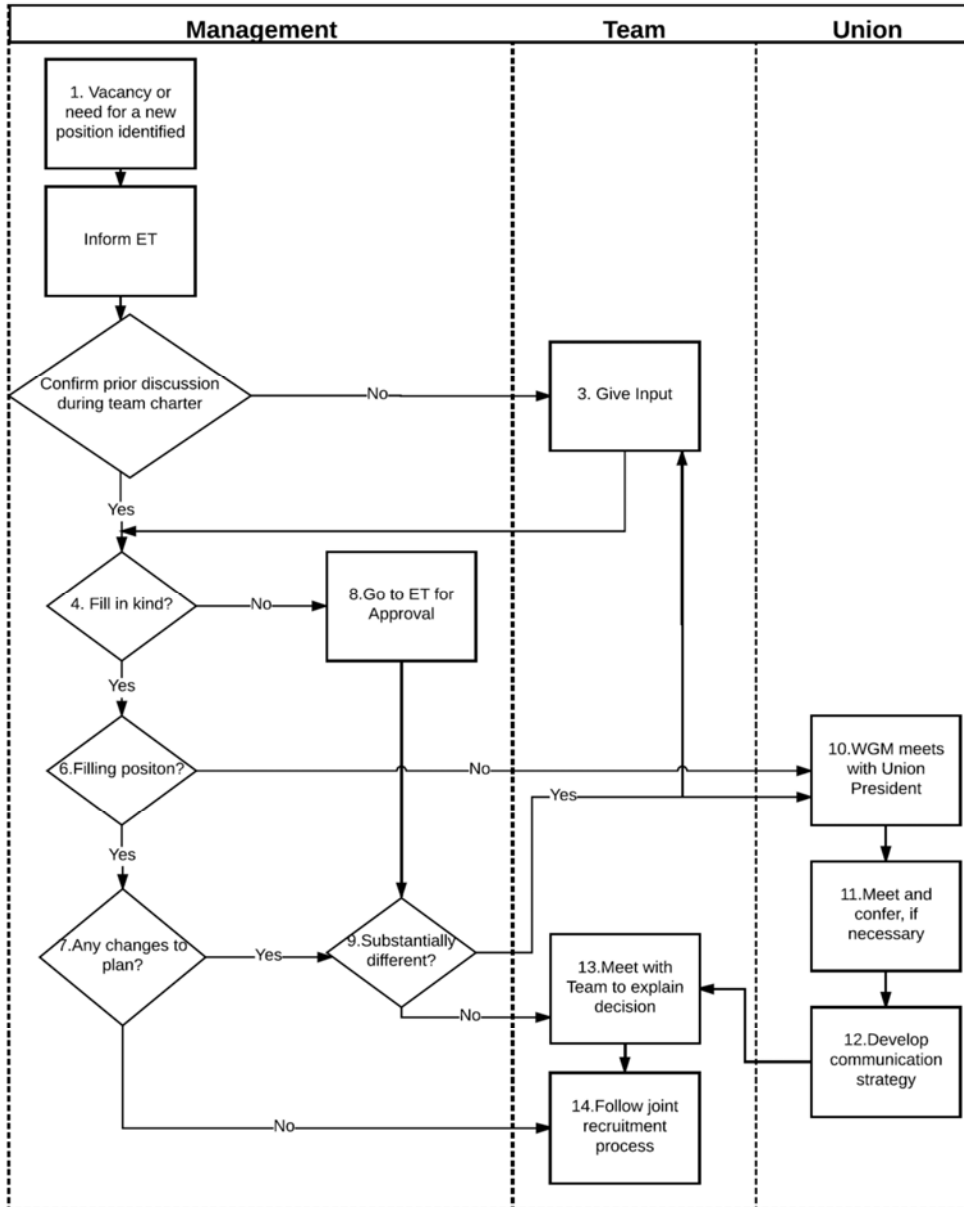
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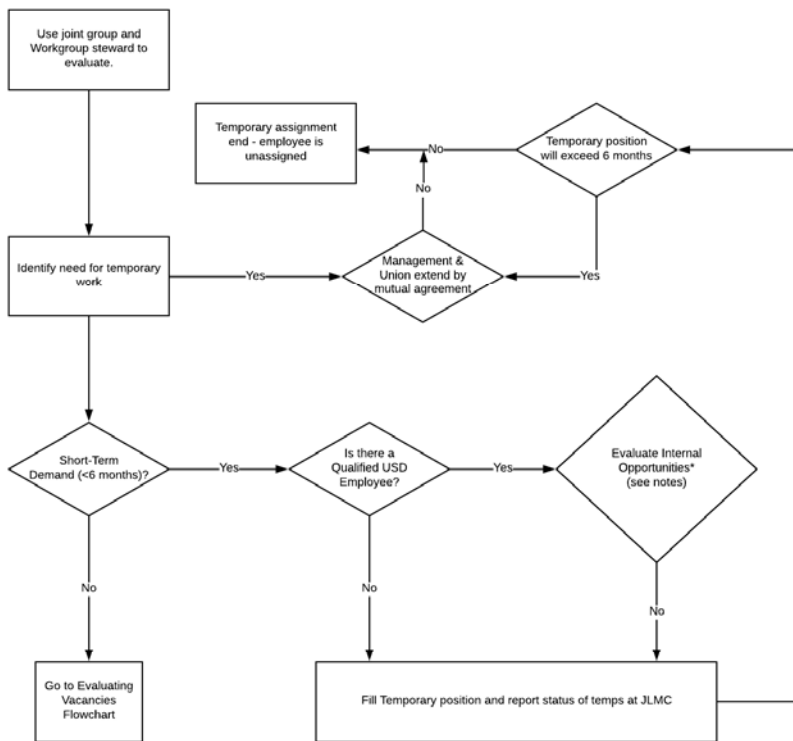
**ATTACHMENT A – EVALUTING VACANCIES FLOWCHART**

**Evaluating Vacancies Flowchart**



ATTACHMENT B – TEMPORARY, RECEPTIONIST WORK FLOWCHART

## Temporary, Receptionist Work Flowchart



**NOTES:**

- \* Impact on employee's team and work load.
- \* Need for temporary to cover employee's duties
- \* Consider the learning and growth opportunity for employee.
- \* Is overtime appropriate or feasible?
  - \* Are there more than one qualified employees?
  - \* Economic impact of overtime vs temporary?
- \* Overall impact & feasibility of internal assignment.
- \* The process of evaluating the employee's qualification may include a qualification test administered by HR.

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# Memorandum of Understanding



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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 Union Rights**

The District agrees to withhold Union dues from all union members at an amount to be determined by SEIU 1021 and communicated to the District annually, and SEIU 1021 agrees to provide the District, on a quarterly basis (in January, April, June, and September of each year), a certified list of members and a statement that SEIU 1021 has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that SEIU 1021 shall indemnify the District from any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The parties agree that SEIU 1021 will furnish a copy of signed authorization forms of new employees during the onboarding process to payroll so that payroll can maintain a proper audit trail.

The parties agree that District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

SEIU 1021 shall indemnify and hold harmless the District, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action resulting from this provision.

### **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 nine (9) months with three (3) informal check-ins, two (2) prior to six (6) months, and one (1) prior to the end of the eighth (8<sup>th</sup>) month. Additionally, subject to the conditions contained herein, the probationary period may be extended up twelve (12) months by mutual agreement of the District and the Union. New employees will be provided a performance expectation plan and will have a formal evaluation at six (6) and nine (9) months. If the employee is not provided a performance expectation plan and an evaluation does not occur, the probationary period will not be extended. The Union will be provided notice of any probationary period extension.

Each workgroup will assess the probationary period of their new employee at five (5) months. A joint group of two (2) classified, with direct knowledge of position and person and two (2) unclassified members from the workgroup will determine if a six (6) month probationary period is sufficient, or if the full nine (9) months is required. If the group cannot reach consensus then the Workgroup Manager will make the final decision.

The nine (9) month probationary period will be evaluated after three (3) years to determine effectiveness and may be continued or modified as recommended by a Joint Labor-Management Task Force and approved by side letter agreement.

Probationary employees may use any Sick or Holiday or Employee Choice (HEC) hours granted and vacation leave as accrued.

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**

- 5.2(a) Salary increases for the term of this MOU will be based upon the Consumer Price Index for All Urban Consumers (CPI-U) on the December to December average. The range for the cost of living adjustments (COLA's) will be 3.25% (Minimum) to 4.5% (Maximum).
- 5.2(b) Salary adjustments will take place each year during the pay period that includes March 1.

## **5.3 Equity Adjustments**

- 5.3(a) The following classification will receive a salary equity adjustment to reach the Classified USD Compensation Goal for this contract. The USD Compensation Goal for this contract is defined as the value of half way between the top salary and the average salary as determined by the Salary Survey of Journey-level classifications.

Positions identified as needing an equity adjustment will receive their adjustment upon ratification of the contract.

<b>Classification</b>	<b>Total Adjustment</b>
Collection System Worker 1	4.37%
Collection System Worker 2	4.37%
Lead Collection System Worker	4.37%
Collection Services Trainer	4.37%
Mechanic 1	1.52%
Mechanic 2	1.52%
Planner Scheduler 1	1.52%
Planner Scheduler 2	1.52%
Plant Operator 2	1.56%
Plant Operator 3	3.68%
PO Trainer	3.68%

Janitor, Painter, and Utility Worker shall be attached to the Mechanic 2 salary by the percent difference as of March 2018 Salary Schedule.

## **5.4 Cogen Mechanic**

The District and the Union agree to establish a taskforce and continue to meet and confer over compensation for Cogen Mechanics with the following provisions:

1. The Taskforce will consist of the following:
  - a. Two (2) FMC mechanics that are trained and/or have worked on the current Cogen engines and the Union President.
  - b. Two (2) management personnel and the HR Manager.
2. The group will review and consider the following:
  - a. The amount of time spent working on the Cogen engines per year.
  - b. Salary survey of comparable positions using the agencies from the 2017 salary survey.
  - c. Frequency of overtime to work on and/or support the Cogen engines.
  - d. Staffing levels.

- e. Qualifications.
  - f. Knowledge, skills, and Abilities (KSA's).
  - g. Working conditions.
  - h. Frequency of hours spent outside normal working hours.
- 3. The intent is that a mutually agreeable solution will be based upon the above topics, but not be limited to the above, if appropriate.
  - 4. The taskforce will develop options and come to a mutually agreeable solution.
  - 5. In the interim, FMC Mechanics will be paid \$4.00 per hour while performing the work on the Cogen engines. This \$4.00 per hour while performing work shall remain in place until a side letter is approved by Union Membership and the Board of Directors.

## **5.5 Innovation and Goals Program**

**5.5(a)** The District will allocate \$35,000 per fiscal year to fund the Innovation and Goals program.

**5.5(b)** A joint labor-management task force will be formed to create rules for the Innovation and Goals Program. 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 Innovation and Goals Program.

**5.5(c)** The program will be evaluated to determine cost effectiveness and may be modified as recommended by a Joint Labor-Management Task Force and approved by the JLMC.

## **5.6 Plant Operator Salary Progression**

**5.6(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.

**5.6(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.

**5.6(c)** Plant Operator Trainees are exempted from section 5.1(b).

## **5.7 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.

## **5.8 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.

### 5.9 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:

**5.9(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. Qualified back up CS Lead Workers and Planner/Scheduler employees shall be paid ten percent (10%) above the employee's normal hourly rate when performing the work, but in no case greater than Step 5 of the higher-paid position or vacancy currently being filled.

**5.9(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.

**5.9(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)	
NASSCO ***	\$225	\$225 (every 3 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.

\*\*\*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

#### **5.10 Team Coordinator Pay**

**5.10(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.

**5.10(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.

**5.10(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.

#### **5.11 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.

#### **5.12 Early Step Increase**

**5.12(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.

#### **5.13 Shift Differential**

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

**5.13(a)** Employees working a swing shift will be paid a shift differential of 5% of employee's hourly salary.

**5.13(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%.

**5.13(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.

**5.13(d)** Employees regularly assigned to a shift shall be paid shift differential while on vacation or jury duty.

**5.13(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.

**5.14 Paycheck Distribution**

**5.14(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.

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

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

**5.14(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.

**6.5(a) Work Hour Restrictions**

1. An employee may work greater than 16 hours when approved by District management. Employee must notify District management as soon as possible but no later than 2 hours before reaching the 16-hour mark.
2. Commercial drivers assigned driving duties shall not be scheduled to operate a commercial vehicle more than 12 hours and may not operate a commercial vehicle more than 16 hours.
3. An employee must be given a minimum 9-hour rest period between shifts. This provision excludes TPO Operators which require an 8-hour minimum rest period.

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

1. 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.
2. 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.

3. 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.
4. 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.
5. 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, or AWIP leave to complete a full shift.
6. 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 the unscheduled work within 7 hours of his/her scheduled shift, the employee will be provided with a 9-hour rest period before their next work assignment. 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 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 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 from the end of your scheduled shift and the 16-hour mark. Any work in excess of 16 hours is paid at a rate of two (2) 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 eliminated to ensure compliance with labor law. All employees will receive an additional 10 hours to their Holiday of Employee's Choice (HEC) bank due to the elimination of Flex Time. Upon contract adoption, the employee's Flex leave will be converted to vacation leave. If vacation balance is at the maximum limit, the Flex hours will be cashed out.

#### **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) Eligible ITEs that are on call for two weeks or more within two pay periods will receive one (1) hour of vacation credit per day of on-call for the second week. Eligible ITEs may split an on-call week.
- 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 are given the option to be assigned to carry a pager, or provide two (2) numbers they can be immediately reached at 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, or have provided two (2) phone numbers they can be reached immediately at 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	2018/19	2019/20	2020/21	2021/22
Independence Day		07/04/19	07/03/20	07/05/21
Labor Day		09/02/19	09/07/20	09/06/21
Thanksgiving Day		11/28/19	11/26/20	11/25/21
Day After Thanksgiving		11/29/19	11/27/20	11/26/21

Holiday	2018/19	2019/20	2020/21	2021/22
Christmas Eve		12/24/19	12/24/20	12/23/21
Christmas Day		12/25/19	12/25/20	12/24/21
New Year's Eve		12/31/19	12/31/20	12/30/21
New Year's Day		01/01/20	01/01/21	12/31/21
M.L. King's Birthday		01/20/20	01/18/21	01/17/22
Presidents' Day		02/17/20	02/15/21	02/21/22
Memorial Day	05/27/19	05/25/20	05/31/21	05/30/22

### 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 26 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing the previous allotment from 16 hours to 26 hours per fiscal year.

## 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	2018/19	2019/20	2020/21	2021/22
Independence Day		07/04/19	07/03/20	07/05/21
Labor Day		09/02/19	09/07/20	09/06/21
Thanksgiving Day		11/28/19	11/26/20	11/25/21
Day after Thanksgiving		11/29/19	11/27/20	11/26/21
Christmas Day		12/25/19	12/25/20	12/24/21
New Year's Day		01/01/20	01/01/21	12/31/21
Memorial Day	05/27/19	05/25/20	05/31/21	05/30/22

### 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 58 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing previous allotment from 48 hours to 58 hours per fiscal year.

## **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 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.

### **9.3 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 rate plus fifteen (15) days.

### **9.4 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.

### **9.5 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 thirty-six (36) 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. A physician must complete the FMLA/CFRA paperwork and excuse the employee from work.

- 10.3(b)** 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. Catastrophic Leave Bank usage outside of an approved FMLA case will be subject to attendance policy (#5110)

- 10.3(c)** If an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank, they may access those hours immediately once the event is deemed FMLA/CFRA qualifying. Section 10.2(a) does not pertain to these individuals.

**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 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..

- 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 use two (2) hours from their Catastrophic Leave Bank with every one (1) hour from their earned leaves or leave without pay at the discretion of the employee. (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 At Work Hours Incentive Program**

**10.8(a)** All classified 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 their sick leave hours used each fiscal year. Time off must be used within 12 months or will be forfeited.

SL Hours Used	Option 1: Time Off and Cash Payment	Option 2: Cash Payment Only
0-12	8 hours + \$500	\$1,000
13-24	6 hours + \$375	\$750
25-32	4 hours + \$250	\$500

**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 \$50,000 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 TBD	Effective 01/01/20	Effective 01/01/21	Effective 01/01/22
Employee only	\$1,087.98	\$1,120.62	\$1,165.45	\$1,212.07
Employee + 1	\$2,141.73	\$2,205.99	\$2,294.23	\$2,386.00
Employee+ Family	\$2,633.75	\$2,712.76	\$2,821.28	\$2,934.13

**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. The District will match an employee's contributions to their deferred compensation account up to the amount indicated in the table below on an annual basis. An employee must make contributions in the same amount as the District's match to be eligible. Matching amounts are the maximum annual amount of the District's contributions.

Calendar Year	Matching Contribution by District
2019	\$125
2020	\$250
2021	\$375
2022	\$500

**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, step-parent, spouse, registered domestic partner, child, child of a domestic partner, brother, sister, grandparent, aunt, uncle, or the-in-laws of the previous listed classifications, 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 thirty-six (36) 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 thirty-six (36) hours, will be charged against the employee's Catastrophic Leave Bank, accrued vacation, 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
- (a) Hiring "In-Kind" – Hiring in the same way or with something similar, follow Attachment A.
  - (b) Hiring for a new or substantially different position, follow the meet & confer process.

### **19.2 Filling Administrative Specialist II Positions**

The procedure for filling an Administrative Specialist II position appears below.

1. Transfer requests are not subject to the Recruitment and Selection 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.
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. An Administrative Specialist II 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 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 Workgroup 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 nine 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 probationary period, the Administrative Specialist II may be returned to the previous job (pending 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.
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.

## **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, ideally subject

matter experts who know the work. If there are no subject matter experts available, the District may provide input on qualification/criteria for the selection of the joint group. The Union retains the right to select the 2 classified joint group members. The joint group may mutually agree to change the composition of the panel.

For the Casual Receptionist position, a permanent joint group would be established for all such recruitments. The permanent joint group would consist of the current or former receptionist, one TS Administrative Specialist (AS), the TS CST Coach and the TS Work Group Manager. The AS would be selected by TS management based on workload.

**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.

Qualified employees not already on the useable list may take the test one time per recruitment.

For the Casual Receptionist position, if a useable list exists, skip Step #2, and go to Step #4.

**Step #3:** If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the joint 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 comprise the QAI panel, unless the joint group agrees to alternates, 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.

For the Casual Receptionist position, if no useable list exists, the permanent joint group identified in Step #1 shall be the joint group to work with Human Resources on the recruitment. At the QAI, the panel will rank the candidates for filling positions.

**Step #4:** The joint group will select, and may participate in, a team 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 joint group and hiring 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 scored testing components are within a five percent (5%) range of each other.

Note: Scored testing components generally consist of the written examination, performance test, and QAI.

For the Casual Receptionist position, if a useable list exists, candidates will be invited to the Hiring Interviews in order of ranking.

**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.

For the Casual Receptionist position, the hiring manager will make the selection decision and notify the joint group via email.

**Step #7:** Human Resources will meet with the joint group to debrief the hiring process.  
For the Casual Receptionist, no debrief meeting will be held.

## **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)** For employees who retire from the District on or after July 1, 2017, 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	\$400
Employees with fifteen (15) but less than twenty (20) years of District service	\$500
Employees with more than twenty (20) years of District service	\$600

- 23.3(g)** For employees who retire from the District on or after July 1, 2019, 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	\$425
Employees with fifteen (15) but less than twenty (20) years of District service	\$525
Employees with more than twenty (20) years of District service	\$625

- 23.3(h)** For employees who retire from the District on or after July 1, 2021, 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	\$450
Employees with fifteen (15) but less than twenty (20) years of District service	\$550

Employees with more than twenty (20) years of District service \$650

- 23.3(i)** 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. The following is a minimum, with the exception of the Maintenance Assistant. Management may allocate additional uniforms based on need.

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	11 sets, 2 regular jackets, 1 winter jacket
Maintenance Assistant	Up to 11 depending upon schedule.

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 ten cents (\$0.10) 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.

Type of Disciplinary Action	Years to be retained in Personnel File
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. For a Temporary Receptionist, refer to Attachment (TBD)

**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 **TBD** 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.



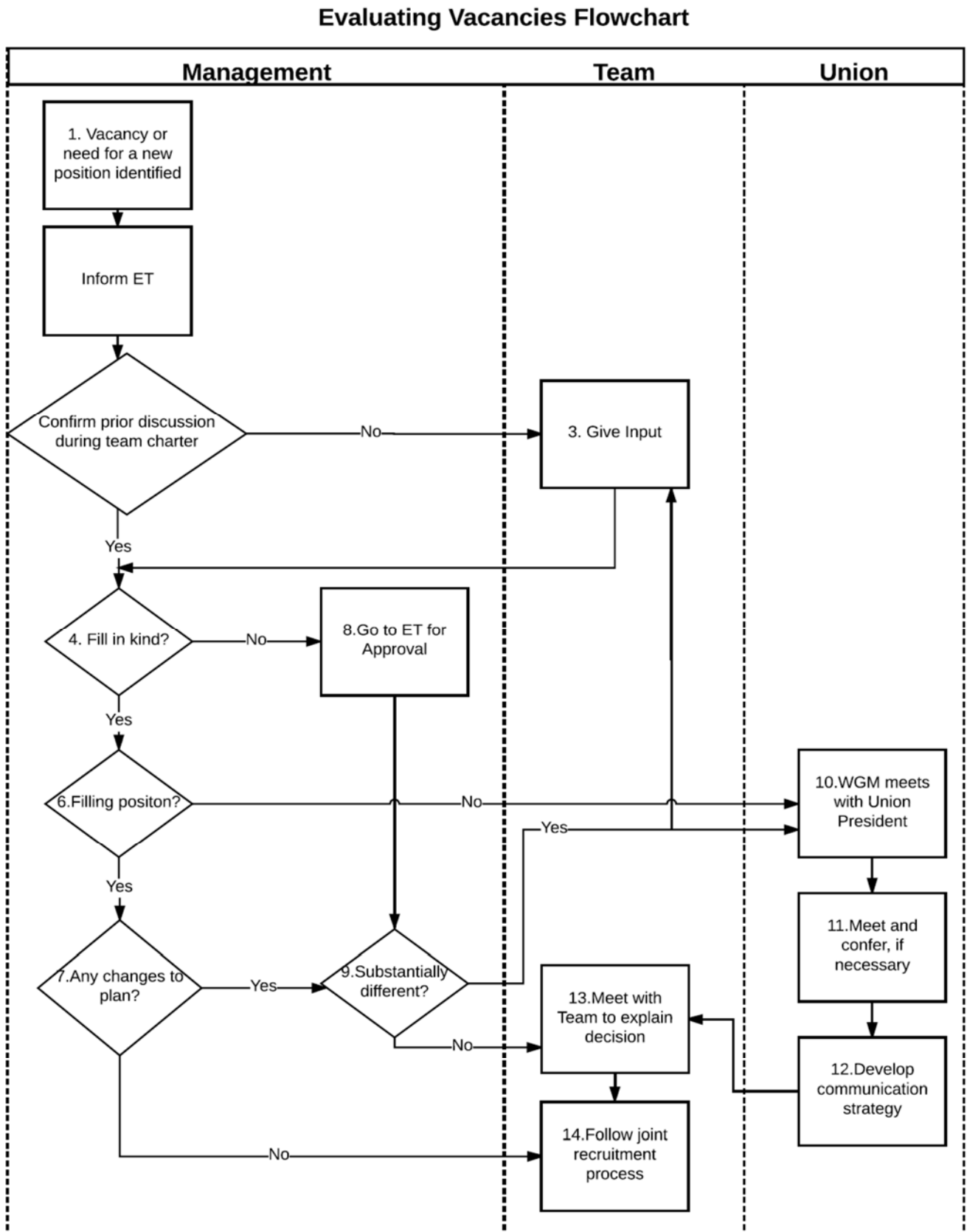
## SIGNATURES

Service Employees International Union, Local 1021

Union Sanitary District

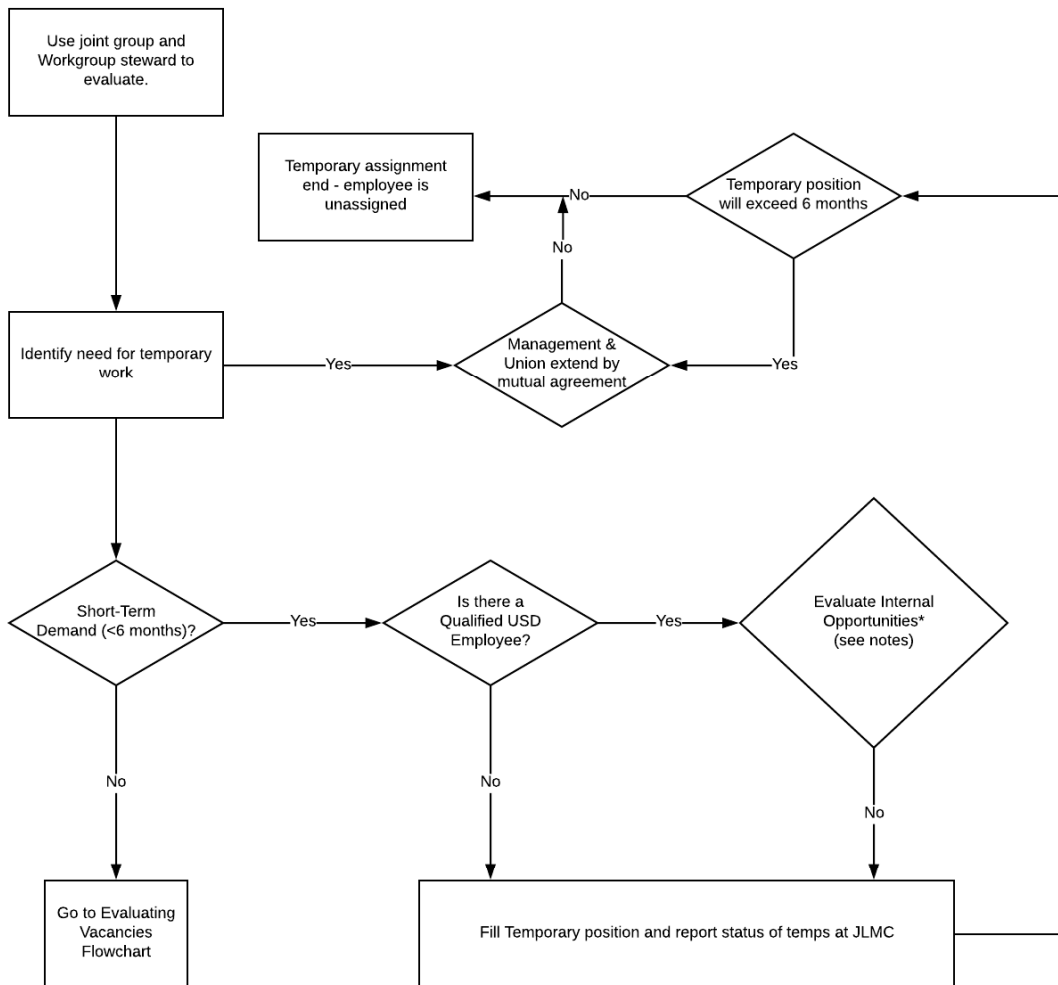
By: _____ Mohammad Ghoury Union Negotiator	By: _____ Paul R. Eldredge, P.E. General Manager/District Engineer
By: _____ Maurice Fortner Steward	By: _____ Gene Boucher Human Resources Manager
By: _____ Allen Tarnowski Steward	By: _____ Armando Lopez Treatment & Disposal Services Manager
By: _____ Sol Cooper Steward	By: _____ James Schofield Collection Services Manager
By: _____ Zeke Kull Member	By: _____ Christopher Pachmayer Coach, Electrical & Technology
By: _____ Ossee Desmangles SEIU, Local 1021 Business Rep	By: _____ Glenn Berkheimer IEDA

ATTACHMENT A – EVALUTING VACANCIES FLOWCHART



**ATTACHMENT B – TEMPORARY, RECEPTIONIST WORK FLOWCHART**

## Temporary, Receptionist Work Flowchart



**NOTES:**

- \* Impact on employee's team and work load.
- \* Need for temporary to cover employee's duties
- \* Consider the learning and growth opportunity for employee.
- \* Is overtime appropriate or feasible?
  - \* Are there more than one qualified employees?
  - \* Economic impact of overtime vs temporary?
- \* Overall impact & feasibility of internal assignment.
- \* The process of evaluating the employee's qualification may include a qualification test administered by HR.

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 19, 2019

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

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

**SUBJECT:** Agenda Item No. 9 - Meeting of February 25, 2019  
**Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Primary Digester No. 2 Rehabilitation Project.**

**Recommendation**

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$212,749 for the Primary Digester No. 2 Rehabilitation Project (Project). Funds for the project have been budgeted in the Renewal and Replacement Fund.

**Background**

The District has six primary and two secondary digesters at the Alvarado Wastewater Treatment Plant that require periodic cleaning to remove accumulated debris and to maintain treatment capacity. Primary Digester No. 2 is scheduled to be cleaned in Spring 2019 and a condition assessment will be performed after the cleaning is completed. Primary Digester No. 2 was originally constructed in 1978 and was last taken out of service for cleaning and assessment in 2009. The District plans to rehabilitate Primary Digester No. 2 before placing the digester back into service.

## **Project Scope**

Staff identified the following rehabilitation and modifications to Primary Digester No. 2 and other locations in the Project's final design:

- Repair of the foam insulation on the digester dome.
- Modifications to the digester gas piping on top of the digester.
- Replacement of the existing digester gas flow meter.
- Replacement of water piping and sludge overflow piping at the digester.
- Replacement of existing rectangular viewports with new circular viewports on the digester dome.
- Improvements to the lighting on the digester dome.
- Replacement of various valves within Heating and Mixing Building No. 1
- Installation of new knife gate valves for isolation of the digester.
- Replacement of heat exchanger and sludge recirculation pump for the digester.
- Repairs to the concrete roof beams at the Primary Clarifiers No. 1-4 Building.
- Repair of concrete on the tank wall and overflow box of Secondary Digester No. 2.
- Upon completion of the condition assessment of Primary Digester No. 2, to be performed by another consultant under a separate contract, the following scope will be determined and further defined:
  - Repair of miscellaneous concrete.
  - Recoating of the interior and exterior appurtenances of Primary Digester No. 2 (i.e. steel dome cover, center column, mixing nozzles, piping, covers, center water seal, etc.).
  - Repair of the digester dome and the raising of the dome.
  - Repair or replacement of the sludge mixing pipelines under the slab of Primary Digester No. 2.
  - Repair or replacement of the sludge transfer tank and sludge transfer piping.

## **Request for Proposals**

Staff invited AECOM, Brown and Caldwell, Carollo Engineers, Hazen and Sawyer, Woodard and Curran, and West Yost and Associates to submit a proposal for design services. However, only AECOM and Carollo Engineers responded with proposals as the other firms did not have the available staff for the Project. Staff selected Carollo due to their staff's experience in designing digester rehabilitation projects. Carollo had completed the design of the District's Primary Digester No. 3 Rehabilitation Project that is currently in construction.

## **Design Services**

Carollo's scope of services and fee for Task Order No. 1 is summarized below:

<b>Task No.</b>	<b>Task Description</b>	<b>Fee</b>
1	Project Management and Kickoff Meeting	\$4,653
2	Final Design – Preparation of Contract Documents, Optional Design Services, and Design Submittal Meetings	\$200,654
3	Bid Period Services – Attend Prebid Conference and Preparation of Addenda	\$7,442
<b>Total Task Order Not to Exceed Fee</b>		<b>\$212,749</b>

The total not to exceed fee of \$212,749 is approximately 8.9 percent of the preliminary construction cost estimate of \$2.4 million. The preliminary construction cost estimate includes raising the digester dome, making repairs to the dome, replacing the sludge mixing pipelines, and making other structural repairs, all of which will be dependent on the condition assessment and inspection findings. For a project of this scope and size, staff estimated the design services to be between 9 and 12 percent of the construction cost estimate. As a comparison, Carollo's design cost for the Primary Digester No. 3 Rehabilitation Project totaled \$210,185, which is approximately 8.8 percent of the to-date construction cost of \$2.4 million. Staff believes the fee for Task Order No. 1 is reasonable given the Project's scope has similar elements of the previous digester rehabilitation project.

Carollo will complete the design of the Project by summer 2019. Staff anticipates construction to begin in fall 2019.

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$212,749 for the Primary Digester No. 2 Rehabilitation Project.

PRE/SEG/RC/DC;dl

Attachments: Figure 1 – Site Plan  
Agreement  
Task Order No. 1

FIGURE 1 – PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT





**PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT**  
**AGREEMENT**  
**BETWEEN**  
**UNION SANITARY DISTRICT**  
**AND**  
**CAROLLO ENGINEERS, INC.**  
**FOR**  
**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF FEBRUARY \_\_\_\_, 2019, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and CAROLLO ENGINEERS, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to design and construct the Primary Digester No. 2 Rehabilitation Project (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred as Services); and

WHEREAS, Engineer is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

- 1.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Order as mutually agreed by District and Engineer.
- 1.2 All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.

**ARTICLE 2 - COMPENSATION**

- 2.1 Compensation for consulting services performed under this Agreement shall include:



- (1) Direct labor costs, multiplied by an agreed upon fixed factor (the Multiplier), to compensate for fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charge not included in the fixed factor and acceptable, without any markup.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

Alternatively, the District and the Engineer may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Engineer. These hourly rates and fees shall be based on the Engineer's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.
- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.

- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

### ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Engineer's services will be performed and the specified services rendered and deliverables submitted within the time period or by the date stipulated in each Task Order.
- 3.2 Engineer's services under this Agreement will be considered complete when the services are rendered and/or final deliverable is submitted and accepted by District.
- 3.3 If any time period within or date by which any of the Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Engineer.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.
- 4.2 Furnish to Engineer all existing studies, reports and other available data pertinent to the Engineer's services, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by District or others in performing Engineer's services under this Agreement.
- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

#### ARTICLE 5 - STANDARD OF CARE

- 5.1 Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Engineer under similar circumstance and Engineer shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

#### ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Engineer until prior written approval is obtained from the District.

#### ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order. Substitution

of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

## ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

## ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

#### ARTICLE 11 - INSURANCE

Engineer shall provide and maintain at all times during the performance of the Agreement the following insurances:

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the

Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;
3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.

11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.

11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Engineer, its employees, agents and subconsultants.

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional



liability insurance available at the time of any settlement or judgment, which ever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Engineer shall work closely with District in performing Services under this Agreement.

#### ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Engineer's performance of the Services to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

#### ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Engineer, and Engineer shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Engineer for all

services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

#### ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

#### ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or

provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 14), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

#### ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

## ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

- a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b) Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c) Have personal firewall software installed and enabled on their computer.
- d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

The District reserves the right to audit the security measures in effect on Engineer's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Engineer's systems not meeting the above requirements.

## ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Engineer, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to

- 1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
- 2. Out of State residents: Federal criminal search of the National Criminal Database,

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine

whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

#### ARTICLE 23 - EXCEPTIONS

No exceptions.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

By: \_\_\_\_\_  
Paul R. Eldredge, P.E.  
General Manager/District Engineer

By: \_\_\_\_\_  
Scott E. Parker  
Senior Vice President

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

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

By: \_\_\_\_\_  
Michael E. Dadik, P.E., S.E.  
Associate Vice President

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

# **PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT**

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

Dated February \_\_\_\_, 2019

## **1. PURPOSE**

The purpose of Task Order No. 1 is for Carollo Engineers, Inc. (Engineer) to provide design services for the Primary Digester No. 2 Rehabilitation Project (Project).

## **2. PROJECT UNDERSTANDING**

The Union Sanitary District's (District) Alvarado Wastewater Treatment Plant (WWTP) has six primary and two secondary digesters that require periodic cleaning to remove accumulated debris and to maintain treatment capacity. Primary Digester No. 2 cleaning is scheduled for late spring of 2019. A condition assessment will be performed by others after the cleaning is completed. The District plans to rehabilitate the digester before it is placed back in service. The purpose of this Project is to provide design services to support rehabilitation of the digester.

Anticipated major rehabilitation and modifications under the final design are as follows:

- Repair foam insulation on the cover of Primary Digester No. 2.
- Replace handrail and perform concrete repair at the overflow box.
- Add grating platform at the overflow box.
- Add new circular viewports and remove existing rectangular ones.

- Modify the digester gas piping on top of Primary Digester No. 2 to permit the continuous operation of the digester gas system while servicing digester gas handling equipment.
- Add new wet gas thermal mass flow meter to the digester gas piping system.
- Replace overflow box piping.
- Replace heat exchanger for Primary Digester No. 2.
- Replace recirculation pump for Primary Digester No. 2.
- Replace various plug valves, up to 18-inch diameter, on the digester sludge lines.
- Evaluate and recommend ways to isolate Primary Digester No. 1 from Primary Digester No. 2 if the two crossover valves between the digesters do not seal. It is unknown if the valves are able to seal.
- Add knife gate valves for isolation of digested sludge lines to the digester.
- Replace/modify 3W/4W piping.
- Improve the lighting at Primary Digester No. 2.
- As needed based on the condition assessment to be performed by others:
  - Recoat the interior and exterior appurtenances of Primary Digester No. 2 (i.e. steel dome cover, center column, mixing nozzles, piping, covers, center water seal, etc.).
  - Raise the dome of Primary Digester No. 2 to perform any identified repairs to the digester dome or other areas that require raising the dome to access.
  - Repair of concrete at Primary Digester No. 2.
  - Repair or replacement of the sludge transfer tank and sludge transfer piping.
  - Replacement of the digester sludge mixing lines under Primary Digester No. 2.
- At Primary Clarifiers No. 1-4, repairs to the roof beam bearing seats were identified in Carollo's memo, "Roof Beam Bearing Seat Deterioration – Primary Clarifiers 1-4," dated June 6, 2018. Review the memo and prepare the final design for the repair.
- At Secondary Digester No. 2, concrete repairs to the exterior wall and at the overflow box were identified in Carollo's memo, "Secondary Digester No. 2 Condition Assessment," dated May 24, 2018. Review the memo and prepare the final design for the concrete repairs.
- As an optional task, create a LiDAR 3D model of Heating and Mixing Building No. 1.
- Provide recommendations for location, capacity, and installation details for new lifting eyes in Heating Mixing Building No. 1 prior to the 50% design submittal submission to facilitate District work associated with the condition assessment of the digester mixing lines.

### 3. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Derek Chiu.

#### 4. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost data presented in Exhibit A.

##### **Task 1 – Project Management and Meetings**

###### Task 1.1 – Project Management

Engineer shall monitor and track overall project scope, budget, and schedule. Engineer shall prepare and submit a monthly progress report to the District which will include an invoice, show percentage of work completed, and the percentage of contract billed, and summarize the work completed to during the month.

###### Task 1.2 – Kickoff Meeting

Engineer shall conduct a one-hour Kickoff Meeting with key project participants. Engineer's staff in attendance will be limited to Principal-in-Charge, Project Manager, and Project Engineer. The meeting will present the initial design concepts for each project element and the schedule and budget, as well as communication and project team roles/responsibilities. After the Kickoff Meeting, Engineer shall conduct a site visit accompanied by the District's Project Manager and other key District staff as necessary to obtain input from staff on design options.

##### **Task 2 – Final Design**

###### Task 2.1 – Preparation of Contract Documents

The following design items shall be included in the Contract Documents. Included in the following items are record drawing review, site visits, and responses to 50 percent and 90 percent submittal review comments by the District. The 50 percent, 90 percent, and final submittals will be produced along with cost estimates for each submittal stage.

- Review of Condition Assessment Report: Engineer shall review the Condition Assessment Report prepared by others. Review shall include evaluation and selection of recommendations to include in the Contract Documents.
- Digester 2 Overflow Box Repairs: This item covers the handrail replacement, concrete repair, and grating platform addition at the overflow box.
- Digester 2 Gas and Overflow Piping Rehabilitation: This item covers modification to the gas piping on top of Digester 2 to permit the continuous operation of the digester gas system while servicing the digester gas handling equipment. This will be accomplished by replacing the single isolation valve, flame arrestor and PRV with a three-way valve and twin flame arrestors and PRVs. This item will also add a new wet gas thermal mass flow meter and replace the overflow box piping.



- Digester 2 Heat Exchanger and Recirculation Pump: This item will replace the Digester 2 heat exchanger and recirculation pump.
- Digester 2 Replace Sludge Line Valves: This item will replace various plug valves up to 18 inches in diameter on the digester sludge lines and add knife gate valves for isolation. The plug valves will reuse their existing electric actuators or change to manual actuators. The knife gate valves will have manual actuators.
- Digester No. 2 Miscellaneous Repairs: This covers all other Digester 2 repairs, including but not limited to improving lighting, replacing the rectangular viewports with circular ones, repairing the foam insulation on the cover, replacing or modifying the 3W/4W piping, and evaluating and recommending ways to isolate Digester 1 from Digester 2.
- Primary Clarifier No. 1-4 Roof Beam Repairs: This item will repair the deteriorated roof beam bearing seats at Primary Clarifiers No. 1-4.
- Secondary Digester No. 2 Overflow Box Repairs: This item will repair the concrete at the Secondary Digester No. 2 exterior wall and overflow box.
- Heating and Mixing Building No. 1 lifting eyes: This item will add two lifting eyes to the underside of the roof in Heating and Mixing Building No. 1 to support condition assessment efforts. This item will be an early-out item intended for the District staff to install themselves. Accordingly, redlines and sketches, not fully drafted documents, will be provided.

#### Assumptions

- The District will provide front end documents for inclusion in the bid documents. Engineer shall modify the District's front-end documents to conform to Project requirements.
- Three levels of concrete repair will be shown with typical details: mild, moderate and severe. Based on the condition assessment report, Engineer shall estimate the area of each repair type. The bid form will list the estimated area and request a unit price for each repair type. The District shall monitor the actual repair work performed during construction and adjust the contract price accordingly. It is assumed no additional details beyond the three types of concrete repair will be required.
- The District's condition assessment report will include as estimate of the amount of mildly, moderately, and severely corroded areas within the digester.
- No significant steel dome structural repairs will be required.
- Overflow piping replacement will be similar to the existing piping configuration and will not require significant structural modifications.
- Hazardous material testing for demolition will be assigned to the Contractor.
- Any required permits will be obtained by the District. Permitting services are not included.
- No site civil work, such as yard piping or paving and grading, is anticipated. All piping replacement work will be shown on mechanical sheets.
- No temporary piping systems will be shown on the drawings. Temporary piping, if required, will be described in the specifications only.
- No replacement of electric valve actuators will be provided.

- The two lights and associated poles on Digester 2 will be replaced in the same location with LED light fixtures. No other lights, including on or in Heat Mix Building 1, will be modified.
- No modifications to Primary Digester No. 2 sludge level sensing will be provided.
- The District will provide the Engineer with review comments on the 50 and 90 percent design submittal within 3 weeks after receipt of submittal. The 50 and 90 percent Submittal Review Meeting will be conducted during the first review week.
- Drawings and specifications will conform to USD Capital Improvement Projects Design Standards, June 2013.
- No items from the optional tasks will be shown in design submittals until those tasks are authorized. Depending on the schedule for the District's condition assessment report, this means the 50 percent and 90 percent submittals may not include information on the digester concrete and coating repairs, the dome raising, the sludge transfer tank, mixing line replacement, and Digester No. 1 and No. 2 isolation strategies. Additional submittals or meetings to review these items, once authorized, will require additional budget.
- Methods to isolate Digester 1 from Digester 2 will only require minor piping modifications. Significant replacement of piping and temporary piping or pumping systems are not included.
- The design submittals, including the final design submittal, will be provided in pdf format only. Hard copies will not be provided. AutoCAD drawings will be provided only for the final design submittal.

#### Task 2.2 – Optional Design Services

Engineer shall not proceed with the scope of services for the subtasks outlined in Task 2.2 or expend the budget without written authorization from the District.

##### Task 2.2.1 – Digester Tank Entry with District's Condition Assessment Team

This item covers Carollo's entry into and assessment of the Digester 2 interior alongside District's condition assessment consultant. This item assumes up to half-day entry and inspection by two key project participants under the supervision of the condition assessment consultant. The purpose is for the design team to see the condition and layout of the digester interior. A separate condition assessment report will not be provided for this sub-task.

#### Assumptions

- The District's condition assessment consultant will provide confined space supervision for the entry. Supervision is not included in the Engineer's effort.
- Entry at a separate time from the condition assessment consultant and associated supervision is not included.
- Additional effort and fee will be required to retain qualified confined space entry assistance if this effort is not coordinated with another supervised entry by others.

#### Task 2.2.2 – 3D Laser Scanning

Engineer shall retain Vara3D Inc. to conduct a laser (LiDAR) scan of the interior and exterior of Heating and Mixing Building 1.

#### Assumptions

- Digester 2 will not be scanned and no 3D model for it will be provided.

#### Task 2.2.3 – Digester 2 Coating and Concrete Repairs

If review of the District's Condition Assessment under Task 2.2.1 above produces recommendations for coating and concrete repairs, then this optional task will be authorized. This item will recoat the interior and exterior appurtenances of Digester 2, including but not limited to the cover, center column, mixing nozzles, piping, water seal, and roof access manways. This item will repair concrete that does not require the dome to be raised.

#### Assumptions

- No significant structural repairs beyond the tiered repair details (mild, moderate, severe) are required.

#### Task 2.2.4 – Digester 2 Dome Raising

If review of the District's Condition Assessment under Task 2.2.1 above produces recommendations to lift the dome, then this optional task will be authorized. This item will provide details to raise the dome, recoat the interior and exterior of the skirt, and repair concrete behind the skirt. The design documents will include unit price bid items for ease of adjusting repair quantities after the dome is raised and inspected in construction.

#### Assumptions

- Raising the dome will be accomplished similar to the previous Digester No. 2 dome raising with hydraulic jacks and tie down points.

#### Task 2.2.5 – Sludge Transfer Tank

If review of the District's Condition Assessment under Task 2.2.1 above produces recommendations to repair or replace the sludge transfer tank, then this optional task will be authorized. This item will provide details to replace the sludge transfer tank.

#### Assumptions

- Only replacement of the tank and piping is included here. Replacement of pumps is not included. Replacement of piping does not include significant modifications or rerouting of the piping.

#### Task 2.2.6 – Digester No. 2 Mixing Lines

If review of the District's Condition Assessment under Task 2.2.1 above produces recommendations to replace or repair the mixing lines, then this optional task will be authorized. This item will provide details to repair or replace the Digester No. 2 mixing lines.

#### Assumptions

- Only the two mixing lines beneath the digester will be replaced or lined. The center column will not be replaced. Pipe replacement will occur inside the tank, similar to Digester 3, and will extend to the first flange or pipe coupling on the exterior of Heating and Mixing Building No. 1. No pipes within Heating and Mixing Building 1 will be replaced. Recirculation piping will not be replaced.

#### Task 2.2.7 – Digester No. 2 Actuator replacement

This task includes Beecher Engineering's hours to replace electric actuators on the plug valves planned for replacement under Task 2.1. Up to 5 actuators may be replaced. If this task is not authorized, then the base scope under Task 2.1 will be performed, which includes notes on the demolition and mechanical sheets directing the Contractor to remove the existing actuators, replace the valves, and then reinstall the actuators to match existing. No work pertaining to the actuators will be shown on the electrical sheets if this task is not authorized.

#### Assumptions

- The District will provide the make, model and serial numbers of the existing valves for inclusion in the Contract Documents. The Contract Documents will direct the Contractor to replace the valves in kind. A different manufacturer or type of valve that what is currently installed will likely require a new actuator as the connection method and required opening and closing thrust will be different.

#### Task 2.3 – Design Submittal Meetings

Engineer shall conduct a 50 and 90 percent submittal review meeting to present the design, including construction constraints and the construction cost estimate. Engineer shall provide meeting minutes. Beecher Engineering will not attend any review meetings.

### **Task 3 – Bid Period Services**

Engineer shall support District's bidding efforts on an as requested basis. Anticipated services include attendance at the pre-bid meeting and preparation of addenda, if necessary.

#### **Task 3.1 - Attend Pre-Bid Meeting**

Engineer shall attend pre-bid meeting led by District staff. Engineer's role in meeting will be to answer questions related to technical requirements of the contract where answers are known and present in the documents and accept any questions that may require further clarification through issuance of addenda.

#### **Task 3.2 - Prepare Addenda**

Engineer shall prepare up to one addendum and respond formally to contractor's submitted questions.

#### **Assumptions**

- District shall be the primary contact for the contractor's technical questions during the bid period.
- District will print and distribute bid documents and addenda.

## **5. PAYMENT TO THE ENGINEER**

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21 for office staff, including profit. Subconsultants and outside services will be billed at actual cost plus 5 percent; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount for Task Order No. 1 shall be \$212,749. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

The following table summarizes the previously-executed and proposed task orders and amendments under the Agreement:

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required?</b>	<b>District Staff Approval</b>
Task Order No. 1 – Design Services	\$212,749	Yes	Paul Eldredge
<b>Total</b>	<b>\$212,749</b>		

## 6. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 185 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. Anticipated schedule for completion of Engineer's scope of services is summarized as follows:

- Notice to Proceed (NTP): February 26, 2019
- Kick-off Meeting: The week of March 4, 2019
- 50-Percent Design Submittal: Week of April 15, 2019
- 50-Percent Submittal Review Meeting: Week of April 22, 2019
- Condition Assessment Report (by Others): Estimated Week of May 27, 2019
- 90-Percent Design Submittal: Week of June 17, 2019
- 90-Percent Submittal Review Meeting: Week of June 24, 2019
- Final Design Submittal: Week of July 8, 2019
- Bid Period (4 weeks): Through August 9, 2019
- Notice of Award (5 weeks): September 13, 2019

## 7. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 1 are as follows:

<u>Key Person to be Assigned</u>	<u>Role</u>
Scott Parker	Principal-in-Charge
Rebecca Gherini	Project Manager
Preet Chaggar	Project Engineer
Todd Beecher	Electrical/I&C Engineer

Key personnel shall not be changed except in accordance with Article 8 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of February \_\_\_\_\_, 2019 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

By: \_\_\_\_\_  
Paul R. Eldredge, P.E.  
General Manager/District Engineer

By: \_\_\_\_\_  
Scott E. Parker, P.E.  
Senior Vice President

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

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

By: \_\_\_\_\_  
Michael E. Dadik, P.E., S.E.  
Associate Vice President

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

PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT EXHIBIT A - LABOR AND BUDGET ESTIMATE UNION SANITARY DISTRICT																
Task	Task Description	SP	LPP	P	AP	CAD	WP	Total	Labor	Other Direct Costs (ODC)						Total
		\$320	\$270	\$185	\$150	\$145	\$130	Hours	Cost	Subconsultants		PECE	Mileage		ODC	Cost
										Name	Amount	\$12.00	Trips	Amount	Total	
1.0	Project Management															
	1.1 - Project Management	1	1	8	0	0	0	10	\$2,070			\$120			\$120	\$2,190
	1.2 - Kick off Meeting	0	0	12	0	0	0	12	\$2,220			\$144	2	\$99	\$243	\$2,463
	Total:	1	1	20	0	0	0	22	\$4,290			\$264	2	\$99	\$363	\$4,653
2.0	Final Design															
	2.1 - Preparation of Contract Documents															
	Review of Condition Assessment Report	0	2	12	8	0	0	22	\$3,960			\$264			\$264	\$4,224
	Digester No. 2 Overflow Box Repairs	1	4	20	22	31	2	80	\$13,155			\$960			\$960	\$14,115
	Digester No. 2 Gas and Overflow Piping Rehab	1	4	18	18	29	2	72	\$11,895	Beecher	\$16,800	\$864			\$17,664	\$29,559
	Digester No. 2 Heat Exchanger and Recirculation Pump Replacement	1	5	22	22	33	2	85	\$14,085	Beecher	\$17,220	\$1,020			\$18,240	\$32,325
	Digester No. 2 Replace Valves	1	5	22	22	33	2	85	\$14,085			\$1,020			\$1,020	\$15,105
	Digester No. 2 Misc. Repairs	1	10	30	31	45	4	121	\$20,265			\$1,452			\$1,452	\$21,717
	Primary Clarifier No. 1-4 Roof Beam Repairs	0	3	14	15	23	2	57	\$9,245			\$684			\$684	\$9,929
	Secondary Digester No. 2 Overflow Box Repairs	0	3	14	15	23	2	57	\$9,245			\$684			\$684	\$9,929
	Heating and Mixing Building No. 1 Lifting Eyes	0	1	10	1	0	0	12	\$2,270			\$144			\$144	\$2,414
	2.2 - Optional Design Services															
	2.2.1 - Digester Tank Entry with District's Condition Assessment Team*	1	1	10	0	0	0	12	\$2,440			\$144	1	\$50	\$194	\$2,634
	2.2.2 - 3D Laser Scanning	0	0	4	0	0	0	4	\$740	Vara 3D	\$5,513	\$48	1	\$50	\$5,611	\$6,351
	2.2.3 - Digester 2 Coating and Concrete Repairs	0	1	13	13	22	2	51	\$8,075			\$612			\$612	\$8,687
	2.2.4 - Digester 2 Dome Raising	1	2	13	15	25	2	58	\$9,400			\$696			\$696	\$10,096
	2.2.5 - Sludge Transfer Tank	1	2	13	14	25	1	56	\$9,120			\$672			\$672	\$9,792
	2.2.6 - Digester No. 2 Mixing Lines	1	1	14	14	22	1	53	\$8,600			\$636			\$636	\$9,236
	2.2.7 - Digester No. 2 Actuator Replacement	0	0	2	2	1	0	5	\$815	Beecher	\$8,400	\$60			\$8,460	\$9,275
	2.3 - Design Submittal Meetings															
	50% Design Submittal Meeting	0	2	10	0	0	0	12	\$2,390			\$144	2	\$99	\$243	\$2,633
	90% Design Submittal Meeting	0	2	10	0	0	0	12	\$2,390			\$144	2	\$99	\$243	\$2,633
	Total:	9	48	251	212	312	22	854	\$142,175		\$47,933	\$10,248	6	\$298	\$58,479	\$200,654
3.0	Bid Period Services															
	3.1 - Attend Pre-Bid Meeting	0	0	4	0	0	0	4	\$740			\$48	1	\$50	\$98	\$838
	3.2 - Preparation of Addenda	0	0	20	0	8	4	32	\$5,380	Beecher	\$840	\$384			\$1,224	\$6,604
	Total:	0	0	24	0	8	4	36	\$6,120		\$840	\$432	1	\$50	\$1,322	\$7,442
Grand Total:		10	49	295	212	320	26	912	\$152,585		\$48,773	\$10,944	9	\$447	\$60,164	\$212,749
Legend: SP Senior Professional - Parker LPP Lead Project Professional - Dadik, Gupta P Professional - Gherini, Chaggar AP Assistant Professional CAD CAD Drafter/Graphics WP Word Processor Notes: 1. Mult. 3.21 2. Mileage: Based on 85 miles round trip @ \$0.58/mile. 3. Subconsultant has a 5% mark-up. 4. Beecher - E&IC - \$200/hr. 5. PECE - Project equipment and communication expense 6. Pipe & Plant is confined space entry supervision for LiDAR 3D mapping of the tank interior. 7. Vara3D is LiDAR 3D mapping 8. *District's Condition Assessment Team will perform the condition assessment and produce the condition assessment report.																



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 19, 2019

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

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

**SUBJECT:** Agenda Item No. 10 - Meeting of February 25, 2019  
**Consider a Resolution to Accept the Construction of the Fremont and Paseo Padre Lift Stations Improvements Project from Mountain Cascade, Inc.**

**Recommendation**

Staff recommends the Board consider a resolution to accept the construction of the Fremont and Paseo Padre Lift Stations Improvements Project (Project) from Mountain Cascade, Inc. (MCI), and authorize recordation of a Notice of Completion.

**Background**

The District employs three small lift stations to convey wastewater in the gravity sewer system to larger pump stations that transport wastewater to the Alvarado Wastewater Treatment Plant. The Fremont Lift Station (LS) and Paseo Padre LS were both constructed in 1984 and no major improvements have been made since being built over 30 years ago. The attached Figure 1 shows the locations of the two lift stations.

The two lift stations required improvements to improve reliable operation. Of particular concern were the two enclosed screw pumps located at each lift station. In September 2014, staff conducted a condition assessment of the two 24-inch diameter enclosed screw pumps at Fremont LS and inspected the interior of both pumps. The inspection revealed that the protective coatings on the interior flights failed and as a result, there was significant corrosion of the steel flights and the pumps needed replacement. The two pumps located at Paseo

Padre LS were assumed to be in similar condition and in need of replacement because they were of the same age and operated in similar conditions as the pumps at Fremont LS.

On September 28, 2015, the Board awarded the Project's construction contract to MCI in the amount of \$2,801,500. The Project's major elements included the following:

- Replacement of two 24-inch diameter enclosed screw pumps at Fremont LS and two 30-inch diameter enclosed screw pumps at Paseo Padre LS.
- Installation of variable frequency drives for the pumps.
- Installation of steel canopy structures over the enclosed screw pumps to protect them from the elements.
- Installation of a step-up transformer to convert and upgrade the existing 208-volt electric service to 480-volt electric service at both lift stations.
- Replacement of the motor control centers and standby generators at both lift stations.
- Replacement of the hydraulic power unit for the headgates at Paseo Padre LS.
- Rehabilitation and repair of coatings and concrete in the pump pits and wet wells at both lift stations.
- Miscellaneous site work including the replacement of fencing, the installation of containment curbing, and paving at both lift stations.
- Installation of a new manhole and drainage piping at Paseo Padre LS to direct all on-site runoff into the collection system.
- Replacement of the existing vehicle gates at Newark Pump Station and the addition of electric vehicle gate operators to the gates at Newark Pump Station, Fremont LS, and Paseo Padre LS.

Carollo Engineers completed the design of the Project. Staff provided construction management and The Covello Group provided general inspection services during construction.

### **Construction Contract**

Staff issued the Notice to Proceed to MCI on October 15, 2015. The 360-day project was scheduled to be completed on October 8, 2016. MCI substantially completed all contract work on November 28, 2017. Project completion was substantially delayed, primarily due to two main issues: performance issues with the enclosed screw pumps, and fabrication delays of the steel canopy structures.

### **Pump Issues**

There were two performance issues with the enclosed screw pumps that were discovered during testing. In the first performance issue, the motors of the four pumps were found to be electrically overloaded during operation testing, even though the motors provided were in

accordance with the approved submittals. Staff agreed to MCI's proposal to allow the pump manufacturer to provide larger motors and associated gearboxes so that the motors could operate without overloading. The replacement motors and gear boxes were delivered and installed in January 2017.

The second performance issue affected one of the new lift pumps at Fremont LS. MCI conducted pump acceptance tests in June 2017 and discovered the pump was unable to meet the required minimum flow rate and some of the wastewater would drain back to the wetwell. Ultimately, MCI and the pump manufacturer decided to replace the pump. This replacement pump was delivered and installed in November 2017. MCI successfully completed the pump test and staff placed the pump in full operational mode. It was later discovered, through destructive inspection, that pieces of lumber were lodged inside the lift pump and may have been the reason for the failed flow tests. The source of the lumber could not be confirmed.

#### Canopy Issue

Notwithstanding some design clarifications and minor modifications, MCI's original canopy fabricator did not fabricate and deliver the canopies according to MCI's construction schedule. In April 2017, MCI replaced the original fabricator with a new fabricator and successfully installed the canopies in June 2017.

The above issues resulted in the District and MCI incurring additional costs and in the Project being delayed. Discussion and negotiations on the unresolved matters were recently concluded and include a contract time extension and equally sharing the 3<sup>rd</sup> party construction inspection costs.

The attached Figures 2 through 9 show the existing and new equipment at both lift stations.

#### **Change Orders**

The Project included 45 contract change orders (CCO) in the amount of \$113,611.50, which is approximately 4.1% of the original contract amount. A list of the change orders is shown in the attached Table 1. A summary of the notable change orders is provided below.

1. CCO No. 4, Fencing Replacement at Irvington Pump Station

CCO No. 4 is in the amount of \$41,161 and is for the replacement of the fencing at Irvington Pump Station along Fremont Blvd. The City of Fremont's Fremont Blvd. improvements raised the elevation of the sidewalk and necessitated increasing the height of the fencing to maintain site security. Privacy slats were added to shield the view of the pump station from Fremont Blvd.

2. CCO No. 22, Fremont Lift Station – Effluent Valve Actuator

CCO No. 22 is in the amount of \$13,042 and is for the replacement of the electric actuator on the effluent valve at Fremont LS. The electrical system at the lift station was upgraded from 208 volts to 480 volts and the existing actuator was replaced with a 480-volt unit. Existing conduits for the valve actuator were replaced with new explosion-proof components since the valve was located within a hazardous environment in the valve box.

3. CCO No. 44, Construction Inspection Costs and CCO No. 45, Time Extension

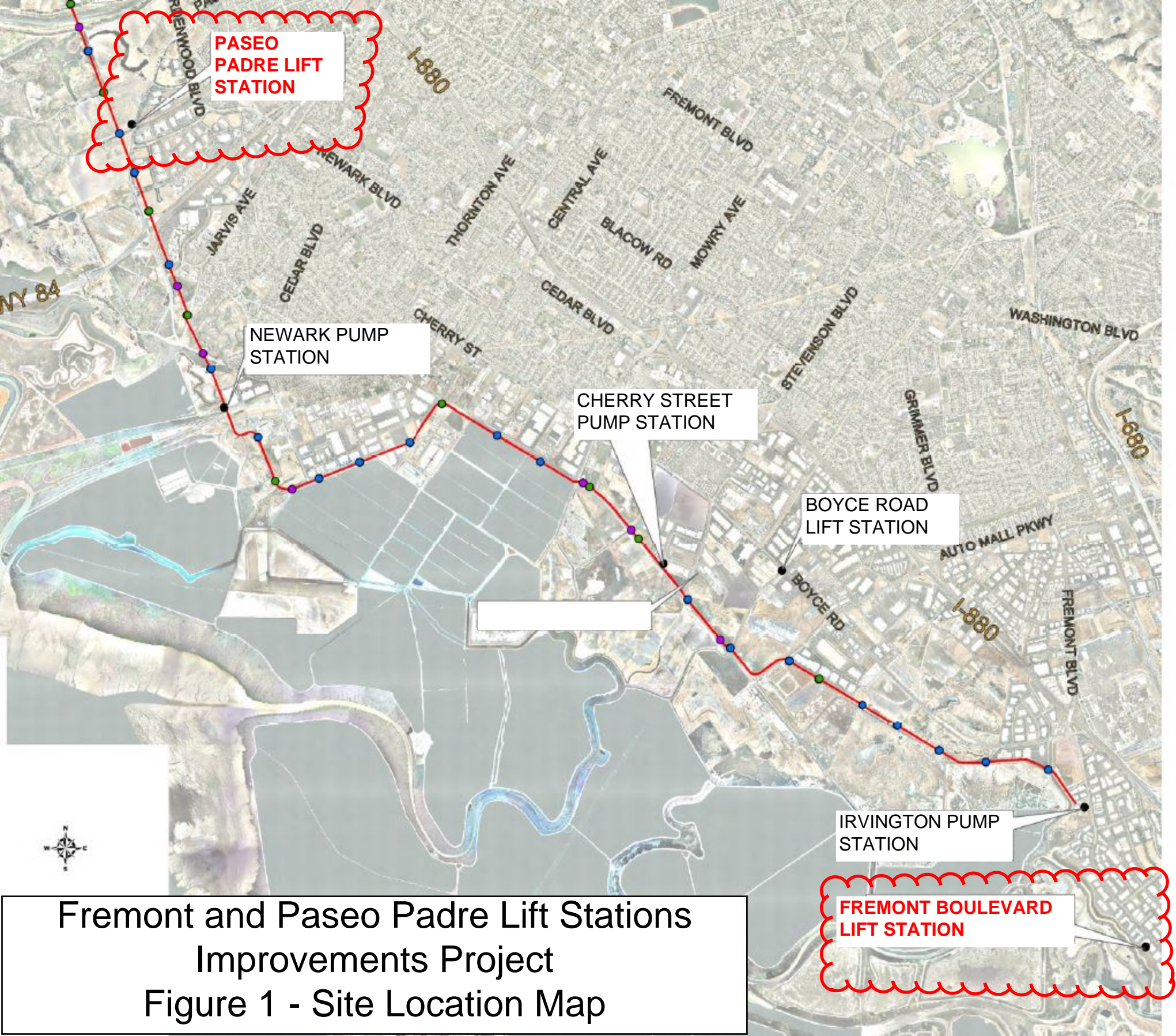
CCO No. 44 is in the credit amount of \$13,273.50 to compensate the District for the additional inspection costs that resulted from the Project's delays. The District granted a time extension of 372 calendar days to MCI as part of the project closeout negotiations (CCO No. 45), and another 44 calendar days as part of the other project change orders.

Staff recommends the Board consider a resolution to accept the construction of the Fremont and Paseo Padre Lift Stations Improvements Project from Mountain Cascade, Inc., and authorize recordation of a Notice of Completion.

PRE/SEG/RC/DC;dl

Attachments: Figure 1 – Site Plan  
Figures 2 through 9 – Photos  
Table 1 – CCO Summary  
Resolution  
Notice of Completion





Fremont and Paseo Padre Lift Stations  
Improvements Project  
Figure 1 - Site Location Map





Figure 2 – Paseo Padre LS – Existing Hydraulic Power Unit and Enclosed Screw Pumps



Figure 3 – Fremont LS – Removal of Existing Enclosed Screw Pump



Figure 4 – Paseo Padre LS – New Hydraulic Power Unit and Steel Canopies



Figure 5 – Paseo Padre LS – New Enclosed Screw Pumps





Figure 6 – Paseo Padre LS – New Standby Generator



Figure 7 – Paseo Padre LS – New Motor Control Center





Figure 8 – Fremont LS – New Enclosed Screw Pumps



Figure 9 – Fremont LS – New Steel Canopy over the Enclosed Screw Pumps

<b>Table 1 - Contract Change Order Summary</b>		
<b>Fremont and Paseo Padre Lift Stations Improvements Project</b>		
<b>CCO No.</b>	<b>Description</b>	<b>Amount</b>
1	Removal of Concrete Bases of the Existing Wall at Fremont Lift Station	-\$2,706.00
2	Additional concrete Curb at Fremont Lift Station	\$716.00
3	Repair Waterline at Fremont Lift Station	\$883.00
4	Fencing Replacement at Irvington Pump Station	\$41,161.00
5	Hydraulic Power Unit Modifications	\$9,114.00
6	Wet Well Ceiling Coatings	\$2,645.00
7	Disposal of Soils	\$0.00
8	Guardrail Replacement at Fremont LS and Modifications at Paseo Padre LS	\$2,210.00
9	Newark Pump Station Pipe Repair	\$7,850.00
10	Wet Well Waterproofing	\$0.00
11	Fremont Lift Station Lift Pump Opening Repair	\$0.00
12	Final Resolution of Fencing Replacement at Irvington Pump Station	\$1,227.00
13	Bird Netting Materials	\$317.00
14	Paseo Padre Lift Station Manhole Pipe Break-In	\$1,456.00
15	Paseo Padre Lift Station Delete Vehicle Access Ramps	-\$1,200.00
16	Fremont Lift Station – PG&E Conduit Repair	\$905.00
17	Paseo Padre Lift Station Canopy Shop Drawing Revisions per DCM No. 006	\$558.00
18	Fremont Lift Station – Gate Stem Guide Replacement	\$770.00
19	Fremont Lift Station – Effluent Valve Actuator Temporary Cord	\$1,121.00
20	Unused Bid Allowances from Bid Item No. 8 and No. 9	-\$18,188.00
21	Fremont Lift Station – Relocation of Water Supply Piping	\$295.00
22	Fremont Lift Station – Effluent Valve Actuator	\$13,042.00
23	Fremont Lift Station – Wet Well Surface Preparation	\$6,540.00
24	Fremont Lift Station – PLC Concrete Pad	\$1,491.00
25	Fremont Lift Station – Gas Detector Electrical Modifications	\$3,446.00
26	Newark Pump Station – Rebar for Gate Track	\$1,778.00
27	Paseo Padre Lift Station – Waterline Rerouting	\$873.00
28	Paseo Padre Lift Station – Remove Concrete around Existing Telephone	\$702.00
29	Paseo Padre Lift Station – Canopy Footing and Ductbank Conflict	\$1,374.00
30	Fremont Lift Station – Hydraulic Lines	\$8,868.00
31	New Conduit to Existing Communications Panels and New Junction Box	\$3,619.00
32	Paseo Padre Lift Station – Canopy Drafting Revisions	\$558.00
33	Paseo Padre Lift Station – Eyewash Conduit	\$1,993.00
34	Fremont Lift Station – Waterline Modifications	\$9,598.00
35	Paseo Padre Lift Station – Concrete Crack Repair at Stairs	\$636.00
36	Fremont Lift Station – DCM No. 3 Canopy Modifications	\$7,335.00
37	Fremont Lift Station – Site Lighting Conduit	\$1,054.00
38	Paseo Padre Lift Station – HPU Canopy Bracing	\$1,611.00
39	Canopy Bolts, Nuts, and Washers	\$6,067.00
40	Paseo Padre Lift Station – Hydraulic Cylinders	\$4,251.00
41	Paseo Padre Lift Station – Sheetpile Removal	\$205.00
42	Paseo Padre Lift Station – Additional Saw Cutting of Concrete Slab	\$710.00
43	Partnering and Facilitation Costs	\$2,000.00
44	Construction Inspection Costs	-\$13,273.50
45	Time Extension	\$0.00
Total		\$113,611.50

**RESOLUTION NO. \_\_\_\_**

**ACCEPT CONSTRUCTION OF THE  
FREMONT AND PASEO PADRE LIFT STATIONS IMPROVEMENTS  
PROJECT  
LOCATED IN THE CITY OF FREMONT, CALIFORNIA  
FROM MOUNTAIN CASCADE, INC.**

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT that it hereby accepts the Fremont and Paseo Padre Lift Stations Improvements Project from Mountain Cascade, Inc., effective February 25, 2019.

FURTHER RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT authorize the General Manager/District Engineer, or his designee, to execute and record a "Notice of Completion" for the Project.

On motion duly made and seconded, this resolution was adopted by the following vote on February 25, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

ANJALI LATHI  
President, Board of Directors  
Union Sanitary District

Attest:

---

JENNIFER TOY  
Secretary, Board of Directors  
Union Sanitary District



**RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:**

**Regina McEvoy  
Union Sanitary District  
5072 Benson Road  
Union City, CA 94587**

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283 (R&T Code 11911)

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**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN** by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on September 28, 2015, by said District and **MOUNTAIN CASCADE, INC.**, 555 Exchange Court, Livermore, CA 94550, Contractor for the Project, "Fremont and Paseo Padre Lift Stations Improvements Project," was substantially completed on November 28, 2017 and accepted by said District on February 25, 2019.

The name and address of the owner is the **UNION SANITARY DISTRICT**, at 5072 Benson Road, Union City, CA 94587.

The estate or interest of the owner is: FEE SIMPLE ABSOLUTE.

The description of the site where said work was performed and completed is the Union Sanitary District's Fremont Lift Station, located at 48101 Fremont Blvd, City of Fremont, County of Alameda, State of California and Paseo Padre Lift Station, located at 6935 Paseo Padre Parkway, City of Fremont, County of Alameda, State of California.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at UNION CITY, CALIFORNIA.

\_\_\_\_\_  
PAUL R. ELDREDGE, P.E.  
GENERAL MANAGER/DISTRICT ENGINEER  
UNION SANITARY DISTRICT

**UNION SANITARY DISTRICT  
CHECK REGISTER  
02/02/2019-02/15/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170202	2/7/2019	143	19171908	MONTEREY MECHANICAL CO	DIGESTER NO. 3 INSP & REHAB		
						\$335,058.35	\$335,058.35
170217	2/7/2019		20190103.1	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065221110 - SUBSTATION 1		
						\$157,327.22	\$157,327.22
170237	2/14/2019	143	11335352	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE		
						\$123,238.30	\$129,178.66
	2/14/2019	143	11335307		EMERGENCY OUTFALL OUTLET IMPROVEMENTS		
						\$5,940.36	
170218	2/7/2019		20190103	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065220110 - CEDAR BLVD		
						\$127,349.06	\$127,349.06
170195	2/7/2019	143	201180006	HAZEN AND SAWYER	SECONDARY TREATMENT CAP. IMPROV - DESIGN		
						\$83,125.60	\$83,125.60
170284	2/14/2019	143	158851	WOODARD & CURRAN INC	HEADWORKS SCREEN NO. 3		
						\$31,079.66	\$49,888.26
	2/14/2019	143	159044		NEWARK BASIN MASTER PLAN/PACP UPDATE		
						\$18,808.60	
170220	2/7/2019		8051	THE NEW HOME CO, NOR CAL LLC	REFUND # 21677		
						\$47,720.00	\$47,720.00
170264	2/14/2019	170	140120190205	PACIFIC GAS AND ELECTRIC	SERV TO 02/03/19 IRVINGTON PS		
						\$26.60	\$31,065.45
	2/14/2019	170	096020190131		SERV TO 1/30/19 CATHODIC PROJECT		
						\$39.42	
	2/14/2019	170	898220190206		SERV TO 01/30/19 FREMONT PS		
						\$194.42	
	2/14/2019	110	892820190206		SERV TO 01/30/19 HAYWARD MARSH		
						\$56.85	
	2/14/2019	110	170120190131		SERV TO 01/21/2019 PLANT		
						\$30,179.34	
	2/14/2019	170	380420190131		SERV TO 01/30/19 CHERRY ST PS		
						\$214.35	
	2/14/2019	170	666720190206		SERV TO 01/30/19 PASEO PADRE PS		
						\$354.47	
170180	2/7/2019	143	173647	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS		
						\$29,266.11	\$29,266.11

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170283	2/14/2019	122	1909	WESTERN PACIFIC CRANE & EQUIP	CRANE TRUCK REPAIR T3262		
						\$24,429.72	\$24,429.72
170188	2/7/2019	110	903852515	EVOQUA WATER TECHNOLOGIES	4514 GALS HYDROGEN PEROXIDE		
						\$22,243.98	\$22,243.98
170248	2/14/2019	110	903859988	EVOQUA WATER TECHNOLOGIES	4255 GALS HYDROGEN PEROXIDE		
						\$20,967.68	\$20,967.68
170185	2/7/2019		3247836C	DELTA DENTAL SERVICE	JANUARY 2019 DENTAL		
						\$18,171.99	\$20,692.45
	2/7/2019		3247836A		JANUARY 2019 DENTAL		
						\$2,520.46	
170209	2/7/2019	122	2621	PIPELINE RENEWAL TECHNOLOGIES	PIPELINE RENEWAL TECHNOLOGIES RENTAL AGREEMENT		
						\$19,759.00	\$19,759.00
170263	2/14/2019	170	8475464	OVIVO USA LLC	PRIMARY 5 AND 6 NEW SCUM TROUGHS		
						\$16,517.10	\$16,517.10
170230	2/14/2019		4107361120190201	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 01/31/19-MTR HYD 15001101		
						\$532.33	\$16,269.96
	2/14/2019		4108253920190201		SERV TO: 01/31/19-MTR HYD 32896061		
						\$1,382.13	
	2/14/2019	170	4047286120190205		SERV TO: 02/01/18 - PASEO PADRE		
						\$52.33	
	2/14/2019		4107361320190201		SERV TO: 01/31/19-MTR HYD 16320037		
						\$511.08	
	2/14/2019		4107393420190201		SERV TO: 01/31/19-MTR HYD 15952331		
						\$647.05	
	2/14/2019		4107393020190201		SERV TO: 01/31/19-MTR HYD 15141193		
						\$511.08	
	2/14/2019		4071036120190118		SERV TO: 1/17/19-BENSON ROAD		
						\$10,306.15	
	2/14/2019		4107393120190201		SERV TO: 01/31/19-MTR HYD 16435270		
						\$944.48	
	2/14/2019		4107393220190201		SERV TO: 01/31/19-MTR HYD 1643527		
						\$604.56	
	2/14/2019		4107393520190201		SERV TO: 01/31/19-MTR HYD 16435269		
						\$778.77	
170207	2/7/2019	170	761520190125	PACIFIC GAS AND ELECTRIC	SERV TO 01/24/19 NEWARK PS		
						\$15,425.03	\$15,681.19
	2/7/2019	110	224720190129		SERV TO 01/22/19 CS TRAINING TRAILER		
						\$256.16	

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170277	2/14/2019		533620190122	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD STMT - JAN 2019		
						\$14,627.71	\$14,627.71
170205	2/7/2019	110	56550	NACWA	TUITION - R. PIPKIN - WATER & WASTEWATER LEADERSHIP CENTE		
						\$13,150.00	\$13,150.00
170249	2/14/2019		232	FORMULA DESIGN	PUBLIC WEBSITE HOSTING & MAINTENANCE		
						\$12,600.00	\$12,600.00
170273	2/14/2019	143	897RET	SOUTHWEST PIPE & TRENCHLESS CO	CAST IRON LINING PHASE VI		
						\$12,105.45	\$12,105.45
170275	2/14/2019	110	922847	UNIVAR USA INC	4899.5 GALS SODIUM HYPOCHLORITE		
						\$3,516.15	\$10,616.27
	2/14/2019	110	922618		4946.8 GALS SODIUM HYPOCHLORITE		
						\$3,550.09	
	2/14/2019	110	922998		4946.7 GALS SODIUM HYPOCHLORITE		
						\$3,550.03	
170222	2/7/2019	110	922142	UNIVAR USA INC	4799.1 GALS SODIUM HYPOCHLORITE		
						\$3,444.82	\$10,426.75
	2/7/2019	110	921688		4848.8 GALS SODIUM HYPOCHLORITE		
						\$3,479.77	
	2/7/2019	110	921981		4880 GALS SODIUM HYPOCHLORITE		
						\$3,502.16	
170241	2/14/2019	110	34681	CALIFORNIA WATER TECHNOLOGIES	40,720 LBS FERROUS CHLORIDE		
						\$5,203.15	\$10,355.66
	2/14/2019	110	34659		41,420 LBS FERROUS CHLORIDE		
						\$5,152.51	
170174	2/7/2019	143	11334612	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS		
						\$8,396.32	\$8,396.32
170268	2/14/2019	134	2023	ROCKWELL SOLUTIONS INC	ASTD PARTS & MATERIALS		
						\$8,120.85	\$8,120.85
170198	2/7/2019		37432220190201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - FEB 2019		
						\$7,730.86	\$7,730.86
170267	2/14/2019	143	26811	RMC WATER AND ENVIRONMENT	USD PLANT MASTER PLAN		
						\$7,434.51	\$7,434.51
170167	2/7/2019	171	5199486	ALL INDUSTRIAL ELECTRIC SUPPLY	9 KIM LIGHTING RETROFIT KITS		
						\$6,229.44	\$6,355.25
	2/7/2019	170	5199526		1 ABB MINI CRKT BRKR		
						\$125.81	
170265	2/14/2019		29443	PRECOR COMMERCIAL FITNESS	1 ELLIPTICAL MACHINE		
						\$6,143.34	\$6,143.34

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170219	2/7/2019	173	20190201	RUFUS TAI	EXP REIMB: 2 IT TRAINING SUBSCRIPTIONS FROM QUICKSTART		
						\$5,998.00	\$5,998.00
170170	2/7/2019		12445954	AT&T	SERV: 12/10/18 - 01/09/19		
						\$2,006.41	\$5,826.32
	2/7/2019		12500953		SERV: 12/20/18 - 01/19/19		
						\$3,585.06	
	2/7/2019		12500975		SERV: 12/20/18 - 01/19/19		
						\$214.13	
	2/7/2019		12500951		SERV: 12/20/18 - 01/19/19		
						\$20.72	
170176	2/7/2019	110	34637	CALIFORNIA WATER TECHNOLOGIES	42,460 LBS FERROUS CHLORIDE		
						\$5,281.87	\$5,281.87
170250	2/14/2019	170	241790	FRANK A OLSEN COMPANY	4 6" PEC DEZURIK PLUG VALVE STOCK		
						\$5,208.82	\$5,208.82
170203	2/7/2019	170	24053114	MOTION INDUSTRIES INC	1 EA DEGRITTER HOPPER SOLENOIDS		
						\$2,745.68	\$4,380.41
	2/7/2019	170	24052949		2 BEARINGS		
						\$389.51	
	2/7/2019	170	24052952		3 ELEMENTS		
						\$401.43	
	2/7/2019	170	24053220		10 EA V-BELTS		
						\$360.91	
	2/7/2019	170	24053000		6 WE4 X 1-5/8 HUBS		
						\$482.88	



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170252	2/14/2019		9049864383	GRAINGER INC	4 BALL VALVES		
						\$216.87	\$3,819.44
	2/14/2019	170	9052539906		3 TAP PLUGS		
						\$23.58	
	2/14/2019		9048895404		ASTD PARTS & MATERIALS		
						\$1,098.49	
	2/14/2019	111	9050130963		ASTD PARTS & MATERIALS		
						\$85.85	
	2/14/2019	122	9050562090		2 PACKS COIN-CELL BATTERIES		
						\$13.46	
	2/14/2019		9053353489		20 PACKS DISPOSABLE GLOVES		
						\$265.38	
	2/14/2019		9048895396		1 BALL VALVE		
						\$54.22	
	2/14/2019	171	9052759090		16 ASTD JOBBERS BITS		
						\$223.85	
	2/14/2019	171	9049864375		1 PENLIGHT		
						\$64.37	
	2/14/2019	170	9049126767		1 SPOOL FISHING LINE		
						\$48.37	
	2/14/2019	170	9053381373		1 EA PORTABLE CORD & HOOKUP WIRE		
						\$295.87	
	2/14/2019	111	9052759108		2 FILTER SCREENS		
						\$152.77	
	2/14/2019	171	9053261153		ASTD PARTS & MATERIALS		
						\$40.06	
	2/14/2019	111	9051509512		1 QUICK CONNECT COUPLER		
						\$7.65	
	2/14/2019	122	9050512012		ASTD PARTS & MATERIALS		
						\$23.75	
	2/14/2019	170	9051405166		1 DATA CABLE		
						\$200.60	
	2/14/2019		9051509504		ASTD PARTS & MATERIALS		
						\$1,004.30	
170225	2/7/2019		7223	WASHINGTON HOSPITAL HEALTHCARE	REFUND # 21687		
						\$3,527.50	\$3,527.50

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170190	2/7/2019	170	307146	CITY OF FREMONT	RANGE 2 HAZMAT STORAGE PERMIT		
	2/7/2019	170	306513		RANGE 2 HAZMAT STORAGE PERMIT	\$327.96	\$3,354.30
	2/7/2019	170	306512		RANGE 3 HAZMAT STORAGE PERMIT	\$327.96	
	2/7/2019	170	306511		RANGE 5 HAZMAT STORAGE PERMIT	\$703.80	
						\$1,994.58	
170211	2/7/2019		9070	RUDOLPH & SLETTEN	REFUND # 21691		
						\$3,300.10	\$3,300.10
170179	2/7/2019		19661129	CANON SOLUTIONS AMERICA INC	LEASE 6 CANON COLOR COPIERS		
						\$3,154.15	\$3,154.15
170224	2/7/2019		20190201	VISION SERVICE PLAN - CA	FEBRUARY 2019 VISION STMT		
						\$3,086.49	\$3,086.49
170282	2/14/2019	141	2037224	WEST YOST ASSOCIATES	FM RELOCATION NEAR HICKORY STREET		
						\$2,992.50	\$2,992.50
170233	2/14/2019	122	1102123843	AMERIPRIDE SERVICES INC	ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
	2/14/2019		1102123838		UNIFORM LAUNDERING & RUGS	\$30.00	\$2,907.90
	2/14/2019		1102123836		UNIFORM LAUNDERING SERVICE	\$1,671.64	
						\$1,206.26	
170239	2/14/2019	170	43639	CALCON SYSTEMS	PLANT FLOW METER VERIFICATIONS		
						\$2,850.00	\$2,850.00
170269	2/14/2019	121	20190212	JOSE RODRIGUES JR	EXP REIMB: AIRFARE & REGISTRATION - CWEA		
						\$2,812.60	\$2,812.60
170210	2/7/2019	120	916003725309	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - FEB 2019		
						\$2,611.87	\$2,611.87
170246	2/14/2019		9855	EAST BAY ROOTER	REFUND # 21698		
						\$2,500.00	\$2,500.00
170178	2/7/2019	113	594430	CALTEST ANALYTICAL LABORATORY	4 LAB SAMPLE ANALYSIS		
	2/7/2019	113	594552		2 LAB SAMPLE ANALYSIS	\$990.00	\$2,304.00
	2/7/2019	113	594081		14 LAB SAMPLE ANALYSIS	\$343.80	
	2/7/2019	113	594064		14 LAB SAMPLE ANALYSIS	\$485.10	
						\$485.10	

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170175	2/7/2019		8127	BURLINGAME ENGINEERS INC	3 RPM KITS		
						\$2,296.00	\$2,296.00
170191	2/7/2019	122	1841085789	GOODYEAR COMM TIRE & SERV CTRS	DISPOSE OF 28 TIRES		
						\$212.50	\$2,156.30
	2/7/2019	122	1841085813		5 TIRES		
						\$1,943.80	
170236	2/14/2019	143	13143660	BLAISDELL'S	ASTD OFFICE SUPPLIES		
						\$17.31	\$2,118.95
	2/14/2019	113	13146060		ASTD OFFICE SUPPLIES		
						\$208.16	
	2/14/2019	130	13150460		1 BX FILE FOLDERS		
						\$10.88	
	2/14/2019	132	13081890		OFFICE CHAIR - J. YEATES		
						\$543.94	
	2/14/2019	113	13117680		ASTD OFFICE SUPPLIES		
						\$291.88	
	2/14/2019	130	13140630		1 STAMP		
						\$12.17	
	2/14/2019	111	13090710		4 NTF SHUTTLE BREAKROOM CHAIRS		
						\$1,005.51	
	2/14/2019	144	13137840		1 BX MAIL LABELS		
						\$29.10	
170187	2/7/2019		5945	ENERGY CHOICE INC	4 AIR FILTERS		
						\$1,990.33	\$1,990.33
170279	2/14/2019		9823235762	VERIZON WIRELESS	WIRELESS SERV 01/02/19-02/01/2019 & (6) IPADS		
						\$1,938.31	\$1,938.31
170166	2/7/2019	170	181202361	AIRTECH MECHANICAL INC	DEC 2018: FILTER CHANGE BLDGS 54, 63, 81, 90		
						\$915.00	\$1,923.75
	2/7/2019	170	181002214		HVAC QUARTERLY INSPECTION BLDGS 12 BUILDINGS		
						\$1,008.75	
170181	2/7/2019	170	307490	CENTERVILLE LOCKSMITH	INSTALL SCHALAGE SYLINDER ON PUSH BUTTON LOCK		
						\$110.00	\$1,629.69
	2/7/2019		307197		42 CUSTOM ENGRAVED LOCKS		
						\$1,335.11	
	2/7/2019	122	307449		REPLACE BROKEN DOOR LEVER		
						\$184.58	
170262	2/14/2019	170	15503	NORCHEM INDUSTRIES	CENTRIFUGE POLY SKID BOOSTER PUMP		
						\$1,610.06	\$1,610.06

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170212	2/7/2019	110	19011618	S&S TRUCKING	GRIT HAULING 01/10 & 1/14/2019		
						\$1,605.29	\$1,605.29
170240	2/14/2019	132	20190213	CALGOVHR	TRAINING REG - K. KING		
						\$795.00	\$1,590.00
	2/14/2019	132	20190213.1		TRAINING REG - K. TERRAZAS		
						\$795.00	
170256	2/14/2019	141	20190213	JOHN HWANG	EXP REIMB: REGIS & AIRFARE FOR NO-DIG CONF - MAR 2019		
						\$1,388.60	\$1,388.60
170192	2/7/2019	170	9042661349	GRAINGER INC	24 ASTD JOBBER BITS		
						\$141.46	\$1,364.41
	2/7/2019	122	9042495045		ASTD PARTS & MATERIALS		
						\$291.81	
	2/7/2019	170	9045259109		5 ASTD WIRE MARKER SLEEVES		
						\$273.73	
	2/7/2019	170	9042661331		78 ASTD JOBBER BITS		
						\$657.41	
170206	2/7/2019		20190129	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - JAN 2019		
						\$1,272.94	\$1,272.94
170259	2/14/2019	170	86081882	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS		
						\$641.68	\$1,102.22
	2/14/2019		86152978		ASTD PARTS & MATERIALS		
						\$194.75	
	2/14/2019	170	85535778		1 EPDM RUBBER SHEET		
						\$26.68	
	2/14/2019	170	85672418		ASTD PARTS & MATERIALS		
						\$123.21	
	2/14/2019	170	85590059		ASTD PARTS & MATERIALS		
						\$98.64	
	2/14/2019	170	85806532		5 118 DEGREE POINT DRILL BITS		
						\$17.26	
170235	2/14/2019	171	157111	BIGGE CRANE & RIGGING CO	CRANE FOR SECDONDARY DIGESTER STRUVITE REMOVAL		
						\$1,055.80	\$1,055.80
170215	2/7/2019	134	1890356004	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$41.45	\$1,021.62
	2/7/2019	134	1890356003		ASTD ELECTRICAL SUPPLIES		
						\$980.17	
170234	2/14/2019	170	658853	A-PRO PEST CONTROL INC	JANUARY PEST CONTROL		
						\$1,005.00	\$1,005.00

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170278	2/14/2019	171	3201	VALLEJO FLOOD & WASTEWATR DIST	LEGACY EMERGENCY POWER BACK UP SYSTEM CONTRACT		
						\$950.57	\$950.57
170272	2/14/2019	110	19012113	S&S TRUCKING	GRIT HAULING 01/17/2019		
						\$782.66	\$782.66
170226	2/7/2019	121	42566	WECO INDUSTRIES LLC	SMALL TRUCK/CAMERA REPAIRS & PARTS		
						\$778.88	\$778.88
170216	2/7/2019	134	721135753802	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAK ROOM SUPPLIES		
						\$151.36	\$752.53
	2/7/2019	134	721109732101		JANITORIAL SUPPLIES		
						\$149.24	
	2/7/2019	134	721135753801		JANITORIAL & BREAK ROOM SUPPLIES		
						\$451.93	
170247	2/14/2019	113	1147364	ENTHALPY ANALYTICAL LLC	7 LAB SAMPLE ANALYSIS		
						\$165.00	\$705.00
	2/14/2019	113	1146911		10 LAB SAMPLE ANALYSIS		
						\$540.00	
170266	2/14/2019	170	1811964001	R&B COMPANY	2 RUBBER REPAIR KITS		
						\$694.20	\$694.20
170177	2/7/2019		20190131	STATE OF CALIFORNIA	SALES & USE TAX 01/01/2019 - 01/31/2019		
						\$643.72	\$643.72
170183	2/7/2019	132	44025	CLAREMONT BEHAVIORAL SERVICES	FEB 2019 EAP PREMIUMS		
						\$634.80	\$634.80
170204	2/7/2019	170	24052732	MOTION INDUSTRIES INC	1 ACTUATOR		
						\$545.33	\$545.33
170242	2/14/2019		4028235577	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE		
						\$525.73	\$525.73
170257	2/14/2019	110	20190211	ARMANDO LOPEZ	EXP REIMB: NACWA WINTER CONF EXPS: LODGING/PER DIEM/UBEI		
						\$500.71	\$500.71
170169	2/7/2019		7843	AREA CONSTRUCTION	REFUND # 21688		
						\$500.00	\$500.00
170172	2/7/2019		9806	KUNAL BAVISHI	REFUND # 21695		
						\$500.00	\$500.00
170186	2/7/2019		9909	E Z PLUMBING	REFUND # 21679		
						\$500.00	\$500.00
170201	2/7/2019		9949	MONARCH PLUMBING & ROOTER INC	REFUND # 21678		
						\$500.00	\$500.00
170245	2/14/2019		10026	CONSTRUCT ONE CONSTRUCTION	REFUND # 21699		
						\$500.00	\$500.00

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170255	2/14/2019		10030	PO-JEN HUANG	REFUND # 21706		
						\$500.00	\$500.00
170260	2/14/2019		9944	EMAD NAJEEB	REFUND # 21716		
						\$500.00	\$500.00
170270	2/14/2019		9422	ROOTER HERO	REFUND # 21707		
						\$500.00	\$500.00
170271	2/14/2019	134	7768485201	RS HUGHES CO INC	4 EQUIPMENT BAGS		
						\$469.12	\$469.12
170274	2/14/2019	132	20190211	KAROLINE TERRAZAS	TRAVEL REIMB: LODGING & PER DIEM - NACWA CONF		
						\$450.89	\$450.89
170171	2/7/2019	170	405933001	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS		
						\$442.67	\$442.67
170182	2/7/2019		54K157670	CINTAS CORPORATION NO. 2	UNIFORM LAUNDERING & RUGS		
						\$191.83	\$423.05
	2/7/2019	122	54K157669		ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	
	2/7/2019		54K157668		UNIFORM LAUNDERING SERVICE		
						\$214.00	
170244	2/14/2019		54K158870	CINTAS CORPORATION NO. 2	UNIFORM LAUNDERING SERVICE		
						\$214.00	\$423.05
	2/14/2019	122	54K158871		ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	
	2/14/2019		54K158872		UNIFORM LAUNDERING & RUGS		
						\$191.83	
170193	2/7/2019	123	1972614	HANSON AGGREGATES INC	5.06 TONS 1/23 MED TYPEA AC-R		
						\$422.80	\$422.80
170194	2/7/2019	111	3N0528	HARRINGTON INDUSTRIAL PLASTICS	50 FILTER BAGS		
						\$384.63	\$384.63
170208	2/7/2019	171	357195	PENN TOOL CO INC	1 STARRETT DIAL HEIGHT GAGE		
						\$379.50	\$379.50
170165	2/7/2019	122	9084459283	AIRGAS NCN	ASTD PARTS & MATERIALS		
						\$374.23	\$374.23
170189	2/7/2019		20190130	FREMONT UNIFIED SCHOOL DIST.	SSC REFUND		
						\$352.97	\$352.97
170197	2/7/2019	131	20697791	INFOR PUBLIC SECTOR, INC	INFOR SERVICES TO UPGRADE PACP TO V7		
						\$352.50	\$352.50
170227	2/7/2019	143	20190204	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP-C. BOSICK		
						\$328.00	\$328.00

**UNION SANITARY DISTRICT  
CHECK REGISTER  
02/02/2019-02/15/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170184	2/7/2019	144	89531	COPYMAT NEW BAY	100 COLOR/LAMINATED PRINTS		
						\$313.92	\$313.92
170221	2/7/2019	122	10488	TURNER SAFETY	FALL PROTECTION TRAINING - DELA ROSA		
						\$300.00	\$300.00
170229	2/14/2019	170	190102377	AIRTECH MECHANICAL INC	SEMI-ANNUAL PREVENTITIVE MAINT BOYCE PS		
						\$286.00	\$286.00
170199	2/7/2019		4580632	MALLORY SAFETY AND SUPPLY LLC	84 PRS GLOVES		
						\$283.56	\$283.56
170280	2/14/2019	113	8085043456	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$54.17	\$275.43
	2/14/2019	113	8085034998		LAB SUPPLIES		
						\$221.26	
170231	2/14/2019	170	5200188	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS		
						\$270.21	\$270.21
170200	2/7/2019		85611602	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS		
						\$266.26	\$266.26
170251	2/14/2019	122	1841085922	GOODYEAR COMM TIRE & SERV CTRS	4 TIRES		
						\$264.87	\$264.87
170214	2/7/2019	170	85340220190124	SAN FRANCISCO WATER DEPT	SERVICE 12/19/2018 - 01/22/2019		
						\$264.45	\$264.45
170228	2/7/2019	173	6023966	WEST SAFETY SERVICES INC	E911 CLOUD SERVICE		
						\$250.00	\$250.00
170173	2/7/2019		13109160	BLAISDELL'S	2 WALL CALENDARS		
						\$21.93	\$243.09
	2/7/2019	120	13124060		1 BX ENVELOPES		
						\$58.16	
	2/7/2019	170	13137340		4 5" LABEL TAPE		
						\$49.61	
	2/7/2019		13134400		1 RM 11X17 PAPER		
						\$75.98	
	2/7/2019	170	13135830		3 BX CLASP ENVELOPES/1 PK MECH PENCILS		
						\$37.41	
170232	2/14/2019		20181224	AMAZON.COM LLC	01/19 - ASTD OFFICE SUPPLIES		
						\$174.38	\$174.38
170261	2/14/2019	122	201094	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM		
						\$152.77	\$152.77
170168	2/7/2019	170	28349	ALLIED FLUID PRODUCTS CORP	100 FT 1"X1/8" VINYL TUBING		
						\$145.00	\$145.00

**UNION SANITARY DISTRICT  
CHECK REGISTER  
02/02/2019-02/15/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170213	2/7/2019	170	695	SABRE BACKFLOW INC	BACKFLOW CALIBRATION ACCURACY SERVICE	\$125.26	\$125.26
170243	2/14/2019	121	54101140	CINTAS CORPORATION	JACKET - K. TERRAZAS	\$122.51	\$122.51
170281	2/14/2019	113	8085070514	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$75.75	\$75.75
170196	2/7/2019	122	5825479	HOSE & FITTINGS ETC	1 F487TC-06-06-08-08-77.75	\$59.40	\$59.40
170253	2/14/2019	132	20190207	DAMIEN HOGUE	REIMB PRE-EMPLOYMENT LIVESCAN FEE	\$35.00	\$35.00
170258	2/14/2019	132	20190211	MICHAEL LOTHIAN	REIMB PRE-EMPLOYMENT LIVESCAN FEE	\$25.00	\$25.00
170238	2/14/2019	170	1778017	BUREAU VERITAS/ANALYSTS, INC.	1 LAB SAMPLE ANALYSIS	\$24.15	\$24.15
170276	2/14/2019	136	98XW53049	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/26/19	\$10.54	\$10.54
170223	2/7/2019	136	98XW53039	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/19/19	\$10.45	\$10.45
170254	2/14/2019	170	768520190128	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - JAN 2019	\$7.88	\$7.88

**Invoices:**

<b>Credit Memos :</b>	<b>0</b>	<b>-37,975.18</b>
<b>\$0 - \$1,000 :</b>	<b>137</b>	<b>1,148,077.60</b>
<b>\$1,000 - \$10,000 :</b>	<b>50</b>	<b>4,955,165.69</b>
<b>\$10,000 - \$100,000 :</b>	<b>18</b>	<b>440,483.12</b>
<b>Over \$100,000 :</b>	<b>4</b>	<b>742,972.93</b>
<b>Total:</b>	<b>209</b>	<b>1,387,891.72</b>

**Checks:**

<b>\$0 - \$1,000 :</b>	<b>55</b>	<b>20,303.42</b>
<b>\$1,000 - \$10,000 :</b>	<b>41</b>	<b>137,166.67</b>
<b>\$10,000 - \$100,000 :</b>	<b>20</b>	<b>481,508.34</b>
<b>Over \$100,000 :</b>	<b>4</b>	<b>748,913.29</b>
<b>Total:</b>	<b>120</b>	<b>1,387,891.72</b>





# Sewage release leads to closure of Monterey coastline

By [Tom Wright](#) | [twright@montereyherald.com](mailto:twright@montereyherald.com) | Monterey Herald

PUBLISHED: January 30, 2019 at 10:21 am | UPDATED: January 30, 2019 at 2:11 pm

MONTEREY — Officials closed the Monterey coastline from south of the Coast Guard Pier to Fisherman's Wharf on Tuesday after a sewage spill into the bay.

A blockage of a main sewer line caused a sewage overflow from a manhole, which went into a storm drain. The overflow was reported at 3 p.m. A crew from the city of Monterey responded to the site, cleared the blockage and cleaned up the sewage. The storm drain leads to the Breakwater Cove Marina in Monterey Bay.

Marni Flagg, the supervisor in Consumer Health Protection Services for Monterey County, said she was unsure of what caused the blockage. Approximately 1,500 gallons of sewage was released.

The area will remain closed until samples indicate the water is safe for contact based on state guidelines. Contact with contaminated water may cause gastroenteritis and other water-borne illnesses. Call 831-755-4599 or visit [mtyhd.org/beaches](http://mtyhd.org/beaches) for updates on Monterey Peninsula beaches.

Flagg said a water sample was taken Wednesday morning and the results will be back by late Thursday morning.

"The water ebbs and flows and mixes pretty well, especially if we're going to have a storm coming," Flagg said. "So it dilutes itself out rather quickly most of the time. The sampling will just confirm that it's not puddling right there by the outfall."

Flagg said she couldn't remember the last time sewage spilled into the bay in the Breakwater Cove Marina area. Last year, 2.8 million gallons of sewage spilled into Monterey Bay from Monterey One Water's wastewater treatment plant in Marina.



## Biosolids from treated sewage could be used as bricks

By Daniel T Cross on January 31, 2019

Answering the call of nature is, well, natural. The end result of going to the toilet regularly, however, is copious amounts of so-called biosolids, which is left after sewage sludge is treated.

In the U.S., a country of 330 million people, upwards of 7 million dry tons of biosolids are generated annually at the 16,500 or so municipal wastewater treatment facilities. In the E.U. another 9 million tons are produced. Of all that vast volume, about 55% is turned into fertilizers, but another 30% of these biosolids gained from sewage treatment is left unused, ending up in stockpiles where millions of tons of biosolids are stored.

A team of researchers from Australia's RMIT University has come up with a new use for these unused biosolids: turning them into bricks. Doing so would be "a practical and sustainable proposal for recycling all the leftover biosolids worldwide," they explain in a new study.

That way not only could leftover biosolids be put to good use, they argue, but we would also help reduce the environmental impacts of brick production.

“The annual production of 1,500 billion bricks globally requires over 3.13 billion cubic metres of clay soil — equivalent to over 1,000 soccer fields dug 440m deep or to a depth greater than three times the height of the Sydney Harbour Bridge,” the researchers explain. “Utilisation of only 15 percent of biosolids in brick production would reduce the carbon footprint of brick manufacturing whilst satisfying all the environmental and engineering requirements for bricks.”

If treated human feces, in the form of biosolids, are mixed into bricks with at contents of up to 25%, the resulting bricks have proved strong enough while at the same time biosolid-fortified bricks are more porous than traditional bricks, which makes them better as insulators by letting less heat escape.

Better yet: it requires less energy to fire a brick made with biosolid, which could lower carbon footprints from brick manufacturing. If 15% of biosolids were used in 15% of brick production worldwide, we could recycle all the 5 million tonnes of leftover biosolids produced each year in the U.S., the E.U., Australia, New Zealand and Canada, the researchers say.

“Using biosolids in bricks could be the solution to these big environmental challenges,” explains Abbas Mohajerani, an engineer at the university. “It’s a practical and sustainable proposal for recycling the biosolids currently stockpiled or going to landfill around the globe.”

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 25, 2019

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

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Gene Boucher, Human Resources Manager

**SUBJECT:** Agenda Item No. 8 - Meeting of February 25, 2019  
**Review and Consider Approval of Memorandum of Understanding Between Union Sanitary District and Service Employees International Union (SEIU), Local 1021**

**Recommendation**

Consider and approve the Memorandum of Understanding between the District and Service Employees International Union (SEIU), Local 1021.

**Background**

The District and Service Employees International Union, Local 1021, (SEIU) have met and negotiated a successor MOU. The attached MOU reflects the results of negotiations between the District and SEIU and represents a contract with the following provisions:

- **Effective dates – February 26, 2019 through December 31, 2022**
- Cost of Living Adjustments (COLA) will be based on CPI-U for the San Francisco, Oakland, San Jose areas from December to December each year with a minimum for 3.25% and a maximum of 4.5% and will occur in the pay period that includes March 1 each year.
- Increases to the medical cap (maximum the District will pay for health benefits for employees) will increase by 2% in 2019, 3% in 2020, 4% in 2021, and 4% in 2022.
- Life insurance for employees represented by SEIU will increase to \$50,000

- Equity adjustments for classifications below the market survey average will be brought up to the survey average upon ratification of contract.
- Deferred compensation matching for employees contributing to a 457 deferred compensation account will be matched annual for employees represented by SEIU, Local 1021 as follows:
  - 2019 - \$125 matching annually
  - 2020 - \$250 matching annually
  - 2021 - \$375 matching annually
  - 2022 - \$500 matching annually

The provisions of this Memorandum of Understanding between the District and members of SEIU, Local 1021 has been voted on, and accepted by the members of SEIU.

**Attachments**

- Redlined Memorandum of Understanding between the District and Service Employees International Union, Local 1021
- Final Memorandum of Understanding between the District and Service Employees International Union, Local 1021

# Memorandum of Understanding



June 6, 2013 February 26, 2019 - August 31,  
2016 December 31, 2022

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2/25/2019

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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-Milius-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.

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## 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, restraining, coerces, or discriminated against by the District or by any employee organization because of exercising these rights.

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 Union Rights

A. The District agrees to withhold union dues from all union members at an amount to be determined by SEIU 1021 and communicated to the District annually.

B. The District will provide SEIU 1021 designated representatives with a list of scheduled New Employee Orientation dates as far in advance as possible.

C. The District will provide SEIU 1021 with a list of new employees, who are represented by SEIU, Local 1021, and are schedule to attend the New Employee Orientation session. This information will be provided to SEIU 1021 as far in advance as possible. The list will include the following:

- a. Employee's Name
- b. Classification/Job Title
- c. Start Date

D. SEIU 1021 will be permitted to meet separately with newly hired employees represented by SEIU, Local 1021, and make a presentation to the employee regarding Union membership.

E. The District will provide space for the Union representative to meet with the new employee during the New Employee Orientation process.

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F. A Union designee, who is limited to Union Representatives, Union Board Members, Chapter President, and Shop Stewards shall conduct the New Employee Orientation presentations covered under this agreement. Only one employee will be granted release time to present at each New Employee Orientation meeting. Release time requests must be made by the Union no later than 12:00 p.m., three (3) days before the scheduled New Employee Orientation. The parties agree to allow designees to be granted release time, including reasonable time for travel, to present at the New Employee Orientation.

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G. SEIU 1021 agrees to provide the District, on a quarterly basis (in January, April, June and September of each year), a certified list of members and a statement that the Union has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that SEIU 1021 shall indemnify the District from any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

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H. The parties agree that SEIU 1021 will furnish a copy of signed authorization forms of new employees during the onboarding process to payroll so that payroll can maintain a proper audit trail.

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I. The parties agree that the District will provide a list of all bargaining unit members on record every 90 days. The list shall be provided to the Union membership department, and include the following information to the extent it is in the District's possession:

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a. Name

b. Classification/Job Title

c. Work Address

d. Work phone number

e. Work email address

f. Mailing address

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J. The parties agree that District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

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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. SEIU 1021 SEIU 1021 SEIU 1021 SEIU 1021 SEIU 1021 SEIU 1021 SEIU 1021

## 2.3 Hold Harmless

Service Employees International Union, Local 1021 shall indemnify and hold harmless the District, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action resulting from this provision.

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~~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 Union Rights provisions.~~

~~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

~~Service Employees International Union, 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:~~

- ~~A. No employee representative shall leave his/her duty or work station or assignment without specific approval of the employee's coach or workgroup manager.~~
- ~~B. 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 circumstance.~~

~~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

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~~June 6, 2014~~ February 26, 2019~~3~~ – August 31, 2016 December 31, 2022

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:

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- 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-nine (96) months with three (3) informal check-ins, two (2) prior to six (6) months, and one (1) prior to the end of the eighth (8<sup>th</sup>) month. 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 ~~behave a formal evaluation~~ at ~~six-three (63) and nine-five (95) months of employment.~~ If the employee is not provided a performance expectation plan and ~~an~~ evaluations ~~does~~ not occur, the probationary period will not be extended. The Union will be provided notice of any probationary period extension.

Each workgroup will assess the probationary period of their new employee at five (5) months. A joint group of two (2) classified, with direct knowledge of position and person and two (2) unclassified members from the workgroup will determine if a six (6) month probationary period is sufficient, or if the full nine (9) months is required. If the group cannot reach consensus then the Workgroup Manager will make the final decision.

The nine (9) month probationary period will be evaluated after three (3) years to determine effectiveness and may be continued or modified as recommended by a Joint Labor-Management Task Force and approved by side letter agreement.

Probationary employees may use any Sick or Holiday of Employee Choice (HEC) hours granted and vacation leave as accrued.

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.

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**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.

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- 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

- 5.2(a) Salary increases for the term of this MOU will be based upon the Consumer Price Index for All Urban Consumers (CPI-U) on the December to December average. The range for the cost of living adjustments (COLA's) will be 3.25% (Minimum) to 4.5% (Maximum).

- 5.2(b) Salary adjustments will take place each year during the pay period that includes March 1.

- 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 Equity Adjustments

- 5.3(a) The following classification will receive a salary equity adjustment to reach the Classified USD Compensation Goal for this contract. The USD Compensation Goal for this contract is defined as the value of half way between the top salary and the average salary as determined by the Salary Survey of Journey-level classifications.

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Positions identified as needing an equity adjustment will receive their adjustment upon ratification of the contract.

<u>Classification</u>	<u>Total Adjustment</u>
<u>Collection System Worker 1</u>	<u>4.37%</u>
<u>Collection System Worker 2</u>	<u>4.37%</u>
<u>Lead Collection System Worker</u>	<u>4.37%</u>
<u>Collection Services Trainer</u>	<u>4.37%</u>
<u>Mechanic 1</u>	<u>1.52%</u>
<u>Mechanic 2</u>	<u>1.52%</u>
<u>Planner Scheduler 1</u>	<u>1.52%</u>
<u>Planner Scheduler 2</u>	<u>1.52%</u>
<u>Plant Operator 2</u>	<u>1.56%</u>
<u>Plant Operator 3</u>	<u>3.68%</u>
<u>PO Trainer</u>	<u>3.68%</u>

Janitor, Painter, and Utility Worker shall be attached to the Mechanic 2 salary by the percent difference as of March 2018 Salary Schedule.

#### 5.4 Cogen Mechanic

The District and the Union agree to establish a taskforce and continue to meet and confer over compensation for Cogen Mechanics with the following provisions:

1. The Taskforce will consist of the following:
  - a. Two (2) FMC mechanics that are trained and/or have worked on the current Cogen engines and the Union President.
  - b. Two (2) management personnel and the HR Manager.
2. The group will review and consider the following:
  - a. The amount of time spent working on the Cogen engines per year.
  - b. Salary survey of comparable positions using the agencies from the 2017 salary survey.
  - c. Frequency of overtime to work on and/or support the Cogen engines.
  - d. Staffing levels.
  - e. Qualifications.
  - f. Knowledge, skills, and Abilities (KSA's).
  - g. Working conditions.
  - h. Frequency of hours spent outside normal working hours.
3. The intent is that a mutually agreeable solution will be based upon the above topics, but not be limited to the above, if appropriate.
4. The taskforce will develop options and come to a mutually agreeable solution.
5. In the interim, FMC Mechanics will be paid \$4.00 per hour while performing the work on the Cogen engines. This \$4.00 per hour while performing work shall remain in place until a side letter is approved by Union Membership and the Board of Directors.

#### 5.5.3 Alternate CompensationInnovation and Goals Program

- 5.5.3(a) The current programs will remain in place through June 30, 2013. Effective July 1, 2013, The District will allocate \$35,000 per fiscal year to fund the alternate compensationInnovation and Goals 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(e).

- 5.5.3(b) A joint labor-management task force will be formed to review and revisecreate rules for the Alternate CompensationInnovation and Goals Program. Revisions to tThe program will be made consistent with the guidelines provided by the Negotiating Team.

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

- ~~5.53~~(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.

#### **5.64 Plant Operator Salary Progression**

~~5.64(a) – 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.

~~5.64(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.

~~5.6(c)~~ Plant Operator Trainees are exempted from section 5.1(b).

#### **~~5.75~~ 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.

#### **5.8 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.

#### **5.9 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:

~~5.97(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. Qualified back up CS Lead Workers and Planner/Scheduler employees shall be paid ten percent (10%) above the employee's normal hourly rate when performing the work, but in no case greater than Step 5 of the higher-paid position or vacancy currently being filled.

~~5.97(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.

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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.

- 5.27(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)	
<u>NASSCO ***</u>	<u>\$225</u>	<u>\$225 (every 3 years)</u>	

\* 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.

\*\*\*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

#### 5.10 Team Coordinator Pay

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**5.108(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.

**5.108(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.

**5.108(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.

**5.119 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.

**5.12 Early Step Increase**

**5.120(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.

**5.13 Shift Differential**

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

**5.134(a)** Employees working a swing shift will be paid a shift differential of 5% of employee's hourly salary.

**5.134(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%.

**5.134(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.

**5.134(d)** Employees regularly assigned to a shift shall be paid shift differential while on vacation or jury duty.

**5.134(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.

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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.

#### 5.14 Paycheck Distribution

**5.14(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.

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

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

**5.14(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.

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- 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.

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- 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. An employee may work greater than 16 hours when approved by District management. Employee must notify District management as soon as possible but no later than 2 hours before reaching the 16-hour mark.~~
- ~~2. Commercial drivers assigned driving duties shall not be scheduled to operate a commercial vehicle more than 12 hours and may not operate a commercial vehicle more than 16 hours.~~
- ~~2. An employee must be given a minimum 9-hour rest period between shifts.~~
- ~~3. An employee must be given a minimum 9-hour rest period between shifts. This provision excludes TPO Operators which require an 8-hour minimum rest period.~~

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

- ~~1. 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.~~
- ~~2. 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.~~
- ~~3. 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.~~
- ~~4. 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.~~
- ~~5. 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, or AWIP leave to complete a full shift.~~

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~~6. Employees will receive shift differential in addition to the above.~~

- ~~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 the unscheduled work within 7 hours of his/her scheduled shift, the employee will be provided with a 9-hour rest period before their next work assignment. 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 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 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.

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

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~~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 from the end of your scheduled shift and the 16-hour mark. Any work in excess of 16 hours is paid at a rate of two (2) times the straight time regular rate.

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- 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. Flex Time is eliminated to ensure compliance with labor law. All employees will receive an additional 10 hours to their Holiday of Employee's Choice (HEC) bank due to the elimination of Flex Time. Upon contract adoption, the employee's Flex leave will be converted to vacation leave. If vacation balance is at the maximum limit, the Flex hours will be cashed out.~~
- 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.

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## **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~~ Eligible ITEs that ~~are~~ is on

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call for two weeks or more within two pay periods will receive one (1) hour of vacation credit per day of on-call for the second week. Eligible ITEs may split an on-call week.

- 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~~ given the option to be assigned to carry a pager, or provide two (2) numbers they can be immediately reached at 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, or have provided two (2) phone numbers they can be reached immediately at 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.

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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~~ 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	2018 <del>3/14</del> 9	2014 <del>9/15</del> 20	2015 <del>20/1</del> 621	2016 <del>21/1</del> 722
Independence Day	<del>07/04/13</del>	<del>07/04/19</del> 7/04/14	<del>07/03/20</del> 7/03/15	<del>07/05/21</del> 7/04/16
Labor Day	<del>09/02/13</del>	<del>09/02/19</del> 9 / 0 / 1 / 1 / 4	<del>09/07/20</del> 9 / 0 / 7 / 1 / 5	<del>09/06/21</del>

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~~June 6, 2014~~ ~~February 26, 2019~~ – ~~August 31, 2016~~ December 31, 2022

Holiday	2018 <del>3/14</del> 9	2014 <del>9/15</del> 20	2015 <del>20/1</del> 621	2016 <del>21/1</del> 722
Thanksgiving Day	<del>11/28/13</del>	<u>11/28/19</u> 1 1 2 7 1 1 4	<u>11/26/20</u> 1 1 2 6 1 1 5	<u>11/25/21</u>
Day After Thanksgiving	<del>11/29/13</del>	<u>11/29/19</u> <del>1/28/14</del>	<u>11/27/20</u> <del>1/27/15</del>	<u>11/26/21</u>
Christmas Eve	<del>12/24/13</del>	<u>12/24/19</u> 2 1 2 4 1 1 4	<u>12/24/20</u> 2 1 2 4 1 1 5	<u>12/23/21</u>
Christmas Day	<del>12/25/13</del>	<u>12/25/19</u> 2 1 2 5 1 1 4	<u>12/25/20</u> 2 1 2 5 1 1 5	<u>12/24/21</u>
New Year's Eve	<del>12/31/13</del>	<u>12/31/19</u> 2 1 3 1 1 1 4	<u>12/31/20</u> 2 1 3 1 1 1 5	<u>12/30/21</u>
New Year's Day	<del>01/01/14</del>	<u>01/01/20</u> 1 1 0 1 1 1 5	<u>01/01/20</u> 1 1 0 1 1 1 6	<u>12/31/21</u>
M.L. King's Birthday	<del>01/20/14</del>	<u>01/20/20</u> <del>1/19/15</del>	<u>01/18/21</u> <del>1/18/16</del>	<u>01/17/22</u>
Presidents' Day	<del>02/17/14</del>	<u>02/17/20</u> 2 1 1 6 1 1 5	<u>02/15/21</u> 2 1 1 5 1 1 6	<u>02/21/22</u>

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~~June 6, 2014~~ ~~February 26, 2019~~ – ~~August 31, 2016~~ December 31, 2022

Holiday	2018/14 9	2019/15 20	2020/16 621	2021/17 722
Memorial Day	<del>05/26/14</del> 5 / 2 7 / 1 9	<del>05/25/20</del> 5 / 2 5 / 1 5	<del>05/31/21</del> 5 / 3 5 / 1 6	<del>05/30/22</del>

#### 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 ~~46~~ 26 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing the previous allotment from 16 hours to 26 hours per fiscal year.

## 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	2018/19 013/14	2019/20 15	2020/21 16	2021/22 17
Independence Day	<del>07/04/13</del>	<del>07/04/19</del> 07/04/14	<del>07/03/20</del> 07/03/15	<del>07/05/21</del> 07/05/16
Labor Day	<del>09/02/13</del>	<del>09/02/19</del> 09/02/14	<del>09/07/20</del> 09/07/15	<del>09/06/21</del>
Thanksgiving Day	<del>11/28/13</del>	<del>11/28/19</del> 11/28/14	<del>11/26/20</del> 11/26/15	<del>11/25/21</del>
Day after Thanksgiving	<del>11/29/13</del>	<del>11/29/19</del> 11/29/14	<del>11/27/20</del> 11/27/15	<del>11/26/21</del>
Christmas Day	<del>12/25/13</del>	<del>12/25/19</del> 12/25/14	<del>12/25/20</del> 12/25/15	<del>12/24/21</del>
New Year's Day	<del>01/01/14</del>	<del>01/01/20</del> 01/01/15	<del>01/01/21</del> 01/01/16	<del>12/31/21</del>
Memorial Day	<del>05/27/19</del> 0 5 / 2 6 / 1 4	<del>05/25/20</del> 5 / 5	<del>05/31/21</del> 0 / 6	<del>05/30/22</del>

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**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~~ **58** 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing previous allotment from 48 hours to 58 hours per fiscal year.

**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.~~

**9.3.2 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.

**9.4.3 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 rate plus fifteen (15) days.

**9.5.4 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.

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**9.69.5 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.

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**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~~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~~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)thirty-six (36) 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. A physician must complete the FMLA/CFRA paperwork and excuse the employee from work.

**10.3(b)** 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. Catastrophic Leave Bank usage outside of an approved FMLA case will be subject to attendance policy (#5110).~~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.~~

**10.3(c)** If an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank, they may access those hours immediately once the event is deemed FMLA/CFRA qualifying. Section 10.2(a) does not pertain to these individuals.

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**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 use two (2) hours from their Catastrophic Leave Bank with every one (1) hour from their earned leaves or leave without pay at the discretion of the employee. (See Policy # 5640 FMLA/CFRA for maximum number of hours available for bonding leave.) 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 At Work Hours Incentive Program**

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

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- 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 their 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	<del>\$1,000</del> \$800
13-24	<del>6</del> 8 hours + \$375 <del>00</del>	<del>\$600</del> \$750
<del>25-32</del> 6	4 hours + \$250	<del>\$5400</del>
<del>37-40</del>		<del>\$250</del>

~~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
<del>0-12</del>	<del>\$800</del>
<del>13-24</del>	<del>\$500</del>
<del>25-36</del>	<del>\$250</del>

~~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.

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## 12.5 Life Insurance

Each eligible District employee will receive a ~~\$25,000~~ \$50,000 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 <del>01/01/42/2</del> <u>6/201996/1</u> <u>9/43</u>	Effective <del>01/01/204/</del> <u>1/14</u>	Effective <del>01/01/4\$21</del>	Effective <del>01/01/4622</del>
Employee only	<del>\$1,087.98\$</del> <u>868.35</u>	<del>\$1,120.62\$</del> <u>911.77</u>	<del>\$1,165.45\$</del> <u>948.24</u>	<del>\$1,212.07\$</del> <u>986.17</u>
Employee + 1	<del>\$2,141.73\$</del> <u>1709.40</u>	<del>\$2,205.99\$</del> <u>1794.87</u>	<del>\$2,294.23\$</del> <u>1866.66</u>	<del>\$2,386.00\$</del> <u>1941.33</u>
Employee+ Family	<del>\$2,633.75\$</del> <u>2102.10</u>	<del>\$2,712.76\$</del> <u>2207.21</u>	<del>\$2,821.28\$</del> <u>2295.49</u>	<del>\$2,934.13\$</del> <u>2387.31</u>

**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.

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**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. The District will match an employee's contributions to their deferred compensation account up to the amount indicated in the table below on an annual basis. An employee must make contributions in the same amount as the District's match to be eligible. Matching amounts are the maximum annual amount of the District's contributions.

<u>Calendar Year</u>	<u>Matching Contribution by District</u>
<u>2019</u>	<u>\$125</u>
<u>2020</u>	<u>\$250</u>
<u>2021</u>	<u>\$375</u>
<u>2022</u>	<u>\$500</u>

**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.

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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**

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- 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, ~~step-parent~~, spouse, registered domestic partner, child, child of a domestic partner, brother, sister, grandparent, ~~aunt, or uncle, or parent~~ the-in-laws of the previous listed classifications, 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 ~~thirty-six~~ ~~twenty-four~~ (3624) 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~~ ~~thirty-six~~ (3624) 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

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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.

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- 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

- (a) Hiring "In-Kind" – Hiring in the same way or with something similar, follow Attachment A.  
(a)(b) Hiring for a new or substantially different position, follow the meet & confer process.

### 19.2 Filling Administrative Specialist II Positions

The procedure for filling an Administrative Specialist II position appears below.

1. Transfer requests are not subject to the Recruitment and Selection 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.
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. An Administrative Specialist II 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 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 Workgroup 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 nine 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 probationary period, the Administrative Specialist II may be returned to the previous job (pending 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.
- 4-6. 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.

## 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, ideally subject matter experts who know the work. If there are no subject matter experts available, the District may provide input on qualification/criteria for the selection of the joint group. The Union retains the right to select the 2 classified joint group members. The joint group may mutually agree to change the composition of the panel. 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

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~~appropriate; and a Human Resources professional, unless the parties mutually agree to change the composition of the panel.~~

For the Casual Receptionist position, a permanent ~~Recommendation to establish the joint group in advance.~~ The group would be established for all such recruitments. The permanent joint group would consist of the current or former receptionist, one TS Administrative Specialist (AS), the TS CST Coach and the TS Work Group Manager. The AS would be selected by TS management based on workload.

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**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.~~

~~Qualified employees not already on the useable list may take the test one time per recruitment.~~

~~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. For the Casual Receptionist position, if a useable list exists, skip Step #2, and go to Step #4.~~

**Step #3:** ~~If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the joint 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 comprise the QAI panel, unless the joint group agrees to alternates, 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.~~

~~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.~~

~~For the Casual Receptionist position, if no useable list exists, the permanent joint group identified in Step #1 shall be the joint group to work with Human Resources on the recruitment. At the QAI, the panel will rank the candidates for filling positions.~~

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**Step #4:** ~~The joint group will select, and may participate in, a team 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 joint group and hiring 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 scored testing components are within a five percent (5%) range of each other.~~

~~Note: Scored testing components generally consist of the written examination, performance test, and QAI.~~

~~For the Casual Receptionist position, if a useable list exists, candidates will be invited to the Hiring Interviews in order of ranking.~~

~~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,"~~

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~~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.

For the Casual Receptionist position, the hiring manager will make the selection decision and notify the joint group via email.

**Step #7:** ~~Human Resources will meet with the joint group to debrief the hiring process. 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.~~

For the Casual Receptionist, no debrief meeting will be held.

## 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

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**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"**

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- 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

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**23.3(f)** For employees who retire from the District on or after July 1, 2017, 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	\$400
Employees with fifteen (15) but less than twenty (20) years of District service	\$500
Employees with more than twenty (20) years of District service	\$600

**23.3(g)** For employees who retire from the District on or after July 1, 2019, 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	\$425
Employees with fifteen (15) but less than twenty (20) years of District service	\$525
Employees with more than twenty (20) years of District service	\$625

**23.3(h)** For employees who retire from the District on or after July 1, 2021, 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	\$450
Employees with fifteen (15) but less than twenty (20) years of District service	\$550
Employees with more than twenty (20) years of District service	\$650

**23.3(i)** 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.

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**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. The following is a minimum, with the exception of the Maintenance Assistant. Management may allocate additional uniforms based on need.

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

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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	115 sets, 2 regular jackets, 1 winter jacket
Maintenance Assistant	<del>3 coveralls</del> Up to 11 depending upon schedule.

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

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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)–(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.

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- 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 cent~~ ten cents (\$0.10) 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.

Type of Disciplinary Action	Years to be retained in Personnel File
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

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### 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. For a Temporary Receptionist, refer to Attachment TBD

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### 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

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**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

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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.

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- 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.

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**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~~ December 31, 2022 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 Employees International Union, Local 1021

Union Sanitary District

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By:

Mohammad Ghoury  
Union Negotiator

By:

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

By:

Ossee Desmangles  
SEIU, Local 1021 Business Rep

By:

Gene Boucher  
Human Resources Manager

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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>St. Andrew Morrison</u>	St. Andrew Morrison Collection Services Manager
By: <u>Andrew Baile</u>	Andrew Baile Steward	By: <u>Rollie Arbolante</u>	Rollie Arbolante Customer Service Coach
By: <u>Allen Tarnowski</u>	Allen Tarnowski 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

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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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Description					
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

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Attachment A2

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**2014 Salary Schedule I**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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**2014 Salary Schedule I**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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Storekeeper	2	37.4543	39.3271	41.2934	43.3581	45.5260
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Attachment A3

2015 Salary Schedule I

Description	Grade	Step-1	Step-2	Step-3	Step-4	Step-5
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 & Intergovernmental Relations Coordinator		44.5742	46.8028	49.1430	51.6001	54.1801
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

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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**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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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

Description	Grade	Step-1	Step-2	Step-3	Step-4	Step-5
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

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<del>EC Specialist/Outreach</del>		<del>47.1586</del>	<del>49.5165</del>	<del>51.9923</del>	<del>54.5919</del>	<del>57.3215</del>
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**

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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

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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~~

Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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		43.7982	44.4880	45.2124	45.9731	46.7718
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

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Attachment A6

~~—2014 Salary Schedule II~~

<del>Description</del>	<del>Grade</del>	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>	<del>Step 5</del>
<del>Assistant Storekeeper</del>		<del>28,199.1</del>	<del>29,613.2</del>	<del>31,058.2</del>	<del>32,626.9</del>	<del>34,289.8</del>
<del>Collection System Worker</del>	<del>1</del>	<del>32,287.1</del>	<del>33,274.9</del>	<del>34,248.7</del>	<del>35,416.9</del>	<del>36,432.6</del>
<del>Environmental Compliance Inspector</del>	<del>1</del>	<del>32,942.7</del>	<del>34,638.6</del>	<del>36,334.8</del>	<del>38,164.0</del>	<del>40,046.9</del>
<del>Environmental Compliance Inspector</del>	<del>2</del>	<del>37,061.3</del>	<del>38,969.5</del>	<del>40,877.3</del>	<del>42,935.6</del>	<del>45,053.7</del>
<del>Fleet Mechanic</del>	<del>2</del>	<del>39,836.3</del>	<del>41,064.8</del>	<del>42,400.9</del>	<del>43,829.0</del>	<del>45,242.0</del>
<del>Instrument Tech/Electrician</del>		<del>43,623.7</del>	<del>45,042.9</del>	<del>46,560.2</del>	<del>48,060.9</del>	<del>49,757.8</del>
<del>Maintenance Assistant</del>		<del>44,281.1</del>	<del>44,995.1</del>	<del>45,744.9</del>	<del>46,532.1</del>	<del>47,358.8</del>
<del>Mechanic</del>	<del>1</del>	<del>35,982.9</del>	<del>37,092.7</del>	<del>38,299.6</del>	<del>39,589.5</del>	<del>40,865.8</del>
<del>Mechanic</del>	<del>2</del>	<del>40,301.0</del>	<del>41,543.7</del>	<del>42,895.6</del>	<del>44,340.6</del>	<del>45,769.9</del>
<del>Plant Operator</del>	<del>3</del>	<del>43,754.3</del>	<del>45,036.2</del>	<del>46,409.8</del>	<del>47,911.6</del>	<del>49,486.8</del>
<del>Receptionist</del>		<del>25,369.0</del>	<del>26,637.4</del>	<del>27,969.1</del>	<del>29,367.0</del>	<del>30,834.5</del>
<del>Storekeeper</del>	<del>2</del>	<del>37,454.4</del>	<del>39,327.1</del>	<del>41,293.5</del>	<del>43,358.3</del>	<del>45,526.0</del>

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**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		44.7810	45.5199	46.2959	47.1107	47.9663
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		26.2569	27.5697	28.9481	30.3948	31.9137
Storekeeper	2	38.7653	40.7036	42.7387	44.8758	47.1194

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Attachment A8

—2016 Salary Schedule H

Description	Grade	Step-1	Step-2	Step-3	Step-4	Step-5
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		45.2983	46.0631	46.8663	47.7096	48.5952
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

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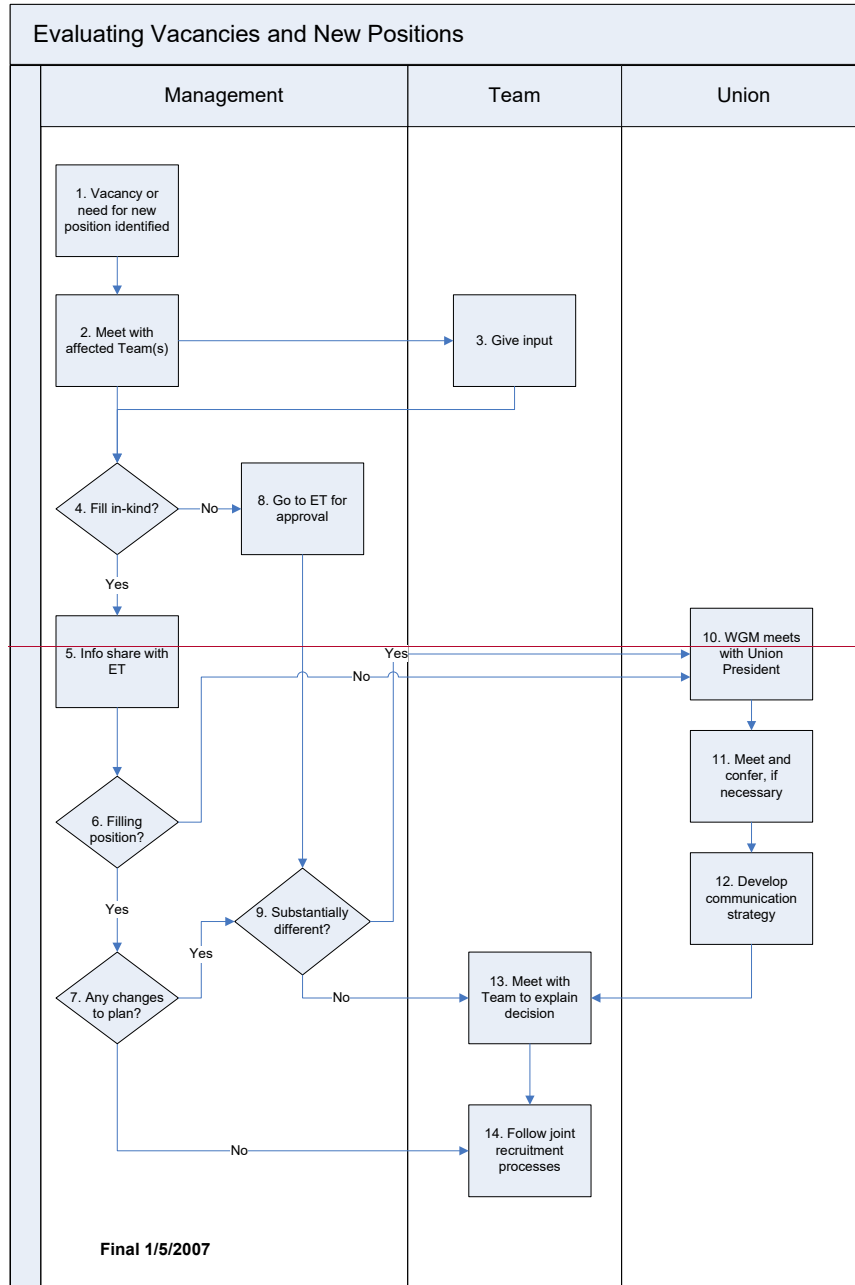
~~June 6, 2014~~February 26, 2019 – ~~August 31, 2016~~ December 31, 2022

**Evaluating Vacancies Flowchart**

**Attachment B**

Desk Item #8  
2/25/2019

~~June 6, 2014~~ February 26, 2019<sup>3</sup> – August 31, 2016 December 31, 2022



### Steps for Evaluating Vacancies

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~~June 6, 2014~~ February 26, 2019 – ~~August 31, 2016~~ December 31, 2022

- ~~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.~~

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Agreement between Union Sanitary District and SEIU, Local 1021

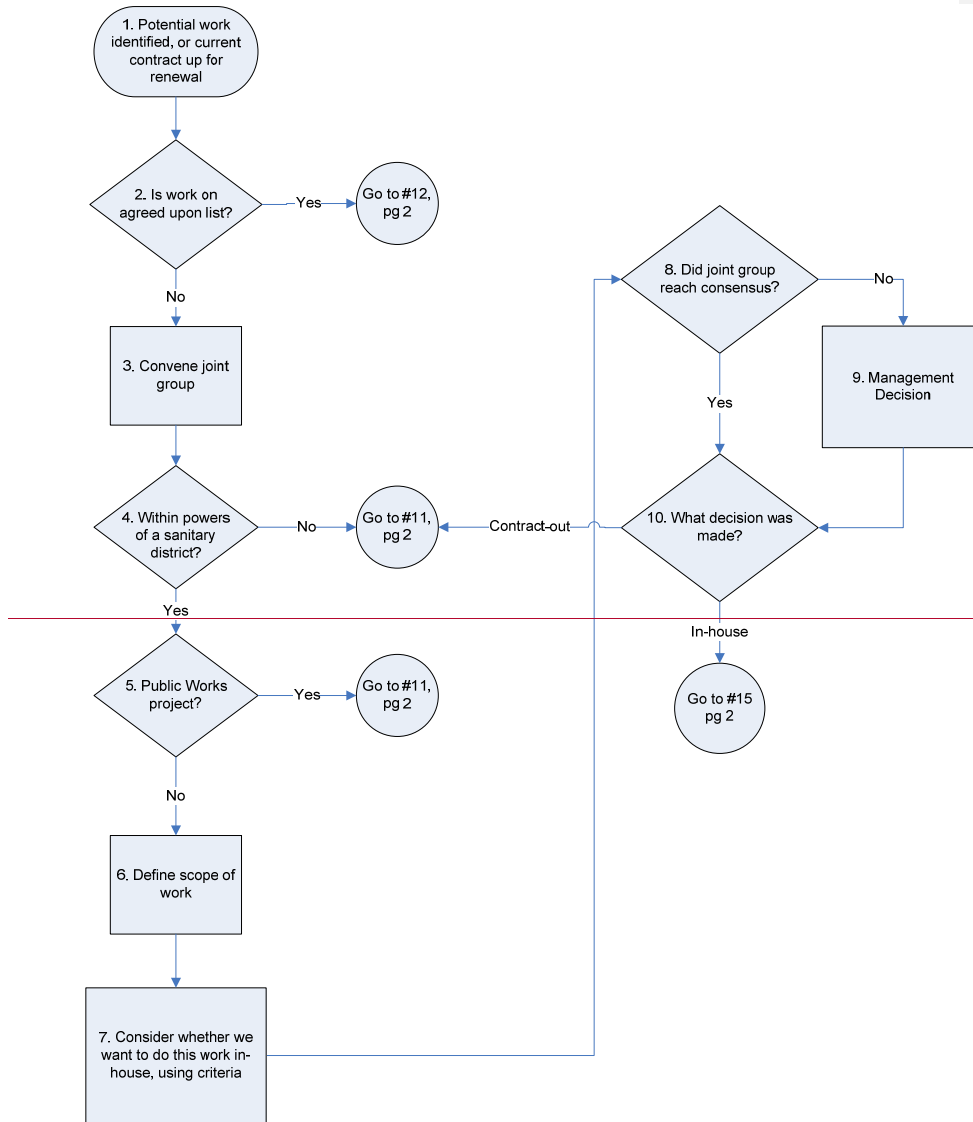
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~~Attachment C~~

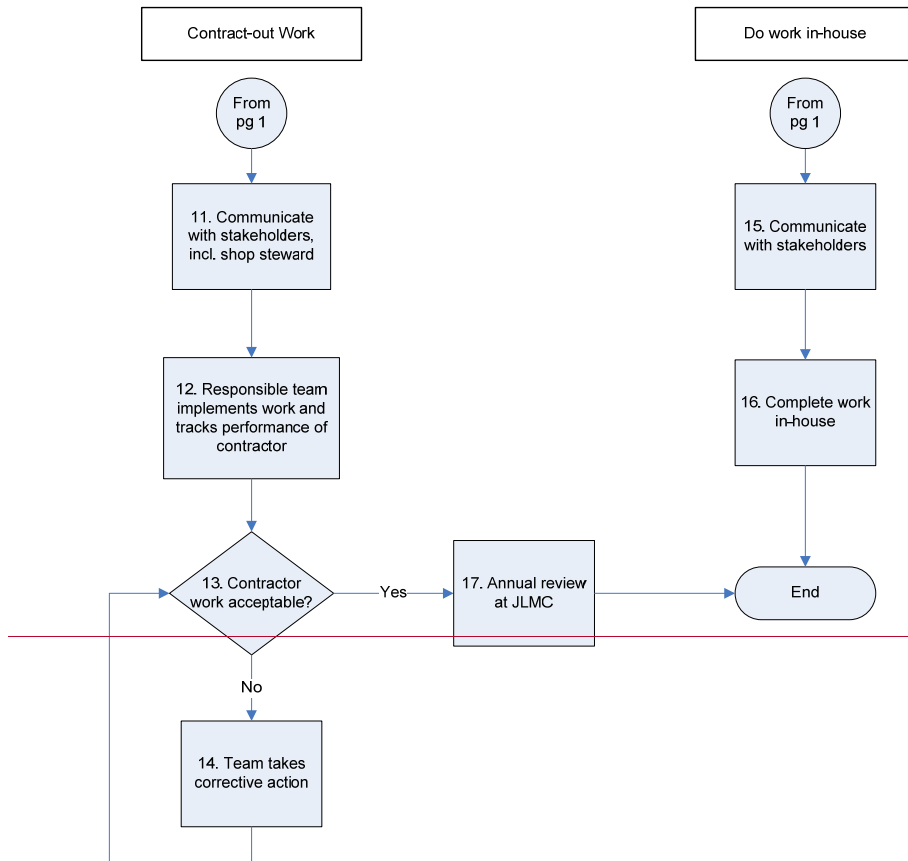
### ~~Contract Work Flowchart~~

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Final 1/23/2007

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**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.~~

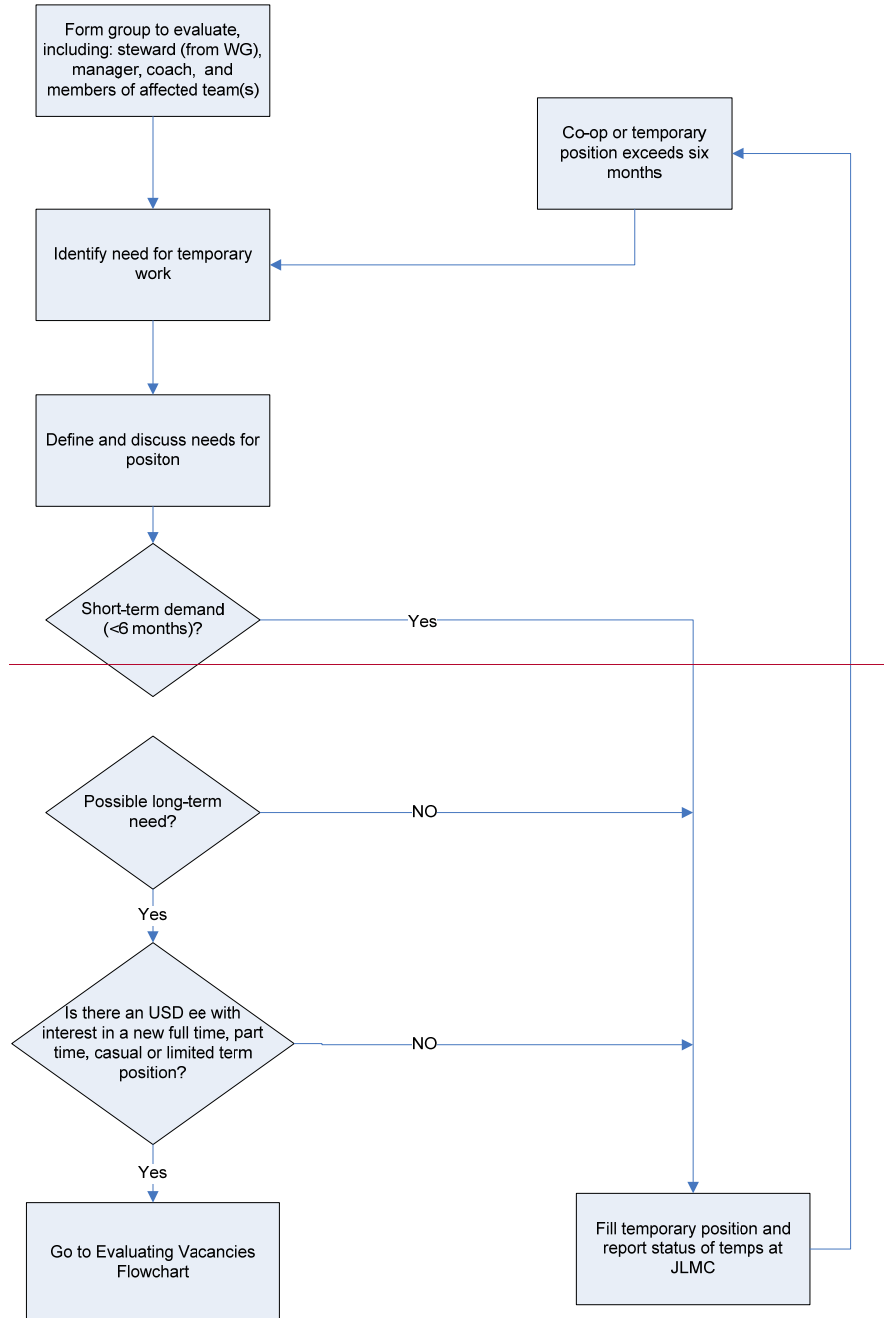
Desk Item #8  
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~~June 6, 2014~~February 26, 2019 – ~~August 31, 2016~~ December 31, 2022

**~~Temporary Work Flowchart~~**

**~~Attachment D~~**

Desk Item #8  
2/25/2019



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**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.~~

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2/25/2019

~~June 6, 2014~~ February 26, 2019 ~~3~~ – August 31, 2016 December 31, 2022

**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:



Date: 12/16/2013

For The Union:



Date: 12/16/13

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2/25/2019

Attachment-G

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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

  
Judy Bergon

Date: 4/16/14

FOR SEIU LOCAL 1021

  
Mohamed Sherry

Date: 4/16/14

Desk Item #8  
2/25/2019

Attachment H

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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

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2/25/2019

Agreement between Union Sanitary District and SEIU, Local 1021

~~June 6, 2014~~February 26, 2019 – ~~August 31, 2016~~ December 31, 2022

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2/25/2019



Attachment I

**SIDE LETTER OF AGREEMENT**  
**REGARDING**  
**MEMORANDUM OF UNDERSTANDING EXTENSION**  
**BETWEEN**  
**UNION SANITARY DISTRICT**  
**AND**  
**SEIU LOCAL 1021**

September 10, 2015

Representatives for the Union Sanitary District (District) and representatives for SEIU Local 1021 (Union) have met and mutually agreed to the following modifications of the Memonandum of Understanding between bewteen the District and the Union.

**Section 39 Duration**

This MOU shall be in full force through August 31, 2018 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.

**Section 5.2 Salary Increases**

- e) Effective March 1, 2017, there will be a 3.5% cost of living increase in all steps of all classifications.
- f) Effective March 1, 2018, there will be a 3.5% cost of living increase in all steps of all classifications.

**Section 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 1/1/17	Effective 1/1/18
Employee only	\$ 1,025.62	\$ 1,066.65
Employee + 1	\$ 2,018.98	\$ 2,099.74
Employee+ Family	\$ 2,482.80	\$ 2,582.11

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**Section 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.

**Section 23.3(f)** For employees who retire from the District on or after July 1, 2017, 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	\$400
Employees with fifteen (15) but less than twenty (20) years of District service	\$500
Employees with more than twenty (20) years of District service	\$600

**Section 23.3(g)** 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.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Approved and Accepted

Date: 9/16/2015

For the SEIU Local 1021

By: Jamie Rojo  
President

By: Mohammad Ghoury  
Vice President

By: Greg Cross  
Greg Cross  
Field Representative

For the DISTRICT

By: Paul R. Eldredge  
Paul Eldredge  
General Manager/District Engineer

By: Glenn Berkheimer  
Glenn Berkheimer  
IEDA

**SECTION 8 — HOLIDAYS**

Desk Item #8  
2/25/2019

## 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	2017/18	2018/19
Independence Day	07/04/13	07/04/14	07/03/15	07/04/16	07/04/17	07/04/18
Labor Day	09/02/13	09/01/14	09/07/15	09/05/16	09/04/17	←
Thanksgiving Day	11/28/13	11/27/14	11/26/15	11/24/16	11/23/17	←
Day After Thanksgiving	11/29/13	11/28/14	11/27/15	11/25/16	11/24/17	←
Christmas Eve	12/24/13	12/24/14	12/24/15	12/23/16	12/25/17	←
Christmas Day	12/25/13	12/25/14	12/25/15	12/26/16	12/26/17	←
New Year's Eve	12/31/13	12/31/14	12/31/15	12/30/16	01/01/18	←
New Year's Day	01/01/14	01/01/15	01/01/16	01/02/17	01/02/18	←
M.L. King's Birthday	01/20/14	01/19/15	01/18/16	01/16/17	01/15/18	←
Presidents' Day	02/17/14	02/16/15	02/15/16	02/20/17	02/19/18	←
Memorial Day	05/26/14	05/25/15	05/30/16	05/29/17	05/28/18	←

### 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	2017/18	2018/19
Independence Day	07/04/13	07/04/14	07/04/15	07/04/16	07/04/17	07/04/18
Labor Day	09/02/13	09/01/14	09/07/15	09/05/16	09/04/17	←
Thanksgiving Day	11/28/13	11/27/14	11/26/15	11/24/16	11/23/17	←
Day after Thanksgiving	11/29/13	11/28/14	11/27/15	11/25/16	11/24/17	←
Christmas Day	12/25/13	12/25/14	12/25/15	12/25/16	12/25/17	←
New Year's Day	01/01/14	01/01/15	01/01/16	01/01/17	01/01/18	←
Memorial Day	05/26/14	05/25/15	05/30/16	05/29/17	05/28/18	←

### 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

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~~June 6, 2014~~February 26, 2019 – ~~August 31, 2016~~ December 31, 2022

~~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.~~

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2016 Salary Schedule 1						
Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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 (Schedule 2 Only)	1	34.5868	35.6449	36.6880	37.9395	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
Collection Services Trainer		40.7934	42.8331	44.9747	47.2234	49.5846
Collection System Worker	XL					45.0770
Communications & Intergovernmental Relations Coordinator		46.1343	48.4409	50.8630	53.4061	56.0764
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

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EC Outreach Representative		44.0734	46.2771	48.5910	51.0205	53.5715
EC Specialist/Outreach Coordinator		47.1586	49.5165	51.9923	54.5919	57.3215
<b>2016 Salary Schedule 1</b>						
<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>
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
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	42.6127	45.7934	48.0830	50.4872	53.0115

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Plant Operator (Schedule 2 only)	3	46.8707	48.2439	49.7153	51.3241	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
2016 Salary Schedule 1						
Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
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
Storekeeper (Schedule 2 only)	2	40.1221	42.1282	44.2346	46.4465	48.7686

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2017 Salary Schedule 1						
Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	1	37.7592	39.6472	41.6296	43.7110	45.8966
Accountant	2	41.5353	43.6121	45.7927	48.0823	50.4864
Accounting Technician	1	32.9077	34.5531	36.2807	38.0948	39.9995
Accounting Technician	2	36.1982	38.0081	39.9085	41.9039	43.9991
Accounting Technical Specialist		40.7230	42.7592	44.8971	47.1420	49.4991
Administrative Specialist	1	32.1656	33.7738	35.4625	37.2357	39.0974
Administrative Specialist	2	33.8584	35.5513	37.3289	39.1953	41.1951
Collection System Worker	1	33.2318	34.8934	36.6380	38.4700	40.3934
Collection System Worker	2	36.5551	38.3829	40.3020	42.3171	44.4330
Lead Collection System Worker		40.2106	42.2212	44.3322	46.5488	48.8763
Collection Services Trainer		42.2212	44.3322	46.5488	48.8763	51.3201
Collection System Worker	XL					46.6547
Communications & Intergovernmental Relations Coordinator		47.7490	50.1363	52.6432	55.2753	58.0391
Construction Inspector	1	38.6673	40.6006	42.6307	44.7622	47.0003
Construction Inspector	2	42.5339	44.6606	46.8936	49.2383	51.7802
Construction Inspector	3	44.2353	46.4471	48.7695	51.2079	53.7683
Customer Service Fee Analyst		36.7559	38.5937	40.5234	42.5496	44.6771
Engineering Assistant/Plan Checker		47.4243	49.7956	52.2853	54.8996	57.6446
Engineering Technician	1	37.3091	39.1745	41.1333	43.1899	45.3494
Engineering Technician	2	41.0400	43.0920	45.2466	47.5089	49.8844
Engineering Technician	3	45.1441	47.4013	49.7713	52.2599	54.8729

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Environmental Compliance Inspector	1	36.5286	38.3550	40.2727	42.2864	44.4007
Environmental Compliance Inspector	2	41.0955	43.1503	45.3078	47.5732	49.9518
Environmental Compliance Inspector	3	45.6160	47.8968	50.2916	52.8062	55.4465
Environmental Compliance Inspector	4	48.8091	51.2496	53.8120	56.5026	59.3278
EC Outreach Representative		45.6160	47.8968	50.2916	52.8062	55.4465
EC Specialist/Outreach Coordinator		48.8091	51.2496	53.8120	56.5026	59.3278
<b>2017 Salary Schedule 1</b>						
<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>
Fleet Mechanic	1	36.8457	38.6880	40.6224	42.6535	44.7862
Fleet Mechanic	2	41.2673	43.3306	45.4972	47.7720	50.1606
Instrument Tech/Electrician		45.3863	47.6556	50.0384	52.5403	55.1673
Janitor		24.6435	25.8756	27.1694	28.5279	29.9543
Laboratory Analyst		42.1482	44.2556	46.4684	48.7919	51.2314
Chemist	1	44.2577	46.4706	48.7941	51.2338	53.7955
Chemist	2	46.4707	48.7942	51.2339	53.7956	56.4954
Laboratory Director		55.0482	57.8006	60.6906	63.7251	66.9114
Maintenance Assistant		15.8337	16.6254	17.4567	18.3295	19.2460
Utility Worker		30.3602	31.8782	33.4721	35.1457	36.9030
Mechanic	1	37.2756	39.1393	41.0963	43.1511	45.3087
Mechanic	2	41.7488	43.8362	46.0280	48.3294	50.7459
Mechanic	XL					53.2833
Office Assistant	1	26.0422	27.3443	28.7115	30.1471	31.6545
Office Assistant	2	29.6879	31.1723	32.7309	34.3675	36.0958
Office Assistant	3	32.6570	34.2898	36.0043	37.8045	39.6947
Operations & Maintenance Tech	1	35.5618	37.3399	39.2069	41.1672	43.2256
Operations & Maintenance Tech	2	39.4739	41.4476	43.5200	45.6959	47.9807
Painter		38.3097	40.2252	42.2365	44.3483	46.5657
Planner/Scheduler	1	42.7965	44.9364	47.1832	49.5424	52.0195

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Planner/Scheduler	2	46.0208	48.3219	50.7380	53.2749	55.9386	Formatted: Right
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Plant Operator	1	35.5619	37.3400	39.2070	41.1674	43.2257	Formatted: Right
Plant Operator	2	39.4739	41.4476	43.5200	45.6959	47.9807	Formatted: Right
Plant Operator	3	45.1392	47.3961	49.7659	52.2542	54.8870	Formatted: Right
Plant Operator (Schedule 2 only)	3	48.5112	49.9325	51.4553	53.1205	54.8870	Formatted: Right
Plant Operations Trainer		50.5560	53.0838	55.7380	58.5249	61.4911	Formatted: Right
Plant Operator	XL					57.6103	Formatted: Right
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Receptionist		28.1255	29.5318	31.0084	32.5588	34.1867	Formatted: Right
2017 Salary Schedule 1							Formatted: Right
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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Formatted: Right
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Assistant Storekeeper		31.2773	32.8411	34.4832	36.2074	38.0177	Formatted Table
Storekeeper	1	39.5489	41.5264	43.6027	45.7828	48.0720	Formatted: Right
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Storekeeper	2	41.5263	43.6026	45.7827	48.0719	50.4755	Formatted: Right
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2018 Salary Schedule 1							Formatted Table
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Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Formatted: Right
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Accountant	1	39.0808	41.0349	43.0866	45.2409	47.5030	Formatted: Right
Accountant	2	42.9890	45.1385	47.3954	49.7652	52.2534	Formatted: Right
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Accounting Technician	1	34.0595	35.7624	37.5505	39.4281	41.3995	Formatted: Right
Accounting Technician	2	37.4651	39.3384	41.3053	43.3706	45.5391	Formatted: Right
Accounting Technical Specialist		42.1483	44.2557	46.4685	48.7920	51.2316	Formatted: Right
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Administrative Specialist	1	33.2914	34.9559	36.7037	38.5389	40.4659	Formatted: Right
Administrative Specialist	2	35.0435	36.7956	38.6354	40.5672	42.5955	Formatted: Right
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Collection System Worker	1	34.3949	36.1146	37.9204	39.8164	41.8072	Formatted: Right
Collection System Worker	2	37.8346	39.7263	41.7126	43.7983	45.9802	Formatted: Right
Lead Collection System Worker		41.6180	43.6989	45.8838	48.1780	50.5869	Formatted: Right
Collection Services Trainer		43.6989	45.8838	48.1780	50.5869	53.1163	Formatted: Right
Collection System Worker	XL					48.2876	Formatted: Right
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Communications & Intergovernmental Relations Coordinator		49.4202	51.8911	54.4857	57.2100	60.0704	Formatted: Right
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Construction Inspector	1	40.0206	42.0217	44.1227	46.3289	48.6453	Formatted: Right
Construction Inspector	2	44.0226	46.2237	48.5349	50.9616	53.5097	Formatted: Right
Construction Inspector	3	45.7836	48.0728	50.4764	53.0002	55.6502	Formatted: Right
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Customer Service Fee Analyst		38.0424	39.9445	41.9417	44.0388	46.2408	Formatted: Right
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Engineering Assistant/Plan Checker		49.0842	51.5384	54.1153	56.8211	59.6022	Formatted: Right
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Engineering Technician	1	38.6149	40.5456	42.5729	44.7016	46.9367
Engineering Technician	2	42.4764	44.6002	46.8302	49.1717	51.6303
Engineering Technician	3	46.7241	49.0603	51.5133	54.0890	56.7934
						← -
Environmental Compliance Inspector	1	37.8071	39.6974	41.6823	43.7664	45.9547
Environmental Compliance Inspector	2	42.5338	44.6605	46.8936	49.2382	51.7801
Environmental Compliance Inspector	3	47.2126	49.5732	52.0519	54.6544	57.3872
Environmental Compliance Inspector	4	50.5174	53.0433	55.6955	58.4802	61.4043
						← -
EC Outreach Representative		47.2126	49.5732	52.0519	54.6544	57.3872
						← -
EC Specialist/Outreach Coordinator		50.5174	53.0433	55.6955	58.4802	61.4043
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<b>2018 Salary Schedule 1</b>						
						← -
<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>
						← -
Fleet Mechanic	1	38.1353	40.0421	42.0442	44.1464	46.3537
Fleet Mechanic	2	42.7116	44.8472	47.0896	49.4440	51.9162
						← -
Instrument Tech/Electrician		46.9748	49.3235	51.7897	54.3792	57.0982
						← -
Janitor		25.5060	26.7813	28.1203	29.5264	31.0027
						← -
Laboratory Analyst		43.6234	45.8046	48.0948	50.4996	53.0245
Chemist	1	45.8067	48.0971	50.5019	53.0270	55.6784
Chemist	2	48.0972	50.5020	53.0271	55.6785	58.4024
						← -
Laboratory Director		56.9749	59.8236	62.8148	65.9555	69.2533
						← -
Maintenance Assistant		16.3879	17.2073	18.0677	18.9710	19.9196
						← -
Utility Worker		31.4228	32.9939	34.6436	36.3758	38.1946
Mechanic	1	38.5802	40.5092	42.5347	44.6614	46.8945
Mechanic	2	43.2100	45.3705	47.6390	50.0210	52.5220
Mechanic	XL					55.1482
						← -
Office Assistant	1	26.9537	28.3014	29.7164	31.2022	32.7624
Office Assistant	2	30.7270	32.2633	33.8765	35.5703	37.3488
Office Assistant	3	33.7999	35.4899	37.2644	39.1277	41.0840
						← -
Operations & Maintenance Tech	1	36.8065	38.6468	40.5791	42.6081	44.7385
Operations & Maintenance Tech	2	40.8555	42.8982	45.0431	47.2953	49.6001

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						← --
Painter		39.6506	41.6331	43.7148	45.9005	48.1955
						← --
Planner/Scheduler	1	44.2944	46.5091	48.8346	51.2763	53.8402
Planner/Scheduler	2	47.6316	50.0131	52.5138	55.1395	57.8965
						← --
Plant Operator	1	36.8066	38.6469	40.5793	42.6082	44.7386
Plant Operator	2	40.8555	42.8982	45.0431	47.2953	49.6601
Plant Operator	3	46.7190	49.0550	51.5077	54.0831	56.7973
Plant Operations Trainer		52.3255	54.9417	57.6888	60.5733	63.6019
Plant Operator	XL					59.6266
						← --
Receptionist		29.1099	30.5654	32.0937	33.6983	35.3933
						← --
2018 Salary Schedule 1						
						← --
Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
						← --
Assistant Storekeeper		32.3720	33.9906	35.6901	37.4746	39.3483
Storekeeper	1	40.9331	42.9798	45.1288	47.3852	49.7545
						← --
Storekeeper	2	42.9797	45.1287	47.3851	49.7544	52.2421

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Agreement between Union Sanitary District and SEIU, Local 1021

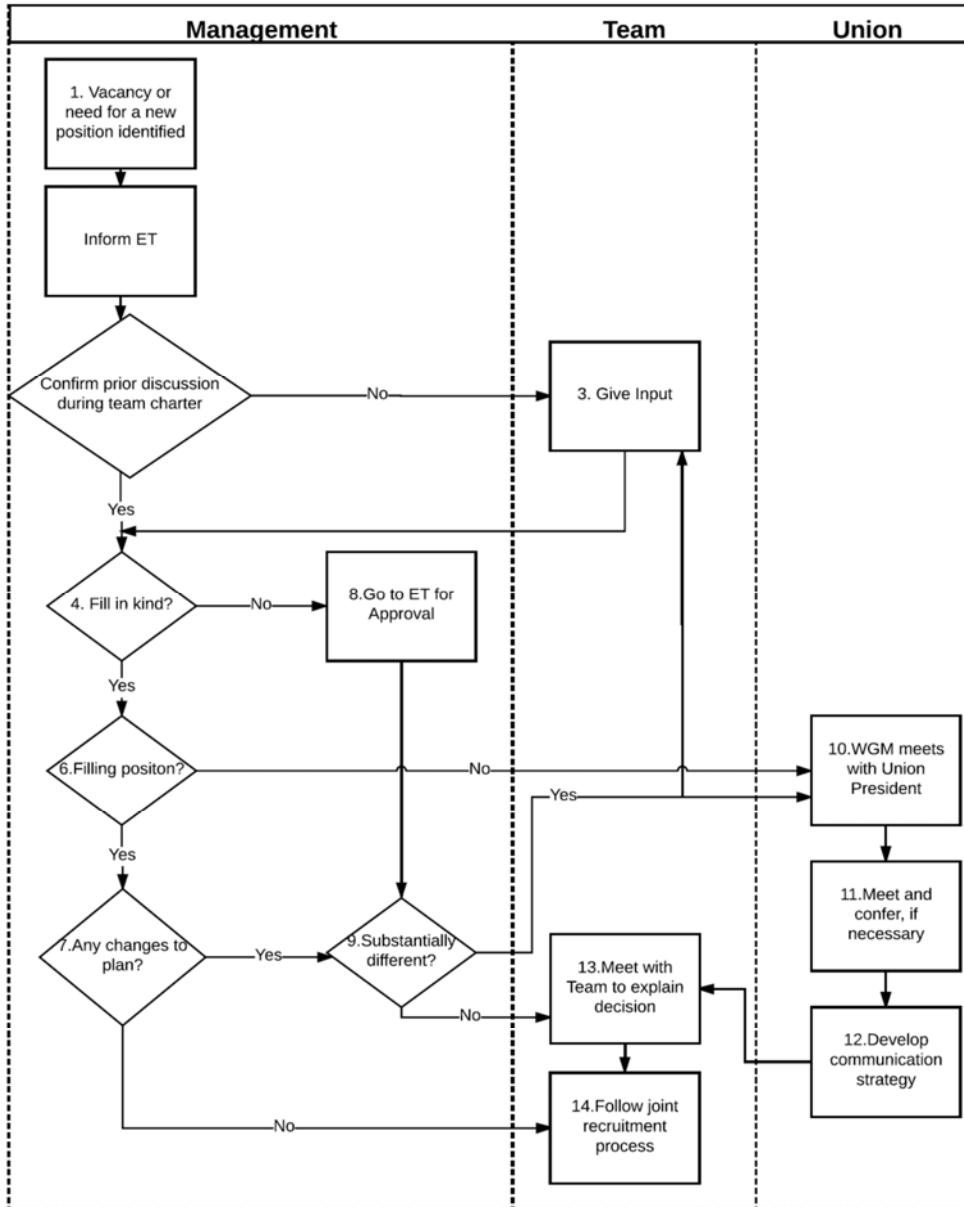
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**ATTACHMENT A – EVALUTING VACANCIES FLOWCHART**

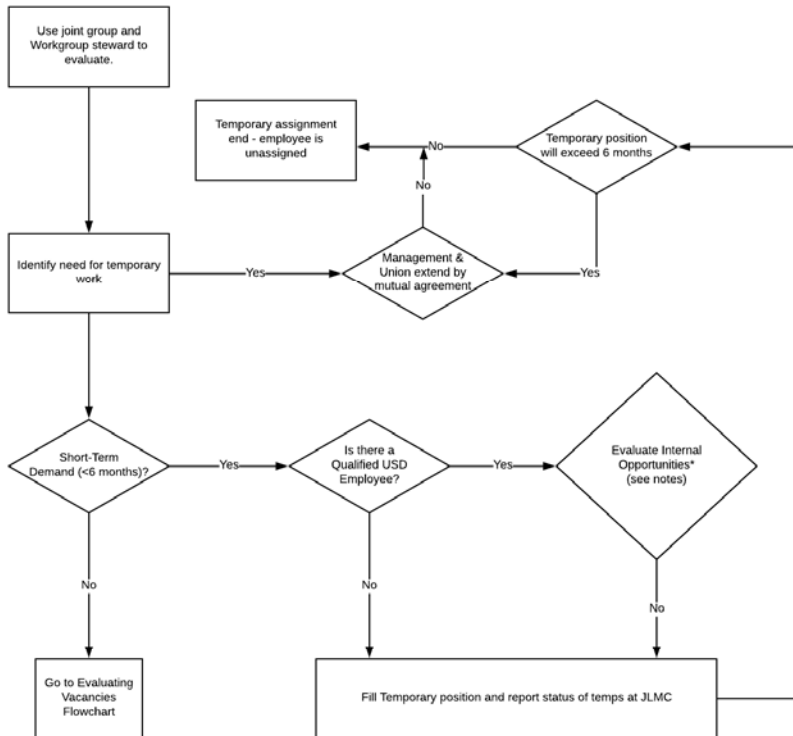
**Evaluating Vacancies Flowchart**



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**ATTACHMENT B – TEMPORARY, RECEPTIONIST WORK FLOWCHART**

## Temporary, Receptionist Work Flowchart



**NOTES:**

- \* Impact on employee's team and work load.
- \* Need for temporary to cover employee's duties
- \* Consider the learning and growth opportunity for employee.
- \* Is overtime appropriate or feasible?
  - \* Are there more than one qualified employees?
  - \* Economic impact of overtime vs temporary?
- \* Overall impact & feasibility of internal assignment.
- \* The process of evaluating the employee's qualification may include a qualification test administered by HR.

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# Memorandum of Understanding



February 26, 2019 – December 31, 2022

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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, restrain, coerces, or discriminated against by the District or by any employee organization because of exercising these rights.

### **2.2 Union Rights**

- A. The District agrees to withhold union dues from all union members at an amount to be determined by SEIU 1021 and communicated to the District annually.
- B. The District will provide SEIU 1021 designated representatives with a list of scheduled New Employee Orientation dates as far in advance as possible.
- C. The District will provide SEIU 1021 with a list of new employees, who are represented by SEIU, Local 1021, and are schedule to attend the New Employee Orientation session. This information will be provided to SEIU 1021 as far in advance as possible. The list will include the following:
  - a. Employee's Name
  - b. Classification/Job Title
  - c. Start Date
- D. SEIU 1021 will be permitted to meet separately with newly hired employees represented by SEIU, Local 1021, and make a presentation to the employee regarding Union membership.
- E. The District will provide space for the Union representative to meet with the new employee during the New Employee Orientation process.
- F. A Union designee, who is limited to Union Representatives, Union Board Members, Chapter President, and Shop Stewards shall conduct the New Employee Orientation presentations covered under this agreement. Only one employee will be granted release time to present at each New Employee Orientation meeting. Release time requests must be made by the Union no later than 12:00 p.m., three (3) days before the schedule New Employee Orientation. The parties agree to allow designees to be granted release time, including reasonable time for travel, to present at the New Employee Orientation.

- G. SEIU 1021 agrees to provide the District, on a quarterly basis (in January, April, June and September of each year), a certified list of members and a statement that the Union has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that SEIU 1021 shall indemnify the District from any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).
- H. The parties agree that SEIU 1021 will furnish a copy of signed authorization forms of new employees during the onboarding process to payroll so that payroll can maintain a proper audit trail.
- I. The parties agree that the District will provide a list of all bargaining unit members on record every 90 days. The list shall be provided to the Union membership department and include the following information to the extent it is in the District's possession.
  - a. Name
  - b. Classification/Job Title
  - c. Work Address
  - d. Work phone number
  - e. Work email address
  - f. Mailing address
- J. The parties agree that District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

### **2.3 Hold Harmless**

Service Employees International Union, Local 1021 shall indemnify and hold harmless the District, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action resulting from this provision.

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 Union Rights provisions.

### **2.4 Representatives**

Service Employees International Union, 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:

- A. No employee representative shall leave his/her duty or work station or assignment without specific approval of the employee's coach or workgroup manager.
- B. 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 circumstance.

## **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 nine (9) months with three (3) informal check-ins, two (2) prior to six (6) months, and one (1) prior to the end of the eighth (8<sup>th</sup>) month. Additionally, subject to the conditions contained herein, the probationary period may be extended up twelve (12) months by mutual agreement of the District and the Union. New employees will be provided a performance expectation plan and will have a formal evaluation at six (6) and nine (9) months. If the employee is not provided a performance expectation plan and an evaluation does not occur, the probationary period will not be extended. The Union will be provided notice of any probationary period extension.

Each workgroup will assess the probationary period of their new employee at five (5) months. A joint group of two (2) classified, with direct knowledge of position and person and two (2) unclassified members from the workgroup will determine if a six (6) month probationary period is sufficient, or if the full nine (9) months is required. If the group cannot reach consensus then the Workgroup Manager will make the final decision.

The nine (9) month probationary period will be evaluated after three (3) years to determine effectiveness and may be continued or modified as recommended by a Joint Labor-Management Task Force and approved by side letter agreement.

Probationary employees may use any Sick or Holiday of Employee Choice (HEC) hours granted and vacation leave as accrued.

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**

**5.2(a)** Salary increases for the term of this MOU will be based upon the Consumer Price Index for All Urban Consumers (CPI-U) on the December to December average. The range for the cost of living adjustments (COLA's) will be 3.25% (Minimum) to 4.5% (Maximum).

**5.2(b)** Salary adjustments will take place each year during the pay period that includes March 1.

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### 5.3 Equity Adjustments

- 5.3(a) The following classification will receive a salary equity adjustment to reach the Classified USD Compensation Goal for this contract. The USD Compensation Goal for this contract is defined as the value of half way between the top salary and the average salary as determined by the Salary Survey of Journey-level classifications.

Positions identified as needing an equity adjustment will receive their adjustment upon ratification of the contract.

Classification	Total Adjustment
Collection System Worker 1	4.37%
Collection System Worker 2	4.37%
Lead Collection System Worker	4.37%
Collection Services Trainer	4.37%
Mechanic 1	1.52%
Mechanic 2	1.52%
Planner Scheduler 1	1.52%
Planner Scheduler 2	1.52%
Plant Operator 2	1.56%
Plant Operator 3	3.68%
PO Trainer	3.68%

Janitor, Painter, and Utility Worker shall be attached to the Mechanic 2 salary by the percent difference as of March 2018 Salary Schedule.

### 5.4 Cogen Mechanic

The District and the Union agree to establish a taskforce and continue to meet and confer over compensation for Cogen Mechanics with the following provisions:

- The Taskforce will consist of the following:
  - Two (2) FMC mechanics that are trained and/or have worked on the current Cogen engines and the Union President.
  - Two (2) management personnel and the HR Manager.
- The group will review and consider the following:
  - The amount of time spent working on the Cogen engines per year.
  - Salary survey of comparable positions using the agencies from the 2017 salary survey.
  - Frequency of overtime to work on and/or support the Cogen engines.
  - Staffing levels.
  - Qualifications.
  - Knowledge, skills, and Abilities (KSA's).
  - Working conditions.
  - Frequency of hours spent outside normal working hours.
- The intent is that a mutually agreeable solution will be based upon the above topics, but not be limited to the above, if appropriate.
- The taskforce will develop options and come to a mutually agreeable solution.
- In the interim, FMC Mechanics will be paid \$4.00 per hour while performing the work on the Cogen engines. This \$4.00 per hour while performing work shall remain in place until a side letter is approved by Union Membership and the Board of Directors.

### 5.5 Innovation and Goals Program

- 5.5(a) The District will allocate \$35,000 per fiscal year to fund the Innovation and Goals program.

- 5.5(b)** A joint labor-management task force will be formed to create rules for the Innovation and Goals Program. 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 Innovation and Goals Program.

- 5.5(c)** The program will be evaluated to determine cost effectiveness and may be modified as recommended by a Joint Labor-Management Task Force and approved by the JLMC.

**5.6 Plant Operator Salary Progression**

- 5.6(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.

- 5.6(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.

- 5.6(c)** Plant Operator Trainees are exempted from section 5.1(b).

**5.7 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.

**5.8 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.

**5.9 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:

- 5.9(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. Qualified back up CS Lead Workers and Planner/Scheduler employees shall be paid ten percent (10%) above the employee's normal hourly rate when performing the work, but in no case greater than Step 5 of the higher-paid position or vacancy currently being filled.

- 5.9(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.

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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.

- 5.9(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)	
NASSCO ***	\$225	\$225 (every 3 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.

\*\*\*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

#### **5.10 Team Coordinator Pay**

- 5.10(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.

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**5.10(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.

**5.10(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.

**5.11 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.

**5.12 Early Step Increase**

**5.12(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.

**5.13 Shift Differential**

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

**5.13(a)** Employees working a swing shift will be paid a shift differential of 5% of employee's hourly salary.

**5.13(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%.

**5.13(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.

**5.13(d)** Employees regularly assigned to a shift shall be paid shift differential while on vacation or jury duty.

**5.13(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.

#### **5.14 Paycheck Distribution**

- 5.14(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.
- 5.14(b) Employees who are terminated will receive a paycheck at the end of their last day.
- 5.14(c) Direct Deposit of paychecks is available.
- 5.14(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.

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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.

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

1. An employee may work greater than 16 hours when approved by District management. Employee must notify District management as soon as possible but no later than 2 hours before reaching the 16-hour mark.
2. Commercial drivers assigned driving duties shall not be scheduled to operate a commercial vehicle more than 12 hours and may not operate a commercial vehicle more than 16 hours.
3. An employee must be given a minimum 9-hour rest period between shifts. This provision excludes TPO Operators which require an 8-hour minimum rest period.

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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, or AWIP leave to complete a full shift.
6. 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 the unscheduled work within 7 hours of his/her scheduled shift, the employee will be provided with a 9-hour rest period before their next work

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assignment. 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 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 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 from the end of your scheduled shift and the 16-hour mark. Any work in excess of 16 hours is paid at a rate of two (2) 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 eliminated to ensure compliance with labor law. All employees will receive an additional 10 hours to their Holiday of Employee's Choice (HEC) bank due to the elimination of Flex Time. Upon contract adoption, the employee's Flex leave will be converted to vacation leave. If vacation balance is at the maximum limit, the Flex hours will be cashed out.

### **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**

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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) Eligible ITEs that are on call for two weeks or more within two pay periods will receive one (1) hour of vacation credit per day of on-call for the second week. Eligible ITEs may split an on-call week.
- 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 are given the option to be assigned to carry a pager, or provide two (2) numbers they can be immediately reached at 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, or have provided two (2) phone numbers they can be reached immediately at 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	2018/19	2019/20	2020/21	2021/22
Independence Day		07/04/19	07/03/20	07/05/21
Labor Day		09/02/19	09/07/20	09/06/21
Thanksgiving Day		11/28/19	11/26/20	11/25/21
Day After Thanksgiving		11/29/19	11/27/20	11/26/21
Christmas Eve		12/24/19	12/24/20	12/23/21
Christmas Day		12/25/19	12/25/20	12/24/21
New Year's Eve		12/31/19	12/31/20	12/30/21
New Year's Day		01/01/20	01/01/21	12/31/21
M.L. King's Birthday		01/20/20	01/18/21	01/17/22
Presidents' Day		02/17/20	02/15/21	02/21/22
Memorial Day	05/27/19	05/25/20	05/31/21	05/30/22

#### **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 26 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing the previous allotment from 16 hours to 26 hours per fiscal year.

### **8.2 Holidays for Rotating Schedule**

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### 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	2018/19	2019/20	2020/21	2021/22
Independence Day		07/04/19	07/03/20	07/05/21
Labor Day		09/02/19	09/07/20	09/06/21
Thanksgiving Day		11/28/19	11/26/20	11/25/21
Day after Thanksgiving		11/29/19	11/27/20	11/26/21
Christmas Day		12/25/19	12/25/20	12/24/21
New Year's Day		01/01/20	01/01/21	12/31/21
Memorial Day	05/27/19	05/25/20	05/31/21	05/30/22

### 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 58 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.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing previous allotment from 48 hours to 58 hours per fiscal year.

## 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 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.

**9.3 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 rate plus fifteen (15) days.

**9.4 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.

**9.5 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 thirty-six (36) 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. A physician must complete the FMLA/CFRA paperwork and excuse the employee from work.

**10.3(b)** 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. Catastrophic Leave Bank usage outside of an approved FMLA case will be subject to attendance policy (#5110)

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- 10.3(c) If an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank, they may access those hours immediately once the event is deemed FMLA/CFRA qualifying. Section 10.2(a) does not pertain to these individuals.

**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 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.

**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 use two (2) hours from their Catastrophic Leave Bank with every one (1) hour from their earned leaves or leave without pay at the discretion of the employee. (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 At Work Hours Incentive Program**

**10.8(a)** All classified 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 their sick leave hours used each fiscal year. Time off must be used within 12 months or will be forfeited.

SL Hours Used	Option 1: Time Off and Cash Payment	Option 2: Cash Payment Only
0-12	8 hours + \$500	\$1,000
13-24	6 hours + \$375	\$750
25-32	4 hours + \$250	\$500

**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 \$50,000 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 02/26/19	Effective 01/01/20	Effective 01/01/21	Effective 01/01/22
Employee only	\$1,087.98	\$1,120.62	\$1,165.45	\$1,212.07
Employee + 1	\$2,141.73	\$2,205.99	\$2,294.23	\$2,386.00
Employee+ Family	\$2,633.75	\$2,712.76	\$2,821.28	\$2,934.13

- 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. The District will match an employee's contributions to their deferred compensation account up to the amount indicated in the table below on an annual basis. An employee must make contributions in the same amount as the District's match to be eligible. Matching amounts are the maximum annual amount of the District's contributions.

Calendar Year	Matching Contribution by District
2019	\$125
2020	\$250
2021	\$375
2022	\$500

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## **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, step-parent, spouse, registered domestic partner, child, child of a domestic partner, brother, sister, grandparent, aunt, uncle, or the-in-laws of the previous listed classifications, 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 thirty-six (36) 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 thirty-six (36) hours, will be charged against the employee's Catastrophic Leave Bank, accrued vacation, 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

- (a) Hiring "In-Kind" – Hiring in the same way or with something similar, follow Attachment A.
- (b) Hiring for a new or substantially different position, follow the meet & confer process.

**19.2 Filling Administrative Specialist II Positions**

The procedure for filling an Administrative Specialist II position appears below.

1. Transfer requests are not subject to the Recruitment and Selection section of this MOU.

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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.
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. An Administrative Specialist II 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 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 Workgroup 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 nine 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 probationary period, the Administrative Specialist II may be returned to the previous job (pending 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.
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.

## **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, ideally subject matter experts who know the work. If there are no subject matter experts available, the District may provide input on qualification/criteria for the selection of the joint group. The Union retains the right to select the 2 classified joint group members. The joint group may mutually agree to change the composition of the panel.

For the Casual Receptionist position, a permanent joint group would be established for all such recruitments. The permanent joint group would consist of the current or former receptionist, one TS Administrative Specialist (AS), the TS CST Coach and the TS Work Group Manager. The AS would be selected by TS management based on workload.

**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.

Qualified employees not already on the useable list may take the test one time per recruitment.

For the Casual Receptionist position, if a useable list exists, skip Step #2, and go to Step #4.

**Step #3:** If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the joint 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 comprise the QAI panel, unless the joint group agrees to alternates, 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.

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For the Casual Receptionist position, if no useable list exists, the permanent joint group identified in Step #1 shall be the joint group to work with Human Resources on the recruitment. At the QAI, the panel will rank the candidates for filling positions.

**Step #4:** The joint group will select, and may participate in, a team 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 joint group and hiring 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 scored testing components are within a five percent (5%) range of each other.

Note: Scored testing components generally consist of the written examination, performance test, and QAI.

For the Casual Receptionist position, if a useable list exists, candidates will be invited to the Hiring Interviews in order of ranking.

**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.

For the Casual Receptionist position, the hiring manager will make the selection decision and notify the joint group via email.

**Step #7:** Human Resources will meet with the joint group to debrief the hiring process.  
For the Casual Receptionist, no debrief meeting will be held.

## **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)** For employees who retire from the District on or after July 1, 2017, 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	\$400
Employees with fifteen (15) but less than twenty (20) years of District service	\$500
Employees with more than twenty (20) years of District service	\$600

- 23.3(g)** For employees who retire from the District on or after July 1, 2019, 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	\$425
Employees with fifteen (15) but less than twenty (20) years of District service	\$525
Employees with more than twenty (20) years of District service	\$625

- 23.3(h)** For employees who retire from the District on or after July 1, 2021, 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	\$450
Employees with fifteen (15) but less than twenty (20) years of District service	\$550
Employees with more than twenty (20) years of District service	\$650

- 23.3(i)** 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. The following is a minimum, with the exception of the Maintenance Assistant. Management may allocate additional uniforms based on need.

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	11 sets, 2 regular jackets, 1 winter jacket
Maintenance Assistant	Up to 11 depending upon schedule.

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.

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## **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 ten cents (\$0.10) 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.



Type of Disciplinary Action	Years to be retained in Personnel File
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. For a Temporary Receptionist, refer to Attachment (Attachment B)

### **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.

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- 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.

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**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 December 31, 2022 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.

## SIGNATURES

### **Service Employees International Union, Local 1021**

### **Union Sanitary District**

By: \_\_\_\_\_

Mohammad Ghoury  
Union President

By: \_\_\_\_\_

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

By: \_\_\_\_\_

Maurice Fortner  
T&D Representative

By: \_\_\_\_\_

Gene Boucher  
Human Resources Manager

By: \_\_\_\_\_

Allen Tarnowski  
CS Representative

By: \_\_\_\_\_

Armando Lopez  
Treatment & Disposal Manager

By: \_\_\_\_\_

Sol Cooper  
FMC Representative

By: \_\_\_\_\_

James Schofield  
Collection Services Manager

By: \_\_\_\_\_

Zeke Kull  
BS Representative

By: \_\_\_\_\_

Chris Pachmayer  
Electrical & Technology Coach

By: \_\_\_\_\_

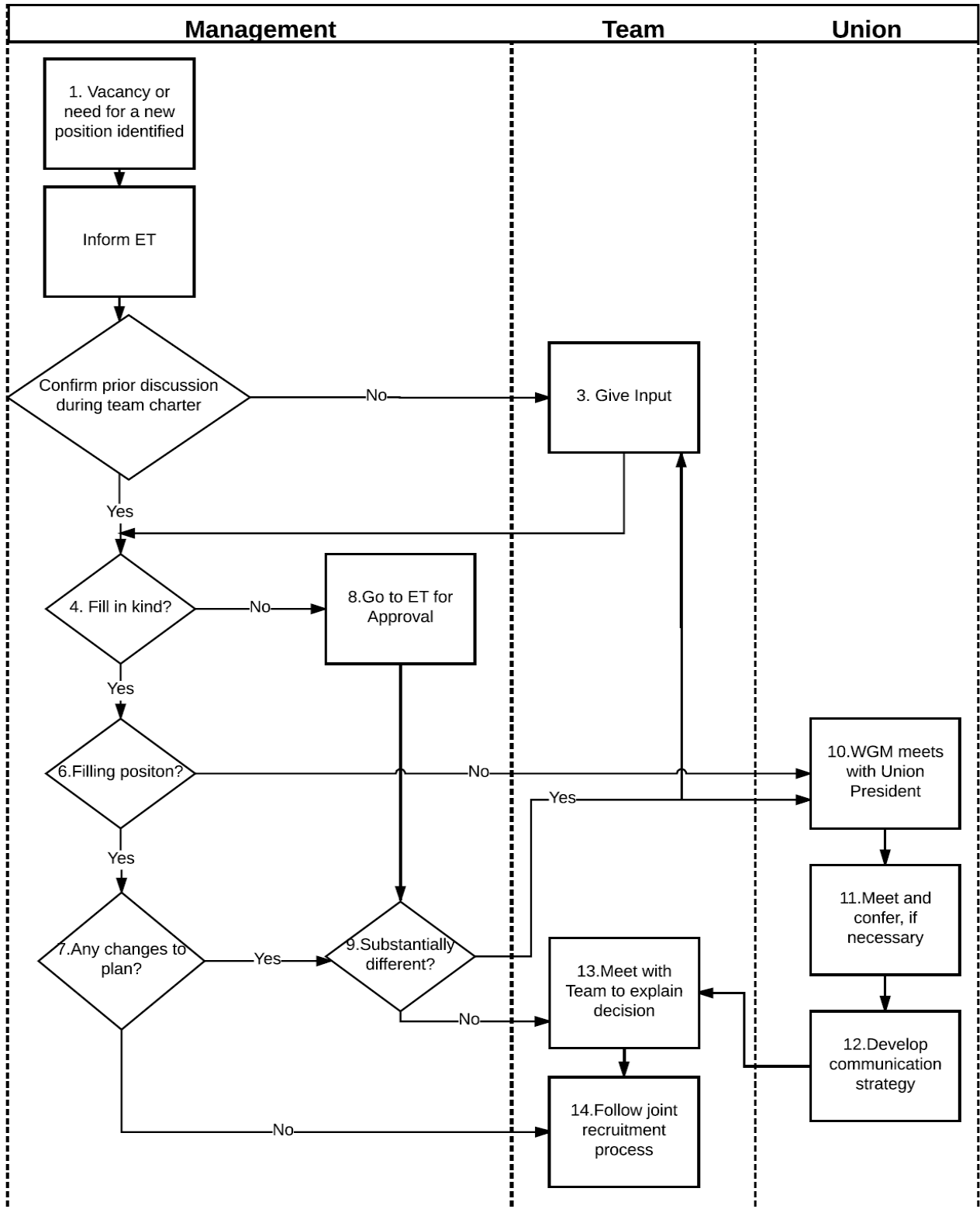
Ossee Desmangles  
SEIU, Local 1021 Business Rep

By: \_\_\_\_\_

Glenn Berkheimer  
IEDA

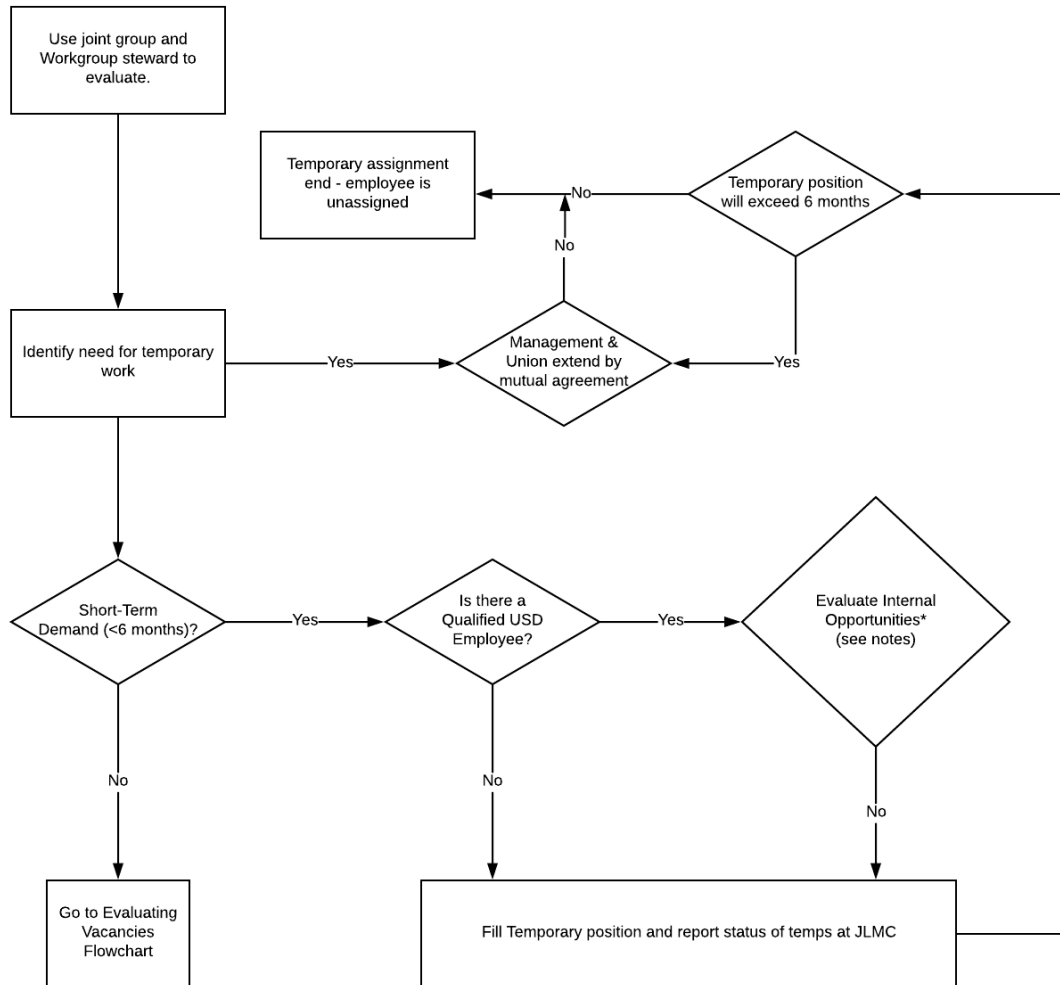
**ATTACHMENT A – EVALUTING VACANCIES FLOWCHART**

**Evaluating Vacancies Flowchart**



**ATTACHMENT B – TEMPORARY, RECEPTIONIST WORK FLOWCHART**

## Temporary, Receptionist Work Flowchart



**NOTES:**

- \* Impact on employee's team and work load.
- \* Need for temporary to cover employee's duties
- \* Consider the learning and growth opportunity for employee.
- \* Is overtime appropriate or feasible?
  - \* Are there more than one qualified employees?
  - \* Economic impact of overtime vs temporary?
- \* Overall impact & feasibility of internal assignment.
- \* The process of evaluating the employee's qualification may include a qualification test administered by HR.