

## PREAMBLE

This Collective Bargaining Agreement (hereinafter “Agreement”) is entered into by the East Bay Municipal Utility District (hereinafter “District”) and International Federation of Professional and Technical Engineers (hereinafter “Union”). The District and the Union agree that this Agreement shall be administered by the parties in a manner consistent with the District’s mission; specifically, to manage the natural resources with which the District is entrusted, to provide reliable, high-quality water and wastewater services for the people of the East Bay and to preserve and protect the environment for future generations.

### **ARTICLE I - GENERAL PROVISIONS**

**A. Recognition.** The District recognizes the Union as the exclusive bargaining representative for all employees of the District included in the unit and classifications listed in Appendix A of this Agreement. The terms and conditions of this Agreement shall be automatically applicable to any classification for which the Union has become the recognized bargaining representative during the term of this Agreement.

**B. Agency Shop/Dues Deduction**

1. Eligibility. All permanent, probationary, limited-term, temporary construction, less than full-time (intermittent) and part-time employees in the classifications listed in Appendix "A" shall, as a condition of continued employment, become members of the Union, or shall pay a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

2. Compliance.

a) An employee in one of the classes included in “Appendix A”, who desires to become a member of Local 21 may execute a Payroll Deduction Authorization for Membership Dues or Service Fee form and thereby become and remain a member in good standing in the union.

b) An employee in one of the classes in “Appendix A” shall (and, in the case of newly hired employee, within thirty (30) calendar days of employment) execute a payroll deduction authorization form furnished by the District, and thereby pay to the union a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessment of the organization from the employees paycheck.

c) If any current employee fails to authorize one of the above deductions, (or, in the case of a newly hired employee, within thirty (30) calendar days of hire into a classification represented by the union) the District shall deduct a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessment of the organization from the employee’s paycheck.

3. Exemptions.

a) Any employee who is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to a non-religious tax-exempt charity, three such organizations to be mutually agreed upon by the parties.

b) To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations.

c) Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official bona fide religion, body or sect.

d) Employees in classifications represented by Local 21 on June 8, 2004 had a one-time opportunity to refrain from joining the union or paying a service fee. However, once an employee either joined the union or started to pay the service fee, the employee was obligated to continue paying dues or the service fee.

4. Union Dues, and Service Fee, or Optional Union Contribution Deduction Checkoff.

a) During the period IFPTE Local 21 remains the exclusive representative of the classes included in Appendix A and to the extent the laws of the State of California permit and as provided in this Article, the District will deduct one month's current and periodic Union dues or service charge based upon a uniform dues schedule from the pay of each employee who has executed and delivered to the District a "Payroll Deduction and Authorization for Membership Dues or Service Fee" (Attachment 1).

b) Payroll deductions shall be made only from the pay due employees on the first payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Payroll Deduction Authorization for Membership Dues or Service Charge", and (2) the amount of the monthly membership dues or service charge certified by the Secretary of the Union have been delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month. If the employee fails to properly execute the "Payroll Deduction Authorization for Membership Dues or Service Charge" within thirty (30) calendar days of hire into a classification covered by this MOU, the District will deduct the monthly membership dues or service charge automatically. Changes in the amount of the monthly membership dues or service charge also must be delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month before the change will become effective.

c) All sums deducted by the District shall be remitted to the Union at an address given to the District by the Union, once each month by the fifteenth (15th) calendar day

following the pay period in which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made along with the designation of the employee's membership or fee payer status.

d) The District shall not be liable to the Union by reason of the requirements of this Section for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section, or in reliance on any list, notice, certification or authorization furnished under this Section. The Union agrees to refund to the District any amount paid to it in error.

e) The District shall furnish, monthly, a list of all employees appointed within classifications contained in Appendix A of this MOU who are subject to the provisions of the agency shop agreement.

f) An optional voluntary Union deduction may be provided by members or service fee payers of the Union. Such deduction shall be requested by the member or service fee payer in even dollar amounts. The optional Union deduction shall be made only from the pay due employees on the first payday of each calendar month. Such request for optional Union deduction shall be made on the Local 21 T.J. Anthony Political Action Fund Authorization Card. The member or service fee payer may discontinue the optional Union deduction at any time by sending an e-mail to discontinue optional dues deduction to the Manager of Human Resources Information System with a copy to the Chapter President of Local 21. The Union and District agree that such optional Union deduction is not subject to the provisions of the agency shop agreement between the Union and District. The Union agrees to refund to the District any amounts paid to it in error.

g) Local 21 bargaining unit employees were allowed to exercise a one-time opt-out from membership or agency fee during a 14 calendar day period from July 1, 2004 through July 14, 2004.

h) Any Local 21 bargaining unit employee who exercised the opt-out option and then subsequently either joins the union or starts paying the agency fee will lose their opt-out and will be subject to the agency shop provision of the MOU thereafter until the employee leaves the Local 21 bargaining unit.

i) Any Local 21 bargaining unit employee who exercised the opt-out option and subsequently promotes or voluntarily demotes to another classification within the Local 21 bargaining unit will be subject to the agency shop arrangement thereafter until the employee leaves the Local 21 bargaining unit.

**C. District Rights.** The rights of the District include, but are not limited to, the exclusive right to determine the missions of its constituent departments and divisions; set standards of services; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; take disciplinary action; relieve its employees from duty because

of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such District rights shall not conflict with the express provisions of this Agreement. Members of the bargaining unit may be required to exercise any or all of these rights on behalf of the District in the regular performance of their supervisory duties.

**D. No Discrimination.** There shall be no discrimination of any kind by the Union or the District against any employee, to the extent the applicable law prohibits such discrimination, harassment, or disparate treatment, because of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, political affiliation, physical or mental disability (including HIV or AIDS) or medical condition (cancer or genetic characteristic).

To the extent applicable law prohibits, there shall be no discrimination or harassment because of lawful Union activity, Union membership, or non-membership.

**E. Union Activities.**

1. Union Business Leave. The District agrees to provide Union representatives with reasonable time off to conduct Union business and to represent the Union in various forums, including but not limited to meetings, hearings and Board of Directors' meetings. Employees eligible to receive overtime need to be released to attend meetings with the District or to conduct any Union business. The District and the Union will discuss and agree upon the appropriate number of representatives to attend meetings.

2. Officers and Stewards. The Union agrees to provide the District with an accurate list of its officers and stewards and to notify the District in the event officers or stewards are succeeded by different individuals.

3. Bulletin Board Postings. The District agrees to provide adequate space on District bulletin boards to permit the posting of information and reasonable use of email to notify members of Union activities, policies and announcements of scheduled Union meetings. The Union will provide copies of the bulletin board postings and/or email notices to the Manager of Employee Relations.

Notices posted by the Union on District bulletin boards and internal email notices should not contain anything which may reasonably be construed as maligning to the District or any of its employees and may not contain any political campaign recommendations or information. These privileges may be revoked in the event of repeated abuse after the Manager of Employee Relations consults with representatives of the Union.

**F. Interference With Work.** The Union agrees to refrain from engaging in, encouraging, or condoning, either directly or indirectly, any strike, work stoppage, slow-down, sit-down, stay-away, picketing, or any other forms of interference with operations of the District during the

term of this Agreement. The District agrees that there shall be no lock-out against employees during the life of this Agreement.

**G. Indemnification.**

1. Definition. The District shall defend and indemnify its employees and former employees against liability for acts or omissions committed within the scope of their employment pursuant to the California Tort Claims Act (“Act”), Government Code Sections 810 *et seq.*, unless the District determines that there exists one of the exceptions provided by the Act listing grounds for refusal to defend and/or indemnify the employee.

2. Scope. Nothing in this Section is intended to expand or limit the District’s duty or discretion to defend and/or indemnify employees under the California Tort Claims Act except, however, that the District shall provide for the defense of an employee in a criminal action or proceeding brought against the employee if (a) the criminal action or proceeding is brought on account of an act or omission in the scope of his or her employment as an employee of the District; and (b) the District determines that the employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the District. The District will not provide a defense to an employee in a criminal action or proceeding if (a) the employee fails to reasonably cooperate in good faith in the defense of the action or proceeding; (b) the act or omission was not within the scope of his or her employment; (c) the employee acted, or failed to act, in bad faith and with actual malice; or (d) the defense of the action or proceeding by the District would create a specific conflict of interest between the District and the employee. For purposes of this Section, “specific conflict of interest” means a conflict of interest or an adverse or pecuniary interest for which the District is excused from providing a defense by statute or by a rule or regulation of the District. When retention of outside counsel is necessary as deemed by the District, the District will consult with the employee in the selection of outside counsel, but reserves the right to make the final determination with respect therein. The District also reserves the right to conduct the employee’s defense against the criminal action or proceeding pursuant to an agreement with the employee reserving the District’s rights against the employee.

3. Interpretation. The interpretation, application and enforcement of this Section shall not be subject to the grievance and arbitration procedure of this Agreement, or the civil service grievance and hearing procedures of the District’s Civil Service Personnel Rules and Regulations. Nothing in this Section shall be construed to deprive an employee of the right to petition for a writ of mandate to compel the District to perform the duties imposed by the California Tort Claims Act.

4. Employee. For purposes of this Section, the term “employee” includes any current employee of the District and any former employee who was employed by the District at the time of the act or incident for which a criminal or civil action or proceeding has been brought against that person, in his or her official or individual capacity, or both.

**ARTICLE II - SALARIES AND OTHER PAY**

**A. First Year Adjustments.**

1. Compensation System Conversion. Effective April 30, 2007, the monthly salary rates of District employees covered by this Memorandum of Understanding shall be increased by 4.1%. Equity adjustments shall be made to represented classifications as detailed below:

<u>Class Name</u>	<u>Percent Adjustment</u>
Construction and Maintenance Superintendent	5% effective April 30, 2007
Maintenance Superintendent	7.5% effective April 30, 2007
Assistant Construction and Maintenance Superintendent	5% effective April 30, 2007
Carpenter Supervisor	2.5% effective April 30, 2007
Electrical Supervisor	2.5% effective April 30, 2007
Instrument Maintenance Supervisor	2.5% effective April 30, 2007
Instrument Supervisor	2.5% effective April 30, 2007
Mechanical Supervisor	2.5% effective April 30, 2007
Plant Electrical Maintenance Supervisor	2.5% effective April 30, 2007
Plant Maintenance Supervisor	2.5% effective April 30, 2007
Plant Mechanical Maintenance Supervisor	2.5% effective April 30, 2007
Plant Structures Maintenance Supervisor	2.5% effective April 30, 2007

The Local 21 Salary Schedule will be administered consistent with the provisions governing the "B" Salary Schedule as it existed on February 1, 1998.

2. Incumbent Salary Range Placement on System Conversion.

a) All employees transferred from Management Salary Plan (MSP) to the Local 21 Salary Schedule who are below the top step of the new range of their assigned classification will be placed at the nearest step that is not less than their current salary.

b) All employees whose salary is above the top step of the new range of their classification at the time of system conversion will continue to be paid their current salary and continue to receive all future salary increases so long as they remain in the same classification. Any employee who is assigned to a temporary LT or TC classification at the time of system conversion and who would have a salary in their regular civil service classification that is above the top step of the new range for that classification will receive the salary, above the top step of their regular class, that they would have received had they been assigned to their regular class on system conversion, when they return to their regular civil service classification.

c) All employees who were on the "B" Salary Schedule prior to February 2, 1998, and whose salary was not equal to a salary step on the new range of their assigned classification will be placed at the nearest salary step that is not less than their current salary.

**B. Second Year Adjustments.** Effective April 28, 2008, the monthly salary rates of Local 21 bargaining unit employees shall be increased by the February, 2008 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) plus 0.5%. The minimum increase shall be 2% and the maximum increase 6% with no reopener. If the CPI-W plus 0.5% is greater than 6%, the maximum increase shall be 6%.

**C. Third Year Adjustments.** Effective April 27, 2009, the monthly salary rates of Local 21 bargaining unit employees shall be increased by the February, 2009 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) plus 0.25%. The minimum increase shall be 2% and the maximum increase 6%, with no reopener.

**D. Fourth Year Adjustments.** Effective April 26, 2010, the monthly salary rates of Local 21 bargaining unit employees shall be increased by the February, 2010 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The minimum increase shall be 2.5% and the maximum increase 6%, with no reopener.

**E. Career Service Pay.**

1. Eligibility.

a) All Local 21 represented employees who were assigned to the "B" Salary Schedule prior to February 2, 1998 and who have at least 20 (twenty) years of full time continuous District service will continue to be provided a 2.75% increment that will be added to the employee's base monthly salary.

b) Effective June 21, 1998, all Local 21 represented employees who transferred from the Management Salary Plan to the Local 21 Salary Schedule on February 2,

1998 and who have at least 20 (twenty) years of full-time continuous District service will be provided a 2.75% increment that will be added to the employee’s base monthly salary.

c) Employees who attain 20 (twenty) years of continuous service after June 21, 1998 shall receive career service pay beginning on their 20<sup>th</sup> year employment anniversary.

**F. Performance Pay.**

1) Program. Employees on the Local 21 Salary Schedule will be eligible to receive lump sum merit awards in accordance with the Performance Pay Program Guidelines. The performance pay monetary pool available to Local 21 represented employees for each program year will be:

<u>Performance Pay Program Year</u>	<u>Available Monetary Pool</u>
July 1, 2007 – June 30, 2008	3.2% of FY07 monetary pool including salary increases effective April 28, 2008.
July 1, 2008 – June 30, 2009	3.2% of FY08 monetary pool including salary increases effective April 27, 2009.
July 1, 2009 – June 30, 2010	3.2% of FY09 monetary pool including salary increases effective April 26, 2010.

In the event that the total amount of all recommended individual awards is below or in excess of the available agreed monetary pool for any given Performance Pay Program Year there will be a proportionate increase or reduction in individual performance awards until the total amount of all awards is equal to the available monetary pool for that year.

2) Awards. Performance pay lump sum awards will be granted based on each employee’s performance rating as follows:

Unsatisfactory	0
Needs Improvement	0
Meets Expectations	2.5%
Exceeds Expectations	4.5%
Exceptional	6.5%

**G. Overtime and Fair Labor Standards Act Exception.** The parties agree that the employees in classifications represented by Local 21 are exempt employees under the Fair Labor Standards Act (FLSA) except for those employees in classifications in Work Group I (Appendix A).

1. Work Group I (Appendix A). Employees in classifications in Work Group I shall be provided overtime compensation (one and one-half times (1.5) their regular rate) for each hour worked beyond their regular work day or work week as established by the District.

Employees in Work Group I are eligible to receive compensatory time in lieu of paid overtime. Compensatory time will be provided at 1.5 hours for each hour of overtime worked. The maximum accrual of compensatory time will be seventy-five (75) hours per calendar year. All overtime worked after an employee has accrued or used seventy-five (75) hours of compensatory time in a calendar year will be paid at the appropriate overtime rate. All employees who have accrued compensatory time at the end of the last pay period, for which pay is received in December shall have their compensatory time carried over as compensatory time into the next (following) payroll year. All compensatory time carried over from the last payroll year to the next must be used by the end of the next payroll year or it will be paid off to the employee at the end of the next (following) payroll year at the applicable FLSA rate. Any compensatory time used in the next (following) year will first be deducted from any compensatory time that was carried over from the last payroll year, if any. Compensatory time accrued after the last full pay period of the calendar year, but prior to the end of the year, will be credited and included in the accrual for the following calendar year. Use of accumulated compensatory time off shall be scheduled and approved by the District so as not to disrupt the operation of the work unit of the District.

All employees in Work Group I are required to work in emergencies and necessary overtime situations.

2. Work Group II (Appendix A). Employees in classifications in Work Group II are salaried exempt under the FLSA. Employees in classifications in Work Group II:

a) Do not receive extra compensation on the basis of hours worked, except as authorized by the General Manager.

b) Are not subject to salary deductions except as permitted by FLSA. Vacation leave, sick leave, administrative leave, birthday holiday and floating holiday will be taken in full day increments.

c) Notify supervisors in advance of absences from work for any time missed during their regularly scheduled work day. Employees in classifications in Work Group II are required to be present at the work place when it is necessary to carry out their responsibilities.

d) Continue to record work time for specific projects or activities for the purpose of allowing the District to allocate costs.

It is understood that tardiness or absenteeism that adversely affects work performance or District operations will continue to be grounds for disciplinary actions permitted under FLSA.

3. Management Administrative Leave - Work Group II (Appendix A). Employees who are in Work Group II and who are not eligible for overtime compensation or call back pay shall be entitled to administrative leave of seven (7) days per payroll year. Any administrative leave left in an employee's account at the end of the payroll year will be forfeited. (Employees in Work Group I do not receive management administrative leave.)

a) Administrative leave can only be taken in full day increments.

b) Employees hired by the District prior to September 30 of any calendar year in a classification in Work Group II will receive seven (7) days management administrative leave. Employees hired between October 1 and October 31 in the calendar year will receive two (2) management administrative leave days. Employees hired between November 1 and November 30 in a calendar year will receive one (1) management administrative leave day. Employees hired after November 30 in a calendar year will not receive management administrative leave.

#### **H. Paid Standby.**

1. Eligibility. Effective February 16, 1998, an employee assigned to be on paid standby shall receive compensation for standby assignments in the amount of an additional 25% of base pay for each 8-hour standby period; provided, the employee must make himself/herself available and respond to all calls for work. Employees in Work Group I (Appendix A) who are hourly employees entitled to overtime compensation shall also receive compensation for overtime work actually performed during periods of standby. Employees in Work Group II (Appendix A) who are salaried employees and exempt from overtime requirements shall not receive overtime compensation for work actually performed during periods of standby. In no event shall this Agreement provision cause a reduction in the weekly salary of employees designated exempt from overtime under the provisions of the FLSA.

2. Process. Each work group where the District requires formal standby will create a rotational scheduling process that will utilize qualified volunteers prior to assigning standby to an employee. Employees are expected to comply with standby assignments and failure to do so shall subject an employee to appropriate discipline.

3. Supervisory Duties. It is expressly understood that this paid standby program does not relieve supervisors of the requirement to be available to perform supervisory duties on off hours as necessary or required by the District without standby compensation.

**I. Call Time.** The call time provisions for Work Group I (Appendix A) employees who are eligible for overtime are as follows:

1. Minimum Call Time Period. Employees called to work outside of their regularly scheduled shift shall be paid for a minimum of two and one-half (2-1/2) hours at the appropriate overtime rate.

2. Shift Overlap. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid at the overtime rate until he/she completes two and one-half (2-1/2) hours worked. The employee shall be paid for the balance of the regular shift at the straight-time rate.

The time that the minimum call time guarantee overlaps the employee's regular shift will be paid as a premium using a separate payroll code and will not affect the employee's regular shift or hours. Minimum call time overlap is a premium pay and is not subject to retirement withholding and will not be counted toward retirement service credit.

The District and employee will pay retirement contributions for the regular shift hours worked by the employee at the regular rate of pay and the employee shall receive service credit in the Retirement System for the employee's regular shift hours.

3. Rest/Meal Break. If an employee is called to start work less than two and one-half (2-1/2) hours before the start of his/her regularly scheduled shift, the employee shall be allowed a fifteen (15) minute break prior to the start of his/her shift. If the employee is called to start work two and one half (2-1/2) or more hours before the start of his/her regularly scheduled shift, he/she shall receive a thirty (30) minute paid meal break prior to the start of his/her regular shift.

**J. Shift Differential.** This Section applies to represented employees in Work Group I (Appendix A) who are scheduled to work shifts.

1. Premium. Employees who perform work on a scheduled eight (8) hour shift beginning between 11:00am and 10:59pm, inclusive, shall be paid a premium of ten percent (10%) per hour. Employees who perform work on a scheduled (8) hour shift which begins between 11:00pm and 3:59am, inclusive, shall be paid a premium of fifteen percent (15%) per hour.

2. Continuous Operations. In continuous operations, when an employee's shift is extended by additional hours either before or after his/her normal shift, overtime compensation shall be based on the rate for the shift that was extended or actually worked, whichever is greater.

**K. Work-Out-of-Classification**

1. Definition. When an employee temporarily replaces another employee in a higher classification for (three) 3 consecutive workdays, he/she shall be paid the appropriate higher rate for such work retroactive to the first day the employee was assigned. In the case of work out of classification assignments expected to last seven (7) calendar days or longer, the employee must assume the work schedule of the employee being replaced. Whenever practical, work out of class assignments to an individual will be made in increments of (five) 5 workdays or more. The District shall make reasonable efforts to distribute work out of class on an equal and rotational basis for qualified employees. Assignments to perform the work of a higher classification pursuant to this Section shall be tracked by hours worked, and shall not exceed 480

hours in a calendar year. By use of this Section, the District shall not attempt to avoid District Civil Service Rules and the filling of regular full time positions.

2. **Purpose.** The purpose of this Section is not to restrict training opportunities but to encourage proper classification and compensation for work performed.

3. **Training.** Nothing herein shall prohibit the training of an employee in work of a more advanced nature without additional compensation, as long as full duties are not substantially assumed.

4. **Compensation.** Employees shall receive 5% Work-Out-of-Class pay or minimum of the range whichever is greater, not to exceed range maximum.

5. **Process.** The District will first request qualified volunteers for work-out-of-class assignments but in the event that there are no qualified volunteers, the District will assign the work-out-of-class to a qualified employee.

**L. Salary on Promotion.** Salary on promotions will be the closest step of the new range that insures a minimum increase of 5% provided that such increase does not exceed the top step of the range.

**M. Bilingual Pay.** Employees assigned to use more than one language in the course of their employment shall be paid \$175/month for use of each language, including sign language, provided the following conditions are met: a) the District verifies in writing the recurring need to utilize the second language skill on the job, b) the District verifies the employee's language proficiency, and c) the District has the exclusive right to determine the need for job required usage of the second language, the number of persons receiving the pay, and which individuals will be assigned duties requiring second language proficiency. Employees on unpaid status for two consecutive pay periods, due to illness or injury, will have their bilingual premium payments discontinued until they return to work. Employees who request leave without pay (LWOP) for reasons other than illness or injury, will have their bilingual premium pay discontinued effective the first full pay period after their leave begins and the payments will be resumed once they return to work.

**N. Mileage Reimbursement.** The District will reimburse employees for use of personal vehicles for District business at the rate designated by the American Automobile Association, currently \$ .525 per mile. Consistent with current policy, employees may select to receive mileage reimbursement at the rate designated by the Internal Revenue Service, currently \$.485 per mile.

**O. Transportation Subsidy.** The District will provide transportation subsidy up to a value of \$105 per month to subsidize the cost of an employee's regular commute between work and home (i.e., BART Ticket, AC Transit Pass, Commuter Check, etc.). Public transportation tickets, passes or checks available under the subsidy will be disbursed from the District Credit Union.

**P. Adjustment for Overpayments.** In the event an employee is erroneously overpaid by the District, regardless of fault, the District shall recover overpayment by deducting from that employee's regular paycheck either the full amount of the overpayment or ten (10) percent of the employee's gross salary, whichever is less, and continue said deductions for as many consecutive pay periods as necessary until full payment is recovered. The District shall not commence recovery by payroll deductions until written notification has been given to the employee at least ten (10) working days in advance, which includes all the details of the overpayment, and provides employees with an opportunity to respond before any deduction is made. If an employee disputes the overpayment, the District will meet with that employee and his/her chosen representative to resolve the dispute.

### **ARTICLE III - DAYS AND HOURS OF WORK**

**A. Workday and Workweek Defined.** The standard workday shall consist of eight (8) consecutive hours of work within a 24-hour period beginning at 12:01 a.m. The standard workweek shall consist of five (5) consecutive workdays within a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12 midnight Sunday.

**B. Compressed Work Week.** Consistent with current practice, employees shall be afforded the right to work flexible work schedules as provided for in the District Compressed Work Week Guidelines.

**C. Days and Hours of Work.** Work Group I (Appendix A) – In operations where work schedules are changed, the work schedule shall be posted a minimum of one (1) week in advance of the effective date of the change. The District will not temporarily change the scheduled workday or workweek of employees for the purpose of avoiding overtime payments.

**D. 1. Continuous Operations.** In operations in which there are regularly scheduled employment for twenty-four (24) hours per day, seven (7) days per week, the hours of work shall consist of eight (8) consecutive hours per workday, and except during scheduled rotation or relief operation, five (5) consecutive days per workweek (except where alternate schedules are approved by the superintendent for the work unit).

In continuous operations, except where such occurs on a regular recurring basis, as part of rotating shift schedule, employees who are called back to work an eight (8) hour shift after being off their previous shift eight (8) or fewer hours shall be paid one (1) hour at the overtime rate in addition to their pay for such time worked.

Employees in continuous operations who are required to be at their workstations for eight (8) consecutive hours shall eat during working hours.

Seniority will be an important consideration in the assignment of shifts.

**2. Changes in Days and Hours of Work.** It is understood that, all other provisions of this Article notwithstanding the hours of work, workday, and workweek practices in effect on the

effective date of this Memorandum may be continued at the option of the District; provided, however, changes in such practices shall be subject to prior consultation with the Union.

Notwithstanding the above, the District shall be permitted to schedule shifts one (1) hour earlier than current shift starting times. If such shift creates work in two (2) different calendar days, all time will be treated as if it were worked in the calendar day containing the majority of the workday. For example, if the start of the workday is changed from 12:00 midnight to 11:00 p.m., the employee will be paid as if all work commenced at 12:00 midnight.

The District will not temporarily change the scheduled workday or workweek of employees for the purpose of avoiding overtime payments. Employees shall be compensated for time worked in excess of their regularly scheduled workday or workweek as provided in Article II, Section G of this Memorandum of Understanding. Nothing herein shall be interpreted as limiting the District's right to reschedule shifts on a long-term or permanent basis as provided in this Article.

E. Fatigue Time

1. Fatigue time is paid time away from work for Local 21 Work Group I represented employees who have worked overtime without eight (8) hours off between the overtime worked and the beginning of their next regularly scheduled shift, provided that the employee worked two (2) or more consecutive hours of overtime after 10:00 p.m. fatigue time shall be calculated as follows:

- a. Subtract the ending time of overtime from the beginning time of the next regular shift.
- b. Subtract that figure from eight (8) hours.
- c. The difference is the fatigue time due to the employee

Example: OT is worked from 1:00 a.m. until 4:00 a.m. Regular shift begins at 8:00 a.m. The difference if there are 4 hours between the end of OT and the beginning of the next regular shift (8 hrs – 4 hrs = 4 hrs of fatigue time due to the employee).

2. Local 21 Work Group 1 represented employees shall not receive fatigue time if:

(1) the overtime is completed more than eight (8) hours prior to the start of their regularly scheduled shift, or (2) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (3) they are assigned to continuous operations.

3. Fatigue time must be taken during the first or last part of the next regularly scheduled workday. Local 21 represented employees receiving fatigue time shall notify their immediate or after hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

**ARTICLE IV - LEAVE PROVISIONS**

A. Holidays.

1. Legal Holidays. The following legal holidays will be granted eligible employees:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

2. Alternate Days. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

3. Floating Holiday. In addition to the holidays specified above, each employee shall receive one floating holiday per calendar year. If the floating holiday is not used by the end of the payroll year, defined as the last period for which pay is received in December, it shall be forfeited for that calendar year. Use of this floating holiday after the payroll year but prior to the end of the calendar year will be charged against the following year's entitlement.

4. Eligibility. Full-time employees shall receive the above holidays off with no loss in pay when both the following conditions are satisfied:

a) The employee works or is on Authorized Leave (with or without pay) on his/her scheduled workday immediately before and immediately after the holiday; and

b) The employee is on a paid status for at least 8 hours of the payroll period in which the holiday falls.

It is understood by the parties that the District will change Procedure 224 Holiday Leave, Holiday in an Unpaid Status to reflect this agreement.

5. Holiday Pay

a) Work Group I (Appendix A) Employees.

(1) Employees who work on an observed holiday shall receive overtime pay for hours worked in addition to their regular straight-time pay.

(2) Employees whose scheduled day off falls on an observed holiday shall receive a day's pay at the straight-time rate. Such employees who work on an observed holiday shall, in addition, receive overtime for hours worked.

(3) Eight Hour Work Schedule. Employees who work in a 24-hour continuous operation or a 7-day per week operation and are scheduled to work on a holiday and actually work on the holiday as specified in the 2003 MOU between the District and Local 21 shall receive the following:

- Eight (8) hours of regular straight time pay for the holiday worked that will be subject to retirement contributions from both the District and employee and be counted toward retirement service credit.

- Eight (8) hours of holiday pay at the straight time rate that the employee may choose either to receive as pay or add to their vacation accruals. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward service credit.

- Four (4) hours of holiday premium at the regular straight time rate that may be paid or added to compensatory time accruals in accordance with the 2003 MOU between the District and Local 21. If taken as pay, holiday premium pay is not subject to retirement withholding and will not be counted toward service credit. The four hours of holiday premium pay will be reported using a separate payroll code.

Compressed Work Week Schedule. Employees who work in a 24-hour continuous operation or a 7-day per week operation and work on a compressed work week schedule and are scheduled to work on a holiday and actually work on the holiday as specified in the 2003 MOU between the District and Local 21 shall receive the following:

- Nine (9), ten (10), or twelve (12) hours of regular straight time pay for the worked holiday depending on the duration of their regularly scheduled workday that will be counted toward retirement service credit and be subject to retirement contributions from both the District and employee.

- Eight (8) hours of holiday pay at the straight time rate that the employee may choose either to receive as pay or add to their vacation accruals. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward service credit.

- Holiday premium pay equal to one-half of the duration of their regularly scheduled workday at their regular straight time rate, that may be paid or added to their compensatory time accruals in accordance with the 2003 MOU between the District and Local 21. If taken as pay, holiday premium pay is not subject to retirement withholding and will not be counted toward retirement service credit. The holiday premium pay equal to one-half of these regularly scheduled hours worked will be reported using a new payroll code.

(4) In the event that a holiday falls on an employee’s compressed day off, the employee will be credited with eight (8) hours of vacation, or the employee may choose to receive holiday pay, to be added to the eighty (80) hours of regular pay (a total of eighty-eight (88) hours at regular rate for the pay period). If the employee does not indicate that he/she wishes to receive holiday pay, the holiday will be added to his/her vacation balance.

(5) In continuous operations, when a holiday falls on a Saturday or Sunday, the actual holiday will be observed rather than the District-observed holiday.

(6) Holidays that fall during a vacation shall not be charged against vacation credits.

b) Work Group II (Appendix A) Employees. Employees in Work Group II shall not be eligible for holiday pay.

**B. Vacations.**

1. Accrual. Eligible employees shall accrue vacation leave on a bi-weekly basis as follows:

<b>Continuous Service Years</b>	<b>Vacation Leave Hours per Pay Period</b>	<b>Vacation Days per Year</b>
1st through 4 <sup>th</sup>	3.692	12
5th through 9 <sup>th</sup>	4.616	15
10	5.539	18
11	5.539	18
12	5.539	18
13	5.847	19
14	6.154	20
15	6.462	21
16	6.770	22
17	7.077	23
18	7.385	24
19 and over	7.693	25

There shall be no loss of vacation leave accrual for leaves without pay of 160 hours or less in a payroll year; thereafter, there shall be no accrual of vacation leave credits for any workday of unpaid leave in the same payroll year.

2. Initial Use. At any time after completion of the initial six (6) months of service, an eligible employee may use six (6) days credited for the first six (6) months of employment.

3. Use of Vacation.

a) Employees may use vacation leave equal to the accrued vacation leave credited to their account after the first six (6) months of service..

b) Work Group I (Appendix A) employees must charge approved vacation leave against vacation credits in increments of 30 minutes.

c) Work Group II (Appendix A) employees may only charge vacation in full day increments.

d) A maximum of fifty (50) vacation leave days (400 hours) may be deferred by employees. Any employee with deferred vacation accrual in excess of (fifty) 50 days (400 hours) at the end of any payroll year shall have his/her vacation leave balance adjusted and reduced to fifty (50) vacation days at the beginning of the first payroll period in January unless there is specific written authorization from the General Manager to exceed such limit. Employees who have more than four hundred (400) hours of vacation accrued on December 31 will have the option of taking vacation in the first three (3) months of the next payroll year, or being paid for the excess after the first quarter of the next payroll year. The District will discontinue the additional notification of employees by letter of vacation leave balances in excess of 400 hours effective with the end of the 2007 payroll year.

e) Any employee who confirms in writing to the Manager of Human Resources or designee that he/she is going retire in the current calendar year may, at his/her option, retain his/her total vacation leave accrual to the date of that retirement.

f) Whenever possible, vacations shall be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the Department Head or Division Manager may place reasonable seasonal or other restrictions on the use of vacation.

4. Vacation Proration on Separation. An employee eligible for vacation who is separated from District service for any reason shall receive a lump sum payment for any unused, earned vacation.

5. Vacation Sell Back. An employee may choose to sell back a maximum of eighty (80) hours of vacation leave to the District in one hour increments during the payroll year.. Payments to employees resulting from such sell back of vacation shall not be considered

“compensation” as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

**C. Sick Leave.**

1. Definition. Any represented employee who, through no fault of his/her own, is unable to be present to perform his/her duties due to illness, injury, medical or dental treatment, on the part of the employee or medical emergency in the employee's immediate family shall be granted sick leave in accordance with the provisions of this Section.

2. Accrual. Eligible employees shall accrue four (4) hours of sick leave credit for each full biweekly pay period of continuous service, to a maximum of 1040 hours (130 days). There shall be no loss of sick leave accruals for leaves without pay of 160 hours or less in a payroll year; thereafter, there shall be no accrual of sick leave credits for any workday of unpaid leave in the same payroll year.

3. Sick Leave Use.

a) All sick leave used by employees in Work Group I (Appendix A) shall be deducted from the employee's sick leave credits, with the minimum chargeable time being 30 minutes.

b) Employees in Work Group II (Appendix A) may only charge sick leave in full day increments.

c) When sick leave credits are exhausted, unpaid sick leave may be granted.

4. Family Sick Leave. Where employee absence is required due to serious medical emergency in the employee's immediate family (mother, father, stepmother, stepfather, husband, wife, registered domestic partner, son, daughter, stepson, stepdaughter, brother, or sister), a maximum of thirteen (13) days' accrued sick leave charged to the employee's sick leave accruals may be used in a payroll year. Payroll year is defined as the period beginning with the first pay period for which pay is received in January, and ending with the last pay period for which pay is received in December. All family medical leave will be granted in accordance with the Family Medical Leave Act and District policy.

5. Substitution of Sick Leave for Vacation. If an employee becomes ill and takes sick leave before a scheduled vacation begins, the starting date of vacation may be postponed or vacation rescheduled as approved by the District. If an employee becomes ill after his/her last workday before vacation begins or during vacation, and the illness extends more than two (2) vacation days, accumulated sick leave shall be substituted for vacation leave for each full day involved. Request for such substitution shall be made when the employee returns to work, unless he/she wishes to extend the absence, in which case he/she shall contact the supervisor before he/she is scheduled to return to work. Documentation to support such request may be required by the employee's supervisor. Each vacation leave day that an employee was

hospitalized may be converted to sick leave upon submission of satisfactory evidence of hospitalization.

6. Limitations on Sick Leave.

a) An employee who is unable to report for work and who fails to notify his/her supervisor in accordance with work unit procedures, may not qualify for paid sick leave.

b) An employee whose illness or injury arises out of non-District employment is not entitled to sick leave.

c) All sick leave use is subject to review, verification, and approval by the District.

d) A doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations is required if sick leave extends to ten (10) consecutive workdays or more.

e) Upon return to work from sick leave, the employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District-selected physician, if there is reasonable concern about the employee's fitness for duty, or if the employee has an illness that could be contagious. These evaluations will be conducted on District time.

7. Retirement Credit. Consistent with the terms and conditions of the Retirement Ordinance, when an employee's sick leave accumulation reaches the maximum of 1040 hours, any hours which would have otherwise accrued thereafter shall be accumulated without limit. Such hours, when added to the existing sick leave accumulation, become Service Extension Credit to be applied when computing the employee retirement allowance.

8. Service Extension Credit -Conversion. When an employee is released for return to work as shown by medical evidence satisfactory to the District, after sick leave extending for ninety (90) calendar days or more, the hours of sick leave taken shall be restored to the employee's sick leave account when requested by the employee, by deducting that number of hours from any service extension credit in the employee's account at the time of return to work to a maximum of five hundred twenty (520) hours. Such sick leave shall be credited and available for use after the employee's return to work.

9. Sick Leave Buy Back. Employees who use 18 hours or less of sick leave in a six-month period are eligible to sell back 8 hours or 16 hours of sick leave back to the District. Eligible employees may also convert 8 hours or 16 hours of sick leave to vacation hours.

10. Sick Leave Pay-Out in Lieu of Service Extension Credit. Employees who separate from service due to retirement shall have the option of receiving a lump sum cash payment equal to the value of fifty percent of the accrued hours in the employee's sick leave account and Service Extension Credit account, at base rate, not including shift or other

differentials or premiums, less applicable taxes, instead of and in lieu of receiving the Service Extension Credit pursuant to Article IV C 7 and the Retirement Ordinance. Such lump sum payment shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

11. FMLA Leave. Eligible employees who are on paid sick leave or job injury leave will be granted simultaneous leave under the FMLA, after an absence of thirteen (13) consecutive workdays effective January 1, 2004.

**D. Special Leave.**

1. Death in Family. In the event of death in an employee's immediate family (parents, spouse, child, sibling, grandparent, grandchild or any other person sharing a comparable relationship resulting from marriage or registered domestic partner relationship), Work Group I employees shall be granted 40 hours of special leave. Work Group II employees shall be granted five (5) workdays of special leave.

2. Funeral of Relative. Work Group I employees shall be granted eight (8) hours and Work Group II employees shall be granted one (1) workday of special leave to attend the funeral of a close relative not in the employee's immediate family. Close relative includes, spouse's grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, , sister-in-law, brother-in-law, spouse's sister-in-law, spouse's brother-in-law, and employee's aunt, uncle, niece, nephew, and first cousin.

3. Other Deaths. An employee may request authorization by the General Manager for special leave involving deaths other than those listed in paragraphs (a) and (b) above, where the employee considers special leave justified. The decision of the General Manager is final and not subject to appeal.

4. Use of Death in Family, Funeral of Relative, and Other Death Leave. Leave shall be taken immediately following the death of the person unless, because of extenuating circumstances, another specified time is required and specific written authorization is granted by the General Manager to defer such leave to another specified period of time.

5. Jury Duty. An employee shall be granted necessary special leave for jury duty as detailed in an appropriate summons or order. The employee must immediately notify the supervisor when s/he receives a jury duty summons and provides a copy of the instructions that s/he receives. Employees shall follow the instructions of the jurisdiction for which they are summoned, but must report back to work in a timely manner if not required to be present for jury duty or if released from jury duty during the workday.

6. Court Appearance. An employee subpoenaed to appear before a court or other public body on any matter not related to his/her work, shall be granted special leave for such purposes; provided, however, that such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is for domestic relations matters.

7. Military Physical Examination. An employee shall be granted special leave to take a required military physical examination.

8. Military Leave. The District shall grant military leave in accordance with applicable laws.

9. One Day Special Birthday Float. Each employee shall be special leave for his/her birthday based on the employment status of that employee, not to exceed a total of eight (8) hours within the payroll year of his/her birthday. The payroll year is defined as the period that begins after the last payroll in December to the last pay period in the following December, for which pay is received in December. If the One Day Special Birthday Float is not used by the end of the payroll year, it shall be forfeited for that calendar year. Use of this birthday holiday after the payroll year but prior to the end of the calendar year will be charged against the following payroll year's entitlement.

10. Blood Donation. Consistent with District operating requirements, in Work Group I (Appendix B) employees shall be granted special leave of two (2) hours for giving blood donations to District accredited hospital or Red Cross blood banks.

#### **ARTICLE V – INSURANCE, DEFERRED COMPENSATION AND RETIREMENT BENEFITS**

A. Health Insurance. The District shall provide health plan coverage to eligible employees and dependents in each of the approved District Health Plans that currently include:

1. Kaiser Foundation Health Plan. The District shall pay the full cost of premiums for eligible employee and eligible dependent coverage in the Kaiser Foundation Health Plan. During the life of the MOU, the following co-pays and deductibles will be in effect, unless a change is mandated and no longer available from by the provider:

- Office visit co-pay - \$10 effective January 2008; \$15 effective January 2011
- Prescription co-pay - \$10/\$15 effective January 2008
- Emergency room visit (*waived if admitted*) - \$50 effective January 2011

2. Association of California Water Agencies-Blue Cross (ACWA-BC). The District shall pay the full cost of premiums for eligible employees only in the ACWA-BC health plan. The District will pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction on a pre-tax basis. During the life of the MOU, the office visit co-pay for ACWA-BC will be \$15.00 and the prescription drug co-pay will be \$5.00/\$15.00 for generic and brand name drug types, respectively, unless a change is mandated and no longer available from the provider.

3. Health Net. The District shall pay the full cost for premiums for eligible employees only for Health Net California health plan. The District shall pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by

payroll deduction on a pre-tax basis. During the life of the MOU, the following co-pays will be in effect, unless a change is mandated and no longer available from the provider.

- Office visit co-pay - \$10 effective January 2008; \$15 effective January 2011
- Prescription co-pay - \$10/\$15/\$35 effective January 2008
- Emergency room visit (*waived if admitted*) - \$50 effective January 2011

4. For employees without access to Kaiser Health Plan, the District will pay 100% of the medical insurance premium for the employee and dependent coverage in either of the other available District health plans (currently Health Net and Blue Cross). However, if the employee should again become eligible for Kaiser, District coverage will be provided as described in paragraphs 1, 2, and 3 above.

5. If an employee receives medical insurance coverage through their spouse or partner and elects not to receive District paid medical insurance coverage, the employee shall receive \$150 per month in addition to their regular pay. The additional money will be included in the employee's regular paycheck. In no case may an employee receive the additional money in the absence of insurance coverage through their spouse or partner.

**B. Life Insurance.** The District shall pay the cost of employee premiums in the existing group life insurance plan. The face value of the basic life insurance shall be one and one-half times (1.5) the employee's annual salary rounded to the nearest \$1000.00. This includes double indemnity for non-occupational accidental death and dismemberment according to scheduled benefits. Increases in costs which may occur during the term of this Agreement shall be borne by the District.

**C. Dental Insurance.** The District shall pay the cost of premiums for those employees and eligible dependents enrolled in the group insurance plan with Delta Dental and provide 100 percent basic coverage (50 percent prosthodontics) to a maximum of two thousand dollars (\$2000), with a deductible of fifteen dollars (\$15) for the employee and eligible dependents up to a maximum of three (3) such deductions per family unit per year. Increases in costs which may occur during the term of this Agreement shall be borne by the District.

1. **Orthodontic Benefits.** The District shall provide for orthodontic benefits and coverage for all eligible employees and dependents. Such coverage shall be 50/50 coinsurance with a three thousand dollar (\$3000) lifetime maximum per patient with no deductible. Also, the Union agrees that any increase in orthodontic premiums will be paid for by each individual employee during the term of this Agreement notwithstanding any other language. Newly-hired employees will have a one-year waiting period, without claims, for orthodontic coverage.

**D. Long-term Disability Insurance.** The District agrees to continue the existing salary continuation plan (voluntary group long-term disability insurance) and to pay the full cost per month toward the premium for each participating employee.

**E. Insurance Providers/Self-Insurance.** Except for the Kaiser Foundation Health Plan, the District may change or eliminate the carriers or providers of any of the benefits set forth in this

Article or self-insure (provided that there is no decrease in benefit levels), and provide an equivalent plan under the Health Insurance, Life Insurance, Dental Insurance and Long-term Disability Insurance Sections, set forth above, provided the Union is notified in writing prior to such change. Upon written request, the District will consult with the Union concerning such change. Whenever any insurance carrier except Kaiser refuses to provide coverage for any specific benefit or proposes an increase in its premium of more than 20%, the District, after consultation with the Union, may change carriers or benefits as long as a good faith, reasonable effort is made by the District to provide comparable available benefits.

**F. Short-term Disability.**

1. Eligibility. The District will provide short term disability leave (STDL) for employees who are disabled from work and have used all accrued sick leave. The STDL shall be paid at 60% of the employee's monthly salary and shall be subject to regular taxes and payroll deductions. STDL shall be discontinued when the employee returns to work or becomes eligible for long-term disability insurance.

2. Process. A physician's statement verifying the disability that includes a date the employee may be able to return to work shall be submitted along with the employee's request for STDL. The District will retain the services of a third party administrator to evaluate requests for STDL and determine eligibility for the STDL benefits. The District may also develop additional appropriate guidelines for eligibility for this benefit and will discuss said guidelines with the Union prior to implementation.

**G. Supplemental Benefits.** The District will make payments for represented employees under IRS Code Section 125 in the amount of :

- \$855 effective January 1, 2008
- \$905 effective January 1, 2010

1. Election. Eligible employees may elect during the annual election period of each calendar year, to use pre-tax Program funds for District-designated Internal Revenue Service (IRS) Code Section 125 Benefits, OR to receive Program funds in cash on a taxable basis.

2. Eligibility. Represented employees will be eligible for supplemental benefits upon hire; however.

3. Fund Availability. Program funds deferred to IRS Code Section 125 Plan will be available at the beginning of each plan year (calendar year). Those electing cash on a taxable basis will receive a lump sum amount after the first quarter of the plan year.

4. Plan Changes. The District may, after consultation with the Union, add or delete for future calendar years any IRS Code Section 125 approved benefits.

5. Plan Administration A third party administrator will administer the Program, including making payments or reimbursements provided for by the Program and IRS Code provisions.

#### **H. Medical/ Dependent Care.**

1. Program. The District shall establish a salary reduction plan as provided by Section 125 of the IRS Code permitting employees to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursement for verified medical and dependent care expenses, subject to the rules of the IRS and governing regulations.

2. Maximum Reimbursement Amounts.

a) The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of non-medical dependent care expenses is \$5,000 minus the District's contribution.

b) The maximum amount that may be used for reimbursement for personal and dependent medical expenses is \$5,000 plus the District's contribution.

3. IRS Compliance. All medical and dependent care expenses for which reimbursement is required must comply with the requirements of the IRS Code.

#### **I. 401A/401K/457/Roth IRA Deferred Compensation Programs.**

1. Eligibility for 401K. Employees who work in classifications represented by Local 21, are eligible to participate in the District's 401K deferred compensation program in accordance with IRS rules, regulations, and District procedures.

2. Eligibility for 457. All employees who work in classifications represented by Local 21 are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations, and District procedures.

3. Eligibility for 401A. Employees who work in classifications represented by Local 21, are eligible to participate in the District's 401A deferred compensation program in accordance with IRS rules, regulations, and District procedures.

4. Eligibility for Roth IRA. Employees who work in classifications represented by Local 21, are eligible to participate in the District's Roth IRA deferred compensation program in accordance with IRS rules, regulations, and District procedures.

5. Administration Fees. The District will pay up to a maximum of \$105,000 annually for District-wide administration of the 401A/401K/457/Roth IRA deferred compensation programs. If administrative fees exceed \$105,000, the participating employees in the program will assume the additional costs.

6. Deferred Compensation Committee Participation. Local 21 shall be provided formal and equitable participation in the 401A/401K/457/Roth IRA deferred compensation committee.

7. Exclusions. Employees who participate in any District deferred compensation plan may not defer sick leave buyback payments to their deferred compensation accounts.

**J. Vision Insurance.** Effective January 1, 2001, the District shall pay the cost of premiums for those employees and eligible dependents enrolled in the group Vision Service Plan, Plan B with \$10 co-payment. Increases in costs which may occur during the term of this Memorandum shall be borne by the District.

**K. Employee Retirement System**

1. Eligibility for the Employee Retirement System (ERS). Local 21 represented employees are eligible to participate in the District's ERS in accordance with IRS rules and regulations and the District's "Employee Retirement System Ordinance".

2. Retirement Multipliers. The District shall increase the retirement multipliers of 2.2% and 2.42% to 2.6% and 2.82% respectively, for all participants who earn District Service Credit on or after January 1, 2004.

3. Employee Contribution Rate. The employee contribution rate will be 6.83%:

4. The employee contribution rate reflected above is fixed unless the parties agree to an improvement in current retirement benefits through the meet and confer process.

5. Any improvements made by the District to current retirement benefits during the life of this agreement, such as improvements to HIB and COLA, shall be made solely at the District's expense.

6. Retirement Service Credit. For all employees who are hired on or after January 1, 2004, accumulation of retirement service credit shall stop after 18 continuous months of unpaid sick leave or unpaid job injury leave. Accumulation of retirement service credit will resume if the employee returns to paid status.

**ARTICLE VI - PERSONNEL PROVISIONS****A. Personnel Files.**

1. Review of Employee Personnel File. Employees shall have the right to review their personnel files pursuant to applicable state law. No information shall be placed in an employee's personnel file without the employee receiving a copy of the information. The employee shall have the right to respond to any such material. Medical information shall be forwarded to an employee's medical doctor upon written request.

2. Confidentiality. Employee personnel files shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business, the employee, or Union officials in accordance with the employee's written instructions (which shall be filed in the personnel file), or as otherwise required by law (such as by subpoena).

In the event that a business inquirer, creditor, or other person contacts any District supervisor to obtain job reference information on any former or current District employee, the information given out shall be limited to verification of employment, length of employment, and verification of salary range, if the person inquiring first states a salary in the correct range to the District.

3. Disciplinary Documents. All disciplinary documents in an employee's personnel file (with the exception of suspension letters), will be removed from the file three (3) years after date of issuance at the request of the affected employee. Letters of suspension will be removed after three (3) years, at the request of the employee, if no additional written disciplinary action (reprimand or suspension) has been imposed within the three (3) year period following the initial suspension. There must be a three (3) year period without any documented disciplinary action before a suspension letter will be removed from the employee's personnel file.

4. Counseling Memos. Counseling memos will be removed from a supervisor's file after one (1) year unless the employee has not corrected the work performance or work behavior that led to the counseling memo and has received another counseling memo or been disciplined. Supervisors may specify time frames shorter than one (1) year for removal of counseling letters from the supervisory file.

**B. Reduction in Force.**

1. Reasons. An employee may be separated from District employment by reduction in force due to lack of work or funds, retrenchment, or completion of work.

2. Application. Reduction in force in a given classification shall be from all positions in the classification, District-wide.

3. Priority. Reduction in force shall first affect employees having provisional (i.e., Temporary Construction, Limited Term, Temporary) or probationary appointments in the

classification in question. Thereafter, employees having permanent appointments in the classification shall be subject to reduction in force in inverse order the length of their District continuous service.

4. **Demotion to Previously Held Classifications.** An employee subject to separation by reduction in force may elect demotion to classifications in which he/she has previously held permanent civil service status during his/her current period of employment. In such election, the procedures for reduction in force outlined under **Priority** (above) shall be applied to the employee being separated and to all others in the classification in question.

5. **Voluntary Demotion.** In accordance with Civil Service Rules governing demotions and transfers, an employee subject to separation may also be considered for voluntary demotion to other lower classifications or for transfer to classifications at the same salary level, if any vacancies exist. Any employee who is not transferred or demoted to a permanent position shall be offered appointment to any temporary position in his/her classification which is currently filled at the time of his/her proposed termination.

6. **Layoff and Reduction List.** Names of employees affected by reduction in force shall be placed on a Layoff and Reduction List in the order in which they have been laid off or demoted. Such list shall remain in effect for a period of two (2) years, during which time, when vacancies occur in the classification in which reduction in force took place, employees laid off or demoted shall be reinstated in the reverse order of layoff or demotion and receive the same salary step as at the time of layoff.

7. **Severance Pay.** Each permanent employee with a minimum of five (5) continuous years of District employment who is laid off due to a reduction in force shall receive twenty (20) workdays' severance compensation exclusive of any premium, overtime, standby or longevity pay.

8. **Reassignment in Lieu of Lay-Offs.** The parties shall meet when positions are scheduled to be eliminated or substantially changed due to District-initiated changes, including but not limited to reorganization, efficiency, automation and other technological change. All feasible steps (including training and/or transfer) shall be taken to assist employees to locate and prepare to qualify for other positions in the District civil service in lieu of reduction in force; provided that this shall not restrict the District's authority to effect economies or make organizational changes to increase efficiency in District operations.

**C. Probationary Period.** There shall be a twelve (12) month probationary period for all newly hired employees in classifications represented by Local 21. Employees with District civil service status who are promoted to classifications represented by Local 21 will serve a six (6) month probationary period.

**D. Job Share Program.** Job sharing occurs when two (2) employees equally share the work responsibilities of one (1) full-time position on a voluntary basis. The procedural guidelines, salaries, benefits, and other terms and conditions of employment governing

employees who have been approved to participate in a job share agreement are set forth in the February, 1991 Job Sharing Report to the General Manager.

**E. Tuition Refund.** In order to maintain or improve employee job performance or to assist employees in preparation for District employment opportunities, the District will reimburse employees 100% of tuition and textbook costs upon satisfactory completion of an approved course to the maximum amount of \$3500, per fiscal year in accordance with Procedure 5.01 (Tuition Refund for Employee Education).

**F. Computer Loan Program.** The District will provide employees interest-free loans of up to \$2,500 for purchase of personal computers to promote employee skill development.

**G. Telecommuting.** Eligible employees shall be allowed to telecommute according to District telecommuting guidelines. The telecommuting guidelines are not subject to the grievance procedure.

#### **ARTICLE VII - ALTERNATIVE DISPUTE RESOLUTION/LABOR MANAGEMENT COMMITTEE**

**A. Alternative Dispute Resolution.**

1. Purpose. The Alternative Dispute Resolution (ADR) process is intended to assist in resolution of interpersonal relationship issues which are negatively impacting the workplace and may have resulted or could have resulted in a grievance being filed.

2. Process for Referral. With agreement of the employees involved, any interpersonal relationship issue may be submitted to facilitation/mediation before a grievance is filed or during any step of the grievance process.

3. Logistics. The District will pay for the cost of the facilitation/mediation and will provide facilitators who are mutually agreeable to the parties involved in the mediation/facilitation process.

4. Effect of Grievance Procedure. If a grievance has been filed and the parties agree to use this ADR process, the grievance procedure will be suspended pending the outcome of the ADR process. If the matter is not settled through this ADR process, the grievance will continue at the appropriate step of the Standard Grievance Procedure.

**B. Labor Management Committee (LMC).**

1. Scope of Committee. The scope of the Labor Management Committee (LMC) is to discuss and resolve issues of interpretation or application of the Agreement, policies, rules or regulations that govern Personnel Practices and Procedures, Civil Service Rules or Disciplinary Actions.

2. Procedure. Anytime after a written grievance has been filed, either party may request that they grievance be discussed at the next LMC meeting.

3. Effect on Grievance Procedure. Upon request of either party to discuss the grievance at the LMC, the grievance procedure will be suspended until the LMC discusses the grievance and provides direction.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

**A. Intent.** The District and the Union recognize the necessity for speedy and equitable adjustment of all complaints as close as possible to the point of origin. Whenever possible, grievances should be settled with supervisors in the department/division where the grievance originates. It is the intention of the District and the Union to eliminate unnecessary grievances, and to promptly and equitably adjust all those grievances which are meritorious.

**B. Definition.** A grievance is defined as any dispute which involves the interpretation or application of this Agreement, policies, rules or regulations that govern personnel practices and procedures, Civil Service Rules or disciplinary action taken against an employee.

**C. Procedure Steps for Standard Grievance Procedure:**

Step 1. Informal Discussion The employee who has a grievance on a matter other than discrimination, termination or limited Civil Service examination, is encouraged, with or without the assistance of a representative to discuss the matter informally with his/her immediate supervisor. Grievances arising out of termination, Civil Service examinations or claims of discrimination, as described in District Procedure 5.05, are to be processed in accordance with Section D, paragraphs 1 or 2, respectively. Grievances, as defined in Section B above, concerning all other matters (e.g., disciplinary suspensions, etc.) are to be processed in accordance with this Standard Grievance Procedure.

Step 2. Formal Grievance. If the matter is not settled through the informal discussion, the employee must file a written grievance on with his/her supervisor from within fifteen (15) calendar days from the initial date he/she knew, or reasonably could know of the act or omission causing the grievance.

The written grievance shall contain the following:

- a) statement of the grievance and all relevant facts;
- b) specific provisions of the contract, rules, regulations or personnel policies and procedures allegedly violated; and
- c) the remedy sought.

The immediate supervisor may, but is not required to, meet with the employee and his/her union representative to review the grievance in an effort to resolve the issue. The supervisor will provide a written response to the employee that explains the supervisor's rationale and decision within seven (7) working days of receipt by the supervisor of the written grievance.

Step 3. Division Manager, Department Manager, Department Director Review. If the grievance is not resolved by the immediate supervisor, the employee must submit the completed grievance form to the appropriate next level manager within seven (7) working days of receipt of the decision by the immediate supervisor.

The division manager, department manager or department director (i.e., the appropriate level) shall meet with the employee and his/her representative to review the grievance, investigate to the extent necessary, and provide a written response to the employee that explains the managers rationale and decision within seven (7) working days of receipt of the grievance.

Step 4. Binding Arbitration. If the grievance remains unresolved, the Union may submit the grievance to binding arbitration.

A request for arbitration shall be in writing and addressed to the Manager of Employee Relations and must be postmarked thirty (30) calendar days after the employee's receipt of the decision. The request shall clearly state the issue to be arbitrated. The District and the Union shall jointly select an impartial arbitrator. If the parties agree to mutually select an arbitrator without a list, the arbitrator shall be selected within thirty (30) calendar days of receipt of the request for arbitration from the Union. If the District requests a list of arbitrators from either the American Arbitration Association or the California State Conciliation Service, the parties shall select an arbitrator within thirty (30) calendar days of receipt of the list.

The arbitrator shall limit his/her decision strictly to the interpretation, application and enforcement of the provisions of this Agreement, or the interpretation or application of rules or regulations governing personnel practices or working conditions. In cases of suspension or discharge, the arbitrator shall limit his/her decisions strictly to the issue of cause.

The arbitrator's hearing shall be formal and conducted in accordance with usual administrative practices, including recording of proceedings by certified reporter and testimony given under oath. If a transcript of the proceedings is ordered by either party, each party shall pay for its own copies.

The arbitrator shall in no case make any recommendations:

- a) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or the terms of rules or regulations governing personnel practices or working conditions;
- b) inconsistent with the District's duties, responsibilities or obligations particularly with regard to public health and safety and including the Municipal Utility District Act or any other State or Federal law to which the District is subject;
- c) concerning the grievance of any employee who has elected to process a grievance through any other appeal procedure established by the District;
- d) ordering any wage increase or decrease;
- e) ordering the payment of back wages for more than six (6) months prior to the date a written grievance is filed;
- f) reversing, overruling, or otherwise modifying any District decision or omission except after finding (a) the District decision violated some express provision of the Agreement or rules and regulations governing personnel practices or working conditions; or (b) the District decision or omission was under the circumstances arbitrary, capricious or discriminatory.

Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The District shall have no obligation to compensate employees, with the exception of the aggrieved in other than suspension or discharge cases, for time lost during arbitration proceedings, except when any employee is requested by the District to participate in such arbitration proceedings.

The expenses of the arbitrator and certified court report (if used) shall be shared equally by the District and the Union or employee, as appropriate.

**D. Procedural Steps for Expedited Grievance Processes.**

1. Expedited Process for Employment Termination Grievances.

Step 1. The employee whose employment has been terminated may file a formal grievance with the Department Manager/Department Director within fifteen (15) calendar days of notice of termination.

Step 2. The appropriate level manager shall meet with the employee and his/her representative to review the grievance, investigate the grievance to the extent necessary and provide a written response to the employee that explains the manager's rationale and decision within seven (7) working days of receipt by the manager of the written grievance.

Step 3. If the grievance is unresolved, the Union may request binding arbitration within thirty (30) calendar days in accordance with Section C.

2. Expedited Process Limited Civil Service Examination Grievance.

Step 1. The Union may file a Limited Civil Service Examination Grievance on behalf of a current employee or group of current employees by submitting a written grievance to the Manager of Human Resources within the following time limit:

a) Disqualification from examination - Within seven (7) calendar days of notice of disqualification and prior to the administration of the examination.

b) Examination results - Within seven (7) calendar days of notice of examination results.

c) Other grievances pertaining to recruitment, examination, or selection as stated in the Civil Service Rules - Within seven (7) calendar days from the initial date he/she knew, or reasonably could know, of the act or omission causing the grievance.

The Manager of Human Resources shall provide a written answer to the Union setting forth his/her decision and rationale within seven (7) calendar days of receipt of the grievance.

Step 2. If the Union is not satisfied with the Manager of Human Resources response, the Union may request a meeting with the Manager of Human Resources or designee to review and attempt to resolve the grievance within seven (7) calendar days of receipt of the Manager of Human Resources for response. The Manager of Human Resources or designee will schedule a meeting with the Union within seven (7) calendar days of receipt of the Union's request for the meeting.

Step 3. If the Union desires to appeal the District's response to the grievance, it shall notify the Manager of Human Resources in writing within seven (7) calendar days from the time of the meeting that it desires to submit the grievance to expedited arbitration. The expedited arbitration process for Limited Civil Service Examination Grievances shall be as described below and shall be the exclusive means for the resolution of such disputes:

a) Selection of Arbitrator and Scheduling of Hearing: Within seven (7) calendar days of the Union's notice to the Manager of Human Resources, an impartial arbitrator shall be jointly selected by the District and union. If the parties cannot agree on an arbitrator, then the Manager of Human Resources will request a list of five (5) arbitrators from

the California State Mediation and Conciliation Service and the parties shall select an arbitrator by mutual agreement or alternately striking names.

b) The hearing shall be held within fourteen (14) calendar days of the arbitrator's selection. If the arbitrator has no available date within fourteen (14) calendar days, another arbitrator shall be selected until an arbitrator can be found who is available within the fourteen (14) calendar days' time limit.

c) The District and the Union shall each submit five (5) calendar days prior to the hearing a pre-hearing statement to the arbitrator with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present.

d) Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (1/2) hour of such time to respond to the other party's presentation. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply. No transcript or recording shall be kept.

e) The arbitrator shall issue a written award within five (5) calendar days after the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two hours if the arbitrator wishes to raise additional questions. The award shall be final and binding.

f) The fee and expenses of the arbitrator shall be shared equally by the parties.

**E. EEO Discrimination/Harassment Complaint Procedure.** An employee who believes that he/she has been discriminated against based on an EEO protected category may file a grievance in accordance with District Procedure 105.

Step 1. Procedural Violations - If an employee involved in District Procedure 105 believes that the procedure has not been followed, he/she shall file an appeal to the Affirmative Action Office in accordance with Procedure 105, Step 5. On the procedural matter, he/she may file a grievance using the Standard Grievance Procedure, specified in Section C.

Step 2. Arbitration - If the complainant is unsatisfied with the determination made in the case, the Union may file for binding arbitration in accordance with Section C.

**F. Election of Remedies.** It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents, to litigate or otherwise contest the appealed subject matter through the District Complaint Procedure or the District Civil Service Procedure. Litigation or any other contest of this subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to utilize this grievance procedure or to arbitrate the matter. This paragraph is not intended to bar an employee from pursuing any cause of action which has been established by statute.

**G. Waiver of Steps and Time Limits.** Except when otherwise provided, all steps of the grievance procedure shall be utilized unless a waiver of one or more steps is mutually agreed upon in writing. If the employee or the Union fails to process a grievance within specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached, unless an extension of time limits is mutually agreed upon by the parties in writing. If the District fails to respond within specified time limits, the grievant may appeal to the next step, within the specified time limits.

**H. Suspension of Grievance Procedure.** If this Agreement is violated by the occurrence of a strike, work stoppage, other interruption or impending disruption of work, no grievance shall be processed while such violation continues. The grievance procedure outlined herein shall not be applicable to grievances arising in the period between the termination of this Agreement and the effective date of its successor. However, if the parties, despite the termination of the Agreement, are continuing to meet and confer in good faith and an impasse in the negotiations has not been reached, the grievance procedure shall continue to be applicable.

#### **ARTICLE IX - DISCIPLINARY PROCEEDINGS**

**A. Eligibility.** An employee who has successfully passed a probationary period may be disciplined for cause by written warning, suspension or termination. Such disciplinary action(s) shall be subject to appeal through the Grievance Procedure provided for in Article VIII of this Agreement.

**B. Employee Notification.** When the District is considering imposing major discipline (defined as a suspension of five days or more or termination), it will notify the employee and the Union in writing of the pending disciplinary action and will provide copies of any known written materials, reports or documents upon which action is based to the employee and his/her representative before the scheduled pre-disciplinary meeting. The employee will be given the right to respond informally -- either orally, in writing or both -- to the proposed charges. The District is not precluded from using information obtained in the pre-disciplinary meeting in any subsequent meeting or hearing in the event discipline is imposed. The District is also not precluded from using information obtained in investigating information and statements presented at the pre-disciplinary meeting in subsequent meetings or hearings if the discipline is imposed.

**C. Union Notification.** An employee ordered to leave his/her place of work for disciplinary reasons shall, before leaving the District premises, have the right to consult with his/her Union representative. Consultation with a Union representative will not be required in instances in which the supervisor removes an employee from the premises in cases involving violence, willful destruction of property, or to prevent injury to the employee or others. The supervisor shall promptly notify the Union of the action taken, the reasons for and duration of the suspension.

**D. Right to Appeal.** The employee, with or without his/her designated representative, shall have the right to appeal a suspension or discharge either in accordance with the Grievance

Procedure provided for in Article VIII of this Agreement or in accordance with Civil Service Rule XIII, APPEALS, but in no case under both.

**E. Administrative Leave.**

1. Notification. If it is necessary to place an employee on Paid Administrative Leave, the District shall notify the employee and Union. The notification shall include:

- a) The reason why the employee was placed on Paid Administrative Leave.
- b) The steps to be taken during the time the employee is on Paid Administrative Leave.
- c) Anticipated length of the Paid Administrative Leave.

2. Leave Extension. If the anticipated length of the Paid Administrative Leave needs to be extended, the District shall notify the employee and the Union of the reasons for the change.

**ARTICLE X - SAFETY AND HEALTH**

**A. Definition.** The District shall devote every effort to see that District operations are conducted in a safe and healthful manner consistent with the requirements of the work to be performed.

**B. Medical Tests on Employees.** The District recognizes that medical information about individual employees pertaining to accidents or injuries is confidential. The District also recognizes that in the event employees are exposed to carcinogens or other harmful substances which exceed Cal-OSHA Permissible Exposure Limits, Ceiling Limits and Short-Term Exposure Limits, medical monitoring shall be made available at no cost to the employee but may be required when legally mandated.

**C. Results of Government Inspections.** Upon receipt, the District shall provide the Union with notices, postings, accident investigation reports, hearing decisions and other documents received from Cal/OSHA or other regulatory agencies which by law require the District to take action.

**D. Accident Reports.** The District shall provide the Union with a copy of its monthly safety summaries. The District will also provide the Union with copies of Cal/OSHA 200 reports.

**E. List of Substances and Processes.** The District, in compliance with the State of California General Safety Orders, shall maintain Material Safety Data Sheets on special hazardous substances and processes. Upon request of the Union, the District shall supply the Union with a list of all chemicals, etc. for which it has such data sheets. In addition, upon request, the District shall also provide the Union with specific Material Safety Data Sheets.

- F. Report of Safety Violations.** Employees are obligated to report all known safety violations at the time they occur or as soon thereafter as is practical to their immediate supervisor.
- G. No Smoking.** The present “no smoking” policy in effect for District buildings and vehicles shall remain in full force and effect.
- H. Rest Periods.** Employees shall be granted an uninterrupted eight (8) hour period of time off in the event they are required to work for sixteen (16) consecutive hours.

#### **ARTICLE XI. UNIFORMS/SAFETY SHOES**

- A. Uniforms.** With the approval of the appropriate department manager, employees in supervisory classifications who are required to wear coveralls to perform their job duties shall be provided overalls at no cost to the employee.
- B. Safety Shoes.** With the approval of the appropriate department manager, the District shall provide a safety shoe allowance for District approved safety shoes for employees in supervisory classifications who are required to wear safety shoes in the course of performing their job duties.

The District shall provide a safety shoe allowance of \$170 on receipt of evidence of the purchase of District approved safety shoes. Employees shall procure their District provided safety shoes at District identified vendors under a purchase order program. Employees can visit the selected vendors and select their shoes from the vendors provided that: 1) the shoes meet the ASTM-F2413-05 safety standards and 2) the after tax cost for the shoes does not exceed \$170. Costs for shoes in excess of this amount shall be paid by the employee. Safety shoes shall not be purchased on District work time and an employee identification badge must be shown to the contract supplier to verify District employment.

#### **ARTICLE XII. CONTRACTING AND SUBCONTRACTING**

- A. Right to Contract.** The right to contract and subcontract are vested exclusively in the District; provided, however, if such contracting or subcontracting work would result in the layoff of an employee in a classification set forth in Appendix “A”, the District shall consult with the Union, prior to such contracting or subcontracting, in an attempt to avert, by transfer or other reasonable means, the layoff of such employee.
- B. Meeting.** In addition to current practice, the District and Union representatives shall meet by department to review contract work and other work that is customarily performed by Union members that the District intends to contract out during the fiscal year. The District shall provide the Union with summary information on the projects and services planned for contracting out at least five (5) workdays prior to the annual contracting out meetings.

**C. Union Review.** The Union shall be offered the opportunity to review and provide comments on the District's Five Year Plan prior to its consideration by the Board of Directors.

**D. Training.** When the District is required to contract out work because District employees lack specific expertise or specialized equipment, the District shall make reasonable efforts to provide training to the affected employees.

**ARTICLE XIII. SAVINGS CLAUSE AND FUTURE NEGOTIATIONS/SCOPE OF AGREEMENT/TERM**

**A. Savings Clause and Future Negotiations.** Should any part of this Agreement, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed upon that upon any such invalidation, the District and the Union will meet and confer with reference to the parts and provisions thus invalidated.

**B. Scope of Agreement.** Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire Agreement between the parties on any and all matters contained in this Agreement. Neither party shall, during the term of this Agreement, demand any change therein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual agreement.

1. The parties shall exclude from the scope of Agreement (Article XII B), and separately negotiate any revisions to the Civil Service Rules and District Policies and Procedures not contained in the MOU, during the term of this Contract.

**C. Term.** Subject to approval by the Board of Directors, the terms of this Agreement shall become effective at 12:01a.m., April 30, 2007 and remain in effect until midnight, April 24, 2011. If at least ninety (90) days prior to April 24, 2011 either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained herein or termination of all such provisions, this Agreement shall be automatically renewed for successive periods of one (1) year.



**2007 NEGOTIATIONS  
LOCAL 21  
SIDELETTER**

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The District and Local 21 agree to the following:

- The District will perform a classification study of the Wastewater Operations Coordinator position occupied by David Allen to be completed within 60 days after the adoption of the 2007-2011 MOU by the Board of Directors.
- The District will consider, if necessary, a salary adjustment for Information Services Supervisor after completion of a classification study for the Senior Programmer Analyst classification.
- The District will merge the Hydroelectric Power Plant Supervisor classification and two Pardee Maintenance Supervisor positions that supervise Electrical Technicians and/or Instrument Technicians into a new supervisory classification at salary range 72. Salary increases for the two Maintenance Supervisors will be provided after approval of the new classification back to April 30, 2007.



**Attachment 1**

**Payroll Deduction Authorization for Membership Dues or Service Fee**

LAST NAME	FIRST NAME	MIDDLE	EMPLOYEE NO.
JOB CLASSIFICATION		ORGANIZATION NAME	ORG NO.

Address (for personal mailing) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

Class # and Title \_\_\_\_\_ Date of Birth \_\_\_\_\_

Work location (address/room) \_\_\_\_\_ City/Zip \_\_\_\_\_

Dept/Division \_\_\_\_\_ Work Phone \_\_\_\_\_

Fax # \_\_\_\_\_ E-mail \_\_\_\_\_

**PAYROLL DUES OR SERVICE CHARGE AUTHORIZATION**

I understand that employees of the East Bay Municipal Utility District may be represented by organized labor. I further understand the District has entered into an agency shop relationship with most of these Unions and that as a condition of employment in a job classification represented by one of these locals, I must tender membership dues or a service fee to the Union if I am not a conscientious objector. I further understand and agree that the authorization shall be automatically revoked upon my leaving District employment or upon acceptance of a position without Union representation.

I hereby authorize the East Bay Municipal Utility District to deduct from my first paycheck of each month, the regular dues or service charge as a member of a represented job classification. The amount to be paid to the local Union shall be in accordance with the formula stated in the appropriate Memorandum of Understanding. This authorization shall become effective upon my acceptance in a District job classification represented by a Union covered under the District agency shop agreement.

**APPLICATION FOR MEMBERSHIP – AUTHORIZATION**

Desiring to become a member of the *International Federation of Professional & Technical Engineers*, I hereby make application for admission to membership and authorize such organization to be my exclusive collective bargaining representative. In accordance with the Agreement with the Union, I authorize deductions from my wages or salary of dues/fees/contributions as certified by the Local Union.

Service Fee Payer       Local 21, EBMUD Chapter Membership

**Please initial above indicating selection.**

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE