

CALAVERAS COUNTY WATER DISTRICT

MEMORANDUM OF UNDERSTANDING  
with  
SEIU LOCAL 1021  
Term: July 1, 2017 through June 30, 2020

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**ARTICLE 1 RECOGNITION AND DEFINITIONS**

- A. Recognition: The Calaveras County Water District, hereinafter called "District," recognizes S.E.I.U. Local 1021, hereinafter called "Union," as the exclusive bargaining representative for all regular full-time and regular part-time positions listed in Appendix A.
- B. Definitions:
1. Days: Unless otherwise indicated, all references to "days" shall mean "calendar days."
  2. Employee: A person in the bargaining unit.
  3. Management: All references to District management staff, including Department Heads and the General Manager shall include "or his/her designee" among those who may act in such capacity.
  4. Regular position: A District-budgeted position for a specific percentage (50% or more) of Full Time Equivalent [FTE] employment (2080 hours/year).

**ARTICLE 2 UNION RIGHTS**

- A. Union Communications: The Union shall be afforded the use, without charge, of any District interoffice communications systems for transmission of information concerning Union matters. Such use shall not extend to the use of the U.S. Mail, direct communication to/from employees in violation of federal law, or to the making of long distance telephone calls, at District expense. Union phone calls to and from work shall not unduly interrupt or interfere with normal operations.
- B. Use of Facilities: The Union shall be afforded use, without charge, of District buildings at reasonable times for Union matters. With the exception of normal wear and tear, the Union shall be responsible for any damage to District property caused by such use.
- C. Union Negotiating Representatives: The District shall allow up to four (4) Union representatives (or up to two (2) alternates) release time for formal negotiations with the District for purposes of reaching a successor MOU. Release time shall include travel time and up to one (1) hour prior and up to one (1) hour after each negotiations session. Such representatives shall be designated by the Union in writing.
- D. Access to Information: Review at reasonable times of any public material in the possession of the District will be allowed. One (1) Union member chosen by the Union shall be released from work to attend the necessary portions of the public session of scheduled District Board meetings when issues affecting the Bargaining Unit are on the agenda. One (1) copy of the agenda package will be provided to the Union designee prior to each meeting. Such release time shall be discussed with the Department Head prior to the meeting.
- E. Shop Stewards: The District recognizes the right of the Union to select five (5) Union Stewards. The District agrees that there will be no discrimination against the authorized steward because of Union activity. The District shall recognize stewards

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when the Union has notified the District in writing of the selection of Union Stewards.

Shop stewards will obtain permission, whenever practicable, from his/her immediate supervisor before conducting Union business while on duty. Stewards shall not allow their activities as stewards to unduly interfere with or disrupt the performance of work by any employee.

Shop stewards will be allowed an adequate amount of time to inform new employees, at the employee's District orientation, of Union policies and procedures. The District will notify the chief steward of the date and time of the employee's orientation.

- F. Right to Representation by a Shop Steward: Employees have the right to the presence and representation of a shop steward and/or the paid union representative in all investigative meetings which could lead to discipline.
- G. Access of Representatives of the Union: Representatives of the Union shall be permitted to visit all properties wherein employees under this MOU are employed for the purpose of observing conditions under which such employees are working, provided such visits do not unduly interrupt or interfere with normal operations. Representatives shall be permitted to visit employees at designated standby locations, as well. Union representatives shall notify the District of their intent to visit the site.
- H. Union Bulletin Boards: The District shall furnish at each work location a reasonably sized bulletin board to post Union bulletins and publications. The space provided will be maintained by the shop steward, and official Union representative, with the posting or removal of bulletins and publications to be handled only by the same. Use of bulletin board space by the Union shall be limited to meeting notices, reports of official Union business, recreational or social activities. Such postings shall be in good taste and shall not be political in nature or malign the District or its representatives. All non-permanent notices shall be dated and shall be removed within 30-days of posting. The District retains the right to remove any materials deemed by the General Manager to be in violation of this paragraph.
- I. Subcontracting: No employee shall have his/her assigned hours reduced or lose his/her position to the subcontracting of Bargaining Unit work. The provisions of this section are not intended to limit management's ability to subcontract out work when it has been ascertained that Bargaining Unit employees are unable to perform that work due to time availability. The provisions of this section do not apply to emergency situations that require subcontracting out of overtime work. Prior to contracting out work normally performed by the bargaining unit, the Chief Steward will be notified. If requested in writing within seven (7) days of such notification, the District will meet with the Union and discuss the effects of the contracting.
- J. Dues/Fees Deduction: Upon receipt of an individual, written, and unrevoked check-off authorization from an employee in the Bargaining Unit, the District will deduct from the pay of such employee, during the first two pay periods of each calendar month a sum equal to that employee's one-half of the union monthly membership dues/fees and

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other applicable employee benefit program costs, authorized by the employee which fell due during the immediately preceding month. Sums will be remitted to the Union as soon as is practicable. Payroll deductions shall be made only upon the revocable authorization of the individual employee and such authorization shall continue while the employee remains employed with the District.

- K. Joint Labor and Management Committee: A Joint Labor and Management Committee (JLM) is established to facilitate the smooth and efficient resolution of items for discussion. The JLM shall be composed of two (2) members of the Union and two (2) representatives from Management with each group designating participants appropriate to the issues under review. Items for review may be submitted to the Human Resources Department, or its designee, by either written or oral report. Such items shall not include anything requiring a change in this MOU or anything which could qualify as a grievance or disciplinary actions under Articles 24 or 25. The Human Resources Department will contact both the Union and Management to schedule a meeting and facilitate the review of submitted items by the JLM within fourteen (14) days. The JLM will render its decision within the next two (2) normal business days. The Human Resources Department shall record and return all decisions of the JLM. The JLM shall have no authority to alter this MOU, or to negotiate changes in wages, hours or other terms and conditions of employment as defined under the Myers-Milias-Brown Act. The JLM is responsible for hearing appealed evaluations under 23.J and is given the authority to make a decision.

**ARTICLE 3 MANAGEMENT RIGHTS**

All District rights, functions, except those that are expressly abridged or modified by this agreement, shall remain vested with the District. Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive District right with respect to matters or general legislative or managerial policy, which include but are not limited to:

- A. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the District including the methods, means and personnel by which the District operations are to be conducted.
- C. To schedule working hours, assign work and require overtime when District needs require such action.
- D. To establish, modify or change work schedules or standards.
- E. To direct the work force, including the right to hire, assign, promote, demote or transfer an employee.
- F. To determine the location of all work assignments and facilities.
- G. To determine the layout and the machinery, equipment or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes, allocation or adjustments of any machinery or equipment.
- I. To determine the size and composition of the work force.
- J. To determine the policy and procedures affecting the selection or training of

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employees.

- K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- L. To control and determine the use and location of District employees, property, material, machinery or equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine and enforce safety, health and property protection measures and require adherence thereto.
- O. To transfer work from one job site to another or from one location or unit to another.
- P. To introduce new, improved or different methods of operations or to change existing methods.
- Q. To lay off employees from duty for lack of work, lack of funds or any other legitimate reason.
- R. To reprimand, suspend, discharge or otherwise discipline employees.
- S. To discharge probationary employees without right of appeal.
- T. To establish, modify, determine or eliminate job classifications and allocate District positions to such classifications.
- U. To determine the initial wage of newly created classifications.
- V. To promulgate, modify and enforce work rules, safety rules and regulations.
- W. To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.
- X. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities, unless otherwise prohibited herein and in accordance with Article 2, section I.
- Y. Make reasonable rules and regulations pertaining to employees consistent with the Agreement; and
- Z. Take all necessary actions to prepare for and carry out its mission in emergencies.

No arbitrator shall have the authority to diminish any of the District rights included in this section. Any agreement by the District to meet and confer or meet and consult over the effect of the exercising of a District right shall not in any way impair the right of the District to exercise and implement any of its rights.

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**ARTICLE 4 NO STRIKE/NO LOCKOUT**

- A. No Strike. The Union agrees that there shall be no strike, work stoppage, work slowdown, or other refusal or failure by employees of the District to fully and faithfully perform their job functions and responsibilities. Nor shall there be any other interference of a similar or related nature with the operation of the District by the Union, or by its officers, agents, or members during the term of this MOU, including Union compliance with the request of another employee organization to engage in such activity.
- B. No Lockout. The District agrees that it shall not lockout employees during the term of this agreement as a preemptive labor tactic.

**ARTICLE 5 MODIFIED AGENCY SHOP**

- A. Employees hired prior to August 1, 1997, shall not be subject to the agency shop provision of this MOU. Should such employees elect to join the Union, they shall maintain such membership during the term of this MOU, subject to the provisions of the law which provide for a window period prior to expiration of this MOU, or until the agency shop provision is terminated in accordance with Item B.3 below.
- B. Employees hired on August 1, 1997 and thereafter, shall within thirty (30) days of hire select one of these options:
1. To become a member in good standing of S.E.I.U. Local 1021.
  2. To, in the alternative, decline Union membership, but instead contribute an agency fee, the amount of which shall be determined by March 1 of each year by the percentage of the Union's chargeable expenditures as determined by the Courts for Union services.
  3. To identify themselves as a "conscientious objector," pursuant to Government Code Section 3502.5, an employee who 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, shall not be required to join or financially support the Union as a condition of employment. Such employee is required in lieu of said dues, fees, and/or assessments to pay sums equal thereto to a non-religious, non-labor, charitable, tax-exempt fund chosen by the employee. Said employees shall provide proof of such payments to the Union on a monthly basis as a condition of continued exemption from the requirement of financial support to the public employee organization.
- C. The Union shall hold the District harmless from any liability incurred through entering into this modified agency shop provision.

**ARTICLE 6 SAFETY CONDITIONS OF EMPLOYMENT**

- A. Safe Conditions: No employee shall be required to work with unsafe equipment or under circumstances which would be injurious to his/her health or safety. The District and the Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazards and ensure safe working conditions at all times.

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- B. Safety Committee: The District has a safety program for employees. The District shall allow a minimum of two (2) Union representatives to serve on a joint District/Employee Organization Safety Committee. The Union agrees to cooperate in carrying out such job safety programs, practices and procedures as may be promulgated by the District or required by federal/state law, rule, regulation or order.
- C. Safety Equipment: With the exception of items of personal clothing, the District agrees to provide such health and safety equipment as may be required by the District or by federal/state law, rule, regulation or order. Employees must use the equipment provided. Employees are required to return the safety equipment to the issuing department upon termination, or upon request of the employee's supervisor or of the Safety Officer.
- Any employee required to work in a hazardous condition, as specified by state or federal OSHA regulations, shall wear suitable protective safety boots, safety shoes, or other approved protective equipment.
- Employees required to wear foot protection may elect the option of wearing safety boots or shoes approved by the District. Refer to Article 21, Compensation, for cost and reimbursement.
- D. Alternate Equipment: Employees may furnish, at their own cost, and use enhanced or upgraded safety and health equipment approved by the Department Head.
- E. Work Related Injury or Illness: In the event of injury or illness arising out of employment with the District, an employee incurring such injury or illness shall notify his/her immediate supervisor of the injury or illness immediately or as soon as practicable in accordance with District policy.
- F. Unsafe Equipment/Conditions: As soon as practicable, an employee shall notify his/her immediate supervisor about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated reports of unsafe equipment or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Safety Officer as soon as possible by the supervisor, or the employee. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until the Safety Officer has rendered a decision. If the Safety Officer is not available on a timely basis, the Department Head shall investigate the matter and make the decision in lieu of the Safety Officer.
- G. Right to Refuse Unsafe Work: No employee shall be disciplined for having refused to work with equipment, or under conditions, that he/she believes are a danger to his/her life or limb or the life or limb of others. However, an employee who unreasonably refuses to perform work that is deemed by the Safety Officer to be safe is subject to discipline.



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**ARTICLE 7 SUBSTANCE ABUSE POLICY**

- A. District Policy: The parties to this MOU are opposed to any form of substance abuse in the workplace. Therefore, the District maintains a legally sufficient and comprehensive personnel policy prohibiting substance abuse in the workplace. The policy is contained in the Employee Policy Handbook and the Safety Manual.
- B. Confidentiality: All procedures, records, and information pertaining to the application of the substance abuse policy shall be treated with complete confidentiality within a "need to know" context. Employees who violate confidentiality shall be subject to disciplinary action.

**ARTICLE 8 HOURS OF WORK**

- A. Work Week: The work week shall consist of forty (40) hours within seven (7) consecutive days designated by the District for FLSA purposes. The forty (40) hour work week shall include all time in paid status.
- B. Normal Hours: The normal work day is eight (8) hours long, exclusive of an unpaid lunch break. Depending on the length of the lunch hour, office hours shall be 7:30 a.m. – 4:00 p.m. (or 4:30 p.m.); field staff hours shall be 7:00 a.m. – 3:30 p.m. (or 4:00 p.m.), or an alternate schedule approved by the General Manager and the Department Head. The General Manager and Department Head may alter the normal working hours to achieve the needs of the District. Permanent day off or schedule changes shall be in writing and based upon seniority between (among) qualified individuals at the reporting site. Work schedule changes shall not be used to discipline employees.
- C. Flexible Hours: Flexible hours may be evaluated on a case-by-case basis, provided there are clear advantages to both the employee and the District, and that they result in no reduction in service. All work hour modifications require the written approval of the General Manager and Department Head, and shall comply with the terms of the Fair Labor Standards Act (FLSA).
- D. Lunch Breaks/Rest Breaks:
  - 1. Department Heads and supervisors shall schedule an unpaid one-half or one hour lunch break at approximately mid-point of the shift and rest breaks at other times to ensure that sufficient employees are available to sustain normal operations throughout normal working hours. To the extent that an employee is not provided the opportunity for their unpaid lunch break at the direction of management or Supervisor and it is not provided at another time during their shift, the employee may end their shift one half-hour early, unless otherwise directed by a Department Head or Supervisor.
  - 2. Employees shall normally receive two (2) fifteen minute rest breaks per work day, one (1) each in the morning and afternoon. Such rest breaks shall not be scheduled at the beginning of shift. If rest breaks are missed at the direction of management, the Department Head or Supervisor shall approve other times to accommodate such rest breaks during the shift. Except as provided in Section 3 below, if an employee is not provided a rest break at the direction of management during their shift, they will be

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compensated for such rest break time at a rate of 1.25 times their base rate of pay. Such payment will not count as "regularly scheduled hours" for purposes of overtime.

3. With department head approval, employees may combine their two (2) fifteen minute paid rest breaks into a 30 minute paid break with their unpaid lunch period. However, such 30 minute paid break does not count as "regularly scheduled hours" for purposes of overtime.

4. Example: Employee has regularly scheduled hours of 7:00 a.m. to 3:30 p.m. During a regularly scheduled shift, the employee at the direction of management works continuously with no rest breaks or lunch break. Because the employee did not get a lunch period, the employee is allowed off work a half-hour early at 3pm. The employee is paid 8 hours of regular time for hours worked and 0.5 hours at 1.25 times for working through the rest period. If the employee in this scenario is not allowed by management to get off work a half-hour early following the missed lunch break, the employee would be compensated an additional 0.5 hours at 1.5 times (overtime) for working through lunch and therefore working over the regularly scheduled eight (8) hours in a day.

E. Reporting Site: Probationary employees shall be assigned a reporting site to start their work day, which site may be changed from time to time by the District. After successful completion of the probationary period, an employee shall be assigned a designated reporting site which may be anywhere in the District. However, when an employee is temporarily (up to 120 days) assigned to a reporting site other than his/her normal reporting site, the District will provide the employee transportation or mileage reimbursement per current District Policy for use of a personal vehicle. Transportation for temporary assignments shall require the written approval of the General Manager. In the event that the time of travel from the normal reporting site to the temporary reporting site is of longer duration than to the employee's normal reporting site, the additional time shall be paid time. If the travel time to the temporary reporting site is of shorter duration than to the employee's normal reporting site, no travel time shall be paid. The reporting site will be documented. Logistics of the changes shall be worked out by the District and the employee.

F. Overtime: Overtime is that time authorized and directed by management and defined as one of the following:

1. Any hours worked outside of or in excess of regularly scheduled hours will be considered overtime (OT). Any work in excess of 12 hours will be considered double time (DT) and all DT will be based on actual time worked. PTO and CTO hours taken during regularly scheduled hours do not count towards regularly scheduled hours for purposes of determining overtime.
2. The District's workday is a twenty-four hour period beginning at 12:01 a.m. The District's workweek begins on Monday and ends at the end of the work day on Sunday. "Regularly scheduled hours" are the hours an individual employee is scheduled to work the majority of his or her work days. Regularly scheduled hours will differ between employees depending on the assigned site and position. Any work performed outside of an employee's regularly scheduled hours will be

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compensated as overtime. Any work performed in excess of 12 hours will be compensated as double time. Overtime or double time work that continues into the next workday (past 12:01 a.m.) will be compensated as overtime or double time depending upon the number of hours the employee has continuously worked - - not at the employee's regular rate. Example: Employee works his or her regularly scheduled hours of 6:00 a.m. to 2:00 p.m. Employee is paid the employee's regular rate. Employee is called back to work at 10:00 p.m. and works until 2:00 a.m. Employee is paid overtime for each of these additional four hours.

G. Overtime Authorization:

Non-emergency Overtime: All overtime must be approved by the immediate Supervisor or the Department Head unless it's an emergency. After 12 hours, before going into double-time, the employee is to call the Department Head or Supervisor to see if the employee will go into double time pay status or be relieved.

H. Overtime Compensation: All employees covered by the MOU shall be paid at the rate of time-and-one-half of their regular hourly rate for overtime as defined in Article F, and, two (2) times the regular rate of pay for time worked as defined in Article F as "double time."

I. Overtime Meals: A meal shall be provided, or the employee reimbursed at the rate defined under the then current travel reimbursement policy, for the appropriate meal based on time of day. A receipt will be required. Eligibility will commence after four (4) hours of overtime work and continuing during every four (4) hours of work thereafter. During emergencies, the lead person shall assess the situation and determine the needs of the crew with regard to scheduling meals.

J. On-Call Assignments

1. An "on-call period" is defined as a seven (7) day period where an employee is assigned to be on-call for the entire workweek.
2. The scheduling of employees for on-call periods is conducted at the end of each calendar year for the upcoming calendar year. Assignment to one or more on-call periods may be requested by employees, who will then be assigned by employment seniority. That is, when more than one employee requests an on-call period, the most senior will have the assignment. Involuntary assignment of on-call periods shall be by inverse employment seniority on a rotational basis. That is, such on-call periods will be assigned first to the least senior employees, and then to more senior employees in order of seniority. Assignment by inverse seniority will be repeated through the rotation until all assignments are filled for a calendar year.
3. The on-call schedule prepared by the Department Head pursuant to this section shall include all Bargaining Unit employees except those employees who have not been trained and approved to serve on-call duty.

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4. Any assigned personnel may exchange or substitute a scheduled on-call assignment with another qualified employee upon twenty-four (24) hours advance notice to the Department Head.
5. Employees shall be compensated for being assigned an on-call period at the rate of \$400.00 per week – which is based on \$50/weekday and \$75/weekend days. To the extent an employee is assigned on-call during a 7-day period with a weekday that is a District holiday, the employee will be compensated \$75 for that day in lieu of the standard \$50/weekday on-call payment for that day.
6. On-call duty is defined as that circumstance which requires the employee so assigned to:
  - a. Keep a log of calls received, disposition, times and any pertinent information to be delivered to the Department Head by the following work day; and
  - b. Refrain from activities which might impair performance of his/her assigned duties upon call
7. When an employee is assigned to an on-call period, he/she will be provided a District vehicle, radio, pager, or other necessary equipment as determined by the Department Head, to receive and respond to notification in the event of an emergency work need. The radio, pager, etc. shall be kept in the on-call employee's possession during the entire on-call period of that assignment. Notification of an emergency work assignment may also be given in person or by telephone, by any responsible supervising employee.
8. When an employee is on-call, the employee may use his/her time as desired, but must remain within thirty-five (35) minutes of a District facility, be within functional pager range, and be no more than fifteen (15) minutes from a telephone or on-call vehicle. All exceptions must be pre-approved, in writing, by the Department Head.
9. Employees on-call who are required to perform District work as verified by log entries without returning to District facilities shall turn in such time as time worked in increments of fifteen (15) minutes for compensation at the overtime rate. To the extent that any work of seven (7) minutes or less is worked, such time is non-compensable.
10. If an employee on-call is actually called back into work, the callback provisions under Section L – Call-Back shall apply.

**K. Standby Assignments**

1. A standby assignment is when the District designates an employee to be available on a day-to-day basis outside of working hours based on immediate District operational needs or other emergency situations.
2. The same terms and conditions noted above in Section J, Subsections 6-10 apply to employees placed on a standby assignment.
3. Employees placed on a standby assignment are compensated at the rate of \$100/day for

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such assignment.

L. Callback Assignments

1. A callback assignment occurs when an employee is unexpectedly called back to work outside his/her scheduled shift after leaving the worksite of District premises.
2. The call-back period begins at the time the employee starts his/her travel to the work site and ends upon direct return to the employee's home.
3. An employee subject to a callback assignment shall be paid for a minimum of two (2) hours at the overtime rate for each call back event. When the task required by an individual event can be completed in less than two (2) hours, the employee is not obligated to remain for the balance of the two (2) hours and will be paid for the full two (2) hour amount as provided in this section.
4. A call-back shall be defined as an individual event, regardless of how many calls are received for the same event (e.g., specific leak or other problem). Should a repeat call-back occur for the same individual event, pay will be the original call-back two (2) hour minimum or actual combined time spent, whichever is greater.
5. In the case of multiple call-backs for different individual events, a separate two-hour minimum callback will apply for each different event.
6. If an employee on a scheduled PTO day-off is authorized to respond to a callback, the same compensation provisions apply. However, the employee will not be paid the PTO they were scheduled to use for the time they were subject to callback.

M. Timesheets: All employees shall complete District approved time sheets which must be completed in ink and signed by the employee, signed by the employee's immediate supervisor, and the original timesheet submitted on the time schedule required by the District. For purposes of convenience, field staff may initially submit a timesheet by fax, but the original shall ultimately be forwarded to Payroll for audit purposes.

N. Long Shift Rest Periods: All employees shall be guaranteed a minimum of eight (8) hours off duty when they get off after midnight, or after performing sixteen (16) consecutive hours of work. Any portion of this designated rest, which would be normally scheduled work time, shall be paid at the employee's regular rate of pay. Exceptions may be made by the District in emergency situations or unusual circumstances.

When an employee is called back after midnight, the employee will not be guaranteed a rest period as defined in this Article. Upon request of the employee, and approval of the Supervisor or Department Head, the employee shall: a) accrue his/her hours worked toward his/her normal eight (8) hours; or b) the employee completes his/her normal shift and the hours will be paid at the overtime rate as stated in Article 8(F) and (H). In no case will the employee be directed to work more than sixteen (16) consecutive hours.

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**ARTICLE 9 HOLIDAYS**

A. The following days shall be recognized and observed as paid holidays:

1. New Years Day
2. Martin Luther King Jr. Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day (second Monday in October)
8. Veteran's Day
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day

An employee is eligible for holiday pay if he/she is in paid status on the work day before and the work day after the holiday.

- B. Each employee shall be entitled to schedule and take one personal holiday each year that, if not used, shall not carry forward or have any cash value. A request by the employee and approval by his/her Department Head shall determine the day on which the personal holiday is taken.
- C. Whenever a holiday falls on a Saturday the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday the following Monday shall be observed as the holiday. Exceptions: When Christmas Day falls on Saturday, the preceding Thursday shall be observed as the holiday. When Christmas Eve Day falls on a Sunday, the following Tuesday shall be observed as the holiday.
- D. When an employee's regular day off falls on a standard holiday, the employee's holiday will be scheduled with his/her Department Head, to be taken within the pay period before, during, or after the actual holiday.
- E. Every day appointed as a holiday by the President of the United States, or the Governor of the State of California, and approved by the Board of Directors shall be considered a holiday for District employees.
- F. Accruals of "Floating Holidays" under the previous agreements, shall be maintained until used or paid off upon retirement or separation from the District.
- G. The following three (3) holidays may be used as "floating holidays" which can be taken as a regularly scheduled holiday, or substituted for an alternative day off within the calendar year with prior approval from his/her Department Head. If these holidays are

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not taken prior to December 31 each calendar year, they may be paid out: Martin Luther King Jr. Day, Presidents Day and Veterans Day.

**ARTICLE 10 PAID TIME OFF (PTO)**

A. Accruals are based upon full-time service and will be prorated based on the percentage of hours in paid status when the employee is not in paid status for the full pay period.

1. Employees hired before date of ratification

<u>Months of continuous service</u>	<u># of hours / days</u>
0 to 36 / 0-3 years	176 hrs / 22 days
37 to 120 / 3-10 years	216 hrs / 27 days
121 and more / 10+ years	256 hrs / 32 days

B. Maximum Accruals: PTO time may be accumulated up to five hundred twenty (520) hours, after which, accumulation shall be suspended until PTO is taken to reduce the total accumulated below the maximum. Persons with PTO accumulations more than five hundred twenty (520) hours may be paid for that overage plus an amount determined by the employee up to eighty (80) hours to allow room for future accrual.

C. Limited to Accrued Balance: At no time shall an employee be allowed to receive paid time off in excess of his/her accrued and available PTO.

D. Use and Reporting: Paid Time Off is provided for use as vacation, sick and personal time off. Employees shall be responsible for the accurate reporting of PTO taken and the nature of the cause for absence. While the District acknowledges that illness is not a scheduled event, all other uses of PTO will require authorization in writing by the Department Head a minimum of two (2) weeks in advance of the event. Exceptions may be made at the General Manager's discretion.

In order to receive compensation while ill, the employee shall notify his/her immediate supervisor prior to the employee's start time, or as soon thereafter as practical. The employee shall maintain appropriate communication with the office during the period of illness. If possible, the employee shall notify the office the day before returning to work. PTO for illness must be submitted for authorization within one (1) week of the employee's return to work. Normally, the General Manager may require a medical release from a licensed physician in the event an illness results in an unscheduled absence in excess of three (3) days, however in situations of suspected abuse, a medical release can be required after notice to the employee.

Employees may take their PTO time all at once or in one-quarter-hour increments.

E. Unauthorized Use: No employee shall be entitled to PTO while absent from work for the following reasons:

1. Disability arising from a sickness or injury purposefully self-inflicted or caused by the employee's willful misconduct.
2. Sickness or disability sustained while on unpaid leave of absence.

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3. Disciplinary Suspension or Leave without Pay.
- F. PTO During Worker's Comp: If an employee has an injury or illness which entitles him/her to compensation payments from the District under the provisions of the Workers' Compensation Act, and if the employee, as a result of this injury or illness, is unable to perform the duties of his/her employment, the employee has the option of using accumulated PTO to receive pay in coordination with pay from Workers' Compensation payments. Notice needs to be given to the Human Resources Department to continue payment.
- G. Termination Pay Out: At termination of employment for any reason, the District shall compensate the employee for all PTO earned, but not yet taken.
- H. PTO Use Prior to Unpaid Leave: The District will require an employee to use all available PTO for any scheduled or unscheduled absence prior to considering any application for unpaid leave except as allowed by state or federal law.
- I. Integration with Holidays: If a holiday falls on a workday during an employee's PTO, that day shall be considered as a paid holiday and not PTO.
- J. Integration with Call-backs: If an employee on scheduled PTO is authorized to respond to a Call-back, the time involved in the call-back shall be considered work time, replacing the equivalent PTO hours.
- K. Pay Out Restrictions: PTO is provided to employees as personal time, for illness, and as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of PTO shall be restricted.  
At no time shall an employee be allowed to receive pay in lieu of PTO to drop his/her banks below 40 hours.
- L. Donation of PTO Hours: Donation of PTO hours is designed to allow employees to help other employees who, themselves or their immediate family, have a medical condition or bereavement which will require the employee to be on unpaid leave for a period of time. The procedure for donation of PTO is as follows:
1. Upon receipt of a valid request for donations from an employee entitled to accumulate PTO, the General Manager will post a notice of the eligible employee's need for donations of leave on bulletin boards accessible to employees. Confidential medical information will not be included on this notice.
  2. All donations will be voluntary.
  3. Employees may donate up to sixteen (16) hours per month to each employee.
  4. Donations must be made in whole hour increments.
  5. All donations shall be irrevocable.



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6. Employees wishing to donate time must fill out a request form available from the HR Department stating donating employee's name, department, and the number of hours the employee wishes to donate. The form will also have the name and department of the eligible employee to whom the time is being donated. The request will be signed by the donating employee, authorizing the transfer of donated time.
  7. Upon receipt of the request, payroll shall confirm that the donating employee has accrued enough time to satisfy the donation obligation.
  8. The payroll office shall convert the donated time to the eligible employee's PTO accumulation on an hour for hour basis. Donated time accumulation for any eligible employee cannot exceed twelve (12) weeks.
- M. Payout Alternative. PTO/CTO checks will be issued separately at the request of the employee.

**ARTICLE 11           DISABILITY LEAVE**

- A. Short Term Disability: If the employee is out of work due to pregnancy, injury or illness for at least seven (7) but not more than ninety (90) calendar days, he/she may apply for the Short Term Disability insurance under the terms of the insurance carrier's existing policy paid for by the District. The Short Term Disability Plan shall remain substantially the same or better than the policy in effect as of June 30, 2012. Employees should contact the Human Resources Department for an application.
- B. Long Term Disability: If the employee is out of work due to pregnancy, injury or illness for at least ninety (90) calendar days, he/she may apply for Long Term Disability insurance under the terms of the insurance carrier's existing policy paid for by the District. The Long Term Disability Plan shall remain substantially the same or better than the policy in effect as of June 30, 2012. Employees should contact the Human Resources Department for an application.

**ARTICLE 12           BEREAVEMENT LEAVE**

- A. Event: In the event of a death in the family, an employee may be granted a paid leave of absence not to exceed three (3) days. This is in addition to PTO. The General Manager may require certification.

**ARTICLE 13           JURY/WITNESS DUTY**

- A. Assignment: An employee summoned for jury duty, or subpoenaed as a witness, will immediately notify the District main office of each scheduled work day that he/she will not be reporting to work while serving as juror or witness. While performing jury/witness duty, he/she will be given a paid leave of absence for the duration of said duty. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the employee's conveying to the District any compensation received as a juror or witness, not including any travel or meal allowance received.
- B. Compensation: The District will not compensate an employee if the employee is serving as a paid expert witness, is involved in a legal proceeding against the District

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and the employee is a plaintiff in the action, or if the employee is a party in a legal proceeding that does not involve the District.

**ARTICLE 14            AUTHORIZED LEAVES OF ABSENCE**

- A. Authorization: The General Manager may grant a leave of absence without pay for up to 120 calendar days.
- B. Integration with Time Off: Except as otherwise approved by the General Manager, allowed by law, or noted elsewhere in this Article, an employee shall use accrued PTO prior to any authorized leave of absence without pay. Refer to Employee Policy Handbook relating to authorized leaves.
- C. Insurance Benefits: An employee who wishes to maintain any or all of his/her insurance benefits may do so by paying the premiums for the desired benefits for the period he/she is on an authorized unpaid leave of absence. Exceptions are as noted.
- D. Prior Service: An employee's prior service will be reinstated upon the employee's return to work following a leave of absence, and such prior service shall be added to all service thereafter. Except as otherwise required by law, the term of the authorized leave of absence will not count as service time for PTO accrual, longevity, or seniority.
- E. Temporary Disability: If an employee is disabled or otherwise injured or unable to work, the period of time that the employee is on long or short-term disability, and/or receiving benefits under the District's Workers' Compensation carrier's program, shall be considered a period of authorized leave. Insurance benefits are paid if the employee is receiving benefits under worker's compensation, short-term disability, or pregnancy disability. The employee's accrued PTO may be coordinated with the workers' compensation, short term disability, or pregnancy disability; contact Human Resources.
- F. Family Medical Leave Act: The District shall afford all employees the full protection of the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). An employee shall use accrued PTO for any FMLA/CFRA qualifying absence unless the employee is receiving other salary replacement benefits from disability or workers compensation insurance programs. The District shall pay the health premiums for employees on family medical leave or pregnancy leave for the time specified under applicable statutes.
- G. Intermittent Leaves: If leave is taken intermittently or on a reduced schedule, the District retains the right to transfer the employee temporarily to an alternate position at an equivalent rate of pay and benefits to accommodate the employee's leave schedule and to support the work of the District.
- H. Return to Work: When an employee returns from FMLA or CFRA leave with or without pay, the employee will be returned to his or her same or comparable position if such position exists or unless undue business hardship or detriment to the District would result from such placement.

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**ARTICLE 15                    UNAUTHORIZED LEAVES OF ABSENCE**

Any employee's unauthorized absence, i.e., absence from duty without leave authorized in accordance with the provisions of this MOU, for four (4) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from employment with the District effective as of the last date on which the employee worked. An employee's failure to return to District service within four (4) working days of the expiration of leave of absence authorized in accordance with the provisions of this MOU, or any approved extension thereof, shall constitute an automatic voluntary resignation by such employee from his/her employment with the District effective as of the date of expiration of his/her leave of absence. This action may be appealed through a written request to the General Manager who shall hold a Skelly-type meeting with the employee (and Union representative if invited by the employee) to hear the employee's version of the facts surrounding the absence and why the absence should not constitute an automatic voluntary resignation. Within seven (7) days, the General Manager shall issue his binding decision on the request. No other avenue of appeal shall be available to the employee.

**ARTICLE 16                    CONTINUITY OF SERVICE**

- A.     Length of Service: Length of continuous service with the District will be used as the basis for determining benefits such as PTO. Length of continuous service may also be one of the considerations in promotions, demotions and layoffs.

An employee's length of service will not be broken and benefits will continue in accordance with existing District policies and benefit service contracts during the following breaks in service:

1. Absence for PTO
2. Authorized family medical leave or pregnancy-disability leave of absence, or leave of absence under workers compensation;
3. Absences governed by applicable state and/or federal laws such as military or National Guard service
4. Union leave
5. Other than the leaves noted above or as otherwise required by law, any other leave of absence without pay shall be considered a break in service for the period of the leave.

- B.     Termination: Continuous service with the District will start with the date of employment and will continue until one of the following occurs:

1. An employee is discharged for cause
2. An employee voluntarily terminates employment

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3. An employee retires from District service, or retires under a retirement/disability
  4. An employee is laid off for the period of layoff.
  5. An employee on unauthorized leave of absence for a period of four (4) working days or more shall be considered a voluntary resignation in accordance with Article 15.
- C. Return from Laid-Off Status: Bargaining Unit full-time employees who were laid off and called back for work that is not full-time in nature will have their employment service records maintained so that they accumulate length-of-service as of the original date of hire excluding the period of layoff.
- D. Part-time to Full-time: Bargaining Unit part-time employees who are hired for a position having full-time status will have previously earned length-of-service maintained in their employment service records based upon original date of hire.

**ARTICLE 17                      RETIREMENT SYSTEM**

A. For Employees Hired Prior to August 1, 2012

The retirement plan between the District and California Public Employees Retirement System (CalPERS) provides for the "2.7% @ 55" retirement formula for all eligible employees hired prior to August 1, 2012, or prior to the 2012 implementation of the "2% at age 60" retirement plan (as determined by CalPERS), whichever is later. For those eligible employees covered by this MOU, the District will pay a portion of the employee paid member contribution (EPMC) of eight percent (8%) of employee base wages per the following schedule:

Beginning FY 2012-2013    6% paid by District, 2% paid by employee  
Beginning FY 2013-2014    4% paid by District, 4% paid by employee  
Beginning FY 2014-2015 and subsequent years: 0% paid by District, 8% paid by employee

The District shall deduct from employee's salary on a pre-tax basis, each pay period, the appropriate percent of employee contribution and shall submit said amount to CalPERS.

B. For Employees Hired After August 1, 2012

Eligible employees hired after the 2012 implementation of the "2% at age 60" retirement plan (as determined by CalPERS), shall be entitled to the CalPERS benefits afforded by the "2% at age 60" formula. The final compensation for the purposes of determining the retirement allowance shall be based on the monthly average of the highest 36-month period, as calculated by CalPERS. The District shall deduct from the employee's pre-tax wages, each pay period, an amount equal to the CalPERS employee contribution (7%) and shall submit said amount to CalPERS.

C. The District will not treat any employee contributions as "compensation subject to income tax withholding" unless the Internal Revenue Service or Franchise Tax Board determines

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that such contributions are taxable income subject to withholding, and will adopt CalPERS Resolution to Tax Defer Member Paid Contributions- IRC 414(h)(2), pursuant to California Government Code section 20691. Each employee is solely and personally responsible for a federal, state, or local tax liability of the employee that may arise out of the implementation of this section, or any penalty that may be imposed thereof.

**ARTICLE 18                      UNIFORMS AND PROTECTIVE CLOTHING**

- A. Uniforms: For public identification, it shall be mandatory that District clothing (shirts) be worn at all times by field employees while performing District work. The District will provide shirts and hats to all field employees and overalls and jackets to designated employees. All garments will have the District logo and name tags. Long, durable pants shall be worn at all times for lower extremity protection, and appropriate footwear shall be worn at all times as well. District policy as created and updated shall cover the issuance procedure, care, and accountability of uniforms.
- B. Costs: Including and in addition to the requirements of section A above, the cost of uniforms and/or protective clothing that employees are required to wear shall be borne by the District. Advance approval from the Department Head shall be required prior to purchase.

Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) the purchase, rental and maintenance services of the District's required uniform (shirts) qualifies as special compensation under the category of Uniform Allowance, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the District does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

For providing (purchasing and renting) and maintaining the employee's required uniform the District will report a set monetary value not to exceed \$300 per year per employee to CalPERS. The set uniform monetary value amount reported to CalPERS will derive from the current uniform distributor contract/quote using the average cost of all types of shirts available to each field employee. The value reported to CalPERS will be the same for each field employee and be based off of:

- 5 (five) rented and laundered shirts per week reported per pay period, not to exceed \$225 per year per employee.
- 6 (six) purchased t-shirts per year reported once a year on the pay period after the shirts are received, not to exceed \$75 per year per employee.

Please Note: the reporting of the purchase, rental and maintenance of uniforms is for classic members only as defined by CalPERS.

- C. Issued Equipment and Electronic Devices. District policy as created and updated shall cover the issuance procedure, care, and accountability for equipment and electronic and other costly devices issued to individual employees or groups of employees.

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**ARTICLE 19 TRAVEL COST REIMBURSEMENT**

Employees of the District will be reimbursed for all business related expenses, including, but not limited to transportation, meals, lodging and incidental expenses while attending authorized work-related meetings or other functions in accordance with the District's current Travel Policy (Policy Number 2100) of the Employee Policy Handbook. Payment advances for such travel expenses can be made upon request to the Finance Department as provided under Policy Number 2100.50 of the Employee Policy Handbook no fewer than ten (10) working days in advance of the travel date.

The District will reimburse employees for meal costs in accordance with Policy Number 2100.70 of the Employee Policy Handbook up to the following maximum amounts (including up to a 15% tip):

Breakfast:	\$20.00
Lunch:	\$20.00
Dinner:	\$30.00

**ARTICLE 20 USE OF DISTRICT AND PERSONAL VEHICLES**

A. Use of District-owned vehicles shall be limited to the business of the District by employees with valid and appropriate California Drivers Licenses and shall not be used for personal use at any time.

1. Only authorized persons may ride in District vehicles.
2. District vehicles for purposes other than standby duty may only be taken home upon prior written approval of the Department Head.
3. All occupants of District vehicles are required to wear seat belts.

B. Use of Personal Vehicles: Upon authorization of the Department Head, any employee of the District who uses his/her own private vehicle for District business shall be reimbursed for the cost of said use on the basis of actual miles driven as listed in Article 21, Compensation. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational. Proof of adequate insurance covering collision, personal injury and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

**ARTICLE 21 COMPENSATION**

A. Pay Periods: The District shall establish the pay period length, paydays and starting and ending point of each.

B. Wage Schedule: All employees shall be paid according to the salary schedule shown in the attached Appendix(es).

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Provide the following increases effective with the beginning of the first pay period of FY 2017-2018:

- 2.5% Cost of Living Adjustment

Provide the following increases effective with the beginning of the first pay period of FY 2018-2019:

- 2.5% Cost of Living Adjustment

Provide the following increases effective with the beginning of the first pay period of FY 2019-2020:

- 2.0% Cost of Living Adjustment

C. Compensation at Hiring:

1. New Employees: All newly appointed employees shall be paid at the first step of the wage range for the position to which the employees are appointed except as provided below.
2. Advanced Step Hiring: If the General Manager finds that a qualified applicant cannot be recruited at the first step of the wage range, or the candidate is a former employee, he or she may authorize an appointment at an advanced step of the wage range.

D. Five percent (5%) Between Wage Steps: The difference between pay steps 1 through 5 for all classifications shall be standardized at five percent (5%), known as a "step increase". Normal progression requires twelve (12) months between steps based upon satisfactory performance.

E. Longevity pay: The District shall award longevity pay for continuous service as follows:

15 years	2.5% above employee's current step pay
20 years	5.0% above employee's current step pay
25 years	7.5% above employee's current step pay

F. Merit System: In situations where an employee continuously exceeds the District's expectations for a position, the employee may accelerate through the step process with the approval of the General Manager. An employee who accelerates through the step process will have a new anniversary/step date that will dictate future step increases.

G. Promotion/Transfer, Probation: Employees promoted to a position with a higher wage range shall enter the range at either step 1 of the new range, or at the nearest step that results in a single step increase over the employee's prior rate of pay, whichever is greater.

Bargaining Unit employees who are transferred or promoted to a new job classification shall serve a six (6) month period of probation. In the event that the transferred or promoted employee is unsuccessful on probation for other than disciplinary reasons,

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he/she shall have the right to return to the job classification from which he/she was promoted or transferred.

- H. Off Duty Response Pay: Should an employee who is not on Standby Status be contacted and authorized to respond to District business without leaving his/her location, the employee shall report actual time worked (in increments of fifteen (15) minutes) to his/her Department Head on the following work day to receive compensation at the appropriate overtime rate.
- I. Make-Up Time Off: Rather than utilizing PTO, an employee may elect to make up time off due to appointments during the same work week with approval from the General Manager. Notwithstanding the overtime provisions elsewhere in this MOU, there will be no overtime calculation on the day(s) in which the time is being made up. No makeup days shall exceed eleven (11) hours in duration.
- J. Compensatory Time Off: Employees may be allowed to accrue up to a maximum of sixty (60) hours compensatory time off. Employees who work overtime will be allowed to request either cash or compensatory time off (CTO); however, the Department Head shall have final authority to determine whether to grant compensatory time off instead of cash compensation. Compensatory time off shall be scheduled with the approval of the Department Head. CTO hours may only be cashed out upon request of the employee in the first payroll day of October, January, and April of each fiscal year. Employees requesting such a cash out of CTO hours must make the request to the District at least one (1) week prior to the applicable payroll date. All CTO hours earned but not taken, as of June 30th in each fiscal year, will be paid in the first normal payroll day of July.
- K. Out-of-Class Assignment Pay: With the General Manager's advance approval employees who substantially perform the work duties of a higher classification on a temporary basis shall be paid a 5% pay differential for time so worked. Employees shall be assigned to perform out-of-class work solely in writing by the Department Head. The written assignment shall specify the date and duration of the out-of-class duties assigned, and the out of class compensation shall commence upon that date. After sixty (60) days of that assignment, the employee's wage shall be adjusted to the same as if he/she had been promoted to the higher classification from his/her original pay status. Except in unusual circumstances, out of class assignments shall be limited to one hundred twenty (120) days duration.
- L. Other Compensation Items:
  - 1. Boot Allowance/Winter Gear: The District will reimburse for replacement or repair for up to two pairs of safety footwear that satisfy Cal/OSHA footwear standards as noted in 8 C.C.R. § 3385 in an amount not to exceed \$200.00 per fiscal year. Employees must submit proof of payment in order to obtain reimbursement. Any cost exceeding the amount specified herein will be the obligation of the employee.



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The District shall provide a reimbursement of up to \$200.00 every other fiscal year for Winter Gear beginning with Fiscal Year 2017-2018. Winter Gear items such as gloves, jackets, rain gear, etc. to protect them from inclement weather. Employees must submit proof of payment in order to obtain reimbursement.

2. Approved Use of Personal Vehicle: When use of an employee's personal vehicle is approved and/or required to conduct District business, reimbursement will be at the IRS guidelines rate in effect at the time the travel occurred.
  3. Class A and B Drivers Licenses: Employees required to obtain and renew a Class A and/or Class B driver's license and/or secure endorsements shall have all related costs reimbursed or otherwise paid by the District, including physical examination.
  4. Training/Certifications. The District will pay or reimburse the costs of special training, review classes, exam fees, license and certification fees, and professional association dues as deemed necessary and pre-approved by the Department Head to increase employee skills and benefit District operations.
  5. Certifications/Licenses. For those employees who are eligible for additional pay for backhoe, commercial license, backflow, or chemical disbursement certifications according to the conditions of the Career Ladder, and who maintain those certifications/licenses shall receive a 2% of base pay stipend per certification (to a maximum of 4%) through the term of this agreement.
  6. Wastewater Work Stipend. The District agrees to pay an additional 2% of base pay to those employees assigned to work in and around wastewater in the classes of Distribution Workers (working in either the West Point or Copper Cove area only), Collections Workers, Treatment Plant Operators, Mechanics, Electricians, Controls and Communications Technician, and Construction Workers. This would also apply to employees in those positions on official temporary assignments for one pay period or longer.
  7. Non-Supervisory Regulatory Permit Compliance Stipend. The District agrees to pay an additional 2% of base pay to an employee in a non-supervisory job classification for the time period when the employee's certification is used by the District for the designation of Chief Operator at designated District facilities for compliance permits filed with the State of California.
- M. Reopener: The District agrees to promptly notify the Union in writing upon receiving the 2017 Salary Study Report. For the purposes of not to reduce wages, SEIU or the District may elect to reopen Article 21 to negotiate salary increases for the bargaining unit.

**ARTICLE 22 HEALTH BENEFITS**

- A. Insurance Provided: The District will provide medical, dental, vision, life and disability insurance programs during the term of this MOU upon the terms and conditions set forth in this section as follows:

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1. The plans for insurance in effect on July 1, 2017, or their equivalent, shall remain in effect during the term of this MOU, subject to the allocation of cost of premiums hereinafter set forth.

2. Health Plan Participation.

For the monthly Health Insurance coverage offered by the District, the amounts provided by the District will be limited by the below listed commitment with the remainder of premium to be provided by the covered employee by payroll deduction.

As of July 1, 2017, the District will contribute toward the cost of medical insurance premiums based on the value of the PERS Choice Health Plan (or equivalent offering) rates at the following formula:

Employee Only	100% of the monthly cost
Employee plus 1	85% of the additional dependent cost
Employee plus 2+	85% of the additional dependent cost

3. . A \$500 per month Cash-in-Lieu benefit is provided through the term of this contract to an employee who does not elect/enroll in medical care coverage through the District and provides sufficient evidence that he or she is covered by a group medical insurance plan of their spouse or someone else that provides the minimum essential coverage as required under the ACA regulations. The benefit will be paid in two (2) equal payments at \$250 during each bi-monthly pay period the employee is eligible to receive the benefit.

B. Health Insurance Review Committee. In order to periodically review availability of other health insurance options, a committee of three (3) union members and three (3) management appointees shall meet at least annually to share information and review alternatives for replacement of health insurance. Additionally, the committee will look at reducing health care costs to the employer and the employees.

C. Dental and Vision Care Insurance. Dental and Vision Care Insurance shall be provided through reputable providers. Dental Care insurance shall be provided according to the same District reimbursement schedule as shown above for the medical insurance. Vision Care insurance will be 100% paid for by the District.

D. Life and Disability Insurance. Life and disability insurance policy costs shall be provided by the District during the term of this MOU.

E. Medical/Dental Reimbursement: New hires on or after date of ratification are eligible for reimbursement monies after successful completion of probation. All current employees hired before date of ratification are eligible for reimbursement monies. No reimbursement monies are offered for premium or prescription co-pay payments.

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Eligible employees shall be permitted to turn in claims for unpaid medical and dental costs to the employees as a result of co-payments from Medical and Dental Plans to a combined maximum reimbursement of \$400 per year. This amount shall not be cumulative from year to year. The District assumes no liability for reimbursement for otherwise eligible claims not submitted to the District by March 31st the year following the year of service or for claims deemed ineligible by the District. An extension can be approved by the General Manager. The employee assumes any and all liability for any taxes and other costs due on the monies received if determined by the IRS and/or other governmental agency that such reimbursements are subject to such requirements under its rules.

- F. Retiree Medical Benefits Reopener: During the term of this agreement, the District or the Union may elect to re-open the agreement to meet and confer over retiree medical benefits for new employees.
- G. ACA Reopener: If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on District rights and obligations regarding health benefits for District employees, the District and the Union agree to reopen Article 22 – Health Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the District and the Union, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 22 of the Agreement.

**ARTICLE 23                      PERFORMANCE EVALUATIONS**

- A. Purpose of Evaluation: The preparation and use of employee evaluations are intended for the mutual benefit of the District and its employees. Employee evaluations should be used (a) to identify the District's expectations for the employee's job performance, (b) to acknowledge above standard performance, (c) to prescribe the means and method of converting deficiencies to a required level of performance, and (d) to encourage two-way communication between employees and their evaluators as to how to improve the work environment to increase morale and efficiency. Evaluation of an employee is intended to be participatory in nature involving the employee's input as well as the evaluator's. An employee who receives a "meets standards" evaluation or better, has completed the required time for a step increase and is not on the top step of his/her range is eligible for a step increase.
- B. Evaluators: Employees shall be evaluated by a supervisor or Department Head who shall have personal knowledge of the job performance of the employee, herein identified as "evaluator".
- C. Performance Evaluation System: All evaluators shall use the official form and/or procedure provided by the District. This system and its instructions shall be made available from, and distributed by, the Human Resources Department.
- D. Time for Evaluation of Regular Employees: Regular employees shall be evaluated at least once per year within a month of the anniversary of their date of hire or promotion and thereafter whenever the District perceives the need for such evaluation.

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- E. Completion of Initial Probationary Period: Probationary employees shall serve a one (1) year probationary period and shall be evaluated during the employee's third month, sixth month, ninth, and prior to the employee's eleventh month of service. Prior to the probationary employee's fourth evaluation, if retention of the employee is warranted, the evaluator shall submit to the General Manager the performance evaluation and a recommendation for retention. If the General Manager approves the evaluation, the employee's status will change from probationary employee to regular employee immediately following the anniversary date of the employee's date of hire.
- F. Review of Evaluation: Any evaluation, when completed, shall be reviewed with the employee by the evaluator during the employee's working hours without loss of pay or benefits to the employee. No evaluation shall be placed in any employee's personnel file, or other District record until the evaluation has been reviewed with the evaluated employee. Both the evaluator and the evaluated employee shall affix to the evaluation their signatures and date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions or recommendations of the evaluation, but only that the employee has read the evaluation, and has had the opportunity to discuss it with the evaluator. A copy of the signed evaluation shall be provided to the employee, once it has been signed by all parties.
- G. Employee's Right to Respond: Any employee who wishes to respond to his/her evaluation may, during the employee's working hours, make such a written response, and the response shall be appended to the evaluation and included in the employee's personnel file. Both the evaluator and the evaluated employee shall affix to such written response their signatures, and the date upon which the evaluator receives such written response. A copy of the signed response shall be provided to the employee.
- H. Appeal from Evaluation: Evaluations resulting in an overall rating of standard or above shall not be subject to appeal or grievance procedures.
- I. Completion of Evaluations: Evaluations shall be completed and delivered to employees by their anniversary/step date. In the event that an employee has not received his/her evaluation by 30 days following the anniversary/step date, and is otherwise eligible for a step increase, his/her step increase shall automatically take effect 30 days following and retroactive to the employees anniversary/step date, and is not revocable.
- J. Less Than "Meets" Satisfactory Performance Rating Overall: If the employee's evaluation is not at least "meets" satisfactory performance standards for the employee's position, the District will withhold any merit increase but will review the employee's performance again in ninety (90) days. If the second evaluation is still less than "Meets" standards and the evaluation prevents an employee from receiving a merit increase, the employee may appeal to the JLM for a yes/no answer on whether the employee shall receive the merit increase. A report from the JLM shall be filed with the employee's evaluation. A majority recommendation from the JLM will be binding. If the JLM issues no decision, or results in a 2-2 tie, the matter will be forwarded to the General Manager for a final decision.

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**ARTICLE 24            GRIEVANCE PROCEDURES**

A.     Definitions:

1. Grievance: A timely-filed claim by a Grievant that a specific provision of this MOU has been violated by the District which violation adversely affects the Grievant.

2. Grievant: An employee in this unit who has been directly and adversely affected by the claimed violation.

B.     Procedure for Resolution of Grievances:

Step I

If an employee believes he/she has a grievance, the matter shall be orally, or in writing, brought to the attention of the Department Head in a timely manner, but no later than seven (7) calendar days from the time the employee(s) became aware or should have known of the circumstances forming the basis for the grievance. The supervisor shall have seven (7) days to respond in writing to the grievant(s).

Step II

If the Step I response does not resolve the grievance, the employee and/or Union may forward the grievance, in written form, within fourteen (14) days of the Step I written response to the General Manager, or his/her designee, for consideration at Step II. The grievance form shall include:

- a)     The name(s) of the grievant;
- b)     The basis for the grievance;
- c)     The specific Article(s) and Section(s) claimed to have been violated;
- d)     The date the violation occurred;
- e)     The remedy requested;
- f)     The name of a designated representative (Shop Steward or Field Representative) to assist the Grievant, and
- g)     Date and signature of the Grievant.

Within fourteen (14) days of receipt of the written grievance, the General Manager shall meet with the grievant(s) and the designated representative to try to resolve the dispute. The General Manager shall issue a written response to the grievance within fourteen (14) days of the Step II meeting. By mutual agreement of the parties, the time periods set forth herein may be extended.

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Step III – Mediation

If the grievance is not resolved in Step II, the Union may, within fourteen (14) days of receipt of the General Manager's, response, submit the grievance for mediation. The parties shall then request a mediator from the State Mediation and Conciliation Service to hear the case. The mediator shall hear the case and help the parties to resolve the grievance at this level. If the mediator cannot reach a settlement with both parties, he/she will render a bench opinion as to what he/she believes think will happen during arbitration. The goal is to resolve any grievances without going to arbitration.

Step IV - Binding Arbitration

If the mediator's Step III response does not resolve the grievance, the Union may, within fifteen (15) days of receipt of the mediator's response, submit the grievance for arbitration. From the time of request for arbitration, both parties shall have 60 days to select an arbitrator and schedule a hearing date within those 60 days. The hearing shall be set on the earliest available date of the arbitrator. The parties shall then send for a list of seven (7) arbitrators from the State Mediation and Conciliation Service and select an arbitrator to hear the case utilizing the "alternative strike method." The parties shall request no more than two (2) lists of arbitrators. The arbitrator shall hear the case and issue a ruling which shall be final and binding upon the parties.

The arbitrator shall have no authority to add to, modify, expand upon, ignore or alter the language of this MOU. The arbitrator shall issue his/her decision within thirty (30) days after receipt of the transcript of the arbitration hearing and any written briefs the parties choose to submit. Any award of back pay for personnel placed on non-paid status shall be reduced by the interim earnings of the grievant. The costs of the arbitration, including the arbitrator and reporter fees, shall be borne equally by the parties.

- C. Employee's Right to Representation: Employees shall have the right to Union representation at all levels of the grievance procedure. The parties agree to exercise their best efforts to arrange grievance meetings and arbitration which accommodate the schedules of all participants.

**ARTICLE 25                    DISCIPLINARY ACTIONS**

- A. Progressive Discipline: The principles of progressive discipline shall prevail. Causes for Disciplinary Action are listed in the District's Policy Handbook (Sections 1012.1.1 and 1012.1.2) the steps in the progressive disciplinary process shall include:

1. Oral Warning
2. Written Warning
3. Suspension Without Pay – up to one work shift
4. Suspension Without Pay – more than one work shift

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5. Demotion
6. Termination of Employment

The District may enter the disciplinary process at the appropriate level based upon the severity of the alleged offense.

- B. Minor Discipline: Oral and written warnings shall be considered to be minor discipline that shall be educational rather than punitive in nature. The appeal process for these shall therefore be limited to Step II of the grievance procedure outlined herein.
- C. Intermediate Discipline: A suspension without pay for one (1) work shift or less is considered an intermediate disciplinary action and the appeal process shall be limited to Step II of the grievance procedure and then Article 25 Section H outlined herein.
- D. Removal of Disciplinary Action: If an employee has received discipline at levels (1) and (2) as set forth in Section A above, and has worked one (1) year without recurrence of a similar nature, the record of the discipline shall be permanently removed from all District files, at the request of the employee. If an employee has received intermediate discipline and has worked three (3) years without recurrence of a similar nature, the record of the discipline shall be permanently removed from all District files, at the request of the employee.
- E. Procedure for Imposing and Appealing Severe Disciplinary Actions. Severe Disciplinary Actions may be appealed only by an employee who has successfully completed the initial hire probationary period for their current District Employment. The following procedures shall apply exclusively to severe disciplinary actions:
  1. Notice of Proposed Action. Before taking action to discharge, demote, or suspend a non-probationary unit employee without pay, the General Manager shall serve on the employee, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:
    - a. A statement of the action proposed to be taken.
    - b. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
    - c. A statement that the employee may review and request copies of materials upon which the proposed action is based.
    - d. A statement that the employee has up to ten (10) working days to respond to the General Manager, either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the General Manager.
  2. Response. The employee upon whom a Notice of Proposed Action has been served shall have up to ten (10) working days to respond or protest to the General Manager either orally or in writing before the proposed action may be taken. Upon application and for good cause, the General Manager may extend the time period to respond.

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3. *Response Meeting.* If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the General Manager. At such meeting, the employee may be accompanied by a Union representative.
  4. *Review/Action.* After complying with the applicable requirements of sections above and having reviewed the employee response, if any, given pursuant to the Response section above, the General Manager or his/her designee may order the discipline or discharge of the employee. Such order shall:
    - a. Be in writing.
    - b. State specifically the causes for the action.
    - c. State the effective date of such action, and
    - d. Be served on the employee and, upon written request of the employee, the Union, either personally or by certified mail.
  5. *Appeal.* A non-probationary employee or the Union, on behalf of a non-probationary employee, may protest severe *disciplinary action*, which protest shall be considered an appeal and processed in accordance with Article 24, Grievance Procedure, Step IV, Arbitration.
- F. Paid Administrative Leave: In the event the General Manager deems it appropriate, pending the outcome of a disciplinary investigation, an employee may be placed on paid administrative leave.
- G. One-day Suspensions. For one (1) day suspensions without pay only, after the General Manager makes his decision to uphold the disciplinary action, the employee may request a limited hearing for final decision by the Board of Directors. The hearing shall be in closed session (unless the request specifically requests otherwise) and will be limited to a maximum of one hour presentation of the facts and argument by the District and a maximum of one hour presentation of the facts and argument by the Union. The Board of Directors shall issue its decision in writing within thirty (30) days from the date of the hearing. Nothing herein shall keep the General Manager from implementing the suspension prior to the hearing date.

**ARTICLE 26                    LAYOFFS/REHIRE AND BUMPING RIGHTS**

In the event a layoff, those employees whose positions are scheduled for layoff shall first be given the opportunity to displace, transfer, or demote to another position within the District. Layoffs will be based on the years of service the employee has with the District.

- A. Displacement Procedures: A Bargaining Unit employee who is laid off under these provisions may displace another Bargaining Unit employee within the District provided the employee meets the minimum qualifications of the position or has previously held regular status in the position. Such displacement shall only be to a lower or laterally classed position than that previously held by the employee. If a regular part-time employee makes such a displacement to a regular full-time position, such part-time employee must work the hours assigned to the full-time position. Non Bargaining Unit employees cannot displace Bargaining Unit members.



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- B. Severance Pay: Employees who are ultimately subject to layoff shall be eligible to receive severance pay. The amount shall be equal to one week of pay, at the employee's base rate of pay, for each year of full-time service to the District. Twenty-six (26) weeks of severance pay is the maximum payment by the District.
  
- C. Re-employment Procedures: The names of employees who are either laid off or continue employment in a lower position will be placed on a reemployment list giving the position held at the time of layoff. The reemployment list will be maintained for a period of two (2) years from the date of placement on the list. When a vacancy occurs in a position for which a reemployment list exists, persons last laid off shall be offered the vacant positions, provided they possess the minimum qualifications for the position. The person offered the position has seven (7) business days from the date of acknowledgment of recall notice to notify the District of his/her interest in the position. If he/she declines the opportunity or does not notify the District within that time frame, his/her name will be removed from the list, and the District may contact the next person on the list, or open it to the public if no qualified person is on the list.

**ARTICLE 27 POSTING AND FILLING OF VACANCIES, PROMOTIONS**

- A. Posting: The District shall post all Bargaining Unit positions. All employment opportunities shall be solicited internally first. Internal posting shall be posted for a minimum of ten (10) working days before being advertised externally. If a sufficient number of qualified internal candidates are available, preference will be given to those candidates.
  
- B. Screening: Applications for employment shall be reviewed by the Human Resources Department. Candidates selected for interview shall be interviewed by a screening committee which may, where appropriate, include one (1) Bargaining Unit member.
  
- C. Temporary Vacancies: Wherever possible, temporary vacancies which occur in promotional positions shall be filled by current employees in order to encourage skill development, cross-training, and increase qualifications for future promotional opportunities.
  
- D. Notification to Union: The District shall promptly furnish to the Chief Steward the names and classifications of all newly hired and promoted employees.

**ARTICLE 28 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- A. Full Understanding. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
  
- B. No Interim Bargaining. It is agreed and understood that during the negotiations which culminated in this MOU each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the

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understandings and agreements arrived at after the exercise of that right are set forth in this MOU.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this MOU.

- C. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding on the parties unless made and signed in writing by all of the parties to this MOU, and if required, approved and implemented by the General Manager and/or the Board of Directors.
  
- D. Waiver. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 29 SEVERABILITY**

If, during the term of this MOU, there exists any applicable law, rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with, or enforcement of, any provisions of this MOU, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this MOU shall not invalidate any remaining provisions, which shall continue in full force and effect.

In the event of such severance of a provision of this MOU, the District and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such severed provision.


**ARTICLE 30 TERM OF MOU**


The term of this MOU shall commence at 12:01 am on July 1, 2017, and shall expire and otherwise be fully terminated at 12:00 am (midnight) of June 30, 2020. All elements shall take effect as noted herein or upon ratification.

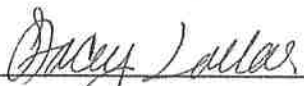
CALAVERAS COUNTY WATER DISTRICT  
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SIGNATURES

For the District:


 6/27/17  
\_\_\_\_\_  
Gage Dungy, Attorney  
Liebert, Cassidy, and Whitmore  
Chief Negotiator

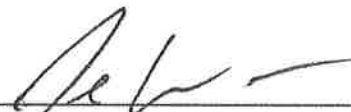
 6/27/17  
\_\_\_\_\_  
Dave Eggerton  
General Manager


 6/27/17  
\_\_\_\_\_  
Stacey Lollar  
Director of HR and Customer Service


For the Union:


 6/27/17  
\_\_\_\_\_  
Cheryl Harris, Field Representative  
SEIU, Local 1021  
Chief Negotiator

 6/27/17  
\_\_\_\_\_  
Robert Creamer  
SEIU President

 6/27/17  
\_\_\_\_\_  
Jeremy Wood  
SEIU Vice President

 6-27-17  
\_\_\_\_\_  
Mike Samorano  
SEIU Negotiator

 6/27/17  
\_\_\_\_\_  
Kelly Gerkensmeyer  
SEIU Negotiator

 6-28-17  
\_\_\_\_\_  
Jeff Davidson  
Board President

Proposed Union Wage Schedule for 2017-2019  
Effective 7/01/2017  
with 2.5% COLA Adjustment

Job Title	Pay Range	Step 1		Step 2		Step 3		Step 4		Step 5		Annual Step 5
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Accountant I	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Accountant II	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Accountant III	21	6,341	36.58	6,658	38.41	6,991	40.33	7,341	42.35	7,708	44.47	\$92,497
Accounting Technician I	10	3,707	21.39	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	\$54,072
Accounting Technician II	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Accounting Technician, Senior	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Administrative Technician I	10	3,707	21.39	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	\$54,072
Administrative Technician II	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Administrative Technician, Senior	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Collection System Worker Trainee	9	3,530	20.37	3,707	21.39	3,892	22.45	4,087	23.58	4,291	24.76	\$51,490
Collection System Worker I	11	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	4,731	27.29	\$56,776
Collection System Worker II	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Collection System Worker III	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Collection System Worker IV	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Collection System Worker, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Construction Inspector I	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Construction Inspector II	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Construction Inspector III	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Construction Inspector, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Construction Worker I	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Construction Worker II	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Construction Worker III	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Construction Worker, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Controls/Communication Technician I	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Controls/Communication Technician, Senior	21	6,341	36.58	6,658	38.41	6,991	40.33	7,341	42.35	7,708	44.47	\$92,497
Controls/Communication, Senior Supervisor	23	6,991	40.33	7,341	42.35	7,708	44.47	8,093	46.69	8,498	49.03	\$101,978
Customer Service Representative I	10	3,707	21.39	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	\$54,072
Customer Service Representative II	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Customer Service Representative III	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Customer Service Representative, Senior	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Distribution Worker Trainee	9	3,530	20.37	3,707	21.39	3,892	22.45	4,087	23.58	4,291	24.76	\$51,490
Distribution Worker I	11	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	4,731	27.29	\$56,776
Distribution Worker II	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Distribution Worker III	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Distribution Worker IV	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Distribution Worker, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Electrician I	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Electrician II	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Electrician, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Engineer - Civil	23	6,991	40.33	7,341	42.35	7,708	44.47	8,093	46.69	8,498	49.03	\$101,978
Engineer - Civil Associate	25	7,708	44.47	8,093	46.69	8,498	49.03	8,923	51.48	9,369	54.05	\$112,430
Engineer - Civil Senior	27	8,498	49.03	8,923	51.48	9,369	54.05	9,837	56.75	10,329	59.59	\$123,946
Engineering Analyst	24	7,341	42.35	7,708	44.47	8,093	46.69	8,498	49.03	8,923	51.48	\$107,076
Engineering Technician I	16	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	\$72,468
Engineering Technician II	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Engineering Technician, Senior	22	6,658	38.41	6,991	40.33	7,341	42.35	7,708	44.47	8,093	46.69	\$97,121
Facilities Maintenance Technician	12	4,087	23.58	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	\$59,614
Information Systems Administrator	24	7,341	42.35	7,708	44.47	8,093	46.69	8,498	49.03	8,923	51.48	\$107,076
Information Systems Analyst	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Mechanic I	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
Mechanic II	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
Mechanic, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Meter Reader Trainee	9	3,530	20.37	3,707	21.39	3,892	22.45	4,087	23.58	4,291	24.76	\$51,490
Meter Reader I	11	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	4,731	27.29	\$56,776
Meter Reader II	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
Senior Supervisor, Construction / Inspection	22	6,658	38.41	6,991	40.33	7,341	42.35	7,708	44.47	8,093	46.69	\$97,121
Senior Supervisor, Distribution and Collections	22	6,658	38.41	6,991	40.33	7,341	42.35	7,708	44.47	8,093	46.69	\$97,121
Senior Supervisor, WWWW Operations	22	6,658	38.41	6,991	40.33	7,341	42.35	7,708	44.47	8,093	46.69	\$97,121
WWW Treatment Plant Operator OIT	11	3,892	22.45	4,087	23.58	4,291	24.76	4,506	26.00	4,731	27.29	\$56,776
WWW Treatment Plant Operator I	13	4,291	24.76	4,506	26.00	4,731	27.29	4,968	28.66	5,216	30.09	\$62,595
WWW Treatment Plant Operator II	15	4,731	27.29	4,968	28.66	5,216	30.09	5,477	31.60	5,751	33.18	\$69,011
WWW Treatment Plant Operator III	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091
WWW Treatment Plant Operator, Senior	19	5,751	33.18	6,039	34.84	6,341	36.58	6,658	38.41	6,991	40.33	\$83,891
Water Conservation Coordinator	17	5,216	30.09	5,477	31.60	5,751	33.18	6,039	34.84	6,341	36.58	\$76,091

**Proposed Union Wage Schedule for 2017-2019**

Effective 7/01/2018  
with 2.5% COLA Adjustment

Job Title	Pay Range	Step 1		Step 2		Step 3		Step 4		Step 5		Annual Step 5
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Accountant I	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Accountant II	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Accountant III	21	6,497	37.48	6,822	39.36	7,163	41.33	7,521	43.39	7,897	45.56	\$94,766
Accounting Technician I	10	3,799	21.92	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	\$55,407
Accounting Technician II	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Accounting Technician, Senior	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Administrative Technician I	10	3,799	21.92	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	\$55,407
Administrative Technician II	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Administrative Technician, Senior	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Collection System Worker Trainee	9	3,618	20.87	3,799	21.92	3,989	23.01	4,188	24.16	4,397	25.37	\$52,769
Collection System Worker I	11	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	4,848	27.97	\$58,178
Collection System Worker II	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Collection System Worker III	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Collection System Worker IV	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Collection System Worker, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Construction Inspector I	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Construction Inspector II	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Construction Inspector III	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Construction Inspector, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Construction Worker I	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Construction Worker II	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Construction Worker III	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Construction Worker, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Controls/Communication Technician I	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Controls/Communication Technician, Senior	21	6,497	37.48	6,822	39.36	7,163	41.33	7,521	43.39	7,897	45.56	\$94,766
Controls/Communication, Senior Supervisor	23	7,163	41.33	7,521	43.39	7,897	45.56	8,292	47.84	8,707	50.23	\$104,480
Customer Service Representative I	10	3,799	21.92	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	\$55,407
Customer Service Representative II	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Customer Service Representative III	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Customer Service Representative, Senior	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Distribution Worker Trainee	9	3,618	20.87	3,799	21.92	3,989	23.01	4,188	24.16	4,397	25.37	\$52,769
Distribution Worker I	11	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	4,848	27.97	\$58,178
Distribution Worker II	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Distribution Worker III	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Distribution Worker IV	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Distribution Worker, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Electrician I	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Electrician II	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Electrician, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Engineer - Civil	23	7,163	41.33	7,521	43.39	7,897	45.56	8,292	47.84	8,707	50.23	\$104,480
Engineer - Civil Associate	25	7,897	45.56	8,292	47.84	8,707	50.23	9,142	52.74	9,599	55.38	\$115,189
Engineer - Civil Senior	27	8,707	50.23	9,142	52.74	9,599	55.38	10,079	58.15	10,583	61.06	\$128,996
Engineering Analyst	24	7,521	43.39	7,897	45.56	8,292	47.84	8,707	50.23	9,142	52.74	\$109,704
Engineering Technician I	16	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	\$74,252
Engineering Technician II	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Engineering Technician, Senior	22	6,822	39.36	7,163	41.33	7,521	43.39	7,897	45.56	8,292	47.84	\$99,505
Facilities Maintenance Technician	12	4,188	24.16	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	\$61,080
Information Systems Administrator	24	7,521	43.39	7,897	45.56	8,292	47.84	8,707	50.23	9,142	52.74	\$109,704
Information Systems Analyst	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Mechanic I	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
Mechanic II	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
Mechanic, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Meter Reader Trainee	9	3,618	20.87	3,799	21.92	3,989	23.01	4,188	24.16	4,397	25.37	\$52,769
Meter Reader I	11	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	4,848	27.97	\$58,178
Meter Reader II	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
Senior Supervisor, Construction / Inspection	22	6,822	39.36	7,163	41.33	7,521	43.39	7,897	45.56	8,292	47.84	\$99,505
Senior Supervisor, Distribution and Collections	22	6,822	39.36	7,163	41.33	7,521	43.39	7,897	45.56	8,292	47.84	\$99,505
Senior Supervisor, W/WW Operations	22	6,822	39.36	7,163	41.33	7,521	43.39	7,897	45.56	8,292	47.84	\$99,505
W/WW Treatment Plant Operator OIT	11	3,989	23.01	4,188	24.16	4,397	25.37	4,617	26.64	4,848	27.97	\$58,178
W/WW Treatment Plant Operator I	13	4,397	25.37	4,617	26.64	4,848	27.97	5,090	29.37	5,345	30.84	\$64,134
W/WW Treatment Plant Operator II	15	4,848	27.97	5,090	29.37	5,345	30.84	5,612	32.38	5,893	34.00	\$70,716
W/WW Treatment Plant Operator III	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964
W/WW Treatment Plant Operator, Senior	19	5,893	34.00	6,188	35.70	6,497	37.48	6,822	39.36	7,163	41.33	\$85,956
Water Conservation Coordinator	17	5,345	30.84	5,612	32.38	5,893	34.00	6,188	35.70	6,497	37.48	\$77,964



**Proposed Union Wage Schedule for 2017-2019**

Effective 7/01/2019

with 2% COLA Adjustment

Job Title	Pay Range	Step 1		Step 2		Step 3		Step 4		Step 5		Annual Step 5
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Accountant I	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Accountant II	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Accountant III	21	6,629	38.24	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	\$96,685
Accounting Technician I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Accounting Technician II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Accounting Technician, Senior	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Administrative Technician I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Administrative Technician II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Administrative Technician, Senior	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Collection System Worker Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Collection System Worker I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Collection System Worker II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Collection System Worker III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Collection System Worker IV	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Collection System Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Construction Inspector I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Construction Inspector II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Construction Inspector III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Construction Inspector, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Construction Worker I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Construction Worker II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Construction Worker III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Construction Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Controls/Communication Technician I	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Controls/Communication Technician, Senior	21	6,629	38.24	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	\$96,685
Controls/Communication, Senior Supervisor	23	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	\$106,595
Customer Service Representative I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Customer Service Representative II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Customer Service Representative III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Customer Service Representative, Senior	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Distribution Worker Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Distribution Worker I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Distribution Worker II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Distribution Worker III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Distribution Worker IV	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Distribution Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Electrician I	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Electrician II	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Electrician, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Engineer - Civil	23	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	\$106,595
Engineer - Civil Associate	25	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	9,793	56.50	\$117,521
Engineer - Civil Senior	27	8,883	51.25	9,327	53.81	9,793	56.50	10,283	59.33	10,797	62.29	\$129,567
Engineering Analyst	24	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	\$111,925
Engineering Technician I	16	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	\$75,755
Engineering Technician II	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Engineering Technician, Senior	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Facilities Maintenance Technician	12	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	\$62,316
Information Systems Administrator	24	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	\$111,925
Information Systems Analyst	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Mechanic I	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Mechanic II	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Mechanic, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Meter Reader Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Meter Reader I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Meter Reader II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Senior Supervisor, Construction / Inspection	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Senior Supervisor, Distribution and Collections	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Senior Supervisor, W/WW Operations	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
WWW Treatment Plant Operator OIT	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
WWW Treatment Plant Operator I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
WWW Treatment Plant Operator II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
WWW Treatment Plant Operator III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
WWW Treatment Plant Operator, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Water Conservation Coordinator	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543

RESOLUTION 2017 - 31

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT

APPROVING A MEMORADUM OF UNDERSTANDING  
WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021


BE IT FURTHER RESOLVED that the Board of Director of the CALAVERAS COUNTY WATER DISTRICT does hereby authorize the execution of a Memorandum of Understanding with the Service Employees International Union (SEIU) Local 1021 acting as a bargaining representative for all regular full- and part-time clerical, technical, professional and operations employees of Calaveras County Water District, specifically for the term of July 1, 2017 to June 30, 2020, said terms and conditions more particularly set forth in the Memorandum of Understanding, attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the Board President and General Manager are hereby authorized to execute said Memorandum of Understanding.


PASSED AND ADOPTED this 28th day of June, 2017 by the following vote:

AYES: Directors Underhill, Ratterman, Thomas and Davidson  
NOES: Director Strange  
ABSTAIN: None  
ABSENT: None

CALAVERAS COUNTY WATER DISTRICT

  
\_\_\_\_\_  
Jeff Davidson, President  
Board of Directors

ATTEST:

  
\_\_\_\_\_  
Mona Walker  
Clerk to the Board

