

# Memorandum of Understanding



**June 6, 2013 - August 31, 2016**

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## **Memorandum of Understanding**

### **Forward**

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

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

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

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

management committee (JLMC). We envision the JLMC as the steward of this Memorandum of Understanding, facilitating its implementation and providing interpretation of its intent when disagreements arise.

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

## **Preamble**

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

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



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

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

## **SECTION 1**

### **DISTRICT RIGHTS AND RESPONSIBILITIES**

#### **1.1 General**

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

#### **1.2 Management**

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

## **SECTION 2                   EMPLOYEE RIGHTS**

### **2.1   General**

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

### **2.2   Agency Shop**

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

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

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

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

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

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

### **2.3 Hold Harmless**

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

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

### **2.4 Representatives**

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

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

- Such meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedule.

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

### **SECTION 3**

#### **RIGHTS OF RECOGNIZED ORGANIZATIONS**

##### **3.1 Scope**

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

##### **3.2 Notice**

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

## **SECTION 4                      EMPLOYMENT STATUS**

### **4.1    Employment Designation**

#### **4.1(a)      Full-Time**

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

#### **4.1(b)      Part-Time**

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

#### **4.1(c)      Casual**

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

**4.1(d) Temporary**

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

**4.1(e) Limited Term**

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

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

#### **4.2 Original Date of Hire**

The date the employee begins work for the District.

#### **4.3 Anniversary**

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

#### **4.4 Years of Service**

For benefits related to years of service:

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

#### **4.5 Seniority**

Seniority is defined for each employment designation as follows:

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



service between the employee's limited term appointment and their appointment as a regular employee.

Seniority is defined as above except as provided herein.

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

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

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

#### **4.6 Probationary Period**

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

The Union will be provided notice of any probationary period extension.

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

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

#### **4.7 Promotion**

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

#### **4.8 Transfer**

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

#### **4.9 Demotion**

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

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

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

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

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

#### **4.10 Temporary Assignments**

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

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

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

If two employees have equal ability, seniority will govern.

## **SECTION 5                    COMPENSATION**

### **5.1    Schedule of Salaries**

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

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

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

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

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

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

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

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

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

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

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

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

## **5.2 Salary Increases**

- a) Effective June 6, 2013, there will be a 3.5% cost of living increase in all steps of all classifications.
- b) Effective March 1, 2014, there will be a 3.5% cost of living increase in all steps of all classifications.
- c) Effective March 1, 2015, there will be a 3.5% cost of living increase in all steps of all classifications.
- d) Effective March 1, 2016, there will be a 3.5% cost of living increase in all steps of all classifications.

## **5.3 Alternate Compensation**

**5.3(a)** The current programs will remain in place through June 30, 2013. Effective July 1, 2013 the District will allocate \$35,000 per year to fund the alternate compensation program. The initial recommendation is to apportion the funds in the following manner:

- \$20,000 to the Goal portion of the program
- \$10,000 to Career Development and Certificate Pay
- \$5,000 for a Special Recognition program

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

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

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

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

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

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

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

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

### **5.5 Salary on Transfer**

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

### **5.6 Salary on Demotion**

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

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

### **5.7 Temporary/Special Assignment Pay**

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

**5.7(a)** The employee will be paid five percent (5%) above the employee's normal hourly rate or one dollar (\$1.00), whichever is greater, but in no case greater than Step 5 of the higher-paid classification, for each hour performing the higher-level work.

**5.7(b)** After 60 consecutive calendar days in which the employee works all his/her normally assigned work hours in the same assignment, the employee will be paid at the rate the employee would receive had he/she been promoted to the higher level classification according to MOU Section 5.1(a), for the duration of the assignment.



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

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

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

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

\* Certified crane operators will receive \$4.00/hour when operating the crane, which includes lifting a load,

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

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

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

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

## **5.8 Team Coordinator Pay**

**5.8(a)** Effective the pay period that includes July 1, 2013; Team Coordinator pay will be \$1,000 per year above the employee's regular annual salary, pro-rated and paid each pay period.

**5.8(b)** In the event that a Team Coordinator is absent for more than 30 days, the TC's responsibilities will be reassigned to another member of the team who will act as back-up TC and receive TC pay while performing TC duties.

**5.8(c)** At the beginning of the next pay period following return of the TC and resumption of TC duties, the back-up TC will cease receiving TC pay and the original TC will resume receiving TC pay.

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

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

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

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

## **5.10 Early Step Increase**

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

## **5.11 Shift Differential**

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

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

### **5.11(b)**

- 1.** Employees working a night/graveyard shift will be paid a shift differential of 7% of employee's hourly salary.
- 2.** Beginning March 1, 2007, Plant Operators assigned to night/graveyard shift will receive a salary differential of 12%.

**5.11(c)** If an Operator is assigned as a single person on shift, the Operator will be paid an additional 2.5% differential for swing shift (total differential of 7.5%) and an additional 3.5% differential for night/graveyard

shift (total differential of 15.5%) for all hours worked alone.

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

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

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

## **5.12 Paycheck Distribution**

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

- 5.12(b)** Employees who are terminated will receive a paycheck at the end of their last day.
- 5.12(c)** Direct Deposit of paychecks is available.
- 5.12(d)** Vacation Paychecks will be made available to employees prior to their leaving on vacation, subject to the following:
- The employee requests a vacation check by submitting a written request to payroll at least two (2) weeks prior to commencing said vacation.
  - These paychecks will be available only if the vacation extends beyond the pay periods and the employee is on paid leave on normal paydays.

## **SECTION 6 HOURS OF WORK**

### **6.1 Hours**

- 6.1(a)** A full-time employee shall be scheduled to work a forty (40) hour workweek within a seven (7) day work period. Full-time employees may work an alternate work schedule.
- 6.1(b)** All part-time and casual employees will be required to work the schedule of hours as assigned.
- 6.1(c)** Full-time and part-time employees who work more than five and one-half (5 ½) hours in a workday will have a designated one-half hour unpaid meal period.
- 6.1(d)** Individual employees may vary their starting and ending times with management approval and as long as sufficient coverage is provided during the hours that the District is open to the public.

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

## **6.2 Shifts Defined**

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

## **6.3 Alternate Work Hour Schedules**

**6.3(a)** Alternate work schedules are defined as daily or weekly schedules which are different from the standard eight (8) hour work-day or five (5) day work-week.

**6.3(b)** Alternate Work Hour Schedules may be developed by teams through a joint problem-solving process which includes both management and affected employee representatives.

**6.3(c)** The proposed alternate schedules will address the following areas: safety, productivity, minimal staffing, adequate supervision, customer input and a description of how the work will get done, including staffing for holidays, vacations, sick leave, and overtime. (Teams should use the template provided to submit schedule.)

**6.3(d)** Schedules must comply with the Fair Labor Standards Act (FLSA).

**6.3(e)** Management and the Teams will agree on Performance Measures and/or Service Levels including unscheduled leave usage and overtime. Alternate schedules shall not increase the use of overtime or sick leave. The Team will include how agreements will be met in their submittals. Service Level Agreements between affected teams must be in place prior to development of an alternate schedule.

Alternate schedules which are developed by the team will be reviewed by the Executive Team prior to the trial period. In the event that the joint group cannot agree upon an alternate schedule, the decision to work an alternate schedule will be made by management.

**6.3(f)** Any new schedules will be done a trial basis. Criteria will be developed which will be used to evaluate the schedule at the end of the trial period.

**6.3(g)** Management will notify the Team when service levels and/or Service Level Agreements are not being met. Notification must include what service levels and/or Service Level Agreements are not being met and the timeframe in which the team must respond. Examples of service levels and/or Service Level Agreements not being met are an increase in leave usage, incomplete work assignments, customer complaints, or jobsite safety violations. Examples of response times required to correct deficiencies and/or meet the service levels and/or Service Level Agreements can vary from one work-day for safety and customer complaints, up to six (6) work-days to develop an action plan which addresses leave usage, staff coverage, and Service Level Agreements.



**6.3(h)** If the Team does not address management's concerns within six (6) work-days, the team will revert to an 8-hr schedule or another mutually agreeable work schedule.

**6.3(i)** Teams will be required to do an annual review of their Alternate Work Schedules until the schedule has been in place for a period of two (2) years. After two (2) years on an alternate schedule during which the service level agreements, performance expectations and other criteria have been met, the schedule will not require annual review and will only be addressed if service levels and/or Service Level agreements and/or performance standards are not being met.

**6.3(j)** Overtime will be assigned as necessary to meet District needs. Assigned work on the employee's alternate work-day off will be compensated as overtime.

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

**6.4(a)** Management holds the right to determine minimum daily workforce requirements, which includes qualification/skills and staffing components. Teams may participate in the discussions regarding the determination of minimum daily workforce requirements.

**6.4(b)** Decisions about how to meet daily workforce requirements will be made by the teams. This includes: vacation, holidays, other reasons away from work (e.g., conference and meetings), overtime (who gets it) and shift assignments.

**6.4(c)** The procedure(s) for deciding overtime, shift assignments and coverage, which includes vacation, holiday, and other reasons away from work, will be

determined by the team in accordance with each team's decision-making process.

- The team's procedure must ensure that the District's operational needs are met.
- The team's decision will not be modified more often than once a year.
- The team may incorporate seniority into the procedure.

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

**6.4(d)** If a team cannot agree on a procedure for shift assignments and overtime selections, seniority will be used to determine the necessary selections.

**6.4(e)** If a team cannot agree on a procedure for deciding vacation, holiday, and other reasons away from work, the following procedure will be utilized:

- Selection will be made by District seniority.
- To qualify, selections must be made by November 30th of each year, for the following calendar year.
- All selections other than those approved through the procedure outlined above shall be approved, when operational needs permit, on a first-come basis.

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

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

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

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

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

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

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

use vacation, HEC, Flex or SLIP leave to complete a full shift.

5. Employees will receive shift differential in addition to the above.

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

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

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

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

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

## **6.7 Plant Operator Shift Reassignment**

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

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

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

## **6.8 Construction Inspectors Weekend Hours**

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

## **6.9 Cleanup Time**

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

## **6.10 Rest Periods**

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

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

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

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

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

## **SECTION 7 OVERTIME**

### **7.1 Overtime**

**7.1(a)** Work performed in excess of forty (40) hours in the workweek; and work performed in excess of eight (8) consecutive hours in one (1) day or work performed in excess of the employee's normal scheduled day, whichever is greater (exclusive of the meal period and alternate work schedules), shall constitute overtime. All hours in paid status shall constitute hours worked for the purpose of calculating overtime. The overtime rate

will be one and one-half (1.5) times the straight-time regular rate.

**7.1(b)** Overtime will be performed by the employee regularly assigned to the work involved. Crews will be augmented, when deemed necessary by management, to include other employees qualified to perform the work involved.

**7.1(c)** Whenever possible, the District will endeavor to provide employees with an equal opportunity for overtime work. Teams may develop agreements consistent with this provision.

## **7.2 Flex Time**

**7.2(a)** Flex Time is paid time off which is accumulated by converting overtime to paid time off at the rate of one and one-half times for each hour worked. Use of Flex Time is limited to the conditions below.

**7.2(b)** Employees working on an alternate work schedule will be allowed, with prior approval, the option of using Flex Time when there is a holiday in the workweek or the work schedule is modified and results in less than the employee's normal workweek (some examples of modification are traveling, training, or rotating to a different shift or team).

**7.2(c)** Flex Time may also be used in conjunction with HEC under the following conditions:

1. Flex Time must be used in conjunction with no fewer than five (5) hours of HEC.
2. Flex Time can be used with HEC a maximum of three (3) times per fiscal year.

3. Employees working a twelve (12) hour shift must track the number of occurrences per fiscal year and include the information on the leave request form.

**7.2(d)** A maximum of twelve (12) hours of Flex Time will be allowed to be banked. Flex Time will automatically be carried forward to the next fiscal year; however, employees have the option of selling back their unused Flex Time once per year during the last full pay period of the fiscal year.

**7.2(e)** Flex Time will not be used as vacation leave.

### **7.3 Payment of Overtime**

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

### **7.4 Holiday Overtime**

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

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

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

If an employee who has completed his/her normal shift for the day is called back to work after the end of shift, the employee shall, upon reporting for a scheduled call back and upon notification for an unscheduled call back, receive a minimum of two (2) hours' work at the overtime rate (time



and one-half) or, if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at the overtime rate. Employees called back to work on a holiday shall receive a minimum of three (3) hours' pay at the overtime rate. This provision does not apply to instances in which the employee is scheduled to report before the employee's regular starting time, and is held at the work site from the time the employee reports until the end of the employee's normal shift.

## **7.6 On-Call Duty**

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

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

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

- 1.** On-call duty will be assigned to all eligible and qualified Collection System Workers on an equal opportunity basis by the Collection Services management.
- 2.** All Collection System Workers will be required to take on-call duty. When assigned on-call duty, if it is not feasible for the employee to take calls, for whatever reason, it is the employee's responsibility to find another qualified employee to take his/her on-call duty. Specific procedures are contained in the Collection Services On-Call Policy and Procedure.

3. If the assigned employee misses an assignment by reason of absence from work, assignment from other Collection System Workers will be made at the discretion of management. Collection System Workers assigned to on-call duty will be issued a beeper during the week they are assigned. Weeknight on-call begins each day after shift ends and weekend on-call (Saturday, Sunday, or holiday) is from 7:00 a.m. to 7 a.m.

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

1. On-call duty will be assigned to all eligible and qualified Mechanics and Instrument Technicians/Electricians, as outlined in USD Policy #6940. Separate lists will be established for Instrument Technicians/Electricians and Mechanics. One (1) Mechanic and one (1) Instrument Technician/Electrician will be scheduled for each on-call period. Management, consistent with Team agreements, will assign on-call duty. On-call duty will be assigned only during hours when employees are not regularly scheduled to work. An employee who is off work due to vacation, sick leave or other time off will not be assigned on-call duty on their day off.
2. In the event an employee on-call is called out and resolves the call out by telephone, the employee shall be compensated for a minimum of thirty (30) minutes or actual time worked at the overtime rate (time and one-half).
3. When the employee exceeds the minimum call out, the employee will be compensated at the rate of time and one half (1.5) for all hours worked.

4. Mechanics and Instrument Technicians/Electricians responding to call out may respond directly to the site in their own vehicle or may respond to the plant, get a District vehicle and drive to the site of the problem.
5. In the event that an employee has an accident when responding to a remote site in his/her own vehicle and it is determined that the employee was not at fault, the District will reimburse the employee for the cost of the employee's deductible, up to \$1000.
6. In the event that the number of Instrument Technicians/Electricians (ITEs) available for on-call duty is projected to drop below 4, for a period exceeding 4 weeks, the following procedure shall be followed.

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

- 1) Utilize remaining, eligible ITEs to staff the on-call assignments and provide an additional 2 hours of vacation leave to any individual that is on call for two weeks or more within two pay periods.
- 2) Utilize a probationary employee in the rotation, if the employee is technically capable (determined by management), and utilize the Coach having electrical/instrumentation background (qualified Coach) as a back-up to respond to the call out.
- 3) Train and utilize a current USD employee with electrical background to be on-call with the qualified Coach as a back-up.

- 4) Hire a journey level electrician from outside the District to serve as a limited term employee, who would be trained in District specific equipment and work at USD and be on-call. Qualified Coach would be the back-up.
- 5) Include the qualified Coach in the rotation for on-call.
- 6) Train a current USD employee to troubleshoot specific equipment that may lead to frequent call-outs.

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

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

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

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

1. On-call duty will be assigned to all eligible and qualified Operator III's on an equal basis by the Treatment and Disposal Services management staff. On-call duty will be assigned during those shifts where only one (1) employee with a Grade III certificate is scheduled on duty.
2. Operators who are scheduled to work the twelve (12) hour shift and are assigned to carry a pager under the mandatory on-call system will receive additional pay at the Operator III classified range Step 5, of two (2) hours per on-call shift on Monday through Friday

and three (3) hours per on-call shift on Saturday, Sunday and holidays.

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

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

#### **7.7 Meal Allowance**

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

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

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

### **7.8 Mileage Allowance**

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

## **SECTION 8 HOLIDAYS**

### **8.1 Holidays for Monday through Friday Schedule**

#### **8.1(a) Schedule**

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

Holiday	2013/14	2014/15	2015/16	2016/17
Independence Day	07/04/13	07/04/14	07/03/15	07/04/16
Labor Day	09/02/13	09/01/14	09/07/15	
Thanksgiving Day	11/28/13	11/27/14	11/26/15	

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

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

In addition to the above holidays, each employee covered by this section shall be entitled to 16 hours of Holiday of Employee's Choice (HEC), per fiscal year, scheduling of HEC is subject to the approval of management. HEC must be taken during the fiscal year and may not be carried over from one fiscal year to the next. The employee's unused HEC will be transferred to the employee's Catastrophic Leave Bank.

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

**8.2 Holidays for Rotating Schedule**

**8.2(a) Schedule**

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



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

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

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

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

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

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

## **SECTION 9 VACATION LEAVE**

### **9.1 Vacation**

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

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

### **9.2 Accrual/Use**

Vacation leave earned may be taken after the employee completes six (6) months of consecutive service.

### **9.3 Urgent Personal Business**

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

### **9.4 Carry-Over**

Vacation leave will be permitted to be carried over from one year to the next, with the maximum vacation leave accruable

equal to the employee's current yearly rate plus fifteen (15) days.

### **9.5 Additional Carry-Over**

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

### **9.6 Vacation Sell-Back**

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

## **SECTION 10 SICK LEAVE**

### **10.1 Accrual**

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

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

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

## **10.2 Use of Sick Leave**

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

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

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

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

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

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

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

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

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

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

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

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

- A spouse is a partner in marriage as defined in the Family Code Section 300.

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

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

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

#### **10.5 Verification**

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

#### **10.6 Notice**

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

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

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

### **10.7 Sick Leave Conversion**

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

### **10.8 Sick Leave Incentive Program**

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

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

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

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

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

to the target of 34 hours per employee, the following will be awarded.

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

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

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

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

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

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

We comply with state and federal law.



## **SECTION 12 HEALTH AND WELFARE**

### **12.1 Medical Insurance**

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

### **12.2 Group Dental Plan**

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

### **12.3 Preventive Medical Treatment**

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

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

### **12.4 Group Vision Plan**

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

### **12.5 Life Insurance**

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

## 12.6 Employee Benefits Account

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

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

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

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

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

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

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

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

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

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

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

## **12.7 Section 125 Plan**

The District offers a 125 Plan for classified employees, whereby employees may contribute pre-tax dollars for

dependent care and unreimbursed medical expenses. This 125 Plan will follow the regulations outlined by the IRS.

## **12.8 Deferred Compensation**

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

## **12.9 Workers' Compensation**

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

- 1) Workers' Compensation Insurance is carried by the District at no expense to the employee.
- 2) Each employee who suffers an injury or illness during working hours must notify management at once, unless the employee is physically unable to do so. If the injury is undetected, the employee will immediately notify management upon detection of injury.
- 3) Each employee who is unable to work as a result of what is believed to be a job-connected injury or illness must visit a doctor for examination. Necessary forms will be prepared and submitted by the District to the District's workers' compensation insurance claims administrator. If it is determined that the injury or illness is job-connected, no deduction will be made from the employee's sick leave and he/she will be paid his/her rate of pay. When the injury/illness is certified by the District's workers' compensation insurance claims administrator as arising out of and in the course of employment by Union Sanitary District, the employee shall be paid an amount which, together

with Workers' Compensation benefits, shall equal his/her rate of pay. In no case shall the employee receive an amount greater than his/her classified rate of pay. These District payments will be continued for a period up to six (6) months (1040 hours) for any one (1) injury or illness. Classified rate of pay will be provided by the District during any waiting period before disability compensation is payable.

- 4) After 360 hours of job-connected injury or illness leave time off, any additional time off will run concurrently with FMLA/CFRA leave.
- 5) After the sixth (6th) month of incapacity, the employee's accumulated sick leave time shall be charged until exhausted as based proportionately upon the difference between his/her rate of pay and the Workers' Compensation benefits to which entitled.
- 6) The District reserves the right to have the employee examined by District doctors at any time(s) following a reported job-connected injury or illness for determination of the employee's ability to return to work.

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

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

examination by the employee-designated physician.

- 7) Notwithstanding the foregoing provisions, such payments shall not be made to any employee
  - who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation law
  - whose injury or illness has become permanent
  - who is retired on a permanent disability or pension
  - who refuses to accept other District employment for which he/she is not substantially disabled.
  
- 8) Any employee bringing action against a third party to recover for injuries or disabilities for which Union Sanitary District has made payments of salary compensation shall forthwith give the District notice of such action, and thereafter Union Sanitary District shall be entitled to reimbursement arising out of any recovery made by the employee in such action or amounts paid for salary or compensation during the employee's disability.

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

- 1) Modified work assignments for job-connected injuries/illnesses will be considered after receipt of adequate medical information regarding the employee's physical limitations. It is mandatory for employees with job-connected injuries/illnesses who have been released by their own treating physician and the District's doctor to perform assigned work within the prescribed parameters set by the medical provider.

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

## **12.10 Disability Insurance Programs**

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

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

- Coverage begins ninety (90) calendar days from the onset of disability for disabilities approved by the District's long-term disability insurance provider.
- Effective July 1, 2013 the maximum insured monthly salary is \$7,000 with a maximum benefit of \$4,667 per month.

- District will pay the premiums for employee and dependent health and welfare benefits pursuant to Section 12.6 of the MOU for a period of up to six (6) calendar months.

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

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



### **12.11 Employee Assistance Program**

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

## **SECTION 13                    MILITARY DUTY**

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

## **SECTION 14                    JURY OR SUBPOENAED WITNESS DUTY**

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

## **SECTION 15                    FUNERAL LEAVE**

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

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

## **SECTION 16 LEAVE WITHOUT PAY AND BENEFITS**

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

## **SECTION 17 LAYOFFS**

### **17.1 Layoff**

#### **Prior to a layoff the District shall**

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

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

and train employees who may be subject to layoff prior to the termination of any contract for District services.

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

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

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

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

**17.2 Procedure**

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

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

**17.3 Return to Work**

Return of employee(s) to the work group will be conducted in the reverse order of layoff beginning with the last

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

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

## **SECTION 18                    LONG TERM STAFFING**

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

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

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

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

## **SECTION 19                    EVALUATING VACANCIES**

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

## **SECTION 20 RECRUITMENT AND SELECTION PROCESS**

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

**Step #2:** The joint group will determine if a useable list exists for the current vacancy. If a useable list exists, a process will be followed to poll current employees for interest in applying for the position. If there is interest, the joint group will screen and test any internal candidates and merge them into the existing list.

**Step #3:** If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the group to design the selection process, which includes developing application materials, screening applications, and developing the Qualifications Appraisal Interview (QAI) and other relevant selection processes. The joint group will determine who is on the QAI panel and will oversee and/or participate in the selection process, in order to establish the rating and ranking of candidates for further consideration. The joint group will recommend candidates for the hiring interview.

**Step #4:** The joint group will select, and may participate in, a hiring interview panel, which may include the hiring manager, if he/she desires. The hiring interview panel conducts the hiring interview, including evaluation of the finalists' "fit" with the team/organization, work history,

motivation, etc. The panel makes a recommendation of the top candidate and other candidates to be considered by the hiring manager. If internal and external candidates are determined to be “substantially equal,” preference will be given to internal candidates. If two or more internal candidates are determined to be “substantially equal,” seniority will be given a preference. Note: “Substantially equal” candidates are those candidates whose total combined scores on all testing components are within a five percent (5%) range of each other.

**Step #5:** The hiring manager will conduct a hiring interview and will make a tentative selection.

**Step #6:** The manager will then meet with the joint group to discuss his tentative selection before making the final decision.

**Step #7:** The joint group will ensure that an evaluation process (identifying performance expectations and evaluation criteria, etc.) is established following the candidate’s appointment. Management, with team input, will establish performance expectations. The team will observe and assess the probationary employee and recommend to management whether or not the employee is eligible to pass probation. The final decision will be made by the management staff. Following probation, the joint group will meet with management to debrief the hiring process.

## **SECTION 21 EDUCATIONAL IMPROVEMENT**

### **21.1 Reimbursement**

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

the Computer Purchase and Student Loan Program (Policy # 2920).

## **21.2 Operator Certification Fee Reimbursement**

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

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

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

## **21.3 Employee Certification Fee Reimbursement**

**21.3(a)** The District will reimburse examination, registration, and renewal fees for other required certifications. In addition, the District will reimburse these fees for other employees who desire CWEA or State Operator Certification, State Professional Licensing, and any other professional or paraprofessional certification, as approved by management.

**21.3(b)** Filing fees are reimbursed by the District unless the employee is determined not to be qualified to take

the examination or does not pass the examination after three attempts.

## **SECTION 22 SEPARATION PAYMENT ALLOWANCES**

### **22.1 Vacation and HEC**

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

### **22.2 Overtime Payout**

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

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

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

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



## **SECTION 23 RETIREMENT**

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

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

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

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

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

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

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

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

Total contribution paid by employees shall not exceed 8%.

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

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

**23.2 PERS Options**

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

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

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

- converts unused sick leave at the time of retirement to additional service credit at the rate of 0.004 year of service credit for each eight (8) hours of unused sick leave (approximately 2000 hours of sick leave equals one (1) additional year of service credit).

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

### **23.3 Retiree Medical Reimbursement**

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

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

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

Employees with less than ten (10) years of District service  
\$ 0 or MEC if eligible

Employees with ten (10) but less than fifteen (15) years of District service \$300

Employees with fifteen (15) but less than twenty (20) years of District service \$350

Employees with more than twenty (20) years of District service \$400

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

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

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

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

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

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

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

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

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

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

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

**23.4(d)** In the event of the death of an employee prior to retirement who would be qualified for benefits, the

surviving spouse or registered domestic partner shall remain eligible until his/her death or remarriage or entrance into a new registered domestic partnership, and the spouse or registered domestic partner must maintain enrollment in a medical insurance plan as described in Section 23.4(b).

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

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

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

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

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

## **SECTION 24 SAFETY**

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

- 24.2** No employee will be expected to, nor shall any employee be permitted to, perform work in an area or manner deemed to be unsafe according to the applicable standards established by state and federal law and District Policies and Procedures.
- 24.3** In accordance with the Injury and Illness Prevention Program (IIPP), the Safety Committee shall be composed of classified, unclassified, and management representatives from throughout the District. The Union may appoint one representative to the Committee.
- 24.4** This Committee will meet on a regular basis to promote safe work practices, investigate safety hazards and recommend remedial action in a timely manner, and promote communication about safety matters.
- 24.5** Consistent with the District's IIPP, any violation of safety policies, procedures, or safe work practices will result in appropriate disciplinary action, up to and including the possibility of termination of employment.

## **SECTION 25 SAFETY RECOGNITION PROGRAM**

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

The Joint Labor Management Committee shall establish a joint Task Force to develop and monitor the program. The Task Force shall include the Environmental Health and Safety Program Manager. The Task Force shall develop a program which will incorporate individual, team and District-wide elements. The program shall be submitted to the JLMC for review and implementation. The JLMC will be

responsible for conducting an evaluation of the effectiveness of the Safety Incentive Program a minimum of every 2 years.

**SECTION 26 PROTECTIVE CLOTHING AND EQUIPMENT**

**26.1 Uniforms**

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

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

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



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

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

## **26.2 Safety Glasses**

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

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

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

## **26.3 Safety Shoes**

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

**26.3(b)** The District and Union agree to discuss safety shoe reimbursement as necessary. The Safety

Committee will continue to meet throughout the duration of this MOU to review the reimbursements. Employees will be notified of any changes in the reimbursement schedule.

#### **26.4 Clothing**

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

#### **26.5 Release Time for Safety Equipment Purchase**

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

### **SECTION 27 UNION STEWARDS**

#### **27.1 Stewards**

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

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

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

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

## **27.2**

### **Meet and Confer**

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

## **27.3 Scheduled Release Time**

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

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

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

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

#### **27.5 Training**

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

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

#### **28.1 Access**

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

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

#### **28.2 Limitations**

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

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

- 29.1** Bulletin boards are available for use by the Union exclusively for posting of notices and published materials.
- 29.2** All such notices and materials must be approved for posting on the bulletin boards by a management representative. This approval is also required for any published material to be distributed to the employees.
- 29.3** Material will be limited to matters pertaining exclusively to Union Sanitary District employees. This will not preclude the posting of notices such as those pertaining to general meetings, elections, and social functions of the Union. All material must be removed as soon as practical and in no event shall remain on the board over thirty (30) days.
- 29.4** Should the Union fail to abide by these rules, it will forfeit its right to have materials posted on District bulletin boards, after thirty (30) days' written notice.

## **SECTION 30 PERSONNEL FILES**

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

**30.2** The District must furnish one copy of any item placed in an employee's personnel file at the time of placement, at no cost to the employee. Copies may be obtained at a later date with a ten cents (\$0.10) per page copy charge. One copy of material contained in an employee's personnel file relating to disciplinary actions and grievance investigation and resolution shall be provided to the Union at no charge.

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

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

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

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

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

## **SECTION 31      TEMPORARY AND CONTRACT WORK**

### **31.1      Contract Work**

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

- 1) Each of the operating work groups will create a consistent joint group with a maximum of 6 members to follow the flow chart and to make decisions regarding contracting out work. This group should consist of the employees who are involved in the planning of the work. Other work groups will establish a joint group as needed.
- 2) Work groups may decide on specific tasks which can be contracted out on a regular basis without the need to use the flow chart each time this work is needed. Contract work will be reviewed on periodic basis to ensure the reasons for contracting out the work remains valid.
- 3) If the joint group cannot make a consensus decision on how work should be accomplished, the decision will be made by the Work Group Manager. The Work Group Manager will explain to the joint group the basis for his decision.

- 4) If work is contracted out, a determination should be made about the value of shadowing the contractor for training/learning and quality assurance purposes.
- 5) The Work Group Steward will be notified when contracting out of work is being considered.
- 6) All contracted work will be reviewed annually by a JLMC task force to look for trends and evaluate whether the work can be done internally in the future.

### **31.2 Temporary Workers**

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

### **31.3 Temporary Work Report**

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

## **SECTION 32 INVESTIGATIONS**

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



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

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

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

## **SECTION 33                    GRIEVANCE PROCEDURE**

### **33.1            Purpose**

The purpose of the grievance procedure is to:

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

### **33.2            Matters Subject to Grievance Procedure**

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

scope of representation as defined under Section 3, Rights of Recognized Organizations.

### **33.3 Discipline**

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

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

### **33.4 Informal Grievance Procedure**

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

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

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

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

The request to continue to follow the informal process must be agreed to by both the Union and Management.

If Step 2 of the informal grievance procedure is pursued, the parties agree to suspend the time requirements to file a formal grievance [Section 33.5(a) or 33.3 for Disciplinary Grievances].

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

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

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

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

## **33.5 Formal Grievance Procedure**

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

A grievance shall be presented in writing to the employee's coach as designated. The coach's decision shall be in writing and returned to the employee within (6) working days after receiving the grievance. If the issue is not resolved, or if no answer has been received within six (6) working days, the employee may present

the appeal in writing to the next level of authority, as described in 33.5(b). Failure of the employee to take further action within six (6) regular working days will constitute a withdrawal of the grievance.

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

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

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

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

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

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

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

If the issue is not resolved with the decision of the General Manager, the grievant may present an appeal in writing to the District Board of Directors or, in the alternative, submit it to arbitration as hereinafter provided. Failure of the grievant to take this action within twenty (20) calendar days after receipt of the

General Manager's decision will constitute a withdrawal of the grievance. The District's Board of Director's, after receiving the grievance, will render a decision within twenty-five (25) calendar days, with the decision being final.

### **33.5(e) Arbitration**

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

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

### **33.5(f) Back Wages**

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

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

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

**33.6 Conduct of Grievance Procedure**

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

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

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

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

**SECTION 34 MISCELLANEOUS**

**34.1 No Discrimination**

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

### **34.2 Driver's License/DMV**

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

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

### **34.3 Former Lead Worker**

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

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

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

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

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

**34.3(e)** If the former lead workers do not accept and continue to fulfill the defined role, or do not accept a

newly created lead position, the 5% above Step 5 will be eliminated through Y rating.

### **SECTION 35 DISTRICT POLICIES**

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

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

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

### **SECTION 37 SUCCESSOR**

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

### **SECTION 38 SAVINGS**

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

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



## SECTION 39 DURATION

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

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

**Attachment A1**

**2013 Salary Schedule I**

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

**2013 Salary Schedule I**

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

**Attachment A2**

**2014 Salary Schedule I**

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

**2014 Salary Schedule I**

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

**Attachment A3**

**2015 Salary Schedule I**

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

**2015 Salary Schedule I**

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

**Attachment A4**

**2016 Salary Schedule I**

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



**2016 Salary Schedule I**

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

## Attachment A5

### 2013 Salary Schedule II

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

## Attachment A6

### 2014 Salary Schedule II

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

## Attachment A7

### 2015 Salary Schedule II

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

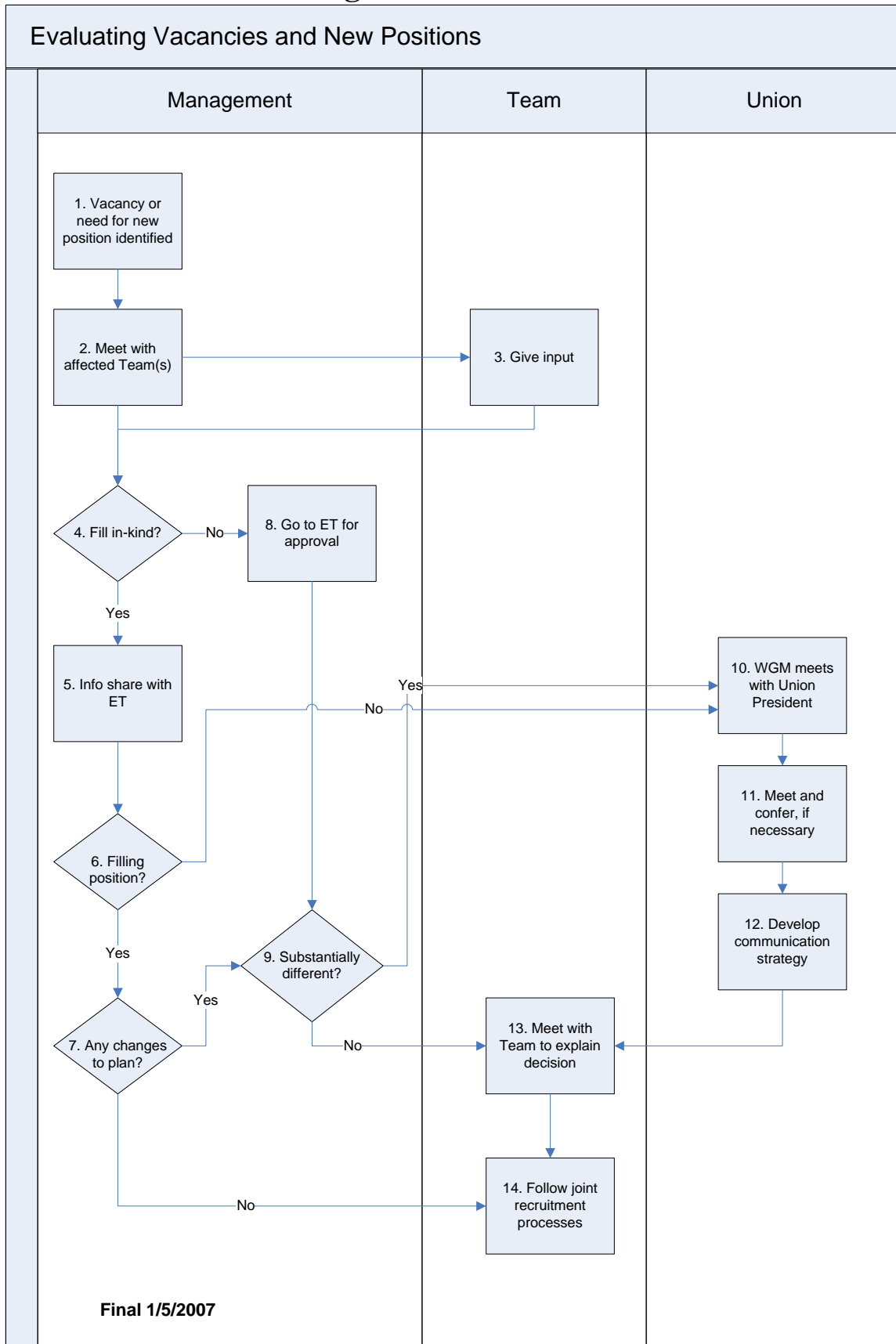
## Attachment A8

### 2016 Salary Schedule II

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

**Attachment B**

**Evaluating Vacancies Flowchart**

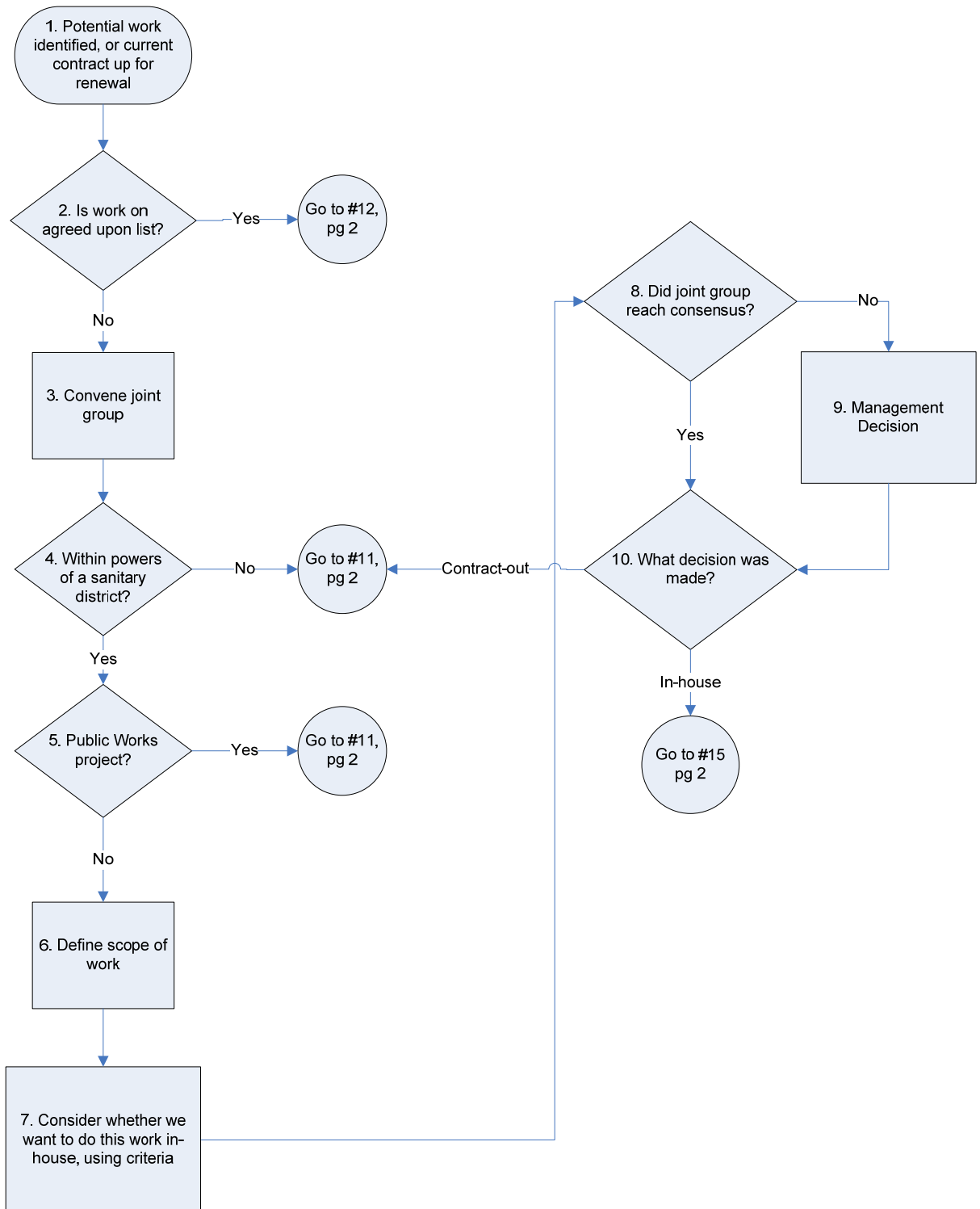


## **Steps for Evaluating Vacancies**

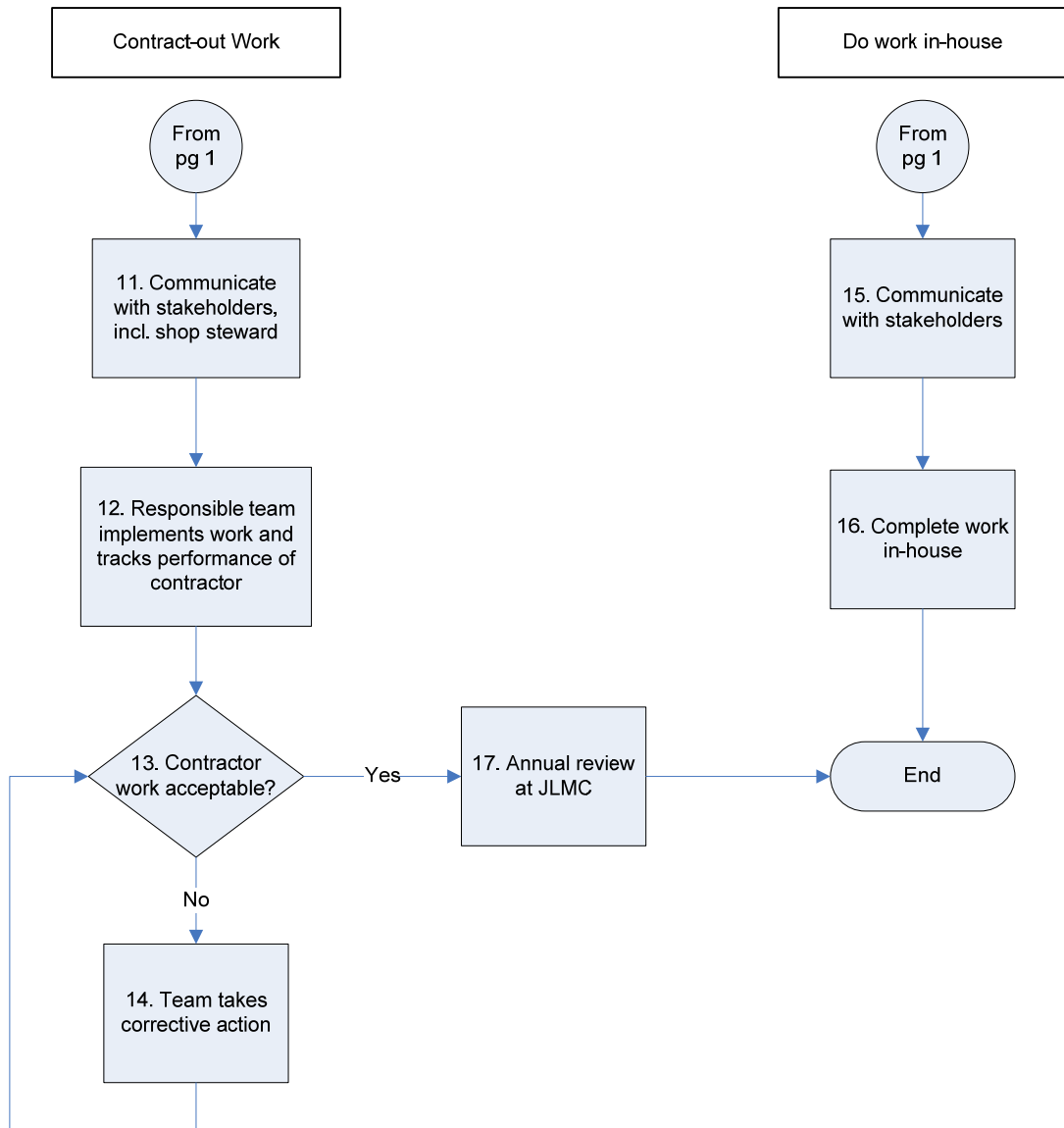
1. A vacancy occurs or management identifies the need for a new position.
2. Management will meet with affected Team(s) to solicit input.
3. Affected Team(s) give input on vacant/new position.
4. Management makes a decision whether to fill the position in kind or not. If the decision is to fill the vacancy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

**Attachment C**

**Contract Work  
Flowchart**







**Notes:**

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

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

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

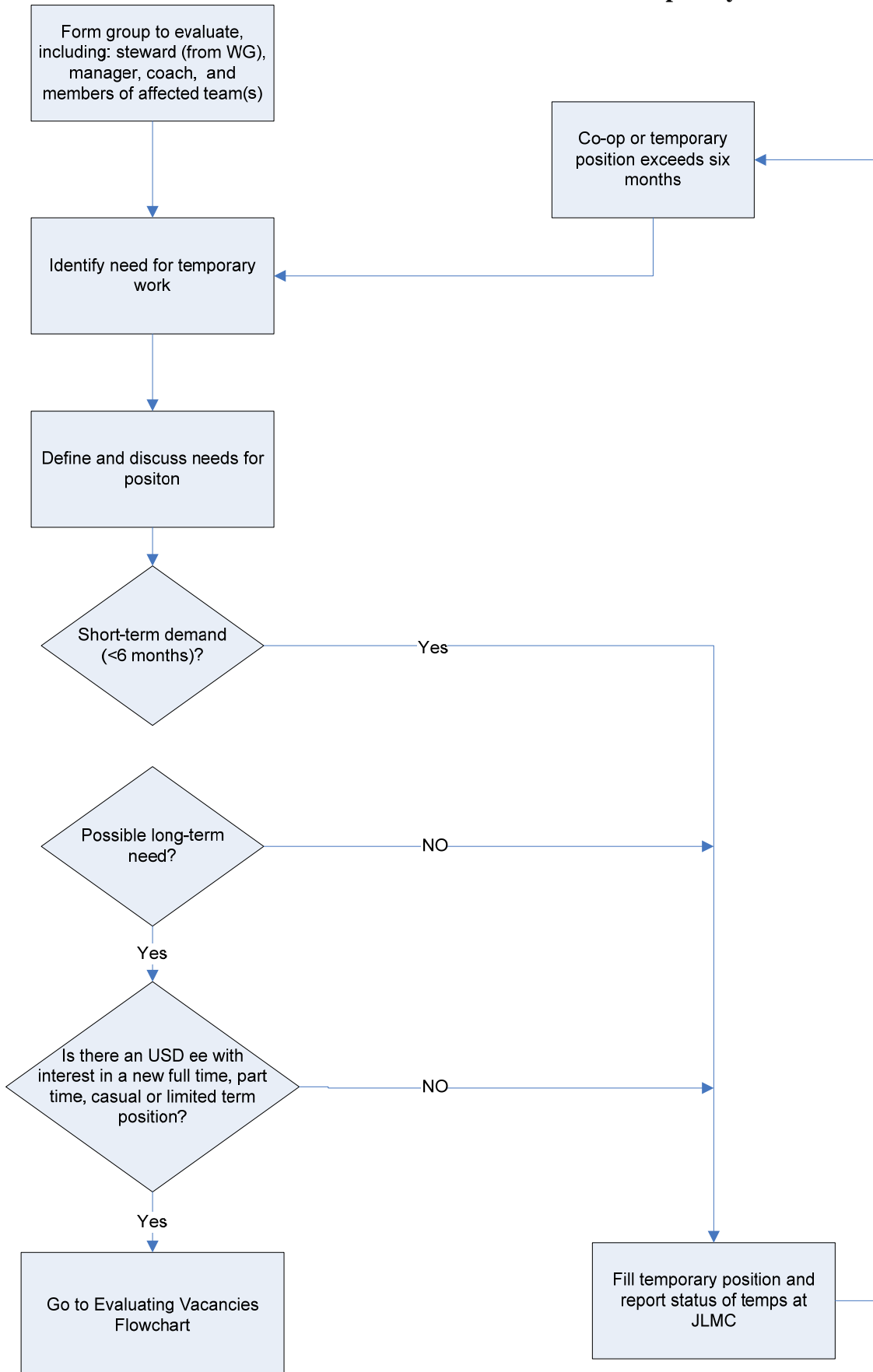
- The work is a core function of USD
- It can be done without adversely affecting current service levels
- We can do the work for an acceptable, competitive cost
- The work provides an opportunity for employees to develop or learn new skills
- The work provides the opportunity for employees to retain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

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

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

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

### Attachment D Temporary Work Flowchart



## **Attachment E**

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

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

1. Transfer requests are not subject to the recruitment section of this MOU.
2. The District will post the vacancy as a transfer opportunity for which the following employees may request consideration:
  - a. Administrative Specialist II's who have passed probation as an Administrative Specialist II.
  - b. Incumbent Office Assistant III's employed on the date of implementation of the Administrative Specialist series. If the OA III is selected, the employee will receive a minimum 5% pay increase.
3. The District will consider the transfer candidates and may reject or accept any internal candidate for the position.
4. If no transfer candidate is selected for the opening, the District will post the vacancy for promotional opportunities as an Administrative Specialist I. Incumbent Office Assistant II's employed on the date of implementation of the Administrative Specialist series may be considered at this time. An Administrative Specialist II or Office Assistant III who applied as a transfer opportunity and was not accepted may apply; however, the employee would be considered as an Administrative Specialist I candidate only.

5. If the position is filled by an Administrative Specialist II (or Office Assistant II or III employed on the date of implementation of the Administrative Specialist series) through the transfer or promotion process, the following will occur:
- a. All transferred, promoted, or newly hired Administrative Specialists will serve the designated probationary period as defined in the MOU.
  - b. The Work Group Manager and the Administrative Specialist I or II will discuss performance expectations.
  - c. The Administrative Specialist must demonstrate the team/workgroup technical specialist competencies within six months of the date of transfer in order to retain Administrative Specialist I or II status.
  - d. If performance expectations are not met by the end of the six-month probationary period, the Administrative Specialist II may be returned to the previous job (pending a job opening) or stay in the current job as an Administrative Specialist I, paid as an Administrative Specialist I. The Administrative Specialist I would have the opportunity to regain the Administrative Specialist II classification once every six months until the Administrative Specialist II's performance measures are met, but this can be done only twice in any 12-month period.
  - e. If the Administrative Specialist I position is filled by Office Assistant II or III employed on the date of implementation of the Administrative Specialist series, if performance expectations are not met after the six-month probationary period, the incumbent will be returned to the Office Assistant II or III classification respectively either in the vacated position (pending job opening) or in the new position. The Office Assistant II or III would have the opportunity to regain the Administrative Specialist I or II classification respectively, once every six months until the

Administrative Specialist II performance measures are met; but this can be done only twice in any 12-month period.

6. If no internal candidate is selected for the position, the District will announce the vacancy for external candidates, or use a valid Administrative Specialist I list.

**Attachment F**

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

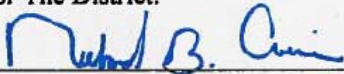
November 1, 2012

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

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

Approved and Accepted:

For The District:

  
\_\_\_\_\_

Date: 12/16/2013

For The Union:

  
\_\_\_\_\_

Date: 12/16/13



## Attachment G

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

February 25, 2014

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

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

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

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




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

FOR THE DISTRICT

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

Date: 4/16/14

FOR SEIU LOCAL 1021

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

Date: 4/16/14

## Attachment H


SIDE LETTER AGREEMENT  
Between  
SEIU LOCAL 1021  
And  
UNION SANITARY DISTRICT

Regarding Section 6.6 Rest Periods—Unscheduled Work

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

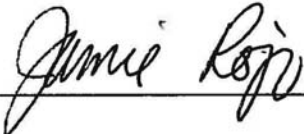
*When an employee is called back to work and completes the unscheduled work within seven hours of his or her scheduled shift, the employee will be provided with an 8-hour rest period before their next work assignment.*

FOR THE DISTRICT

  
\_\_\_\_\_

Date: 8/11/14

FOR SEIU LOCAL 1021

  
\_\_\_\_\_

Date: 8/8/14