

**MEMORANDUM OF UNDERSTANDING**

BY AND BETWEEN

VALLEY OF THE MOON WATER DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,

STATIONARY ENGINEERS, LOCAL 39 AFL-CIO

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## **PROLOGUE**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the "AGREEMENT," entered into by and between the Valley of the Moon Water District, hereinafter referred to as the "DISTRICT," and the International Union of Operating Engineers, Stationary Engineers, Local 39 AFL-CIO, hereinafter referred to as the "UNION," has as its purpose the promotion of harmonious labor relations between the DISTRICT and the UNION, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment for employees represented by the UNION.

## **ARTICLE I** **RECOGNITION**

### 1.1 RECOGNITION

The DISTRICT hereby recognizes the UNION as the exclusive bargaining agent for the following classes:

Sr. Water Service Field Representative  
Water Service Field Representative  
Sr. Water System Operator  
Water System Operator I, II, and III

## **ARTICLE II** **FULL UNDERSTANDING/MODIFICATION OF WAIVER**

### 2.1 ENTIRE UNDERSTANDING

This AGREEMENT sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This AGREEMENT is intended to cover all matters concerning wages, benefits, conditions of employment and hours pertaining to those affected employees.

### 2.2 OBLIGATION TO MEET AND CONFER

Except as specifically provided herein, it is agreed and understood the UNION voluntarily and unqualifiedly waives its rights to and releases the DISTRICT from any obligation to meet and confer on any subject or matter contained herein. The UNION acknowledges that the DISTRICT has fulfilled its obligations to bargain in good faith on the matters contained herein for the term of this AGREEMENT.

2.3 MODIFICATION

No alteration, variation, waiver, or modification of any of the terms of provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto.

2.4 WAIVER

The waiver of any breach, term, or condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

3.1 MANAGEMENT RIGHTS

It is agreed that the DISTRICT possesses all of the rights, powers, privileges, and authority it had prior to the execution of this AGREEMENT and that nothing contained in this AGREEMENT shall be construed to limit the DISTRICT in any way in the exercise of the regular and customary functions of management, the operation of its affairs, and the right to make and alter, from time to time, rules and regulations with notice to the UNION to be observed by employees which rules and regulations shall not be specifically inconsistent with the provisions of this AGREEMENT.

3.2 RIGHT TO HIRE AND DISCIPLINE

The DISTRICT further shall always have the right to hire, and to discipline, demote and discharge employees for just cause, with the exception of probationary employees, (i.e. those working less than twelve (12) months for the DISTRICT) who may be terminated for any cause within the sole discretion of the DISTRICT. The selection of supervisory employees and the creation of administrative positions with regard to functions not presently covered by this AGREEMENT shall be allowed within the sole discretion of the DISTRICT.

**ARTICLE IV**  
**UNION SECURITY**

4.1 GENERAL

The UNION owes the same responsibilities to all employees in the represented Unit and has a duty to provide fair and equitable representation to all employees in all classes in the Unit whether or not they are members of the Union, in accordance with Government Code Section 3500.

#### 4.2 UNION DUES AND INITIATION FEES

Employees who join the UNION shall do so on a form provided by Local 39. The DISTRICT shall be notified by the UNION and upon notification, shall deduct an initiation fee over two (2) pay periods. UNION Dues shall commence and continue as a payroll deduction from the regular pay period warrants of such employees until such time the Union notifies the District to cease such deductions.

Officer Designated to Receive Funds. Amounts deducted and withheld by the DISTRICT shall be transmitted to the officer designated in writing by the UNION as the person authorized to receive such funds at the address specified.

Sufficiency of Earnings. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the DISTRICT which would have been withheld if the employee had been in a pay status during that period. When, in the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the UNION dues deduction.

#### 4.3 HOLD HARMLESS

The UNION shall promptly refund to the DISTRICT any amounts paid to the UNION in error under this section.

The UNION expressly agrees to indemnify and hold the DISTRICT harmless from any and all claims, demands, costs (including any costs incurred by the DISTRICT in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the DISTRICT in the adoption or administration of this section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the DISTRICT based upon or related to this section. Further, in the event that the DISTRICT undertakes disciplinary action against an employee pursuant to this section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the DISTRICT in defense of a lawsuit.

#### 4.4 CHANGE OF LAW

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

#### 4.5 UNION STEWARDS

The UNION may designate a shop steward to represent employees.

#### 4.6 ACCESS

The Business Representative of the UNION shall have reasonable access to the DISTRICT work areas for the purpose of adjustment of grievances and to represent members of the UNION during normal working hours provided contact is first made with the General Manager of the DISTRICT, and no time is lost to the duties of the employees or the operation of the DISTRICT.

#### 4.7 BULLETIN BOARD

The UNION shall have the right to hang a bulletin board in the workplace to be used to post information related to the Union and its Members.

### **ARTICLE V** **GRIEVANCE, ARBITRATION, DISCIPLINARY PROCEDURES**

#### 5.1 GENERAL

#### 5.1 DEFINITION

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinance, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

#### 5.2 INITIAL DISCUSSIONS

Any employee who believes that he or she has a grievance may discuss his or her grievance with their supervisor. If the issue is not resolved, the procedures hereafter specified may be invoked.

#### 5.3 REFERRAL TO GENERAL MANAGER

The Union will notify the General Manager in writing within ten (10) working days after the event that gives rise to the grievance, that a grievance exists, and in such notification, state the particulars of the grievance, and if possible, the nature of the determination which is desired. No grievance may be arbitrated which has not first been filed and investigated in pursuance of this Section. A grievance which remains unresolved after it has been submitted in writing to the General Manager may be referred to Mediation or Arbitration.



#### 5.4 INVESTIGATION

The General Manager or his/her designee will investigate the allegations of the grievance by meeting separately with the employee filing the grievance and others who either are named in the grievance or who may have knowledge of the facts set forth therein.

On completion of its investigation, the General Manager will report in writing the findings and conclusions to the Union and the employee. If the grievance is resolved to their satisfaction, the terms of the resolution will be recorded and signed by all parties affected by it and the General Manager.

#### 5.5 MEDIATION

As an alternative dispute resolution, either the District or the Union may request the services of a Mediator from the State Mediation and Conciliation Service of the State of California to act as a neutral third party. The mediator will hear the dispute and attempt to resolve the matter to the mutual satisfaction of the parties. If a settlement is reached, it will be reduced to writing and signed by the District and the Grievant. The terms of the settlement shall not be precedent setting.

#### 5.6 ARBITRATION

If an employee is not satisfied with the decision of the General Manager, the Union may, within ten (10) working days of the General Manager's decision, request that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement. If such agreement is not reached within five (5) calendar days from the date of receipt of request to arbitrate, then the State Mediation and Conciliation Service of the State of California shall be requested to supply a list of five (5) qualified and experienced arbitrators. If the parties cannot agree on one of the five to act as arbitrator, they shall strike names from the list of nominees alternately until the name of one nominee remains who shall thereupon become the arbitrator. The first party to strike a name from the list shall be chosen by lot.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the District. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

#### 5.7 AUTHORITY OF ARBITRATOR

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union, and unless such dispute falls within the definition of a grievance.

#### 5.8 NO MODIFICATIONS TO MEMORANDUM OF UNDERSTANDING

Proposals to add to or to change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the

power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

#### 5.9 COMPENSATION CLAIMS

All complaints involving or concerning payment of compensation shall be initially filed in writing with the General Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding.

No adjustments shall be retroactive for more than thirty (30) days from the date of filing.

#### 5.10 DISCIPLINE

The DISTRICT shall have the right to discipline, demote, suspend, reduction in pay, and discharge employees for just cause, with the exception of probationary employees, who may be terminated with or without cause at the sole discretion of the DISTRICT.

Suspension/Termination. The General Manager shall approve suspensions invoked prior to a “notice of intent to suspend.”

Previous Discipline. The DISTRICT agrees that it will not use Written Reprimands that were given to employees more than 36 months prior for further disciplinary action, provided that the employee has received no other discipline during that 36-month period.

#### 5.11 RIGHT TO APPEAL

An employee with permanent status has a right to appeal a disciplinary action involving a suspension without pay, demotion, a reduction in pay and/or a discharge.

If the employee wishes to appeal a suspension without pay, demotion, a reduction in pay or a dismissal, to the DISTRICT he/she shall transmit, in writing, the appeal to the General Manager within five (5) working days following the notice of discipline.

#### 5.12 ARBITRATION PROCEDURE

Within ten (10) working days of the receipt of the Appeal, the parties will request the services of the State Conciliation and Mediation Service to provide a list of (5) Arbitrators. Upon receipt of such list, and if there is no mutual agreement, the parties shall promptly select an Arbitrator in accordance with the procedure set forth in Section 5.5.

The Arbitrator will offer dates and times of availability and the parties will select the earliest mutually convenient date and time to conduct the hearing.

The fees and expenses of the Arbitrator and the incidental Arbitration expenses shall be borne equally by both parties. Each party will be responsible for the expenses of preparing and presenting its case.

Upon the conclusion of the hearing, the Arbitrator shall render a written final and binding decision and provide a copy to each party.

## **ARTICLE VI** **SALARIES**

### 6.1 SALARY

#### 6.1 SALARY ADJUSTMENTS:

##### A. 2020/21 Salaries:

Effective the first full pay period following ratification of this agreement by the Union, a Cost of Living increase of three percent (3.0%) of base salary shall be granted to all employees in the unit.

##### B. 2021/22 Salaries:

Effective the first day of the pay period that includes July 1, 2021, salaries shall be increased based on the Consumer Price Index for the February 2021 San Francisco Bay Area (San Francisco, Oakland, San Jose Consumer Price Index Urban Wage Earners and Clerical Workers), provided, however that such increase shall not be less than two percent (2.0%) nor more than four percent (4.0%).

##### C. 2022/23 Salaries:

Effective the first day of the pay period that includes July 1, 2022, salaries shall be increased based on the Consumer Price Index for the February 2022 San Francisco Bay Area (San Francisco, Oakland, San Jose Consumer Price Index Urban Wage Earners and Clerical Workers), provided, however that such increase shall not be less than two percent (2.0%) nor more than four percent (4.0%).

##### D. Other Salary Adjustments:

Effective the first full pay period following ratification of this agreement by the Union, salary adjustments shall be made as indicated below:

- 1) Water Service Field Representative – a two and one-half percent (2.5%) salary adjustment; this increase will be calculated as cumulative and not compounded (e.g., 3% +2.5% = 5.5%).
- 2) Senior Water Service Field Representative – salary will be set at 10.25% above the Water Service Field Representative.
- 3) Water System Operator II – a two percent (2%) salary adjustment; this increase will be calculated as cumulative and not compounded (e.g., 3% +2% = 5%)
- 4) Water System Operator I – salary will be set at 10% below the Water System Operator II.
- 5) Water System Operator III – salary will be set at 10% above the Water System Operator II.
- 6) Sr. Water System Operator – salary will be set at 10.25% above the Water System Operator III.

## 6.2 RETIREMENT PLAN

The DISTRICT shall continue to contract with the CalPERS for the retirement benefit commonly known as 2.5% @ 55 for Local Miscellaneous Members for “Classic Members” and 2% @ 62 for “PEPRA/New Members.” Employees shall pay their normal share of the employee’s contribution required under CalPERS.

The terms of the enhanced CalPERS retirement plan (from 2.0% @ 55 to 2.5% @ 55) and the contributions thereof is governed by a separate Memorandum of Understanding between the DISTRICT and the UNION.

## 6.3 DEFERRED COMPENSATION

The DISTRICT agrees to match any employee contribution to the DISTRICT’s recognized deferred compensation plan up to a maximum of One Hundred Dollars (\$100.00) per month. Any contribution resulting from Section 7.1.E shall be excluded from this benefit.

Part-time employees are eligible for the DISTRICT’s match of employee’s contribution on a pro-rata basis.

## 6.4 LONGEVITY PAY

Employees that have been with the DISTRICT for a minimum of twenty (20) years and that have been at the top step in their current position for five (5) or more years will receive a one percent (1.0%) salary increase.

**ARTICLE VII**  
**INSURANCE BENEFITS**

7.1 HEALTH INSURANCE

- A. Effective July 1, 2015 the DISTRICT pays up to the following amounts:
1. Employee Only = 100% of the lower of Kaiser or Blue Shield Net Value
  2. Employee + 1 dependent = \$1,521.22
  3. Employee + 2 or more dependents = \$1,965.10
- B. In the event that Kaiser or Blue Shield Net Value plan premiums decrease the DISTRICT contribution will remain the same as the previous year.
- C. At any time during the term of the agreement DISTRICT share will be capped at the lesser of Kaiser or Blue Shield Net Value plan premiums.
- D. Annual increases in premiums will be split amongst the DISTRICT and Employee. The cost split is based on the effective percent increase in the lower of Kaiser or Blue Shield Net Value. The Cost split will be adjusted effective January 1<sup>st</sup> of each year for the term of the agreement as outlined below:

% Increase	DISTRICT Share	Employee Share
0% - 5%	100 %	0%
6% - 15%	25%	75%
16%+	0%	100%

- E. Employees who can provide proof of health insurance coverage from another source (i.e., spouse's employer, Covered California, etc.) and that do not participate in the DISTRICT's offered health plans are eligible to receive 50% of the employee only contribution rate deposited into the employee's deferred compensation account (capped at \$400/mo.) or to be paid in cash through payroll. Such employee may only subsequently enlist in the DISTRICT's health plan coverage during an open enrollment period unless such employee produces evidence of loss of coverage under the other health plan or other qualifying event as determined by CalPERS.
- F. DISTRICT shall notify employees during open enrollment period the new proposed premiums and open enrollment timeframe.
- G. Should regulations implementing the Affordable Care Act impact the Health Insurance section of this MOU the Union and DISTRICT will reopen the Health Insurance section only to meet and confer over the mandated changes.

7.2 DENTAL INSURANCE

The DISTRICT shall continue to provide dental insurance benefits as provided in the DISTRICT'S current insurance plan. Dental insurance coverage shall commence from the 1<sup>st</sup> of the month following sixty (60) days of continuous employment with the DISTRICT. The DISTRICT shall bear the costs of the premiums in full for each employee and dependents.

7.3 VISION CARE INSURANCE

Each employee and dependent shall be covered with vision care insurance from the 1<sup>st</sup> of the month following sixty (60) days of continuous employment with the DISTRICT. The DISTRICT shall bear the costs of the premiums in full for each employee and dependents.

7.4 LIFE INSURANCE

The DISTRICT shall cover employees with life insurance commencing from the 1<sup>st</sup> of the month following sixty (60) days of continuous employment with the DISTRICT in an amount of one and one-half (1-1/2) times the employee's annual salary to a maximum of \$100,000. The DISTRICT shall bear the costs of the premiums in full for each employee.

7.5 LONG TERM DISABILITY COVERAGE

The DISTRICT shall provide to its employees' long-term disability coverage, at terms provided for by the DISTRICT

7.6 MEDICAL BENEFITS FOR RETIREES

A. PEMHCA Contribution

The DISTRICT currently provides health benefits through the California Public Employee's Retirement System (CalPERS) Health Benefits Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). Employees retiring at age 50 and greater with a minimum of 5 years CalPERS' service will receive the minimum health premium annually established under the PEMHCA, at the rate which is nominally increased annually by CalPERS.

B. Additional Benefit Amount Paid by the DISTRICT

Retirees under the age of 65

Single – \$452.68 plus 90% of the rate increase in Kaiser Rate, with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

2 Party (both under 65) – \$822.20 plus 50% of the rate increase in Kaiser Rate, with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

Family (all under 65) – \$1,058.23 plus 50% of the rate increase in Kaiser Rate with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

Retirees over the age of 65

Single – \$253.61 plus 90% of the rate increase in Kaiser Supplement / Managed Medicare Monthly Rate with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

2 Party (both over 65) – \$507.21 plus 50% of the rate increase in Kaiser Supplement / Managed Medicare Monthly Rate with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

2 Party (one over 65) – \$706.28 plus 50% of the rate increase in respective Kaiser rates with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

Family (two over 65) – \$760.82 plus 50% of the rate increase in Kaiser Supplement / Managed Medicare Monthly Rate with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

Family (one over 65) – \$959.89 plus 50% of the rate increase in respective Kaiser rates with 2010 rate as the base, effective January 1, 2011, and annually thereafter, less PEMHCA Contribution.

Credited Years of CalPERS Service	Percentage of Additional Benefit Amount
Less than 10	0
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

C. Retiree Contribution

Retirees shall contribute the difference between his/her CalPERS Health Premium and the DISTRICT paid PEMHCA Contribution and Additional Benefit Amount (if applicable).

D. Additional Requirements

In order to be eligible to receive health benefits through CalPERS upon retirement, DISTRICT employees must meet the following definition of “annuitant” under CalPERS law:

- 1) Employees must be a member of CalPERS;
- 2) Employees must be enrolled in the CalPERS Health Program; and
- 3) Employees must retire within 120 days of separation from employment with the DISTRICT and receive a monthly retirement allowance from CalPERS.

E. Dental and Vision Coverage for Retirees

The DISTRICT will continue to bear the cost of the premiums in full for dental, and vision insurance coverage for each employee and dependents upon retirement, provided said employee has a minimum of twenty (20) years of service with the DISTRICT at the time of said retirement.

7.7 MEDICAL BENEFITS FOR PART-TIME EMPLOYEES

Permanent part-time employees hired to work more than twenty (20) hours per week will be eligible for half the medical benefits as that of full-time employees.

Part-time employees are not eligible for Vision, Dental, Life or Long-Term Disability Insurance coverage.

**ARTICLE VIII**  
**HOURS OF WORK**

8.1 WORK PERIOD

The basic work period shall be one week consisting of forty (40) hours, except that the DISTRICT may require any employee covered by this AGREEMENT to perform services in excess of forty (40) hours per week when public necessity so requires. All days referred in this MOU consist of an eight (8) hour period, including holidays, floating holidays, vacation leave, vacation credits, bereavement leave, sick leave, and sick leave credits.



Work hours counted towards straight time include holidays, floating holidays, vacation leave, sick leave, bereavement leave, jury duty leave, and comp time used.

## 8.2 REST PERIODS

- A. Each employee covered by this AGREEMENT will be afforded rest periods which shall be fifteen (15) minutes during the first half of the employee's work shift and fifteen (15) minutes during the last half of the employee's work shift.
- B. Employees shall be given a rest period of six (6) hours between work shifts. If that six (6) hour period extends into the next regularly scheduled shift an employee is eligible for rest time pay. Rest time shall be calculated as follows:

- Subtract the hours remaining until the next regularly scheduled shift from 6 hours and this is the amount of paid rest time an employee may take at the beginning or end of their shift.

Rest time shall not be received if work is completed more than 6 hours prior to the start of their next regularly schedule shift, or if employee is called out to perform work within 2 hours of their next regularly schedule shift, or in the event of a catastrophic emergency (requiring three or more field staff) the DISTRICT will be allowed to determine the best staffing option and will be relieved of this subsection.

## 8.3 FLEX TIME

Upon mutual agreement, alternate work schedules may be established. Any alternate work week schedule shall be evaluated every six (6) months to determine if the program will continue. The DISTRICT reserves the right to terminate an alternate work schedule based on the operational needs of the DISTRICT.

In addition, the DISTRICT reserves the right to utilize a flex time schedule. Flex time work schedule is a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with written arrangements agreed to by the employee and the General Manager or his/her designee. The DISTRICT reserves the right to discontinue the flex schedule and reassign an employee to a normal daily work schedule based on the operational needs of the DISTRICT.

#### 8.4 OVERTIME

Overtime is defined as hours worked in excess of forty (40) straight time hours per week on a Monday through Sunday basis, or eight (8) hours per day (except during alternate or flex time scheduling), excluding vacation time.

Such overtime shall be compensated at the rate of one and one-half (1½) times the rate of pay for hours worked Monday through Saturday. Hours worked in excess of 12 consecutive hours shall be compensated at a rate of two (2) times the straight time rate. Any hours worked on a Sunday will be paid at the rate of two (2) times the straight time rate.

No employee shall work overtime unless the work is authorized by the DISTRICT. No overtime shall be performed except in cases of emergency or when public necessity so requires it. All overtime worked by an employee shall be reported to the DISTRICT on the first workday following the performance of said overtime.

#### 8.5 COMPENSATORY TIME OFF

The employee assigned to overtime and eligible for compensatory time off (CTO) shall be allowed to accrue CTO for up to a maximum of forty (40) hours. After forty (40) hours of compensatory time has been accumulated, the DISTRICT must compensate the employee in cash for any additional overtime worked. No employee shall be eligible to earn CTO on a day when any type of leave is taken; if eligible, overtime will be paid instead. These decisions are final and not subject to grievance or appeal.

No employee shall take compensatory time off without prior written approval of the General Manager or his/her designee. CTO requests shall be submitted in accordance with Section C – Employee Vacations, DISTRICT Rules and Regulations, dated April 1993, as amended, and approved by the General Manager or his/her designee.

Each employee who is separated from the DISTRICT service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of separation.

#### 8.6 SUMMER HOURS

During the period from May 1 through September 30, the DISTRICT shall, to whatever extent practicable, endeavor to alter the workday to commence at 0700 hours and to terminate at 1530 hours as it applies to employees covered in this AGREEMENT.

**ARTICLE IX**  
**STANDBY ASSIGNMENTS/CALL BACK**

9.1 ON CALL DUTY

An employee “on call” shall be paid for each hour “on call” in addition to pay for any work performed while “on call”. Work performed will include fixing an issue through phone call or computer. Effective the first full pay period following ratification of this MOU by the Union, the “on call” rate shall increase from \$4.50 to \$5.00 for each hour “on call”.

9.2 CALL BACK

Any employee who is called back to the DISTRICT service area shall receive a minimum of one (1) hour’s pay at the appropriate rate. Pay for phone call/computer work will be charged in fifteen (15) minute intervals, not subject to the one (1) hour minimum for call back. Additionally, if such an employee works in excess of one (1) hour under such circumstances, the employee will automatically be entitled to two (2) hour’s pay at the appropriate rate. Any hours worked in excess of two (2) hours will be paid on an hour by hour basis. The appropriate rate shall be determined as set forth in ARTICLE VIII herein.

**ARTICLE X**  
**HOLIDAYS**

10.1 HOLIDAYS

The following days shall be paid holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Veterans’ Day
Presidents’ Day	Thanksgiving (and the Friday after)
Memorial Day	Christmas Day (and the day after)
Independence Day	Two (2) floating holidays

Every Monday following a holiday that falls on a Sunday is a holiday, and every Friday preceding a holiday falling on a Saturday is a holiday.

10.2 FLOATING HOLIDAYS

On January 1 and July 1 of each year, employees shall accrue one (1) floating holiday.

The floating holidays may be taken as time off only with advance approval of the General Manager of the DISTRICT and scheduled with due regard for the wishes of the employee and the convenience of the DISTRICT. Floating holidays may not be accumulated from one calendar year to the next. Unused floating holidays are deemed to be lost at the end of each calendar year or upon termination of the

employee and are not subject to compensation. Floating holidays must be used in increments of one (1) day only. The DISTRICT shall provide ample time for the floating holidays to be taken within the calendar year.

### 10.3 HOLIDAY PAY

All employees shall be paid regular straight time for the holiday. Any employee who works on a holiday shall receive in addition to that regular straight time pay, double time for all hours worked.

### 10.4 HOLIDAYS, PART TIME EMPLOYEES

Part-time employees are eligible for paid Holidays and Floating Holidays on a pro-rated basis and in accordance with their specific workweek.

## **ARTICLE XI** **VACATIONS**

### 11.1 VACATION LEAVE

Vacation leave for full-time employees of the DISTRICT, shall consist of ten (10) working days per year after the completion of twelve (12) months of continuous employment. This will be increased to fifteen (15) working days per year at the start of the fifth (5<sup>th</sup>) year of employment and to twenty (20) working days per year at the start of the tenth (10<sup>th</sup>) year of employment. Vacation leave for a full-time employee will be increased to twenty-five (25) working days at the start of the twentieth (20<sup>th</sup>) year of employment.

Vacation can be earned on a pay period basis, but total earnings per year will be unaffected.

### 11.2 SCHEDULING

Vacation Scheduling: Vacation time shall be taken at a time approved by Management and on the basis of employment seniority. Vacation requests for five (5) consecutive workdays or more are due by December 1<sup>st</sup> for the following calendar year. All other requests require two (2) weeks advance notice. Requests made with less than two (2) weeks' notice are subject to staffing needs of the District.

Vacation scheduling can only be changed with the approval of Management. Only one-third of each department (office/field) will be granted vacation simultaneously, subject to the operational needs of the District. No vacation will consist of more than three (3) consecutive weeks at a time, except when otherwise approved by Management.

### 11.3 VACATION CREDITS

- A. Returning to Employment. No employee who has left the employ of the DISTRICT can return and be credited with prior employment toward extra vacation benefits.
- B. Pro-Rata Credit. Each employee shall be considered to work no more than five (5) days each week. Each employee who works less than full-time, but not less than half-time, shall be credited vacation on a pro-rata basis.
- C. Resignation, Discharge, or Leaving Employment. Any employee who resigns, is discharged, or leaves the DISTRICT's service for any reason prior to the completion of one (1) year employment will be entitled to vacation time earned on the basis set forth in this section.
- D. Non accumulative. Employees are limited to carrying over one hundred (100) hours of vacation time to the next fiscal year and it is the employees' responsibility to manage. No priority shall be given to the scheduling of those carryover vacation hours with relationship to the vacation schedules of other employees.
- E. Holidays, Vacation and Sick Leave. Holidays during vacation leave shall not be counted as days of vacation. Vacation credit shall continue while on vacation or sick leave.

## **ARTICLE XII** **MISCELLANEOUS LEAVES**

### 12.1 JURY DUTY

Any employee who is required to report to jury duty shall receive full pay for such absence from work provided the employee endorses to the DISTRICT any checks or warrants received in payment of jury duty exclusive of mileage for personal vehicle or other out of pocket expenses incurred due to jury duty.

Part-time employees are not eligible for Jury Duty Leave.

### 12.2 BEREAVEMENT LEAVE

Any employee may be granted up to three (3) days per year bereavement leave with pay in the event of the death of a member of the employee's immediate family. Immediate family shall mean spouse, parents, grandparents, children, grandchildren, brothers, sisters, in-laws, stepparents, and stepchildren. In the event that the deceased relative resided out of state, additional two (2) days bereavement leave may be granted.

Part-time employees are not eligible for Bereavement Leave.

## 12.3 SICK LEAVE

- A. How Earned. Sick leave will be earned at the rate of one (1) day per month of service. Provided the employee is eligible to receive CalPERS retirement benefits and has been an employee of the DISTRICT for at least ten (10) consecutive years, any sick leave accumulated and unused shall be applied to the employee's CalPERS account based on the factor established by CalPERS. During an employee's initial probationary period sick leave will be earned at the rate of four (4) hours per month of service and can be used following ninety (90) days of service.

Part-time employees are eligible for paid sick leave, on a pro-rated basis in accordance with their specific workweek.

Any employee covered by this AGREEMENT who has fifteen (15) or more years of service with the DISTRICT, upon retirement, shall have the option of applying any sick leave, accumulated and unused, to the employee's CalPERS account based on the factor established by CalPERS, or the employee may be reimbursed in cash at the rate of one-half (1/2) hour for each sick leave hour earned.

- B. How Computed. For the purpose of computing sick leave, each employee shall be considered to work not more than five (5) days each week and minimum sick leave chargeable shall be one (1) working hour. Thereafter, sick leave shall continue in hourly increments. Sick leave credit shall continue to accrue while an employee is on vacation, but shall not be granted in lieu of vacation while on such vacation.
- C. Use of Sick Leave. Sick leave shall not be considered as a privilege, which an employee may use at the employee's discretion, but shall be allowed in cases of actual sickness or disability of the employee or the employee's immediate family. Sick leave may be used, with prior management approval, for dental, eye, and doctor appointments.
- D. Procedure. In order to receive compensation while absent on sick leave, the employee shall notify the DISTRICT office at least one (1) hour prior to the time set for beginning the employee's daily duties. In the event of extended illness (i.e., in excess of three (3) consecutive days), a physician's certificate must be submitted verifying the illness.
- E. Personal Necessity Leave. If an employee has accumulated over twenty (20) days sick leave, then sick leave may also be used in cases of personal necessity not to exceed four (4) days in any fiscal year as long as the employee has at least twenty (20) days of accumulated sick leave after the personal necessity leave has been deducted. Personal necessity includes any of the following:

1. An accident or injury involving the employee's person or property or the person or property of a member of the employee's immediate family.
2. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order with jurisdiction.
3. Such other reasons as may be approved by the General Manager or his/her designee.

F. Misuse. The General Manger of the DISTRICT shall revoke pay and sick leave time if the employee is engaged in private or public work while on such leave. Misuse of sick leave privileges is grounds for disciplinary action, including possible termination.

G. Pay for Unused Sick Leave.

Any employee who has accumulated over twenty (20) days (i.e., 160 hours) of sick leave may be eligible to receive compensation for unused sick leave if they meet the following:

1. The employee's accumulated sick leave may not be less than twenty (20) days (i.e., 160 hours) as a result of receiving compensation for unused sick leave.
2. The employee may not have taken off fifty-six (56) hours or more of sick leave, personal necessity leave or a combination of sick leave and personal necessity leave during the previous twelve (12) months. For purposes of computing compensation for unused sick leave, the twelve-month period shall be December 1 through November 30.
3. Compensation for unused sick leave shall occur during the first half of December of each year.
4. If an employee elects, the employee can be compensated for unused sick leave, hour for hour up to 56 hours/year maximum for unused sick leave.

Any sick leave hours an employee elects to be compensated for shall be removed from the employee's accumulated sick leave balance.

**ARTICLE XIII**  
**LAYOFFS**

13.1 SENIORITY

Any layoff shall take into consideration seniority based on date of hire, provided that background qualifications, ability, and job performance of the employees are equal.

13.2 EQUAL SENIORITY

If two (2) or more employees have an equal amount of seniority, the senior employee shall be determined on the basis of background qualification, ability, and job performance. The General Manager of the DISTRICT shall make the final decision as to evaluations and decisions regarding the layoff of employees.

**ARTICLE XIV**  
**CONCERTED ACTIVITIES**

14.1 CONCERTED ACTIVITIES

The UNION and its members agree that they will not engage in, authorize, sanction, ratify, or support any strike, slow-down, stay-in work stoppage, sick-in, or other curtailment or restriction of, or interference with their activities and the work in or about the premises of the DISTRICT during the term of this AGREEMENT. In the event the UNION violates this provision, the DISTRICT shall have the option of canceling this AGREEMENT at any time after the strike or prohibited activity commences, unless settlement of the underlying issue is sooner resolved. This right of cancellation in no way prohibits the DISTRICT from seeking redress against the UNION by other provisions of the law. Any employee who participates in or promotes a strike or other prohibited activity, or a disturbance, even of a momentary nature, may be discharged.

**ARTICLE XV**  
**MISCELLANEOUS PROVISIONS**

15.1 MEAL REIMBURSEMENT

All employees who work a shift of more than eight (8) hours shall be entitled to reimbursement for meals after twelve (12) consecutive hours worked and in four (4) hour increments thereafter as follows, unless the DISTRICT provides the meal:

Breakfast	up to	\$ 10.00
Lunch	up to	\$ 15.00
Dinner	up to	\$ 20.00



To receive meal reimbursement, an employee must submit a receipt acceptable to the General Manager or his/her designees.

## 15.2 CLOTHING PROVISIONS

After six (6) months of employment, the DISTRICT will provide the employee with work clothes as described below:

- A. Work Shirts. The DISTRICT will further provide up to six (6) work shirts per fiscal year to the employee which the employee will be required to wear for purposes of safety and identification. Subject to subsection (F) an employee must turn in items with the District logo prior to receiving additional items, with the exception that an employee may hold in their possession twelve (12) shirts prior to having to exchange said shirts. If an employee desires to obtain a sweatshirt they may do so by reducing the number of shirts they receive by an equivalent dollar amount.
- B. Work Jackets. The DISTRICT will also provide one (1) jacket to the employee that the employee may wear during cold or rainy weather or at other times considered necessary by the employee. The DISTRICT shall replace the jacket when the employee needs a new one but no more than one (1) jacket will be provided per fiscal year.
- C. Work Pants. Employees will be reimbursed for work pants that are of equivalent durability and color to dark blue Levi or Carhartt jeans up to a total value of \$250/year.
- D. Boots. Employees will be reimbursed for work boots that meet ASTM 2413-05 standards up to a total value of \$250/ year.
- E. Reimbursement. Employees who submit receipts for covered work pants and boots as identified in Sections C and D above will be reimbursed by the District within 30 days of submittal.
- F. Logo items. All items with DISTRICT logos must be turned in prior to receiving new items with the DISTRICT logo and upon separation of employment with the DISTRICT.

## 15.3 CERTIFICATION AND LICENSE REQUIREMENTS

- A. Each employee, prior to employment by the DISTRICT, must possess a high school diploma or an equivalent certificate, a valid California driver's license, and automobile insurance acceptable to the DISTRICT's insurance carrier for normal coverage purposes. On becoming a regular employee, the above requirements regarding a driver's license and insurance must be maintained during the course of employment with the DISTRICT.

- B. Any new DISTRICT field personnel hired or internally promoted after the date of adoption of this AGREEMENT shall possess the following valid State of California, Drinking Water Program (DWP), certifications or higher certifications, at the time of appointment or promotion. However, any new employees hired at the WDSO I level may obtain the required certification within 18 months of being hired. If the newly hired employee fails to obtain the required certification within the 18 months' time frame, such employee shall be terminated.

<b>Job Classifications of Field Positions</b>	<b>Distribution</b>	<b>Treatment</b>	<b>Other</b>
Sr. Water System Operator	Grade – 4	Grade – 2	AWWA Cross Connection
Water System Operator – III	Grade – 3	Grade – 2	
Water System Operator – II	Grade – 2	Grade – 1	
Water System Operator – I	Grade – 1	None	
Sr. Water Service Field Representative	Grade – 1	None	AWWA Water Conservation Practitioner Level II Qualified Water Efficient Landscaper
Water Service Field Representative	Grade – 1	None	Qualified Water Efficient Landscaper

- C. Each newly hired or internally promoted employee shall successfully pass a twelve-month probationary period in addition to the applicable certification and licensing requirements listed under subsection 15.3 B above.

#### 15.4 CERTIFICATION INCENTIVE PAY

- A. Any employee who obtains a Water Treatment Plant Operator certification (T) or Water Distribution Operator Certification (D) beyond the level required for the employee's current class is eligible for certification incentive pay of 1.5% for each certification up to a maximum of two certificates (maximum 3% incentive pay). The Water System Manager may assign duties consistent with the use of such certification.

For the incentive pay to continue, the employee must continuously maintain a valid certification.

- B. Any Employee who obtains an American Water Works Association Cross Connection Control Program Specialist Certificate will receive a one-time certification incentive pay of \$250.

## 15.5 TUITION REIMBURSEMENT

Upon written approval of the General Manager, the DISTRICT will reimburse an employee for the cost of tuition, books, and parking fee for job related educational expense up to Five Hundred Dollars (\$500.00) per semester with an annual maximum of One Thousand Dollars (\$1,000.00) per fiscal year. The employee must submit receipts and applicable reimbursement forms along with evidence of satisfactory completion with a “C” or better to the General Manager for reimbursement. The employee must obtain written approval from the General Manager prior to taking the course to determine whether the course is job related and/or funds are available.

## 15.6 COMPUTER PURCHASE ASSISTANCE PROGRAM

Regular full-time, non-probationary employees (excluding probation due to promotion) are eligible to participate in the program. New employees may apply to the program at any time once they have successfully completed their probationary term, except in the case of Water Distribution System Operator I who will have an additional requirement of obtaining the DWP Water Distribution Operator Grade I Certificate before being eligible for the program. New or first time (to the program) employees will be given a maximum of a Two Thousand (\$2,000.00) dollar loan in order to promote computer literacy among DISTRICT employees.

The program funding limit is Eight Thousand (\$8,000.00) dollars.

An eligible employee for the first-time purchase of computer equipment will be loaned up to Two Thousand (\$2,000.00) dollars from the DISTRICT. An eligible employee (not a first-time purchaser) may receive a subsequent loan after the previous loan has been paid in full. To receive the loan, the employee must provide a receipt of purchase or a purchase agreement.

Employee may receive a loan promise by signing a promissory note to repay the DISTRICT through payroll deduction. Up to seventy-two (72) equal and consecutive pay periods (three (3) years) may be used to repay the loan.

If there is money in the program and all employees on the list have been given the opportunity to participate, an employee who has previously purchased equipment and software and paid their loan off in full can reapply to buy additional equipment and software. A random drawing conducted by the General Manager will be used to establish the order of the eligibility list.

## 15.7 PROMOTION

1. The employee must obtain the recommendation from their existing supervisor and future supervisor, if the promotion involves an interdepartmental transfer between the Field and Office, and the General Manager.

2. The promotion must be in compliance with the MOU, Rules and Regulations, and Policies and Procedures.
3. If the promotion is recommended by the supervisor, but denied by the General Manager, the General Manager's decision shall be subject to the grievance procedure.

#### 15.8 PERFORMANCE EVALUATIONS

Permanent employees may be evaluated every year as close as possible to their evaluation anniversary date. Merit/step increases shall be based on formal written performance evaluations.

1. The employee's first level supervisor shall generally evaluate an employee.
2. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
3. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the DISTRICT's evaluation form.
4. The employee shall be informed of his/her rights to prepare and have attached to the evaluation form, any written comments, which the employee wishes to make.
5. When an employee is rated "needs improvement" or "unsatisfactory" on any factor, the evaluator will give reasons for such rating and include specific recommendations for improvement in writing.
6. The employees' signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation, but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
7. The employee will be given a copy of his/her completed evaluation form at the time the form is signed by the employee (confirmation of the final version to be received later). Employee understands that in receiving said copy of the evaluation, that this copy must be kept confidential and/or taken off the DISTRICT's premises. Original evaluation is to remain in the employee's secured Personnel file, wherein the employee has access to the files upon request.
8. Any rating below satisfactory, which results in the DISTRICT denying a merit/step increase, shall be supported by written documentation or a record of verbal counseling received by the employee at the time the incident(s) occurred. Record of verbal counseling is not required to be

submitted until the time of the evaluation and will show the dates and general nature of the verbal warnings issued. A merit/step increase shall not be awarded if an employee receives an “unsatisfactory” rating in one (1) or more evaluation categories, or a rating of “needs improvement” in two (2) or more categories.

9. If a merit and/or step increase is recommended by the supervisor and denied by the General Manager, then the General Manager’s decision shall be grievable.
10. If the employee’s merit and/or step increase is denied, the employee will be evaluated again on the conclusion of six (6) months of service. If the evaluation is satisfactory, the employee will be granted a merit increase effective on the date of reevaluation. The date of reevaluation shall become the employee’s new date of reevaluation for merit/step increases.
11. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee’s written acknowledgement.

Failure to follow the foregoing procedure is subject to the grievance procedure, but not the outside hearing office procedure. However, disputed over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the General Manager or his/her designee upon request of the employee.

#### 15.9 OUT OF CLASS COMPENSATION

Permanent employees may be compensated for performing work duties beyond their normal scope of assigned work assignments according to the following procedure.

1. An employee shall be considered for “out of class” pay when that employee is assigned duties in writing by their immediate Supervisor, with prior approval by the General Manager, and duties being above and beyond their normal work duties in the continued absence of a superior or supervisor.
2. An employee is eligible for “out of class” pay after eight (8) hours of absence of the immediate superior or supervisor, except in situation described in item 3.
3. When a superior or supervisor has requested, and had approved, a vacation or leave of absence of four (4) or more consecutive workdays, the “out of class” pay shall be effective on the first day of the superior or supervisor’s vacation and/or leave of absence.
4. An employee shall be compensated at a ten (10%) percent increase of pay, within the parameters described above.

15.10 SAFETY COOPERATION

The DISTRICT and UNION agree to cooperate in placing in effect and maintaining safety rules and practices to provide a safe working environment in accordance with applicable Federal and State laws.

15.11 INJURIES

An employee who is injured while on duty shall continue to earn seniority during their recovery period up to 18 months after which seniority will no longer be accrued until the employee returns to work.

**ARTICLE XVI**  
**TERM OF CONTRACT**

16.1 TERM OF CONTRACT

The terms of this AGREEMENT shall remain in full force and effect from July 1, 2020 to and including June 30, 2023.

VALLEY OF THE MOON  
WATER DISTRICT

INTERNATIONAL UNION OPERATING  
ENGINEERS, STATIONARY  
ENGINEERS, LOCAL 39 AFL-CIO:

By: \_\_\_\_\_  
Jennifer Linfante  
Board President

By: \_\_\_\_\_  
Alan Gardner  
General Manager

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

By: Bart Florence  
Bart Florence  
Business Manager

By: Jeff Gladieux  
Jeff Gladieux  
President

By: Steve Crouch  
Steve Crouch  
Director of Public Employees

By: Laura Strand  
Laura Strand  
Business Representative

By: Casey Whelan  
Casey Whelan  
Shop Stewart

By: Brian Larsen  
Brian Larsen  
Sr. Water Systems Operator

Date: 7/1/2020

VALLEY OF THE MOON  
WATER DISTRICT

By   
Jennifer Linfante  
Board President

By   
Alan Gardner  
General Manager

Date:

INTERNATIONAL UNION OPERATING  
ENGINEERS, STATIONARY  
ENGINEERS, LOCAL 39 AFL-CIO:

By \_\_\_\_\_  
Bart Florence  
Business Manager

By \_\_\_\_\_  
Jeff Gladieux  
President

By \_\_\_\_\_  
Steve Crouch  
Director of Public Employees

By \_\_\_\_\_  
Laura Strand  
Business Representative

By \_\_\_\_\_  
Casey Whelan  
Shop Stewart

By \_\_\_\_\_  
Brian Larsen  
Sr. Water Systems Operator

Date: 7/1/2020



## SALARY TABLE

SENIOR WATER SYSTEM OPERATOR	7,742	8,129	8,536	8,963	9,411
WATER DISTRIBUTION SYSTEM OPERATOR III	7,022	7,374	7,742	8,129	8,536
WATER DISTRIBUTION SYSTEM OPERATOR II	6,384	6,703	7,038	7,390	7,760
WATER DISTRIBUTION SYSTEM OPERATOR I	5,804	6,094	6,399	6,718	7,054
SENIOR WATER SERVICE REP	5,411	5,682	5,966	6,264	6,577
WATER SERVICE FIELD REP	4,908	5,153	5,411	5,682	5,966