

# MEMORANDUM OF UNDERSTANDING

between

Chester Public Utility District

and

International Union of Operating Engineers,  
Stationary Local No. 39

Miscellaneous Bargaining Unit

7/1/2022 – 6/30/2025

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### Article 1: Introduction

The representatives of the Chester Public Utility District, hereinafter called "District" and the representatives of Stationary Engineers, Local 39, hereinafter called "Local 39," having met and conferred in good faith, have mutually agreed to recommend to the Board of Directors of the Chester Public Utility District and to the Local 39 membership at the District that the following Memorandum of Understanding ("MOU") be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented. The purpose of the MOU is to promote harmonious relations between the District and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500, et seq., hereinafter called "MMBA.

This MOU governs the classifications listed in Attachment B, which is incorporated herein by this reference.

### Article 2: Recognition

The District recognizes Local 39 as the exclusive employee organization representing permanent and probationary, full-time, management or non-management, confidential or non-confidential employees of the District holding classifications as set forth in Attachment B below.

### Article 3: District Rights

A. The District retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

- (1) To direct employees in the performance of their duties.
- (2) To hire, promote, transfer, assign, and discipline employees.
- (3) To dismiss employees because of lack of work or in accordance with personnel rules and regulations.
- (4) To determine the mission of the District, number of employees, and the numbers, types, classifications, descriptions, and grades of positions, or employees assigned to an organizational unit, work project, shift, or tour of duty, and the methods and technology of performing its work.
- (5) To take whatever action may be appropriate to carry out its mission in situations of emergency, subject to its obligation to meet and confer with Local 39 as soon

as is practicable after such action is taken, if requested by Local 39, over such action and/or its effects.

- B. In addition, the District specifically retains all the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems necessary with appropriate notification to bargaining unit employees.
- C. This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

#### Article 4: Union Rights

- A. Local 39 may use District facilities for meetings with employees in the unit it represents, may post materials related to official Union business on bulletin boards which will be provided for their use, and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.
- B. The Local 39 Business Representative may use the District's electronic mail system, if available, for purposes of releasing announcements as to Union functions and meetings which affect represented employees. If email is not available, such announcements may be distributed to represented employees at their work location.
- C. Except as set forth in this MOU, employees covered by this MOU are entitled to all the rights and privileges they enjoyed as employees of the District as of January 1, 2014, including all rights afforded them under the Meyers-Milias-Brown Act (California Government Code Section 3500, et seq.) and any applicable labor law(s) or statute(s).
- D. Visiting work location(s) during normal working hours (0800-1630 hours) require prior notification and approval of the General Manager or Designee. Access shall not be unreasonably denied.

#### Article 5: Union Membership and Security

- A. Dues Deduction: The District agrees to deduct Local 39 dues from members' pay during each bi-weekly pay period of each month. The District will pay such dues bi-weekly to Local 39 at 1620 North Market Boulevard, Sacramento, CA 95834, within seven (7) calendar days of the date in which the dues were withheld. Employees who authorize dues deduction through completion of a Dues Authorization Form shall be required to maintain Union membership and dues authorization pursuant to Paragraph B, below.
- B. Union Security: Pursuant to the provisions of California Government Code Section 3502.5(a), every employee covered by this MOU shall as a condition of employment become a member of Local 39 and maintain the employee's membership in Local 39 in good standing in accordance with its Bylaws or, in the alternative, shall tender bi-weekly

via payroll deduction an agency fee in an amount equal to the amount of the monthly dues required of members. An employee who is or who becomes of member of Local 39 shall, as a condition of employment, maintain the employee's membership in Local 39 in good standing in accordance with its Bylaws. Local 39 shall indemnify the District in a manner as prescribed in Government Code Section 3502.5(b).

- C. Voluntary Political Action Committee Deductions: The District will deduct \$0.05 for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntarily authorized deduction forms for contributions to the Local 39 Federal Political Action Committee (PAC) fund. It is agreed that these authorized deductions for the Local 39 Federal PAC are not conditions of membership with Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made by the District for VPAC funds withheld on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

#### Article 6: Compensation

- A. Compensation rates for employees covered by this MOU as to regular wages and longevity pay will be in amounts and based on a schedule of wages in effect the pay period in which approved by the Board of Directors and ratified by Union membership, as set forth in Schedule A, incorporated herein and effective as of September 27, 2022. Schedule A, includes a 2% raise per classification per year beginning upon the first full-pay period after ratification and then again on July 1, 2023 and July 1, 2024 respectively.
- B. Pay days will be bi-weekly on Fridays, as was in effect on January 1, 2013.
- C. At such time as any member of the Miscellaneous Bargaining Unit terminates employment from the District by means of layoff or voluntary resignation, the parties will meet and confer over the issue of exit terms, including, but not limited to, severance compensation.

#### Step Raise Eligibility

An employee shall be eligible for step raise upon completion of one (1) year of service as a fulltime, regular employee, or one (1) year after promotion, or after one (1) year following any previous step raise eligibility.

Employees shall be considered eligible for an increase in salary according to the following general plan.

- (1) Upon satisfactory employment evaluation, demonstrating progress, proficiency, productivity and with the approval of the General Manager or designee.
- (2) Following the established progression rate:
  - a. Step A- Probationary Period
  - b. Step B- After one year at Step A
  - c. Step C- After one year at Step B
  - d. Step D- After one year at Step C
  - e. Step E- After one year at Step D

Longevity Pay: Employees shall receive an increase in base pay by five percent (5%) at the start of each of the following years of service: 8, 12, 15, 18, 21, and 25.

Invoice Stipend: Chester Public Utility District shall pay the office administrative classifications a stipend of \$15.00 per invoice generated by out of county operations.

CFAA Compensation: When employees covered by this MOU are directed to report for duty under the California Fire Assistance Agreement ("CFAA"), they will be paid at rates established annually by the CFAA and the District's salary survey, which differ from those rates set forth in Schedule A.

In order to compensate employees for emergency responses to incidents outside of the District, wages set established annually by the CFAA and the District's salary survey will be used for durations of 48-hours or longer, retroactive to time of dispatch. The intent is to provide a differential to compensate for the hardship of being unavailable to family while deployed.

Reopener: This agreement may only be amended by mutual consent to reopen and bargain on specific issues, to improve working conditions, and wages.

#### CLOTHING ALLOWANCE:

Beginning September 27, 2022, Operator Classification Series Employees shall receive up to \$250.00 per year for approved items such as work boots, pants, shirts, etc. and reimbursement will be dependent upon the employee providing a legible receipt or invoice to the District.

The District will purchase and provide Bibs and HiVis items for the employee to use while employed by the District.

Article 7: Compensated and Uncompensated Leave

Vacation: Paid vacation is a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms and “days” shall refer to working days.

- (1) Accrual shall be computed from date of hire.
  - a. During the first through second year of compensated and continuous service, employees shall accrue 80 hours of vacation, (10 days).
  - b. During the third through fourth year of compensated and continuous service, employees shall accrue 96 hours of vacation, (12 days).
  - c. During the fifth through ninth year of compensated and continuous service, employees shall accrue 136 hours of vacation, (17 days).
  - d. During the tenth year of compensated and continuous service, and each year thereafter, employees shall accrue 176 hours of vacation, (22 days).
- (2) The balance of accrued unused vacation leave shall be limited to the number of days equal to two times the current year’s rate of accrual. Any time an employees accrued unused vacation leave reaches the limit; further accrual will cease until the employee takes vacation time off and brings their accrued unused amount below the limit. The General Manager or designee shall allow the employee to “cash in” excess vacation, if the affected employee can demonstrate that they were unable to take vacation time off.
- (3) Vacation leave shall be taken with the prior approval of the General Manager or designee, or appointing authority, vacation shall not be unreasonably denied.

The General Manager or designee shall be responsible for ensuring that employees have the opportunity to take vacation leave each year in order to relieve stress of employment. No employee shall be denied the opportunity to take off each year at least one half of the employee’s yearly vacation accrual. Upon death, retirement, layoff, or upon resignation, an employee or said employee’s estate shall be paid one hundred percent of the value of any accrued, unused vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee’s monthly salary at the effective date of death, retirement, layoff, termination or resignation.

B. Sick Leave: Sick leave is a benefit granted to full-time employees who are probationary or permanent. Sick leave shall in all instances be granted subject to the following terms.

- (1) An employee shall accrue sick leave at the rate of one (“1”) day per month.

- (2) An appointing authority shall approve sick leave only after ascertaining that the absence is due to illness or unfitness for work and a doctor's certification may be required after three (3) days of continuous absence.
  - (3) To receive compensation while absent on sick leave, the employee shall notify their supervisor of their impending absence by telephone as soon as possible, but no later than one (1) hour before the start of their shift.
  - (4) If an employee has used all of their accrued sick leave, they may have the option to use their vacation time.
  - (5) Sick leave shall be charged on a basis of actual hours absent.
  - (6) Employees who have been off duty per physician's orders will be required to furnish a return to work release signed by the physician prior to assuming an active duty role.
  - (7) Employees who are absent from work on approved sick leave shall not engage in any off-duty employment activities.
  - (8) Upon death or retirement, or upon layoff or resignation in good standing after ten (10) years of continuous and compensated service an employee or said employee's estate shall be paid twenty-five (25) percent of any accrued, unused sick leave, the rate shall be thirty-five (35) percent after 15 years and fifty (50) percent after 20 years of service. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of separation or layoff. The employee shall have the option of using their unused sick leave as a service credit for retirement purposes, but not both.
- C. Holidays: Paid holidays are a benefit for full-time probationary and full-time permanent employees. The following holidays are official District recognized holidays.
1. January 1, New Year's Day
  2. The third Monday in January, which is the legal observance of Martin Luther King Jr. Day
  3. The third Monday in February, which is the legal observance of Washington's Birthday
  4. March 31, Cesar Chavez Day
  5. The Friday preceding Easter

6. The last Monday in May, which is the legal observance of Memorial Day
7. July 4, Independence Day
8. The first Monday in September, Labor Day
9. November 11, Veteran's Day
10. The day in November which is the legal observance of Thanksgiving
11. The day in November following Thanksgiving
12. December 24, Christmas Eve; except that when December 24<sup>th</sup> falls on a Saturday or Sunday, the preceding Friday shall be recognized as the Christmas Eve holiday, and when December 24<sup>th</sup> falls on a Friday, the preceding Thursday shall be recognized as the holiday.
13. December 25, Christmas Day; except that when December 25<sup>th</sup> falls on a Sunday, the following Monday shall be recognized as the Christmas Day holiday.
14. Two (2) floating holiday per calendar year, non-accruable. To be taken at a time which is mutually agreeable with the employee and the General Manager or designee. In the event of conflicting request, a rotational method based on seniority will be utilized.
15. Every day appointed by the President of the United States or Governor of California as a special one-time only holiday

When a holiday falls on a Saturday, the holiday shall be observed on Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Starting upon ratification of this MOU and retroactive to January 1, 2022, any employee who is not scheduled to work on a holiday, and therefore does not get that paid day off, shall be given eight (8) hours, per holiday missed, into a Holiday Leave Bank with time off to be scheduled at a mutually agreed upon time between the District and the employee. Any of these hours that are not used in that calendar year, shall be forfeited as of December 31 and shall not be rolled over into the following calendar year, unless otherwise approved by the General Manager. For holiday leave hours accrued in 2022, they shall expire as of December 31, 2023, and shall not roll over into the 2024 calendar year.

- C. Jury Duty: While on jury duty, employees will be paid by the District on the basis of a forty (40) hour work week at their normal rate of pay on the condition that any compensation

(in excess of mileage expenses) received from the Court issuing the jury summons be remitted to the District.

- D. **Military Leave:** Military leave will be granted to applicable employees in accordance with the provisions of State law.
- E. **Bereavement Leave:** Employees covered under this MOU are entitled to take bereavement leave for a death in the employee's family. CPUD employees shall receive up to five (5) paid continuous days off subject to the following conditions:
  - 1. The General Manager, Designee, or Board of Directors was notified on the first day of such absence.
  - 2. The first day of absence is not later than the first month from date of death.
  - 3. Family is defined as: Spouse, Domestic Partner, child, mother, father, brother, sister, grandparents, grandchild including forms of those relationships recognized by law such as "in-law", "step", "foster", and "half".
- F. **Family Illness Leave:** An employee who is away from work for the purpose of caring for an ill family member is entitled to be compensated for such time up to a maximum of one half the sick leave hours allotted to the employee annually. Additional paid time off may be granted, subject to approval of the General Manager, or Designee; however, in such circumstance and at the discretion of the General Manager, or Designee, the employee may be required to produce a doctor's certification of need. Family is defined as listed in Bereavement Leave.
- G. **Family Medical Leave Act:** The District agrees to abide by the terms and conditions of the United States Family Medical Leave Act (FMLA) and associated State of California statute(s), including by those provisions establishing an employee's eligibility to take such leave, notice to the District, and certification by a healthcare provider.
- H. An employee covered by this MOU is entitled to take an unpaid leave of absence at the discretion of the General Manager or designee.

Interpretation and Application Dispute Resolution: All disputes arising out of the interpretation and/or application of the language of this Article, with the exception of those associated with FMLA leave, may be appealed by an employee pursuant to Article 18 ("Grievance and Arbitration").

#### Article 8: Compensated Training Days

Employees are permitted without loss of compensation a maximum of three (3) days per fiscal year on which they may engage in off-site training associated with their occupations as

employees of the District. In order to be compensated for such training days, employees will obtain approval by the General Manager or designee in the same manner as that associated with obtaining approval for payment of costs of training and obtaining/maintaining certifications required by the District, as set forth in Article 15 ("Training and Certification").

#### Article 9: Hours of Work and Overtime

##### Regular workweek:

A workweek is defined to consist of seven (7) consecutive calendar days, 12:00 am Sunday to 11:59 pm Saturday.

Employees covered by this MOU will work Monday through Friday, with Saturday and Sunday off. The normally scheduled start time for office staff is 8:00 am and end time is 4:30 p.m., including an unpaid 30 minute lunch break at or near the middle of the shift. Employees will work a 40 hour week. As of 7/1/2021, Field Operators shall continue working a 4/10 schedule.

##### Overtime:

Overtime compensation at one and one half times the employee's base compensation rate will be paid for all time worked in excess of 40 hours in a work week, inclusive of any paid sick/vacation/comp time leaves used during the work week.

When an employee earns overtime compensation, the employee may choose to be paid at the overtime rate or to accrue compensated time off (CTO), noting the preference on the employee's time sheet, at a maxim accumulation of one-hundred-sixty (160) hours.

As to the Office Manager and Utility Operations Manager classifications, overtime compensation will not apply. In lieu of overtime, the Office Manager will be entitled to eighty (80) hours of Administrative leave per calendar year, accrued on January 1 of each year. Unused Administrative Leave shall expire on December 31 of each year and shall not be subject to any roll-over provisions of the MOU.

##### Call-back:

When an employee is called back to work for any period of time on a scheduled day or time off work other than at time contiguous with the beginning or end of a scheduled workday, the employee shall be paid at the overtime rate for all hours worked, with a two-hour minimum to be paid to the employee. Field Operators shall earn \$4 per hour while on-call.

### Article 10: Group Insurance Benefits

The District shall pay 100% of the cost of the medical/health, dental, and vision premiums for each employee, their significant other and eligible dependent(s) under the current plan, defined as that plan or plans in effect on January 1, 2014.

The District reserves the right to select, change, and administer a plan or plans with any carrier or other method of providing coverage to fund the benefits.

The District shall form an insurance committee to assist in the group insurance selection process and/or discuss potential options for other carriers. The Union shall have the option to have one (1) member assigned to that insurance committee to ensure appropriate coverage levels and a membership voice. Starting after January 1, 2023, the District shall provide thirty (30) calendar days' notice to Local 39 prior to the insurance committee's first meeting. Local 39 shall provide a response to the District as to whether a member shall be assigned to the committee no later than fourteen (14) calendar days after receiving notice from the District.

Should any such arrangement for providing group insurance coverage be modified, the District shall provide written notice to Local 39 of such proposed change not fewer than sixty (60) calendar days prior to the effective date of such change so that Local 39 may evaluate whether there is a bargain-able impact to the change. If Local 39 concludes there is bargain-able impact, including, but not limited to, whether the proposed modification(s) result in provision of the same benefit(s) to employees, Local 39 shall provide written notice of its intention to meet and confer over the modification(s) within ten (10) working days of receipt of such notice from the District. No such modification will be effective prior to sixty (60) calendar days from the date notice of proposed modification(s) is presented to Local 39 by the District.

The District will not be held liable by the Bargaining Unit for any changes in coverage made by the coverage provider. This is deemed out of the District's knowledge or controls. With this knowledge, the District will make every attempt to find equitable coverage to be later agreed upon by the Bargaining Unit and District members alike during a meet and confer within sixty (60) days of first notice.

### Article 11: Retirement

- A. Public Employment Retirement System: (Known hereafter as "PERS " or "CalPERS") The District shall continue to make payments representing the District's share and the employee will pay the employee share to PERS as outlined under PEPR.
- B. Social Security/Medicare: The District agrees to continue participating in the federal Social Security and Medicare programs for all employees covered by this MOU.
- C. Pursuant to the Public Employee Pension Reform Action of 2013 (PEPRA), for employees hired on or after January 1, 2013, who are new members, they shall pay the entire

employee contribution rate of fifty percent (50%) of normal costs, up to the maximum defined by law. The retirement benefit for such new employees will be as defined under PEPR. It is the intent of the parties that the terms set forth herein be consistent with the provisions of PEPR, as it may be amended from time to time, and in the event of any inconsistency, the provisions set forth in PEPR shall prevail.

- D. The District will contribute a matching deposit up to a maximum of one-hundred-fifty dollars (\$150) per month for an employee who contributes to the district's sponsored Internal Revenue Code Section 457 deferred compensation plan.

#### Article 12: Expense Reimbursement

- A. Travel on District Business: Employees covered under this MOU are entitled to reimbursement of reasonable out-of-pocket travel and business expenditures while conducting District business, including mileage for use of a personal vehicle at the Internal Revenue Service rate in effect at the time the vehicle is used. When such travel is foreseeable and requires the outlay of funds for travel other than by personal vehicle (e.g., airlines, bus, or train), lodging reservation(s), and purchase of food while on District business for travel of more than 24 hours or outside the District's geographical boundaries, the employee is entitled to either per diem funds issued prior to travel at the applicable IRS rate(s) or full reimbursement following return from travel after turning in all receipts to substantiate out-of-pocket expenditures. All reimbursements shall be approved by the General Manager or designee.
- B. Other Costs Advanced by Employee: An employee required to purchase goods or services authorized by or on behalf of the District is entitled to full reimbursement of such costs following provision to the District of all receipt(s) substantiating the out-of-pocket expenditure(s). All reimbursements shall be approved by the General Manager or designee.

#### Article 13: Training and Certification

The District will pay approved training costs associated with obtaining and maintaining certifications required by the District, with approval by the General Manager or designee. The District shall limit costs associated with testing required to obtain and maintain certifications to two (2) attempts at any given test/certification. The District General Manager, or designee, may authorize additional tests to be paid for by the District on a case-by-case basis.

##### Educational Incentive/Certification Pay:

The District agrees to pay employees an additional differential of one hundred and fifty dollars (150) each month if they obtain and maintain any of the listed degrees or certifications below:

- Bachelor of Arts/Bachelor of Science

- Certified Administrative Assistant

#### Certified Backflow Tester Differential:

District employees who possess and maintain a Backflow Tester certificate shall receive an educational incentive pay increase of \$1.00 per hour.

### Article 14: Seniority, Layoff, and Reinstatement

The Board of Directors may authorize a reduction in the number of employees as part of any administrative reorganization for more efficiency in CPUD operation, or as part of a program to reduce expenditures due to inadequate revenue.

The District will provide notice to Local 39 of its intention to lay off an employee or employees not fewer than thirty (30) calendar days prior to the effective date of the layoff. Local 39 will have the option, within seven (7) calendar days, or providing notice to the District of its intention to meet and confer with the General Manager, or designee, over the effect(s) of the layoff.

Upon recommendation by the General Manager or designee, the Board of Directors shall order which classifications will be affected. Where there is more than one employee in an affected classification, employees with the least seniority shall be laid-off first. Seniority shall be computed on the basis of one point for each month of full-time continuous service or a pro-rata amount for each month of part-time continuous service.

As soon as reasonably possible, but no less than seven (7) days prior to effective date of layoff as ordered by the Board of Directors, each employee to be laid-off shall receive a written notice of layoff from the General Manager or designee containing an effective date of layoff.

Whenever CPUD determines it is necessary to lay off an employee, CPUD and the Union shall meet in good faith to explore alternatives to laying off employees. An employee who is laid-off shall have the right to be reinstated to his or her former position within one year of the date of layoff, should the General Manager or designee seek to fill the position during that year.

### Article 15: Safety

It is the intention of the District to provide a safe workplace for its employees and the public. To that end, if an employee covered by this MOU determines that an order, assignment, or working condition in which the employee finds her- or himself is, in the opinion of the employee, unsafe, the employee will immediately request an evaluation of the order or condition by the General Manager or designee and not carry out said order or place the employee's person in the unsafe working condition until such time as the General Manager or designee has declared, in writing, the condition or order to be safe. If, thereafter, the employee still believes she or he has been placed in an unsafe working condition or subject to an unsafe order, the employee may file a

grievance pursuant to Article 16 ("Grievance and Arbitration"); however, the District must respond to the grievance within twenty-four (24) hours and, if the dispute is not resolved, convene, along with Local 39, in mediation within not fewer than five (5) business days. If not resolved during mediation, the dispute may proceed to arbitration pursuant to Article 16.

#### Article 16: Grievance and Arbitration

- A. A grievance is defined as a notice from or filed on behalf of an employee covered by this MOU to the District that the District is in violation of some portion, or all, of this MOU. A grievance may also be filed for the purpose of appealing employee discipline meted out by the District against an employee covered by this MOU. A grievance may be filed by either Local 39 on behalf of a covered employee or itself, or it may be filed by a covered employee representing him- or herself. In the case of the latter, if the District and the employee reach a settlement short of binding arbitration, a copy of such proposed settlement shall be provided to Local 39 so that Local 39 can evaluate whether it comports with the provisions of this MOU.

Step 1- Informal Grievance: An informal grievance shall be brought to the attention of the General Manager or Designee not later than thirty (30) calendar days following the date of alleged violation of this MOU by the District or any member thereof. The Grievant and the General Manager or Designee shall then meet to discuss resolution of the dispute. If Local 39 has filed the grievance on behalf of a Grievant or Grievants, the Local 39 Business Representative shall schedule and attend such a meeting. In the latter case, the Grievant or Grievants may choose not to attend. Once the General Manager or Designee has heard the informal grievance, he or she shall have ten (10) business days in which to respond in writing with a decision granting or denying the grievance.

Step 2- Mediation: If the grievance is not settled at Step 1, the Grievant and/or Local 39 will have the option of appealing to State Mediation and Conciliation Services ("SMCS") for mediation of the grievance. Notification to the District must be made within twenty-one (21) calendar days of the General Manager or designees' decision at Step 1. SMCS shall appoint a mediator to schedule and conduct the mediation between the parties. If there is a settlement of the grievance arising out of the deliberations of the Mediation, a copy of such proposed settlement shall be provided to Local 39 so that Local 39 can evaluate whether it comports with the provisions of this MOU. The SMCS mediator shall be empowered to assist the parties in reaching a settlement mutually satisfying to both parties. If the mediation deadlocks, or if its decision is not satisfying to the Grievant and/or Local 39, Local 39 and/or the Grievant may appeal the dispute to binding arbitration.

Step 3-- Binding Arbitration:

- (1) If a grievance is not resolved at Step 2, Step 3 shall be referred to binding arbitration, Local 39 or the Grievant, if the Grievant is not represented by Local 39, shall serve notice of intention to submit the dispute to binding arbitration within twenty-one (21) calendar days of the date of the last date a mediation was convened (Step 2). In the event the District and Local 39 are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons from which the arbitrator will be chosen, The District and Local 39 each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator. The District and Local 39 shall share the cost of the arbitrator and pay the compensation and expenses of their respective appointees and witnesses. At the Union's request, the District shall release from duty to participate in the proceedings those employees necessary to the adjudication process. Appearance at arbitration by such employees will be without loss of compensation to the employees if their appearance takes place during the regular business hours of the District.
- (2) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the District, Local 39, and the Grievant(s), provided, however, that such decision shall not in any way add to, disregard, or modify any of the provisions of this MOU. The arbitrator shall retain jurisdiction over its award, if any, until such time as the award is satisfied.

#### Article 17: Employee Discipline

- A. Just Cause: An employee covered under this MOU may be disciplined for just cause based on the District's having established the employee violated a District rule, regulation, or law. Such discipline may take the form of a written reprimand, suspension from work without pay, pay reduction, demotion, or dismissal.

Causes for Disciplinary Action: An employee may be disciplined for any good cause including the following which are indicative rather than all-inclusive:

- (1) Absence without leave, or abuse of authorized leave.
- (2) Incompetence, neglect of duty, or inefficiency.
- (3) Insubordination, or violation of any lawful or reasonable order given by a supervisor.
- (4) Working under the influence of alcohol or drugs.
- (5) Intentional, material misrepresentation or concealment of any fact in connection with obtaining employment.
- (6) Misappropriation of CPUD funds or property.
- (7) Dishonesty or theft.

- (8) Conviction of any criminal act involving moral turpitude.
  - (9) Inappropriate use of profanity.
  - (10) Sexual Harassment.
  - (11) Bullying.
- B. Notification: An employee against whom the District seeks to bring a disciplinary action will be issued a Notice of Adverse Action stating the causes therefor, which Notice is to include all documentation the District is using to substantiate the reason for the proposed disciplinary action.
- C. Skelly and Subsequent Appeals: An employee who has received a Notice of Adverse Action will have 14 (fourteen) calendar days in which to request an appeal with the General Manager or Designee pursuant to the case of Skelly State Personnel Board. The General Manager or Designee will issue a notice of findings following the Skelly appeal within 14 (fourteen) calendar days. Following the Skelly process, an employee dissatisfied with the finding of the General Manager or Designee may appeal the proposed discipline pursuant to Article 16 ("Grievance and Arbitration"). The employee also has the right to waive a Skelly appeal and proceed directly to Mediation pursuant to Article 16 ("Grievance and Arbitration"). For purposes of Article 16, the Skelly appeal will be considered the first step, unless the Skelly appeal is waived.
- D. Investigation: Prior to commencing an investigation of a District employee based on the belief that a District rule or regulation, or law, may have been violated by the employee, the District will provide written notice to such employee that it has commenced an investigation therefor. Such notice will include an admonition to the employee that he or she is entitled to representation during such investigation by either the employee's Local 39 Business Representative or a representative of the employee's choosing. In any case, all rights and guarantees to be afforded an employee under the State of California Peace Officer Bill of Rights and Firefighter Bill of Rights shall be recognized and complied with.

#### Article 18: Catastrophic Leave

##### Employee Donation of Personal Time Off (PTO) Leave Policy and Procedure

1. The donation of PTO leave (Sick, Compensatory Time Off, Vacation or Holiday) is strictly voluntary and is irrevocable.
2. An employee may donate PTO leave to a pool for use by eligible recipients. Any unused PTO leave so donated will revert to the donor pool and will not be returned to the donating employee.
3. The donation of PTO leave is on an hour-by-hour basis, without regard to the dollar value of the donated or used leave.

4. The minimum number of PTO leave hours that a benefits-eligible employee may donate is 8 hours. All donations will be in increments of whole hours.
5. The maximum number of PTO leave hours a benefits-eligible employee may donate in one calendar year is (80) hours.
6. No employee may donate PTO leave if, after that donation, his or her balance of PTO leave is less than (80) hours.

#### Recipient Eligibility

1. Employees may utilize donated leave when they have exhausted all available accrued PTO leave.
2. The employee or an immediate family member must provide certification from a licensed physician of a serious medical condition; or be in quarantine due to exposure to contagious disease.

#### Conditions or Circumstances That Do Not Qualify for Receipt of Donated Leave

Employees may not receive donated leave in the following circumstances:

1. Any occupationally related accident or illness or illness which is compensable under Workers Compensation benefits;
2. Disability incurred in the course of the commission of a felony (including driving while impaired) or assault; or
3. Disability related to an uncomplicated pregnancy/delivery; or
4. During the period of any disciplinary suspension; or
5. While receiving disability insurance/Social Security Income (SSI) benefits; or
6. After termination of employment.

#### Article 19: Savings Provision

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

#### Article 20: Complete Agreement

Except as specifically provided in Article 21 ("Term"), during the term of this Memorandum of Understanding, the District and Local 39 expressly waive and relinquish the right to meet and confer on those issues falling within the scope of representation. Local 39 and the District agree that neither party shall be obligated to meet and confer with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District and Local 39 at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. The foregoing does not prohibit a mutual waiver by both parties should they agree to meet and confer on any subject during the term of this Memorandum of Understanding.

#### Article 21: Term

Unless otherwise specifically provided for herein, all terms, conditions, and provisions of this Memorandum of Understanding (MOU) are effective the first full pay period following approval by Local 39 membership at the District and by the District Board of Directors, or September 27, 2022, whichever is earlier, and expire on June 30, 2025. This MOU supersedes and replaces all previous Resolutions and Ordinances of the Board of Directors that are in conflict with the MOU. This MOU shall be renewed automatically from year to year after the original term unless either party shall give to the other party written notice of its desire to modify or bargain a successor to this MOU in which case the terms, conditions, and provisions of this MOU shall continue in full force and effect until such time as modifications or amendments are ratified by the District's membership and approved by the Board of Directors. Written notice shall be given to the other party ninety (90) days or more preceding the scheduled expiration date of this MOU, as shown herein, unless otherwise agreed between the District and Local.

Signatures on following page.

For District:

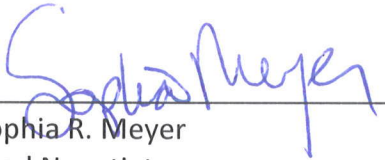
For Local 39:

 10/25/22  
\_\_\_\_\_  
Steve Voboril, Chair  
Board of Directors Date

  
\_\_\_\_\_  
Jeff Gladieux  
President Date

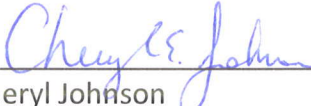
 10/24/22  
\_\_\_\_\_  
Adam Cox,  
General Manager Date

 11/14/22  
\_\_\_\_\_  
Bart Florence  
Business Manager Date

 10/31/2022  
\_\_\_\_\_  
Sophia R. Meyer  
Lead Negotiator Date

 11/14/2022  
\_\_\_\_\_  
Brandy Johnson  
Director of Public Employees Date

 10/13/22  
\_\_\_\_\_  
Garrett Dickinson  
Business Representative Date

 10-27-2022  
\_\_\_\_\_  
Cheryl Johnson  
Bargaining Team Member Date

 10-27-2022  
\_\_\_\_\_  
Allan Homme  
Bargaining Team Member Date

# Attachment A

## Salary Schedule

**FY 2022/2023**

| Position Title                     | Hourly Range by Step |       |       |       |       |
|------------------------------------|----------------------|-------|-------|-------|-------|
|                                    | A                    | B     | C     | D     | E     |
| Utility Operations Manager         | 30.00                | 31.50 | 33.08 | 34.73 | 36.47 |
| Field Supervisor                   | 23.67                | 24.85 | 26.09 | 27.40 | 28.77 |
| Operator II                        | 21.47                | 22.54 | 23.67 | 24.85 | 26.09 |
| Operator I                         | 19.47                | 20.45 | 21.47 | 22.54 | 23.67 |
| Operator in Training               | 17.66                | 18.55 | 19.47 | 20.45 | 21.47 |
| Maintenance/Meter Reader: Fulltime | 16.02                | 16.82 | 17.66 | 18.55 | 19.47 |
| Maintenance/Meter Reader: Seasonal | 16.02                | 16.82 | 17.66 | 18.55 | 19.47 |
| Office Manager                     | 30.00                | 31.50 | 33.08 | 34.73 | 36.47 |
| Billing Specialist                 | 20.06                | 21.1  | 22.11 | 23.22 | 24.38 |
| District Secretary                 | 16.02                | 16.82 | 17.66 | 18.55 | 19.47 |

**FY 2023/2024**

| Position Title                     | Hourly Range by Step 23-24 |       |       |       |       |
|------------------------------------|----------------------------|-------|-------|-------|-------|
|                                    | A                          | B     | C     | D     | E     |
| Utility Operations Manager         | 30.60                      | 32.13 | 33.74 | 35.42 | 37.19 |
| Field Supervisor                   | 24.14                      | 25.35 | 26.62 | 27.95 | 29.35 |
| Operator II                        | 21.90                      | 22.99 | 24.14 | 25.35 | 26.62 |
| Operator I                         | 19.86                      | 20.85 | 21.90 | 22.99 | 24.14 |
| Operator in Training               | 18.02                      | 18.92 | 19.86 | 20.85 | 21.90 |
| Maintenance/Meter Reader: Fulltime | 16.34                      | 17.16 | 18.02 | 18.92 | 19.86 |
| Maintenance/Meter Reader: Seasonal | 16.34                      | 17.16 | 18.02 | 18.92 | 19.86 |
| Office Manager                     | 30.60                      | 32.13 | 33.74 | 35.42 | 37.19 |
| Billing Specialist                 | 20.46                      | 21.5  | 22.55 | 23.68 | 24.87 |
| District Secretary                 | 16.34                      | 17.16 | 18.02 | 18.92 | 19.86 |

**FY 2024/2025**

| Position Title                     | Hourly Range by Step 24-25 |       |       |       |       |
|------------------------------------|----------------------------|-------|-------|-------|-------|
|                                    | A                          | B     | C     | D     | E     |
| Utility Operations Manager         | 31.21                      | 32.77 | 34.41 | 36.13 | 37.94 |
| Field Supervisor                   | 24.63                      | 25.86 | 27.15 | 28.51 | 29.93 |
| Operator II                        | 22.34                      | 23.45 | 24.63 | 25.86 | 27.15 |
| Operator I                         | 20.26                      | 21.27 | 22.34 | 23.45 | 24.63 |
| Operator in Training               | 18.38                      | 19.29 | 20.26 | 21.27 | 22.34 |
| Maintenance/Meter Reader: Fulltime | 16.67                      | 17.50 | 18.38 | 19.29 | 20.26 |
| Maintenance/Meter Reader: Seasonal | 16.67                      | 17.50 | 18.38 | 19.29 | 20.26 |
| Office Manager                     | 31.21                      | 32.77 | 34.41 | 36.13 | 37.94 |
| Billing Specialist                 | 20.87                      | 21.9  | 23.01 | 24.16 | 25.36 |
| District Secretary                 | 16.67                      | 17.50 | 18.38 | 19.29 | 20.26 |

~End of Attachment "A" ~

# Attachment B

## Classifications

The following classifications are covered under this MOU:

### Administration Series:

- Billing Specialist
- District Secretary
- Office Manager

### Operator Series:

- Maintenance Worker / Meter Reader
- Operator in Training
- Operator I / II
- Field Supervisor
- Utility Operations Manager

~ End of Attachment "B" ~