



LOCAL 39 STATIONARY
ENGINEERS
International Union of Operating Engineers

MEMORANDUM OF UNDERSTANDING

BETWEEN

PLACER COUNTY WATER AGENCY

AND

IUOE, STATIONARY ENGINEERS, LOCAL 39

REPRESENTING WATER SYSTEMS EMPLOYEES

JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

TABLE OF CONTENTS

<i>Article</i>	<i>Page Number</i>
Section 1 - Administrative	1
1 Preamble	1
2 Recognition	1
3 Implementation	1
4 Effective and Termination Dates	1
5 Union Rights	2
6 Management Rights	4
Section 2 – Work Week Scheduling	6
7 Work Week and Breaks	6
8 Modified and Alternative Work Schedules	6
Section 3 – Compensation	7
9 Compensation	7
10 Shift Differential	9
11 Overtime	9
12 Call Back Pay	10
13 Rest Period	12
14 Stand-By Pay	12
15 Out-of-Class Pay	13
16 Promotion or Reclass Pay	13
17 Longevity Pay	14
Section 4 – Benefits	15
18 Health Benefits	15
19 Retirement	16
20 Retiree Health Insurance	18
21 State Disability Insurance (SDI)	19
22 Light Duty	19
23 Workers' Compensation	19
Section 5 – Leaves	21
24 Holidays/Holiday Pay	21
25 Vacation Leave	23
26 Sick Leave	24
27 Catastrophic Leave Donation	27
Section 6 – Reimbursements	29
28 Uniforms	29
29 Meal Allowances	30
30 Costs of Job-Required Certificates and Licenses	31
31 Travel	32
32 Mileage	32

Section 7 – Conditions of Employment 33

33	Personnel Rules Administration	33
34	Work Assignments	33
35	Job Descriptions	33
36	Filling of Vacant Positions	33
37	Performance Evaluation Review	34
38	Training	34
39	Safety Committee	34
40	Standards of Conduct and Disciplinary Action	34
41	Employee Grievance Procedure	37
42	Job Abolishment/Lay Off	40
43	Employment Status – Re-Definition	41
44	Employee Service Credit	42

Section 8 – Miscellaneous 43

45	Cash Awards Program	43
46	Exemplary Performance Award Committee	43
47	Entire Agreement	44

*Appendix**Page Number*

A	Water Systems Unit Classification Listing	45
B	Exemplary Performance Award	46

SECTION 1 - ADMINISTRATIVE

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the Agreement, was entered into by and between the Placer County Water Agency, hereinafter referred to as the Agency, and the IUOE, Stationary Engineers, Local 39, AFL-CIO, hereinafter referred to as the Union. Both parties conducted an equitable and peaceful procedure for the resolution of differences to establish the following rates of pay, hours of work, and other conditions of employment for employees of the Water Systems Bargaining Unit.

ARTICLE 2 - RECOGNITION

The Agency hereby recognizes the Union as the exclusive representative for all employees in the Water Systems Bargaining Unit, as defined in Appendix A of this agreement, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 3 - IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the Agency Board that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, fringe benefits, and other terms and conditions of employment for the employees represented by Local 39 Stationary Engineers. It is expressly intended that the duties, responsibilities, and functions of the Agency in the operation of its mission shall in no manner be impaired, subordinated, or negated by any provisions of this agreement.

ARTICLE 4 - EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective January 1, 2016, and will continue in effect through December 31, 2020, with respect to all employees covered by this agreement. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 5 - UNION RIGHTS

The Union shall have the following rights:

A. Union Access

The Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union and shall bear the date of posting. A copy shall be provided to the Human Resources Manager.

C. Use of Facilities

The Human Resources Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of Agency facilities shall be unreasonably denied.

D. Time off for Meetings

Employees shall be given release time for organized meetings with Unit members.

E. List of Stewards

The Union shall furnish the Human Resources Manager upon change, or as needed, a list of all stewards for the Union. The Agency agrees to grant authorized officials and representatives access to designated Agency property to transact official Union business as provided for in this Article.

F. Agency Shop/Fair Share Fee

The Union owes the same responsibilities to all employees in the represented Unit and has a duty to provide fair and equal 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.

G. Union Dues, Initiation, and Agency Fees

The Employer will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues or Agency fees based upon a uniform dues schedule from the pay of each employee.

Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the Water Systems Bargaining Unit represented by the Union shall, as a condition of employment, authorize payroll deductions beginning the first pay period of the month of employment or assignment to the Water Systems Bargaining Unit for the payment of dues owing from one of the following:

- a. Become a member of the Union and pay dues; or
- b. Pay to the Union a fair share fee.

The Union shall defend, indemnify, and hold the Agency harmless against any and all claims, demands, expenses, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of action taken by the Agency under this article.

H. New Hire Orientation

The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

I. Federal PAC Contributions

The Agency will deduct \$ _____ (as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the Agency 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 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, shall be remitted to 1620 North Market Blvd., Sacramento, CA 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so

that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the Agency for the costs of such administration.

J. Maintenance in Membership

The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within 30 calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not relieve an employee from the Agency Shop provisions.

ARTICLE 6 - MANAGEMENT RIGHTS

The rights of the Agency and its designated management representatives include, but are not limited to:

1. Except as otherwise provided by this MOU, the Agency reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including, but not limited to, the right to determine the number, location, and type of work forces, facilities, operations, and the methods, processes, and equipment to be employed; the scope of services to be performed, along with the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and sub-contract existing and future work; except where such contracts for service would be for the sole purpose of workforce reductions; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this MOU; to transfer work from or to, either in whole or in part, any of the Agency's work forces or facilities and locations; to determine the number, type, and classification of positions or employees assigned to a program or project unit; to establish and change work schedules, assignments, and facilities locations; to hire, transfer, promote, and demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge, or discipline employees; to alter, discontinue, or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient, and economical operation of the Agency; to take all necessary actions to carry out its mission in emergencies as may be determined by the General Manager or designee; to exercise complete control and discretion over its organization and the technology of performing its work; and to make, amend, publish, and enforce rules and regulations.
2. The Board of Directors of the Agency has the sole authority to determine the mission of the Agency and the amount of the budget to be adopted thereto. No provision herein is intended to restrict consultation or meeting and conferring with employee

organizations regarding matters within the right of the Agency to determine, nor to restrict grievances arising from the practical consequences of determinations made by the Agency. No provision herein is intended, nor shall it be construed to modify, the duties or authorities vested by law in the Agency, its Board, or its General Manager.

SECTION 2 – WORK WEEK SCHEDULING

ARTICLE 7 - WORK WEEK AND BREAKS

A. Work Week

The official work week shall begin at 5:01 p.m. on Friday and end at 5:00 p.m. on the following Friday except for those employees working a mutually agreed upon alternative work schedule (e.g., 9/80 schedule, 4/10 schedule). A work day for purposes of holiday pay and floating holiday pay accruals shall be defined as an eight- (8) hour work day, regardless of an employee's work schedule (i.e., 9/80 schedule, 4/10 schedule, or a traditional 5-8 schedule). The work week for employees on a mutually agreed upon alternative work schedule shall be modified, as necessary, in order to remain in compliance with Federal and State labor regulations regarding work hours and overtime. Except as otherwise provided, an employee who occupies a regular full-time position shall work 40 hours in each work week.

B. Breaks

Each employee shall be entitled to take one (1) 15-minute break for each four (4) hours of work performed in a work day. If an employee fails to take a break to which he/she is entitled, the break is waived by the employee.

ARTICLE 8 - MODIFIED AND ALTERNATIVE WORK SCHEDULES

It is agreed that modified and alternative work schedules may be established with the prior approval of both management and the employee(s) affected. Such schedules may include, but need not necessarily be limited to, work weeks consisting of four (4) 10-hour days or other alternative schedules.

The parties will meet and confer if any change in shifts is proposed.

SECTION 3 – COMPENSATION

ARTICLE 9 - COMPENSATION

A. Cost of Living Adjustments (COLAs)

1. Effective the first full pay period of January 2016, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2014, through November 30, 2015. In no event shall the COLA be less than 1.5% or greater than 6.0%.
2. Effective the first full pay period of January 2017, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2015, through November 30, 2016. In no event shall the COLA be less than 1.5% or greater than 6.0%.
3. Effective the first full pay period of January 2018, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2016, through November 30, 2017. In no event shall the COLA be less than 2.0% or greater than 6.0%.
4. Effective the first full pay period of January 2019, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2017, through November 30, 2018. In no event shall the COLA be less than 2.0% or greater than 6.0%.
5. Effective the first full pay period of January 2020, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2018, through November 30, 2019. In no event shall the COLA be less than 2.0% or greater than 6.0%.

In addition, the Agency shall conduct a salary survey with its agencies of comparison for classifications included in the Water Systems unit during the first six (6) months of calendar year 2020. The median salary for the agencies of comparison (based upon top step in the salary range for comparable classes) shall be used for salary comparison purposes. Internal salary relationships for classifications for which market salary survey data is unavailable shall be preserved. Implementation of salary adjustments, if warranted, shall be completed by October 1, 2020. For purposes of the survey, the agencies of comparison shall be:

- City of Folsom
- City of Rocklin
- City of Roseville
- El Dorado Irrigation District
- Nevada Irrigation District
- Placer County
- San Juan Water District

B. Certification Pay

Compensation, in the form of a premium calculated as a percentage of the employee's regular hourly rate of pay, for obtaining specified desirable professional certifications above and beyond those required as minimum qualifications for the classifications listed below shall be provided in accordance with the following schedule:

CLASSIFICATION	CERTIFICATION	PREMIUM
Canal Operator I/II	California Qualified Applicator Certificate	2.5%
Field Maintenance Supervisor	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Worker, Treated Water Maintenance	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Maintenance Worker I/II	California Class A Driver's License	2.5%
Service Worker	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Distribution Operator II	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Treatment Plant Operator	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 5	2.5%
Treatment Plant Operator	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 5	2.5%
Water Quality Specialist	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 3	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
Water Quality Supervisor	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Water Efficiency Specialist	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 2	2.5%
Water Efficiency Specialist I	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 1 or 2	2.5% *
Water Efficiency Specialist II	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 2	2.5%

* A premium of 2.5% is provided for either a Grade 1 or Grade 2 certificate. An employee shall not receive a 2.5% premium for both the Grade 1 and the Grade 2. An employee who obtains a Grade 1 certificate at the Water Efficiency Specialist I level shall not continue receiving the 2.5% premium if he/she progresses to the Water Efficiency Specialist II level.

In no event shall an employee earn more than 5% in premium pay for obtaining specified desirable professional certifications as identified within this MOU.

The Agency shall pay for the fees associated with obtaining and maintaining the certifications identified herein. Such reimbursement or payment shall be made only for certifications obtained and maintained while the employee is employed by the Agency and shall include only the costs associated with the employee's first attempt to secure the certification. Any employee seeking desirable certification who is unsuccessful in the testing or certification process during his/her first attempt shall be responsible for the costs of any subsequent certification efforts in which he/she may participate. The Agency shall account for its costs associated with desirable certifications identified herein as part of its training budget.

ARTICLE 10 - SHIFT DIFFERENTIAL

An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime.

ARTICLE 11 - OVERTIME

A. Overtime Defined

Overtime is defined as work performed by an employee in a regular full-time position in excess of 40 hours of actual work in a work week, or in excess of eight (8) hours in a work day for employees working a 5-8 schedule; nine (9) hours in a work day for employees working a 9/80 schedule; and 10 hours in a work day for employees working a 4/10 schedule. Paid time off for vacation, holidays, sick leave, CTO, as well as that part of an eight- (8) hour rest period which falls within an employee's regularly scheduled work day shall be considered actual hours worked. All overtime must be authorized in advance by the employee's Department Manager or designee.

B. Computation of Overtime

Overtime earned may be paid in wages or taken in the form of CTO at the option of the employee. Overtime, whether paid as wages or taken in the form of CTO, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. No employee shall have more than 80 hours of accumulated CTO on the books at any time. CTO in excess of the 80-hour limit will be paid as wages. CTO may be taken at any time with the prior approval of the employee's Department Manager or designee. If the use of

CTO is denied, the employee may request payment as wages in lieu of the denied CTO. CTO may be used through December 31st. Any accrued CTO in excess of 40 hours as of the end of the calendar year will be paid to the employee as wages on the paycheck for the second pay period in the new calendar year.

C. Employee Held Over after Conclusion of Regular Work Shift

When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1-1/2) for hours worked in excess of his/her regular work shift. After 16 hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time and one-half (2-1/2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

D. Employee Scheduled in Advance to Report Prior to Start of Regular Shift

1. An employee who has had an uninterrupted rest period of eight (8) hours between shifts and is scheduled in advance to report to work prior to the start of his/her regular work shift shall be paid at the rate of time and one-half (1-1/2) for hours worked before the regular work shift commences.

EXAMPLE: An employee's regular work shift begins at 7:00 a.m. and concludes at 3:30 p.m. The employee is scheduled in advance to report to work at 5:00 a.m. The employee will be paid at the overtime rate of time and one-half (1-1/2) for the two (2) hour period of 5:00 a.m. to 7:00 a.m.

2. An employee who is scheduled in advance to report to work prior to the start of his/her regular work shift shall receive straight time pay for his/her regular work shift (e.g., hours worked between 7:00 a.m. to 3:30 p.m.).

ARTICLE 12 - CALL BACK PAY

A. Call Back Defined

After completing his/her normal work shift and leaving the workstation, an employee who responds to an authorized order to return to work to perform emergency or non-scheduled work shall be entitled to overtime. The minimum number of overtime hours to which the employee is entitled shall be two (2) hours at the rate of time and one-half (1-1/2). Commuting time up to a maximum of one (1) hour shall be counted as time worked when the employee is called back.

B. Telephone Calls

Cumulative time spent on the telephone in excess of 15 minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work. This section is not applicable to those employees who are on stand-by.

C. Call Back within Eight (8) Hours of Conclusion of Regular Work Shift

When an employee is called back within eight hours after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1-1/2) for hours worked in excess of his/her regular work shift. After 16 hours have elapsed from the start of the employee's regular work shift, an employee who is called back shall be paid at the rate of double time and one-half (2-1/2) until the employee is released from work for an uninterrupted rest period of eight hours.

D. Call Back after Eight (8) Hours Have Elapsed from Conclusion of Regular Work Shift

1. When an employee is called back after eight hours or more have elapsed from the conclusion of the employee's regular work shift but prior to the commencement of his/her next regular work shift, the employee shall be paid at the rate of time and one-half (1-1/2) until the beginning of the employee's next regular work shift, at which time the employee will receive the regular rate of pay until the end of that work shift.

EXAMPLE: An employee works his normal work shift from 7:00 a.m. to 3:30 p.m. The employee is called back to work at midnight and works three (3) hours. The employee is compensated at the rate of time and one-half (1-1/2) for those three (3) hours. The employee is then paid at his/her regular rate of pay for his normal work shift which begins at 7:00 a.m.

2. After 16 hours have elapsed from the commencement of the employee's call back start time, the employee shall be paid at the rate of double time and one-half (2-1/2) for hours worked outside of the employee's regular work shift until the employee is released from work for an uninterrupted rest period of eight (8) hours.

EXAMPLE 1: An employee works his/her regular work schedule of 7:00 a.m. to 3:30 p.m. Monday through Friday. The employee is called back to work at 7:30 a.m. on Saturday and works until 1:30 a.m. Sunday. The employee is compensated at the rate of time and one-half (1-1/2) for the hours 7:30 a.m. to 11:30 p.m. (16 hours) and double time and one-half (2-1/2) for the hours 11:30 p.m. to 1:30 a.m. (2 hours).

EXAMPLE 2: An employee works his/her regular work shift of 7:00 a.m. to 3:30 p.m. on Tuesday. The employee is called back to work at midnight and works until 5:00 p.m. on Wednesday. The employee is compensated at the rate of time and one-half (1-1/2) for the hours midnight to 7:00 a.m. (7 hours). The employee is compensated at his/her regular rate of pay for his normal work shift of 7:00 a.m. to 3:30 p.m. (8 hours). The employee is compensated at the rate of time and one-half (1-1/2) for the time period 3:30 p.m. to 4:00 p.m. (30 minutes) and double time and one-half (2-1/2) for the time period 4:00 p.m. to 5:00 p.m. (1 hour). The employee receives double time and one-half (2-1/2) for the final hour because 16 hours have elapsed from the commencement of the employee's call back start time.

ARTICLE 13 - REST PERIOD

1. An employee is entitled to an uninterrupted rest period of eight (8) hours immediately prior to the start of his/her work shift, unless "call back" occurs within four (4) hours of the start of the employee's regular work shift. If, as a result of working overtime, the employee's eight- (8) hour rest period extends into his/her next regular work shift, the employee shall receive straight-time pay for those rest period hours which extend into his/her work shift, provided the employee reports to work at the end of the eight- (8) hour rest period.
2. If, at the conclusion of the employee's rest period, the number of hours remaining on his/her regular work shift amount to four (4) or less, the employee, with the approval from his/her supervisor, may use accrued vacation or compensatory time off (CTO) to account for the time between the end of the rest period and the end of his/her regular work shift.

ARTICLE 14 - STAND-BY PAY

When the Agency places an employee on stand-by duty, the employee is required:

1. To be ready to respond immediately to calls for service;
2. To be reachable by telephone/pager;
3. To be available to utilize any appropriate type of electronic or computerized means of response, including SCADA, smartphones, and mobile computers;
4. To remain within a reasonable distance of the work location; and
5. To refrain from activities that might impair his/her ability to perform assigned duties.

Employees shall be compensated for stand-by duty at the rate of \$65.00 per day for all days other than weekends and holidays and at the rate of \$80.00 for weekends and holidays, for 24 hours of stand-by duty, or any portion thereof. Such pay shall be paid in the pay period earned. In addition, if an employee on stand-by duty is called to duty, he or she shall be paid at the overtime rate for a two- (2) hour minimum or the time actually worked, whichever is greater.

ARTICLE 15 - OUT-OF-CLASS PAY

On occasion, due to operational necessity, an employee may be required to perform a majority of essential duties of another classification with a higher salary range. In such cases, payment for out-of-class work shall be 5% above the regular base pay of the employee for all hours worked in the higher classification. Such pay shall be a minimum of the "A" step of the higher classification and no more than the maximum of the highest step of the higher classification. If the 5% increase falls between steps, the next higher step is used.

Eligibility for out-of-class pay will be subject to the following conditions:

1. The assignment to work in the higher classification must be made in advance by the Department Manager and approved by the Director of Administrative Services.
2. Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher level position. Consideration shall be given to the employee's ability and qualifications to perform at a higher level and whether the lower level position is in direct line and job scope of the higher class.

An employee will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least five (5) consecutive work days.

Out-of-class assignments shall not be used to circumvent the hiring process.

ARTICLE 16 - PROMOTION OR RECLASS PAY

Applicable Pay Rates following Promotion or Reclassification

1. If an employee is promoted or reclassified to a position in a class with a higher pay range, such employee shall be entitled to receive the rate of compensation in "Step A", the entrance step of the class to which he/she has been promoted.
2. If the pay ranges overlap, promotion or reclassification shall be effected to the next higher salary in the range of the new class which will provide for an increase of not

less than 5%. In no event shall the new salary be higher than the maximum of the salary range of the class to which the employee is promoted or reclassified.

ARTICLE 17 - LONGEVITY PAY

Employees with continuous service, including temporary, part-time, and/or full-time service, totaling 10 years shall receive a salary increase of 2.5% over and above their regular hourly rate. Employees with such continuous service totaling the equivalent of 15 years shall receive an additional salary increase of 2.5% over and above their regular hourly rate and the 2.5% longevity pay granted for their service over 10 years.

SECTION 4 – BENEFITS

ARTICLE 18 - HEALTH BENEFITS

A. Health Insurance

The Agency shall continue membership in the CalPERS Health Insurance program. Effective January 1, 2016, the monthly Agency contribution is as follows:

\$ 900.73 per month for Employee Only
\$1,362.00 per month for Employee Plus One
\$1,770.00 per month for Employee Plus Family

Effective January 1, 2017, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMOs for employee plus one and employee plus family and will pay the BlueShield Net Value rate for employee only.

Employees shall be responsible for any amounts over and above these amounts.

B. Dental and Vision Insurance

The Agency shall continue dental and vision plans that permit dependent coverage. The Agency shall continue to pay the premium for dental and vision coverage for the employee only. Dependent coverage shall be paid by the employee.

C. Life and Accidental Death and Dismemberment (AD&D) Insurance

The Agency will pay 100% of the premium cost for Term Life Insurance and AD&D coverage. The death benefit will be equal to twice the employee's annual salary (excluding overtime) up to age 65.

D. Long-Term Disability Insurance

The Agency will continue to provide a long-term disability insurance plan for all employees in the bargaining unit. The cost for this benefit shall be borne by the Agency.

E. Employee Assistance Program

The Agency will continue to provide an Employee Assistance Program (EAP) for employees. The Agency reserves the right to select the provider and the benefit coverage levels.

F. 125/Flexible Spending Plan

Premium costs for eligible group insurance plans will be processed through the 125 Plan (flexible spending plan) with the Agency paying the administrative fee for the insurance premium account. All deductions will be made on a biweekly basis (24 deductions in a year).

G. Medical Opt Out

The Agency provides a “medical opt out” option wherein if an employee is eligible for medical benefits and demonstrates in writing medical coverage from another source, the Agency will provide a monthly stipend to the employee, as noted below. This amount shall be paid in two (2) installments each month (24 payments in a year) in the employee’s regular payroll checks. The monthly stipend is considered taxable income.

Monthly Stipend Amounts:

For Calendar Years 2016 and 2017	\$250 per month
For Calendar Year 2018 and forward	\$300 per month

H. Affordable Health Care Act – Medical Re-Opener

1. The parties recognize that during the term of this agreement, it may be necessary to make changes to this Article, Health Benefits, specifically: coverage tiers, plan offerings, and changes required by law. When it becomes necessary to make a one-time change to this Article due to the Affordable Health Care Act, the parties agree to meet in good faith pursuant to Government Code 3500 et seq. Current health care benefits and coverages shall remain intact until such time the meet and confer is necessary, where the current health care benefits and coverages shall be maintained to the extent possible.
2. Any agreement resulting from such negotiations shall become an addendum to this agreement.
3. Any changes resulting from this section will only be implemented if such change is applied to all employees within the Agency.

ARTICLE 19 - RETIREMENT

For Classic Members of the California Public Employees Retirement System (CalPERS): It is the Union and Agency's intent after the course of the next five (5) years, employees pay 100% of the employee share of the retirement contribution to CalPERS for the 2.7% @ 55 Plan with the single highest year option.

1. Effective the first full pay period in January 2016, the Agency will pay 100% of the employer share and 6.5% of the 8% employee share of the retirement contribution to CalPERS for the 2.7% @ 55 Plan with the single highest year option. Employees will pay the remaining 1.5% of the employee share. In addition, the Agency will contract with CalPERS through a Resolution to recognize the Agency-paid portion of the employees' share (EPMC - Employer Paid Member Contribution) as compensation pursuant to Section 20636(c)(4) of the Government Code. In exchange for the employees' contribution toward the employee share of CalPERS retirement costs, the Agency agrees to increase employee salary ranges an additional 1.5% effective the first full pay period in January 2016.
2. Effective the first full pay period in January 2017, the Agency will pay 100% of the employer share and 5.0% of the 8% employee share of the retirement contribution to CalPERS for the 2.7% @ 55 Plan with the single highest year option. Employees will pay the remaining 3.0% of the employee share. In addition, the Agency will contract with CalPERS through a Resolution to recognize the Agency-paid portion of the employees' share (EPMC - Employer Paid Member Contribution) as compensation pursuant to Section 20636(c)(4) of the Government Code. In exchange for the employees' increased contribution toward the employee share of CalPERS retirement costs, the Agency agrees to increase employee salary ranges an additional 1.5% effective the first full pay period in January 2017.
3. Effective the first full pay period in January 2018, the Agency will pay 100% of the employer share and 3.5% of the 8% employee share of the retirement contribution to CalPERS for the 2.7% @ 55 Plan with the single highest year option. Employees will pay the remaining 4.5% of the employee share. In addition, the Agency will contract with CalPERS through a Resolution to recognize the Agency-paid portion of the employees' share (EPMC - Employer Paid Member Contribution) as compensation pursuant to Section 20636(c)(4) of the Government Code. In exchange for the employees' increased contribution toward the employee share of CalPERS retirement costs, the Agency agrees to increase employee salary ranges an additional 1.5% effective the first full pay period in January 2018.
4. Effective the first full pay period in January 2019, the Agency will pay 100% of the employer share and 2.0% of the 8% employee share of the retirement contribution to CalPERS for the 2.7% @ 55 Plan with the single highest year option. Employees will pay the remaining 6.0% of the employee share. In addition, the Agency will contract with CalPERS through a Resolution to recognize the Agency-paid portion of the employees' share (EPMC - Employer Paid Member Contribution) as compensation pursuant to Section 20636(c)(4) of the Government Code. In exchange for the employees' increased contribution toward the employee share of CalPERS retirement costs, the Agency agrees to increase employee salary ranges an additional 1.5% effective the first full pay period in January 2019.

- Effective the first full pay period in January 2020, the Agency will pay 100% of the employer share of the retirement contribution to CalPERS for the 2.7% @ 55 Plan with the single highest year option. Employees will pay the full 8% employee share. In addition, the Agency will contract with CalPERS through a Resolution to recognize the Agency-paid portion of the employees' share (EPMC - Employer Paid Member Contribution) as compensation pursuant to Section 20636(c)(4) of the Government Code. In exchange for the employees' increased contribution toward the employee share of CalPERS retirement costs, the Agency agrees to increase employee salary ranges an additional 2.0% effective the first full pay period in January 2020.

ARTICLE 20 - RETIREE HEALTH INSURANCE

- For purposes of this policy, health insurance does not include dental or vision care.
- The Agency will continue the Public Employees' Medical and Hospital Care Act (PEMHCA) insurance plan through the term of this agreement.
- Following is a breakdown of benefits and eligibility based on Agency date of hire:

For employees hired:	Prior to January 1, 2010
Minimum required CalPERS service:	5 years
Minimum required Agency service:	
Basis of premium formula:	Agency active employee health insurance premium caps
Amount paid by Agency:	<p>The Agency's contribution amounts for 2016 are as follows:</p> <p>Employee Only coverage - \$632.87</p> <p>Employee Plus One coverage - \$1,004.30</p> <p>Employee Plus Family coverage - \$1,167.70</p> <p>The Agency's contribution amount increases annually by 5% of the active employee health insurance premium cap or \$100, whichever is less, until 100% of the active employee health insurance premium cap is reached. Visit The Splash or contact Administrative Services for specific annual contribution amounts.</p>

For employees hired:	On or after January 1, 2010
Minimum required CalPERS service:	10 years
Minimum required Agency service:	5 years
Basis of premium formula:	CalPERS health insurance premium cap
Amount paid by Agency:	Fixed percentage based on CalPERS Years of Service, starting at 50% at 10 years of CalPERS service and increasing by 5% for each additional year of CalPERS service until 100% of the CalPERS health insurance premium cap is paid, which equates to 20 years of CalPERS service. (To calculate employee-specific percentages, visit The Splash or contact Administrative Services.)

4. If a retiring employee opts to use unused accrued sick leave under provisions of Article 26 to pay the cost of retiree health insurance premiums, the Agency will pay the amount of the retiree health insurance premium cap directly to CalPERS and will pay directly to the employee any remaining monthly balance up to the current active employee health insurance premium cap.

ARTICLE 21 - STATE DISABILITY INSURANCE (SDI)

The Agency agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the state by the Agency.

ARTICLE 22 - LIGHT DUTY

The Agency agrees to provide for light duty assignments.

ARTICLE 23 - WORKERS' COMPENSATION

The Agency will integrate sick leave with workers' compensation temporary disability benefits. This will extend the amount of time the employee can receive sick leave, vacation, or CTO. The employee must make sure the check stub reaches the Administrative Services Department in a timely fashion in order to receive this benefit.

The Agency will continue to pay the employer's share of the group health insurance premium in the amounts listed in Article 18, including medical, dental, and vision, while an employee is drawing benefits for industrial injury or illness after that employee has exhausted all current

income from salary and sick leave. This benefit will end at such time as the employee is no longer an employee of the Agency.

SECTION 5 – LEAVES

ARTICLE 24 - HOLIDAYS/HOLIDAY PAY

Subject to the needs of the Agency, eligible employees will be allowed time off with full pay for the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day (the third Monday in January)
3. President's Day Observance (the third Monday in February)
4. Memorial Day Observance (the last Monday in May)
5. Independence Day
6. Labor Day Observance (the first Monday in September)
7. Veterans Day Observance (November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving Day
10. Christmas Day
11. Every day appointed by the President or Governor for a public fast, Thanksgiving, or holiday and approved by the Agency.
12. Three (3) floating Holidays to be taken at each employee's discretion annually which must be scheduled with the employee's Department Manager and taken prior to December 31st annually. Floating holiday leave shall be taken in minimum units of one-quarter hour.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. When any of the above holidays fall on a Saturday, employees shall be entitled to a holiday on the preceding Friday unless the Board of Directors directs that eight (8) hours be added to each full-time employee's annual vacation leave.

When any of the above holidays fall on a normal day off for a regularly scheduled employee, regardless of his/her work schedule (e.g., 5-8s, 9/80, 4/10), an additional eight (8) hours shall

be added to the employee's annual vacation leave. For purposes of this provision, any regular or probationary employee assigned prior to January 1, 2016, to a 9/80 work schedule shall have nine (9) hours credited to his/her annual vacation leave, and any regular or probationary employee assigned prior to January 1, 2016, to a 4/10 work schedule shall have 10 hours credited to his/her annual vacation leave.

A. Employees Eligible for Holiday Pay

1. Probationary and regular full-time employees shall be eligible for full holiday pay.
2. Regular part-time employees shall be paid for holidays at their normal rate of pay in the same ratios as their hourly work schedule bears to the normal work schedule of a full-time employee, provided that the holiday falls on the employee's regularly scheduled work day.
3. Temporary, seasonal, and extra help employees shall not receive any holiday pay except straight-time pay for hours actually worked.

B. Compensation for Work on Holidays

1. If an employee is required to work on a day being observed as an Agency holiday, the employee shall be paid overtime compensation at one and one-half (1-1/2) times the employee's regular rate of pay plus the amount provided for in this article for holiday pay. As an example, a regular full-time employee required to work on a holiday would be paid a total of two and one-half (2-1/2) times the employee's regular rate of pay.
2. If a holiday occurs during the time an employee is on a "leave of absence," the employee shall not be entitled to receive pay for the holiday.
3. When any of the above holidays falls during a regular, scheduled vacation period, the employee will be entitled to the holiday.

ARTICLE 25 - VACATION LEAVE

A. Full-Time Employees

1. Each regular full-time employee having the following years of service shall earn the following hours vacation for each paid, regularly scheduled working hour. An employee may earn vacation credits only on 80 regularly scheduled working hours in any one pay period.

<u>YEARS OF SERVICE</u>	<u>EARNED PER HOUR</u>
0 through 2	.0385
3 through 4	.0461
5 through 9	.0577
10 through 19	.0769
20 or more	.0962

NOTE: Per year equivalents are:

.0385 = 10 working days

.0461 = 12 working days

.0577 = 15 working days

.0769 = 20 working days

.0962 = 25 working days

2. No probationary employee shall earn or accrue vacation credit until he/she has been continuously employed for a period of 13 complete pay periods. Upon successful completion of 13 pay periods, such employee shall receive five (5) days of vacation credit and begin accruing at the rate stated above in (1). An employee ceases to accrue vacation hours once they have accrued 320 hours until such time as they have used vacation hours.
3. Accrued vacation shall be taken in minimum units of one-quarter hour.
4. An employee may receive cash payment for up to 40 hours of accrued vacation at the discretion of the General Manager or designee if the employee's vacation accrual balance is not below 200 hours.
5. The Agency will give preference to the order in which vacation requests are received. In the event requests are received at the same time for the same period, and all cannot be granted, seniority will be the determining factor.
6. Changes in vacation schedules shall be allowed provided staffing/scheduling conflicts do not result and the change is acceptable to the Agency. The Agency shall

respond to a request for time off no later than five (5) working days after submission.

B. Additional Vacation for 20 Years Career Service

In addition to all other vacation benefits provided for in this article and in recognition of loyal career service, an employee who completes 20 years of service in a regular full-time position shall be entitled to 40 hours paid leave to be taken at the convenience of the employee and his/her appointing authority within one (1) year of completion of the 20 years of service. This one (1) time 40 hours paid leave shall be in addition to all other vacation benefits earned by the employee.

C. Vacation Pay upon Termination of Employment

1. Upon leaving employment, employees shall be paid the monetary value of their earned vacation leave but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this Article.
2. If terminating employees take accrued vacation leave immediately prior to the effective date of their termination, it shall not be necessary to keep the position vacant for the equivalent time of the vacation period.

D. Part-Time Employees

1. Regular part-time Agency employees shall be entitled to vacation leave with pay that shall be earned on a prorated basis based upon the number of hours worked by the regular part-time employee.
2. Notwithstanding subparagraph (1) above, the provisions of this article shall not be applicable to regular part-time employees not having definite, fixed hours of employment and whose positions have not been allocated to the Agency.

ARTICLE 26 - SICK LEAVE

Sick leave is defined as an absence from duty by an employee because of:

1. Employee's own illness or medical or dental examinations, or injury or exposure to contagious diseases which incapacitates such employee from performing his/her duties; or

2. Attendance upon a member of his/her family because of illness, injury, death, or exposure to contagious disease and where the attendance of such employee is definitely required.

As used in this section, "family" means parents, spouse, or children, by blood, marriage, or adoption, or a domestic partner, grandparents, grandchildren, siblings, or close relative who is demonstrably dependent upon the employee.

3. Sick Leave absences because of death in the employee's family shall not exceed 10 days in each instance. Bereavement leave can be extended under special circumstances with approval by the General Manager or designee.

A. How Computed

1. Each full-time Agency employee shall be entitled to sick leave which shall accrue on the basis of 0.0462 hours for each paid, regularly scheduled working hour of full-time employment. Part-time regular employees shall be entitled to sick leave which shall accrue in the same proportion to one (1) day for each full month continuous service that their work time bears to the normal work day for a full-time employee.
2. Unused sick leave may be accumulated from year to year.
3. No probationary employee shall earn or accrue sick leave until s/he has been continuously employed for a period of 90 days. Upon successful completion of 90 days of employment, such employee shall receive accrued sick leave and continue accruing at the rate stated in (1) above.

B. Limitations, General

1. Employees absent for illness or injury 15 consecutive working days or longer shall not be permitted to return to duty without a physician's certificate attesting to the employee's ability to perform his normal duties.
2. Sick leave shall not be allowed or taken until earned or donated by others in conformance with the provisions of this MOU.

C. How Taken

1. Sick leave shall be taken in minimum units of one-quarter hour.
2. Sick leave shall not be allowed or taken until earned.

D. Evidence of Illness

The General Manager or designee may require satisfactory evidence of illness for any period of illness or disability.

E. Payment for Unused Sick Leave upon Termination of Employment

Employees leaving the Agency's employ in good standing with more than one (1) year of continuous service may, upon request, be paid the monetary value of the earned sick leave, subject to the following provisions:

1. "Good Standing," as used in this Section, shall mean employees who gave the required minimum two (2) weeks' notice and who have not been discharged for cause. It shall also mean employees who have been laid off.
2. Accrued sick leave hours shall be paid for at the rate of 50% of the hourly rate of such employee at the time of his/her termination, and no such employee shall receive more than \$6,000 for such unused sick leave.
3. The benefits granted hereunder shall not become a vested right of any employee, but rather are subject to amendment in the same manner as all other provisions relating to compensation.
4. Employees receiving compensation under this section shall not be eligible for reinstatement within 90 days after the effective date of termination.
5. If an employee with more than one (1) year of continuous service dies, the benefits payable under subparagraph (2) above shall be payable to his/her surviving spouse or, if there is no surviving spouse at the time of such death, to his/her heirs.
6. Notwithstanding the provisions of subparagraph (2) above, any employee retiring from the Agency's service and eligible to receive Public Employees' Retirement System benefits at the time of such retirement shall have the following options:
 - a. To receive the pay-off specified in (2) above.
 - b. To apply accumulated unused sick leave toward an early retirement on a day-for-day basis but not to exceed 130 days or 1,040 hours. An employee exercising this option shall not accrue any additional sick leave, vacation leave, or holiday leave during the time the employee is on early retirement.
 - c. If requested by the retiree, the retiree may have one (1) month's premium for health and accident insurance for himself or herself only paid for each 8

hours of unused accrued sick leave, or in the alternative, the retiree may have one (1) month's premium for health and accident insurance for both the retiree and the retiree's spouse paid for each 16 hours of unused accrued sick leave until eligible for Medicare.

- d. Retiree may use his/her unused sick leave in any one or in any combination of the ways set forth in a), b), and c) of this subparagraph 6.

EXAMPLE: A retiring employee has a balance of unused sick leave of 2,000 hours. The employee is retiring in nine (9) months. The employee has opted to use his/her sick leave balance as follows:

- Will apply 1,040 hours toward an early retirement; and
- Will use 480 hours to cover 60 months of premiums for health and accident insurance for employee only coverage; and
- Will cash out the remaining 480 hours of sick leave, per subparagraph 2 above, at a rate of 50% of his/her current hourly rate of pay in an amount not to exceed \$6,000.

F. Sick Leave Buy Back

Employees returning from medically caused leaves of absence may, with the approval of the General Manager or designee, "buy back" sick leave time used as a result of the medical condition causing the leave of absence. Such sick leave can be bought back by the employee reimbursing the Agency in full for the compensation which the Agency paid to the employee for the time the employee was absent during such sick leave.

ARTICLE 27 - CATASTROPHIC LEAVE DONATION

Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:

1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.
2. Donations must be made to a specified individual only.
3. The person receiving the donated hours must have achieved regular status with the Agency.

4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

EXAMPLE: Employee A is paid \$30 per hour and donates one (1) hour to employee B who is paid \$15 per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment.

5. Once donated, vacation or CTO hours cannot be reclaimed by the donor.
6. When an employee is using donated hours, the employee will not accrue vacation or sick leave time.
7. The maximum time that may be initially donated into an employee's account is 1,040 hours. Additional time may be donated if the initial donation is exhausted to a maximum of 1,040 hours. To be eligible to receive more than the aggregate total of 2,080 hours, there must be a favorable prognosis for recovery and a predictable date of return to work.
8. In no event shall donated time have the effect of altering the rights of the Agency or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
9. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the Agency and the Union.

SECTION 6 – REIMBURSEMENTS

ARTICLE 28 - UNIFORMS

The Agency shall supply uniforms for employees as prescribed by the Department Manager. Agency-furnished uniforms for any employee or class of employees shall remain the property of the Agency. Employees shall wear the complete uniform furnished by the Agency at all required times.

All regular full-time employees in the classifications listed below shall be eligible for a protective footwear stipend, payable in the first full pay period in January, for protective footwear related to their assigned job duties, per the stipend tiers noted below. Employees shall purchase and wear protective footwear appropriate to their job classification. Employees shall be responsible for the reasonable care and maintenance of their protective footwear. The Agency reserves the right to determine the footwear appropriate to the job. In the event a second pair of protective footwear is needed during the calendar year due to work-related damage through no fault of the employee, the Agency agrees to provide the employee an additional stipend, per the employee's respective stipend tier.

Tier 1, \$250 Annual Stipend - Authorized Job Classifications:

- Brush and Weed Control Specialist I/II
- Brush and Weed Control Supervisor
- Canal Operations Supervisor
- Canal Operator I/II
- Distribution Operator I/II
- Distribution Supervisor
- Electrician
- Facilities Maintenance Coordinator
- Field Maintenance Supervisor
- Fleet Maintenance Supervisor
- Inspector I/II
- Lead Canal Operator
- Lead Water Efficiency Specialist
- Lead Water Treatment Plant Operator
- Lead Worker, Treated Water Maintenance
- Maintenance Worker I/II
- Mechanic
- Senior Brush and Weed Control Specialist
- Senior Inspector
- Service Worker
- Storekeeper
- Treatment Plant Operations Supervisor
- Treatment Plant Operator
- Treatment Plant Operator Trainee I/II
- Water Efficiency Specialist I/II
- Water Quality Communications Technician
- Water Quality Electrical Maintenance Supervisor
- Water Quality Instrumentation Technician
- Water Quality Maintenance Worker I/II
- Water Quality Mechanic
- Water Quality Mechanical Maintenance Supervisor
- Water Quality Specialist
- Water Quality Supervisor

Tier 2, \$250 Bi-Annual Stipend – Authorized Job Classifications

- Assistant Engineer
- Associate Engineer
- CAD/GIS Supervisor
- CAD/GIS Technician I/II
- Control Systems Technician I/II
- Engineering Technician I/II
- Environmental Specialist
- Information Systems Analyst I/II
- Real Property Specialist
- Right-of-Way Technician
- Senior Control Systems Technician

ARTICLE 29 - MEAL ALLOWANCES

A. Per Diem – Overnight Travel

1. Per Internal Revenue Service regulations (Publication 463, Travel, Entertainment, Gift, and Car Expenses), per diem shall only be given when the trip includes an overnight stay.
2. The Agency provides a per diem reimbursement of up to \$64 per day (taxes and tip included) for a traveler's meals and incidental expenses during an overnight trip:
 - a. Incidentals include baggage handling and gratuities.
 - b. Receipts for per diem meals and incidentals are not required.
 - c. If the traveler spends an amount in excess of the per diem amount, the excess expense is not eligible for reimbursement.
 - d. On occasions when the employee is traveling to a training or conference location where the cost of meals is typically higher, the employee can, with pre-approval from management, be reimbursed in accordance with the U.S. General Services Administration (www.gsa.gov/perdiem) meals rate schedule for the area in which the costs were incurred.
 - e. If a meal is included in the cost of registration, or is otherwise provided at a meeting, conference, or training session, appropriate deductions must be made from per diem allowance. (Unless otherwise preapproved by management.)

Daily per diem rate is \$64, as follows:

- \$15 = Breakfast
- \$16 = Lunch
- \$28 = Dinner
- \$ 5 = Incidental Expenses

3. The first and last calendar day of travel is calculated at 75% of the daily per diem rate.
4. Per diem reimbursement requires the submission of a claim form once travel is completed. The prescribed per diem rates will be updated annually (October 1) in accordance with changes to GSA.

B. Meal Reimbursement

1. If an employee is required to work one and one-half (1-1/2) hours before or beyond his/her normal working day or on overtime for emergency purposes or for extended work periods of five (5) or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be reimbursed for the actual cost of a meal/food items not to exceed \$18.00, plus tip (not to exceed 15%) and applicable taxes. Reimbursement is contingent upon the employee providing receipts.
2. Travel/training within the County for periods of six (6) hours or more shall be reimbursed actual cost for a meal, provided a meal is not included in the training registration cost.

ARTICLE 30 - COSTS OF JOB-REQUIRED CERTIFICATES AND LICENSES

It is agreed that the Agency will reimburse employees for their costs of fees for special licenses and certificates, other than driver's licenses, required by government authorities or the Agency, in order for such employees to perform their duties for the Agency.

If an employee's job requires any of the following certificates or licenses, the Agency shall pay the fees for such certificates or licenses, for applications to take the initial certification exams, and for any renewals of such certificates or licenses and pre-approved expenditures made to prepare for the certification examinations:

1. Certification for Grades 1 through 5 for Water Treatment Operators given by the State or State-approved certifying body;
2. Certification for Grades 1 through 4 for Water Distribution Operators given by the State or State-approved certifying body;
3. Agricultural Pest Control Advisor and Qualified Application Certifications given by the State or State-approved certifying body;

4. Backflow/Cross Connection Certifications given by the State or State-approved certifying body; and
5. Class A/1 Driver's Licenses given by the State of California. In addition thereto, the Agency shall also pay for the physical examination required biannually for such licenses.
6. Registration with State of California as a Professional Engineer.
7. Public Purchasing Buyer certification (or equivalent).
8. Water Conservation Practitioner Level I certification.

ARTICLE 31 - TRAVEL

When travel is authorized, this will include reimbursement only for actual travel costs, bridge tolls, parking, lodging, and registration fees.

When employees are required to attend training away from the jobsite, employees will be compensated for the time required to and from the training as normal work time. If employees are permitted to drive their own vehicle, they will receive mileage at the rate currently recognized by the Internal Revenue Service.

ARTICLE 32 - MILEAGE

The Agency will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

SECTION 7 – CONDITIONS OF EMPLOYMENT

ARTICLE 33 - PERSONNEL RULES ADMINISTRATION

The Agency agrees to apply the Personnel Rules uniformly between Water Systems and the Power System.

ARTICLE 34 - WORK ASSIGNMENTS

The Agency shall give a five- (5) day written notice to an employee prior to a permanent change of assignment.

ARTICLE 35 - JOB DESCRIPTIONS

The Union and Agency shall meet and confer on all new classifications and changes to existing job descriptions.

ARTICLE 36 - FILLING OF VACANT POSITIONS

1. All vacancies within the bargaining unit other than Maintenance Worker I, Customer Services Representative I, Office Assistant, Water Efficiency Specialist I, and Mail/Supply Clerk, shall be posted in-house for five (5) working days prior to external recruitment efforts.
2. Interested regular and probationary employees must submit a completed application. A resume may be required.
3. All interested regular and probationary employees who meet the minimum qualifications will be examined, and if they pass the examination, they will be interviewed, in addition to the top scores certified to the Department Manager.
4. If all qualifications are met, the Agency shall endeavor to fill a vacant position from in-house.
5. Interested candidates who are not appointed may request information from the Director of Administrative Services or designee on how to better prepare for this or other positions in the future.
6. Job postings will indicate the department and location of the position.

ARTICLE 37 - PERFORMANCE EVALUATION REVIEW

No performance evaluation shall be placed in a departmental file, nor shall it be transmitted to the Agency personnel files until the employee has reviewed the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed the evaluation personally with the General Manager or designee. The employee has a right to read, sign, and file written response to both favorable and unfavorable entries. A signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgment of notification. The employee's written response, if any, shall be submitted within 30 days of the employee's receipt of the evaluation and transmitted to the Agency personnel files.

ARTICLE 38 - TRAINING

Training shall be available and uniformly applied to all Water Systems Employees.

ARTICLE 39 - SAFETY COMMITTEE

There shall be an Agency-wide Safety Committee that will be governed under its own by-laws.

ARTICLE 40 - STANDARDS OF CONDUCT AND DISCIPLINARY ACTION

It is the general policy of the Agency to use progressive discipline to correct behavioral and performance deficiencies. Regular employees may be disciplined for just cause only, and discipline will be either informal or formal. Informal discipline shall include oral and written reprimands. Formal discipline shall include suspension, demotion, in-grade salary reduction, and discharge.

A. Letter of Reprimand

1. Letters of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within five (5) working days to the General Manager or designee. The General Manager or designee will schedule a private meeting within five (5) working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the General Manager or designee within five (5) working days of the meeting. This Section shall not be subject to the Grievance Procedure.
2. Upon employee request, such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there have not been

related letters of reprimand issued or additional formal discipline imposed during the two- (2) year period.

B. Formal Disciplinary Actions

An employee shall have the right to representation during the formal disciplinary process.

1. If the Agency, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, it shall give the affected employee written notice of the intended disciplinary action, including the causes for the intended disciplinary action, the acts or omissions that constitute the causes of the intended disciplinary action, the material upon which the action was based, the effective date of the intended disciplinary action, and the employee's assigned Skelly Officer.
2. The affected employee shall have the right to a pre-disciplinary review process (Skelly process). The employee or his/her representative shall have up to five (5) working days from the notice of intent to take action to contact the Skelly Officer to schedule a response to the proposed disciplinary action. The Skelly Officer shall make a recommendation to the General Manager or designee within five (5) working days of the meeting.
3. The General Manager or designee shall consider the recommendations and issue a final written determination within five (5) working days. If discipline is imposed, the employee may appeal the action under Section C of this Article.
4. If an individual employee covered by this MOU files an appeal of discipline and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal process pursuant to this MOU, including, but not limited to, the cost of the arbitrator.

C. Appeal Hearing Procedure - Arbitration

After the Agency issues its final written determination, the employee or his/her representative may appeal the disciplinary action to arbitration as follows:

1. Request for arbitration shall be made in writing to the General Manager or designee within 10 standard working days after the date of the General Manager's or designee's response. An impartial arbitrator shall be selected jointly by the parties within 10 standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list,

and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the discipline.

2. The arbitrator, with input from both parties, shall set the date, time, and place for the hearing. The arbitrator shall render his/her decision no later than 30 working days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this MOU and shall be final and binding on the Agency, the Union, and the employee. The decision will be in writing, and copies of the decision will be furnished to all parties.
3. The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit his/her decision to the scope, application, and interpretation of the provisions of this MOU and shall make no decisions in violation of existing law.
4. The Agency and the employee or his/her representative each shall bear one-half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon in writing by both parties.
5. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

D. In-Lieu Discipline

By mutual agreement between the General Manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated leave credits, excluding sick leave, in lieu of the suspension. The Agency shall not deny use of accumulated leave credits in an attempt to persuade the employee to waive his/her appeal rights. If the suspension is reduced or reversed at the conclusion of the appeal process, the Agency shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure within this MOU.

ARTICLE 41 - EMPLOYEE GRIEVANCE PROCEDURE

A. Employee Grievance Procedure

Purpose:

In order to establish a harmonious and cooperative relationship between the Agency and its employees and to keep open channels of communication, it shall be the Agency's policy to provide for the settlement of differences through an orderly grievance procedure. It is the Agency's policy to assure its employees the right of access to this procedure in good faith, free from interference, restraint, coercion, or reprisal. The procedure applies to all employees and Local 39 bargaining unit representatives of this MOU.

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the Agency.

If the Agency does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

Definitions:

1. A grievance is a dispute between the Agency and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application, or enforcement of the express terms of this MOU and the Agency's Personnel Policy.
2. As used in this procedure, the term "Supervisor" means the individual to whom an employer has a direct reporting relationship.
3. As used in this procedure, the term "party" means an employee, the Union, the Agency, or their authorized representatives.
4. As used in this procedure, the term "standard workdays" means "Monday through Friday," excluding holidays.

Procedure:

Grievances will be processed in the following manner and within the stated time limits.

Informal Grievance:

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's Supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The Supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedents in any future MOU interpretation.

Formal Grievance Step 1:

If the grievance is not resolved at the informal level, the grievant may present the grievance to the Human Resources Manager or designee in writing within 10 standard working days after the Supervisor's answer. The grievance shall be submitted in writing on the grievance form provided by the Agency. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the MOU asserted to have been violated, and the remedy or correction requested of the Agency. The written grievance must be dated and signed by the grievant or Union representative. The Human Resources Manager or designee shall meet with the aggrieved employee and/or the Union representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Human Resources Manager or designee shall respond in writing within 10 standard working days after the grievance meeting.

Formal Grievance Step 2:

If the grievance is not satisfactorily resolved at Formal Step 1, the written grievance may be presented to the General Manager or designee within 10 standard working days after receipt of the Human Resources Manager's or designee's written answer. The General Manager or designee shall meet with the aggrieved employee, or group of employees, and/or the Union Representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The General Manager or designee shall render a written decision on the grievance to the Union within 10 standard working days after the meeting.

Formal Grievance – Arbitration:

1. Grievances not settled in Formal Step 2 of the Grievance Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the General Manager or designee within 10 standard working days after the date of the General Manager's or designee's response. An impartial arbitrator shall be selected jointly by the parties within 10 standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the

parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.

2. The arbitrator, with input from both parties, shall set the date, time, and place for the hearing. The arbitrator shall render his/her decision no later than 30 calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this MOU and shall be final and binding on the Agency, the Union, and the employee(s). The decision will be in writing, and copies of the decision will be furnished to all parties.
3. The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU but shall limit his/her decision to the scope, application, and interpretation of the provisions of this MOU and shall make no decisions in violation of existing law.
4. The Agency and the employee, or group of employees, or their representative, each shall bear one-half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
5. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

B. General Provisions

1. The Union Business Representative or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
2. An employee or group of employees may present a grievance to Agency management during working hours without loss of compensation. Time off for the employee or group of employees to present the grievance shall not be unreasonably denied.

C. Time Extension

The parties by mutual written consent may extend any of the time limits set forth in this article.

ARTICLE 42 - JOB ABOLISHMENT/LAY OFF

In the event of the abolishment of any position or class now approved by the Board, or as may be subsequently approved by the Board, an employee or employees in such position or class shall be given 30 days written notice setting forth the terminal date of employment and the reason(s) for such abolishment.

Thirty days before the effective date of a lay off, the Appointing Authority shall file notice of the intended action with reasons therefore. A copy of such notice along with a copy of this Article shall be personally served or sent certified mail, return receipt requested, to the employee affected.

The Appointing Authority may lay off employees in accordance with the provisions of this article for any of the following reasons:

1. Necessity based on lack of funds or work; or
2. Advisable in the interest of economy to reduce staff; or
3. Return of another employee with greater seniority from leave of absence.

Regular and probationary employees laid off shall be placed on a re-employment list for the class in which they were last employed for two (2) years from the date of lay off.

No probationary or regular employee shall be laid off until all extra help, provisional, probationary, and regular employees whose last recorded performance rating is unsatisfactory, serving in the class or classes affected have been laid off. Probationary and regular employees shall then be laid off in the inverse order of their services with the Agency; probationary and regular employees in the classes affected who have the least amount of service shall be laid off first.

In lieu of being laid off, an employee may elect demotion to:

1. Any class with the same or lower maximum salary in which he/she had served under regular or probationary status; or

2. A class in the same line of work as the class of lay off, but of lesser responsibility. With the consent of the Appointing Authority, the demotion to another division may occur.

An employee demoted under (1) or (2) above may not displace an employee whose total service exceeds that of the employee being demoted.

To be considered for demotion in-lieu of lay off, an employee must notify the Appointing Authority in writing of such election not later than five (5) working days after receiving notice of layoff. Any employee replaced by such demotion shall have the same rights afforded by this section. The salary of the demoted employee shall be determined in accordance with Section 2251 of the Personnel Rules.

If there is re-employment of laid off employees, employees shall be re-employed in the inverse order of their lay off provided the work is in the same class as the position from which they were laid off.

Notice of re-employment shall be sent certified mail, return receipt requested, to the last known address of the employee. The laid off employee must notify the Agency's Administrative Services Department in writing of their intention to return within seven (7) calendar days after receipt of the re-employment notice. The Agency shall be deemed to have fulfilled its obligations by mailing the notice to the mailing address provided by the employee. It is the obligation of the employee to provide the Agency's Administrative Services Department with his/her current mailing address or where they may be contacted if leaving the area temporarily.

ARTICLE 43 - EMPLOYMENT STATUS - RE-DEFINITION

It is agreed to amend the PCWA Personnel Rules and Regulations to re-define employee employment status as "regular" rather than "permanent" as follows:

A. Definitions

1. Regular Full-Time Position - A position established and allocated by the Board within which a full-time employee works on a continuous basis, 40 hours per week, 2,080 hours per year.
2. Regular Part-Time Position - A position established and allocated by the Board, on a year-round basis, requiring work on a regular schedule of less than 40 hours per week.

B. Employment Status

1. Regular - Regular status is acquired by an employee upon successful completion of the required probationary period for the regular full-time or part-time position to which they are appointed.
2. Probationary Period - All employees will serve a one-year probationary period. At the successful completion of 90 days of employment, they will be eligible for sick leave benefit accrual and use, and after successful completion of 13 pay periods, they will be eligible for vacation benefit accrual and use.

ARTICLE 44 - EMPLOYEE SERVICE CREDIT

Employees hired after February 16, 1989, who are thereafter advanced from probationary, provisional, seasonal, temporary, or extra help status to regular status without a break in service shall receive full credit for all time served as either a probationary, provisional, seasonal, temporary, or extra help employee in determining employee benefits.

SECTION 8 – MISCELLANEOUS

ARTICLE 45 - CASH AWARDS PROGRAM

As provided for in Personnel Rule Section 2124, the Agency will have a cash awards program. The amount awarded will be 50% of the first year's savings resulting from implementation of the suggestion provided that no awards in excess of \$5,000 will be paid and further provided that suggestions that produce savings less than \$125 will not be eligible for awards. Determination of the amount to be awarded shall be made by the cash awards committee with the approval of the Board of Directors. The cash awards committee shall make an initial determination of the amount of savings produced by the suggestion and forward its findings to the Board of Directors. The Board of Directors may accept or modify the committee's findings and the final determination of the Board of Directors as to the amount of first year's savings shall determine the amount of the award.

ARTICLE 46 - EXEMPLARY PERFORMANCE AWARD COMMITTEE


A program described in Appendix B shall be maintained for the term of this agreement.


ARTICLE 47 - ENTIRE AGREEMENT

This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as otherwise provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement for the duration of the Agreement.

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


Jerry Kalmar, Business Manager


Tony DeMarco, President


Steve Crouch, Director of Public Employees

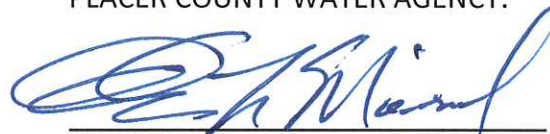

Gary Winegar, Business Representative


Carrie Parks, Shop Steward


Scott Miller, Shop Steward


Cody Coleman, Shop Steward

PLACER COUNTY WATER AGENCY:


Einar Maisch, General Manager


Shelley Langan, Human Resources Manager


Michael Willihnganz, Director of
Administrative Services


Brent Smith, Director of Technical Services


Tom Reeves, Director of Field Services

APPENDIX A

WATER SYSTEMS UNIT CLASSIFICATION LISTING

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Accountant	38.0	Inspector II	38.5
Accounting Tech I	32.0	Lead Canal Operator	36.0
Accounting Tech II	34.0	Lead Customer Services Representative	34.0
Accounting Tech III	35.5	Lead Water Efficiency Specialist	34.5
Administrative Aide	34.0	Lead Water Treatment Plant Operator	39.0
Assistant Engineer	42.0	Lead Worker, Treated Water Maintenance	38.0
Associate Engineer	46.0	Mail/Supply Clerk	29.0
Brush & Weed Control Specialist I	33.5	Maintenance Worker I	31.0
Brush & Weed Control Specialist II	35.0	Maintenance Worker II	34.5
Brush & Weed Control Supervisor	41.0	Mechanic	35.0
CAD/GIS Supervisor	40.5	Office Assistant	31.0
CAD/GIS Technician I	33.5	Power Settlements Analyst	43.5
CAD/GIS Technician II	36.0	Procurement and Contracts Coordinator	40.0
Canal Operations Supervisor	41.0	Procurement Specialist I	35.5
Canal Operator I	33.0	Procurement Specialist II	37.0
Canal Operator II	35.0	Real Property Specialist	43.0
Control Systems Technician I	37.5	Right-of-Way Technician	38.0
Control Systems Technician II	38.5	Senior Brush and Weed Control Specialist	36.0
Customer Services Representative I	31.0	Senior Control Systems Technician	40.0
Customer Services Representative II	33.0	Senior Inspector	40.5
Customer Services Specialist	34.0	Service Worker	37.0
Distribution Operator I	31.0	Storekeeper	33.0
Distribution Operator II	37.0	Treatment Plant Operator Trainee I	31.0
Distribution Supervisor	41.5	Treatment Plant Operator Trainee II	33.0
Electrician	38.0	Treatment Plant Operations Supervisor	43.0
Engineering Technician I	37.5	Treatment Plant Operator	38.0
Engineering Technician II	40.5	Water Efficiency Specialist I	31.0
Environmental Specialist	40.5	Water Efficiency Specialist II	33.5
Facilities Maintenance Coordinator	35.0	Water Quality Communications Technician	40.5
Field Maintenance Supervisor	41.0	Water Quality Electrical Maintenance Supv	42.5
Financial Analyst	42.5	Water Quality Instrumentation Technician	40.5
Fleet Maintenance Supervisor	41.0	Water Quality Maintenance Worker I	31.0
Information Systems Analyst I	40.0	Water Quality Maintenance Worker II	33.5
Information Systems Analyst II	41.5	Water Quality Mechanical Maintenance Supv	42.0
Information Systems Supervisor	44.5	Water Quality Mechanic	37.0
Information Systems Technician I	35.5	Water Quality Specialist	36.0
Information Systems Technician II	38.0	Water Quality Supervisor	41.5
Inspector I	35.5	Water Quality Support Technician	33.5

APPENDIX B

EXEMPLARY PERFORMANCE AWARD

Believing its employees to be its most valued resource, it is the Agency's intent to recognize, encourage, and reward exemplary performance by its employees.

The Exemplary Performance Award acknowledges PCWA employees who inspire commitment to the Agency vision, mission, and goals. The Agency defines an Exemplary Employee as one who exhibits selflessness, unwavering commitment, and resolve to get the job done and/or contributes insight, knowledge, or skills above and beyond expectations. The Exemplary Performance Award is the highest honor awarded to employees at PCWA.

The Exemplary Performance Award may be used to recognize contributions such as:

1. Advancing Agency or countywide initiatives and services through outstanding leadership
2. Consistently enhancing the quality and productivity of the workforce while demonstrating enthusiasm and dedication to the job
3. Working with others in achieving the overall goals of Agency-wide objectives, department assignments, or events
4. Demonstrating exceptional initiative or skill in the development of new or improved work methods and/or procedures

Awards:

The Exemplary Performance Award is an annual award. The total of all cash awards shall not exceed \$5,000 in a calendar year. Each program award shall consist of a cash award of \$1,250 (less tax), an award plaque, and a letter of commendation.

Ceremony:

The Exemplary Performance Award ceremony celebrates employees who excel above and beyond what is expected and also recognizes those who take the time to nominate them at a special All Hands meeting in June at the PCWA Business Center. The ceremony is scheduled from 2:00 – 3:30 p.m. and takes the place of regularly scheduled activities. All nominators, nominees, recipients, and PCWA employees are invited to attend the event. Award recipients and nominees are encouraged to invite family and friends. Award recipients are also recognized by the General Manager, the Board of Directors, and the public at the second Board meeting in June.

Committee:

The committee shall be comprised of five voting members with one representative from Customer Services, Field Services, Technical Services, Power System, and Administration (Administrative Services, Financial Services, Resource Development, and the General Manager's Office). One of the five voting members may be a management employee. In addition to the five voting members identified herein, a non-voting facilitator from Administrative Services (Director of Administrative Services or designee) will also be included on the committee.

Eligibility:

Eligible recipients include all regular employees in good standing who have not received the award in the past three (3) years, excluding management.

Nominations:

Nominations are accepted through May 1st of each year. There will be no obligation on the part of the Agency to select an Exemplary Employee if, in the opinion of the committee, no employee is found eligible for an award or if no nominations are submitted. If there are remaining funds in a calendar year, they will be used for additional Employee Recognition & Rewards Program expenses.



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The undersigned hereby agree to the following:


Effective January 9, 2016, the following three positions will be transitioned from Confidential designation to the Water Systems Unit:


- Administrative Aide in Resource Development
- Multimedia Specialist in Administrative Services
- Office Assistant in Administrative Services

 12-21-15
Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency
Date

 12/20/15
Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39
Date

 12/21/15
Shelley Langan
Human Resources Manager
Placer County Water Agency
Date

 12/22/15
Gary Winegar
Business Representative
Stationary Engineers, Local 39
Date

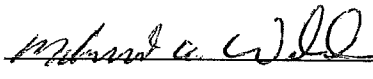
 12/21/15
Carrie Parks
Shop Steward
Stationary Engineers, Local 39
Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020


The undersigned hereby agree to the following:

Replace the version of page 8 in the MOU document at signing (attachment 1) with a revised page 8 (attachment 2) to correctly list classifications and certification premiums on the certification pay schedule.

 1-4-16

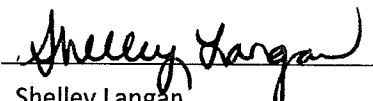
Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency

Date

 1/7/16

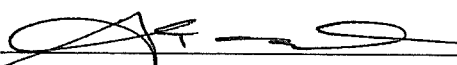
Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39

Date

 01/04/16

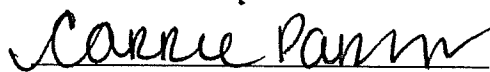
Shelley Langan
Human Resources Manager
Placer County Water Agency

Date

 1/6/16


Gary Winegar
Business Representative
Stationary Engineers, Local 39

Date

 1/6/16


Carrie Parks
Shop Steward
Stationary Engineers, Local 39

Date

 1-6-16

Scott Miller
Shop Steward
Stationary Engineers, Local 39

Date

 1/6/16

Cody Coleman
Shop Steward
Stationary Engineers, Local 39

Date

B. Certification Pay

Compensation, in the form of a premium calculated as a percentage of the employee's regular hourly rate of pay, for obtaining specified desirable professional certifications above and beyond those required as minimum qualifications for the classifications listed below shall be provided in accordance with the following schedule:

CLASSIFICATION	CERTIFICATION	PREMIUM
Canal Operator I/II	California Qualified Applicator Certificate	2.5%
Field Maintenance Supervisor	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Worker, Treated Water Maintenance	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
Maintenance Worker I/II	California Class A Driver's License	2.5%
Service Worker	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
Distribution Operator II	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Treatment Plant Operator	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 5	2.5%
Water Quality Specialist	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 3	2.5%
	California State Water Resources Control Board Distribution Operator's Certificate, Grade 4	2.5%
Water Quality Supervisor	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Distribution Operator's Certificate, Grade 5	2.5%
Lead Water Efficiency Specialist	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
Water Efficiency Specialist I	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 1 or 2	2.5% *
Water Efficiency Specialist II	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 2	2.5%

* A premium of 2.5% is provided for either a Grade 1 or Grade 2 certificate. An employee shall not receive a 2.5% premium for both the Grade 1 and the Grade 2. An employee who obtains a Grade 1 certificate at the Water Efficiency Specialist I level shall not continue receiving the 2.5% premium if he/she progresses to the Water Efficiency Specialist II level.

B. Certification Pay

Compensation, in the form of a premium calculated as a percentage of the employee's regular hourly rate of pay, for obtaining specified desirable professional certifications above and beyond those required as minimum qualifications for the classifications listed below shall be provided in accordance with the following schedule:

CLASSIFICATION	CERTIFICATION	PREMIUM
Canal Operator I/II	California Qualified Applicator Certificate	2.5%
Field Maintenance Supervisor	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Worker, Treated Water Maintenance	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Maintenance Worker I/II	California Class A Driver's License	2.5%
Service Worker	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Distribution Operator II	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Treatment Plant Operator	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 5	2.5%
Treatment Plant Operator	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Treatment Operator's Certificate, Grade 5	2.5%
Water Quality Specialist	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 3	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
Water Quality Supervisor	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 4	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 5	2.5%
Lead Water Efficiency Specialist	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 2	2.5%
Water Efficiency Specialist I	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 1 or 2	2.5%
Water Efficiency Specialist II	Irrigation Association Certified Landscape Irrigation Auditor (CLIA)	2.5%
	California State Water Resources Control Board Water Distribution Operator's Certificate, Grade 2	2.5%

* A premium of 2.5% is provided for either a Grade 1 or Grade 2 certificate. An employee shall not receive a 2.5% premium for both the Grade 1 and the Grade 2. An employee who obtains a Grade 1 certificate at the Water Efficiency Specialist I level shall not continue receiving the 2.5% premium if he/she progresses to the Water Efficiency Specialist II level.

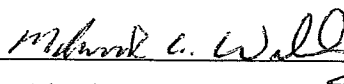


Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The following language will replace Section A – Call Back Defined of Article 12 - Call Back Pay:

A. CALL BACK DEFINED


After completing his/her normal work shift and leaving the workstation or being off work on pre-approved scheduled leave (e.g., vacation, floating holiday, CTO), an employee who responds to an authorized order to return to work to perform emergency or non-scheduled work shall be entitled to overtime. If the employee is off work on pre-approved scheduled leave, for purposes of timekeeping he/she shall remain on paid leave and be eligible for full overtime pay. The minimum number of overtime hours to which the employee is entitled shall be two (2) hours at the rate of time and one-half (1-1/2). Commuting time up to a maximum of one (1) hour shall be counted as time worked when the employee is called back.



Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency

1-4-16

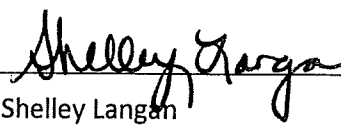
Date



Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39

1/7/16

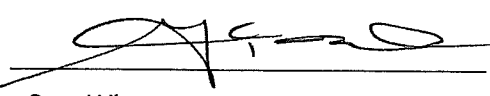
Date



Shelley Langan
Human Resources Manager
Placer County Water Agency

1/4/16

Date



Gary Winegar
Business Representative
Stationary Engineers, Local 39

1/6/16

Date

Carrie Parks

1/6/16

Carrie Parks
Shop Steward
Stationary Engineers, Local 39

Date

Scott Miller

1-6-16

Scott Miller
Shop Steward
Stationary Engineers, Local 39

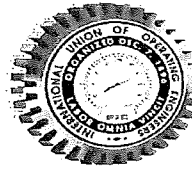
Date

Cody Coleman

1/6/16

Cody Coleman
Shop Steward
Stationary Engineers, Local 39

Date



LOCAL 39 STATIONARY
ENGINEERS
International Union of Operating Engineers

Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With
IUOE, Stationary Engineers, Local 39
Representing Water Systems Employees
2016 – 2020

This Side Letter is to memorialize the protocol to be used when conducting and implementing the salary survey for the Water System Employees in 2020:

ARTICLE 9 - COMPENSATION


A. Cost of Living Adjustments (COLAs)

In addition, the Agency shall conduct a salary survey with its agencies of comparison for classifications included in the Water Systems unit during the first six (6) months of calendar year 2020. The median salary for the agencies of comparison (based upon top step in the salary range for comparable classes) shall be used for salary comparison purposes. Internal salary relationships for classifications for which market salary survey data is unavailable shall be preserved. The differential of 2.5% between salary ranges in the Water Systems Bargaining Unit salary schedule shall be maintained. When an Agency classification lags the market median by more than 1.5%, the classification shall be moved to a higher salary range which is closest to the market median. The higher salary range may be below the market median but in no event shall it be more than .5% below the market median. There will be no Y-Rating of classifications above market median. Implementation of salary adjustments shall be completed by October 1, 2020. For purposes of the survey, the agencies of comparison shall be:

- City of Folsom
- City of Rocklin
- City of Roseville
- El Dorado Irrigation District
- Nevada Irrigation District
- Placer County
- San Juan Water District


Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency


3-28-16
Date


Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39

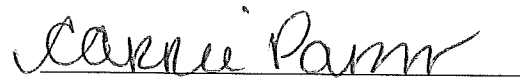
4/15/16
Date


Shelley Langan
Human Resources Manager
Placer County Water Agency

3-28-16
Date


Gary Winegar
Business Representative
Stationary Engineers, Local 39

3/28/16
Date


Carrie Parks
Shop Steward
Stationary Engineers, Local 39

3/28/16
Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The following language will replace Section A – Health Insurance of Article 18 – Health Benefits:

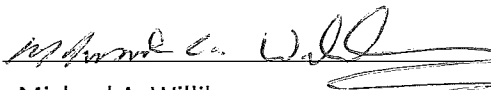
A. Health Insurance

The Agency shall continue membership in the CalPERS Health Insurance program. Effective January 1, 2016, the monthly Agency contribution is as follows:

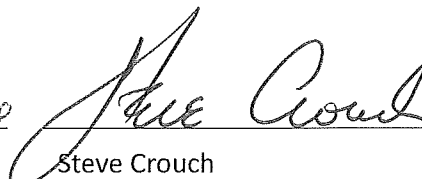
\$ 900.73 per month for Employee Only
\$1,362.00 per month for Employee Plus One
\$1,770.00 per month for Employee Plus Family

Effective January 1, 2017, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMOs for employee plus one and employee plus family and will pay the BlueShield Access+ rate for employee only.

Employees shall be responsible for any amounts over and above these amounts.

 7-6-16


Michael A. Willihnganz Date
Director of Administrative Services
Placer County Water Agency

 8/2/16

Steve Crouch Date
Director of Public Employees
Stationary Engineers, Local 39

 07/06/16

Shelley Langan Date
Human Resources Manager
Placer County Water Agency

 7/20/16

Gary Winegar Date
Business Representative
Stationary Engineers, Local 39

Carrie Parks

7/11/16

Carrie Parks
Shop Steward
Stationary Engineers, Local 39

Date

Scott Miller

7-11-16

Scott Miller
Shop Steward
Stationary Engineers, Local 39

Date

Cody Coleman

7/7/16

Cody Coleman
Shop Steward
Stationary Engineers, Local 39

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The purpose of this side letter is to establish and clarify how holiday pay and floating holiday pay accruals apply to regular and probationary employees. It is the intent of the Placer County Water Agency to treat all employees uniformly with regard to holiday pay and floating holiday pay accruals (i.e., 8 hours pay for a holiday and accrual of 8 hours for a floating holiday), regardless of work schedule. For regular and probationary employees assigned to an alternative work schedule prior to January 1, 2016, this side letter memorializes the practice of basing holiday pay and floating holiday pay accruals on an employee's alternative work schedule. The practice of basing holiday pay and floating holiday pay accruals on an employee's alternative work schedule will terminate effective midnight on January 31, 2020.

The following language will replace Section A – Work Week of Article 7 – Work Week and Breaks:

A. Work Week

The official work week shall begin at 5:01 p.m. on Friday and end at 5:00 p.m. on the following Friday except for those employees working a mutually agreed upon alternative work schedule (e.g., 9/80 schedule, 4/10 schedule).

1. A work day for purposes of holiday pay and floating holiday pay accruals shall be defined as an eight- (8) hour work day, regardless of an employee's work schedule (i.e., 9/80 schedule, 4/10 schedule, or a traditional 5-8 schedule).
2. For any regular or probationary employee assigned to an alternative work schedule prior to January 1, 2016, a work day for purposes of holiday pay and floating holiday pay accruals shall be defined by the employee's work schedule (e.g., 9 hours for a 9/80 schedule, 10 hours for a 4/10 schedule). This provision shall sunset effective midnight on January 31, 2020.

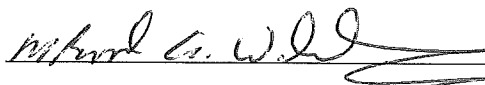
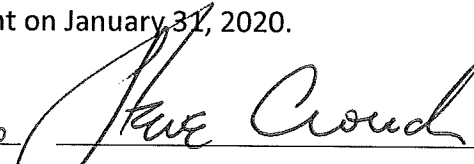
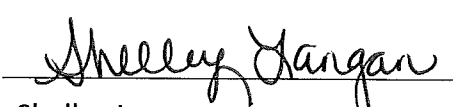
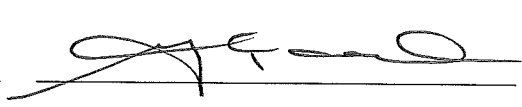
The work week for employees on a mutually agreed upon alternative work schedule shall be modified, as necessary, in order to remain in compliance with Federal and State labor regulations regarding work hours and overtime. Except as otherwise provided, an employee who occupies a regular full-time position shall work 40 hours in each work week.

The following language in Article 24 – Holidays/Holiday Pay, will be deleted and replaced with the two new paragraphs presented below:

~~When any of the above holidays fall on a normal day off for a regularly scheduled employee, regardless of his/her work schedule (e.g., 5-8s, 9/80, 4/10), an additional eight (8) hours shall be added to the employee's annual vacation leave. For purposes of this provision, any regular or probationary employee assigned prior to January 1, 2016, to a 9/80 work schedule shall have nine (9) hours credited to his/her annual vacation leave, and any regular or probationary employee assigned prior to January 1, 2016, to a 4/10 work schedule shall have 10 hours credited to his/her annual vacation leave.~~

When any of the above holidays fall on a normal day off for a regularly scheduled employee, regardless of his/her schedule (e.g., 5-8s, 9/80, 4/10), eight (8) hours shall be credited to the employee's annual vacation leave.

When any of the above holidays fall on a normal day off for a regular or probationary employee assigned to a 9/80 work schedule prior to January 1, 2016, nine (9) hours shall be credited to the employee's annual vacation leave. When any of the above holidays fall on a normal day off for a regular or probationary employee assigned to a 4/10 work schedule prior to January 1, 2016, ten (10) hours shall be credited to the employee's annual vacation leave. The provisions of this paragraph shall sunset effective midnight on January 31, 2020.

	<u>9-29-16</u>		_____
Michael A. Willhnganz	Date	Steve Crouch	Date
Director of Administrative Services		Director of Public Employees	
Placer County Water Agency		Stationary Engineers, Local 39	
	<u>09/29/16</u>		<u>10/10/14</u>
Shelley Langan	Date	Gary Winegar	Date
Human Resources Manager		Business Representative	
Placer County Water Agency		Stationary Engineers, Local 39	

Carrie Parks

Carrie Parks

Shop Steward

Stationary Engineers, Local 39

9/23/16

Date

Scott Miller

Scott Miller

Shop Steward

Stationary Engineers, Local 39

9-23-16

Date

Cody Coleman

Cody Coleman

Shop Steward

Stationary Engineers, Local 39

9/29/16

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The purpose of this Side Letter is to document a one-time exception to the agreed upon methodology for establishing salary ranges within the Water Systems Bargaining unit.

Article 9 – Compensation, of the Memorandum of Understanding (MOU) between the Placer County Water Agency (PCWA) and IUOE, Stationary Engineers, Local 39 (Local 39), identifies the agencies of comparison to be used for the purpose of salary surveys. Article 9 also identifies the methodology to be followed in the absence of market survey data. The methodology consists of maintaining internal salary relationships for classifications for which market salary survey data is unavailable. This Side Letter is a one-time exception to this agreed-upon practice.

PCWA and Local 39 have agreed to re-evaluate the salary range for the Electrician classification as used in the Drinking Water Operations Division of the Technical Services Department. Because no appropriate classification matches could be identified for the Electrician classification among the agencies of comparison traditionally used and agreed upon by Local 39 and PCWA (and as documented within the MOU), the median salary (top step in the salary range) among the following public agencies shall be used in setting the salary range for Electrician. Data collected will include both salary and pension contributions.


- | | |
|---------------------------|-------------------------------|
| ▪ City of Sacramento | ▪ Sac Suburban Water District |
| ▪ County of Sacramento | ▪ City of Davis |
| ▪ City of West Sacramento | ▪ Yuba City |

Based upon the salary survey of the agencies identified above, and an agreement with Local 39, the salary range for the Electrician classification in the Water Systems Bargaining Unit will be increased by 2.5%. The new salary range for Electrician as a result of this adjustment will be range 38.5 of the Water Systems Bargaining Unit salary schedule.

The salary range established for Electrician based upon a salary survey of the agencies identified in this Side Letter shall not serve as a benchmark or a reference point for setting or adjusting any other salary ranges within the Water Systems Bargaining Unit. Furthermore, this Side Letter shall not be precedent-setting and the practice of collecting salary data from agencies outside of the agreed-upon agencies of comparison shall not be used when setting or adjusting salary ranges for any other classification within the Water Systems Bargaining Unit.

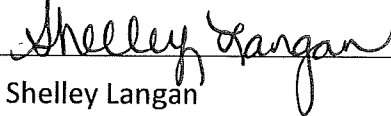
 5-25-16

Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency



Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39

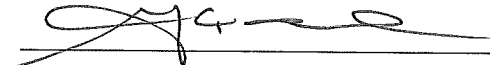
Date



Shelley Langan
Human Resources Manager
Placer County Water Agency

09/29/16

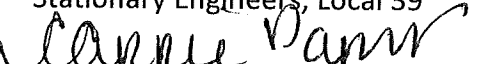
Date



Gary Winegar
Business Representative
Stationary Engineers, Local 39

10/10/16

Date



Carrie Parks
Shop Steward
Stationary Engineers, Local 39

9/23/16


Date



Scott Miller
Shop Steward
Stationary Engineers, Local 39

9-23-16

Date



Cody Coleman
Shop Steward
Stationary Engineers, Local 39

9/29/16

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The purpose of this Side Letter is to memorialize changes in certification requirements for classifications within the Canal Operator series and to make corresponding changes to the classification specifications and the compensation for these classifications.

Distribution Operator Certification

PCWA and Local 39 have agreed to amend the certification requirements and revise the classification specifications in the Canal Operator series as follows:

1. A Distribution Operator Grade 1 certification shall be required for the Canal Operator I, Canal Operator II, and Lead Canal Operator classifications.
2. A Distribution Operator Grade 2 certification, or higher level Distribution Operator certification (e.g., Grade 3), shall be desirable for the Canal Operator I, Canal Operator II, and Lead Canal Operator classifications. A 2.5% certification premium shall be paid to any employee within these classifications who possesses or acquires a Distribution Operator Grade 2 certification or a higher level Distribution Operator certification.

The certification premium for desirable Distribution Operator certifications shall be limited to 2.5%. For example, an employee who acquires a Distribution Operator Grade 2 certification and a Distribution Operator Grade 3 certification shall receive a certification premium in the amount of 2.5% not 5.0%.

Grandfather Clause

Any employee in the Canal Operator series as of January 7, 2017 who possesses either a Distribution Operator Grade 1, Distribution Operator Grade 2, or Distribution Operator Grade 3 certification shall receive the 2.5% certification premium. Any employee hired into the Canal Operator series after January 7, 2017 must possess or acquire a Distribution Operator Grade 2

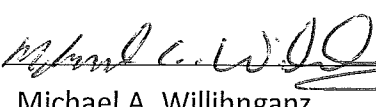
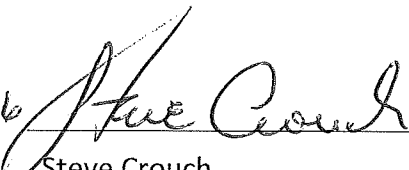
certification or higher level Distribution Operator certification (e.g., Grade 3) to be eligible for the 2.5% certification premium.

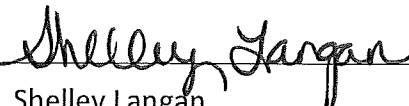

California Qualified Applicator Certification


Any employee in the Canal Operator series who had previously worked as a Brush and Weed Control Specialist at PCWA and had acquired and continues to maintain a California Qualified Applicator certificate (QAC) with endorsements in both "right-of-way" and "aquatic" shall be paid a 2.5% certification premium. This certification premium is in addition to the 2.5% premium for a Distribution Operator Grade 2 certification or higher level Distribution Operator certification (e.g., Grade 3). An employee in the Canal Operator series who has not previously worked as a Brush and Weed Control Specialist at PCWA but is hired with or acquires after hire a California Qualified Applicator certificate with endorsements in both "right-of-way" and "aquatic" shall not be eligible for the QAC 2.5% certification premium.

Salary Range Adjustment

Effective January 7, 2017, the salary range for Canal Operator II and Lead Canal Operator classifications shall be increased by 2.5%. The salary range for the Canal Operator I classification shall not be increased by 2.5%.

	<u>12-30-16</u>		<u>2/22/17</u>
Michael A. Willihnganz	Date	Steve Crouch	Date
Director of Administrative Services		Director of Public Employees	
Placer County Water Agency		Stationary Engineers, Local 39	

	<u>12/30/16</u>		<u>2/15/17</u>
Shelley Langan	Date	Gary Winegar	Date
Human Resources Manager		Business Representative	
Placer County Water Agency		Stationary Engineers, Local 39	

	<u>2/15/17</u>
Carrie Parks	Date
Shop Steward	
Stationary Engineers, Local 39	



Scott Miller

Shop Steward

Stationary Engineers, Local 39

2-15-17

Date



Cody Coleman

Shop Steward

Stationary Engineers, Local 39

2/15/17

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The undersigned hereby agree to the following with regards to the Agency's use of wireless-enabled personal safety devices to be used in the interest of personal safety for employees working alone and/or working in a hazardous environment, as described below:

1. The Agency will purchase and maintain wireless-enabled personal safety devices equipped to detect an employee's need for assistance. The devices are capable of notifying others in the event of employee falls, supporting bi-directional remote "doing ok" check-ins between the employee and other staff, issuing alerts in case of no motion detected for a period of time and requesting emergency assistance as prompted by the employee.
2. The personal safety devices will be issued to an employee working in one or more of the following instances:
 - When the employee is working alone
 - When the employee is working in a hazardous environment, defined as working at night, on stand-by, alone in a remote location, or alone during extreme weather conditions (e.g., excessive heat, high and low temperatures)
 - At the employee's request.
3. The personal safety devices will not routinely be used for typical day-to-day work activities, except as those typical work activities fall into the parameters of #2 above, and will not be used to monitor employee activities and behavior beyond what is outlined in #2 above.
4. The intent of using the personal safety devices is to ensure the safety of Agency employees as working conditions warrant.
5. The Agency shall not monitor or supervise employees while on duty through the use of the personal safety devices, except as outlined above.
6. The Agency shall not use the personal safety devices as the basis for employee disciplinary procedures.

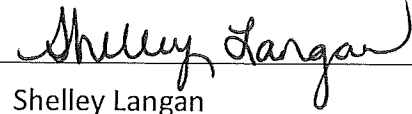
 7-3-17

Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency



Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39

7/12/17
Date



Shelley Langan
Human Resources Manager
Placer County Water Agency

7.3.17
Date



Gary Winegar
Business Representative
Stationary Engineers, Local 39

7/12/17.
Date



Christine Bonnenfant
Shop Steward
Stationary Engineers, Local 39

7/5/17
Date



Cody Coleman
Shop Steward
Stationary Engineers, Local 39

7/5/17
Date



Scott Miller
Shop Steward
Stationary Engineers, Local 39

7-6-17
Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The purpose of this Side Letter is to memorialize changes to certification requirements for the Service Worker classification and to make corresponding changes to the classification specification for this classification.

Distribution Operator Certification

PCWA and Local 39 have agreed to amend the certification requirements and revise the classification specification for Service Worker as follows:

1. A Distribution Operator Grade 3 certification shall continue to be required for Service Workers assigned to the Treated Water crew.
2. A Distribution Operator Grade 2 certification shall be required for Service Workers assigned to the Raw Water crew.
3. For salary setting/compensation activities, it is acknowledged that the D3 certification requirement for Treated Water assignments is included in base salary. Special additional certification pay for a D3 certification will not be offered/available to Service Workers working in either Raw Water or Treated Water assignments.
4. Existing certification pay provisions for Service Workers with D4 and/or D5 certifications will remain in effect.
5. Operational needs will dictate opportunities for interested Raw Water crew members to obtain D3 or higher certifications and will require reassignment to the Treated Water crew.
6. As is current practice, progression from Maintenance Worker II to Service Worker will be based on a combination of factors, including possession of the applicable required Distribution Operator certification, possession of a Class A driver's license and

supervisory judgement with regards to skill and qualifications levels and readiness to assume the higher level duties.

The undersigned so agree:

 _____ Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	<u>8-9-17</u> Date	 _____ Steve Crouch Director of Public Employees Stationary Engineers, Local 39	<u>8/29/17</u> Date
 _____ Shelley Langan Human Resources Manager Placer County Water Agency	<u>8.9.17</u> Date	 _____ Gary Winegar Business Representative Stationary Engineers, Local 39	<u>8/21/17</u> Date
		 _____ Christine Bonnenfant Shop Steward Stationary Engineers, Local 39	<u>8/9/17</u> Date
		 _____ Cody Coleman Shop Steward Stationary Engineers, Local 39	<u>8/9/17</u> Date
		 _____ Scott Miller Shop Steward Stationary Engineers, Local 39	<u>8-14-17</u> Date



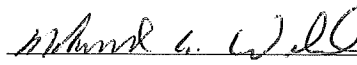

Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

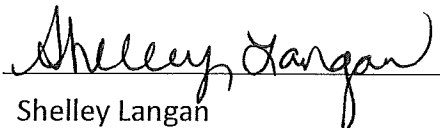
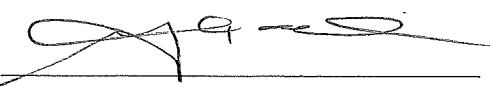
The purpose of this Side Letter is to memorialize intent for handling specific Field Services job classifications when conducting and implementing the salary survey for Water System Employees in 2020, per Article 9 of the MOU and the corresponding signed side letter, effective March 2016:

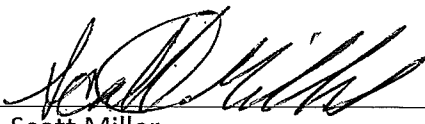
1. The Agency's Service Worker classification shall serve as the benchmark classification for the below-listed classifications.
2. Based upon market data, any required market adjustment to the Service Worker classification shall result in salary adjustments for the following classifications to maintain agreed-upon salary differentials as noted in the table below, in accordance with existing salary ranges in the Water Systems Bargaining Unit salary schedule.

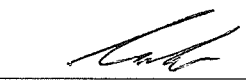
Classification	Current WSU Salary Range	Agreed-upon Salary Differential above/below Service Worker (SW) classification <i>(based upon established WSU salary ranges)</i>
<i>Service Worker</i>	<i>37.0</i>	<i>n/a</i>
Lead Worker, Treated Water Maintenance	38.0	5% above SW
Maintenance Worker II	34.5	12.5% below SW
Maintenance Worker I	31.0	30% below SW
Senior Brush and Weed Control Specialist	36.0	5% below SW
Brush and Weed Control Specialist II	35.0	10% below SW
Brush and Weed Control Specialist I	33.5	17.5% below SW
Lead Canal Operator	36.5	2.5% below SW
Canal Operator II	35.5	7.5% below SW
Canal Operator I	33.0	20% below SW

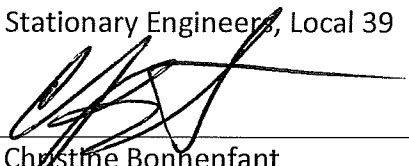
The undersigned so agree:

	<u>3-5-18</u>		<u>3-14-18</u>
Michael A. Willihnganz	Date	Steve Crouch	Date
Director of Administrative Services		Director of Public Employees	
Placer County Water Agency		Stationary Engineers, Local 39	

	<u>03/05/18</u>		<u>3/12/18.</u>
Shelley Langan	Date	Gary Winegar	Date
Human Resources Manager		Business Representative	
Placer County Water Agency		Stationary Engineers, Local 39	

	<u>3-8-18</u>
Scott Miller	Date
Shop Steward	
Stationary Engineers, Local 39	

	<u>3/8/18</u>
Cody Coleman	Date
Shop Steward	
Stationary Engineers, Local 39	

	<u>3/7/18</u>
Christine Bonnenfant	Date
Shop Steward	
Stationary Engineers, Local 39	


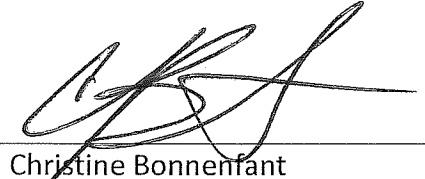


Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The purpose of this side letter is to amend the listing of authorized Tier 2 job classifications included in Article 28 – Uniforms eligible for the \$250 bi-annual footwear stipend. The following three additional job classifications will be added to the Tier 2 listing:

- Geographic Information System (GIS) Analyst I/II
- Geographic Information System (GIS) Supervisor

The undersigned so agree:

 _____ Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	<u>3-28-18</u> _____ Date	 _____ Steve Crouch Director of Public Employees Stationary Engineers, Local 39	<u>4-05-18</u> _____ Date
 _____ Shelley Langan Human Resources Manager Placer County Water Agency	<u>3/28/18</u> _____ Date	 _____ Gary Winegar Business Representative Stationary Engineers, Local 39	<u>3/29/18</u> _____ Date
		 _____ Christine Bonenfant Shop Steward Stationary Engineers, Local 39	<u>3/28/18</u> _____ Date

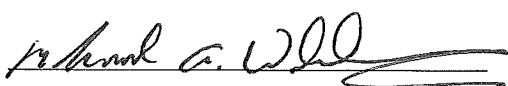

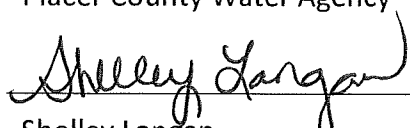
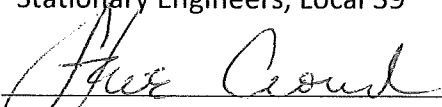


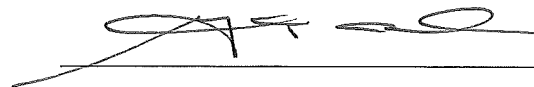
Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The following language will replace Article 29, Section B, Meal Reimbursement, Sub-point 1, effective November 24, 2018:


Article 29, Section B:

1. If an employee is required to work one and one-half (1-1/2) hours before or beyond his/her normal working day or on overtime for emergency purposes or for extended work periods of five (5) or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be entitled to one of the following options:
 - a. Reimbursement for the actual cost of a prepared meal or ready to eat food item from a restaurant/eatery/grocery-type store (dine in or carry out) for the employee's consumption. Meals shall be purchased shortly prior to (within one to two hours), during or shortly upon release (within one to two hours) from the overtime assignment. Reimbursement shall not exceed \$18.00, plus tip (not to exceed 15%) and applicable taxes. Reimbursement is contingent upon the employee providing receipts.
 - b. A \$16.00 cash payment, with no receipts required. Cash payments may be taxable to the employee.

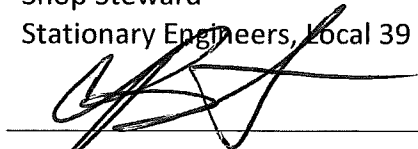
 Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	11-28-18 Date	 Bart Florence Business Manager Stationary Engineers, Local 39	12/7/18 Date
 Shelley Langan Human Resources Manager Placer County Water Agency	11/28/18 Date	 Steve Crouch Director of Public Employees Stationary Engineers, Local 39	12-7-18 Date


12/3/18
Date

Gary Winegar
Business Representative
Stationary Engineers, Local 39


11-30-18
Date

Scott Miller
Shop Steward
Stationary Engineers, Local 39


11/28/18
Date

Christine Bonnenfant
Shop Steward
Stationary Engineers, Local 39



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Water Systems Employees
2016 – 2020

The undersigned hereby agree to the following regarding the Agency's use of GPS (global positioning system) capabilities and features on Agency-issued mobile communication devices (MCDs), to include smartphones, cellular telephones, tablets, air cards and personal digital assistants, in the interest of operational efficiency, public service and Agency asset protection, as described below:

1. Agency-provided GPS-enabled MCDs will be issued to employees working in one or both of the following instances:
 - When the employee's work assignments require his/her ability to access, use and/or update Agency-sponsored GPS systems, programs, applications and data via an MCD rather than with, or in addition to, a traditional desktop computer
 - When it is necessary for an employee to be accessible via telephone, text or email for the purpose of conducting Agency business
2. For Agency-issued MCDs, the Agency will enable available GPS capabilities and features on each MCD prior to assigning the device to an employee. For those devices already assigned to employees, the Agency will work with each employee individually to enable the device's GPS capabilities and features within the next 30 days.
3. The intent of using GPS-enabled MCD features is to enhance water system reliability and efficiency, service levels for customers and protect Agency property in the event of loss or theft, as operational needs warrant.
4. The Agency shall not monitor or supervise employees while on duty and off duty through the use of GPS-enabled features on Agency-issued MCDs.
5. The Agency shall not use MCD GPS capabilities as the basis for employee disciplinary procedures.



Michael A. Willihnganz
Director of Administrative Services
Placer County Water Agency

2-26-19

Date



Bart Florence
Business Manager
Stationary Engineers, Local 39

3/2/19

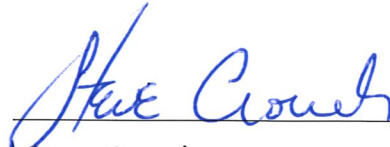
Date



Shelley Langan
Human Resources Manager
Placer County Water Agency

02/26/19

Date



Steve Crouch
Director of Public Employees
Stationary Engineers, Local 39

3-20-19

Date



Nicole Skarda
Human Resources Consultant
Placer County Water Agency

Date



Gary Winegar
Business Representative
Stationary Engineers, Local 39

3/4/19

Date



Christine Bonnenfant
Shop Steward
Stationary Engineers, Local 39

2/26/19

Date



Cody Coleman
Shop Steward
Stationary Engineers, Local 39

2/26/19

Date



Scott Miller
Shop Steward
Stationary Engineers, Local 39

2-28-19

Date