

# MEMORANDUM OF UNDERSTANDING

by and between

Burney Water District

and

United Public Employees of California, Local 792/

Burney Classified Employees Unit

October 1, 2018 – September 30, 2021

## PREAMBLE

This Memorandum of Understanding (sometimes referred to herein as the “Agreement”) is between Burney Water District, hereinafter referred to as the “District,” and United Public Employees of California, Local 792/Burney Classified Employees Unit, hereinafter referred to as the “Union”.

- A. The parties acknowledge the provisions of Chapter 10 (Section 3500, et seq.) of Division 4 of the Government Code of the State of California.
- B. This memorandum of Understanding supersedes and replaces all previous memoranda of understanding, agreements, policies, practices, procedures, and terms and conditions of employment on subjects which are covered by this Memorandum of Understanding.
- C. It is the policy of the District and the Union not to illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color, age, religion, national origin, or physical handicap.
- D. District employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of the District and its service to the public, and shall cooperate in promoting and advancing the welfare of the District and in preserving the continuity of its service to the public at all time.

## ARTICLE 1 – GENERAL CONDITIONS

- 1.01 Laws: This Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this agreement shall remain in effect.
- 1.02 Recognition: The District hereby agrees to recognize the Union as the sole and exclusive bargaining agent for the following full-time employees in the following job classifications:
  - a. Customer Services Clerk / Administrative Assistant
  - b. Field Superintendent
  - c. Office Clerk I
  - d. Office Clerk II

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- e. Pool Manager
- f. Utility Worker

- 1.03 Applicability: This Agreement shall only apply to the full-time employees in the job classifications listed in Section 1.02 of this Memorandum of Understanding.
- 1.04 Management Rights: The District retains the exclusive right to manage the business, to direct, control and schedule its operations and workforce and to make any and all decisions affecting the business, whether or not specifically mentioned herein. Such prerogatives shall include but not be limited to the sale and exclusive rights to: hire, promote, layoff, assign, transfer, suspend, discharge, and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; and in all respects carry out, in addition, the ordinary and customary functions of management except as specifically altered or modified by the express terms of this Memorandum of Understanding.
- 1.05 Access to Employees: Official representatives of the Union will be permitted access to District property to confer with District employees on matters of employer employee relations, but such representatives shall not interfere with work in progress with agreement of management.
- 1.06 Bulletin Board: The District will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business.
- 1.07 New Full-Time Employees: Whenever a new employee is hired, the District will notify the Union and schedule a meeting of up to one-half (1/2) hour within first 30 days of employment, during regular work hours to orient new employee about the obligations and benefits of Union membership and District employment. No information will be conveyed which is negative or derogatory to either the Union or the District.
- 1.08 Reductions in Workforce: If it is necessary for the District to lay off or demote employees due to lack of work, lack of funds or reorganization, the District will attempt to provide reasonable advance notice, if possible, to help prepare affected individuals. In determining which employees will be subject to layoff or demotion, the District shall consider operational and workload requirements, as well as the skills, productivity, ability, past performance, growth potential and length of service with the District of those employees involved. Whenever two (2) or more employees are considered equal in skills, productivity, ability, past performance, and growth

potential, the employee with the longest length of service shall be given preference.

- 1.09 District Vehicles for Work Related Duties: District vehicles, including but not limited to the District Manager vehicle will be made available to office staff and pool manager for work related duties as of 09/28/2012. If office staff and pool manager decline to use available District vehicles for work related duties, they may utilize their personal vehicles with District Manager's written permission, accept the primary insurance liability when using their personal vehicle for work related duties, and may submit their mileage for reimbursement at the Federal Mileage Reimbursement Rate in effect at the time of travel. Employees assigned to Standby Duty, who are required to report for work on their non-workdays, or outside their regular hours on workdays, may take the District vehicle home. A District vehicle will also be made available for employees to take home when traveling for work related reasons.
- 1.10 The Burney Water District (Employer) and Laborers Local 792 (Union) agree that the economic situation during future years of this Memorandum of Understanding (MOU) is unknown. Should either the Employer or the Union have serious concerns about any single/specific section(s) during term of any current MOU, either party can make a written statement to the other party explaining the concerns, what sections of the MOU are affected and a request to enter into discussion. After discussion, should both parties agree, only the specified section(s) can be reopened for negotiation. Any newly negotiated items shall be for the duration of the MOU and are subject to ratification by both parties. The remaining sections of the MOU will remain in effect until the next regular negotiations.

## ARTICLE 2 – DEFINITIONS

- 2.01 Employee(s): Refers to persons legally holding positions in the employ of the District.
- 2.02 Probationary Employee(s): Refers to those Employees who are within their introductory probationary period, i.e. the first 12 months of employment with the District. At the District's discretion, the introductory period may be extended for an additional period. During the probationary Employee's review period, an Employee may be discharged by the District for any reason within the law.
- 2.03 Regular Full-Time Employee(s): An individual who has satisfactorily completed the probationary period and works a minimum of 40 hours per week.
- 2.04 Temporary Employee(s): An employee hired by the District when the magnitude of work to be accomplished warrants and works up to a 40 hour week for a definite duration. Employees in this status will not receive fringe benefits provided to regular, full-time employees.

- 2.05 Part-Time Employee(s): An employee who regularly works less than 40 hours per week
- 2.06 Day: A period of time representing a normal 8 hour workday without overtime.
- 2.07 Suspension: Represents a period for which an Employee is involuntarily separated from employment on a temporary basis.
- 2.08 Position: Represents any job classification created by the District Manager.
- 2.09 Job Classification: The title, reporting structure, qualifications, duties and responsibilities for positions as determined by the District Manager.

### ARTICLE 3 - COMPENSATION

- 3.01 Salaries: The Burney Water District Wage Schedule, which shall be applicable for Employee's during the term of this Agreement, is listed in Appendix A. The effective dates of the Wage Schedule and Step Placement are listed on each wage schedule in Appendix A.
- 3.02 Pay Above Wage Schedule: Employees currently paid above wage schedule in their classification will remain at that wage until such time as future step and current wage balances, and then raises will commence.
- 3.03 Hours of Work and Overtime: The regular hours of work each day shall be consecutive except for interruptions for meal periods.
- a. A workweek is defined to consist of seven (7) consecutive calendar days, Thursday through Wednesday, and a basic workweek is normally defined to consist of five (5) consecutive workdays of eight (8) hours each. The District may modify employee work schedules from time to time as needed. Except in the event of an emergency, the District will give employees as much notice as possible of any permanent schedule change, but in any event not less than five (5) work days, unless there is mutual agreement. The basic workweek indicated above may be modified by mutual agreement of the District and the affected employees(s) in those situations where such a modification serves the interests of both the District and its employees.
- b. Pool Manager Salary period starts after the end of the first pay period in May and ends at the end of the first pay period in September (i.e. May 9, 2013 – Sept. 11, 2013, nine pay periods, 720 hours). District Manager has discretion to start Pool Manager Salary period earlier and end later than specified.

- c. All employees shall have two 10 minute break periods, one in mid-morning and one in mid-afternoon.
  - d. Alternative work schedules, such as 4/10 or 9/80, may only be implemented if mutually agreed to by Management and the Union through a side-letter agreement.
- 3.04 Work Week: The work week shall consist of seven consecutive days from 12:01 o'clock A.M. Thursday through midnight Wednesday.
- 3.05 Overtime: Overtime is defined as and shall be paid to employees for:
- a. Time worked in excess of 40 hours in a workweek.
  - b. Time worked in excess of eight hours on a scheduled workday if a five-day, eight-hour per day workweek is in effect; or,
  - c. Time worked in excess of ten hours on a scheduled workday if a four-day, ten-hour per day workweek is in effect; or,
  - d. Time worked in excess of nine hours on a scheduled work day if a nine-day, eighty hour workweek is in effect; or,
  - e. Time worked on a designated holiday shall be at regular hourly pay plus time and one-half for any hours worked, for regular employees.
- 3.06 Standby Duty: As it is necessary for the protection of the public health, safety, or welfare The Burney Water District requires an employee, during off-duty hours, be on standby duty at all times in order to perform emergency work.
- a. Maintenance employees will rotate weekly as specified by the District Manager.
  - b. Standby duty requires the assigned employee to be available and able to be reached by cell telephone and refrain from activities that may impair his/her ability to perform any assigned duties during the standby period.
  - c. The employee on standby duty will receive a rate of fifteen dollars (\$15.00) per sixteen (16) hour business day and sixty dollars (\$60.00) per weekend or holiday day.
  - d. For a week without a holiday, this amounts to one hundred and ninety-five dollars (\$195.00).
  - e. For a week with a holiday, this amounts to two hundred and forty dollars (\$240.00) and a week with two holidays, this amounts to two hundred eighty

five dollars (\$285.00).

- f. Employees assigned to Standby Duty, who are required to report for work on their non-workdays, or outside their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than two (2) hours. Notwithstanding the foregoing, however, employees shall be entitled to only one (1) two-hour (2) minimum period of compensation during each twenty-four hour calendar day, midnight to midnight. If an employee assigned Standby Duty is called out for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual overtime worked. If an employee assigned Standby Duty performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual overtime worked.
  - g. When an employee is on-call, he/she shall be provided a cell telephone, which will provide notification in the event of any emergency repair/maintenance work needed. Said cell telephone shall be kept in the on-call employee's possession during the entire on-call period. Notification of an emergency-repair or maintenance job may also be given verbally, in person or telephonically by the District Manager.
  - h. When an employee is on-call, he/she shall be free to utilize his/her time as desired, but must remain within the general Burney Water District area, going no farther than thirty (30) minutes travel time away from any District facility with the District Managers approval.
- 3.07 Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.
- 3.08 Working Out of Classification: When an Employee is assigned to working a classification with a higher starting salary for a period of time in excess of twenty (20) days, consideration shall be given to the Employee to receive the salary of the higher classification, but not less than five percent (5%) over the Employee's current salary. Other forms of suitable compensation may be negotiated between the Employee and the District Manager with Board approval.
- 3.09 Boot and Winter Coat Reimbursement: Field employees are entitled to reimbursement for the purchase of work boots and a Class III winter coat appropriate for the employee's duties and responsibilities as determined by the District Manager. Reimbursement is for the actual cost of the work boots and Class III winter coat, not to

exceed \$400.00 within each 24-month timeframe starting July 1, 2019. Reimbursement forms and receipts must be submitted before reimbursement will occur. Upon the advanced approval of the District Manager for specific items purchased, an employee may request use of the District credit card for such purchases. New employees will be entitled to a pro-rated reimbursement after successfully completing their introductory probationary period as defined in Section 2.02, (i.e. Hire date October 1, 2019. After successfully completing probation, they are eligible for reimbursement of up to \$350.00 until the last day of the 24-month timeframe which is June 30, 2021. i.e. Hire date January 1, 2021. After successfully completing probation, they are eligible for reimbursement of up to \$100.00 until the last day of the 24-month timeframe which is June 30, 2021 in addition to the reimbursement of \$400 for the successive two-year fiscal cycle, effective July 1, 2021). Employees shall wear the District provided rubber steel toed boots when loading or unloading chlorine drums.

#### ARTICLE 4 – BENEFITS

- 4.01 All eligible bargaining unit employees will participate in a group insurance plan. Detailed information of the group insurance benefits is contained in insurance booklets available for each employee.
- 4.02 Employees eligible for inclusion in the insurance plan are all full-time employees.
- 4.03 All eligible bargaining unit employees will participate in the Laborers Health and Welfare Trust Fund for Northern California. Effective the first day of the pay period beginning on February 1, 2018, the District will contribute up to \$1181.00 per month, per employee, toward the cost of the premium for group insurance coverage until February 1, 2020 when the District will increase their contribution up to \$1,260.00 and February 1, 2021 to \$1,300.00.
- 4.04 Any costs above the designated cap will be borne by the employee. Premiums borne by the employee will be deducted through a payroll deduction of equal payments each pay period.
- 4.05 Retirement: The District participates in the Public Employees Retirement System (“PERS”). All full-time non-probationary employees are eligible to participate.
- 4.06 The District is currently paying 100% of the employer’s share and 0% of the employee’s share of the PERS contributions. The District will continue to pay 100% of the employer’s share to PERS, which is currently 6.985 % for PEPR Plan employees, and 13.692 % for Classic Plan employees. The District will also pay 100% of the employer Unfunded Accrued Liability (UAL) for both PEPR and Classic Plan employees. This UAL was created to address changes in valuation due to PERS’



creation of the PEPRA Plan and the closure of the Classic Plan to new employees.

- 4.07 Each eligible employee will pay 100% of the employee's contribution to PERS. The employee's contribution will be paid by the employee through equal payroll deductions. Classic Plan employees currently pay 8% of their monthly salary, excluding overtime toward the employee's contribution to PERS. PEPRA Plan employees currently pay 6.75% of their monthly salary, excluding overtime toward the employee's contribution to PERS.
- 4.08 The District allows employees to voluntarily participate in the CalPERS Supplemental Income 457 Plan ("457 Plan"). All full-time non-probationary employees are eligible to participate. Each eligible employee will pay 100% of their contribution to the 457 Plan. The employee's contribution will be paid by the employee through payroll deductions. All administrative costs for the 457 Plan to be covered by the District.

#### ARTICLE 5 – LEAVES

- 5.01 Sick Leave Usage: Sick leave with pay may be granted in cases of bona fide illness and injury of the employee or in the event of serious illness or injury to a family member. Sick leave may also be used for medical, dental, and vision appointments of the employee and a family member, or for an employee who is a victim of a domestic violence, sexual assault, or stalking as outlined under California State Law.
- 5.02 Sick Leave: Each Regular full-time employee shall accumulate sick leave with pay, commencing with the first full month of employment. Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked with no cap on the number of sick leave hours that an employee may accumulate.
- 5.03 Family Member: The definition of "family member" shall be as defined in California State Law, which includes:

"(1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

(3) A spouse.

(4) A registered domestic partner.

(5) A grandparent.

(6) A grandchild.

(7) A sibling"

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In addition, the District recognizes father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a “legal dependent” of the employee as a family member.

5.04 Sick Leave Notification: In order to receive compensation while on sick leave, the employee shall notify the District Manager or their immediate supervisor daily prior to the time for beginning the regular work-day or as soon thereafter as practical.

5.05 Sick Leave Verification: The first one-half on an employee’s annual accruable sick leave taken in a calendar year will be treated as leave taken pursuant to California’s Paid Sick Leave law. No verification will be required for the Paid Sick Leave except for leave taken for reasons concerning victims of domestic violence, sexual assault, or stalking, in which case certification may be requested for unscheduled absences. Should a sick leave event continue beyond two (2) working days after use of such Paid Sick Leave, the District may require a note from a medical doctor or other appropriate documentation. Additional sick leave, including extended unpaid sick leave, may be granted if in the judgement of the District, additional time is justified.

5.06 Probationary Employees: After completion of the equivalent of ninety (90) days of service, each employee shall be allowed three (3) days of credit for sick leave with pay. Thereafter, for each additional calendar month of services, or the equivalent thereof, he/she shall be allowed one day of credit for sick leave with pay.

5.07 CalPERS Sick Leave Conversion: Upon retirement, an employee may convert his/her balance of sick leave as additional CalPERS retirement service credit pursuant to the provisions of the Public Employees Retirement System.

5.08 Vacation Leave: Vacation leave is a benefit granted to regular, full-time employees in all classifications. Vacation leave is defined as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employees. As such, pay in lieu of vacation time away shall not be permitted.

5.09 Vacation Accrual: Paid vacation leave shall be accrued according to the following schedule on an annual basis, calculated monthly:

	<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
a.	Less than 2 years	10 days
b.	More than 2 years, less than 5 years	15 days
c.	More than 5 years, less than 15	18 days

years

d. More than 15 years 20 days

- 5.10 Probationary employees are not immediately eligible to use paid vacation leave. After completion of the equivalent of ninety (90) days of service as a probationary employee, they will be given a credit for an amount equal to their accrued vacation leave hours and may use paid vacation leave from that point. Probationary employees absent due to illness or non-work related injury shall have their probationary period extended by a period of time equal to the length of the employee's absence.
- 5.11 Vacation leave may be accumulated or postponed. Vacation leave accrual may not exceed twice an employee's current annual entitlement unless approved by the District Manager. Once this maximum is reached, all further accrual will cease, after written notification. Vacation leave accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the two-year maximum.
- a. Once vacation leave time has accrued the employee is entitled to that vacation time with pay.
- 5.12 At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.
- 5.13 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.
- 5.14 The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.
- 5.15 Vacations may be scheduled at any time during the year upon approval of the employee's immediate supervisor and the District Manager. Employees are asked to try to plan vacation outside of business critical work schedules (i.e. meter reading, billing, audit, pool opening). Vacation time off shall be requested by the employee, in writing, by submitting a standard form provided by the District to their immediate supervisor. The request must be approved, in writing, by the employee's immediate supervisor and the District Manager before vacation time can be taken.
- a. Vacation request forms submitted by the employee to their immediate supervisor six (6) calendar months prior to the first day of vacation requested shall be notified within ten (10) business days after submitting the request form, in writing, indicating if the vacation request was approved or denied. If written notification is not given within ten (10) business days after

submitting the request form, the request shall be considered as being approved.

- b. Vacation request forms that are submitted by the employee to their immediate supervisor two (2) calendar weeks prior to the first day of vacation requested shall be notified within three (3) business days after submitting the request form, in writing, indicating if the vacation request was approved or denied. If written notification is not given within three (3) business days after submitting the request form, the request shall be considered as being approved.
- c. Vacation request forms that are not submitted by the employee to their immediate supervisor at least five (5) business days prior to the first day of vacation requested may be considered or denied at the sole discretion of the District Manager. If written notification is not returned to the employee prior to the first requested day of vacation requested, the request shall be considered as being denied.

5.16 Holidays: The following days shall be recognized and observed as paid holidays:

- a. New Year's Day;
- b. Martin Luther King, Junior's Birthday;
- c. Washington's Birthday;
- d. Memorial Day;
- e. Independence Day (observed on the Friday of Burney Basin Days);
- f. Labor Day;
- g. Columbus Day;
- h. Veteran's Day (observed on 11/12/2018, 11/11/2019, 11/11/2020, 11/11/2021);
- i. Thanksgiving Day;
- j. Day after Thanksgiving;
- k. Christmas Eve;
- l. Christmas Day;
- m. Three (3) use-or-lose Floating Holidays per calendar year. The first Floating

Holiday can be used anytime during the calendar year, but must be used on or before December 31. The second Floating Holiday can be used in the first half of the calendar year, starting on January 2, but must be used on or before June 30. The third Floating Holiday can be used in the second half of the calendar year, starting on July 1, but must be used on or before December 31. Floating Holidays are to be requested in a similar fashion to vacation, per the procedure listed in MOU Section 5.15.

- 5.17 All regular work shall be suspended and employees shall receive one-day's pay for each of the holidays listed above. An employee is not eligible for any paid holiday if he/she is on unpaid leave.
- 5.18 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- 5.19 When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.
- 5.20 If any employee works on any of the holidays listed in Section 5.16, with the exception of Floater Holidays, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1½) his/her regular rate of pay, or as otherwise specified under Section 3.03 "Hours of Work and Overtime".

## ARTICLE 6 – GRIEVANCE and ARBITRATION

### 6.01 Definitions:

- a. Grievance - a claim by an employee, group of employees or recognized employee organization of an alleged violation, misinterpretation or misapplication of any employer-employee relations resolution, any current Memorandum of Understanding (MOU), or any written Burney Water District ordinances, rules, regulation, policies or procedures relating to wages, hours or other terms and conditions of employment, excluding disciplinary matters that are applicable to an employee.
- b. Availability of Grievance and Arbitration procedure – Employees with permanent status only.
- c. Days – Working days unless specified above.
- d. Arbitration – Third party final and binding resolution process.

- e. Grievant – The aggrieved employee and/or his/her designated representative.
  - f. Grievance handling – During normal business hours.
  - g. Release time – Grievant is afforded reasonable release time to investigate, process and present grievance.
  - h. Time limits – All time limits shall be adhered to unless mutually agreed to extend in writing. If time limits are missed by grievant, the grievance is considered abandoned. If time limits are missed by the District, the grievant may move to next step or immediately to arbitration.
- 6.02 It is the desire of the Burney Water District to facilitate the equitable resolution of issues, disputes, or the alleged violations or misinterpretations of District policy, rules, regulations or provisions of the current MOU. It is the intent of this grievance procedure to afford the parties the opportunity to resolve workplace problems at the lowest possible level, and to thereby further the principles of developing more harmonious employer/employee relations.
- 6.03 This procedure shall not be construed to deprive any employee of any other procedure to resolve grievances which may be available to him/her under local, state or federal laws or regulations.
- 6.04 The District Manager shall serve as a repository for all grievances filed, regardless of the step in the procedure at which each is resolved.
- 6.05 Step 1: Within five (5) days from the event giving rise to a grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event, the grievant shall verbally discuss the grievance with his/her immediate supervisor. The grievant's immediate supervisor shall have five (5) days to respond to the grievant.
- 6.06 Step 2: If the grievant is not satisfied with the resolution proposed by the immediate supervisor, the grievant may, within five (5) days of receipt of such answer, file a formal written grievance with the District Manager. Such written grievance shall contain a statement describing the grievance, any section of Policy, rules, regulations or provisions of the current MOU that is alleged to have been violated and suggested remedy. The District Manager shall, within five (5) days, have a meeting with the grievant and/or their representative of the recognized employee organization. The District Manager will then have five (5) additional days to respond with a written answer.
- 6.07 Step 3: If the parties are unable to reach a mutually satisfactory resolution of the grievance as a result of discussions in Steps 2, or if there is a dispute as to whether or

not the grievance meets the definition of grievance under 6.01(a) hereof, the issue may be submitted to an impartial arbitrator who shall be designated by mutual agreement of grievant and the District Manager. To the extent possible, the parties shall utilize a standing arbitrator to be randomly selected from a panel of seven (7) jointly agreed to by the parties.

- a. The Union, on the employee's behalf, may invoke the arbitration step within seven (7) days of receipt of a decision at Step 2 or within seven (7) days from the date that the District missed a time limit in Step 2.
- b. Should the grievant and the District Manager fail to reach agreement on selection of the arbitrator within twenty (20) days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service (CSMCS). This request shall be submitted within five (5) days after expiration of the time allotted to reach mutual agreement on selection of an arbitrator. During the twenty (20) day period, and while waiting for the list from CSMCS, the District Manager and the Grievant shall make every effort to explore mutually acceptable resolutions to the grievance referred to arbitration. The purpose of this process is to allow both parties to avoid the time and expense of the arbitration process while pursuing mutually acceptable resolutions to grievances. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin. The parties shall immediately request available dates from the selected arbitrator, subject to CSMCS procedures. Unless the parties mutually agree otherwise; the arbitration shall then be scheduled.
- c. The District and the grievant will share the cost of arbitration on a 50/50 basis. However, each party shall bear the cost of its presentation including the preparation and post-hearing briefs, if any, provided that witnesses necessary to the presentation of the employees' case shall be granted necessary time off without loss of pay or benefits to appear at the arbitration hearing.
- d. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
- e. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of

Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section.

- f. No arbitrator shall have the power to amend or modify this memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is within the authority of the Water District Board or other legislative body or to establish any new terms or conditions of employment. The arbitrator's decision shall be limited only to the application and interpretation of the existing rule in the matter referred for consideration.

#### ARTICLE 7 – DISABILITY AND UNEMPLOYMENT

- 7.01 Supplemental Benefits for Industrial Injury: Whenever any Regular Full-Time employee who is a member of the Public Employees' Retirement System is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of the employee's duties, which comes within the application of the Worker's Compensation and Insurance Chapters of the State Labor Code, the employee shall become entitled, regardless of the employee's period of service with the District to compensation at the rate of eighty-five percent (85%) of the employee's regular salary, in lieu of temporary disability payments, if any, which would be payable under the State Labor Code, for the period of such disability but not exceeding six (6) months, or until such earlier date as the employee is retired on permanent disability pension. At the conclusion of six (6) months of receipt of supplemental benefits at the rate of eighty-five percent (85%) of regular salary, any Regular Full-Time employee who is still unable to return to work and is still receiving temporary disability indemnity payments shall become entitled to receive supplemental benefits at the rate of seventy percent (70%) of the employee's regular salary for the period of such disability but not exceeding six (6) months or until such earlier date as the employee is retired on permanent disability pension through the Public Employee's Retirement System. In consideration of this benefit, the Regular Full-Time employee shall pay over to the District any temporary or permanent disability compensation received, whether from Workers' Compensation, employee group insurance benefits or unemployment compensation benefits to which the employee may be entitled but has not yet received arising out of such disability, but such payment from the employee to the District from such sources shall not exceed in amount the supplemental benefits paid to the employee by the District in accordance with the provisions of this section. The Parties recognize abuse of the Workers' Compensation program is against the interests of the District and employees alike, and, therefore, will cooperate as appropriate to prevent abuse.



- 7.02 An employee who is absent by reason of industrial disability may be returned to work by the District and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the District. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The District may require and employee being considered for return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the District for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to fellow employees, or to the employee's own health.
- 7.03 If a third party is found to be responsible for the employee's industrial injury and the employee recovers a judgement in damages from said third party, then all supplemental benefits received as provided for in Section 7.01 not already repaid from the other sources mentioned in Section 7.01 shall be repaid to the District by the employee.
- 7.04 Vacation and sick leave shall be accrued without regard to the established limits while a Regular Full-Time employee is absent from work as a result of a job related disability and receiving the supplemental benefits to Workers' Compensation temporary disability compensation as set forth in Section 7.01. All Regular Full-Time employees who are not in a District paid status and on leave receiving Workers' Compensation temporary disability benefits shall receive group health and welfare insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of five (5) years, which includes the period in which the employee is receiving supplemental disability benefits as set forth in Section 7.01, provided the employee pays his or her share of the monthly group health and welfare insurance coverage program premium, if any. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized by such employee for compensation purposes.

#### ARTICLE 8. EXPENSES

- 8.01 Before using a personal vehicle for business purposes, employees are responsible for getting written authorization from the District Manager. Once written authorization is given and the employee uses the employee's personal automobile for District business as a direct result of employment or representation or the District, the employee will be reimbursed at the IRS mileage reimbursement rate in effect at the time of travel. The District will not, however, be responsible for any loss, damage, repairs or maintenance of personal vehicles used on District business or for business purpose.

- 8.02 Employees shall follow District Resolutions and policies on restricting employee use of District vehicles for personal purposes. Employees are personally responsible for complying with federal, state, and municipal laws on driving.
- 8.03 Whenever an employee is required to travel out of the District, the District will determine the appropriate means of travel and the travel time allowance, if any.
- 8.04 Whenever an employee travels on official District business, the employee shall receive actual lodging expenses, provided they are approved in advanced by the District. With advance District approval, optional meals or programs included as a part of the conference or meeting program shall be paid at the stated program rate.
- 8.04 Employees shall be provided a per diem amount of \$62.00 per day when traveling overnight for District business. No receipts shall be required for the per diem amount if provided in advance to an employee. When using the District credit card, employees will retain the vendor receipts. Employees shall receive the following meal allowances, including tax and tip, while traveling fifty (50) miles or more one-way on official District business two hours prior to their regular work shift, during their lunch period, or two hours after their regular work shift ends:

Dinner	\$26.00
Lunch	20.00
Breakfast	16.00

Employees will make every effort to stay within the above limits, however, with District Manager approval, when circumstances justify it, reimbursement of actual meal expenses will be made. If approval is not provided, employees will repay the overage amount.

- 8.06 With District approval and proper documentation of the expense, employees may be reimbursed for incidental expenses while on official District business for items such as:

- Registration
- Taxi, bus and other transportation fares
- Business phone calls and faxes
- Gratuities
- Parking

TERM AND SUCCESSOR AGREEMENT

This agreement shall be effective as of the 1<sup>st</sup> day of October, 2018 and shall remain in effect until September 30, 2021, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof no more than ninety (90) and not less than sixty (60) days prior to September 30 of any succeeding year.

SIGNED FOR THE DISTRICT:

Burney Water District

By: 

Date: 12/19/2019

SIGNED FOR THE UNION:

Laborers' Local 792/UPEC

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

APPENDIX A

Effective October 4, 2018

Burney Water District Wage Schedule

Classification	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly Wage	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
A.A / C.S. Clerk	\$15.45	\$16.07	\$16.71	\$17.38	\$17.73	\$18.08	\$18.44	\$18.81
Office Clerk I	\$14.35	\$14.92	\$15.52	\$16.14	\$16.46	\$16.79	\$17.13	\$17.47
Office Clerk II	\$19.87	\$20.66	\$21.49	\$22.35	\$22.80	\$23.25	\$23.72	\$24.19
Utility Worker	\$17.11	\$17.79	\$18.50	\$19.24	\$19.63	\$20.02	\$20.42	\$20.83
Field Super.	\$24.28	\$25.25	\$26.26	\$27.31	\$27.85	\$28.41	\$28.98	\$29.56

Classification	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Monthly Salary	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
Pool	\$3,060.21	\$3,182.62	\$3,309.93	\$3,442.32	\$3,511.17	\$3,581.39	\$3,653.02	\$3,726.08

\*Reflects a 3% increase from prior wage schedule.

Effective on June 27, 2019

Burney Water District Wage Schedule

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Classification</b>	Hourly Wage	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
A.A / C.S. Clerk	\$15.60	\$16.23	\$16.88	\$17.55	\$17.90	\$18.26	\$18.63	\$19.00
Office Clerk I	\$14.49	\$15.07	\$15.68	\$16.30	\$16.63	\$16.96	\$17.30	\$17.65
Office Clerk II	\$20.07	\$20.87	\$21.71	\$22.57	\$23.03	\$23.49	\$23.96	\$24.44
Utility Worker	\$17.28	\$17.97	\$18.69	\$19.44	\$19.83	\$20.22	\$20.63	\$21.04
Field Super.	\$24.52	\$25.50	\$26.52	\$27.58	\$28.14	\$28.70	\$29.27	\$29.86

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Classification</b>	Monthly Salary	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
Pool	\$3,090.81	\$3,214.44	\$3,343.02	\$3,476.74	\$3,546.28	\$3,617.20	\$3,689.55	\$3,763.34

\*Reflects a 1% increase (COLA of 1%) from prior wage schedule.

Effective on June 25, 2020

Burney Water District Wage Schedule

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Classification</b>	Hourly Wage	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
A.A / C.S. Clerk	\$15.76	\$16.39	\$17.04	\$17.72	\$18.08	\$18.44	\$18.81	\$19.18
Office Clerk I	\$14.63	\$15.22	\$15.83	\$16.46	\$16.79	\$17.13	\$17.47	\$17.82
Office Clerk II	\$20.27	\$21.08	\$21.92	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68
Utility Worker	\$17.45	\$18.15	\$18.88	\$19.63	\$20.02	\$20.43	\$20.83	\$21.25
Field Super.	\$24.77	\$25.76	\$26.79	\$27.86	\$28.41	\$28.98	\$29.56	\$30.15

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Classification</b>	Monthly Salary	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
Pool	\$3,121.72	\$3,246.59	\$3,376.45	\$3,511.51	\$3,581.74	\$3,653.37	\$3,726.44	\$3,800.97

\*Reflects a 1% increase (COLA of 1%) from prior wage schedule.

Effective on June 24, 2021

Burney Water District Wage Schedule

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Classification</b>	Hourly Wage	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
A.A / C.S. Clerk	\$15.92	\$16.55	\$17.22	\$17.91	\$18.26	\$18.63	\$19.00	\$19.38
Office Clerk I	\$14.78	\$15.37	\$15.98	\$16.62	\$16.95	\$17.29	\$17.64	\$17.99
Office Clerk II	\$20.47	\$21.29	\$22.14	\$23.03	\$23.49	\$23.96	\$24.44	\$24.93
Utility Worker	\$17.62	\$18.33	\$19.06	\$19.83	\$20.22	\$20.63	\$21.04	\$21.46
Field Super.	\$25.02	\$26.02	\$27.06	\$28.14	\$28.70	\$29.28	\$29.86	\$30.46

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Classification</b>	Monthly Salary	4% Step	4% Step	4% Step	2% Step	2% Step	2% Step	2% Step
Pool	\$3,152.94	\$3,279.05	\$3,410.22	\$3,546.63	\$3,617.56	\$3,689.91	\$3,763.71	\$3,838.98

\*Reflects a 1% increase (COLA of 1%) from prior wage schedule.