

MEMORANDUM OF UNDERSTANDING
By and Between the
Lindmore Irrigation District
And
Local Union 1245
of the International Brotherhood of Electrical Workers

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 23rd day of July 2012, by and between the designated representatives of the Lindmore Irrigation District (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as District, and the designated representatives of Local Union 1245 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Union.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency to the end that District, Union, and the general public may benefit therefrom and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of District.

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1
PREAMBLE

- 1.1 The Parties acknowledge the provisions of Chapter 10 (Section 3500 et. Seq.) Of division 4 of Title 1 of the Government Code of the State of California.
- 1.2 It is the policy of District and Union not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color of national origin, physical disability or veteran's status.

ARTICLE 2
RECOGNITION

- 2.1 The District recognizes the Union as the representative of employees of the District, with the exception of those currently classified as Office, Supervisors, Clerical and Confidential personnel.
- 2.2 The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment.
- 2.3 Official representatives of 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 without agreement with Management.

- 2.4 District will provide the Union adequate bulletin board space for purpose of posting matters relating to official Union business.
- 2.5 District will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of his membership in Union or his activity on behalf of Union, nor will the Union intimidate, restrain, coerce, or discriminate against any employee because of his non-membership of said Union.
- 2.6 Any employee, at his request, will be permitted representation by a representative of his choice. The foregoing will apply to cases such as reprimands, disciplinary actions, investigations, hearings, etc. An employee will not be required to participate without representation.

ARTICLE 3
GRIEVANCE PROCEDURE

- 3.1 Any grievance, which may arise between Union, or any of its members, and District, with respect to the interpretation or application of any of the terms of this Agreement, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual employee, and with respect to such matters as whether a dispute is a proper subject for the grievance procedure, shall be determined by the provisions of this Article.
- 3.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Shop Steward and the immediate Supervisor directly involved, who will answer within five (5) work days. This step will be taken during the working hours of the shop Steward.
- 3.3 Step Two: If a grievance is not resolved, in the initial step, the second step shall be the presentation of the grievance, in writing, by either the Shop Steward of the Union's Business Representative to the District's General Manager, who will answer, in writing, within ten (10) work days. The second step shall be taken within thirty (30) days of the date of the incident, which is the basis for the grievance.
- 3.4 Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance by the Union's Business Representative, in writing, to the Board of Directors, who will answer, in writing, within thirty (30) days. Such presentation shall include all facts pertinent to the grievance and upon written request may be supplemented by the Union's Business Representative in an appearance before the Board of Directors.
- 3.5 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to District and to have such grievance adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with this agreement.

ARTICLE 4
SAFETY

- 4.1 The Board of Directors desires to maintain a safe place of employment for District employees and to that end District management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.
- 4.2 "Tail Gate" training meetings that last approximately 15 or more minutes will be held a minimum of once per week taught by the Safety Officer on a subject approved by the General Manager of the District and attendance at these meetings by employees is mandatory.

- 4.3 Safety meetings will be held for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders for training in first aid.
- 4.4 Three (3) persons shall be on the leak crew at all times unless cave-in jacks are in place. When cave-in jacks are in place only two persons will be required on the leak repair. Additional staff may be added at the discretion of the General Manager. Any employee has the discretion to cease the operations of a job site when he/she considers that a safety risk (exposure to loss of life or limb) exists and to request approval to proceed with the operation from the General Manager.

ARTICLE 5 DISABILITY

- 5.1 Workman's Compensation: Injuries or disabilities arising out of and in the course of employment with District are and will continue to be within the application of Workman's Compensation and Insurance Chapters of the State Labor Code and the District is insured through the Special Districts Workers Compensation Authority.
- 5.2 The District shall report to the Union any industrial injury that has been reported to the District. Said notice shall be furnished to the Union at the same time the District reports the injury to its Workman's Compensation Insurance Carrier.
- 5.3 Social Security: All District employees are and will continue to be covered by the United States Social Security Act.

ARTICLE 6 EMPLOYEE STATUS

- 6.1 Employees will be designated as regular, probationary or temporary depending upon the purpose for which they are hired and their length of continuous service with the District.
- 6.2 A regular employee is defined as an employee who has six (6) months, or more, seniority with the District.
- 6.3 A probationary employee is defined as an employee for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature, as he becomes eligible, but will not be eligible for a leave of absence. Upon completion of six (6) months of continuous service with the District, a probationary employee will be given the status of a regular employee.
- 6.4 A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed the duration of the water season. A temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature, nor will he accrue seniority or leave of absence rights. If a temporary employee is reclassified to probationary or regular status, he will be credited with all continuous service in determining eligibility for such benefits that may accrue to him in his new status.

ARTICLE 7
DISTRICT RIGHTS

The rights of the District include, but are not limited to, the right:

- (a) To determine the mission or areas of responsibility or activity of its constituent departments;
- (b) To fix and determine standards of service;
- (c) To determine the procedures and standards of selection for employment;
- (d) To direct its employees;
- (e) To take disciplinary action subject to the memorandum of understanding;
- (f) To relieve any of its employees from duty because of lack of work, or for any other legitimate reason;
- (g) To maintain the efficiency of the District's operations;
- (h) To determine the methods, means and personnel by which the District's operations and functions are to be conducted and discharged;
- (i) To determine the content of job classification;
- (j) To take all necessary actions to carry out its functions in emergencies;
- (k) To exercise complete control and discretion over its organization and the manner or technology of performing its missions or functions as an Irrigation District;
- (l) To institute, change and enforce District policies and work rules. Exercise of the District of any of the foregoing shall not be construed to apply in such a way or manner to take away from the Rights of Section 3504 of the government Code.

ARTICLE 8
SENIORITY

- 8.1 Seniority is defined as the length of any employee's continuous service with the District from date of most recent hire.
- 8.2 An employee shall not attain seniority until he has completed a probationary period of six (6) months continuous service in the employ of the District during which time the individual may be terminated by the District for any reason without recourse to the grievance procedure. Upon completion of the probationary period, the employee's seniority shall date from his date of his most recent hire.
- 8.3 The continuous service and the seniority status of an employee shall be terminated upon the happenings of any of the following events:
- (a) The voluntary quitting of the employee;
 - (b) Discharge of an employee for just cause;
 - (c) Failure of the employee to report for work within five (5) days after recall to work, or notify the District within two (2) days after recall to work of his intention to report for work;
 - (d) Failure of the employee to report for work following the conclusion of an approved leave of absence;
 - (e) Continuous absence from active employment for a period equivalent to the employee's length of continuous service with the District, or one year, whichever is the lesser period.
- 8.4 Promotions – Job openings shall be filled by promotion of qualified employees who have requested such promotions. When a job becomes open, a notice will be posted on all bulletin boards informing the employees they have five (5) working days in which to apply for the job. When two or more qualified employees have applied for the same job opening, the employee with the greatest length of seniority shall prevail, provided skill; ability and physical fitness are otherwise equal. If no qualified employees are available,

as determined by the District, the District shall fill the job by hiring new qualified employees. The District Manager shall be the judge of an employee's qualifications.

- 8.5 Reduction in Force: When it becomes necessary to reduce the work force, senior employees shall be retained, provided they have necessary skill and ability to perform the required work efficiently and without training.
- 8.6 Recall from Layoff: In increasing the work force, senior employees subject to recall will be recalled from layoff and placed on available jobs provided they have the necessary ability and skill to perform the required work efficiently.

ARTICLE 9
LEAVE OF ABSENCE

- 9.1 Leave of absence may be granted to regular employees by the District's General Manager for urgent and substantial reasons, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work.
- 9.2 A leave of absence will commence on and include the first work day on which the employee is absent and terminates with and includes the work day preceding the day the employee returns to work.
- 9.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the District in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, he will be reinstated to his former position and working conditions, except that if there has been a reduction of forces or his position has been eliminated during said leave, he will be returned to the position he would be in had he not been on a leave of absence.
- 9.4 An employee's status as a regular employee will not be impaired by such leave of absence and his seniority will accrue.
- 9.5 If an employee fails to return immediately on the expiration of his leave of absence or if he accepts other employment while on leave of absence and terminate his employment with the District

ARTICLE 10
SICK LEAVE

- 10.1 Sick leave Sick leave shall be accrued for each employee at the rate of 4.00 hours per pay period.

Sick leave will be deposited into the employees accrual balance at the end of each pay period at the accrual rate. The employee will have full access to use that benefit immediately upon deposit into the accrual

Once an employee reaches a maximum accrual balance of 672 hours, the employee will no longer earn sick leave. Sick leave will resume being accrued once the balance is below the maximum at the lesser of the current rate of accrual or number of hours below 672 hours.
- 10.2 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made.

- 10.3 If a holiday which an employee is entitled to have off with pay occurs on a work day during the time an employee is absent on sick leave, he shall receive pay for holiday as such, and it shall not be counted a day of sick leave.
- 10.4 Once a year, as an incentive for employees to maintain their health, once an employee has reached 280 hours of sick time accrual balance at any time during the calendar year, the employee may convert up to forty (40) hours of sick leave accrual to vacation accrual.

ARTICLE 11 **HOLIDAYS**

- 11.1 Regular employees, except as otherwise provided herein, will be entitled to the following holidays off with pay when they fall on a workday in the basic week.
1. New Year's Day (January 1st)
 2. President's Birthday (Third Monday in February)
 3. Memorial Day (Last Monday in May)
 4. Independence Day (July 4)
 5. Labor Day (First Monday in September)
 6. Veteran's Day (November 11th)
 7. Thanksgiving Day (Fourth Thursday in November)
 8. Day after Thanksgiving (Fourth Friday in November)
 9. Christmas Day (December 25th)
 10. Two floating Holidays (scheduled one month in advance of the day to be taken)
- 11.2 When any of the above holidays falls on a Sunday, the Monday following will be observed as the holiday.
- 11.3 When any of the above holidays falls on a non-work day, either a work day in conjunction with the holiday or a work day in conjunction with the employees vacation will be observed as the holiday. The foregoing selection to be at the option of the employees.
- 11.4 If an employee is absent from work on either the work day prior to the holiday or the work day following the holiday, without permission or a bon fide reason, he will not receive pay for the holiday.
- 11.5 Time worked on a designated holiday will be paid at the rate of time and one-half in addition to normal holiday pay. All actual hours worked shall be included in determining when forty (40) hours have been worked for the purpose of computing premium pay including those already paid at one and one half rate.

ARTICLE 12 **VACATIONS**

- 12.1 Employees of the District shall be entitled to vacation with pay and will accrue such benefit as follows:
1. Employees with less than one (1) year of continuous employment - 3.34 hours per pay period.
 2. Once an employee has finished five (5) years of continuous employment – 5.00 hours per pay period.
 3. After ten years of continuous employment employees will earn an additional 0.33 hours per pay period for each year after ten years he/she remains continuously employed up to

a maximum total accrual of 6.67 hours (Total maximum accrual rate of 160 hours per year).

4. Continuous employment will not be to be broken by any District shutdown or layoff for lack of work of less than 6 months.

12.2 Except for the four- (4) days between Christmas and New Year's Day when all employees may be on vacation, vacations will be scheduled throughout the year following the anniversary date. Employees with greater seniority will be given preference over those with less seniority, in the selection of a vacation period.

12.3 Vacation scheduling leave time will be granted in accordance with workload requirements and will be subject to approval of the manager. The choice of vacation time will be determined by length of service.

12.4 Employees will be required to take a minimum of forty (40) hours of vacation per year and are encouraged to take up to their annual accrual rate. Once an employee reaches 320 hours of vacation accrued, such employees will no longer earn vacation until the balance is below 320 hours. Accruals will then be earned each pay period at the lesser of the number of hours below 320 hours or their current accrual rate.

Vacation will be deposited into the employees' accrual balance at the end of each pay period at the rate described in Article 12.1 and the employee will be 100% vested in that accrual immediately.

12.5 The District will not require an employee to take his vacation in lieu of sick leave or leave of absence on account of illness.

12.6 If a holiday which an employee is entitled to have off with pay occurs on a work day during the employee's vacation period, such employees will be entitled to an additional day of vacation and will be compensated for same.

12.7 If at the District's request, an employee is prevented from taking a vacation as scheduled, he may defer the vacation to a time acceptable to both himself and the District.

12.8 Employees whose employment with the District is terminated for any reason will, at the time of termination, receive any unused vacation period earned. Earned vacation from the employee's anniversary date to the time of termination shall be based on one-twelfth (1/12th) of his annual vacation allowance for each thirty (30) calendar days of service beyond his anniversary date.

12.9 Employees, who have reached a balance in their vacation accruals (by December 1 of that year) of 280 hours, may request to have up to 40 hours paid on the final check of that calendar year (December 31 pay date). Sick hours converted from sick time to leave shall be considered in the computation of the 280 hours.

ARTICLE 13
INCLEMENT WEATHER PRACTICE

13.1 Compensation (including overtime if earned) will be based on actual hours worked. Unless otherwise notified, employees will report to work. If inclement weather prevents them from working, the employees will be sent home with a minimum of four hours.

13.2 Temporary employees who are unable to work in the field because of inclement weather or other similar causes will be paid only for the time they work or are held by the District; except, however, that they will be paid for not less than two (2) hours.

- 13.3 District Supervisors will be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the Supervisors shall take into account such factors as:
- (a) Employee health and safety
 - (b) Undue hazards
 - (c) Operating requirements
 - (d) Service to the public
 - (e) Job-site working conditions
 - (f) Anticipated duration of time required to leave unfinished job in a safe condition
 - (g) Anticipated duration of inclement weather
 - (h) Distance from job-site to operating headquarters

ARTICLE 14
MISCELLANEOUS

- 14.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform his regular duties will be paid the difference between jury pay and regular pay.
- 14.2 A regular or probationary employee upon the death of his spouse, child, step-child, parent, foster parent, part-in-law, grandparent, grand-parent-in-law, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, or any more distant relative living in the employee' household at the time of his or her death, will be granted time off with pay for a period not exceeding three (3) consecutive work days.

ARTICLE 15
HEALTH AND WELFARE

- 15.1 The District shall provide a Group Health Insurance Plan equivalent to the Association of California Water Agency Blue Cross Medical Plan, and will continue to contribute one-hundred percent (100%) for employee portion and at least fifty percent (50%) for the dependent portion as a method of payment for dependent portion of payment for such plan.
- 15.2 The District shall provide a Group Dental Program equivalent to the Association of California Water Agencies California Dental Service (the Delta Dental Plan) Group 399, and will contribute one hundred percent (100%) method of payment for employee only for such plan.
- 15.3 The District shall provide a Group Vision Plan equivalent to the Association of California Water Agencies Vision Service Plan B (VSP), and will contribute one hundred percent (100%) method of payment for employee only for such plan. The Group Vision Plan to include one (1) eye examination per year, one (1) pair of lens per year and one (1) set of frames every two (2) years. (Amended September 1, 2003)

ARTICLE 16
RETIREMENT

- 16.1 The District shall retain retirement program now in effect (as of January 1, 2008).

ARTICLE 17
NO STRIKE – NO LOCKOUT

- 17.1 The Union and the District agree that there will be no strikes or lockouts during the term of this Agreement.

ARTICLE 18
HOURS AND SCHEDULING

- 18.1 During the non-water season, the District Manager shall establish as near as possible, a forty-hour (40) five (5) day workweek (Monday through Friday).

During the water season, employees will be scheduled to work overtime on Saturdays during the week on a rotating schedule. However, if an employee is sick and/or on vacation during that work week, vacation and/or sick time hours will be used (as appropriate) to reach forty (40) hours of pay for that work week. Under no circumstance will an employee will receive premium pay or additional compensation for working Saturday when hours worked is less than forty (40) in the work week or less than eight (8) hours in a work day.

The General Manager at his discretion may require a District wide shut down. This will likely occur each year at or around the end of December. Such time will be taken off with accrued vacation time or without pay depending on an individuals vacation time accrual balance.

- 18.2 Accordingly, regular employees will receive full time employment for each workweek employed, provided they report for duty and are capable of performing their work. This is not to be interpreted that the District does not retain the right to layoff or release employees on account of lack of work or other valid reasons.
- 18.3 Employees shall report for work at the regularly established District headquarters and should return thereto at the conclusion of the day's work, and the time spent in traveling between such headquarters and the job-site shall be considered as time worked. The regular work hours shall be 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch.
- 18.4 District may assign employees to standby awaiting emergency during the irrigation season. Such assignment shall be on a full week basis, and shall be rotated equally among employees.
- 18.5 If a standby call is received, the employee will receive in addition to the foregoing, at least one (1) hour's pay or actual time worked, whichever is greater.

ARTICLE 19
CLASSIFICATIONS AND WAGES

- 19.1 A list of the job classifications and applicable wage rates for employees covered by this Agreement are set forth in the Appendix-A, attached hereto and made a part hereof the Memorandum.

A Cost of living increase of 2.50% effective September 1, 2012 through December 31, 2013.

January 1, 2014 and January 1, 2015 a COLA indexed by the Consumer Price Index (CPI) will be used (United States Bureau of Labor Statistics for all US Cities for all Urban Consumers for all items for the average of twelve months ending September 30 before the new calendar year). Regardless of the CPI at that time, the cost of living will be capped at a maximum of 5.00% and a there will be a bottom (base) of 1.50%. It is understood that MOU negotiations for January 2016 will begin in June of 2015

ARTICLE 20
TERMS OF AGREEMENT

20.1 The terms of this MOU are to remain in full force and effect through December 31, 2015. As ratified by the Board of Directors this MOU shall be in full force and effect as of September 1st 2012.

If either party desires to amend the MOU, it shall give notice thereof to the other party at any time during the effective period of the MOU. In such an event, the two parties shall meet as soon as practicable on any proposed amendment after such notice is given

LINDMORE IRRIGATION DISTRICT

**LOCAL UNION 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO**

By _____
A. Leroy Spuhler
President – Board of Directors

By  _____
Tom Dalzell
Business Manager

Date _____

Date _____

APPENDIX A

Wage rates for the separate classification shall be as follows:

Effective September 1, 2012, through December 31, 2015

<u>CLASSIFICATION</u>	<u>GRADE</u>
Leak Foreman	12
Lead Watertender	11
Watertender	10

Entrance Level – (With no Experience)
10% lower than first range in Grade 10

MASTERGRADE AND RANGE SCHEDULE (Effective September 1, 2012)

GRADE	1	2	3	4	5	6
10	15.2942	16.1335	16.7852	17.6067	18.4728	19.3744
11	16.1335	16.7852	17.6067	18.4728	19.3744	20.3119
12	16.7852	17.6067	18.4728	19.3744	19.6662	21.2942

MASTERGRADE AND RANGE SCHEDULE (Effective January 1, 2014)

Mastergrade and Range Schedule as of the end of December 31, 2013 plus the CPI (United States Bureau of Labor Statistics for all US Cities for all Urban Consumers for all items for the average of twelve months ending September 30 before the new calendar year). Regardless of the CPI at that time, the cost of living will be capped at a maximum of 5.00% and there will be a bottom (base) of 1.50%.

MASTERGRADE AND RANGE SCHEDULE (Effective January 1, 2015)

Mastergrade and Range Schedule as of the end of December 31, 2014 plus the CPI (United States Bureau of Labor Statistics for all US Cities for all Urban Consumers for all items for the average of twelve months ending September 30 before the new calendar year). Regardless of the CPI at that time, the cost of living will be capped at a maximum of 5.00% and there will be a bottom (base) of 1.50%.

*Note:

- Hours worked in excess of forty (40) hours in a calendar work week will be paid at one and one-half (1 ½) times the current authorized hourly rates. Hours worked in excess of 8 hours in a work day will be paid at one and one-half (1 ½) times the current authorized hourly rates.