

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TRUCKEE DONNER PUBLIC UTILITY DISTRICT**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 1245**

This Memorandum of Understanding  
dated January 1, 2007, has been amended  
on the following dates:

May 1, 1967  
May 1, 1968  
May 1, 1969  
May 1, 1970  
May 1, 1971  
May 1, 1972  
May 1, 1973  
May 1, 1974  
June 1, 1975  
June 1, 1976  
December 1, 1978  
December 1, 1979  
December 1, 1980  
December 1, 1981  
January 1, 1983  
January 1, 1984  
January 1, 1985  
January 1, 1988  
January 1, 1991  
January 1, 1995  
January 1, 1996  
January 1, 2000  
January 1, 2003  
January 1, 2006  
January 1, 2007

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**TITLE 1**  
**PREAMBLE AND MANAGEMENT RIGHTS**

- 1.1 This Memorandum of Understanding (hereinafter referred to as Memorandum) entered into by the Truckee Donner Public Utility District (hereinafter referred to as the District) and Local Union 1245 of the International Brotherhood of Electrical Workers (hereinafter referred to as the Union), has as its purpose the promotion of harmonious relations, cooperation, and understanding between the District and the Union; the establishment of an equitable and peaceful procedure for resolution of differences; and agreement as to rates of pay, hours of work, and other terms and conditions of employment.
- 1.2 The welfare of the public depends upon the loyal and efficient work and service of all employed or associated with the District in any capacity; and, individually and collectively all are expected to use their influence and best efforts to protect the properties of the District and its service to the public and to cooperate in promoting and advancing the welfare of the District and in preserving the continuity of its services to the public at all times.
- 1.3 Except insofar as modified by this agreement, the management and control of the District and of the employees employed therein shall remain the sole right, responsibility and prerogative of the District.
- 1.4 The management of the work of the District, the direction of the work and the right to plan and control District operations and make and enforce reasonable work rules is reserved exclusively in the District, provided that such rights will not be inconsistent with the terms of this agreement.
- 1.5 Management rights and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this agreement.
- 1.6 There shall be no strikes, work stoppages, interruption or impeding of work. No officer or representative of the Union shall authorize, encourage, aid or condone any such activities. No employee shall participate in any such activities. The employer will not conduct a lockout against employees.
- 1.7 There shall be no discrimination, restraint or coercion against any employee because of membership in the Union.
- 1.8 The District reserves the right to reassign positions within the same classification.
- 1.9 **Disclaimer:** Headings, Titles and Subsections are descriptive subdivisions utilized to separate the Memorandum of Understanding for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of language of any section.
- 1.10 **Neutral Gender:** Any gender specific changes or eliminations made to the Memorandum of Understanding sections, effective January 1, 1991, are not intended to change the context of the language other than to neutralize the genders.

## TITLE 2 UNION SECURITY

### 2.1

**(a) Membership:** Membership in the Union or tender of Agency fees is a condition of employment. The District will refrain from pressuring any employee to not become a member of the Union. The Union and/or any employee will not pressure any other employee to become a member of the Union.

**(b) Check-off of Dues:** The District will deduct regular membership dues or agency shop service fees (per California Mediation and Conciliation Service election of April 2002), from the wages of non-management and non-confidential employees who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California. Such deductions will be made from the first payroll period of each month and will be submitted forthwith to the Financial Secretary of Local Union 1245, I.B.E.W., P. O. Box 2547 (30 Orange Tree Circle), Vacaville, California 95687. The form of check-off authorization shall be approved by the District and the Union. The Union shall indemnify, hold harmless, and defend the District, with the counsel of the District's choice, against any liability arising from any claims, demands, or other action relating to the District's deduction of agency shop service fees.

**(c) Elections to rescind agency shop requirement:** The agency shop requirement currently in effect with respect to employees covered by this MOU may be rescinded by a majority vote of all the covered employees, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 20 percent of the employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of the memorandum of understanding. Should this provision be rescinded the MOU shall revert to the modified agency provision in place immediately prior to the April 2002 election.

### 2.2

**Non-discrimination:** It is the policy of the District and the Union not to discriminate against any employee because of race, creed, color age, gender, handicap, national origin, or sexual orientation. In addition, the District will not discriminate against an employee because of membership in the Union and neither the Union nor the employees they represent will discriminate against any employee because of non-affiliation with the Union.

### 2.3

**Applicability:** The terms of this Memorandum shall apply to all hourly employees.

## TITLE 3 CONDITIONS OF EMPLOYMENT

### 3.1

**Seniority:** Seniority is defined as a regular employee's continuous length of service with the District since the most recent date of hire. An employee will not attain seniority during a probationary period but will, upon satisfactory completion of the probationary period, be granted seniority from the date of hire as a probationary employee. Seniority will be broken when (a) an employee is discharged with cause; (b) an employee voluntarily terminates employment; (c) an employee has been laid off for more than twelve (12) consecutive months; or (d) an employee does not return from a leave of absence at the required time.

### 3.2

**Probationary Period:** New regular employees will be hired on a trial basis and will be

assigned to a probationary status for a period of six (6) months. During the probationary period, an employee who is terminated by the District will not have recourse to the grievance procedure except for issues as to discrimination because of Union activities.

**3.3 Status:** Employees are designated, at the discretion of the District, as to whether their work is expected to be:

- (a) full-time and regular;
- (b) part-time and regular;
- (c) full-time and temporary;
- (d) part-time and temporary, or
- (e) seasonal employees.

**3.4 Definitions:**

**(a)** A regular position is one which has been established and is expected to last for an indefinite period.

**(b)** A temporary position is one which is utilized for a limited time not to exceed six (6) months.

**(c)** A full-time position is one having a scheduled work week of five (5) eight (8) hour periods.

**(d)** A part-time position is one having a scheduled work week with less than forty (40) hours. This could result from being regularly scheduled to work less than five (5) days in a work week or less than eight (8) hours on work days.

**(e)** A seasonal position is one which has been regularly established and is expected to be filled each year, for a portion of the year, to meet the seasonal fluctuations in the District's work load.

The District will not utilize seasonal, part-time and/or temporary positions to dilute the number of full-time regular positions.

**3.5 Part-time Regular:**

**(a)** Employees designated as part-time regular, who are normally scheduled to work twenty (20) hours or more during a work week, shall be entitled to sick leave, holidays, vacation, bereavement leave, jury duty and military training, except that the above enumerated benefits shall be accrued at a rate determined by dividing the hours per week they are normally scheduled by forty (40).

**(b)** Employees designated as part-time regular as defined above shall be entitled to the benefits described in Title 19.2, the District's rate of contribution to be determined by dividing the hours per week they are normally scheduled by forty (40). However, the employee must satisfy the eligibility requirements of any plan listed in Title 19.2.

**(c)** Part-time regular employees shall receive the same working conditions offered for full-time regular employees. Part-time regular employees shall be eligible to advance to the

next wage step upon being paid for one thousand forty (1,040) hours.

**3.6 Temporary:** Employees designated as temporary shall not be entitled to any sick leave, holidays with pay, vacation, paid leaves of absence, and any employee benefit plan. Although employees assigned to such work will receive no holiday pay, they will be paid the applicable overtime rate for work actually performed. When such employees are reassigned to work involving regular status, their seniority date will be the date on which the regular assignment commences.

**3.7 Seasonal Employee:** Employees designated as seasonal, full-time and regular or part-time and regular, shall be entitled to the same employee benefits as other full-time and regular or part-time and regular employees except that such benefits will only be in force or accrued during the period that the seasonal employee is actually working for the District. Such employee(s) shall also accrue seniority based on actual time worked and shall be entitled to bidding rights.

**3.8 Establishment of Duties and Qualifications:**

**(a)** It is recognized that the employer has the exclusive responsibility for creating and/or redesign of job classification, including the establishment of duties and qualifications required therefore.

**(b)** It is recognized by the parties to this agreement that the District may implement change to improve performance and job duties; implement new technologies to help control costs and maintain excellent customer service; and be sensitive to the needs of the bargaining unit.

In partnership, the District and the IBEW Local 1245 agree to establish a Joint Labor/Management Steering committee which is advisory in nature, for the purpose of openly and fully discussing changes in job duties, streamlining work processes, District organizational structure and new technologies.

(1) A joint benefits committee is hereby established for the purpose of reviewing medical and pension costs, issues and trends and to make non-binding recommendations for improving savings and enhancing medical and pension programs and policies. The committee will meet quarterly unless mutually agreed to meet more often if necessary.

(2) The committee consists of the Union Business Representative and three union members appointed by the Union Business Representative, and the Human Resources Administrator and three members appointed by the General Manager of the District.

**(c)** All job classifications shall be bound in a document entitled "Truckee Donner Public Utility District Job Classifications" and such document shall be made available to the Union and to each employee of the District.

**(d)** The District shall not design job qualifications so as to unreasonably limit eligibility. After the District has created a new or redesigned bargaining unit job classification, it will meet and confer with the Union over the wage for that classification.

**3.9 Work Assignments:** While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized and agreed that conditions which affect

District operations will require flexibility in work assignment to permit cross-training and to stabilize the workload among departments. It is therefore also recognized and agreed that as conditions require, management will assign, and employees will perform, within their ability, duties which may not be within the usual scope of classification responsibilities for a period not to exceed six (6) months.

**3.10 Inherent Responsibilities:** Inherent in each job classification are, but not limited to, the responsibilities to (a) occasionally perform duties within the employee's abilities of the next higher classification in order to become qualified for advancement in the event of a job vacancy; and, (b) accept overtime work in order to maintain, and/or restore, District services.

**3.11 (Deleted 1/1/06)**

**3.12 Employee Competency:** (See Title 16.2)

**3.13 Residency:** Emergency Service Response Employees (Electric and Water Department Field Classifications) may be required to reside within reasonable commute boundaries as solely determined by the District. (A reasonable commute is where you can report for work within 45 minutes of being contacted. This includes the Reno area but does not include any area west of Donner Summit. See map for guidelines.)

**3.14 Bargaining Unit Work:** Non-bargaining unit employees may perform work usually assigned to employees in IBEW 1245 bargaining unit classifications only under the following circumstances:

(a) When such assignments are not made for the deliberate purpose of reducing the number of employees performing work within bargaining unit classifications

(b) When historical assignments are recognized by the parties with respect to overlapping duties of non-bargaining unit classifications and bargaining unit classifications.

(c) Such work assignments other than as described in (a) and (b) above shall be limited to work performed in:

(1) Emergency situations.

(2) Training of employees and demonstrating work methods.

(3) Incidental assistance and de minimis assignments.

(d) The parties recognize that there are some duties of bargaining unit classifications which are quasi-supervisory. During the temporary absence of a bargaining unit employee with quasi-supervisory duties, the District may assign the quasi-supervisory duties to another bargaining unit employee without upgrade or to a non-bargaining unit classification if the duties can be performed in less than four hours in a work day.

**3.15 Temporary Upgrades**

**(1) General Rules**

(a) Except as provided in Section 3.15 (2) and Section 3.15 (3) below, the District shall be the sole judge as to who will be temporarily upgraded. When an employee governed

by this agreement is temporarily assigned to a higher classification the employee shall be paid the next higher rate applicable to the higher classification for all time actually worked; however, in no case will an employee be temporarily upgraded to the rate of a higher classification while performing in a learning capacity. Temporary upgrades will only be authorized by the department head or Superintendent, or in the absence of the department head and Superintendent by the General Manager, and such authorization shall be made in writing, except that upgrades during an emergency call-out shall be governed by Section 3.15 (1) (b).

**(b)** The Union and District recognize that a standby employee who is called out to respond to a problem is expected to exercise good judgment and may become accountable for the principal responsibilities of a higher classification without being specifically so assigned. The District shall recognize that as a temporary upgrade.

**(c)** When an employee is temporarily assigned or reassigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.

**(d)** Employees on long term upgrade assignment (defined as an upgrade assignment for more than ten (10) consecutive working days), shall have authorized time off (vacation or personal disability leave) paid at upgrade rate. If upgrade assignment is expected to last for twenty work days or less, vacation greater than one day will not be approved at the upgrade rate.

**(e)** Employees temporarily upgraded under the terms of this Section can be removed for just cause as provided for in the District Code.

**(f)** For purposes of Section 3.15, seniority shall mean classification seniority at the District.

## **(2) Temporary Upgrades Relating to an Electric Crew**

**(a)** For purposes of Section 3.15 (2) an electric crew is defined as a work crew involving any combination of Electric Foreman, Leadman, Substation Lineman, Journeyman Lineman, Apprentice Lineman and Groundman.

**(b)** Unscheduled Temporary Upgrades to Foreman of One Day or Less on an Electric Crew: Upgrades to foreman under these conditions will remain crew specific and the employee upgraded will be the most senior, qualified and available employee assigned (on crew assignment) to that crew. In the event the crew normally has a leadman the incumbent and available leadman will receive the foreman upgrade regardless of the crew or District seniority of other employees.

**(c)** Scheduled Temporary Upgrades to Foreman of More Than One Day on an Electric Crew: Upgrades to foreman will not be crew specific and will be awarded to the most senior, qualified and available employee, provided that employee is working the same work schedule as the upgraded position to be filled. In the event the crew normally has a leadman the incumbent and available leadman will receive the foreman upgrade regardless of the crew or District seniority of other employees. If the leadman is unavailable the upgrade will be assigned to the most senior, qualified and available employee with the same work schedule.

**(d) Temporary Upgrade to Leadman on Electric Service Crew:** Upgrades to Leadman on the Electric Service Crew will only occur if the Electric Service Crew is staffed with a Foreman plus two other members. In that case the senior journeyman will be upgraded to Leadman.

**(e) Upgraded employees must be working the same work schedule** (i.e. 5/8s or 9/80s or other alternate schedules as agreed to by the District and IBEW 1245) as the upgraded position to be filled.

**(f)** Said upgraded employee shall resume his normal duties and rate of pay as soon as the unavailable employee is again available for duty. The upgraded person shall be informed by the person making the upgrade assignment that the upgrade is terminated.

**(g)** District will provide a schedule for journeyman linemen level employees within the line crew to rotate between different crews. Positions higher than journeyman level will not be included in the crew rotation. A system for determining crew rotations will be established by the District and will provide reasonable notice to affected employees to accommodate scheduling of personal activities.

### **(3) Temporary Upgrades Relating to a Water Crew**

**(a)** For purposes of Section 3.15 (3) a water crew is defined as a work crew involving any combination of Water Foreman, Leadman, Water Service Technician, Water Service Technician-in-Training, and Helper.

**(b) Temporary Upgrades to Foreman on a Water Crew:** Upgrades to foreman under these conditions will remain crew specific and the employee upgraded will be the Leadman. If the Leadman is unavailable the upgrade will go to the most senior, qualified and available Water Service Technician assigned (on crew assignment) to that crew.

**(c) Unscheduled Temporary Upgrades to Leadman of One Day or Less on the Water Distribution Crew:** Upgrades to leadman under these conditions will remain crew specific and the employee upgraded will be the most senior, qualified and available Water Service Technician assigned (on crew assignment) to that crew.

**(d) Scheduled Temporary Upgrade to Leadman of More Than One Day on the Water Distribution Crew:** Upgrades to Leadman on the Water Distribution Crew under these conditions will be for training purposes only and will be equalized as much as practical among all Water Service Technicians.

**(4)** Letters of Agreements dated 12/28/04 and 3/7/05 shall be removed from the MOU.

## **TITLE 4 WORKING HOURS**

### **4.1 Definitions:**

**(a) Calendar Work Week:** The calendar work week and the payroll period shall be the same. These periods will begin at 00:00 AM on Saturday and end at 24:00 PM Friday.

**(b) Scheduled Work Week:** Five (5) consecutive eight (8) hour scheduled work periods and two (2) designated days off, within a calendar work week, will constitute a normal scheduled work week.

**(c) Work Day:** Twenty-four (24) consecutive hours beginning at midnight and ending at midnight the following day, will constitute the normal work day.

**(d) Work Period:** Eight (8) regularly scheduled hours during a work day will constitute the normal work period.

**(e)** The District and Union by mutual agreement may establish work schedules commonly known as four tens, five and four nines and/or other flexible schedules. The establishment of such alternate work schedules may apply to individuals or groups of employees, and not necessarily to all employees of the District or all employees in a department. Said work schedules may also apply to certain time frames or seasons, and not necessarily to the entire work year. Any agreement to establish such alternate work schedule may be terminated by Union or District, by giving five working days notice to the other party, thereby returning to the normal work schedule as set forth in this MOU.

**4.2 Scheduling Work Periods:** The District will meet and confer with the Union with respect to changes in work period scheduling. The existing work schedules are:

**(a)** 7:30 AM to 4:00 PM – Monday through Friday for Support Services, Electric and Water Field Crews, with a thirty (30) minute lunch period.

**(b)** 8:00 AM to 4:30 PM – Monday through Friday for Buyer/Clerk with a thirty (30) minute lunch period.

**(c)** 7:00 AM to 4:00 PM – Monday through Friday for the Accounting/Computer Operations Supervisor, with a sixty (60) minute lunch period.

**(d)** 8:00 AM to 5:00 PM – Monday through Friday for Customer Services, Credit and Collections, Billing, Finance and Administration, with a sixty (60) minute lunch period.

**(e)** 8:00 AM to 4:30 PM Monday through Friday for the Meter Reader/Service Tech/Collector and Meter Reader Coordinator, with a thirty minute lunch period.

**(f)** Exceptions to the above schedule may be accomplished on a temporary basis (not to exceed ten (10) working days) if agreeable to the supervisor and the employees involved.

**4.3 Hours for Mechanic:** (Deleted 1991)

**4.4 Hours for Senior Clerk in Finance Department:** (Deleted 1991)

**4.5 Hours for Building and Grounds Maintenance Position:** (Deleted 1991)

**4.6 Enabler:** Notwithstanding any provision contained herein, any schedule of days and/or hours of work may be established by written agreement between the Union and the District. Additionally, the District and individual employees may agree upon additional schedules of work hours provided (1) the schedule change is temporary or of a defined duration, and (2) the District promptly notifies the Union of the schedule.

## TITLE 5 STANDBY

- 5.1 Scheduled Work Days:** The standby period for a scheduled work day will be fifteen and one-half (15 1/2) hours extending from 4:00 p.m. to 7:30 a.m. the next day. When an employee is assigned to standby on a scheduled work day, such employee will be paid three (3) hours at the straight time rate of pay for each fifteen and one-half (15 1/2) hour period or any portion thereof.
- 5.2 Scheduled Days Off:** The standby period for a scheduled day off will be twenty-four (24) hours extending from 7:30 A.M. on the scheduled day off to 7:30 A.M. the next day. When an employee is assigned to standby on a scheduled day off, including recognized holidays, such employee will be paid five (5) hours at the straight time rate of pay for each twenty-four (24) hour period or any portion thereof.
- 5.3 Availability:** Although employees are not required to standby at home, they must remain in the District, or within paging/electronic communication distance, and make all necessary arrangements to enable them to report for work within forty five (45) minutes of the first contact by means of telephone and/or pager.
- 5.4 Overtime:**
- (a)** When an employee is assigned to standby and is called out to work during the standby period, said employee shall be paid a rate equal to twice the straight time rate of pay in addition to standby pay. When an employee is on standby and is able to respond to a problem simply by conveying information over the telephone, and does not need to respond to the scene of the problem, said employee shall be entitled to receive fifteen minutes of pay at the rate of two times the straight time rate of pay.
- (b)** Notwithstanding any provision contained herein, an employee shall be entitled to fifteen (15) minutes at the appropriate overtime rate when responding to telephone service inquiries from the answering service/customer. This provision applies only to situations in which a problem is resolved by telephone; it does not entitle employees to automatically include an additional 15 minutes in all overtime call-outs. Furthermore, this provision does not entitle employees to receive more than 15 minutes pay for more than one phone call handled in a consecutive 15-minute period.
- (c) Overtime (standby)**  
The District may place a standby employee on a rest period when after a discussion with the District, shop steward or if a steward is not available a foreman, and the effected standby employee, it is determined by the District that the standby employee has worked enough hours that a rest is needed. While the standby employee is on a rest period, standby shall be assigned to another employee. Both employees will be paid the standby rate rounded up to a full day at the applicable standby rate.
- (1)** Standby employees may request a determination by the District for assignment to a rest period.

## TITLE 6 OVERTIME

- 6.1 General:** Except as otherwise provided below, all scheduled hours worked of eight (8) or less in a work day, or forty (40) or less in a work week, will be paid at the straight time rate. There will be no duplication or pyramiding of hours in the computation of pay (i.e., the payment of overtime for any hour excludes that hour from payment on any other basis).
- 6.2 Definition:** Overtime will be computed to the nearest one-half (1/2) hour and is defined as follows:
- (a) Time worked in excess of forty (40) hours in a work week.
  - (b) Time worked in excess of eight (8) hours on a scheduled work day.
  - (c) Time worked on a non-work day.
  - (d) Time worked on a holiday.
  - (e) Except for part-time employees, time worked outside of regular hours in a work day.
- 6.3 Call-outs:** If an employee is called out outside the employee's regularly scheduled hours and works less than two (2) hours, the employee will receive not less than two (2) hours' pay, to be compensated at the applicable overtime rate, for each such call-out; provided the employee has finished the first call-out and has returned home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time, it will be considered as a single call-out.
- 6.4 Overtime Distribution:** There will be equal opportunity for overtime among qualified and available employees in each department.
- 6.5 Basic Overtime Rates:**
- (a) Except as otherwise provided below, overtime compensation will mean a rate of pay equivalent to one and one-half (1 1/2) times the regular straight-time rate of pay.
  - (b) Employees will be paid overtime compensation at the rate of pay equivalent to two (2) times the regular straight-time rate for all time worked in excess of twelve (12) consecutive hours.
  - (c) Employees will be paid overtime compensation at the rate of pay equivalent to two (2) times the regular straight-time rate for all time worked between 11:00 PM and 6:00 AM. Additionally, employees will be paid overtime compensation at the rate of pay equivalent to two times the regular straight time rate for all call out overtime worked.
  - (d) Employees will be paid overtime compensation at the rate of pay equivalent to two (2) times the regular straight-time rate for all time worked on Sundays and holidays. (Amended 11/30/98)
  - (e) Employees may elect to accrue and use up to thirty-two (32) hours per calendar year of compensatory time off. Such time shall accrue as hour for hour worked and remainder of overtime compensation shall be paid at the appropriate rate. Employees with accrued compensatory time off will be cashed out at the end of each calendar year.

Example: 8 hours worked at the "double time rate" = 8 hours comp time and 8 hour straight time pay. 8 hours worked at the "time and one half rate" = 8 hours comp time and 4 hours straight time pay. All compensatory time taken must have prior approval by management. Compensatory time off will not be

approved if overtime must be worked to cover it.

**(f)** Employees with less than ten (10) years of service may elect to accrue and use an additional sixteen (16) hours of compensation time in addition to the comptime provided for in Section 16.5 (e). After the employee reaches the ten (10) year anniversary date he/she will not longer accrue comptime under this section.

**(g)** Notwithstanding any other provision contained herein, when an employee travels to or from a site for purposes of attending training or a conference, and said travel is occurring outside the employee's normal work hours, said employee shall be compensated at the straight time rate of pay not to exceed four (4) hours on a calendar day.

## **6.6 Rest Periods:**

**(a)** Any employee who has worked sixteen (16) hours in any consecutive 24 hour period will be entitled to a rest period of nine (9) consecutive hours.

**(b)** Should a rest period extend into an employee's regular work hours the employee may be required to report for work at the end of the rest period for the remainder of that regular work period. The employee will, in such event, be paid the straight-time rate of pay for that portion of the nine (9) hour rest period which overlaps the employee's regular work period.

**(c)** If, when an employee is eligible for a rest period, the District requires the employee to continue work into the regular work period, the employee will be paid at two (2) times the regular straight-time rate for all hours worked until the employee is given a rest period of nine (9) consecutive hours.

**(d)** If an employee becomes eligible for a rest period and is called back to work during the nine (9) hour rest period, the employee will be paid at two (2) times the regular straight-time rate for all hours worked until said employee has been relieved from duty for at least nine (9) consecutive hours.

## **TITLE 7 HOLIDAYS**

**7.1 Recognized Holidays:** Following are the recognized paid holidays for all regular employees:

New Years Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	Employee's birthday

**(a)** The Christmas Eve holiday shall be observed on the work day immediately prior to the date of observing the Christmas Day holiday. **(b)** The Employee's Birthday holiday shall be observed on a date chosen by the employee within a time period of five (5) days prior to or

five (5) days subsequent to the employee's birth date.

- 7.2 Holidays falling on a Saturday or Sunday:** When any of the allowed holidays fall on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the following Monday will be observed.
- 7.3 Eligibility:** If an employee takes off any of the days observed by the District as a holiday and is absent without pay and/or authorization on the work day either immediately preceding or following such day observed by the District as a holiday, such employee will not receive holiday pay.

## **TITLE 8 EXPENSES**

- 8.1 Transportation:** At the discretion of the District, transportation will be furnished all employees in the performance of their duties as prescribed. When, however, an employee is asked to use personal means of transportation for District business, employee will be reimbursed at the then current tax exempt mileage rate established by the IRS, but in no event less than \$1.00 per day.

**8.2 Meals:**

**(a)** If the District requires an employee to perform work on a work day and such work begins two hours but not less than forty-five minutes prior to the employee's regular starting time, it will provide the employee with a meal. In the event such work continues into the employee's regular work hours, the District shall also provide the employee's lunch.

**(b)** If the District requires an employee to perform work on a work day for two (2) hours or more beyond regular quitting time, it will provide a meal. Thereafter, meals will be provided at intervals of four (4) hours for the duration of said work (so long as such work continues). It is understood that work efforts sometimes continue past the time a meal is due. Meals and the time to eat them will be provided upon completion of the work effort. Notwithstanding any other provision of this agreement allowing the rounding of time to the nearest one-half hour, for purposes of this subsection, no rounding will result in qualification for a meal.

**(c)** If the District calls out an employee to work on a non-work day or after being released on a work day, it shall provide a meal allowance every four (4) hours while such work continues.

**(d)** If overtime work has been pre-scheduled by the end of the previous work day, meal allowances shall be provided as set forth in Section (a) and (b) above.

**(e)** The meal allowance is twenty (20) dollars for all meals (excluding tax and tip). Employees shall be billed for any cost exceeding the approved amounts. If such billings are not paid by the employee within thirty (30) calendar days after receipt of said billings, the District shall have the right to deduct such amounts from the employee's paycheck.

**(f)** The time necessary to consume any such meal up to one half (1/2) hour will be considered as work time.

**(g)** If an employee who is entitled to meals at the District's expense does not accept any such meal, the District will, nevertheless, allow the employee one half (1/2) hour with pay in

addition to the appropriate allowance for such meal.

**(h)** On call employees will be issued a credit card to be used for overtime meals earned. The District will set the card limits and parameters for use of these cards and has the right to revoke any credit card at any time. Employees will report usage as instructed by the District.

**(l) On-Call Meal Interruption Benefit:**

An employee who is called-out shall be eligible for the meal interruption benefit as defined below:

- 1) The benefit applies only to unscheduled call outs.
- 2) The on-call employee will not be paid for ½ hour to eat the meal
- 3) The meal periods and benefit amount for purpose of the meal interruption benefit are defined as:

7:00 to 7:30 AM,	\$20.00
12:00 to 12:30 PM,	\$20.00
6:00 to 6:30 PM,	\$20.00 (See Title 8.2e)
- 4) This benefit applies only to call outs less than four hours in length.
- 5) This provision can be terminated by the District or by Local 1245 upon giving forty-eight hour notice to the other party.

This benefit does not set the meal period for any time period other than the call out period.

**8.3 Telephone Expense:** District shall provide communications line and services as needed/required for on-call employees who are required to use computer systems from their homes. District will reimburse employees for all installation cost of said line up to \$100.00 and monthly service costs up to \$16.00.

District will reimburse on-call employees for actual costs incurred for work related long distance expenses.

**8.4 Moving Expense Reimbursement** - New employees who have been recruited by the District and are required to move their place of residence as a result of accepting employment with the District shall be reimbursed for qualified moving related expenses subject to the following guidelines.

**(a)** The amount of reimbursement shall not exceed eighty (80) hours of straight time wage. Eligible expenses shall be limited to documented costs for relocation of furniture, household and personal items and transportation costs associated with moving the employee and family members at the then current IRS mileage rate. Costs associated with the sale or purchase of a home, lodging, meals, temporary storage of personal items, or costs that are not directly necessitated by the move will not be included in the costs subject to reimbursement. Reimbursement is only available if the employee would have to commute at least 50 extra miles from his or her former residence to get to the new job. The General Manager will make final decisions regarding the appropriateness of expenses for reimbursement.

**(b)** To be eligible for moving expense reimbursement, employees are required to agree to the following pay back agreement in the event that their term of employment is less than one year.

<b>Length of Employment</b>	<b>Amount to be repaid by employee</b>
0 – 11 months	100%
12 – 24 months	75%
2+ years	0%

## **TITLE 9 LEAVE OF ABSENCE - UNPAID AND PAID**

- 9.1 Personal Leave:** An unpaid leave of absence will be granted to a regular employee for urgent substantial personal reasons provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. Such leave will not be granted if the purpose for which it is requested may lead to the employee's resignation.
- 9.2 Military Leave:** A regular employee who leaves employment with the District to enter the military service or other service where re-employment rights are protected by law will be granted a "leave of absence" without pay.
- 9.3 Unpaid Medical Leave:** The District General Manager may grant regular employees an unpaid medical leave of absence after the expiration of paid disability leaves as provided in Title 12, and after expiration of all accumulated vacation. The District may, in its discretion, require satisfactory written medical evidence of personal illness prior to granting such leave, and during such leave the District may require satisfactory written medical evidence of continuing disability, at regular intervals. The cost of obtaining the medical evidence shall be borne by the employee. If an employee has accumulated greater than four (4) months of paid personal disability leave and/or vacation leave, then the employee may use all accumulated personal disability leave and vacation leave. Otherwise, in no event shall an employee's use of paid personal disability leave, vacation time, and unpaid medical leave extend more than four (4) months, unless the District General Manager determines to grant additional unpaid medical leave, and the General Manager shall do so only in unusual cases involving exceptionally compelling medical circumstances, when it appears clear that the inconvenience and expense caused by the employee's continued absence will be outweighed by the benefit of the employee's eventual return to work. Any grant of unpaid medical leave shall be in writing and shall specify the ending date of such leave. Failure of the employee to return to work at the end of unpaid medical leave shall be grounds for discipline, including discharge.
- 9.4 Bereavement Leave:** Regular employees will be granted three (3) days bereavement leave with pay in the event of a death in their immediate families or to a member of the employee's immediate household at the time of death. Immediate family consists of an employee's or employee's spouse's or registered domestic partner's mother, father, brother, sister, son, daughter, step-child, half-brother, half-sister, foster parent or grandparent. In addition, such leave may be extended to cover the employee's step-parent, foster child, or grandchild.
- 9.5 Jury Duty:** A regular employee will be paid straight time salary if a leave of absence is occasioned by a call to jury duty or by a subpoena to appear as a witness in administrative,

civil or criminal cases, unless the employee's testimony is against the District's interest; however, any pay in excess of \$5.00 received as a juror, except mileage expense, will be paid directly to the District by the employee.

**9.6 Military Training:** For a maximum period of two weeks in any one calendar year, the District will make up the difference between normal salary and regular military and longevity pay when a regular employee is on active duty for training with any of the military services, the Coast Guard, or National Guard.

**9.7 General Provisions:**

**(a)** Except as provided for in (b) below, a regular employee's status, including any seniority accrual, as a regular employee will not be impaired by an authorized leave of absence.

**(b)** While on an unpaid leave of absence, an employee will not be eligible for personal disability leave pay, holiday pay, vacation pay or items of a similar nature. If an employee is in a non-pay status for the major portion of the work days in a month, such employee shall not accrue paid leave nor be entitled to insurance coverage unless the employee pays the premiums therefore in a timely manner.

**(c)** Persons on an unpaid leave of absence for greater than one month shall not advance in pay steps until said employee has worked the number of hours equivalent to the time set forth in the pay step intervals.

**TITLE 10  
VACATION**

**10.1 Eligibility:** Full-time regular employees who have satisfactorily completed six (6) months of continuous service will accrue vacation leave from the most recent date of hire.

**10.2 Rates of Accrual:**

<b>Rates of Accrual</b>	<b>Number of Days Per Year</b>
(a) For the first five years of continuous service	10
(b) After completing five years of continuous service	15
(c) After completing ten years of continuous service	20
(d) After completing 15 years of continuous service	21
(e) After completing 20 years of continuous service	22
(f) After completing 23 years of continuous service	23
(g) After completing 24 years of continuous service	24
(h) After completing 25 years of continuous service	25
(i) After completing 30 years of continuous service	30

This provision is contingent on District-wide application. Any enhancements or improvements shall apply District wide. This application shall pertain solely to Title 10.2 and

shall not be precedent setting.

(1) New employees that are hired as full-time and regular will be given forty (40) hours of vacation leave at the start of employment, in addition to the regular vacation leave accrual per section 10.2.

- 10.3 Consecutive Days:** All vacations will be taken on consecutive days, in no less than weekly increments, unless otherwise agreed to by the District and the employee.
- 10.4 Termination:** Any employee who leaves District employment before taking the employee's regular scheduled vacation will be entitled to receive full pay for any accrued vacation.
- 10.5 Vacation Scheduling:** Vacation leave may be scheduled by mutual agreement between management and employees. A sign-up sheet shall be posted in the District offices from November 15 to December 15 of each year. During this time, employees may designate their choice of vacation periods for the twelve-month period beginning on January 1 of each year. Whenever possible, the conflicting or overlapping employee vacations which are listed on the sign-up sheet from November 15 to December 15 shall be resolved on the basis of seniority. If, during the November 15 to December 15 timeframe, any employees fail to designate their choice of vacation time, then the scheduling of their vacation shall be based, not on seniority, but on a first-come-first-served basis.
- 10.6 Carryover:** An employee may forego their vacation for two years and carry it over to the following third year provided the District gives its written approval in advance. In no event will an employee defer all or any portion of an annual vacation leave longer than two years unless the employee is unable to take such vacation by reason of industrial injury.
- 10.7 Part-time Regular Employees:** (Deleted 1991)
- 10.8 Retirement Bonus:** (Moved to Title 19.2[g][3])

## TITLE 11 SAFETY

- 11.1 Tools:** The District will furnish all hand tools and any specialized safety devices necessary to perform an employee's assigned duties. Every effort will be made by the employee to maintain them in good condition because an employee's safety is dependent upon the employee's equipment.
- a)** In lieu of providing boots and specialized clothing, the District will issue an annual check in the amount of \$425 to each employee currently assigned to positions that have traditionally received such items.

(1) In the event the District reassigns any employee to perform duties which require boots and/or specialized clothing and that employee has not received the benefit as described in Section 11.1(a), the District will provide all necessary boots and/or specialized clothing.

(2) The clothing allowance for any employee designated by the District, as a backup Meter Reader shall be \$425 for the year said employee was designated as such. For each successive year with this designation the backup Meter Reader shall receive \$212.50. If in any year the backup Meter Reader receives more than 1040 hours of

upgrade to Meter Reader the clothing allowance for that year shall be \$425.

b) When the District is required to provide safety glasses to any employee and the employee requires prescription lenses in his or her safety glasses, the cost of the exam used to determine the prescription shall be limited and part of the benefit set forth in section 19.2(I).

**11.2 Safety Meetings:** Safety meetings will be prepared and conducted during the course of regular working hours by a person designated by management. Approximately two (2) regular working hours each month will be allowed for this purpose.

**11.3 Safety Responsibilities:** The District will make reasonable provisions for the safety of employees in the performance of their work. Employees will jointly cooperate in promoting the responsibility of the individual employee with regard to the prevention of accidents.

**11.4 Safety Committee:** The safety rules of the state having jurisdiction shall be observed by the parties hereto. It is recognized that the employer has the exclusive responsibility for providing a safe and healthful work place. To assist the employer in maintaining an effective and continuing safety program, a permanent joint safety committee shall be established, consisting of two (2) members appointed by the Union and two (2) members appointed by the District Manager. The safety committee shall be granted four (4) hours per month to meet during normal business hours to conduct its business. Every six (6) months it will conduct a walk-around safety inspection of District premises and will recommend, in writing to the Manager, any corrective measures it deems necessary. It is understood that such committee shall serve in an advisory capacity only and will in no way assume any responsibility for the safe operation of the District.

(a) If an electric foreman is responsible for supervising more than four electric line crew not counting the foreman, then a second foreman will be assigned to the crew. If a second foreman is not available, an additional employee shall be upgraded to electric foreman.

**11.5 Safety Rules:** The District reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules.

**11.6 Rubber Gloving**

Rubber gloving shall be implemented provided the following terms are satisfied:

- 1) Union approved safety manual in place before implementation.
- 2) Rubber glove increase retroactive to 1/1/06: 6.50%
- 3) Crew involved in work agrees unanimously to use rubber gloving procedures.
- 4) Rubber glove effected employees vote on rubber glove clause separately.
- 5) Included classifications:
  - a. Foreman
  - b. Substation lineman
  - c. Leadman
  - d. Lineman
  - e. Apprentice lineman

**TITLE 12  
PERSONAL DISABILITY LEAVE & INDUSTRIAL DISABILITY LEAVE**

**12.1 Definition of Personal Disability Leave:** Personal Disability Leave means an authorized paid leave of absence which is granted to an employee who has actually become incapacitated and who is, thereby, unable to perform employee's regular duties and responsibilities. Such inability will have resulted from (1) personal illness or accident; or, (2) pregnancy. Personal Disability Leave is not applicable to industrial disability (otherwise provided for below) except to the extent of supplementing industrial disability leave up to 100% of an employee's regular straight-time earnings. Such application will be at the employee's option. Employees may use their Personal Disability Leave, up to a maximum of six (6) days in a calendar year, for paternity purposes, to tend to an ill spouse or registered domestic partner, child, or parent. Employees can accumulate unused family sick leave not to exceed six (6) days.

**12.2 Eligibility and Accrual:** Full-time regular employees will accrue unlimited personal disability leave from the date of hire at the rate of one (1) day per month for each month the employee remains in a pay status (12 days per year maximum). When an employee no longer is being compensated during the major portion of any month by regular pay, paid vacation, or any other form of paid leave, the employee no longer will accrue leave credit.

**(a) Personal Disability Leave Incentive Plan:** If you have low personal disability leave use, you can exchange personal disability leave for its cash equivalent according to the following schedule. Eligible employees are permanent full-time employees who work a full payroll year. The credit is granted after year end according to the following schedule:

<b>Prior Year's Personal Disability Leave Usage</b>	<b>Personal Disability Leave Credit Conversion</b>
Zero (0) days	Two (2) days
One (1) day	One (1) day, four (4) hours
Two (2) days or less	One (1) day
Three (3) days or less	Four (4) hours

**12.3 Evidence of Disability:** The District may require satisfactory evidence of any disability before leave will be granted. For any disability leave in excess of five (5) working days, the District may require satisfactory written medical evidence of continuing disability, at regular intervals.

**12.4 Abuse of Disability Leave:** If the District believes that an employee may be abusing the disability leave provisions, the District shall counsel said employee regarding its concern. If the employee continues to use disability leave in a manner that concerns the District, the District may place the employee on disability leave probation, as described in Section 12.5. In determining whether an employee has abused the disability leave provisions, the District shall not consider any conduct prior to January 1, 1985; nor shall the District consider any conduct that occurred more than two (2) years prior to the time at which the District is investigating possible abuse by an employee. If a grievance is filed by an employee in response to counseling regarding abuse of disability leave, the District shall not place the employee on Disability Leave Probation until Step 3 of the grievance procedure (Title 14) has been completed.

**12.5 Disability Leave Probation:** Disability Leave Probation shall extend for whatever period of time determined by the District, up to 180 calendar days. An employee on Disability Leave Probation may be required to provide to the District, at the employee's expense, satisfactory

written medical evidence for every day or portion of a day on disability leave. Failure to promptly provide such written evidence shall be grounds for discipline, including discharge.

**12.6 Holidays:** If a holiday falls on a work day within the disability leave period of an employee who is entitled to paid holidays, it will not be included in the leave. Nothing within this Title will be interpreted to entitle an employee to disability leave while on vacation or layoff.

**12.7 Industrial Disabilities:**

**(a)** When an employee is absent by reason of disability which falls within the application of the Workers Compensation Chapters of the State of California Labor Code, employee will be entitled to Industrial Disability Leave for the duration of such temporary disability. Such benefits will begin with the first day of absence following the day of the disability. The combined amount of industrial disability and Workers Compensation benefits payable for each day of absence will not exceed 85% of each employee's basic daily wage.

**(b)** An employee who is absent by reason of industrial disability may be returned to work and given temporary light duties within his/her ability to perform. The duration of any such period of temporary work shall be determined by District. Employee shall be compensated at the rate of their regular classifications while engaged in such temporary duties.

**(c)** An employee who is absent by reason of non-industrial disability may be returned to work and given temporary light duties within his/her ability to perform. The duration of any such period of temporary work shall be determined by District. Employees shall be compensated at the rate of pay of the classifications to which he/she is temporarily assigned.

**12.8 Limitations:** The total benefits to be paid for any combination of Personal Disability Leave and Industrial Disability Leave will not exceed 100% of normal straight-time earnings less any benefits due from Workers Compensation, State Disability Insurance, Social Security Disability provisions, and/or any other benefit program to which the District contributes.

**12.9 Return to Work:** Prior to return to work, the District, in its discretion, may require a physical release stating the employee is physically able to perform employee's job duties following any absence in excess of five (5) days because of illness or injury.

**12.10 Use of Personal Disability Leave:** When an employee is on personal disability leave employee does not need to use all vacation leave when sick leave runs out. Employee can leave five (5) days of vacation leave on the books and go on leave without pay, subject to the provisions of Title 9.3.

## **TITLE 13 RIGHT TO REPRESENTATION**

**13.1 Right to Representative:** If District management conducts an investigatory interview with an employee and a significant purpose of the interview is to obtain facts to support discipline that is probable or that is being seriously considered, then if the employee requests, employee shall be entitled to have a Union representative present during such investigatory interview. Upon request by an employee, District management shall either permit a Union representative to be present or discontinue the investigatory interview. This right shall not apply to situations in which the employee is merely given instructions, training, correction of

work techniques, a warning, or when discipline is imposed without the employee being questioned by District management in order to obtain facts to support discipline of the employee. This Section 13.1 is intended to be a restatement of current State law, and is not intended to enlarge the rights granted by current State law.

## **TITLE 14 GRIEVANCE PROCEDURE**

**14.1 Definition:** A grievance is defined as meaning any dispute regarding the application of the following:

(a) The terms of this Memorandum of Understanding.

(b) The discharge, demotion, or discipline of an individual employee.

(c) This procedure does not apply to instances of dissatisfaction by employees over their wage rates once such rates have been established by action of the District's Board of Directors following the meet and confer process. (Subsection reformatted 1991)

**14.2 Representation:** In initiating and prosecuting a grievance, any individual employee shall have the right to present grievances to the District and to have such grievance adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with the terms of this Memorandum of Understanding, provided that Union's Business Representative shall be given an opportunity to be present at such adjustment, and provided, further, that grievances settled by individual employees without representation by Union Officials shall not bind the Union to an interpretation of this Memorandum of Understanding.

**14.3 Time Limits:** The time limits specified below may be extended for a reasonable period of time to a definite date and time by the mutual consent of the involved parties. The party requesting the time extension shall make such request in writing and submit for consideration. Time extensions will be valid only with signed approval from both parties. The failure by the involved employee to meet any specified applicable time limit will constitute a withdrawal of the grievance. The failure by the involved employer representative to meet any specified applicable time limit will entitle the involved employee to take the next step in the grievance procedure.

**14.4 Grievance Procedure Steps:**

**Step 1:** The employee, and/or an employee organization official if desired by the employee, shall discuss the issue with the immediate supervisor.

**Step 2:** The employee, or an employee organization official if desired by the employee, shall reduce the issue to writing and refer the matter to the General Manager of the District within 20 working days after the facts or circumstances giving rise to the grievance are available to the employee, or in the case of disciplinary action against the employee, within ten (10) working days after (1) the employee is given written notice of the discipline, or (2) a written determination is made after a pre-disciplinary review, whichever date is later in time. The written grievance shall state the facts, identify the provisions of the MOU alleged to have been violated, and state the desired remedy. If necessary to resolve the issue, either party may request that an informal meeting be held in order to gather pertinent information. If the dispute is resolved, it shall be reduced to writing and jointly executed by the parties. If the dispute is not resolved within ten (10) working days after the General Manager's receipt of referral, then the employee shall immediately proceed to the next step.

**Step 3:** The employee, or an employee organization official if desired by the employee, shall, within fifteen (15) days of the General Manager's receipt of the referral in Step 2, refer the issue, in writing, to the District's Board of Directors. The Board shall respond, in writing, within ten (10) working days after its next regularly scheduled Board meeting.

**Step 4:** The employee, or an employee organization official if desired by the employee, shall refer the issue to Advisory Arbitration within twenty (20) working days after receipt of the District's response in the foregoing step. The parties shall cooperate in the prompt appointment of an Advisory Arbitrator. If the parties fail to agree upon the Advisory Arbitrator, either party, upon written request to the other, may request the Federal Mediation and Conciliation Service to provide the parties a panel of seven (7) Arbitrators. Upon receipt of such panel the parties will proceed promptly to select an Advisory Arbitrator by alternately striking one name from the panel. The last remaining shall serve as the Advisory Arbitrator. The Advisory Arbitrator shall make a written recommendation to the Board of Directors with respect to the issue submitted for arbitration. The Board of Directors shall issue a final written decision within ten (10) days of the receipt of the recommendation. The cost of Arbitration shall be equally borne by the District and the referring party, except each party shall assume the cost of their presentations.

The following rules shall apply at the arbitration: Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross-examine opposing witnesses on any relevant matter even though the matter was not covered in the direct examination. If the employee does not testify in employee's own behalf, employee may be called and cross-examined. The hearing shall not be conducted according to technical evidence rules. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of its admissibility in civil actions. Hearsay evidence, otherwise inadmissible in civil actions, may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

**Note:** An employee disputing a penalty of a suspension without pay in excess of five (5) days pay during a twelve (12) month period, or a discharge shall forego Step 1 and 2 of this procedure.

## **TITLE 15 LAYOFF AND DEMOTION PROCEDURE**

**15.1 Contract Work:** Nothing contained herein will be construed as limiting the right of the District to determine the methods of its operation, the amount of production, the number of employees in total or in specific classifications of work. However, the District agrees that in no case will it lay off employees as the result of work contracted.

**15.2 Notice:** When it becomes necessary to lay off employees due to lack of work, the District will give employees concerned as much notice as possible except in the case of temporary employees where no notice is required.

**15.3 Layoff and Rehire:**

**(a)** When it becomes necessary to reduce the work force, senior employees will be retained provided they have the necessary skill and ability to perform the required work as evidenced

by passing a job related test and further provided they can perform the work efficiently at the completion of the three (3) month probation/orientation period.

**(b)** Employees may displace junior employees in another classification, provided the requirements in (a) above are met, prior to being laid off. Any employee displaced out of a classification may, in turn, also exercise the foregoing option. In no event may an employee displace another employee with more seniority.

**(c)** The District shall make a reasonable effort to notify employees on layoff of all job vacancies which occur within twelve (12) months following layoff. Consideration for rehire shall be in order of District seniority.

**(d)** Employees rehired in the twelve (12) month period will be reinstated with all benefits for which they previously qualified except in the case of a temporary employee where no rehire status is necessary.

Enabler: Both the District and the Union recognize that there will arise situations with respect to employees displaced by new technologies or revisions of operational procedures; therefore, by written agreement between the District and the Union, special provisions may be substituted for the provisions of this procedure.

**15.4 Journeyman:** Journeymen, linemen and line working foremen who are reassigned to apprentice work will retain journeyman status.

## **TITLE 16 EMPLOYMENT STANDARDS AND JOB VACANCIES**

**16.1 Preamble:** The District shall determine the work to be accomplished in providing services to the customers of the District, and may set written standards of reasonable performance. The District retains the right to organize and direct the work and to determine job descriptions.

**16.2 Employee Competency:** The District is the judge as to competency and fitness of prospective employees for promotion or transfer, and of the satisfactory performance of work by any employee.

**16.3 Consideration:**

**(a)** In determining qualifications of an employee or prospective employee for appointment, transfer, promotion, or demotion, the District may employ such oral, written or practical tests provided any test used shall be job performance related. To the extent that the District chooses to use written testing to determine qualifications for employment, and recognizing that job related tests are difficult to prepare with current District staff, the District shall use mutually agreed upon third party testing services to the extent practical. Notwithstanding the foregoing, other tests may be utilized by agreement between the District and the Union.

**(b)** In filling vacancies, the District shall consider the appointment of employees based on the following qualifications. The list of qualifications shall be weighted as indicated.

**(1)** The documented quality of the employee's total performance in his/her current job as

- determined by the "Job Descriptions by Objectives" evaluation process. (30 points)
- (2) His/her experience in similar or related work. (30 points)
  - (3) His/her background of education and training in similar or related work. (20 points)
  - (4) The results of the job related test. (20 points)

Where the District determines the above qualifications are relatively equal, seniority shall govern.

- 16.4 Notice of Vacancy:** When (a) new positions are created; (b) additional positions are created; (c) temporary positions are reclassified as regular; (d) or any vacancy occurs other than a temporary position as defined in Section 3.4 (b) of the MOU, the District shall notify each employee of the positions available. Such notice shall set forth the number of vacancies, the classifications, the job descriptions, the qualifications required, tests required, the rate of pay and the closing date for receipt of applications. Clerical positions shall be posted identifying the Department in which the vacancy occurs. Any employee as defined in Section 3.4 (a) (c) and (d) may apply for consideration in the filling of such vacancies and the District shall accept for consideration any application received prior to 4:30 PM on the closing date. Employees will have at least forty-eight (48) hours excluding Saturdays, Sundays and holidays in which to apply. Further, the District will make a good faith effort to contact vacationing employees or employees on leave through friends, family or acquaintances so that they can make application(s) for open positions.
- 16.5 Employee Appointments:** Regular employees who are appointed to fill vacancies shall be placed on probation/initial orientation in the new position for a period of three (3) months. At any time during this period either the employee or the District may terminate the appointment. Employees in a probationary/initial orientation status are ineligible to bid other vacancies.
- 16.6 Terminated by Employee:** If the appointment is terminated by the employee, the employee may, if qualified, fill the vacancy created by the coincidental promotion of another employee or in the alternative shall be either: (1) returned to employee's previous classification and wage rate provided that a vacancy exists; (2) transferred to some other classification mutually satisfactory to both the employee and the District provided a vacancy exists; or, (3) laid off with rehire rights as provided for in Section 15.3.
- 16.7 Terminated for Unsatisfactory Performance:** If the appointment is terminated because of unsatisfactory performance, the same considerations as provided for in Subsection 16.6 will apply. In lieu of layoff, the employee may, if qualified, elect to follow the demotion procedure set forth in Title 15.3(b).
- 16.8 Position Eliminated:** If the appointment is terminated because the position is eliminated, the employee's status will be determined by employee's seniority and qualifications as provided for in Title 15, Section 15.3.
- 16.9 Notice of Filling:**
- (a) If the District receives no applicants for a job posting, the District will, within five (5) working days, post a notice to that effect on the District bulletin boards.
  - (b) The District shall appoint the successful applicant to the posted position within twenty (20) working days following the completion of the selection process as provided in Section

16.3(a). Notice of the appointment, including the name of the appointee, shall be posted on the District bulletin boards at that time.

(c) The Union Business Representative and Shop Steward(s) shall be promptly notified of any employee who is bypassed and the related reasons.

**16.10 Employee Development Program**

(a) There will be established an employee development program, the goal of which is to assist employees to become highly competent in their current positions and to provide guidance to them in choosing training to become qualified to move into new positions and vacant positions which become available at the District.

(b) With respect to positions held by current District employees, the District will provide training to the incumbent employee in order to maintain and improve performance and to integrate preferred technologies and work processes into District operations.

(c) The District may, at its discretion, provide cross training to employees who are located within lateral or lower positions as described in Exhibit B. The purpose of cross training is to provide back-up support for employees so that District functions are continued during periods of employee absence or during peak periods of need.

(d) The District shall prepare for each position a description of the training that would enhance the skills and ability of an employee desiring appointment to that position at a future time. Employees are encouraged to successfully complete training at their own time and expense in order to be better prepared for positions they may be interested in applying for in the future.

(e) It is recognized that on-the-job training and temporary upgrades are integral and unavoidable aspects of performing routine District functions and result in an employee having knowledge beyond his or her job classification. This knowledge and experience is valuable to the District and may be considered in Section 16.3(b)2.

(f) The guidelines for District reimbursed expenses are as listed in the table below. All expenses are to be pre-approved by the District as to cost, category and schedule.

Guidelines	Books/Material	Registration	Test Fees	Travel	Wages	6.5 (g)
District Required	Yes	Yes	Yes	Yes	Yes	Yes
Job Related / Not Required	Yes	Yes	Yes	No	No	No
Natural Progression	Yes	Yes	Yes	No	No	No
Not Natural Progression	No	No	No	No	No	No
Conferences	Yes	Yes	Yes	Yes	Yes	Yes

(g) The District will reimburse employees for books and tuition for Spanish language classes. To qualify for reimbursement, the class must be a class that grades and the employee must achieve a grade of "B" or better.

**TITLE 17  
TERMINATION**

- 17.1 General:** It is expressly understood that the District retains the right to terminate any employee for unsatisfactory performance or other serious cause. The specific reason(s) for such termination will be given in writing within 48 hours of the time of such termination.
- 17.2 Termination Examples:** Reasons for termination may include, but will not be limited to, the following:
- (a) Failure to perform work in an efficient, workmanlike manner.
  - (b) Insubordination.
  - (c) Absence without authorization or just cause.
  - (d) Failure to effectively cooperate with supervisors and/or fellow employees in matters pertaining to District operations.
  - (e) Insobriety on the job.
  - (f) Dishonesty.

## **TITLE 18 INCLEMENT WEATHER PRACTICE**

- 18.1 General:** Employees who are unable to work in the field because of inclement weather or other similar causes will receive pay for the full day provided they have reported for duty. However, they may be held pending emergency calls and may be given first aid, safety, or other instructions. In addition, they may be required to perform miscellaneous work in warehouses or other sheltered locations. Temporary employees under the same conditions will receive pay for the time worked or held on District property or when ordered to standby. They will not be paid in any event for less than four (4) hours.
- 18.2 Determination of Weather Conditions:** Management will determine weather conditions that warrant cessation of outside work. In arriving at a decision, the following will be taken into account:
- (a) Employee safety.
  - (b) Operating requirements.
  - (c) Undue hazards.
  - (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.
  - (i) Any other pertinent factors which, in management's opinion, should be taken into account in reaching a decision relative to stopping or continuing work.

## **TITLE 19 EMPLOYEE BENEFIT PROGRAM**

**19.1 General:** While this Memorandum is in effect, the District will not alter the overall level of service or benefits of any of the programs identified below unless otherwise agreed by the Union.

**19.2 Contributions:**

**(a) Group Medical Insurance Plan Including Drug Card Program:** The District will pay 100% of the premiums for employees and dependents. The NRECA Preferred Provider Organization (PPO) plan agreed upon includes a \$2,000/\$4,000 out of pocket annual maximum for Out-of-Network charges, a \$400/\$800/\$1200 deductible, utilization review/cost containment SHARE features, medical management provisions, generic drugs at \$10.00, brand name drugs at \$15.00, mail service prescription drug program (co-payments for brand name mail order prescriptions at \$20.00, generic mail order prescriptions at \$10.00). The prescription card plan is the MAC A.

**(b)** The District will immediately notify the Union of any notice of proposed changes provided from NRECA. District and Union agree to meet and discuss the impacts of said changes to determine appropriate course of action.

**(c)** District will reimburse employee and dependents for the first day medical management deductibles and the District will cover the 1% claims processing fee. The District will continue to fund medical insurance at the same level as their normal employment status up to thirteen (13) weeks of disability.

**(d) Cost Containment/Wellness Committee:** During the course of bargaining, District and Union recognized a need to further expand the awareness of the rising health care costs. It was agreed to establish a Joint Cost Containment/Education/Wellness Committee consisting of the Joint Negotiating Team Members to evaluate alternative concepts or items perceived to be within the scope of cost containment as they may become available during the term of the Memorandum of Understanding. This Joint Health Committee will study any cost savings potential and communicate their ideas to the respective employees in order to preserve this benefit.

**(e) NRECA Group Life Insurance Plan:** The District will furnish "term insurance" equal to three (3) times the annual straight time wage for each employee. Additional life insurance may be purchased in accordance with the provider's requirements at the employee's expense.

**(f) NRECA Long-term Disability Plan:** The District will furnish long-term disability coverage of a monthly benefit equal to 66 2/3% of the employee's monthly straight time salary, up to a maximum monthly benefit of \$10,000 after the thirteen (13) week elimination period. Employee can use sick leave and vacation accruals in any combination to push pay to 100% of normal wage (less SDI), during the first 13 weeks. After 13 weeks, when LTD begins, employee can use sick leave and vacation accruals in any combination of pay and cash to push pay to 100% and/or continue medical insurance on current plan.

**(g) Retirement Plan:**

- 1) The District will provide and maintain membership in the California Public Retirement System (CalPERS) with all the optional benefits adopted 8-24-04.
  - a) Section 21353      2% @ 60 full supplemental or modified formula for local miscellaneous members.
  - b) Section 20938      Limit prior service to members employed on contract date.
  - c) Section 21024      Military service credit as public service.
  - d) Section 21536      Local system service credit included in basic death benefit.

- e) Section 21540.5 Special death benefit for local miscellaneous members.
- f) Section 20965 Credit for unused sick leave.
- g) Section 21548 Pre-retirement optional settlement 2 Death Benefit
- h) Section 21022 Public service credit for periods of layoff.
- i) Section 21023.5 Public service credit for Peace Corps or Americorps
- j) Section 21027 Military service credit for retired persons.

- 2) After the unfunded liability or Amortized Bases is paid off, the employees will have an option to continue to pay the 3% employee contribution and convert to the 2% @ 55 Plan or discontinue the 3% employee contribution and stay on the 2% @ 60 Plan. The District will provide to employees in their annual Benefits Summary the current CalPERS unfunded liability actuarial.
- 3) Employees that were enrolled in the prior pension plan (pre 8-24-04 – known as the Richardson Defined Benefit Plan) before membership with CalPERS, have a pre-retirement death benefit. If an employee dies prior to retirement, the District will pay to his or her beneficiaries, the amount of the unfunded liability (as of 8-24-04) from the prior plan plus interest (6% per annum). Each employee’s unfunded liability amount has been recorded and maintained in their personnel file.
- 4) The District will provide a 401(a) or 457 plan with employer match of 100% up to 3% of employee’s wage.

**(h) Personal Disability Leave Sell Back:** After an employee has accumulated 600 hours of sick leave, the employee can sell back to the District sick leave over 600 hours at a rate of 50% of base pay.

**(i) Vision Plan:** The District will provide as follows:

The District will provide an annual benefit up to \$400.00 per covered employee, registered domestic partner or dependent. The benefit will be to cover the expenses of examination, lenses, frames or contact lenses when recommended by a physician or optometrist.

**(j) NRECA Group Dental:** The District will furnish the NRECA R&C 80 Dental Plan. This plan will pay 100% of the reasonable and customary charges for preventive and diagnostic services and 80% of the reasonable and customary charges for basic services. There is no deductible. The plan will also pay 50% of the reasonable and customary charges incurred for major services; however, each covered individual must first satisfy a \$50 annual deductible (the first \$50 of reasonable and customary charges incurred for major dental services during a calendar year). This plan will not pay more than \$2,000 per person in a calendar year for all preventive, diagnostic, basic and major services received. (No orthodontic benefits are included in this plan.

**(k) Post Retirement Medical and Dental Benefits:**

**(1)** The plan is the same as the current employees' medical plan except for a \$500 deductible per person compared to a \$400 deductible per person for employees. It is based on the ElectREcomp medical plan with \$500 deductible per person.

Years of Service	Percent of Premium Paid by District
10	50%
11	55%

12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

District will pay the same percentages listed above of the retiree and dependent medical and dental premiums beginning at the retiree's age 60 for future retired employees based on years and months of service at Truckee Donner. If a person retires earlier than age 60 the benefit will be reduced by 2% per year reduction in the benefit paid by the employer. For example, a person retiring at age 58 with 19 years of service would have 91% of the retiree and dependent premiums paid by the District.

(2) The benefit paid by the District is capped as listed below:

	Monthly Caps
Individual only	\$475
Spouse only	\$475
Child(ren) only	\$475
Spouse & child(ren) only	\$725
Medicare Rate	\$375

If the premiums increase above the monthly cap, the retiree will pay the difference between the new premium and their percent of benefit established upon retirement multiplied by the cap. *Example: A person retiring at age 58 with 19 years of service would have 91% of the retiree and dependent premiums paid by the District. If initially the premium for individual only was \$340, the retiree would pay  $340 - (91\% \times \$340) = \$30.60$ . If the premium increases to \$500 while the cap is \$475, the retiree would pay  $500 - (91\% \times \$475) = \$67.75$ .*

- (3) Retiree cannot leave the plan and then come back. Once time is broken on the plan, the employee or retiree cannot come back on the medical plan.
- (4) If the retiree is paying for part of the medical coverage it will be done through an electronic fund transfer from the retiree's account on a monthly basis.
- (5) When the retiree is eligible for Medicare, it is mandatory that the retiree enroll for that coverage.
- (6) If the District changes the plan or coverages through the collective bargaining process, those will apply to retirees also.
- (7) The vision benefit will remain the same without any monthly caps

**19.3 Longevity:**

(a) **Schedule:** In recognition of an employee's years of service completed by December 31 of any year, the following annual longevity compensation schedule will be recognized:

<b>UPON COMPLETION OF YEARS OF</b>	<b>AMOUNT OF COMPENSATION</b>
------------------------------------	-------------------------------

**SERVICE**

5 years	\$250
6 years	\$270
7 years	\$290
8 years	\$310
9 years	\$330
10 years	\$350
11 years	\$370
12 years	\$390
13 years	\$410
14 years	\$430
15 years	\$450
16 years	\$470
17 years	\$490
18 years	\$510
19 years	\$530
20 years	\$550
21 years	\$570
22 years	\$590
23 years	\$610
24 years	\$630
25 years	\$650
etc.	etc.

After completion of five (5) years of service employees will receive \$250. Continuing years of service shall qualify for a \$20 per year addition to this figure for the entire term of employment.

**(b) Payment:** Longevity payments will be made as soon as possible after the first pay period, but not later than the last day of January of the calendar year for those employees who are eligible.

**(c) Governing Date:** The date from which the employee was employed full time (regular and continuous employment) shall be the governing date.

**19.4 Continuing Negotiations:** During the term of the Memorandum, the District and the Union agree to meet periodically for the purpose of discussing a program of cost containment and maintenance of benefit levels concerning the benefits listed in Sections 19.1 and 19.2

**19.5 Tools:**

**a) Allowance:** Notwithstanding the provisions of Section 11.1 of the agreement, automotive mechanics are required to provide their own set of hand tools and boxes necessary to perform their jobs. The District will provide to the mechanics an allowance up to \$700 per annum, payable upon presentation of approved invoices, for lost, misplaced, damaged or worn tools through normal wear or new tools which may be available to enhance the performance of their job. Hand tools acquired by the mechanics using this allowance will remain the property of the mechanic.

**b) Insurance:** No provision in Section 19.5.1 is intended to negate the District's responsibility to furnish: 1) air tools, 2) specialty tools, and 3) shop equipment necessary for the mechanic to perform his duties. In the event the mechanic has any of the above three types of tools or equipment and agrees to use them while employed by the District, the

District, in lieu of purchasing said equipment, agrees to insure or self-insure and replace said equipment for wear, misplacement, damage or loss, on an item for item basis.

Notwithstanding the above, the District reserves the right to limit the tools provided by the mechanic on the District premises.

**c) Replacement:** The District will replace all tools and equipment mentioned in Sections 19.5.1 and 19.5.2 if they are lost or destroyed through a catastrophic event.

**d) Inventory:** The mechanic will be required to provide an annual inventory covering all of the tools in 19.5.1 and 19.5.2 within 30 days of the District's request. Any additions to the tool inventory must receive prior approval from the District's general manager. A copy of the invoice will be provided to the general manager once the tool has been purchased.

## TITLE 20 CLASSIFICATIONS AND WAGE RATES

The use of masculine or feminine genders or classifications herein will be construed as including both genders and not as limitations

**20.1 Pay Period:** District employees shall be paid bi-weekly.

**20.2 Wage Range Placement:**

**(a)** Employees moving into a classification having a higher wage range than their current classification shall be placed in the wage step closest to, but not lower than, their current wage rate.

**(b)** Employees moving because of lack of work or health reasons into a classification having a lower wage range than their current classification shall be placed in the wage step closest to, but not higher than, their current wage rate. For reasons other than provided for in the foregoing, employees will be placed in the wage step commensurate with applicable skills, knowledge and abilities.

**20.3 Time Intervals:** Step progression, as specified, represents the expected rate of advancement. A step increase may be withheld if an employee is not making satisfactory progress; in such event, the employee will be advised in writing as to the basis for denial.

**20.4 General Wage Increase:** Wage schedule for 2007 and 2008 (Exhibit A) retroactive to January 1, 2007.

**2009:** COLA floor 3%, ceiling of 4% tied to CPI-W. COLA will be determined based on an average of twelve (12) months from August 2007 to and including July 2008.

**20.5 Position Reclassification:** If the District reclassifies a position to a lower paying position, the incumbent employee's wage shall be frozen until such time as the lower wage catches up to the frozen wage. From that point on, the incumbent employee shall benefit from any general wage adjustments that are negotiated.

**20.6 Incentive for Water Certification:** Employees within the water department (above the Tech in Training level) will receive \$300.00 per year per certification above what is required within their job description, limited to Water Department personnel only, two certificates per employee. This applies only to state treatment, distribution and cross connection specialist

certifications. Paid in a lump sum in January each year.

## TITLE 21 TERMS OF AGREEMENT

- 21.1 (a) Entire Agreement:** This Memorandum of Understanding constitutes the sole, entire and existing agreement between the parties. It expresses all obligations and restrictions imposed on each of the respective parties during the term of the agreement and supersedes all prior agreements and understandings, expressed or implied, between the District and the Union or its members. However, the above will not in any manner preclude the meeting and conferring on any issues mutually selected for discussion by the parties.

This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

**(b) Successor Clause:** This agreement is binding upon any successor in interest, whether by merger, acquisition, consolidation or reorganization and upon any entity which acquires title to any property or facility covered by this agreement whether by sale, transfer or contribution to partnership or joint venture. Any agreement for a sale, transfer or contribution of any such property or facility or agreement for merger or acquisition of the interest of the District in any such property or facility shall include an express assumption of this agreement. The District shall provide the Union with notice in writing prior to the close of any sale, acquisition, merger, consolidation, reorganization, transfer or contribution covered by this provision, which shall include a copy of the assumption of this agreement to be contained in any such agreement for sale, acquisition, merger, consolidation, reorganization, transfer or contribution of any facility or property covered by this agreement.

- 21.2 Term:** Unless otherwise specified, the MOU shall continue in full force and effect until the last day of December, 2009, and thereafter from year to year unless written notice of change or termination shall be given by either party to the other during the period of September 1 to October 31, prior to the expiration date above or the expiration date of any year thereafter, in which event the parties will commence discussion of any proposed amendments as soon as practicable after such notice has been given. During the period of discussion, and until such time as any agreement is reached or impasse is reached, the status quo will be maintained. If, after good faith negotiation, the District and Union reach an impasse then either party may contact the State Mediation and Conciliation Service to assist in reaching final agreement.

- 21.3 Conflict of Law:** Any provision of this MOU which may be in conflict with any governing law, governing regulation, or governing executive order, shall be suspended and inoperative to the extent of and for the duration of such conflict. The balance of the MOU, however, shall remain in full force and effect. Whenever any provision of this MOU is effected as set forth above, either party may, by giving thirty (30) days written notice to the other, open negotiations on the subject of the affected provisions.

**TRUCKEE DONNER PUBLIC UTILITY  
DISTRICT**

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tim F. Taylor  
President, Board of Directors

\_\_\_\_\_  
Tom Dalzell  
IBEW Business Manager

\_\_\_\_\_  
Peter L. Holzmeister  
General Manager