



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

Board of Directors: Beverly Fickes - Chair,
Chuck Jones, Vice Chair
Directors – Irwin Fust, Terry Lincoln, Scott McVay

General Manager: Paul Kelley

SPECIAL MEETING: February 8th 2023 at 6:00PM: District Office Board Room

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. OPEN TIME/PUBLIC COMMENT: Pursuant to Gov. code S54950, persons wishing to address the Board of Directors on matters not listed on the agenda should notify the Secretary prior to the start of the meeting. To speak at this time and for any item listed on the agenda – raise your hand, and when recognized by the Chair – proceed to the podium to address the Board.

5. CONSENT – NONE

6. OLD BUSINESS/NEW BUSINESS (Discussion/Action)

a. **O.B.** – Committee Assignments

b. Memorandum of Understanding and Side Letter between the Clear Creek Community Services District and Local Union 792, United Public Employees of California (UPEC) for District employees. (Discussion/Action)

7. ADJOURN THE MEETING

ADA Related Disabilities:

Contact the front office and speak with a Staff Member if special consideration is needed to attend any public meeting for disability related accommodations or aide is needed. Please give 72 hours - notice prior to the meeting to allow staff to meet your requests appropriately.

“This District is an Equal Opportunity Provider”



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MEMO

Date: February 8th 2023
To: Board of Directors
From: General Manager – Paul Kelley
Re: **6a** – Committee assignments

Discussion:

At the first meeting of the year January 18th 2023, the Board of Directors elected a Chair (Fickes) and Vice-Chair(Jones)..

Then the Board discussed and made the following assignments to the committees. The Chair has requested this be reviewed: adjustments or additions be made that this meeting – by motion and vote.

Committee:	Member	Member	Alternate
Finance:	<u>Scott McVay</u>	<u>Beverly Fickes</u>	<u>Chuck Jones</u>
Personnel:	<u>Terry Lincoln</u>	<u>Chuck Jones</u>	<u>Beverly Fickes</u>
Agriculture:	<u>Scott McVay</u>	<u>Chuck Jones</u>	<u></u>
Planning/Steering:	<u>Beverly Fickes</u>	<u>Irwin Fust</u>	<u>Terry Lincoln</u>
JPIA:	<u>Beverly Fickes</u>		
EAGSA:	<u>Scott McVay</u>	Alternate <u>Irwin Fust</u>	

Recommendation:

Review and provide direction to make changes or keep as is. If changes, make a motion and vote on the slate of assignments.



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MEMO

Date: February 8th 2023
To: Board of Directors
From: General Manager – Paul Kelley
Re: **6.b** - Memorandum of Understanding and Side Letter between the Clear Creek Community Services District and Local Union 792, United Public Employees of California (UPEC) for District employees. (Discussion/Action)

Discussion / Background:

The District and the District's Employee Union have a proposed MOU for the District to replace the current MOU - (From the previous employee association) – originally approved in 1991 and updated over the years since. The previous MOU was done with the Clear Creek Employee Association – CCEA.

In mid 2021, the District employees brought in a union to represent them, the Local Union 792, United Public Employees of California – UPEC – 792. The board initially created a negotiating committee made up of two members of the Board. The current General Manager was signed to an employment agreement in October, then in November the Board designated the General Manager to negotiate with the Union on the new MOU and bring the finalized agreement for the Board's consideration.

Since November, the General Manager has had meetings with the Union and Employee shop steward to go through drafts of the MOU and clean up the drafts to the key issues. The District's Attorney (Rachel McVean) also reviewed the drafts and provided clean up and clarifying language to many elements within the MOU up till the final financial terms.

The community also provided a list of items for consideration when developing a new MOU, and most of the items on that list are resolved in this new MOU and all of them were reviewed and considered.

The District had some goals in bringing this new MOU to completion.

- I. The current/old MOU is dated and has deficiencies in compliance with current practices and rules.
 - a. Including compliance with grievance procedures, discipline, drug and alcohol policy, family medical leave, nepotism policies etc.
 - b. The Job Classifications were dated, and need to be updated. Including the name of the job classification and the duties.
 - c. The Wage scale is dated, and only has three steps – and needs to be posted publicly and on the district web site.
 - d. The Job Classifications and Wage scales are not current to the comparable wage scales in the area and do not match current district practice.
 - e. The old MOU has confusing methods of creating Tiers for employees with different benefits for tiers – in some case based on CalPERS tiers, but specific to the MOU and benefits allocations – vacations, sick time, comp time, etc.

- f. The old MOU has other benefits like health benefits with confusing formulas and pooled allocations making the administration of these challenging.
 - g. This older MOU was challenging to budget for – especially in the current and coming years.
2. The General Manager and the Union discussed cleaning up many of the above listed items as well dealing with some of the key financial terms of the MOU. Here are some of the Key elements
- a. Updated Job Descriptions for the Job Classifications. – Exhibit B
 - i. For example: Changing the “Maintenance Worker (I/II/III)” to “Distribution Operator (I/II/III)” – More of a water district standard than the general term.
 - ii. Changing “WTP Operator” to “Treatment Operator” – industry standard.
 - iii. For the Field and also Office / Admin Job Descriptions – updated and more industry standard. – Exhibit C
 - b. Updated Exhibit B – Schedule of Job Classifications & Wage Ranges
 - i. The Water industry usually has 4 or 5 steps in each Job Classification and this MOU moves from the old 3 steps to 4 steps. Exhibit B
 - ii. The wages were also updated by reviewing neighboring agency pay scales to make the districts wages in the competitive and industry range.
 - iii. Wage increases will be within the posted Steps and occur at annual reviews and no wage increase can be above or outside the posted Exhibit B – Job Class and Wage Steps. Article 9.1
 - iv. Non-Annual “performance” Wage increases must stay within the posted wage steps and only implemented upon approval by the Board. Article 9.1
 - v. Job Class Wage Ranges can be adjusted for CPI as a COLA every July 1st. This MOU provides for a range of 2%-4% for the COLA. This provides some certainty for the employees and the District, and protects both from large swings up or down in the CPI. – Article 9.7 (The updated Exhibit should be posted every July)
 - c. Updated On-Call pay – Previously weekday/weekend/holiday at \$10/\$25/\$35 and proposed in this MOU to be \$25/\$50/\$75 – More industry standard and incentive to be on call - Article 10
 - d. Updated for payment when resolving issues remotely – Article 10
 - e. Updated Sick Accrual rate to 4 hrs per pay period – the previous MOU had different rates for different “teir” employees. Now standardized for all – Article 16
 - f. Paid Holiday list – clarified at 11 paid holidays – Article 18
 - g. Vacation accrual – the old MOU had a wide range of accrual rates based on years of service and the Tiers. This proposed MOU is industry standard and has four levels of years of service with vacation days ranging from accrual rates of 10 days – up through 3 years of service, 13 days up through 9 years of service, 20 days through 14 years of service, 26 days of vacation after 15 years. – Article 19
 - h. Certifications for Job Classifications to be accomplished in 90 days. Article 24.1
 - i. Benefits – this MOU proposes to have a set bottom line District contribution amount and any over that is a shared contribution by employer (District) and employee. For 2023, the benefits premium for each employee will be the current base amount (\$1391), and premium amount above that will be 80% by the District and 20% by employee, then starting January 1 2024 the District will provide up to a base of \$1400 per employees selected plan premium and the overage shared 70% by the District and 30% by employees phased in at the end of 2023 (after open enrollment for Health benefits). The other modification is that this is based on the employee’s selected plan premium. By giving the employee the option to select their plan, it could save the employee and the District money for benefit costs. Article 25.3
 - j. The new MOU recognizes the Districts current “Retiree Medical” benefit, and OPEB obligations by District and employee, and calls for the District and Union to work on an updated plan for future employees and offered to current employees – Article 25.4
 - k. Other benefits:

- i. "education/training" reimbursement - \$300 - Article 24.2
- ii. "Boot" allowance – ½ cost and up to \$100/year – Article 6.11
- iii. Cleaning service for Pants – 6.12

3. The attached **Side-Letter** is needed to accomplish a few items:

- a. The proposed MOU updates and changes the job classifications from the old MOU, there is also a change in the wage scale and other elements that impact the current staff.
- b. It specifically puts current employees into their New Job Classification and at their specified wage Step. (for example the current "maintenance worker" job class goes away, and the "distribution operator" is now in effect.
- c. The side letter handles the differences in wage scales from the old to new MOU Exhibit B and gets all into compliance by June 30th 2023.
- d. And it handles any current employees receiving "accrual" rates more under the current MOU and syncing them with the new MOU when the rates/years of service are met.

Fiscal Impact:

One key element to this MOU is the increased clarity of wages/job classification steps, clearly keeping all wages within the steps of the job classifications, the set benefits costs/and cost share, and other elements of the MOU. This MOU provides more clarity for budgeting purposes. Regardless of the District's past practice, the General Manager can calculate the "greatest" cost of the MOU by taking each classification's Step 4 wage as annual salary, and then adds in District obligation for the subsequent employee benefits at their max – like Health benefits for employee and family, On-Call pay for Field staff, disability, life insurance, pension contribution (7.5% by district, 6.65% by employee). This provides the maximum yearly District obligation for each Job Classification – it also helps when communicating to Employees their "Total" compensation = Wage + Employer Benefits/Obligations. After calculating this for each Job Classification, then all classifications are added up for the maximum yearly District obligation to be considered in the budget.

Clearly not all classifications are filled all year, not all classifications are filled with an employee that is covering a family (Max Health benefit cost), and not all Job Classifications are filled with an employee at the highest step.

The current adopted 2022-2023 District budget has the labor / standby / Overtime identified in the different District Divisions (Treatment, Distribution, Accounts/office, Administration), and then the costs for benefits under the Administration division (Health Insurance, Disability, Life, Dental/Vision, and CalPERS contribution). When taking all the above combined the current budget is rounded to \$1,162,000. This new updated MOU at the maximum described above – All classifications filled at the highest step, and covering families is \$1,240,000. Well within the natural inflation factors, and equivalent to the current year's budget. As mentioned, this current MOU amount is at the maximum costs, and not all of the positions are at Step 4, and not all the positions are filled or expected to be filled at the maximum benefits costs for the coming year. This provides a more stable budgeting format for the coming year.

The General Manager has made this preliminary review of the fiscal impacts of this MOU. The District has been operating on a very tight budget over the past few years, and based on the analysis of the current Budgeted Labor/Employee costs and this proposed MOU – the costs are within the current budgeted labor expenses and within a future budget consideration based on natural inflation costs.

Recommendation:

The proposed MOU provides the District with known costs to the District – from wages to benefits and is more manageable related to budgeting into the coming years. The proposed MOU also provides the District and the Union with updated tools for grievance, discipline and other compliance measures.

The proposed MOU is within the current District budget range for labor/employment expenses.

The proposed MOU keeps all wages within the Exhibit B Job Classification – Wages/Step chart, allowing for clarity to the Districts Board and Customers.

The proposed MOU gets the District into compliance with current water district employment practices. And provides the necessary components to be publicly posted and viewed to increase public disclosure and comply with rules on public posting of District employee Job Classification and Wage steps.

The **General Manager recommends approval of the proposed MOU between the District and the Local Union 792, United Public Employees of California Effective February 3, 2023 and approve for signature the attached Side-Letter of agreement implementing classifications and wage rates,** and for the MOU and Side-Letter to be signed by the Chair and General Manager.

The GM also recommends that the Board direct the GM to implement the MOU and post the MOU, Job Classification/Wage scale (Exhibit B), General Manager employment agreement on the District website.

MEMORANDUM OF UNDERSTANDING

Between The

CLEAR CREEK COMMUNITY SERVICES DISTRICT

And

LOCAL UNION 792, UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC)

Effective: February 3, 2023

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Exhibit A: Current Classifications and Wages – Page 39

Exhibit B: Schedule of Classification and Wage Ranges – Page 40

Exhibit C: Job Descriptions – Page 41

Account Clerk

Accountant/Bookkeeper

Administrative Assistant

Distribution Operator D1

Distribution Operator D2

Distribution Operator D3

Distribution Supervisor

Treatment Operator T3

Treatment and Distribution Operator T3 D3

Treatment Operator T4

Chief Plant Operator T5

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into on February 3, 2023, by and between the Board of Directors of Clear Creek Community Services 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 the District, and the designated representatives of Local Union 792, United Public Employees Of California (UPEC), Laborers International Union of North America (LiUNA), (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:

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 the District, the Union and the general public may benefit there from, and to establish fair and equitable wages, hours, and working conditions for certain hereinafter designated employees of the 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. This Memorandum of Understanding supersedes and replaces all previous memoranda of understanding, agreements, policies, practices, procedures, and terms and conditions of employment on subjects which are covered by this Memorandum of Understanding.
- 1.3. It is the policy of the District and the Union not to illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color, age, religion, national origin, disability or other protected status classes designated by law.
- 1.4. The District is engaged in rendering services to the public, and the District, the Union, and the employees upon being hired by the District accept and recognize their obligation for the continuous rendition and availability of such services.
- 1.5. District employees shall perform efficient work and service and shall use their influence and best efforts to protect the properties of the District and its service to the public, and shall cooperate in promoting and advancing the welfare of the District and in preserving the continuity of its service to the public at all times.

- 1.6. When an employee accepts employment, the employee accepts an obligation not to engage in any work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District, including compliance with the request of other organizations to engage in such activity. The duties performed by employees of the District as part of their employment pertain to and are essential to the operation of the District and the welfare of the public dependent thereon. Therefore, during the term of this Memorandum of Understanding, employees shall not partially or totally abstain from the performance of their duties for the District. The Union shall not call upon nor authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and the District shall not cause any employee lockout. Those employees who do individually or collectively partially or totally abstain from the performance of their duties for the District during the term of this MOU shall be subject to disciplinary action up to and including discharge from employment without recourse.
- 1.7. Joint Union-Management meetings shall be held as often as agreed upon by the Union and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided the meetings shall not substitute for normal grievance procedures or for formal negotiations between the Parties. The meetings may be summarized in written minutes. In order to encourage free discussion specific statements and the name of the person making the statement shall not be quoted outside of the meeting.
- 1.8. All employees shall treat all persons with dignity, equity and respect.

ARTICLE 2

Recognition

- 2.1. The District recognizes the Union as the exclusive representative of all employees of the District who hold a classification listed on Exhibit "A" and Exhibit "B" of this Memorandum of Understanding, excluding all other employees. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the District for whom the Union is the established exclusive representative.
- 2.2. Official representatives of the Union will be permitted access to District property to confer with District employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of management.
- 2.3. The District will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business.

- 2.4. The District and the Union will not interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the employee's membership or non-membership in the Union or the employee's activity on behalf of the Union.
- 2.5. Any employee at the employee's request shall be permitted representation by a Union representative. The foregoing shall apply to investigations, counseling, reprimands, and disciplinary actions providing there is not unreasonable delay in obtaining representation.

ARTICLE 3

Management Rights

- 3.1. The District retains all of its powers and authority to direct, manage, and control District operations to the full extent of the law. Further, District rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the District; (b) the supervision of all operations, methods, processes, and means of performing any and all work; (c) the control of the property and the composition, assignment, direction, and determination of the size and the work hours of its working forces; (d) the right to determine the work to be done by employees; (e) the right to change or introduce new or improved operations, methods, means or facilities; (f) the right to establish budget procedures and financial allocations; (g) the right to hire, classify, schedule, promote, demote, evaluate, release, lay off, and increase or reduce work hours of employees; (h) the right to suspend, discipline and discharge employees; (i) the right to contract out work to be done or services to be rendered; (j) the right to otherwise maintain an orderly, effective and efficient operation.
- 3.2. The District's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of new policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express provisions of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.
- 3.3. It is also agreed and understood that grievances related to this Article, pursuant to Article 5, Grievance Procedure, are solely limited to whether or not the District appropriately reserved its rights. Specifically excluded from the grievance procedure are issues arising out of the exercise by the District of its discretion under this Article, including the facts underlying the exercise of such discretion.

ARTICLE 4

Union Security

- 4.1. The Union shall notify the District of any employee who has given the Union written authorization for deduction of any Union dues or fees. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deductions of said dues or fees. The Union agrees to notify the District of any changes in employee authorizations to deduct Union dues or fees. The District shall rely on the Union's certification of any dues and fees authorized by an employee and will not require the Union to provide a copy of the employee's authorization unless a dispute arises about the existence of terms of the authorization. The Union shall indemnify the District for any claims made by the employee for deductions made in reliance on the certifications. Any inquiries by employees regarding Union dues or fees should be directed to the Union.
- 4.2. Upon Union notification to the District of written authorization by an employee, deductions shall be made from the first and second payroll periods of each month and a check for the total deductions shall be submitted to the Union within five (5) working days of the date the dues are withheld from the employee's check. The total deductions shall be submitted to the Secretary/Treasurer of Local Union UPEC 792, 1800 Park Marina Drive, Redding, CA 96001. An employee assigned to perform the work of a classification out of the bargaining unit to temporarily work in an acting capacity may temporarily suspend their authorization to pay Union dues and fees, and upon notice to the District by the Union of such temporary suspension, the employee's payroll deductions of any Union dues or fees shall be suspended for the duration of such period as the individual is working for the District in a job classification not covered by this Memorandum of Understanding.
- 4.3. The District shall deduct from their wages the regular membership dues of employees who are members of the Union 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.
- 4.4. As per California government code section 3558, the District will at least every 120 days, provide the Union with a list of all bargaining unit employees. The list will include the following information: Name, address, job title, department.
- 4.5. The District will provide the Union with not less than 10 calendars days advanced notice of the time, date, and allocation of a new hire orientation session of any new employee. The District and the Union agree that a designated UPEC representative will be offered the opportunity to meet with newly hired members during the new hire orientation process or within 10 working days from the date of hire for 30 minutes.

ARTICLE 5

Union/Member Grievance Procedure

- 5.1 A grievance is defined as any dispute or disagreement which may arise between the Union/employee(s) and the District with respect to interpretation or application of any of the terms of the Memorandum of Understanding. Probationary or temporary employee shall not be entitled to process grievances with respect to matters of discharge, demotion, or discipline. This shall not, however, prevent a temporary or probationary employee from enforcing any other rights under this Memorandum of Understanding. A grievance procedure shall not apply to any disciplinary action pursuant to Article 22.
- 5.2 **Step One:** The initial step in the adjustment of a grievance shall be a discussion between the grievant or the Shop Steward and the grievant's immediate supervisor, who will answer within ten (10) working days. This step shall be started within thirty (30) days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. The step may be taken during the working hours of the grievant.
- 5.3 **Step Two:** If the grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by the grievant, the Shop Steward, or the Union's Business Representative to the District's General Manager, who shall answer in writing within ten (10) working days. The second step shall be taken within ten (10) working days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.
- 5.4 **Step Three:** If a grievance is not resolved in the second step, the third step shall be referral by the Union to mediation within twenty (20) working days of the answer in Step Two. Whenever a grievance is referred to mediation, either the Union or the District General Manager may request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until a mediator has released the parties from the mediation process.
- 5.5(a) **Step Four:** If a grievance is not resolved in the third step, the fourth step shall be referral by the Union to arbitration. The fourth step shall be taken within twenty (20) working days of the answer in Step Three.
- 5.5(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and the Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The District and the Union each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally

by the District and the Union. The District and the Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request and expense, the District shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.

- 5.5(c) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the District, the Union, and the grievant, provided, however, that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.
- 5.6 Failure by the grievant or the Union to meet any of the aforementioned time limits will result in forfeiture of the right to further dispute the General Manager's disposition; however, the aforementioned time limits may be extended by mutual agreement. Failure by the District to meet any of the aforementioned time limits will allow the grievant to proceed to the next step of the established procedure.
- 5.7 Neither the grievant nor the Union shall interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive; the grievant shall fulfill or carry out such order, requirement or directives pending the final decision on the grievance.
- 5.8 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the District and to have such grievance adjusted without the intervention of the Union, provided, however, that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided further, that Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Memorandum of Understanding.

ARTICLE 6

Safety

- 6.1 The District 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, consistent with this Memorandum of Understanding and California Law.
- 6.2 Regular safety meetings will be held at least once every month for the purpose of reviewing accidents and preventing their recurrence, eliminating known hazardous conditions, and familiarizing employees with safe work procedures and applicable state safety orders, and for training in first aid. Listing of employees attending the meetings will be filed in the District Safety binder.

- 6.3 Regular “tailgate” safety meetings will be held and documented at all job sites to plan the job and to emphasize safety in its performance. “Tailgate” is referring to temporary job sites, where District work is being done, and job sites will at district facilities.
- 6.4 All supervisors are responsible for safety in their area of responsibility. The employee in charge at any work site will be responsible for safety at that location including proper barricading, signing and use of flagmen.
- 6.5 All employees shall follow the District’s safety rules, procedures, and laws, and will exercise good judgment and maintain a positive safety attitude.
- 6.6 Any employee suffering an injury or illness on the job shall immediately report such injury or illness to the employee’s immediate supervisor and shall complete the proper accident and illness reporting forms by the end of the workday.
- 6.7 All employees are responsible for reporting unsafe conditions, procedures, or work practices, and for immediately reporting any accident which occurs, and for assisting fellow employees in minimizing hazards.
- 6.8 All employees shall wear hard-hats while exposed to the potential for head injury.
- 6.9 All employees shall wear seat belts while driving or operating any District vehicle.
- 6.10 If an employee, with prior General Manager’s approval elects to use hearing protection, that exceeds that required by state law and provided by the District, the District and the employee will each pay one-half of the cost.
- 6.11 Field employees (Distribution and Treatment) are entitled to reimbursement, for up to 50%, not to exceed \$100.00 annually, for the purchase of work boots appropriate for the employee’s duties and responsibilities as determined by the Employee’s Department Manager.
- 6.12 The District will provide appropriate safety equipment and protective clothing such as rain gear, muck boots, hip waders, etc. The District will provide a uniform, The employees will be required to wear or use them as directed by the District. The District will provide a uniform service for field employees and Operators pants. The maintenance, care and upkeep of protective clothing or uniforms is the responsibility of the employee.
- 6.13 Employees who are assigned to vehicles or equipment are responsible for maintaining such vehicles and equipment in safe operating conditions, keep mileage logs, and are required to immediately report any unsafe situation to their supervisor.
- 6.14 Self-contained breathing apparatus and cartridge respirators shall be used to protect employees from life-threatening atmospheres, including chlorine or oxygen-deficient atmospheres. All employees required to use respiratory protection equipment shall be clean shaven between the face and the sealing surface of the respiratory face piece when reporting to work.

- 6.15 All employees are required to comply with additional safety rules and procedures provided to employees, other than those set forth in this Memorandum of Understanding, as established by the District from time to time for special work situations.
- 6.16 It is recognized that the District has the responsibility for providing a safe and healthy workplace. In order to assist the District and facilitate the promotion of safety on District properties, a joint safety committee consisting of representatives of the Union, as well as representatives of the District – designated by the General Manager, will be established. The committee shall meet at regular times – no less than semi-annually to administer safety educational programs, investigate accidents, and to recommend appropriate safety rules and changes thereto.
- 6.17 The District reserves its right and obligation to draft, implement, and enforce appropriate safety rules for employee operations. Prior to the implementation of any new or modified safety rules, the District will provide the Union with written copies of all proposed rules and procedures.

ARTICLE 7

Industrial Disability

- 7.1 Whenever an employee is absent from work as a result of a work-related disability (“industrial disability”) and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, such employee may elect to utilize accumulated sick leave, vacation or compensatory time off if applicable, to supplement the employee’s temporary disability indemnity.
- 7.2 Payments up to a maximum of the employee’s full salary. Following exhaustion of accumulated sick leave credits, the employee may use compensatory time off or vacation credits for the purpose of supplementing temporary disability indemnity payments. During the time an employee is receiving temporary disability indemnity payments which are supplemented by accumulated sick leave, vacation, or compensatory time off, if applicable, the employee shall continue to accumulate additional vacation and sick leave credit and is entitled to continuation of the employee’s insurance benefit program. An employee’s insurance benefits shall be continued at the District’s expense for a maximum of six (6) full continuous calendar months following the date of exhaustion of other forms of District-paid time off or six (6) months from the first date of employee’s absence as a result of disability whenever the employee elects to not use District paid-time off benefits to supplement temporary disability indemnity payments. Holidays, that occur during the period for which an employee is receiving temporary disability indemnity payments, shall be recognized by such the District as holidays for compensation purposes up to a maximum of full pay.
- 7.3 An employee who is absent by reason of industrial disability may be returned to work by the District and given temporary light duties within the employee’s ability to perform

with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the District. Such employee shall be compensated at the then-current rate of pay of the employee's regular classification while engaged in such temporary duties. The District may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the District for the purposes of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee or to the employee's fellow workers.

ARTICLE 8

Employee Status

- 8.1. Employees will be designated as regular full-time, regular part-time, probationary, full-time temporary, or part-time temporary, depending upon the purpose for which they are hired and their length of continuous service with the District.
- 8.2. A regular full-time employee is defined as an employee who has 6 months or more seniority with the District in continuous full-time probationary employment.
- 8.3. A regular part-time employee is defined as an employee who has 6 months or more seniority with the District in continuous part-time probationary employment, and who is regularly scheduled to work less than eight (8) hours per day or less than forty (40) hours per week. Regular part-time employees shall accrue only vacation and sick leave benefits at the same ratio to regular full-time employee benefits as the regular part-time employee's work hours bears to regular full-time employee work hours. Regular part-time employees shall not receive any other employee benefits other than as specified above, unless retirement or medical benefits are required by the California Public Employee's Retirement System or the Public Employees' Medical and Hospital Care Act.
- 8.4. A probationary employee is defined as an employee hired for a full-time or part-time position and is of an indeterminate duration. A probationary employee shall receive not less than the minimum wage rate for the job, and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as the employee becomes eligible but shall not be eligible for a leave of absence. Upon completion of six months of continuous full-time or part-time service with the District, a probationary employee shall be given the status of a regular full-time or regular part-time employee as applicable. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive workdays.
- 8.5. A full-time temporary employee is defined as an employee hired for occasional or seasonal work for a period not to exceed six (6) months. A full-time temporary employee shall receive not less than the minimum wage rate for the job, but shall not be eligible for any employee benefits such as sick leave pay, holiday pay, vacation

pay, insurance coverage, retirement plan participation, or items of a similar nature, nor shall the employee accrue seniority or leave of absence rights, unless retirement or medical benefits are required by the California Public Employee's Retirement System or the Public Employees' Medical and Hospital Care Act. If a full-time temporary employee is reclassified to probationary status, the employee shall be credited with any full-time temporary service in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

- 8.6. A part-time temporary employee is defined as an employee hired for occasional or seasonal work or for employment of less than eight (8) hours per day or less than five (5) days per week, or whose work period is not regularly scheduled and who is normally scheduled to work less than full-time. A part-time temporary employee shall receive not less than the minimum wage rate for the job but shall not be eligible for employee benefits such as sick leave pay, holiday pay, vacation pay, or any other employee benefits, nor shall the employee be eligible for insurance coverage or retirement plan participation, accrual of seniority, or leave of absence pursuant to this MOU. If a part-time temporary employee is reclassified to full-time temporary or probationary status, the employee shall be credited with the period of time the employee has worked as a part-time temporary employee in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

ARTICLE 9

Wages and Classifications

- 9.1 Each employee begins employment at a designated wage "Step" and in a designated classification. After twenty-six (26) full pay periods in a step and upon obtaining a "satisfactory" or better evaluation from the employee's Department Supervisor, an employee will advance to the next step upon written approval by the employee's Department Supervisor. An employee who is otherwise eligible for the step increase but who does not obtain a "satisfactory" evaluation will not be eligible for the step increase but will be given an action plan for obtaining a "satisfactory" or better evaluation and will be re-evaluated at the end date of the action plan. Upon obtaining a satisfactory or better evaluation the employee will then be entitled to the step increase effective on written approval by the employee's Department Supervisor. Employees will normally be hired at the entry level wage and the lowest classification or step for the employee's position. In appropriate circumstances, as determined by and upon written approval by the General Manager, an employee may be hired at a higher step. In addition, upon recommendation by the employee's Department Supervisor and the General Manager and approval by the Board of Directors at a regularly scheduled meeting, an employee may be granted a wage increase in the employee's classification based on outstanding performance, not to exceed the highest step. Such pay increase may start at any time but shall not occur more than once in any 12-month period.
- 9.2. Wages shall be paid at biweekly (every two weeks) intervals on Thursdays for a pay period ending no earlier than the preceding Friday. If a pay day falls on a holiday, payments shall be made on the preceding workday.

- 9.3 Whenever an employee is temporarily assigned for a minimum of one (1) week to work in a classification higher than the employee's regular classification pursuant to Section 12.3, the employee shall be paid at the rate established for the higher classification, and at the same step level the employee is at in his regular position. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which he is being temporarily assigned which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification. A temporary assignment is defined as less than 45 days and can be renewed on written approval by the General Manager.
- 9.4 For purposes of wage rate progression in an employee's regular classification, when assigned to a temporary classification, the time worked by an employee in other than the employee's regular classification shall also be accrued in such temporary classification.
- 9.5 Whenever an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.
- 9.6 Attached hereto and made a part hereof is Exhibit "A" and Exhibit "B" titled "Schedule of Classifications and Wage Ranges". Adoption of this MOU recognizes the previous wage rates leading to the current wage rates in Exhibit A and now the MOU "Schedule of Classifications and Wage Ranges" in Exhibit B
- 9.7 All classifications are subject to an annual 2-4% COLA, increase in the amount of the percentage increase in the CPI-W, Consumer Price Index for Urban Wage Earners and Clerical workers, all U.S. city average, published for the months of May to May ("COLA percentage increase"). Notwithstanding these numbers, no annual wage increase pursuant to this Section shall be less than 2% or more than 4% of the current wage. The annual COLA percentage increase will be implemented July 1 of a given year and will start July 1, 2023.
- 9.8 Attached hereto and made a part hereof is Exhibit "C" titled "Job Classification Specifications". The job descriptions included therein are intended to be general guidelines regarding the duties to be performed by a particular classification of employee and are not to be construed as restrictions on the duties an employee may normally perform. Any employee may be assigned to perform the duties of a classification which has an equal or lower wage rate. The classification specifications are subject to amendment by the board. Any proposed changes to the job descriptions will be subject to review and comment by the Union and will not reopen negotiations for the remainder of the MOU.

ARTICLE 10

Hours and Overtime

- 10.1 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the employee's immediate supervisor or the General Manager. The time spent in traveling between such headquarters and the job site shall be considered time worked.
- 10.2 Except as otherwise provided by the District, a "workweek" consists of seven (7) consecutive calendar days, beginning on Friday four (4) hours after each employee's regular shift starting time and ending on the following Friday at the same time, and a "basic workweek" consists of five (5) workdays of eight (8) hours each, with an uncompensated meal break near the middle of the work shift. The basic workweek may begin on any day of the week or at any hour of the day during the workweek. The basic workweek shall normally be Monday through Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., except as otherwise established by the employee's immediate supervisor or the General Manager upon 48 hour written notice to the employee. Full-time employees shall be entitled to one (1) fifteen-minute (15) compensated rest break before the meal period and one (1) fifteen-minute (15) compensated rest break after the meal period. Part-time employees who work for four (4) hours or more, but less than eight (8) hours per day, shall be entitled to one (1) fifteen-minute (15) rest break per day. Rest breaks shall be observed near the middle of the work period or as determined by the employee's immediate supervisor. Employees are responsible for ensuring that required meal breaks and rest breaks are taken. If an employee misses a required meal break or a rest break, the employee must immediately report this to the employee's immediate supervisor. Rest breaks cannot be combined or be used to neither shorten the workday nor lengthen a meal break. The work schedule may be modified from time to time by the employee's immediate supervisor or the General Manager as required by the needs of the District.
- 10.3 Except as otherwise provided by the District, overtime is defined as: (a) time worked in excess of eight (8) hours on a scheduled workday; (b) time worked in excess of forty (40) hours in a workweek; (c) time worked on a non-workday; (d) time worked outside of regular hours on a workday; and (e) time worked on a holiday. Overtime shall be computed to the nearest one-quarter (1/4) hour.
- 10.4 Compensation for overtime work shall be one and one-half (1.5) times the employees' regular rate of pay through and including the eleventh hour, two (2) times the employee's regular rate of pay after the twelfth hour, or upon request of the employee and with General Manager approval, the employees will receive compensatory time off (CTO) at the rate of one and one-half (1.5) hours for each hour of overtime worked through and including the eleventh hour and two (2) times after the twelfth hour. Employees whose employment with the District is terminated for any reason shall, at the time of separation, receive payment for any unused compensatory time off previously earned.

- 10.5 Regular and probationary employees of the District may choose to accrue compensatory time off (CTO) in lieu of paid overtime up to a maximum of two hundred forty (240) hours. Once this maximum is reached the District will schedule to pay hours until the maximum is reduced at which time an employee may accrue additional CTO.
- 10.6 Compensatory time off (CTO) will be scheduled by mutual agreement of the employee and the District's General Manager or designee, consistent with the needs of District service.
- 10.7 The District will, at the employee's option, provide a pay out to the employee of up to eighty (80) hours of the employee's accumulated CTO credits during each fiscal year. Employees may elect such option no more than twice for a cumulative total of no more than eighty (80) hours in each fiscal year.
- 10.8 Employees who are required to report for work on their non-workdays, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than two (2) hours. Notwithstanding the foregoing, however, employees shall be entitled to only one (1) two-hour (2) minimum period of compensation during each twenty-four hour calendar day, midnight to midnight. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual overtime worked. If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual overtime worked. Employees who complete at least 15 minutes of work remotely without reporting to a work location through text, SCADA, email, phone calls, etc., shall be paid a minimum thirty (30) minutes of overtime per occurrence.
- 10.9 Employees shall be eligible to utilize their sick time at the beginning of their next regularly scheduled shift if their next regularly scheduled shift falls on the next calendar day and if they feel fatigued and have worked a minimum of four hours of overtime and the overtime has been completed less than eight hours prior to the start of their next regularly scheduled shift. The amount of sick time allowed if fatigued will be one half hour for each hour of overtime worked. If the employee takes more time than authorized it should come out of vacation time.
- 10.10(a) Employees who are required to be on call during non-duty hours in a manner which is not compensable time under the Fair Labor Standards Act shall receive compensation for being on call at the following rates: 1) \$25.00 for being on call during the non-duty work hours on a regular work day; 2) \$50.00 for being on-call during a non-workday other than a holiday (weekend); and; 3) \$75.00 per day for being on-call for each District Holiday. Whenever an employee is called out for duty during a time period while the employee is on call awaiting duty, the employee shall be compensated as set forth in Sections 10.3 through 10.8 above. Employee on-call assignments shall normally be for a full calendar week.

- 10.10(b) On-call distribution employees are required to respond to the required site within thirty (30) minutes from the time of the call out to the employee. On-call treatment employees are required to respond to the required site within sixty (60) minutes from the time of the call to the employee.
- 10.10(c) Employees who are required to be on call shall be capable of responding and performing their required duties during the on-call period. On-call employees who are under the influence of drugs or alcohol when they report to the job site or during the performance of their job duties are subject to disciplinary action.

ARTICLE 11

Seniority

- 11.1 Seniority is defined as total length of continuous service with the District. In determining an employee's seniority, the continuity of the employee's service will be deemed to be broken by termination of employment by reason of: 1) resignation; 2) discharge for cause; 3) layoff for more than twelve (12) consecutive months; 4) failure to return to service immediately upon the expiration of a leave of absence or 5) acceptance of other employment while on leave that prevents the employee's returning to service with the District; or 6) unpaid leave not approved by the General Manager in excess of five (5) workdays. Continuity of service will not be broken and seniority will continue to accrue when an employee is: (a) inducted, enlists, or is called to active duty in the armed forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights; (b) on duty with the National Guard; (c) absent due to industrial injury; (d) on leave of absence approved by the General Manager; or (e) absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE 12

Promotions

- 12.1 Whenever any position vacancy occurs other than a temporary vacancy (12.4), such position vacancy shall be posted on all employee bulletin boards for a period of five (5) working days. The position vacancy notice shall specify the job classification, classification specification and pay rate of the position vacancy. All employees may apply for consideration for the posted position vacancy. Only regular employees will have the right to preferential consideration in the order of their seniority. Regular employee applications received following the closing date for receipt of applications will not be considered by the District. In filling said position vacancy, the District will give consideration to each employee in the order of the employee's seniority, with the position vacancy being awarded to the employee who is best qualified to perform the duties of the position. Following the District's selection of an employee applicant for any position vacancy, a notice announcing the selected employee shall be posted on employee bulletin boards within ten (10) working days. In the event there are no selected employee applicants, the District may select any applicant for the position vacancy.

- 12.2 Notwithstanding anything contained in section 12.1 above, the District need not consider the application of any employee who is not qualified for the position because they do not possess the knowledge, skill, efficiency, adaptability, and physical ability required for the position for which the application is submitted. For purposes of determining employee qualifications, the District may utilize examinations including, but not limited to, the following: written, oral, physical, manual dexterity or skill demonstration. When the District intends to appoint an employee to a position vacancy in preference to an employee with greater seniority as specified in 12.1 above, the District shall notify the Union's Business Representative of its intent prior to such appointment.
- 12.3 Whenever a temporary vacancy occurs in any job classification, the District may, at its discretion, fill such temporary vacancy. If practicable, the District shall fill such temporary vacancy with the employee who would be most eligible therefore under the provisions of 12.1 and 12.2 above.
- 12.4 A temporary vacancy is one created by additional workload or an employee's absence from work due to illness, disability, vacation, approved leave of absence, or any other vacancy of less than six (6) months' duration.
- 12.5 All appointments to position vacancies filled by current District employees shall be on a probationary basis for three (3) months. At any time during the probationary period, the District may terminate the appointment without cause. If an appointment is terminated, the employee shall be returned to either the employee's previous classification and wage rate or some other classification that is mutually satisfactory to both the employee and the District.
- 12.6 The District will develop a nepotism policy in compliance with Federal and State Labor law.

ARTICLE 13

Demotion Displacement and Layoff

- 13.1 Whenever it becomes necessary to lay off regular employees, the District will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) calendar weeks' notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.
- 13.2 Layoff in all cases will be in the reverse order of employee seniority, beginning with those employees with the least seniority. An employee whose job is being eliminated may elect to displace an employee in a lower-paid classification if the employee meets all the qualifications of the lower-paid job classification, and if the employee's seniority is greater than that of the employee in the lower-paid classification.

- 13.3 Regular employees who are laid off will be given preference in filling future vacancies in the classification from which they were laid off for a period of up to one (1) year, providing they keep the District advised of their current address. Whenever an employee is rehired within one (1) year, such employee shall have all benefits reinstated, providing such reinstatement is not contrary to the applicable insurance policy. Rejection of an offer of re-employment will cause the employee's name to be removed from the re-employment list, the employee will no longer have preference in filling future vacancies.
- 13.4 The District may either lay off employees or reduce work hours of employees as determined by the needs of the District.

ARTICLE 14

Leave of Absence

- 14.1 Leaves of absence may be granted to regular employees by the Board of Directors for urgent and substantial reasons in determination of the Board, for up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Leaves for up to sixty (60) days may be granted to a regular employee by the District's General Manager on the same basis as set forth in this Section.
- 14.2 A leave of absence will commence on and include the first workday on which an employee is absent and terminates with and includes the workday preceding the day the employee returns to work.
- 14.3 All applications for leave of absence shall be made in writing. The conditions under which an employee will be restored to employment on the termination of a leave of absence shall be clearly stated by the District in writing with the granting of any leave of absence. Upon an employee's return to work after an approved leave of absence, the employee will be reinstated to the employee's former position and working conditions provided that the employee is capable of performing the duties of the employee's former position. If there has been a reduction in District staff, or if the employee's position has been eliminated during the employee's leave, the employee will be returned to the position the employee would be in had the employee not been on a leave of absence, if any, or to some other position as determined by the District's General Manager.
- 14.4 An employee's status as a regular employee will not be impaired by such leave of absence, and the employee's seniority shall not accrue during unpaid leave and will not be decreased.
- 14.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate the employee's employment with the District.

- 14.6 Except as otherwise provided in this section, an employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits, nor maintain group insurance coverage. An employee may, however, at the employee's option and expense maintain the employee's group insurance coverage providing the full monthly premium is received by the District on or before the first day of the month for which the premium is intended.
- 14.7 The Parties acknowledge the provisions of State and Federal law governing family leaves and will comply with their provisions.

ARTICLE 15

Expenses

- 15.1 Employees who are assigned to a temporary work assignment at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of residence, will be allowed actual reasonable personal expenses, provided, however, the employee provides the District with receipts for such expenses. Meal reimbursements shall be limited to \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner, including tax and tip or at total of \$50 per day, whichever is less.
- 15.2 Whenever any employee uses the employee's personal automobile for the District's convenience, the employee will be reimbursed therefore at the rate per mile as established by the Internal Revenue Service from time to time.
- 15.3 Whenever the District requires any employee to perform work for one-and-one-half (1-1/2) hours or more beyond the employee's regular work hours, the District through its supervisors or managers will provide the employee with a meal and with additional meals at intervals of approximately four (4) hours of work. A reasonable period of time for the consumption of the meal will be compensated therefore by the District, except when the meal is taken at the end of an overtime work period; the time compensated by the District shall be limited to one (1) hour.

ARTICLE 16

Sick Leave

- 16.1 Sick leave with pay shall be accumulated for each regular and probationary employee at a rate of 4 hrs. for every 80 regular hours worked.
- 16.2 The District shall provide family and medical care leave for eligible employees, as required by state and federal law, including leaves under the Family and Medical Leave Act of 1973 (FMLA) (which includes Military Caregiver Leave, also known as Covered Servicemember Leave), the California Family Rights Act (CFRA), and the Paid Family Care Leave Act (PFCLA). An individual who is entitled to leave under the FMLA and the CFRA must take Family Temporary Disability Insurance (FTDI) leave concurrently with leave taken under the FMLA and the CFRA. See the Districts FMLA/CFRA leave policy for more information.

- 16.3 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The District, at its expense, may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a second medical examination by a physician or physicians approved by District for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee, or to the employee's coworkers, or to the employee's own permanent health. Whenever there is reason to suspect any employee of abusing the employee's right to sick leave with pay, the parties shall cooperate in controlling such employee abuse, and an employee found to be abusing the sick leave policy shall be subject to discipline pursuant to this MOU.
- 16.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive regular pay for the holiday, and it shall not be counted as a day of sick leave.
- 16.5 Sick leave accrued shall be used only for sick leave purposes as set forth in article 16.1 and 16.2 and for the purchase of CalPERS retirement credit as established by CalPERS.
- 16.6 Whenever any employee has exhausted all of the employee's paid time off benefits, including but not limited to sick leave, vacation, and holiday pay, as a result of a catastrophic illness or disability, the District's General Manager may, at the General Manager's discretion, create a vacation time-bank into which other employees may donate their accumulated vacation benefits for the purpose of providing compensation to the employee suffering from the disability. Vacation time donated shall be forfeited by the donating employee.

ARTICLE 17

Bereavement/Funeral Leave

- 17.1 Regular employees who are absent from work due to the death of a member of the employee's immediate family shall be paid at the regular rate of pay for the time necessary to be absent from work, not to exceed twenty-four (24) working hours.
- "Immediate family" as used herein includes only an employee's spouse and an employee or an employee's spouse's mother, father, brother, sister, son, daughter, stepchild, grandparent, and grandchild, or an individual who was a member of the employee's immediate household at the time of death.

ARTICLE 18

Holidays

18.1 Regular and probationary employees except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

- 1) New Year's Day (January 1st)
- 2) Martin Luther King Day (Third Monday of January)
- 3) Presidents day (the third Monday in February)
- 4) Memorial Day (the last Monday in May)
- 5) Independence Day (July 4th)
- 6) Labor Day (the first Monday in September)
- 7) Columbus Day
- 8) Veterans Day (November 11th)
- 9) Thanksgiving Day (the 4th Thursday in November)
- 10) Friday after Thanksgiving Day
- 11) Christmas Day (December 25th)

18.2 Except as otherwise provided for below, if any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. Whenever the second of any two holidays which occurs on contiguous days falls on a Saturday, the previous Thursday and Friday shall be observed as the holidays. Whenever the first of any two holidays which occurs on contiguous days falls on a Sunday, the following Monday and Tuesday shall be observed as the holidays.

18.3 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days.

18.4 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

ARTICLE 19

Vacations

- 19.1(a) Regular and probationary employees of the District shall accrue paid vacation time, up to a maximum of two hundred forty (240) pursuant to the following; except however, if the District is responsible for any potential loss of employees' vacation accrual because District's needs, the District's General Manager may extend the time for compliance with the limit for up to three (3) months.
- 19.1(b) 3.08 hours for every 80 hours worked, or on paid leave, from the employee's initial date of employment through and including the end of the employee's 3rd year of employment.
- 19.1(c) 4 hours. for every 80 hours worked, or on paid leave, from the commencement of the employee's 4th year of employment through the end of the employee's 9th year of employment.
- 19.1(d) 6.15 hours. for every 80 hours worked, or on paid leave, from the commencement of the employee's 10th year of employment.
- 19.1(d) 8 hours. for every 80 hours worked, or on paid leave, from the commencement of the employee's 15th year of employment.
- Vacation cannot be accrued while an employee is in a non-pay status.
 - Vacations will be scheduled by mutual agreement of the employee and the District's General Manager, consistent with the needs of the District.
 - The District will not require an employee to take the employee's vacation in lieu of sick leave pay.
 - If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on vacation, the employee shall receive regular pay for the holiday, and it shall not be counted as a day of vacation.
 - Regular and probationary employees whose employment with the District is terminated for any reason shall, at the time of termination, receive payment for any unused vacation allowance previously earned at the employee's regular rate of pay at the time of termination.
 - The District will, at the employee's option and General Managers approval, compensate the employee for up to eighty (80) hours of the employee's accumulated vacation credits during each fiscal year. Employees may elect such option no more than twice for a cumulative total of no more than eighty (80) hours in each fiscal year.

ARTICLE 20

Jury Leave

- 20.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid at the employee's regular rate of pay for the time the employee is unable to work due to such summons, provided the employee provides to the District the "jury duty verification" form as proof of jury service within the relevant pay period and does not take the Jury Duty stipend.

ARTICLE 21

Evaluations

- 21.1 Each employee shall be evaluated in writing by his or her supervisor at least once each calendar year, or more often as determined by the employee's supervisor to be necessary. A missed annual evaluation shall be deemed "meets Standards". The supervisor shall discuss the evaluation with the employee and whenever any element of the evaluation is rated below average, the supervisor shall make recommendations to the employee for improvement of the employee's work performance and shall provide the employee with a copy of the written evaluation. The employee shall have the right to respond and to attach a written response to the evaluation but shall not have the right to file a grievance challenging the judgment of the evaluator.
- 21.2 Prior to attaining regular status, probationary employees shall be evaluated at least three (3) times, or more frequently as determined by the employee's supervisor.

ARTICLE 22

Discipline

- 22.1 During probationary or temporary employment, any employee shall be subject to disciplinary action, without notice, and may be terminated without cause, an initial employment probationary or temporary employee does not have the right to a hearing or the right to file a grievance pursuant to the process provided for in this MOU with respect to any disciplinary action of termination. Upon completion of the probationary period, employees shall be subject to disciplinary action, up to and including termination for just cause as prescribed herein.
- 22.2 The District has the right to take appropriate disciplinary action against regular status employees including, but not limited to, oral or written reprimand, suspension with or without pay, retention on the same step of the salary schedule, demotion and discharge. A grievance is defined as any dispute or disagreement regarding

discharge, demotion or disciplinary action which may arise between the District and an employee of the District, other than a temporary or probationary employee, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding. A grievance procedure shall not apply to any disciplinary action taken pursuant to Article 5.1.

22.3 Causes for disciplinary action include, but are not limited to, the following:

- Conviction of any criminal act amounting to a felony which is work-related and/or which is publicized and/or adversely affects the public image of the District.
- Falsification of information contained in the application for employment or regarding any condition of employment.
- Theft, dishonesty or misappropriation of District property or property of other.
- Insubordinate acts including but not limited to:
- Failure or refusal to follow a reasonable order.
- Failure or refusal to perform the job as required.
- The use of foul or abusive language toward supervisors, fellow employees, or the public
- Incompetence
- Inefficiency in work performance
- Unwarranted arguing with an employee's supervisor
- Neglect of duty on the job
- Violations of District rules and regulations.
- Absence without leave or excessive absence and/or tardiness without prior approval of the supervisor.
- Leave or tardiness without at least thirty minutes notification to the employees immediate supervisor prior to the start of the employee's workday on the day of absence or tardiness.
- Excessive incoming or outgoing personal telephone calls.
- Selling and/or soliciting by employees on District time and or premises without prior approval of the supervisor.
- Interference with another employee's performance of their duties.
- Requesting sick leave or workers' compensation benefits when not ill or injured.
- Fighting on company property.
- Carelessness or misconduct resulting in injury to other District personnel and visitors.
- Giving out confidential District or employee information, including but not limited to, medical information or records, personal employee record or information, personnel records information, business or financial records, information or correspondence, to any unauthorized person.
- Falsification of personnel or other District or employee records, falsification of testimony or any violation of the oath as a witness or party in any action, proceeding or hearing, brought against or by the District either directly or indirectly.
- Possession of weapons on District premises or on or in District owned or leased vehicles,
- Allowing anyone other than authorized persons to be in or on any District owned or leased vehicle.

- Engaging in deliberate sabotage or acts of malicious mischief.
- Involvement in “at fault” accidents where the employee is operating District owned or leased equipment and damages either the District’s property or another’s property or results in injury to another person or involvement in any “at fault” accident where the damages to any person or any property exceeds \$500. Determination of “at fault” for the purpose of this provision shall include, but not be limited to the following:
 - Issuance of a citation as a result of an accident by a properly constituted law enforcement agency.
 - Judgment of guilt by a court of competent jurisdiction.
 - Backing accident when working with a helper/swamper without helper/swamper being positioned behind vehicle to give operator audible and visual signals.
 - Rear-ending another vehicle.
 - Not being able to continue to be employed in the capacity of vehicle operator because of the employee’s being refused coverage by the District’s insurance carrier or where a surcharge is imposed on the employee in order to continue insurance coverage on that particular employee.
 - Moving violations in company vehicles.
 - Mistreatment of District customers, clients, employees or vendors.
 - Failure to begin work promptly at start of shift, end of meal period, and end of breaks.
 - Failure to work until the time designated as the end of an employee’s shift. Absence from regular workstation during working time without authorization of supervisor.
 - Causing or creating any unsafe condition which could cause injury to anyone.
 - Disregard of safety rules or common safety practices.
 - Engaging in any personal work during an employee’s shift or while on District premises.
 - Creating or contributing to unsanitary conditions.
 - Failure to keep the District and an employee’s immediate supervisor informed of your current address and telephone number.
 - Failure to comply with security procedures, rules or reasonable order(s) or requests of security personnel.
 - Smoking in a posted “No Smoking” area.

22.4 Prior to the imposition of discipline of a regular status employee, the District shall serve personally on the employee or mail to the employee’s last known address by registered mail a Notice of Proposed Disciplinary Action containing the specific proposed disciplinary action in writing, and the cause for the disciplinary action, as well as copies of any supporting documentation or evidence proposed to be used as a basis for the discipline of the employee. The Notice shall indicate the proposed effective date of the disciplinary action and shall contain a statement of the employee’s right to a hearing prior to the imposition of disciplinary action, the right of representation of the employee by the employee’s Union representative, and hearing date. Without written consent of both the employee and the General Manager, such hearing shall not be held less than seven (7) business days after service of the Notice on the employee. Service is deemed effective as of the date of mailing the Notice.

- 22.5 At the hearing, the General Manager shall present to the employee and the employee's Union representative if the employee chooses to be represented, the grounds for the proposed disciplinary action. The employee shall present be allowed to respond to the District both orally, and in writing, and shall be permitted to present documentation or evidence as to why the proposed discipline should not be imposed, or alternative discipline should be imposed instead.
- 22.6 The General Manager shall issue a final decision as to the disciplinary action that shall be imposed on the employee within ten calendar days of the date of the hearing. If the employee or the Union objects to the decision by the General Manager, the employee or the Union may, within five calendar days of receipt by the employee of the General Manager's written decision, serve upon the General Manager a written request for arbitration and the matter will be submitted to arbitration.
- 22.7 In the event that the District and the employee or the Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The District and the employee or the Union each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the District and the Union. The District and the employee or the Union shall pay the compensation and expenses of their respective appointees and witnesses. At employee's or the Union's request and expense, the District shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.
- 22.8 The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the District, the employee and the Union.

ARTICLE 23

Drug and Alcohol Policy

23.1 Purpose

In compliance with the Drug-Free Workplace Act of 1988, the District has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of the District's employees and to the security of the company's equipment and facilities. For these reasons, the District is committed to the elimination of drug and alcohol use and misuse in the workplace.

23.2 Scope

This policy applies to all employees and all applicants for employment of the District. The General Manager is responsible for policy administration.

23.3 **Employee Assistance**

The District will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other District policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

23.4 **Work Rules**

1. Whenever employees are working, are operating any District vehicle, are present on District premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
 - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. The District will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

23.5 **Required Testing**

Pre-employment

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession or impairment by at least two members of management. The General Manager should be consulted before sending an employee for testing. Management must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both the employee's immediate supervisor and the General Manager will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

23.6 Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a District vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a District forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

23.7 Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a District-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained

technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a District - designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by the District, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to [Company Name] until such time that the MRO has confirmed the test to be positive.

23.8 Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the District believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, the District may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by the District for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the

rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and the General Manager. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

23.9 Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

23.10 Inspections

The District reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

23.11 Crimes Involving Drugs

The District prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. District employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

The District does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, the District reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to the General Manager within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with the District.

23.12 Definitions

For the purposes of this Section 23, the following definitions apply:

“Company premises” includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by the District or any site on which the company is conducting business.

“Illegal drug” means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

“Refuse to cooperate” means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

“Under the influence of alcohol” means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

“Under the influence of drugs” means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization).

23.13 Enforcement

The General Manager is responsible for policy interpretation, administration and enforcement.

ARTICLE 24

Miscellaneous

24.1a All regular and probationary distribution and treatment positions are required to be certified. Certification is commensurate with the level or responsibility. The following are the certification levels required by the District. (As also described in Exhibit B & C)

Distribution Operator I - D1/T1
Distribution Operator II - D2/T1
Distribution Operator III - D3/T2
Distribution Supervisor - D3/T2
Treatment and Distribution Operator T3/D3
Water Treatment Plant Operator III – T3/D2
Water Treatment Plant Operator IV - T4/D3
Water Treatment Chief Plant Operator - T5/D3

24.1b If an employee does not possess the required certification on the date of the adoption of this MOU, the required certification will be obtained by any such employee within 90 days from the date of MOU adoption. Each required grade levels shall be accomplished within a 90-day period (with exception of levels that require internship time). That time frame may be extended up to 60 days upon written request by the employee explaining the delay is not the fault of the employee and upon the approval of the General Manager. Effective upon approval of this MOU, employees holding a position that do not meet the requirements of that position shall be granted 90 days to attain the required certification. Check-in by the employee's supervisor with the employee to assess progress will occur no less than every 30 days and be documented in writing by District management. Employees not meeting the requirements of their position at the end of the 90 period may be demoted to a lower position, including a pay reduction, at management's discretion.

24.2a The Parties recognize the advantage to all concerned of District employees continuing their formal education. The District and the Union, therefore, encourage employees to voluntarily complete recognized training programs which are of benefit to the employees and to the district. Whenever any employee successfully completes a course of instruction related to the employee's duties and that is beneficial to the District, with prior approval of the General Manager, the District will reimburse the employee up to three hundred dollars (\$300) per class for the employee's expenses for books and tuition. Successful completion requires a passing grade of "C" or better.

24.2b Whenever the employee's position requires the possession of a Class A State driver's license the District will pay for any required physical examination and for any fees required by the State of California for Class A driver licenses, for example, tuition for required classes.

- 24.3 The District will pay the fees for the renewal of all District-required vehicle maintenance, water distribution and water treatment licenses or certificates necessary for the employees to perform their duties for the District. Whenever any employee is required to take a test for renewal of any District-required license or certificate during the employee's regularly scheduled work hours, such employee may take the test without loss of regular compensation. The employee shall not, however, be entitled to any compensation at the overtime rate of pay for any necessary tests. Whenever any employee obtains and maintains a license or certificate of a higher grade level than required by the District for the employee's classification, and such higher grade level license or certificate is in lieu of the lower level required by the District for the employee's position, payments as required by this Section by the District shall be made in the same manner as for the same level license or certificate required by the District including the initial costs of obtaining a higher level certificate. Unless there are extenuating circumstances, the District shall not be required to pay for more than the costs of one examination.
- 24.4 Whenever any employee is certified in both water treatment as well as water distribution, the District will reimburse the employee's expenses as set forth in Section 24.3 for both certificates.
- 24.5 Whenever any employee is subpoenaed to testify in court as an employee of the District and is thus unable to perform the employee's regular duties, the employee shall be paid for all regular time lost.
- 24.7 District employees who are not members of the bargaining unit shall not perform work usually assigned only to employees in bargaining unit classifications except as follows:
- a. Emergency situations;
 - b. Training of employees and demonstrating work methods;
 - c. When unit employees are not readily available;
 - d. Consistent with past practices; or
 - e. Incidental assistance and de minimis assignments.

ARTICLE 25

Benefit Program

- 25.1a Retirement Plan: All regular and probationary employees are covered by a State and California Public Employees Retirement System program pursuant to an existing contract with the Public Employees Retirement System (PERS).
- 25.1b The Classic formula is 2% at 60 and applies to employees hired on or after July 1, 2011 and before January 1, 2013. Employees to which this formula applies pay the member contribution rate of 7%.
- 25.1c The Public Employees' Pension Reform Act (PEPRA) formula is and applies to employees hired on or after January 1, 2013. Employees to which this formula applies pay the member contribution rate set by PERS.

- 25.1d Employees shall be entitled to apply accrued sick leave towards retirement service credit in accordance with PERS rules.
- 25.2 Deferred Compensation Plan: All employees are eligible to enroll in the District PERS 457 Deferred Compensation Plan. They may have a designated amount withheld, up to the annual eligible amount under the applicable IRS code, pre-tax, from their paycheck based on plan. There is no minimum amount required to be eligible to enroll.
- 25.3a Group Insurance: All regular employees and probationary employees are eligible to participate in a group insurance benefit program. The benefits will be effective the first day of the month following completion of one (1) full month of employment. Current District contribution for each employee's medical insurance premium will be in effect and is: up to \$1391 per month, plus eighty (80%) of remaining the employee's premium, with Employees are responsible to pay the remaining twenty (20%) through pre-tax payroll withholding. Starting January 1, 2024; The District shall pay up to \$1,400 per month per employee for the employees group insurance premium plus seventy percent (70%) of any remaining premium, based on the premium of the CalPERS Plan selected. Employees are responsible to pay the remaining thirty percent (30%) through pre-tax payroll withholding.
- 25.3b It is the sole responsibility of the employee to notify the District of any change in status in dependents that may affect insurance, i.e. adding or removing a dependent due to birth, death, marriage, divorce, etc.
- 25.3c The major elements of the group insurance program are:
- Health Benefits - PERS offers several health plans in Shasta County. These options are available for District employees during open enrollment period. When a retired employee reaches the age of Medi-Care eligibility, they shall change their medical coverage from the regular PERS plan to the Medi-Care supplemental PERS plan.
 - Dental Benefits - No deductible and 100% of Usual, Customary, Reasonable (UCR) for prevention services, \$50 deductible and 80% of UCR up \$1,000 per person per year for regular dental repair expenses. Special dental expenses are payable at 50% of UCR.
 - Long Term Disability Insurance - After a three-month waiting period, 66 2/3% of the first \$2,250 monthly earnings plus 50% of the next \$1,000 in excess of \$2,250 of an employee's salary integrated with all other income benefits payable to age 65. Includes life insurance for each employee equal to one (1) year of salary up to a maximum of \$100,000.
 - Vision Benefit Program - Vision Service Plan B, with a twenty-five dollar (\$25) deductible is available to active employees and their dependents. The employee is responsible for the total cost of the plan, payable bi-weekly through pre-tax payroll deduction.

25.4a Other Post-Employment Benefits – The District provides OPEB as described herein:

25.4b Whenever any employee retires from the District with ten (10) or more years of credited State service as defined in Government Code Section 20069 including at least five (5) years of continuous District employment, the group health insurance benefits set forth above in 25.3(a)1 shall be continued at the option of the employee at the District's expense pursuant to the provisions of the Public Employees' Medical and Hospital Care Act. The employee must give written Notice to the District of the employee's election of this option within one hundred twenty (120) days of separation by the employee from District employment.

25.4c For employees hired on or after August 18, 2010 the District provides health insurance to its retired annuitants and dependents in accordance with the vesting schedule contained in Government Code Section 22893.

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

25.4d The District reserves the right to make changes to the retiree medical benefit, and agrees that the parties continue to meet and confer sessions to implement a "step down" retiree medical benefit plan for future employees. It is anticipated that such plan will be implemented by January 1, 2024, and may include such elements as the Minimum Employer Contribution (MEC), a 401A Plan, an Retiree Health Savings Account Plan (RHSA), a voluntary option for current employees to participate in the step down plan and a restructuring or cessation of the OPEB payment currently being deducted from employee's pay.

25.4e The District will pay the full long term liability accrued until June 30, 2011 in accordance with the OPEB actuarial Dated 2010. Beginning on July 1, 2011, the employees will be responsible to pay the current accrual of OPEB costs at the then current rate through pre-tax payroll withholding.

25.4f Notwithstanding the foregoing provisions set forth in 25.2(b), however, the District may, in its sole discretion, elect to change brokers, insurance carriers, claims administrators, or to become self-funded for any or all of the foregoing benefits set forth in 25.2(a), provided however, that the benefits remain substantially equivalent or better. Furthermore, the insurance carrier may also periodically modify the benefits,

provided however, that the benefits remain substantially equivalent. As soon as practicable after notice from any insurance carrier, the District will notify the Union of any proposed change.

ARTICLE 26

Entire Agreement

- 26.1 The parties acknowledge that during the negotiations which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding. Therefore, the District and the Union, for the duration of this Memorandum of Understanding, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Memorandum of Understanding, or with respect to any subject or matter not specifically referred to, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum of Understanding. Notwithstanding the foregoing, however, the parties, by mutual agreement or request by either party, may reopen negotiations on any agreed subject of bargaining during the term of this agreement.

ARTICLE 27

Term

- 27.1. This Memorandum of Understanding, having taken effect as of the start of the pay period (February 3, 2023) immediately following Board approval shall continue in full force through December 31, 2025 and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter.
- 27.2. Whenever notice is given for an amendment to or termination of the MOU, the general nature of the amendment(s) desired must be provided, and until the parties reach an agreement as to any proposed changes to the MOU and/or to a new MOU, the original MOU and/or provision(s) of the MOU shall remain in full force and effect.
- 27.3. 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.
- 27.4. Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation, or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect. Whenever any such conflict occurs, the parties shall reopen negotiations on the provision that is in violation of the applicable laws.

IN WITNESS WHEREOF, the parties have executed amendments to this Memorandum of Understanding as of the 8th day of February, 2023.

CLEAR CREEK
COMMUNITY SERVICES DISTRICT

Laborers International Union of North America
AFL-CIO Local Union 792
United Public Employees of California

Beverly Fickes
Board Chair
Date Signed: _____

Steve Allen
Business Manager/Secretary Treasurer
Date Signed: _____

Paul Kelley
General Manager
Date Signed: _____

Chad Krick
Union Employee Representative
Date Signed: _____

Exhibit "A"
Schedule of Wage Rates

EE No. 110
Maintenance Worker II
\$27.34- \$32.52

EE No. 295
WTP Operator V /Chief
Plant Operator \$36.62 -
\$48.54

EE No. 160
Maintenance Worker I
\$19.00 - \$21.47

EE No. 275
Distribution Supervisor
\$28.36 - \$45.40

EE No.
Administrative Assistant
\$21.00 - \$32.50

EE No. 290
Maintenance Worker I
\$22.66 - \$28.95

EE No. 285
Maintenance Worker II
\$26.76- \$37.48

EE No.
Clerk II
\$17.54 - \$17.89

EE No.
Accountant/Bookkeeper
\$25.00 - \$28.75

Exhibit “B”

Schedule of Wage Rates

Effective: February 3, 2023

Clear Creek CSD	Step1	Step 2	Step 3	Step 4
Account Clerk	\$19.60	\$20.19	\$21.00	\$21.84
Accountant/Bookkeeper	\$29.17	\$30.05	\$31.25	\$32.50
Administrative Assistant	\$29.17	\$30.05	\$31.25	\$32.50
Distribution Operator D1	\$23.81	\$24.52	\$25.51	\$26.53
Distribution Operator D2	\$27.28	\$28.10	\$29.22	\$30.39
Distribution Operator D3	\$31.43	\$32.37	\$33.67	\$35.01
Distribution Supervisor	\$35.20	\$36.26	\$37.71	\$39.21
Water Treatment Plant Operator T3	\$31.43	\$32.37	\$33.67	\$35.01
Treatment and Distribution Operator T3 D3	\$33.63	\$34.64	\$36.02	\$37.47
Water Treatment Plant Operator T4	\$35.20	\$36.26	\$37.71	\$39.21
Water Treatment Chief Plant Operator T5	\$44.00	\$45.32	\$47.13	\$49.02

Exhibit "C"

Schedule of Job Descriptions/Specifications

Account Clerk
Reports to: General Manager

Salary Range: \$19.60 – 21.84

JOB DESCRIPTION:

- Receives and processes work orders and billing payments.
- Serves as an Accounts Receivable Clerk.
- Filing.
- Receives and responds to customers about District service; resolves a variety of problems related to accurate meter readings, high consumption, delinquent accounts, turn-ons, turn-offs, non-reads and improper billings.
- Coordinates problems with meter location, type of installation, and meter size with operations and engineering personnel.
- Maintains and updates meter reading and route cycles, including daily uploading and downloading of cycles for transmittal to billing system.
- Communicates with customers, face to face and via the telephone, to discuss and resolve problems and concerns.
- Assists Administrative Assistant with customer service, computer work and updating of assessment information.
- Reviews water usage reports and advises customers
- Back up Customer Services Clerks when needed.
- Must perform duties safely with skill, tact, diplomacy and efficiency.
- Performs related duties as assigned.

JOB QUALIFICATIONS:

- Completion of high school or equivalent.
- Basic knowledge of accounting practices and procedures.
- Basic knowledge of computers and their operation.
- Ability to use word processing, spreadsheet and accounting software such as but not limited to Microsoft Outlook, Word, Excel and Powerpoint
- Possession of a valid California Drivers License Class C, with a good driving record.

TYPICAL PHYSICAL ACTIVITIES:

- Operate District vehicles while conducting District business from District headquarters to areas within the community.
- Must have strength and stamina sufficient to carry, push, reach, and lift items up to 50 pounds, routinely.
- Ability to sit for extended periods of time.
- Ability to reach at above shoulder height, at shoulder height, and below shoulder height.
- Uses office equipment such as computer terminals, copiers, and FAX machines.

- Communicates orally with District management, co-workers, and the public in face-to face, one-on-one and group settings; ability to communicate via telephone and two-way radios.
- Ability to read and distinguish numbers, ability to see well enough to read instruction sheets, distinguish among the red, green, and amber colors of traffic signals.
- Hearing and vision within normal ranges.

Environmental Factors

- Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Any combination of education and experience, which would likely provide the necessary knowledge and abilities is qualifying
- A typical way to obtain the knowledge and abilities would be:
- Education: Completion of basic educational training in office skills.
- Experience: Some work experience in performing office support work is highly desirable.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

BOOKKEEPER ACCOUNTANT

Reports to: General Manager

Salary Range: \$29.17/HR-\$32.50/HR

Definition/Summary

Under general direction, the Bookkeeper performs a variety of difficult and complex professional bookkeeping duties in support of District financial, accounting and related administrative functions; assists with performance audits of District functions and services; assists with internal control reviews; and provides direction and training to fiscal record keeping support staff. Assists customers with their water bills. Understands and can navigate utility software.

Essential Functions

- Plans, organizes and coordinates daily accounting functions and assignments. Sets up accounts for general ledger posting.
- Reviews and ensures the accuracy of ledger posting.
- Reconciles revenue and expenditure data with the general ledger.
- Reviews accumulated accounting adjustments and makes correcting entries. Reviews allocation journals for validity, accuracy and proper allocation of control accounts.
- Prepares monthly schedules of reserved and surplus funds invested by type of investment, location, fund account, interest rate and due date.
- Transfers invested funds to cash accounts as directed.
- Assists with the preparation of financial statements and reports.
- Assists with gathering and distributing financial data and projections for the preparation of the District budget.
- Prepares month-end journals.
- Prepares periodic financial reports and statements. Closes and adjusts journals and ledgers each fiscal year.
- Assists with quarterly reviews and annual audits conducted by outside auditing agencies.
- Assists District Management with long range financial planning, protection of District assets and maintenance of budget controls.
- Gathers and distributes financial data and projections for the preparation of the District budget.
- Establish and maintain cooperative working relationships with co-workers, outside agencies and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Assists in preparation, assembly and distribution of agenda materials for Board meetings.
- Attends Board meetings and develops accurate minutes.
- It is understood that the Bookkeeper and the Administrative Assistant may be crossed trained and assist with the other positions duties as needed.

Other Duties

- Assists with proper investment of District funds. Performs special analytical studies.
- Assists with audits of District operations, services and activities. Performs related duties as assigned.
- Performs the accounts payable functions.

Job Standards/Specifications

Knowledge of:

- Principles and practices of budgeting, accounting, finance, investment and the development and maintenance of fiscal controls.
- Laws, rules, ordinances and legislative processes controlling District financial functions and operations.
- Principles and practices of auditing.
- Computerized management information and fiscal systems. Investment principles and practices.
- Principles and practices of personnel administration. Basic computer skills. 30WPM typing preferred Word, Excel, Power Point, Publisher & Outlook

Ability to:

- Plan, coordinate and perform professional accounting work related to the maintenance and development of District financial, accounting, budgeting and management information systems.
- Provide training and work coordination for fiscal recordkeeping support staff.
- Assist with District budget development and fiscal controls.
- Maintain and update ledgers and journals.
- Prepare a variety of financial reports and statements.
- Assist with performance audits of District services and functions. Effectively prepare and present technical financial information.
- Provide advice and consultation on the development of District financial and management information systems.
- Effectively represent the District's financial functions with individual citizens, community groups and other government organizations.

Typical Physical Activities

- May occasionally travel by airplane and automobile in conducting District business.
- Work at a desk for an extended period of time.
- Work in an office environment, lift and move objects up to 15 pounds such as large binders, books and small office equipment.
- Sufficient finger/hand coordination and dexterity to operate and adjust office equipment. Regularly uses a telephone for communication.
- Use office equipment such as computers, copiers, and FAX machines. Sits for extended time periods.

- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Any combination of education and experience, which would likely provide the necessary knowledge and abilities, is qualifying.
- A typical way to obtain the knowledge and abilities would be:
- Experience - Two years of increasingly responsible work experience in performing professional financial analysis, accounting, management information system development and budgeting work. Experience in working with the public.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

ADMINISTRATIVE ASSISTANT

Reports to: General Manager

Salary Range: \$29.17/HR-\$32.50/HR

Definition/Summary

Under general supervision, the Administrative Assistant serves as executive assistant to the General Manager, relieving them of a variety of routine administrative details. Performs difficult and complex office support work.

Essential Functions

- Gathers and organizes a variety of information and materials for the General Manager.
- Establishes and maintains a variety of office and Department files.
- Attends staff and committee meetings, developing and maintaining minutes, following as necessary with proper distribution of information and actions.
- Prepares correspondence, memoranda, and other items as delegated by an assigned District management position.
- Makes appointments and maintains appointment calendars for a manager and other staff, as assigned.
- Answers telephone and receives office visitors, providing a variety of information about District and Department policies, programs, and functions.
- Reviews letters, reports, records, and other items for accuracy, completeness, and compliance with established standards.
- Prepares progress and control charts.
- Updates and maintains expenditure information.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- It is understood that the Bookkeeper and the Administrative Assistant may be crossed trained and assist with the other positions duties as needed.

Other Duties

- May provide work coordination for other office support staff.
- Maintains the calendar of position assigned to assist.
- Maintains inventory of office supplies, places orders.
- Performs a variety of special studies and prepares reports.
- Operates a variety of office equipment and computers in the performance of work assignments.
- Performs related duties as assigned.
- Performs the accounts receivable and HR/payroll functions.

Job Standards/Specifications

Knowledge of:

- Operations, procedures, policies, and precedents of an assigned Department.
- Office management principles, operations, and procedures.
- Development and maintenance of filing and recordkeeping systems.
- Fiscal recordkeeping.
- Computer systems and software applications related to District management support and administrative functions, including word processing and spreadsheet software, as appropriate.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination.
- Microsoft Outlook, Word, Excel and PowerPoint

Ability to:

- Perform a variety of complex and responsible administrative support work for an assigned District management position.
- Provide work coordination for other District office support staff.
- Perform a variety of office management functions.
- Type at a rate of 30 words per minute from clear, legible copy.
- Take and transcribe minutes and notes at an acceptable rate for assigned responsibilities.
- Prepare a variety of correspondence.
- Perform research and prepare documents and reports.
- Maintain, update, and ensure the accuracy of fiscal records and data.
- Utilize computers and applicable software in the performance of office and administrative support assignments.
- Effectively represent the District, including its programs and policies, with the public and other agencies.

Typical Physical Activities

- Work at a desk for an extended period of time.
- Work in an office environment, lift and move objects up to 15 pounds such as large binders, books, and small office equipment.
- Sufficient finger/hand coordination and dexterity to operate and adjust office equipment.
- Regularly uses a telephone for communication.
- Use office equipment such as computers, copiers, and FAX machines.
- Sits for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.

- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.
- A typical way to obtain the knowledge and abilities would be:
- Experience - Three years of increasingly responsible experience in performing a variety of office and administrative support work.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Distribution Operator I

Reports to: Distribution Supervisor

Salary Range: \$23.81/HR-\$26.53/HR

Definition/Summary

Under close supervision, the Distribution Operator I perform the more routine and repetitive maintenance, installation, and repair assignments. As incumbents develop job knowledge and skills, they may begin performing duties and responsibilities characteristic of a more advanced job. When sufficient experience has been obtained and an ability to work independently has been demonstrated, an incumbent may be eligible for promotion to a higher-level position.

Essential Functions

- Assists with the installation, testing, repair and reading of meters.
- Assists with the repair of meter services such as gate valves, meter connections, angle stops, service pipes, and corporation stops.
- Operate wells, pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.
- Determine and control proper chemical dosage rates for wellhead disinfection and distribution residual maintenance.
- Assists with a variety of maintenance and repair on water distribution systems and lines.
- Assists in installation and repairs the district's distribution system including pipelines, valves, standpipes, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
- Cleans weeds and bushes and trims trees on meter services.
- Cleans dead-end lines by discharging water until no apparent odor, taste, or color exists.
- Performs leak tests to locate leaks in service lines.
- Shuts services off, seals services, and/or removes meters, as directed
- Assists with field work involving positive displacement, turbine, flow, and compound meters.
- May contact customers regarding high bills and field test meters.
- May check on customer complaints regarding low pressure, high pressure, and water quality.
- Set up and preform traffic control.
- May operate service trucks, dump trucks, equipment, trailers, water tank truck, forklift, and operate a variety of hand and power equipment associated with the above work.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- May collect water quality samples for laboratory testing.
- Shuts down main-lines in emergencies.
- Distributes customer notices.
- Performs related duties as assigned.
- Participate in rotational on-call duty

Job Standards/Specifications

Knowledge of:

- Basic knowledge of materials and equipment used in water service installation, maintenance, and repair work.
- Proper work safety standards.

Ability to:

- Perform basic work assignments in the installation, maintenance, and repair of water service systems and meters.
- Learn the more difficult water service and meter installation, maintenance, and repair work.
- Operate motor vehicles and power-driven equipment used in water service work.
- Deal tactfully and courteously with the public.
- Follow oral and written directions.

Typical Physical Activities

- Operates District vehicles in field installations and maintenance work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between

- 100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Knowledge of installation, maintenance and repair of pipelines, meters, water services, valves, hydrants, etc.
- Ability to operate a wide variety of equipment including backhoes, dump trucks, equipment trailers, forklifts, pavement cutters, compactors, air compressors, generators, chain saws, and other hand and power equipment, etc.
- Ability to operate a wide variety of hand and power tools including chain saws, compactors, compressors, welders, power saws, grinders, pipe locators, paving cutters, etc.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

Within 3 months of the date of hire, must obtain a State Water Resources Control Board Grade D1 and T1.

Distribution Operator II

Reports to: Distribution Supervisor

Salary Range: \$27.28/HR-\$30.39/HR

Definition/Summary

Under general supervision, positions in the Distribution Operator II perform the full range of water service system maintenance, installation, and repair assignments with minimal supervision and training.

Essential Functions

- Installs, tests, repairs and reads meters, using a variety of equipment.
- Repairs meter services such as gate valves, meter connections, angle stops, service pipes, and corporation stops.
- Operate wells, pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.
- Determine and control proper chemical dosage rates for wellhead disinfection and distribution residual maintenance.
- Performs a variety of maintenance and repair on water distribution systems and lines.
- Assists in installation and repairs the district's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
- Assists contractors, and representatives of other utilities with the location of District service lines.
- Cleans weeds and bushes and trims trees around meter services.
- Contacts customers regarding high bills and field test meters.
- Responds to customer complaints regarding low pressure, high pressure, and water quality.
- Set up and perform traffic control.
- May operate service trucks, dump trucks, equipment, trailers, water tank truck, forklift, and operate a variety of hand and power equipment associated with the above work.
- Performs field work on positive displacement, turbine, flow, and compound meters.
- Cleans dead-end lines by discharging water until no apparent, odor, taste, or color exists.
- Performs leak tests to locate leaks in service lines.
- Installs laterals.
- Shuts services off, seals services, and/or removes meters, as directed.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Collects water quality samples for laboratory testing.
- Shuts down main-lines in emergencies.

- Distributes customer notices.
- Performs related duties as assigned.
- Participate in rotational on-call duty

Job Standards/Specifications

Knowledge of:

- Methods, materials, and equipment used in water service installation, maintenance, and repair work.
- Installation, maintenance, repair, and testing of water meters.
- District policies and procedures related to customer services and customer relations.
- Proper work safety standards.

Ability to:

- Perform basic work assignments in the installation, maintenance, and repair of water service systems and meters.
- Perform skilled installation, servicing, repair of meters.
- Operate motor vehicles and power-driven equipment used in water service work.
- Deal tactfully and courteously with the public.
- Follow oral and written directions.

Typical Physical Activities

- Operates District vehicles in field installations and maintenance work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between 90-100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.

- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Two years of responsible work experience in the installation, maintenance, and repair of water service systems and meters, including some experience with field customer relations work.
- Ability to operate a wide variety of equipment including backhoes, dump trucks, equipment trailers, forklifts, pavement cutters, air compressors, generators, chain saws, and other hand and power equipment, etc.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years. The driving record will not contribute to an increase in the District's automobile rates.

Within 3 months of the date of hire, must obtain a State Water Resources Control Board Grade D2 and T1 Certificate.

Distribution Operator III

Reports to: Distribution Supervisor

Salary Range: \$31.43/HR - \$35.01

Definition/Summary

Under general supervision, positions in the Distribution Operator III perform the full range of maintenance, installation, and repair assignments with minimal supervision and training and may help provide coordination and work direction for a field crew and training for less experienced staff.

Essential Functions

- May lay out work and supervises a crew of one or two other employees when needed.
- Installs, tests, and repair meters, using a variety of equipment.
- Repairs meter services such as gate valves, meter connections, angle stops, service pipes, and corporation stops.
- Operate Wells, pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.
- Determine and control proper chemical dosage rates for wellhead disinfection and distribution residual maintenance.
- Cleans weeds and bushes and trims trees on meter services.
- Performs a variety of maintenance and repair on water distribution systems and lines.
- Installs and repairs the district's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
- Assists contractors and representatives of other utilities with the location of District service lines.
- Perform inspection of construction projects to assure conformance with District standards and specifications.
- Assist in developing and reporting on projects, activities, and O&M procedures.
- Assists in maintaining, updating, and developing operational and maintenance programs including, but not limited to, tank cleaning and inspections, valve turning, mechanical vibration analysis, hydrant maintenance and line flushing.
- Contacts customers regarding high bills and field test meters.
- Responds to customer complaints regarding low pressure, high pressure, and water quality.
- Set up and perform traffic control.
- Performs field work on positive displacement, turbine, flow, and compound meters.
- Cleans dead-end lines by discharging water until no apparent, odor, taste, or color exists.
- Performs leak tests to locate leaks in service lines.
- Installs laterals.
- Shuts services off, seals services, and/or removes meters, as directed.
- Collects water quality samples for laboratory testing.
- Establish and maintain cooperative working relationships with co-workers, outside

- agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Shuts down main lines in emergencies.
- Distributes customer notices.
- Performs related duties as assigned.
- Participate in rotational on-call duty.

Job Standards/Specifications

Knowledge of:

- Methods, materials, and equipment used in water service installation, maintenance, and repair work.
- Installation, maintenance, repair, and testing of water meters.
- District policies and procedures related to customers, services, and customer relations.
- Proper work safety standards.
- Principles and practices of work direction, coordination, and training.

Ability to:

- Provide work direction, coordination, and training for other staff.
- Perform skilled installation, servicing, and repair of meters.
- Operate motor vehicles and power-driven equipment used in water service work.
- Deal tactfully and courteously with the public.
- Follow oral and written directions.

Typical Physical Activities

- Operates District vehicles in field installations and maintenance work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.

- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between 90-100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Three years of responsible work experience in the installation, maintenance, and repair of water service systems and meters, including some experience with field customer relations work.
-
- Ability to operate a wide variety of equipment including backhoes, dump trucks,
- equipment trailers, forklifts, pavement cutters, air compressors, generators, chain saws, and other hand and power equipment, etc.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

With in 3 months of the date of hire, must obtain a State Water Resources Control Board Grade D3 and T2

Distribution Supervisor

Reports to: General Manager

Salary Range: \$35.20/HR - \$39.21/HR

Definition/Summary

Under direction, the Distribution Supervisor plans, organizes, and supervises the work of District personnel assigned to meter reading, meter service, and maintenance, field customer service, and water service installation, maintenance and repair work.

Essential Functions

- Plan, organize, supervise, inspect, and participate in meter reading, field customer service, water transmission and distribution system installation, maintenance, construction, and repairs.
- Responsible for the safe and secure use of District resources in a variety of circumstances involving the staff, agencies, and public.
- Responsible for calculating, record keeping and reporting water demand and production totals to Federal, State, County and Local Agencies.
- Responsible for collecting, record keeping, and reporting water sample analysis results as required by the Federal Environmental Protection Agency and the State Department of Public Health.
- Responsible for maintaining, updating, and developing District distribution maps, O&M manuals, safety manuals, SOPs, As-built's and various other program manuals.
- Responsible for developing and reporting on projects, activities, and O&M procedures.
- Responsible for maintaining all District sites and facilities.
- Responsible for routine services and maintenance to vehicles and all other equipment.
- Responsible for managing, maintaining, updating, and developing operational and maintenance programs including, but not limited to, tank cleaning and inspections, valve turning, mechanical vibration analysis, hydrant maintenance and line flushing.
- Responsible for planning and participating in the repair and construction of meter services such as gate valves, meter connections, angle stops, service pipes, and corporation stops.
- Responsible for planning and participating in customer service activities that include meter reading, service work-orders, site delivery of notifications, service turn-ons/offers and field test meters.
- Maintain an adequate inventory of meter, hydrant and distribution repair parts and supplies.
- Directs crews performing emergency repair work.
- Directs the installation, maintenance, repair, and rebuilding of positive displacement, turbine propeller, and compound meters.
- Operate Wells, pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.
- Determine and control proper chemical dosage rates for wellhead disinfection and distribution residual maintenance.
- Assists contractors and representatives of other utilities with the location of District

service lines.

- Perform inspection of construction projects to assure conformance with District standards and specifications.
- Ensures the maintenance of an adequate inventory of meter repair parts and supplies.
- Inspects and coordinates the work of water service installation, maintenance, and repair crews.
- Maintains a variety of files and records.
- Works with other District staff in coordinating meter readings, billing complaints, water pressure complaints, water quality complaints, disconnects, new service installations, and reconnects.
- Review time reports for proper allocation of time and review staff purchases.
- Inspects the water delivery system, identifying problems, and scheduling maintenance and repair work.
- Hold and participate in periodic staff meetings, including safety tail-gates, as well as instruct staff in proper safety procedures.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.

Other Duties

- Inspects time reports for proper allocation of time and approves them.
- Holds periodic staff meetings and instructs staff in proper safety procedures.
- Represents District water service functions with the public, contractors, and representatives of other government agencies.
- Performs related duties as assigned.
- Participates in rotational on-call duty.

Job Standards/Specifications

Knowledge of:

- Principles, methods, materials, and equipment used in water system installation, maintenance, construction, and repair work.
- Installation, maintenance, repair, and testing of water meters.
- Laws, regulations, and ordinances applicable to water distribution systems.
- District policies and procedures regarding customer service and relations.
- Mathematical principles related to water measurement and distribution systems.
- Principles of work safety.
- Principles of employee training and supervision.

Ability to:

- Plan, organize, direct, and supervise the installation, maintenance, and repair of water service and distribution systems.
- Direct meter installation, testing, maintenance, and repair.
- Oversee field customer service activities.
- Provide supervision, training, and guidance to assigned staff.
- Read and interpret plans, diagrams, and blueprints.

- Develop information and repair reports.
- Effectively represent District water service functions with the public, contractors, and other organizations.

Typical Physical Activities

- Operates District vehicles and equipment in collection system construction, maintenance, and repair work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between 90-100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

- Knowledge of installation, maintenance and repair of pipelines, meters, waters services, valves, hydrants, etc.
- Ability to operate a wide variety of equipment including backhoes, dump trucks, equipment trailers, forklifts, pavement cutters, air compressors, generators, chain saws, and other hand and power equipment, etc.
- Four years of increasingly responsible experience in water service and meter installation, maintenance, and repair work with at least one year in a lead or supervisory capacity.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

Within 3 months of the date of hire, must obtain a State Water Resources Control Board Grade D3 and T2.

WATER TREATMENT PLANT OPERATOR III

Reports to: Chief Plant Operator

Salary Range: \$31.43/HR - \$35.01/HR

Definition/Summary

Under general supervision, positions in the Water Treatment Plant Operator III classification perform a variety of operation, maintenance, and inspection assignments at a District water treatment plant; maintain, repair, and modify equipment used in the treatment of water; read and interpret chart and meter readings and maintain chemical inventory, as directed; responsible for performing the full range of water treatment plant operations. This is an intermediate level position. Candidates will be required to use good judgment and be able to work and function independently. Reports daily to the District Water Treatment Plant.

Essential Functions

- Operates automatic and manually controlled equipment, motors, and pumps used in the treatment, purification, and disinfection of water.
- Regulates and controls the amount of chemicals used to maintain specified water treatment requirements.
- Collects samples at established times; performs standardized quality control tests and adjusts chemical feeders and other plant equipment according to results.
- Takes meter and chart readings and interprets information to determine the proper operation of treatment equipment and water conditions.
- Makes regular assessments of water flow, turbidity, pressure, chemical use, residuals, temperatures, and other pertinent data to maintain proper plant operating conditions.
- Performs a variety of maintenance and repair work on plant facilities and equipment, including cleaning, painting etc..
- Observes pumping equipment to identify possible problems and operating difficulties.
- Backwashes filters.
- Maintains logs, records, and data systems for required plant reports.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- May operate a vehicle to travel to other district facilities for inspection and maintenance work.
- Receives delivered materials, recording shipments and storing items.
- Performs other duties as assigned.
- On-call: Stand-by on a rotational basis.
- Assist Distribution Operators as needed and during emergencies. Respond to after hour emergencies as needed.

Job Standards/Specifications

Knowledge of:

- Methods, materials, procedures and equipment used in water treatment plant operations and maintenance work.
- Water treatment methods, principles, and practices.
- Laws, codes, rules, and regulations pertaining to water treatment plant operations.
- Methods and precautions for handling and storing potentially hazardous chemicals.
- Standard water quality tests.
- Operation and maintenance of pumping equipment and valves.
- Plant measurement and recording equipment.

Ability to:

- Ability to perform a variety of operations and maintenance assignments at a 30mg/d water treatment plant.
- Operate automatic plant control systems. (SCADA)
- Read plant measurement and recording equipment, interpreting results to adjust plant operations.
- Use proper safety precautions in working with plant chemicals.
- Perform standard water quality tests.
- Maintain and update plant records and logs.
- Read and interpret plant piping and distribution diagrams.

Typical Physical Activities

- Operates District vehicles to travel between District plants and facilities.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during plant maintenance and repair work.
- Works in an environment with exposure to dust, dirt, chemicals and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between 80-100+ degrees.
- Humidity: Work in areas with unusually high humidity.

- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

- Education: High school diploma or equivalent and completion of college level courses in wastewater treatment or water treatment operations.
- Experience: Two years of responsible work experience in the operation, maintenance, and repair of water treatment plants and associated facilities.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years .

Within 3 months of the date of hire, must obtain a State Water Resources Control Board Grade T3 and D2

Treatment & Distribution Operator III

Reports to: CPO and/or Distribution Supervisor

Salary Range: \$33.63/HR - \$37.47/HR

Definition/Summary

Under general supervision, positions in the Treatment & Distribution Operator III perform a variety of operation, maintenance, and inspection assignments at a District water treatment plant; maintain, repair, and modify equipment used in the treatment and purification of water; read and interpret chart and meter readings for analyzing the efficiency of plant operations; and maintain chemical inventory, as directed; responsible for performing the full range of water treatment plant operations. Must be able to perform the full range of maintenance, installation, and repair assignments within the District distribution system with minimal supervision and training and may help provide coordination and work direction for a field crew and training for less experienced staff.

Essential Functions

- Operates automatic and manually controlled equipment, motors, and pumps used in the treatment, purification, and disinfection of water.
- Regulates and controls the amount of chemicals used to maintain specified water treatment requirements.
- Collects samples at established times; performs standardized quality control tests and adjusts chemical feeders and other plant equipment according to results.
- Takes meter and chart readings and interprets information to determine the proper operation of treatment equipment and water conditions.
- Makes regular assessments of water flow, turbidity, pressure, chemical use, residuals, temperatures, and other pertinent data to maintain proper plant operating conditions.
- Performs a variety of maintenance and repair work on plant facilities and equipment, including cleaning, painting etc.
- Observes pumping equipment to identify possible problems and operating difficulties.
- Backwashes filters.
- Maintains logs, records, and data systems for required plant reports.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- May lay out work and supervises a distribution crew of one or two other employees when needed.
- Installs, tests, and repair meters, using a variety of equipment.
- Repairs meter services such as gate valves, meter connections, angle stops, service pipes, and corporation stops.
- Operate Wells, pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.
- Determine and control proper chemical dosage rates for wellhead disinfection and distribution residual maintenance.

- Performs a variety of maintenance and repair on water distribution systems and lines.
- Installs and repairs the district's distribution system including pipelines, valves, hydrants, services, vaults, storage facilities, service meters, pumping plants, etc.
- Assists contractors and representatives of other utilities with the location of District service lines.
- Perform inspection of construction projects to assure conformance with District standards and specifications.
- Assist in developing and reporting on projects, activities, and O&M procedures.
- Assists in maintaining, updating, and developing operational and maintenance programs including, but not limited to, tank cleaning and inspections, valve turning, mechanical vibration analysis, hydrant maintenance and line flushing.
- Responds to customer complaints regarding low pressure, high pressure, and water quality.
- Performs field work on positive displacement, turbine, flow, and compound meters.
- Cleans dead-end lines by discharging water until no apparent, odor, taste, or color exists.
- Performs leak tests to locate leaks in service lines.
- Installs laterals.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Shuts down main lines in emergencies.
- Performs related duties as assigned.
- Participate in rotational on-call duty for WTP and Distribution

Job Standards/Specifications

Knowledge of:

- Methods, materials, and equipment used in water service installation, maintenance, and repair work.
- Water treatment methods, principles, and practices.
- Laws, codes, rules, and regulations pertaining to water treatment plant operations.
- Methods and precautions for handling and storing potentially hazardous chemicals.
- Standard water quality tests.
- Operation and maintenance of pumping equipment and valves.
- Plant measurement and recording equipment
- Installation, maintenance, repair, and testing of water meters.
- District policies and procedures related to customers, services, and customer relations.
- Proper work safety standards.
- Principles and practices of work direction, coordination, and training.

Ability to:

- Ability to perform a variety of operations and maintenance assignments at a 30mg/d water treatment plant.
- Operate automatic plant control systems. (SCADA)
- Read plant measurement and recording equipment, interpreting results to adjust plant operations.
- Use proper safety precautions in working with plant chemicals.
- Perform standard water quality tests.
- Maintain and update plant records and logs.
- Read and interpret plant piping and distribution diagrams.
- Perform skilled installation, servicing, and repair of meters.
- Operate motor vehicles and power-driven equipment used in water service work.
- Deal tactfully and courteously with the public.
- Follow oral and written directions.

Typical Physical Activities

- Operates District vehicles in field installations and maintenance work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between 90-100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

- Education: Highschool diploma or equivalent and completion of college level courses in wastewater treatment or water treatment operations.
- Experience: Two years of responsible work experience in the operation, maintenance, and repair of water treatment plants and associated facilities.
- Two years of responsible work experience in the installation, maintenance, and repair of water distribution systems and meters, including some experience with field customer relations work.
- Ability to operate a wide variety of equipment including backhoes, dump trucks, equipment trailers, forklifts, pavement cutters, air compressors, generators, chain saws, and other hand and power equipment, etc.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

With in 6 months of the date of hire, must obtain a State Water Resources Control Board Grade T3 and D3

WATER TREATMENT PLANT OPERATOR IV

Reports to: Chief Plant Operator

Salary Range: \$35.20/HR to \$39.21/HR

Definition/Summary

Under general supervision, positions in the Water Treatment Plant Operator IV classification perform a variety of operation, maintenance, and inspection assignments at a District water treatment plant; maintain, repair, and modify equipment used in the treatment of water; read and interpret chart and meter readings and maintain chemical inventory, as directed; responsible for performing the full range of water treatment plant operations. This is a lead operator position. Candidates will be required to use good judgment and be able to work and function independently and supervise staff. Reports daily to the District Water Treatment Plant.

Essential Functions

- Operates automatic and manually controlled equipment, motors, and pumps used in the treatment, purification, and disinfection of water.
- Regulates and controls the amount of chemicals used to maintain specified water treatment requirements.
- Collects samples at established times; performs standardized quality control tests and adjusts chemical feeders and other plant equipment according to results.
- Takes meter and chart readings and interprets information to determine the proper operation of treatment equipment and water conditions.
- Makes regular assessments of water flow, turbidity, pressure, chemical use, residuals, temperatures, and other pertinent data to maintain proper plant operating conditions.
- Performs a variety of maintenance and repair work on plant facilities and equipment, including cleaning, painting etc.
- Observes pumping equipment to identify possible problems and operating difficulties.
- Backwashes filters.
- Maintains logs, records, and data systems for required plant reports.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- May operate a vehicle to travel to other district facilities for inspection and maintenance work.
- Receives delivered materials, recording shipments and storing items.
- Performs other duties as assigned.
- On-call: Stand-by on a rotational basis.

- Assist Distribution Operators as needed and during emergencies. Respond to after hour emergencies as needed.

Job Standards/Specifications

Knowledge of:

- Methods, materials, procedures and equipment used in water treatment plant operations and maintenance work.
- Water treatment methods, principles, and practices.
- Laws, codes, rules, and regulations pertaining to water treatment plant operations.
- Methods and precautions for handling and storing potentially hazardous chemicals.
- Standard water quality tests.
- Operation and maintenance of pumping equipment and valves.
- Plant measurement and recording equipment.

Ability to:

- Ability to perform a variety of operations and maintenance assignments at a 30mg/d water treatment plant.
- Operate automatic plant control systems. (SCADA)
- Read plant measurement and recording equipment, interpreting results to adjust plant operations.
- Use proper safety precautions in working with plant chemicals.
- Perform standard water quality tests.
- Maintain and update plant records and logs.
- Read and interpret plant piping and distribution diagrams.

Typical Physical Activities

- Operates District vehicles to travel between District plants and facilities.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during plant maintenance and repair work.
- Works in an environment with exposure to dust, dirt, chemicals and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.

- High temp: Considerable work time in hard manual labor in temperatures between 80-100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

- Education: High school diploma or equivalent and completion of college level courses in wastewater treatment or water treatment operations.
- Experience: 6 years of responsible work experience in the operation, maintenance, and repair of water treatment plants and associated facilities. A letter of recommendation will be required for the appointment of current staff into this position.

License Certificate Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Class A CDL may be a requirement for employment.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

Within 6 months of the date of hire, must obtain a State Water Resources Control Board Grade T4 and D3

WATER TREATMENT CHIEF PLANT OPERATOR

Reports to: General Manager

Salary Range: \$44.00/HR to \$49.02/HR

Definition/Summary

The Water Treatment Plant Supervisor plans, organizes, and supervises the work of District personnel assigned to water treatment plants. This is the Chief Operator position and works without immediate supervision and reports directly to management.

Essential Functions

The duties listed below are illustrative only and are not meant to be a complete and exhaustive listing of all of the duties and responsibilities of the classification.

- Plans, organizes, and supervises the work of staff assigned to water treatment plant maintenance and operations work.
- Establishes work schedules for continuous water treatment plant operations.
- Assumes responsibility for plant operating logs and the development of required operating reports.
- Coordinates treatment plant operations with other District functions.
- Provides consultation and input for the planning and development of new plant facilities.
- Ensures the maintenance of an adequate inventory of chemicals and supplies for plant operations.
- Inspects plants and ensures proper operating conditions.
- Maintains a variety of files and records.
- Directs the proper conduct of standardized water quality control tests.
- Directs emergency operation and repair work.
- Assists with development and administration of treatment plant budgets.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Reviews operator time reports for proper allocation of time and approves them.
- Holds periodic staff meetings and instructs staff in proper safety procedures.
- Represents District treatment plant functions with the public, contractors, and representatives of other government agencies.
- Performs related duties as assigned.

Job Standards/Specifications

Knowledge of:

- Operating principles, methods, materials, and equipment used in water treatment plants.
- Repair, maintenance, and adjustment of water treatment plant equipment.
- Chemical and quality testing of water.
- Laws, regulations, and ordinances applicable to water treatment plant operations.
- Budget preparation and fiscal controls.
- Proper work safety standards.
- Principles of employee training and supervision.

Ability to:

- Plan, organize, direct, and supervise the operation, maintenance, and repair of water treatment plants.
- Oversee the proper conduct and interpretation of standard water quality tests.
- Provide supervision, training, and work evaluations for assigned staff.
- Read plant measurement and recording equipment, interpreting results to make adjustments to plant operations.
- Use proper safety precautions in working with plant chemicals.
- Read and interpret plans, diagrams, blueprints, and plant piping and distribution diagrams.
- Develop information and prepare reports.
- Effectively represent District Water Treatment Plant operations with the public, contractors, and other organizations.

Typical Physical Activities

- Travels regularly by vehicle and automobile in inspecting District water treatment plant facilities and operations.
- Occasionally works in an outdoor environment.
- Communicates orally with District management, co-workers, and the public in face-to-face, one-to-one, and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Walks on uneven terrain.
- Sits for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

- Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time in hard manual labor in temperatures between

- 90-100+ degrees.
- Humidity: Work in areas with unusually high humidity.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Dust: Works in or around areas with minor amounts of dust.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

- Experience: 10 years of increasingly responsible experience in water treatment facility maintenance and operations work with at least 5 years in a lead or supervisory capacity.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

General Certifications: Possess and maintain State Water Resources Control Board T5 and D3. Required at date of hire or within an acceptability period of time, not to exceed 90 days.

**Side Letter of Agreement
Implementing Classifications and Wage Rates
Clear Creek Community Services District and UPEC 792**

The Clear Creek Community Services District, hereinafter “District”, and the LiUNA Local 792, United Public Employees of California, hereinafter “Union”, hereby agree to implement this Side Letter of Agreement at the time of approval of the proposed February 3, 2023 - MOU.

Effective upon the District Board of Directors vote to approve the MOU and this side letter, the MOU attached Exhibits “A” and “B” titled “Schedule of Classifications and Wage Ranges” and Exhibit “C” titled Job Descriptions/Specifications have been approved and will be in effect. The purpose of this side letter is to acknowledge and deal with the transition of current employees while implementing the MOU approved by the board by placing them in the new Exhibit B - Job Classifications and at a stated “Step”.

The current Employees will be placed at the following Job Classifications and Steps of Exhibit B:

Karen Parry	Account Clerk – Step 1
Kayla Faulks	Administrative Assistant - Step 2
Melissa Tenney	Accountant/Bookkeeper – Step 2
Vacant	Distribution Operator D1
Roger Ladewig	Distribution Operator D2 - Step 4
Chad Krick	Distribution Operator D3 - Step 3
Roberto Chacon	Distribution Supervisor - Step 4
Vacant	Treatment Operator T3
Toby Ladewig	Treatment and Distribution Operator T3 D3 - Step 4
Bill Palmaymesa	Chief Plant Operator (CPO) Step 4

In the event an employee is identified to receive a reduction in base wages by more than \$2/hour by the implementation of Exhibit B and this assignment, such reduction to get the employee within their Job Classification and Wage Step, will be One half (1/2) of the difference between the Step (hourly) amount and current hourly amount; this reduced hourly effective at the pay period of February 3 2023, and the final adjustment will be at the employee’s classification and Step (hourly) amount on the first pay period of the new fiscal year (July 1, 2023) by which all District employees will be within the Exhibit B Classification and Step ranges. Notwithstanding these MOU vacation accrual rates, Bill Palmaymesa will accrue at his current rate of 6 hrs. per pay period until catching up in years of service with the MOU rate of accrual.

Signed for the District:

Signed for the Union:

Beverly Fickes, Chair

Date: _____

Steve Allen, Business Manager

Date: _____