

September 8, 2020

Joshua Lepper, Labor Representative  
Laborer's Union Local #1130  
2549 Yosemite Boulevard Suite K  
Modesto, CA 95354

**Re: TUD Last, Best, & Final Offer**

Dear Joshua:

As stated in negotiations earlier today, attached please find TUD's Last, Best, & Final Offer for conclusion of the negotiations over the terms to the Memorandum of Understanding (MOU) that expired on June 30, 2020. This Last, Best, & Final Offer comes after eight formal negotiations sessions between our respective parties and after three sessions with an assigned state mediator.

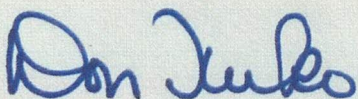
While our parties did not reach a total tentative agreement, this Last, Best, & Final Offer includes sixteen (16) tentative agreements reached between our respective parties. If ratified by the union membership, this new MOU will provide improvements to the wages, hours, and conditions of employment for your represented employees, to include:

- Language which provides for new Alternate Work Schedules, including 4/10 and 9/80 work schedules.
- Provides for cost of living adjustments in July 2021 and July 2022 with a minimum of 1.5% and a maximum of 2% based on the Consumer Price Index in that year.
- Maintains TUD employer health plan contributions at 85% of the premiums but pegged to the PERS Choice Plan premium level.
- Provides a 1% cost pickup by PERS Classic members only, in July 2022.
- Maintains the Sick Leave Cash Out level for current employees with over 240 hours accrual, caps accrual for current employees with less than 240 hours at 240 hours, and eliminates the Sick Leave Cash Out for future hires to better align with general industry standards.

The District respectfully requests that the Union present the proposed Last, Best, & Final Offer to the membership for ratification no later than September 29, 2020 so that the TUD Board can adopt the terms of the successor MOU no later than its scheduled meeting on October 13, 2020, and prior to the conclusion of PERS Health Plan open enrollment on October 16, 2020. This timing is essential to the adoption of the MOU as the cost of living adjustment scheduled for July 1, 2021 is predicated on district health plan premiums being paid at the PERS Choice Premiums which take effect on January 1, 2021. Failure to meet those deadlines would negate the packaging of MOU Sections 5.1, 5.7, and 5.9 with the cost of living adjustment provided in Sections 6.2, 6.2.1, 6.2.2 and 6.2.3 of the Last, Best, & Final Offer.

I thank you in advance for your consideration in this regard, and look forward to the completion of the ratification process and the culmination of this year's MOU negotiations.

Yours truly,



Donald W. Turko  
TUD Chief Negotiator



**TUOLUMNE UTILITIES DISTRICT  
LAST, BEST, & FINAL OFFER PACKAGE  
MADE TO THE  
LABORER'S UNION LOCAL #1130  
ON SEPTEMBER 8, 2020**

**Following eight formal negotiations sessions and three sessions with a state mediator, the Tuolumne Utilities District submits the attached Last, Best, & Final Offer for resolution of negotiations for the Memorandum of Understanding (MOU) which expired on June 30, 2020. The District requests that the Union submit the Last, Best, & Final Offer to the Union membership for ratification no later than September 29, 2020 so that the Board can adopt the ratified MOU prior to the completion of the Open Enrollment for PERS Health Plans.**

**Rejection of any provision of this package offer shall constitute rejection of the entire package offer.**



**TUOLUMNE UTILITIES DISTRICT PROPOSAL  
TO THE  
LABORER’S UNION LOCAL UNION #1130**

**District Proposal #1 – Revised May 20, 2020**

**Article 1 – Recognition of Union**

The district proposes that the parties amend Article 1, Recognition of Union of the existing MOU as follows:

**1.1 RECOGNITION**

The Employer recognizes the Union as the sole representative for collective bargaining purposes of all Union members falling within the classifications appearing in Article 6. This Memorandum shall exclude from the bargaining unit management, supervisory or confidential employees, temporary employees as defined in Article 2.3, and those employees choosing not to join the Union. The confidential positions excluded from the bargaining unit are the following: Executive Secretary/Board Clerk, **Customer/Public Relations Coordinator**, **Community Affairs Specialist**, Safety Compliance Coordinator or any position in human resources/**administrative services**, **Accounting Assistant**, and Senior Accounting Assistant.

**1.16 SENIORITY**

Bargaining unit seniority is defined as the length of time an employee has been employed with the Employer. An employee's seniority starts after the completion of the **introductory probationary** period and will be retroactive to the date of hire. Employees with the same hire date will be ranked in alphabetical order of last name, and if last name is identical, in alphabetic order by first name.

If an employee terminates and is rehired within 30 days of the termination, the seniority date will not change.

The Employer will maintain a current seniority list which includes the names of employees in order of their seniority.

**TA**

**For the Union:**

**For the District:**

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**Signature**

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**Date**

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**Signature**

\_\_\_\_\_  
**Date**



## TUOLUMNE UTILITIES DISTRICT PROPOSAL TO THE LABORER'S UNION LOCAL UNION #1130

### District Proposal #2; Revised June 10, 2020

#### Article 2 – COMPENSATION AND WORK SCHEDULES

The district proposes that the parties amend Article 2, COMPENSATION AND WORK SCHEDULES of the existing MOU as follows:

##### 2.5 WORK SCHEDULE

**Regular work schedule** – Except for those employees working an alternative work schedule as described in the alternative work schedules section below, five consecutive days of eight consecutive hours (excluding the meal period), Monday through ~~Friday~~ **Sunday**, shall constitute a regular week's work schedule for ~~maintenance~~ employees. Days off for such employees shall run consecutively.

**Alternative work schedules** - Due to the nature of the Employer's ~~District's~~ business and in the interest of increased work life balance for the Tuolumne Utilities District employees, an alternate work schedule for employees (~~any five consecutive work days of eight work hours within the period of Monday through Sunday~~) may be established. ~~by mutual consent of the Employer and the employee(s) involved. Such alternate work schedule shall be for a period of three consecutive work weeks or more.~~ An employee may be assigned to work an alternative work schedule or request to work an alternative work schedule by receiving written permission of the employee's Supervisor or Department Head. The alternative work schedule may be ended by the Supervisor or Department Head and the employee's schedule may be changed to a different alternative work schedule or the regular work schedule upon ~~two~~ **three** weeks' notice. The District may change the employee's work period when an employee begins and/or ends working an alternative work schedule. Days off for such employees shall run consecutively. The alternative work schedules (4/10 or 9/80) are listed in the table below.

District assignment to an alternative work schedule or approval of an employee's request for an alternative work schedule will be based upon the following:

- The operational needs of the District
- The schedules available at the employee's respective location and/or department

Eligibility to participate in the alternative work schedule program is subject at all times to the needs of the District and may be modified as those needs dictate at the District's sole discretion. **In the event of a schedule conflict, seniority will be considered.**

- The Department Head will monitor level of service and external and internal customers, and added cost to the District (if any), to determine whether any adjustments need to be made concerning the individual's participating or the structure of the alternative work schedule for any location and/or department.
- While it is anticipated that the alternative work schedule will be a long-term arrangement for the employee and the District, it can be terminated either for any individual or for a department and/or location if productivity levels have deteriorated, there is an increase in overtime which directly relates to the alternative work schedule, or if other circumstances arise that make it untenable for the District to continue alternative work schedules.
- Meal periods will be half hour or one hour. Starting and ending times, as well as meal periods, will be at the discretion of the Supervisor or Department Head.
- A work schedule for all employees hired after July 1, 2002 shall consist of five consecutive days, as determined by the Employer within the period of Monday through Sunday. A work schedule may be for a period of three consecutive workweeks or more. Days off for employee(s) shall run consecutively.

Classifications that must be worked seven days a week shall have as their work schedule any five consecutive days of eight consecutive hours (excluding meal period), within the period of Monday through Sunday. Days off for such employee shall run consecutively. By mutual agreement of the Employer and the employees, the schedules can be rotated.

**Regular and alternative work schedules are as follows:**

Work Schedules	Overtime Compensation	Sick leave, Vacation,	Holiday
<p><b>5/8s</b> The work schedule is ten 8-hour days per pay period.</p>	<p>Non-exempt employees shall be compensated at the overtime rate for all hours worked in excess of 8 in a single workday, or in excess of 40 hours in a workweek.</p>	<p>8 hours per day off</p>	<p>8 hours per holiday.</p>
<p><b>9/80</b> The work schedule is eight 9-hour days and one 8-hour day per pay period.</p>	<p>Non-exempt employees shall be compensated at the overtime rate for all hours worked in excess of 9 hours on the scheduled 9-hour days, or excess of 8 hours on the scheduled 8-hour day, or in excess of 80 hours in a pay period</p>	<p>9 hours per day off, or 8 hours on the scheduled 8-hour day</p>	<p>8 9 hours per holiday. The balance will be made up with floating holiday, vacation, or CTO hours</p>
<p><b>4/10</b> The workday is 10 consecutive hours of work. The work schedule is four days per seven-day workweek.</p>	<p>Non-exempt employees shall be compensated at the overtime rate for all hours worked in excess of 10 in a single workday, or in excess of 40 hours in a workweek.</p>	<p>10 hours per day off</p>	<p>8 10 hours per holiday. The balance will be made up with floating holiday, vacation, or CTO hours</p>

**For employees working the 9/80 work schedule, each employee's designated FLSA 7-day workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight-hour shift on the day of the week that corresponds with the employee's alternating day off.**

Except as hereinafter provided, the District shall have the right to set daily work schedules, and the regular starting time of the single shift.

For special tours of duty, the work schedule will be posted at least five days in advance.

## 2.9 OVERTIME

As necessary, employees may be required to work overtime. Overtime shall be offered on a rotating basis pursuant to existing overtime list procedures. Any employees required to work beyond their regularly scheduled work shift will be given the opportunity to contact their place of residence.

The District provides compensation for all overtime hours worked by non-exempt employees as indicated below:

- **Regular work schedule** - Employees are paid time and a half for any hours worked over **eight the employee's regularly scheduled** number of hours in a day, **and** over 40 hours per week in the regular schedule work week, **or over 80 hours in a pay period in the 9/80 alternative work schedule in accordance with the table in Article 2.5.** Employees are paid double time for hours worked over 12 hours in a day.
- **Alternative work schedules – Employees are paid overtime in accordance with the table in Article 2.5.**
- Employees are paid double time for hours worked on the 7th consecutive day of the regular scheduled work week.

For purposes of determining which hours constitute overtime, hours paid for holiday, sick leave, jury duty and bereavement leave that are not actually worked are counted as days worked for calculating overtime, when such days taken fall on an employee's regular work day.

Overtime hours are to be counted by the half hour.

## 2.14 OUT-OF-CLASS PAY / TEMPORARY ASSIGNMENT

If work of a higher paid position is temporarily required of an employee, then after five working days, the employee will receive the wage of that position. The wage will be adjusted to the first step within the range for the new classification which results in a pay increase representing a **minimum of the approximately 5% over differential between the employee's rate of pay in his range of the employee's old classification and the range of the employee's new classification, not to exceed approximately closest to 5%.** An out-of-class assignment will not last longer than one month unless it is extended by the District's General Manager for a pre-defined period of time. The General Manager may subsequently renew an extension for another pre-defined period of time.

An employee who is temporarily assigned to perform the duties of a position in a lower pay range shall continue to receive the employee's regular rate of pay.

**TA**

2.17 CERTIFICATIONS AND LICENSES

It is the **sole** responsibility of the employee to monitor expiration dates of certifications and maintain current certifications and continuing education hours. The Employer will reimburse the employee for approved certification exam and renewal fees upon receipt of proof of payment. The Employer will reimburse the employee for the costs of required or approved certification exams and certification fees if the employee takes the exams one after the next in series as follows:

The District will reimburse an employee for an employee's required or approved exam and certification fees up to three attempts.

The employee will reimburse the District for exam fees if the employee fails to attend the exam. This exception will not apply if the employee demonstrates that the employee was not able to attend due to an emergency.

The District will reimburse the employee for any driver's license renewal fees paid in excess of the cost of a Class C driver's license for driver's licenses required by the employee's job.

Any late fees incurred due to late submission of renewal will be the responsibility of the employee.

**Any fees incurred for re-certification due to an employee failure to renew or keep a certification in good standing will be the responsibility of the employee.**

**Employees shall obtain job-required certifications within the required period of time and be maintained in good standing for continued employment.**

In extenuating circumstances determined solely by the District on a case-by-case basis, the District may pay the renewal fee directly on the employee's behalf rather than reimbursing the employee. The District's determination is final and not grievable.

**TA**

**For the Union:**

**For the District:**

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Date

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Signature

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Date



# TUOLUMNE UTILITIES DISTRICT PROPOSAL TO THE LABORER’S UNION LOCAL UNION #1130

## District Proposal #3 – Revised June 10, 2020

### Article 3 – Job and Performance Reviews

The district proposes that the parties amend Article 3, Job and Performance Reviews of the existing MOU as follows:

#### 3.1 INTRODUCTORY ~~PROBATIONARY~~ PERIOD

All new and rehired employees ~~work on an introductory basis for the first six months of employment~~ will serve a twelve (12) month probationary period. ~~The probationary period for new or rehired employees cannot be extended, unless as a result of approved leave as provided within this MOU. If the supervisor determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee’s performance, the introductory period may be extended for a specified period.~~ ~~The probationary period for promotions of regular, full-time employees shall be six (6) months.~~

TA

#### 3.2 PERFORMANCE REVIEWS

Tuolumne Utilities District’s performance reviews are designed to develop each employee’s potential and performance and evaluate that performance as a part of the ongoing development process. The review is prepared by the employee’s supervisor and reviewed by the ~~Administrative Services Director and~~ General Manager. The supervisor will discuss the review with the employee. The review is then acknowledged and signed by the employee. A copy is provided to the employee and filed in the employee's personnel file.

Generally, performance reviews are completed on an annual basis after the initial ~~six~~ 12-month review. The District will extend the due-date for an employee’s performance review by one day for each day that the employee is in an unpaid status beyond the first thirty days of unpaid status during the annual review period. Performance reviews will be completed prior to any step increase, promotion, or demotion.

TA



### 3.4 SALARY SCHEDULE

The Employer uses a five step Salary Schedule as used in Addendum 6.1, to which each position within the organization is assigned a specific salary range. The step level is assigned based on experience. New personnel are hired at step A, unless the new employee has related experience beyond the requirements of the position.

As long as a standard level of job performance is maintained, an employee may expect annual pay increases of **approximately 5%** until such time the employee has progressed through the five steps of the salary range. **Effective adoption of the new MOU and for employees hired after adoption of the new MOU,** salary increases are administered in the following manner:

<u>Continuous Employment</u>	<u>Eligible for Step</u>
New Hire	A
<del>Six</del> <b>12</b> months <b>(1 year)</b>	B
<del>1</del> <b>1/2</b> years	C
<del>2</del> <b>1/23</b> years	D
<del>3</del> <b>1/24</b> years	E

**TA**

### 3.5 PROMOTIONS

Any employee shall have the right to apply for any vacant position and shall be evaluated and considered in the same manner as all other applicants.

To encourage applicants, all vacant bargaining unit and immediate promotional positions shall be posted for a minimum of five days. A copy of the vacancy notice will be made available to the shop steward for distribution to bargaining unit members. The District may concurrently conduct an external recruitment for any vacancy.

An employee who is promoted will be changed to the first step within the range for the new classification which results in a pay increase representing **a minimum of the approximately 5% over differential between the employee's rate of pay in his range of the employee's old classification and the range of the employee's new classification, not to exceed approximately closest to 5%.** The next merit review date will follow **the salary schedule in Article 3.4a six-month probationary period.**

**TA**

### 3.6 RECLASSIFICATIONS

If an employee's position is reclassified to a higher salary range, his salary shall be changed to the first step within the new range that results in a pay increase over his previous rate of pay. The employee will not be required to complete a six-month **introductory probationary** period, and future step increases shall be administered on an annual basis.

**TA**

### 3.9 LONGEVITY INCREASES

After 15, ~~years and 20~~ **and 25** years of continuous District employment, employees shall be eligible for a longevity pay increase as follows **(pay increases are cumulative):**

- After 15 years, the employee will receive an **approximate** 5% increase
- After 20 years, the employee will receive an **additional approximate** 2<sup>1</sup>/<sub>2</sub>% increase
- **After 25 years, the employee will receive an additional approximate 1% increase**

#### Performance-Based Longevity

~~Employees who have "Meets Standards" performance evaluations for their 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup> years of employment will receive a 1% increase at 25 years.~~

Longevity pay is calculated on the employee's regular **base** pay in the employee's current classification.

**For the Union:**

**For the District:**

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Signature

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Date

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Signature

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Date



## TUOLUMNE UTILITIES DISTRICT PROPOSAL TO THE LABORER’S UNION LOCAL UNION #1130

### District Proposal #4 – Revised June 24, 2020

#### Article 4 – Leaves of Absence/Time Off

The district proposes that the parties amend Article 4, Leaves of Absence/Time Off of the existing MOU as follows:

##### 4.5 SUPPLEMENTING LEAVE WITH OTHER PAYMENTS

An employee absent from work for reasons that will entitle the employee to compensation under State Disability, **Paid Family Leave**, Short or Long Term Disability Insurance, or Workers’ Compensation shall receive, for such period of time as unused sick leave remains, compensation derived from unused sick leave up to an amount that together with State Disability, **Paid Family Leave**, Short or Long Term Disability Insurance, or Workers’ Compensation payments received shall equal his regular gross pay. **The employee will have the option to integrate the above listed external disability payments with any remaining unused sick accrued leave.**

During such time as an employee is absent from work due to an injury or illness and is receiving benefits from the Employer’s Workers’ Compensation insurance provider, and such employee has depleted his sick leave and applied vacation time, Employer shall continue to provide health, dental and vision benefits up to 12 weeks **or as otherwise legally required, as required by the Family & Medical Leave Act as if the employee were not on leave. Employees maintain responsibility for payment of the employee share of premium(s) during such leave.** Vacation and sick time will not accrue if the employee is in an unpaid status.

*The District believes by agreeing to the Union’s language the parties have a TA.*

##### 4.6 PERSONAL LEAVE

Employees who are faced with a severe personal problem that does not **fall under meet the eligibility requirements of** the Family Medical Leave Act or other law or regulation, may, at the discretion of the General Manager, be granted up to six months of unpaid personal leave. An extension of the leave may be granted depending on individual circumstances.

Vacation and sick leave is not earned during the unpaid portion of the personal leave of absence, and an employee on leave is not eligible for holiday pay. Generally, The employee may be is required to pay for insurance during the unpaid portion of their leave.

Each request, which must be in writing, is subject to approval by the General Manager based on the type of leave, length of employment and the needs of the Employer. Reasonable advance notice is important so that arrangements can be made to cover the duties of the employee during the leave.

**TA**

#### 4.8 RETURN TO WORK

An employee returning to work from sick leave and/or a medical leave of absence must obtain a release from his/her licensed health care provider and/or the Employer's health care provider. Such health care provider shall inform the Employer of any restrictions and/or limitations the employee may require as a condition of his return to work. Upon receipt of a written release for light or limited duty, the District will engage with the employee in the interactive process to determine whether and where reasonable accommodation may be legally required and appropriate on a temporary basis to enable the employee to return to work and perform the essential functions of his or her job. Any reasonable accommodation involving light or limited duty will be temporary and requires approval of the General Manager or designee.

**TA**

**For the Union:**

**For the District:**

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Signature

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Date

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Signature

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Date



# TUOLUMNE UTILITIES DISTRICT PROPOSAL TO THE LABORER’S UNION LOCAL UNION #1130

## District Proposal #5 – Revised September 8, 2020

### Article 5 – District Benefits

The district proposes that the parties amend Article 5, District Benefits of the existing MOU as follows:

#### 5.1 MEDICAL INSURANCE

The District provides group medical insurance to **regular, full-time** employees and their **eligible** dependents under CalPERS. The District may secure alternate plans with equal or better coverage. **Effective January 1, 2021, the** Employer will pay 85% of the premium cost for the coverage selected by the employee **up to a maximum of \$1,750 per month the PERS Choice health plan.**

#### Employee Premium Payments

Employees are responsible for paying **15%** **the difference between the total premium cost for the coverage selected by the employee and the applicable Employer’s portion as specified in section 5.1 above** of the premium cost for health insurance coverage. Employee contributions for premium will be paid each pay period using pre-tax money in accordance with Section 125 of the IRS code up to the maximum allowed by law.

#### 5.7 RETIREMENT BENEFITS

The Employer provides eligible employees with retirement benefits through California Public Employees' Retirement System (CalPERS).

Optional benefits are set forth in the plan documents. Refer to the table below for benefit levels based on hire date.

Retirement Benefits and Contribution Rates Effective July ~~2015~~ 2020:

Tier	Hire date	Retirement Formula	Final Compensation Period	Employer Paid Member Contribution (EPMC) and Member Contribution Amounts	Employee Paid Employer Contribution
1	Prior to 1/1/11	2.7% @ 55	Single Highest Year	Employer Pays 0%, employee pays full 8%	7/1/2021: Employee pays 1% 7/1/2022: Employee pays 2 1%
2	On or after 1/1/11 but before 11/26/12	2.7% @ 55	Single Highest Year	Employer Pays 0%, employee pays full 8%	7/1/2021: Employee pays 1% 7/1/2022: Employee pays 2 1%
3	On or after 11/26/12 but before 1/1/13*	2% @ 55	Single Highest Year	Employer Pays 0%, employee pays full 7%	7/1/2021: Employee pays 1% 7/1/2022: Employee pays 2 1%
4	On or after 1/1/13	2% @ 62	3-year Average	Employer pays 0%, employee pays 50% of the normal cost established by CalPERS	7/1/2021: Employee pays 1% 7/1/2022: Employee pays 2 1%

\* Includes employees hired on or after January 1, 2013 who are "classic members" as defined by CalPERS

5.9 **SICK LEAVE BENEFIT PAYMENT**

Regular full-time employees accrue 3.69 hours of sick leave per pay period (2.4 weeks per year). There is a one-month waiting period before sick leave can be accessed. There is no limit on the amount of sick leave that employees can carry over from one year to the next. Sick leave does not accrue if the employee is on leave without pay.

**Employees with five or more continuous years of service are eligible to receive payment or CalPERS service credit for accrued sick leave as follows:**

**5.9.1 For employees hired prior to the adoption of this MOU:**

**5.9.1.1 Employees with more than 240 hours of accrued sick leave as of the date of this MOU adoption are eligible to receive payment for their accrued sick leave balance as of the date this MOU is adopted upon retirement only as follows:**

**100% for the first 240 hours**

**50% of the current hourly rate at the time of the employee's termination separation, up to a maximum of \$5,000 for the remaining balance of sick leave. Sick leave will continue to accrue, however any sick leave accrued after adoption of this MOU is not eligible for payment but may be converted to service credit upon retirement as defined in section 5.9.3.**

**Employees separating from the District for purposes other than retirement may receive payment for 100% for a maximum of 240 hours of sick leave.**

**5.9.1.2 Employees with less than 240 hours of accrued sick leave as of the date of this MOU adoption** with five or more years of continuous service are eligible to receive payment for sick leave **upon termination separation of Employment** as follows:

**100% for the first 240 hours, and upon retirement from CalPERS, may convert sick leave as defined in section 5.9.3.**

**50% of the current hourly rate at the time of the employee's termination, up to a maximum of \$5,000** for the remaining balance of sick leave

**5.9.2 Employees hired after adoption of this MOU may convert sick leave as defined in section 5.9.3, upon retirement from CalPERS.**

**5.9.3** Upon retirement, employees may elect to convert their sick leave hours toward service credit (CalPERS Government Code Section 20965). Employees with less than five years of service do not receive payment for any part of their accrued sick leave.

## 5.10 HOLIDAYS

The following days are recognized as paid holidays:

1. New Year's Day – January 1
2. Martin Luther King Day – 3<sup>rd</sup> Monday in January
3. President's Day – 3<sup>rd</sup> Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4<sup>th</sup>
6. Labor Day – 1<sup>st</sup> Monday in September
7. Veteran's Day – November 11
8. Thanksgiving Day
9. Friday after Thanksgiving
10. The day before Christmas – December 24
11. Christmas Day
12. The day before New Year's – December 31

At such times as the United States Congress designates certain new day(s) to be celebrated as a federal holiday, the addition of that new day as a recognized holiday will be negotiated at the next available negotiation following the end of the term of this Memorandum.

Holidays which occur on a Saturday will be observed on the preceding Friday. Holidays which occur on a Sunday will be observed on the following Monday.

If an hourly employee is required to work on a holiday, the employee shall receive time and one-half ( $1\frac{1}{2}$ ) his regular straight time hourly rate plus the holiday pay. **Holiday pay may be paid or credited to the employee's CTO (comp time off).**

If a holiday falls during the vacation period of an employee, the employee will use holiday **time pay**.

If a holiday falls on an employee's regularly scheduled day off, eight hours of holiday **time pay** will be **either be paid**, credited to the employee's CTO (comp time off), or upon approval of the

supervisor, the employee may elect to exchange the holiday with another day within the same pay period.

For an employee to be eligible to receive pay for any holiday, he must have worked his last scheduled working day prior to and his next scheduled working day after such holiday, unless excused by the Employer on account of sickness, accident, vacation or other excused absence.

TA

#### 5.12 ~~ADDITIONAL TIME OFF~~

~~Each employee will be credited with 36 hours of Additional Time Off (“ATO”) effective with the adoption of this Memorandum, and also on July 1, 2018. The entire 36 hours of ATO credited per fiscal year must be used by the employee in the fiscal year during which it is credited. Employees shall request to use ATO credited in accordance with the District’s normal vacation time off request procedure. In lieu of using the 36 hours of ATO during the fiscal year, an employee may cash out, at the employee’s current base rate of pay, all or any portion of the 36 annual hours on the first full pay period in February or April 2018, for ATO credited effective with the adoption of this Memorandum, and the first pay period of August, December, and/or April of the 2018-19 fiscal year for ATO credited July 1, 2018. Any portion of the 36 hours of ATO credited in fiscal years 2017-18 and 2018-19 that remains at the end of the fiscal year in which it is credited will be automatically cashed out at the employee’s current base rate of pay on June 30th of that fiscal year or at such other time that an employee’s employment terminates during the fiscal year. The 36 hours will be prorated for any employee whose employment begins after July 1st of the applicable fiscal year.~~

#### 5.13 DISTRICT-ISSUED CLOTHING

Wastewater, Vehicle Maintenance, Water, Water Distribution and Construction/Maintenance Employees and any other required or approved position:

The Employer provides 13 sets of uniform shirts and pants to above listed employees. The uniforms are laundered once a week at no cost to employees in this group. The District will provide raingear to the above listed employees for work. The District will also provide replacement raingear as needed due to normal wear and tear. **The District directly pays the uniform and laundering vendor and the monetary value of the uniforms and laundering service will be reported for CalPERS Classic employees as special compensation.**

TA

#### 5.15 DEFERRED COMPENSATION PLANS

The Employer offers ~~four~~ **three** tax deferred investment plans:

- 1) Mass Mutual Financial Group
- 2) The Variable Annuity Life Insurance Company (VALIC)
- 3) CalPERS Supplemental Income 457 Plan
- 4) ~~TD Ameritrade~~



The plans are eligible deferred compensation plans under Internal Revenue Code Section 457, available to state and local government employees.

**TA**

**5.16 RETIREE HEALTH INSURANCE**

Retirees are eligible for health insurance through CalPERS. Effective the first full pay period after approval of this Memorandum by the TUD Board, the Employer shall provide retiree medical benefits for all Employees and their spouses or registered domestic partner as follows:

For all employees hired before March 1, 2006, the Employer will contribute upon retirement for each employee and their spouse or registered domestic partner an amount equal to the medical coverage provided by PERS Choice up to the Employee + 1 rate.

The Employer will also provide coverage to the employee's existing dependent(s) upon retirement who is/are incapable of self-support because of a mental or physical condition as determined by

CalPERS. Note: If the disabled child has a social security-approved disability, retiree must provide CalPERS with a copy of the dependent(s) Medicare card. Retirees may elect to pay the difference for additional dependents who do not meet the aforementioned CalPERS criteria.

For employees hired after March 1, 2006 but before May 1, 2013, the employer pays a percentage of the monthly amount of medical coverage provided by PERS Choice up to the Employee + 1 rate based on years of service for retiree health insurance. The employer will also provide coverage to the employee's existing dependent(s) upon retirement who is/are incapable of self-support because of mental or physical condition as determined by CalPERS. Note: If the disabled child has a social security-approved disability, retiree must provide CalPERS with a copy of the dependent(s) Medicare card. Retirees may elect to pay the difference for additional dependents who do not meet the aforementioned CalPERS criteria.

The employer's contribution payable for post-retirement health benefits for each employee hired on or after March 1, 2006 and before May 1, 2013 is as follows:

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

For employees hired after May 1, 2013, upon their retirement the Employer will contribute an amount equal to the minimum employer contributions per month. ~~The minimum employer contribution for 2015 is \$122 per month. Refer pursuant~~ to Section 22892(b)(1) of the California Government Code ~~for subsequent years.~~

Based upon the hire dates set forth above, Employees are entitled to receive retiree health benefits upon retirement subject to the terms of the MOU in effect. The District also prepares an actuarial report in accordance with GASB 45 every two years. This report is posted on the District's website.

**TA**

**For the Union:**

**For the District:**

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Signature

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Date

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Date



**TUOLUMNE UTILITIES DISTRICT PROPOSAL  
TO THE  
LABORER'S UNION LOCAL UNION #1130**

**District Proposal #6 – Revised June 24, 2020**

**Article 6 – Classification and Compensation**

The district proposes that the parties amend Article 6, Classification and Compensation of the existing MOU as follows:

6.1 CLASSIFICATION RANGES<sup>1</sup>

Position	Range
<del>Accounting Assistant</del>	<del>40</del>
Accounting Services Technician	34
Administrative Services Technician 1	26
Administrative Services Technician 2	28
Administrative Services Technician 3	30
Assistant Engineer	43
Associate Engineer 1	51
Associate Engineer 2	56
<b>Collections Foreman</b>	<b>42/44</b>
Communications Technician	44
Construction/Maintenance Foreman w/ D-3	42
Construction/Maintenance Foreman w/ D-4	44
<del>Customer Service Clerk 1</del>	<del>19</del>
Customer Service Clerk 2	24
Customer Service Technician 1	28
Customer Service Technician 2	30
Distribution Foreman w/ D-3	42
Distribution Foreman w/ D-4	44
Ditch Tender	30
Electrician/Instrumentation Tech	44
Engineering <del>Drafting</del> Technician 1	34
<b>Engineering Technician 2</b>	<b>38</b>
Engineering Services Technician	43
Engineering Tech/Inspector	44
Equipment Mechanic 1	32
Equipment Mechanic 2	36

Position	Range
Fleet Foreman	44
Meter <del>Reader</del> Technician 1	27
Purchasing Agent	44
Sr. Meter Reader/ <del>Meter Technician 2</del>	29
Surveyor	<del>49</del> <b>53.1</b>
<del>Systems Utility Technician</del>	<del>34</del>
Utility Worker 1 w/ D-1 or Coll Sys Opr 1	26
Utility Worker 2 w/ D-2 or CSO-2	28
Utility Worker 3	30
Utility Worker 3 w/ D-3 or CSO-3	32
Utility Worker 4	32
Utility Worker 4 w/ D-3	34
Warehouse Worker	28
Wastewater Foreman	44
Wastewater Operator 1	30
Wastewater Operator 2	34
Wastewater Operator 3	38
Wastewater Operator Trainee	29
Water Foreman	44
Water Operator Trainee	29
Regulatory Compliance Spec 1	38
Regulatory Compliance Spec 2	42
Water Treatment Plant Operator 1	30
Water Treatment Plant Operator 2	34
Water Treatment Plant Operator 3	38

<sup>1</sup> Article 6.1 was amended by Side Letter of Agreement between parties on November 13, 2018.

6.2 COST OF LIVING SALARY ADJUSTMENT

Effective the first pay period in July 2019 (pay period ending 7/14/19), the Employer will increase all salary ranges by 1.5%.

The District is open to discussing the salary schedule based upon the completion of the Total Compensation Survey and analysis of proposals made by the Union.

The District proposes the following Salary Adjustments based on union acceptance of the District's proposals on sections 5.1, 5.7 and 5.9 referenced herein:

6.2.1 Effective the first pay period ending in July 2020, or the pay period following Board adoption, whichever date is later, the District will adjust salaries in accordance with the attached table for those classifications experiencing compression due to the equity adjustments implemented in 2018 and 2019.

6.2.2 Effective the first pay period ending in July 2021, the District will increase all salary ranges by a minimum of 1.5% and a maximum of 2.0% based on the CPI-U West Region, April 2021 Index.

6.2.3 The District is open to reopening the MOU on salaries in 2022 based on the District's total compensation survey in accordance with Article 7.3.

6.2.3 Effective the first pay period ending in July 2022, the District will increase all salary ranges by a minimum of 1.5% and a maximum of 2.0% based on the CPI-U West Region, April 2022 Index.

6.3 CERTIFICATION

- A. Employees not certified by the State Water Resources Control Board (SWRCB) to the level of at least D-21 shall not be allowed to perform call-out. Employees not certified to the level of at least D-1 shall not be allowed to work independently on the treated water distribution systems
- B. For Construction/Maintenance Foreman and Distribution Foreman positions, certifications levels are based on state requirements and are detailed in job descriptions.

TA

For the Union:

For the District:

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Signature

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Date

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Signature

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Date

## 2020 Compressed Classification Table

### Job Titles and Wage/Salary Ranges

Position	Range	E	Original % Differential	Current % Differential	+/- Original Differential	Previous Level	% Salary Adjustment*	Hourly Rate Increase	# Incumbents Affected	Annual Cost for Adjustment
Assistant Engineer	43.2	41.36								
Associate Engineer 1	51.1	49.00	20.0%	18.5%	-1.5%	Asst Engineer	1.5%	\$0.73	2	\$3,057.46
Associate Engineer 2	56	54.72	12.5%	11.7%	-0.8%	Assoc Engineer 1	2.2%**	\$1.23	0	\$0.00
Surveyor	53.1	51.45	0.0%	5.0%	5.0%	Assoc Engineer 1				
Utility Worker 1	26	26.08								
Utility Worker 2	28.3	28.61	5.0%	9.7%	4.7%	UW 1			5	
Utility Worker 2 - C/M	28.4	28.95	5.0%	11.0%	6.0%	UW 1			1	
Utility Worker 3	30.2	31.03	5.0%	7.2%	2.2%	UW 2 - C/M			1	
Utility Worker 3 w/ D-3 or CSO-3	32.1	31.91	10.0%	11.5%	1.5%	UW 2			6	
Utility Worker 4	32	30.26	10.0%	4.5%	-5.5%	UW 2	5.5%	\$1.66	0	\$0.00
Utility Worker 4 w/ D-3	34.1	32.39	5.0%	1.5%	-3.5%	UW 3 w/D3	3.5%	\$1.13	1	\$2,357.89
Wastewater Operator Trainee	29.1	28.69								
Wastewater Operator, Grade 1	30.3	28.96	2.5%	0.9%	-1.6%	WW OIT	1.6%	\$0.46	1	\$963.72
Wastewater Operator, Grade 2	34.3	33.01	10.0%	14.0%	4.0%	WW Grade 1			1	
Wastewater Operator, Grade 3	38.3	36.73	10.0%	11.3%	1.3%	WW Grade 2			2	
Water Operator Trainee	29	28.10								
Water Operator, Grade 1	30	28.81	2.5%	2.5%	0.0%	Water OIT			0	
Water Operator, Grade 2	34.2	32.64	10.0%	13.3%	3.3%	Water Grade 1			2	
Water Operator, Grade 3	38.2	35.82	10.0%	9.7%	-0.3%	Water Grade 2			2	

TOTAL Wage Increase    \$6,379.07  
 Fringe                        \$1,339.61  
 TOTAL Cost                \$7,718.68

\*Salary adjustments proposed for classifications in which the current range differential is greater than 0.5% lower than the original (pre-equity adjustments) differential.

\*\* Factors in Salary Adjustment for Assoc. Engineer 1



TUOLUMNE UTILITIES DISTRICT PROPOSAL  
TO THE  
LABORER’S UNION LOCAL UNION #1130

District Proposal #7 – June 24, 2020

Article 7 – Term

The district proposes that the parties amend Article 7, Term of the existing MOU as follows:

7.2 This Memorandum shall be effective as **of final Board adoption** and remain in effect **until June 30, 2023, except as specified in 7.3 below**. This Memorandum shall continue in effect from year to year thereafter, unless either of the parties give notice to the other in writing at least 60 days before the expiration date of each year during which this Memorandum may be automatically renewed, either of a desire to terminate or to modify this Memorandum. Notwithstanding such note to terminate or modify this Memorandum, the parties agree to meet and confer with the other through their authorized agent(s) for the purpose of negotiating a new Memorandum or a Memorandum containing the proposed modifications.

~~To continue in full force and effect without resorting to strikes or lock outs or interference of any kind, all the terms and conditions of the existing Memorandum for a period of 60 days after expiration of the existing Memorandum.~~

~~7.3 — Either party may reopen **Article 5 District Benefits, and Article 6 Classification and Compensation, of this Memorandum in the second year of the term no later than April 15 of 2021 and April 15 of 2022 by giving written notice to the other party of the desire to reopen those the Articles. Any negotiated changes to the MOU following a 2022 reopener would be effective July 1, 2022 or as of the pay period following final Board adoption, whichever is later.**~~

For the Union:

For the District:

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Signature

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Date

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Signature

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Date