

MEMORANDUM OF UNDERSTANDING

between

Tuolumne Utilities District

and

**The Northern California District Council of
Laborers' Construction, Production and
Maintenance Laborers'
Local Union No. 1130**



Adopted: October 13, 2020, Resolution No: 31-20

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THIS MEMORANDUM, entered into on this 13th day of October, 2020 is by and between TUOLUMNE UTILITIES DISTRICT, hereinafter referred to as the "Employer", "TUD" and "District" and THE NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS/CONSTRUCTION, PRODUCTION AND MAINTENANCE LABORERS' LOCAL UNION NO. 1130, affiliated with LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union."

Article 1 - Recognition of the Union

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, Community Affairs Specialist, Safety Compliance Coordinator or any position in human resources, Accounting Assistant, and Senior Accounting Assistant.

This Memorandum shall not prevent the Employer from negotiating or making agreements with the Union for any work or classifications not covered by this Memorandum.

1.2 NO AGENCY SHOP

The Employer agrees, in accordance with *Janus v. AFSCME Council 31 ET AL.* to allow employees to join or not join the Union as they so choose.

1.3 MASS COMMUNICATIONS

The District and the Union have agreed that any employee questions regarding the *JANUS* decision, membership, dues or fees should be directed to the Union. State law, specifically S.B. 866, requires the same. All inquiries are to be directed to Laborers' Local #1130.

1.4 THIRD PARTY REQUESTS FOR INFORMATION

The District shall immediately notify the Union of any third-party requests for contact and/or biographical information about bargaining unit employees. The District shall promptly provide a copy of the request and any materials submitted with the request.

The District shall provide the Union with at least (10) days to review the request and challenge the scope of the request prior to the District responding to the request. The District agrees to consider the Union's response prior to disclosing to a third party any contact and/or biographical information about bargaining unit employees.

1.5 MEMBERSHIP PROCEDURE

At the time of hire, the Employer shall inform employees hired to fill any position designated in Article 6.1 "Classification Ranges," that she/he will meet with a Union representative(s) for up to one (1) hour during the Employee Orientation. In the absence of a Union representative present during the new employee orientation, the Employer shall refer the employee to the Shop Steward. The Shop Steward will be granted up to one (1) hour of release time to advise the employee of his membership rights and provide the enrollment forms. Upon completion of the enrollment process, the Union shall provide written notification to the Employer documenting the monthly contribution amount to be deducted each month for the employee.

1.6 NEW EMPLOYEE ORIENTATION

A New Hire Orientation is the onboarding process of a newly hired employee in which employees are advised of their employment status, rights, benefits, duties and responsibilities, etc. The District will provide the Union with at least five (5) days' notice of the orientation of a new bargaining unit employee; unless there is an urgent need that is critical to the employer's operations that was not reasonably foreseeable. The District typically begins the orientation at 7:00 AM on the employee's start date; however, orientations may be scheduled differently to accommodate department schedules or multiple employees that have relatively close, but not the same, hire dates. The District will set aside up to one (1) hour at approximately 11:00 AM on the day of orientation, or other mutually agreed upon date and/or time, to meet with the Union representative and/or Shop Steward as described above in Article 1.3 (Union orientation). Any additional time beyond the one (1) hour used by the employee(s) for the Union orientation shall require prior approval by the District. The employee is not required to meet with the Union representative and may, at the employee's request, elect to forego the Union orientation.

1.7 HOLD HARMLESS

The Union shall indemnify and hold the Employer harmless from any and all liability resulting from any claims, demands, lawsuits or other action arising from compliance with the provisions of Articles 1.1-1.9 of this Memorandum.

1.8 UNION SECURITY

The Employer agrees not to interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union. The Union shall not solicit Union membership, collect dues or initiation fees, or conduct general Union business on the Employer's property or during working hours, except as provided herein.

- Regular full-time employees covered by this Memorandum shall have the right to become members and remain members in good standing of the Union throughout the terms of this Memorandum.
- Employees shall have the right to refuse to become members of the Union.
- Employees shall have the right to represent themselves individually in their employment.
- Employees who represent themselves shall not receive favorable conditions by the Employer that discriminate against employees who are Union members. Union members shall not receive favorable conditions by the Employer that discriminate against employees who are not members of the Union.

1.9 DUES

Upon notification by the Union, the District agrees that it will deduct each month the required Union dues. Amounts deducted will be forwarded to the Union by the 20th day of the month along with the remittance copy of the invoice listing the names of the employees from whose pay the dues have been deducted.

The District shall each March, July and November provide the Union a list of all employees working in the bargaining unit, and the Union shall provide the District with a list of District employees that are members of the Union.

1.10 MANAGEMENT RIGHTS

The Employer retains the sole and exclusive right to manage its business and to direct and evaluate its working force as it sees fit, as long as it does not violate the provisions of this Memorandum and/or applicable law. The District's exclusive rights which are not subject to meet and confer include but are not limited to:

- 1) Determine the District's mission and that of its constituent departments.
- 2) Set standards and levels of service.
- 3) Determine the procedures and standards for hiring of employees.
- 4) Determine the procedures and standards for promotion of employees.
- 5) Direct employees and assign work on a day-to-day basis.
- 6) Determine the methods and means to relieve employees from duty when work is not available or for other lawful reasons.
- 7) Create efficiency in District operations.
- 8) Determine the means and methods to be used to achieve standards and levels of service.
- 9) Determine the numbers, skill-types and organization of the District's workforce.
- 10) Determine job classifications and descriptions.
- 11) Determine means and methods to finance District operations.
- 12) Determine facilities, technology and equipment used by the District.
- 13) Establish performance standards, evaluations and improvement plans.
- 14) Discharge and discipline employees.
- 15) Take all lawful necessary actions to fulfill its mission during an emergency.

1.11 BUSINESS REPRESENTATIVES

The authorized representatives of the Union shall be free to visit the Employer's places of business at reasonable hours provided they first notify the Employer and receive permission. There must be no interference with the conduct of business of the Employer.

1.12 BULLETIN BOARD

The Employer agrees to provide a bulletin board for the posting of Union notices, such as Union educational, recreational and social events, Union meetings and Union elections.

1.13 STEWARD

The Union may select up to five employees to act as shop stewards. Employees selected as Stewards should to the greatest extent possible be from different departments. Written notification shall be given to the Employer of such assignment. The Union agrees that the Steward duties shall be performed as expeditiously as possible, and the Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Steward shall be limited to and shall not exceed the following duties and activities:

1. Report to their Business Representative any violations of this Memorandum.
2. Attempt to settle grievances between employees and their Foreman or Superintendent.
3. Meet with their Business Representative to collect notices and/or bulletins related to employees and distribute that information to bargaining unit employees.

The Steward shall not stop the Employer's work for any reason or tell any employee that they cannot work on the job.

The Employer shall not discriminate against, nor discharge any steward for authorized representation of the Union.

1.14 GRIEVANCE PROCEDURE

The parties agree to resolve disputes concerning this Memorandum using the following procedure.

A. Definitions

A grievance is an allegation that the District did not comply with a provision of this MOU, the Employee Handbook or other negotiable policy and violated one or more employee's rights provided by the MOU provision, the Employee Handbook and/or other negotiable policy.

A grievant is an employee and/or the Union alleging a grievance.

The grievant may not grieve hiring or promotion decisions, disciplinary actions, performance evaluations, any issue that is not a negotiable subject concerning employee wages, hours or working conditions or any exercise of District Rights under Article 1.11.

B. Process

The District and grievant shall seek to resolve any and all grievances at the lowest level possible.

1. Informal Grievance Process

The employee grievant must notify the employee's immediate supervisor within ten (10) work days of when the employee knew or should have known that the District violated the employee's rights under the MOU. The employee must notify the supervisor of the MOU Article at issue and the employee's specific injury. The supervisor shall meet with the employee, investigate the alleged grievance, and provide the employee a response within fifteen (15) work days of the employee's notice.

2. Formal Grievance Process

The employee and/or Union grievant may advance the grievance to the Formal Grievance Process if the employee is not able to resolve the grievance using the Informal Grievance Process.

Step 1. Written Grievance

The employee and/or Union grievant must submit the grievance in writing to the District's Human Resources Director within ten (10) work days of receiving the immediate supervisor's response under the Informal Grievance Process. The written grievance must identify:

- 1) The employee or employees harmed by the alleged violation(s),
- 2) The MOU Article, Handbook section and/or other negotiable policy allegedly violated,
- 3) The action which allegedly violated the specified MOU Article, Handbook section and/or other negotiable policy,
- 4) The specific injury to one or more employees caused by the alleged violation,
- 5) The date of the alleged injury,

- 6) The remedy sought by the grievant,
- 7) The identity of the Union's representative if any,
- 8) The date of submittal to the Human Resources Director, and
- 9) The grievant's signature.

The Human Resources Director will conduct whatever review of the grievance the Director deems necessary to respond to the grievance. This includes but is not limited to one or more meetings with the grievant, one or more meetings with District employees and review of bargaining history. The grievant may submit information, evidence, statements from other employees and written comment to the Human Resources Director which will be reviewed as part of the Step 1 process.

The Human Resources Director may offer proposed solutions to the grievant during the review process. The Human Resources Director will provide a formal written response to the grievant within fifteen (15) work days of receiving the written grievance unless the parties have already resolved the grievance or the Human Resources Director needs additional time to review the grievance.

Step 2. Mediation

If the grievance is not resolved at Step 1, the grievant must submit to the Human Resources Director a written request for mediation within ten (10) work days of receiving the Human Resources Director's formal written response to the grievance. The District will thereafter secure the services of a professional mediator from the State of California Mediation and Conciliation Service ("CMCS") or other agreed-upon source. The mediator, grievant and Human Resources Director shall schedule a mutually satisfactory time to meet at the District's headquarters to mediate the grievance. The parties shall mediate the grievance in good faith including but not limited to submitting relevant information to the mediator and other party, discussing the grievance in a professional manner during the mediation and seeking the plain meaning of the MOU Article at issue.

Step 3. General Manager's Review

If the grievance is not resolved at Step 2, the grievant must submit a written request for a determination by the General Manager within five (5) work days of the mediation. The General Manager or the General Manager's designee will conduct whatever review of the grievance the General Manager or designee deems necessary to respond to make a determination. This includes but is not limited to one or more meetings with the grievant, one or more meetings with other District employees and review of bargaining history. The grievant may submit the information, evidence, statements from other employees and written comment to the General Manager or designee which the employee previously submitted to the Human Resources Director at Step 1. The General Manager or designee will review this information as part of the determination process.

The General Manager or designee may offer proposed solutions to the grievant during the review process. The General Manager or designee will provide a formal written response to the grievant within fifteen (15) work days of receiving the grievant's written request for a determination unless the parties have already resolved the grievance or the General Manager or designee needs additional time to make a final determination.

Step 4. Arbitration

If the grievant is not satisfied with the General Manager's determination at Step 3, the grievant may within ten (10) work days of receiving the General Manager's determination submit a written request to Human Resources to arbitrate the issue of whether the grievance should be sustained or denied. The parties shall mutually select the arbitrator. The grievant and the District shall each pay one-half of the arbitrator's fee and one-half of the fees for any transcription and/or court reporting. The arbitration shall take place at a location, time and date mutually selected by the parties. The parties may mutually agree on further details associated with the arbitration procedure in a hearing stipulation.

C. Grievant's Grievance Rights

A grievant may obtain assistance from a representative of the grievant's choice with the filing and presentation of a grievance at any stage of this procedure.

No grievant shall be subject to restraint, coercion or reprisal as a result of filing a grievance under this procedure or participating in the grievance process.

A grievant may request that the District extend a deadline under this Article. The District's agreement to extend any deadline must be in writing.

D. District Grievance Rights

The District may obtain assistance from a representative of the District's choice with the review and response to a grievance at any stage of this procedure.

The District is not required to review and/or respond to a grievance that is untimely at any stage of the Informal Grievance Process and/or Formal Grievance Process.

The District may extend its deadline to act under this Article as necessary to seek to resolve, review or respond to the grievance.

1.15 NO CESSATION OF WORK

It is agreed between the Employer and the Union there shall be no lock-outs of any kind or for any cause on the part of the Employer, and that there will be no strikes or other cessation or interference of work of any kind on the part of the Union and/or any employee subject to this Memorandum on account of any controversy whatever during the term of this Memorandum. An employee who violates this provision of the Memorandum is subject to disciplinary action, up to and including employment termination.

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 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.

1.17 LAYOFFS

If permanent lay-off and/or temporary lay-off of one week or more is foreseeable for any employee(s), then ten working days' notice, or ten days pay in lieu of notice, shall be given to the employee(s) involved. Seniority shall be considered a factor in determination of lay-off status.

1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Employer and the Union shall not discriminate against any employee or applicant for employment because race, color, religious creed, sex, gender, gender identity, gender expression, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic information, pregnancy, family care leave status, sexual orientation, military and veteran status, political affiliation, or any other consideration made unlawful by federal, state, or local laws. The Employer will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. The Employer will also provide reasonable accommodation for an employee's or applicant's religious beliefs or observances unless undue hardship would result.

1.19 CONFORMITY TO LAW

It is hereby declared to be the intention of the parties to this Memorandum that the Articles, paragraphs, sentences and policies of this Memorandum are subject to applicable federal, state and local law, and are separable. If any part of this Memorandum shall be found to be invalid because of conflict with any applicable federal, state or local law, such invalidity shall not affect any of the remaining parts of this Memorandum, and the parties shall meet to negotiate a substitute provision.

The Memorandum only covers specific items, and the District Personnel Policy / Employee Handbook is to be followed for all other procedures and policies. In the event of a policy conflict, the Memorandum shall govern.

Article 2 – Compensation and Work Schedules

2.1 PAY PERIODS

The workweek begins on Monday and ends on Sunday. The workday begins at 12:01 a.m. and ends at midnight. Employees are paid every other Friday for work performed during the previous two-week pay period. Timesheets are submitted to the Finance Department on the Monday following the last day of the pay period, and checks are distributed on Friday of that same week.

2.2 PAYCHECKS

Each employee shall be given a statement with the Employer's name and address, which itemizes the employee's gross earnings, hours worked, applicable deductions, and hourly rate, when possible with the payroll system.

2.3 JOB CLASSIFICATIONS

- ♦ Regular full-time employees are employees hired to work 40 hours per week and to exceed a duration of six months. Regular full-time employees are eligible for District benefits.
- ♦ Temporary Employees – those hired to work for a limited time period that usually does not exceed six months. Temporary employees are not eligible for District benefits. If the appointment exceeds 1,000 hours in a fiscal year, membership in CalPERS becomes effective the pay period after 1,000 hours is reached. Temporary Employees are not included in the bargaining unit.

2.4 TECHNOLOGICAL CHANGES

Whenever any work covered by this Memorandum is to be eliminated or modified by the introduction of any new machine, mechanized process, or new or different method or technology with respect to the performance of such work, persons employed under this Memorandum and subject hereto, will be given preference for employment and shall be assigned work if available and they are qualified.

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 Sunday, shall constitute a regular week's work schedule for employees. Days off for such employees shall run consecutively.

Alternative work schedules - Due to the nature of the District's business and in the interest of increased work life balance for the Tuolumne Utilities District employees, an alternate work schedule for employees may be established. 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 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.

Regular and alternative work schedules are as follows:

Work Schedules	Overtime Compensation	Sick leave, Vacation,	Holiday
5/8s The work schedule is ten 8-hour days per pay period.	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.	8 hours per day off	8 hours per holiday.
9/80 The work schedule is eight 9-hour days and one 8-hour day per pay period.	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	9 hours per day off, or 8 hours on the scheduled 8-hour day	9 hours per holiday
4/10 The workday is 10 consecutive hours of work. The work schedule is four days per seven-day workweek.	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.	10 hours per day off	10 hours per holiday.

For employees working the 9/80 work schedule, each employee's designated Fair Labor Standards Act (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.

2.6 SHIFT DIFFERENTIAL PAY

Employees who regularly work the night or graveyard shift shall be paid shift differential pay for all hours worked during the shift.

Day Shift: Regular work beginning between 5:00 a.m. and 8:30 a.m.

Night Shift: Regular work beginning between 2:00 p.m. and 5:00 p.m.
Employees working the night shift will receive a 2¹/₂% shift differential.

Graveyard Shift: Regular work beginning between 10:00 p.m. and 1:00 a.m.
Employees working the graveyard shift will receive a 5% shift differential.

An employee assigned to a work schedule outside of the shift as defined herein shall be compensated at the next regular shift differential pay rate.

2.7 MEALS AND REST PERIODS

Hourly employees are entitled to a thirty-minute meal period each day. If an employee works ten hours in a day, they are entitled to two meal periods. Employees shall also receive two 15-minute breaks roughly in the middle of each four-hour segment of work. Breaks may not be added to meal periods, nor may they be used to come in early or leave late.

If an employee is required to work beyond eight hours on their shift, the employee shall be permitted to take a paid 15-minute rest period after the eighth hour, and every two hours thereafter. It is understood that taking a rest period should not interfere with the normal course of work.

When a meal or rest period is not made available due to work restraints, in accordance with state law, employees shall receive one additional hour of pay at their regular rate of pay for each meal or rest period missed. Supervisors should be informed if the employee is unable to take a meal period.

The employee may voluntarily waive a meal period in the following situations:

- If the shift will be completed within six hours, the meal period may be waived.
- If the employee works in excess of ten hours, but not more than 12, the second meal period may be waived.

For meal period waivers, a meal-waiver agreement form must be on file, approved by both the employee and the supervisor.

2.8 OVERTIME MEAL ALLOWANCE

The Employer shall furnish meals or pay a meal allowance of \$15.00 for employees who are required to work overtime on non-emergency or emergency work as follows:

- (A) When an employee is held over on duty for two hours or more after their shift ends, and every fourth hour thereafter, the employees shall be permitted a one-half hour meal period.
- (B) When an employee is called back to work, and is on duty for a period of four consecutive hours and every fourth hour thereafter, the employee shall be permitted a one-half hour meal period.

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 the employee's regularly scheduled number of hours in a day, 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.

2.10 ON-CALL DUTY - STANDBY PAY

Due to the potential emergency nature of water and wastewater operations, Tuolumne Utilities District must have employees available and on-call after normal working hours, including nights, weekends and holidays.

On-call schedules will be posted and employees' on-call status will be rotated in an attempt to be fair to all. However, employees assigned to modified work because they are unable to perform their regular job duties will only be allowed to serve in an on-call status if the employee can perform all of the duties of the callback job position. Employees can use the time spent on standby duty status primarily for their own benefit, however, they must be accessible by telephone or pager and shall respond by telephone contact within 15 minutes.

Employees are paid the following for being on-call, regardless of whether or not they are called in to work:

Weekdays: Two hours of straight time for each day on stand-by
 Weekends/Regularly Scheduled Days Off: Three hours of straight time for each day on stand-by

Holidays: Three hours of straight time for each holiday on stand-by

Once the employee is dispatched to respond to a call, that time is counted as regular hours worked, and apply as hours counted toward overtime. Time begins when the employee starts travel to the work site and ends when they arrive at their home.

Guarantee Pay: The employee is guaranteed a minimum of three hours of straight time pay for each call out event.

2.11 RESIDENCY REQUIREMENTS

Employees required to participate in the on-call/stand-by work schedule shall be subject to the following requirements:

Employees shall be required to live, within six months from date of hire, within 18 miles from the main facility complex to ensure prompt response to emergencies.

2.12 CALL OUT PAY

Any employee called back to work after the regular work shift shall be entitled to call out pay. Special tours of duty scheduled in advance (24-hour notice) are not call out hours for purposes of this section. An employee need not be assigned stand-by duty to be entitled to receive call out compensation.

Call out compensation shall be paid in the following manner:

- ♦ The employee shall be paid for three hours at their regular straight time hourly wage rate for each call out occurrence. Time actually worked is paid at the applicable overtime rate.

Any employees, whether on stand-by or not, required to work overtime between 11:00 p.m. and 5:00 a.m. for more than two hours shall be given eight hours off before being required to report to work on their next regular shift. They shall be paid the regular straight time rate of pay from the start of their regular shift.

Any employees required to work beyond their regularly scheduled work shift shall be afforded an opportunity to contact their place of residence by telephone or such contact may be relayed by radio and the answering service.

All employees who are operating at a distance from the District yard shall be allowed a reasonable amount of time to have all equipment and tools picked up and in the yard on or before quitting time.

For both on-call and call outs, the employee must record the date, time, reason for call, and the amount of time worked.

2.13 COMPENSATORY TIME OFF

Employees may elect to earn compensatory time off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one-half or double time for all overtime hours as applicable, up to a

maximum of 80 hours. Upon consent of the Employer, an employee may take comp time off equal to his/her earned CTO up to a maximum of 40 hours. Any unused comp time off will be paid out based on the balance of the last pay period of November each year.

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 the differential between the range of the employee's old classification and the range of the employee's new classification, 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.

2.15 MAKE-UP TIME

The employer can approve a written request from an employee to make up work time that is lost as a result of a personal obligation of the employee. The make-up work time must be performed in the same workweek in which the time was lost, and it will not be counted as overtime.

2.16 EDUCATION AND TRAINING TIME / TRAVEL TIME

Time spent at employer-required or approved lectures, work courses, continued education or specialized training, employer-sponsored training programs, or employee meetings is counted as time worked.

Travel time to employer required or approved training outside the District boundary is counted as time worked.

2.17 CERTIFICATIONS AND LICENSES

It is the 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.

Article 3 – Job and Performance Reviews

The wage rates and job classifications set forth and listed in Article 6.1 shall apply to all employees covered by this Memorandum and shall be made a part hereof.

The Employer shall have the sole discretion in all hiring decisions, including selecting and hiring new employees, and filling internal openings.

3.1 PROBATIONARY PERIOD

All new and rehired employees 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. The probationary period for promotions of regular, full-time employees shall be six (6) months.

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 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.

3.3 DISCIPLINARY ACTIONS

No employee shall be suspended without pay, disciplinarily reduced in pay, disciplinarily demoted or discharged for disciplinary reasons without due process to the extent required by law. An employee subject to any of these disciplinary actions may appeal the discipline to an advisory hearing officer. The advisory hearing officer's decision will be reviewed by the General Manager along with the record generated at the advisory hearing. The General Manager will make the final ruling on the disciplinary appeal.

3.4 SALARY SCHEDULE

The Employer uses a five step Salary Schedule 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
12 months (1 Year)	B
2 years	C
3 years	D
4 years	E

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 the differential between the range of the employee's old classification and the range of the employee's new classification, closest to 5%. The next merit review date will follow a six-month promotion probationary period.

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 probationary period, and future step increases shall be administered on an annual basis.

3.7 TRANSFERS

If an employee is transferred to a new classification with the same salary range, his rate of pay and salary time schedule shall be unchanged.

3.8 DEMOTIONS

If an employee is demoted, his salary shall be changed to the first step within the range for the new classification which results in a pay decrease representing a minimum of approximately 5% under the employee's rate of pay in his old classification. The salary time schedule will remain unchanged.

Salary changes will typically be effective the first day of the pay period following the action.

3.9 LONGEVITY INCREASES

After 15, 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 2¹/₂% increase
- After 25 years, the employee will receive an additional approximate 1% increase

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

Article 4 - Leaves of Absence / Time Off

Tuolumne Utilities District permits leaves of absence for a variety of circumstances. Employees should notify their supervisors and must request a leave of absence in writing. The General Manager makes the final decision to grant, deny or extend all leave requests.

4.1 JURY DUTY

At the time an employee receives a jury summons, it should be presented to the supervisor immediately.

Any regular full time employee who is required to report to jury duty or jury panel service will be paid their regular pay not to exceed eight hours per day or forty hours per week. The employee must submit the receipt given by the court. The employee may keep all mileage checks issued by the court.

If dismissed from jury duty before the end of the workday, the employee must contact their supervisor for instructions on whether to return for work for the rest of the workday.

Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation pay, health and welfare and pension contributions.

4.2 TIME LOST UNDER SUBPOENA / WITNESS DUTY

If an employee is subpoenaed or otherwise requested to testify as witnesses for the Employer, the employee will receive paid time off for the entire period of witness duty.

When an employee is requested to appear by a party other than the Employer, the employee will be unpaid, unless the employee elects to use any available vacation leave.

The subpoena should be shown to the employee's supervisor as soon as possible so operating requirements can be adjusted. The employee is expected to report for work whenever the court schedule permits.

4.3 BEREAVEMENT LEAVE

The purpose of bereavement leave is to provide the employee with time to attend the funeral of a family member and to handle personal affairs without a loss of pay. Employees will be granted up to three days leave with pay in the event of the death of an immediate family member. Up to five days will be granted if the employee is required to travel beyond a radius of 1,000 miles.

Definition of immediate family member:

- Mother
- Mother-in-law
- Father
- Father-in-law
- Stepfather
- Stepmother
- Husband
- Wife
- Brother
- Sister
- Stepbrother
- Stepsister
- Child
- Stepchild
- Grandparents
- Registered Domestic Partner

If an employee is not eligible for bereavement leave with pay, he/she may be given time off without pay in case of a death in the family.

4.4 SICK LEAVE

4.4.1 The intent of sick leave is to provide a continuity of full salary to those employees who are unable, because of illness or injury, sustained on or off the job, to perform the duties of their positions. Sick leave shall be allowed and used in case of sickness or disability, medical or dental treatment, or in case of an illness or injury in the immediate family, or as otherwise required by law.

4.4.2 Regular full-time employees accrue 3.692 hours of sick leave per pay period (2.4 weeks per year). Sick leave does not accrue if the employee is on leave without full-time pay. Accumulated hours of sick leave may be applied toward time in employment for retirement purposes, as provided in Section 20965 of the Public Employees' Retirement Law (see Article 5.9).

4.4.3 Upon completion of one month of employment with the Employer, employees may use sick leave with pay in case of bona fide illness of the employee or in the event of illness or injury in the employee's immediate family. Immediate family normally means father, mother, husband, wife, registered domestic partner, son, daughter, foster children, sister, brother, mother-in-law, father-in-law; however, this definition shall be expanded by the Employer to include other persons with whom the employee had enjoyed a parent or family-like relationship. Sick leave may be granted because of illness or injury in the employee's immediate family and shall be allowed up to 50% of the annual accrual in accordance with California law, but this period may be extended for reasons held to be sufficient by the Employer.

4.4.4 Bona fide illness shall include pregnancy when the pregnancy incapacitates the employee to the extent that she cannot perform the essential duties of her job.

4.4.5 No person shall be entitled to use sick leave with pay while absent from duty on account of sickness or disability sustained while on leave of absence other than his or her regular vacation.

4.4.6 No paid sick leave shall be granted in excess of the employee's accumulated sick leave balance.

4.4.7 In order to receive compensation while on sick leave, the employee shall notify his immediate supervisor or foreman prior to or not later than the beginning of the work day in his department. The supervisor or foreman shall waive the above requirements if an emergency or other exceptional circumstances so warrant.

4.4.8 Employees shall be charged and paid sick leave at the rate of eight hour's sick leave for each full day absent, until all accumulated sick leave is expired.

4.4.9 Computation of sick leave shall not include regular days off or holidays provided these are not in conflict with the established work schedule within his department.

4.4.10 When an employee, absent from duty because of illness or injury, has used all of his sick leave, he has the option to use any accrued vacation leave.

4.4.11 When absence is for more than three consecutive working days, the Employer may require the employee to furnish a certificate or statement from a regular licensed health care provider indicating the duration of his incapacity.

4.4.12 An employee who becomes incapacitated for work due to his illness or injury while on paid vacation, may substitute his sick leave credits for vacation provided his request for sick leave substitution is accompanied by a licensed health care provider statement or other evidence satisfactory to the Employer verifying the incapacity of the employee.

4.4.13 During the time an employee is absent from work by reason of injury or illness and is not on a legally protected leave, and he is utilizing his accrued sick leave and/or vacation at the employee's full-time hours and rate of pay, the employee shall be within pay status and continue to accrue sick leave and vacation benefits and the District will continue to provide pension, health, dental and vision benefits as if the employee was working regular, full-time.

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 payments with any remaining 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 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.

4.6 PERSONAL LEAVE

Employees who are faced with a severe personal problem that does not 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 are not earned during the unpaid portion of the personal leave of absence, and an employee on leave is not eligible for holiday pay. The employee 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.

4.7 EDUCATIONAL LEAVE

An educational leave of absence without pay may be granted with General Manager approval if it has been determined by the Employer that both the employee and the District would benefit from the resulting job skill enhancement.

A position occupied by an employee on educational leave may be occupied simultaneously by another employee, but the employee on such approved leave has an absolute right to return to the position following termination of educational leave.

Each employee shall be considered to have status as a full-time employee while on educational leave. However, the Employer will not continue to provide health and welfare benefits and an employee will not be eligible to accrue vacation and sick leave credits.

Each employee to whom educational leave is granted shall receive, in lieu of regular salary, such stipend as may be authorized by the Employer. They shall also receive payment for tuition, registration fees, necessary books and supplies, maintenance allowance and travel expense, as authorized by the Employer.

No payment shall be made to or on behalf of any employee on educational leave in excess of the amount for which the Employer has authorized.

Employees requested by the Employer to participate in Employer approved courses of study shall be reimbursed at the successful completion of the course for tuition, registration fees, necessary books and supplies and travel expenses.

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.

Failure of an employee to provide written notification as required or to return to his employment upon termination of an authorized medical leave of absence or acceptance of other employment while on a leave of absence shall be grounds for dismissal from employment of the Employer.

Article 5 – District Benefits

Tuolumne Utilities District offers a comprehensive package of group insurance and other benefit programs to its employees. Complete and official details of the group insurance are contained in plan documents. The plans are briefly highlighted below. Refer to official plan documents for important details not covered here. Benefits are available to full-time regular employees (scheduled to work 30 hours or more per week).

It is recognized that such plans may change as to scope of benefits offered and deductibles charged by the insurance provider, and that such changes are beyond the ability of the Employer to control. The employer has the authority to review other insurance plans, if those plans will provide equal or better coverage. Implementation of any new medical plan covering employees and retirees and their dependents must receive union approval.

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 the PERS Choice health plan.

Employee Premium Payments

Employees are responsible for paying 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.

5.2 DENTAL INSURANCE

The Employer provides, at no cost to the employee, dental insurance to regular, full-time employees and their dependents, including orthodontics for eligible dependents up to 26 years of age, as currently provided through Delta Dental Plan of California, or a comparable plan.

5.3 VISION INSURANCE

The Employer provides, at no cost to the employee, vision insurance to regular, full-time employees and their eligible dependents up to 26 years of age through Vision Service Plan, or a comparable plan.

5.4 LIFE INSURANCE

The Employer provides, at no cost to the employee, a policy of life insurance at two times annual earnings, subject to a maximum of \$300,000 for all regular, full-time employees.

5.5 SHORT- and LONG-TERM DISABILITY

Short and Long-Term Disability Insurance supplements State Disability payments and other disability earnings. The employee receives 66 2/3% of salary to a maximum dollar amount. There is a two-month waiting period for Short-Term Disability and a six-month waiting period for Long-Term Disability. This benefit is provided at no cost to the employee.

5.6 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The EAP provides confidential assistance with difficulties related to family and relationships, substance abuse, legal and financial concerns, and stress and emotional problems. This service is provided by the Employer at no cost to employees and their eligible dependents.

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 2020:

Tier	Hire date	Retirement Formula	Final Compensation Period	Employer Paid Member Contribution (EPMC) and Member Contribution Amounts	Employee Paid Employer Contribution (Employee Cost Sharing)
1	Prior to 1/1/11	2.7% @ 55	Single Highest Year	Employer Pays 0%, employee pays full 8%	7/1/2022: Employee pays 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%	7/1/2022: Employee pays 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%	7/1/2022: Employee pays 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	

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

5.8 VACATION

The Employer provides time off to regular full-time employees as follows (temporary and part-time employees do not accrue paid vacation):

Years of service	Accrual per pay period	Days per year
0 - 2 years	3.08 hours	10 days
3 - 9 years	4.62 hours	15 days
10 - 19 years	6.15 hours	20 days
20 years & over	7.69 hours	25 days

The maximum vacation accrual for hourly employees is 45 days (360 hours). If the maximum accrual is reached, vacation no longer accrues until some of the previous vacation hours are taken. Employees cannot receive vacation pay for hours they have not accrued.

Regular full-time employees can take up to one week accrued vacation with pay after six months of continuous service. On an individual basis, the General Manager may authorize an employee to take time off without pay prior to six months.

The scheduling of vacation is based on the District's operational needs and the requests for vacation of other employees. Vacation requests shall be submitted as early as possible after the beginning of the year. The supervisor will approve or deny the request within two weeks from receipt of the request form.

In case of a conflict of vacation dates, the senior employee will be given preference, providing the conflict requests have been made during the first month of the year.

If an employee becomes sick while on vacation, sick leave may be charged if an employee provides verification from a licensed health care provider to the supervisor.

Vacation leave does not accrue if the employee is on leave without full-time pay.

Upon an employee's separation from District service, all accrued vacation will be paid at the current rate of pay.

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 years of continuous 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 separation 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 are eligible to receive payment for sick leave upon 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.

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 – 3rd Monday in January
3. President's Day – 3rd Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4th
6. Labor Day – 1st 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^{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 pay.

If a holiday falls on an employee's regularly scheduled day off, eight hours of holiday pay will 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.

5.11 FLOATING HOURS

The district grants eight additional hours of time off. The floating hours can be taken with prior supervisor approval. The eight hours will appear on the first payroll check in January and must be used during the

calendar year or the time will be forfeited. Employees hired after July 1 of each year will receive a pro-rated amount of four floating hours.

5.12 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.

5.13 BOOT ALLOWANCE

The Employer provides an annual safety-toed boot allowance each year to field employees. Boots may be purchased through the Employer's approved vendors, or the employee may purchase from another vendor and provide the receipt to the Employer. Boots must meet ASTM safety standards and the employee must present a receipt showing the cost of the boots and boot accessories to be eligible for reimbursement. The maximum allowance set by the employer is \$285.

5.14 DEFERRED COMPENSATION PLANS

The Employer offers three tax deferred investment plans:

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

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

5.15 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 pursuant to Section 22892(b)(1) of the California Government Code.

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.

5.16 TUITION REIMBURSEMENT

Tuition reimbursement is available to regular full-time employees. The courses selected must be job-related and must enhance the individual's performance in their present position. Courses of study eligible are from accredited colleges, universities, trade schools and business schools. Approval for tuition reimbursement must be obtained from the General Manager before class enrollment.

Should an employee be entitled, Employer will pay the appropriate percentage on the difference between tuition costs and such reimbursements from other sources. Expenses which will be considered for reimbursement include registration, tuition, lab fees, books and supplies.

The cost of nonacademic fees and cost items are not eligible for reimbursement consideration. Upon proof of a passing grade upon completion of the course, the Employer will reimburse up to the maximum benefit of \$1,000.

Article 6 – Classification and Compensation

6.1 CLASSIFICATION RANGES

Position	Range
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
Collections Foreman	42/44
Communications Technician 1	40
Communications Technician 2	44
Construction/Maintenance Foreman w/ D-3	42
Construction/Maintenance Foreman w/ D-4	44
Customer Service Clerk	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 Technician 1	34
Engineering Technician 2	38
Engineering Services Technician	43
Engineering Tech/Inspector	44
Equipment Mechanic 1	32
Equipment Mechanic 2	36

Position	Range
Fleet Foreman	44
Meter Technician 1	27
Purchasing Agent	44
Sr. Meter Reader/Meter Technician 2	29
Surveyor	53.1
Utility Worker 1	26
Utility Worker 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

6.2 SALARY ADJUSTMENT

- 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 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-1 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.

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

Article 7- Term

7.1 SAVINGS CLAUSE – TERM, TERMINATION AND RENEWAL

Should any section or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section or provisions shall not invalidate the remaining portions and shall remain in full force and effect for the duration of this Memorandum.

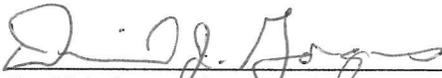
Provided further, the Employer and the Union agree, at that time, to bargain where possible a provision to legally replace that portion declared illegal.

7.2 This Memorandum shall be effective as of final Board adoption and remain in effect until June 30, 2023. 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 to 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 contract or a contract containing the proposed modifications.

IN WITNESS WHEREOF, the parties hereto, by the authorized representatives, have executed this Memorandum between Tuolumne Utilities District and Northern California District Council of Laborers/Construction, Production and Maintenance Laborers' Local Union #1130 on this 13th day of February 2018.

NORTHERN CALIFORNIA DISTRICT COUNCIL OF
LABORERS/CONSTRUCTION, PRODUCTION AND
MAINTENANCE LABORERS' LOCAL UNION #1130

Date: 10-2-2020


David J. Gorgas, Business Manager, #1130

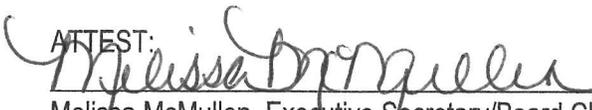
Date: _____

NCDCL Secretary-Treasurer

TUOLUMNE UTILITIES DISTRICT

Date: 10-16-20


Bob Rucker, President
Board of Directors

ATTEST:

Melissa McMullen, Executive Secretary/Board Clerk

TUOLUMNE UTILITIES DISTRICT
Memorandum of Understanding
October 13, 2020 – June 30, 2023
EMPLOYEE ACKNOWLEDGMENT FORM

This Memorandum of Understanding has been negotiated between Tuolumne Utilities District and Northern California District Council of Laborers/Construction, Production and Maintenance Laborers' Local Union #1130. PLEASE READ IT CAREFULLY. Upon completion of your review of this Memorandum of Understanding, please sign below, and return to the Human Resources Director to place in your personnel file.

I, _____, have received and read a copy of the Memorandum of Understanding. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in the Memorandum of Understanding. I understand this MOU only covers specific items, and the Employee Handbook is to be followed for all other procedures and policies.

Print Name

Employee Signature

Date

Witness Signature

Date