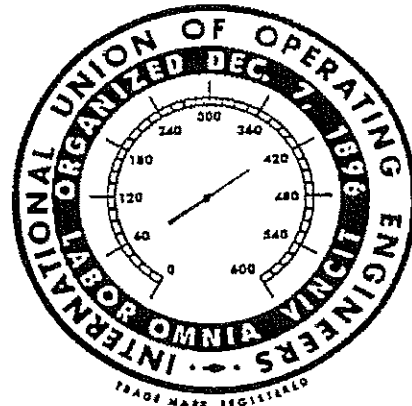


Memorandum of Understanding

Stationary Engineers, Local 39

**Dublin San Ramon Services District
and
International Union of Operating Engineers
Stationary Engineers, Local 39**



December 26, 2011 – December 18, 2016

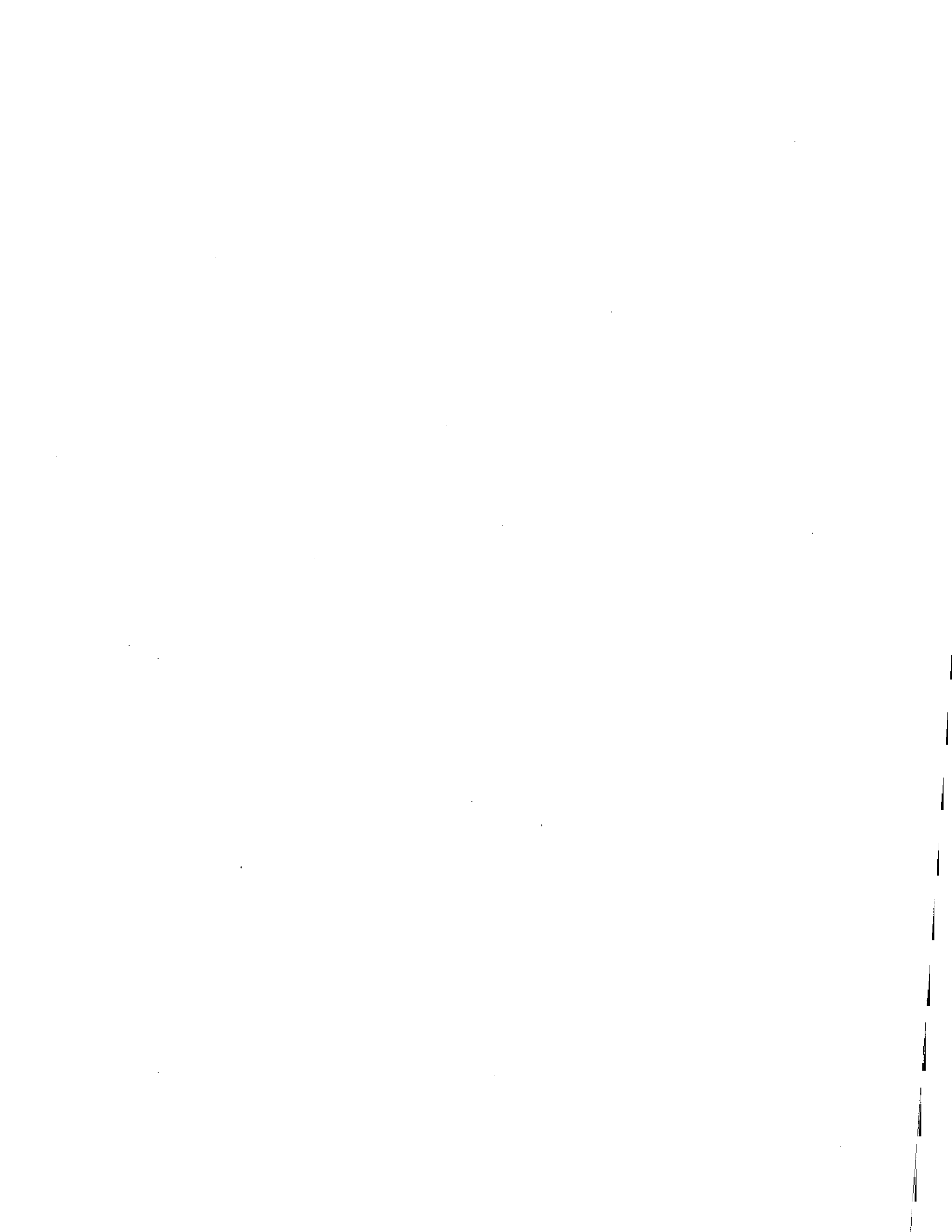


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between
Dublin San Ramon Services District
and
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MEMORANDUM OF UNDERSTANDING
between
DUBLIN SAN RAMON SERVICES DISTRICT
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 39, AFL-CIO

This Memorandum of Understanding ("MOU") is entered into pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding has been presented to the Dublin San Ramon Services District Board of Directors as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing December 26, 2011 and ending December 18, 2016. This MOU will supersede in its entirety that MOU of May 19, 2010, and ending December 25, 2011. The effective date of this MOU is December 26, 2011. During the time this MOU is in force, either party may raise an issue and the other party, after meeting and hearing the issue, may agree to meet and confer regarding the issue.

Section 1. Recognition

1.1 Union Recognition

The International Union of Operating Engineers, Local Union No. 39, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the classifications listed in Appendix A.

1.2 District Recognition

The General Manager, or any person or organization duly authorized by the General Manager, is the representative of Dublin San Ramon Services District, hereinafter referred to as the "District," in employer-employee relations, as provided in Resolution 69-09 adopted by the Board of Directors on December 15, 2009.

1.3 General Manager

Whenever the General Manager is mentioned in this MOU he/she may unilaterally delegate, in writing, the duty or power granted to him/her to another person.

Section 2. Union Security

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the General Manager only to the Union, provided that the District is capable of making such deductions in its payroll system. The following procedures shall be observed in the withholding of employee earnings:

(1) Payroll deductions shall be for the specific amount and uniform as between employee members of the Union and shall not include fines and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the District.

(2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the General Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the employee by written notice to the General Manager. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned.

(3) Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

(4) The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. In this connection, all other required deductions have priority over the Union dues deduction. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

(5) The Union shall file with the General Manager an indemnity statement wherein the Union shall indemnify, defend and hold the District harmless against any claim made and against any suit initiated against the District on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

Section 3. Union Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the General Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed four (4).

Section 4. Access to Work Locations

Reasonable access to employee work locations shall be granted to the business representative for the purpose of processing grievances or contacting members of the Union

concerning business within the scope of representation. The business representative shall not enter any work location without the consent of the General Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

Section 5. Use of District Facilities

District employees or the Union or their representatives may, with the prior approval of the General Manager, be granted the use of District facilities during non-work hours for meetings of District employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs and whiteboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

The District e-mail system shall not be used for Union business or activities other than to distribute job descriptions or the time, location, agenda and minutes for planned meetings.

Section 6. Bulletin Boards

The Union may use portions of District bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the Union that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (3) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union's materials.
- (4) If the Union does not abide by these rules, it will forfeit its right to have materials posted on District bulletin boards.

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Directors and the Union shall be given the opportunity to meet with the General Manager or representative prior to adoption. In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest

practical time following the adoption of such ordinance, rule, resolution or regulation.

Section 8. District Rights

The rights of the District include, but are not limited to, the exclusive right to determine its mission and the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Section 9. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, marital status, sex, religion, age, mental or physical disability, veteran status, medical condition, sexual orientation, pregnancy or legitimate Union activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District.

Section 10. Hours of Work

Regular Workweek and Regular Workday

The regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours. The employees may request an alternate work schedule such as a 9/80 schedule, a 4/9 + 4 work schedule or a 4/10 work schedule and, at the sole discretion of the General Manager, such schedule may or may not be granted.

Section 11. Overtime, Call Back, Shift Differential, Standby Pay, Meal Allowance

11.1 Authorization

All overtime worked must be approved in advance by the General Manager or his or her designated representative.

11.2 Definition

Any authorized time worked in excess of the employee's regular workweek shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. This Section 11.2 shall be subject to Section 4.05 of the District Personnel Rules and Regulations. Holiday pay and Employee Leave Bank pay will count as time worked for purposes of computing overtime pay. Holiday pay is defined as scheduled District holidays including deferred holidays.

11.3 Call Back

If an employee responds to a work related alarm or a phone call on his/her regular day off, or before or after his/her assigned work shift, and if the employee is able to properly resolve the alarm or provide useful information to the caller without actually driving to the work

site, then he/she shall receive a minimum of two (2) hours of pay at time and one-half (1-1/2). If the employee responds to one or more additional alarms or phone calls within two (2) hours of receiving the first alarm or phone call, then the employee shall not be due any additional compensation for properly resolving the subsequent alarms or phone calls. However, if the employee responds to an alarm or a phone call and it has been more than two (2) hours since they received a previous alarm or phone call for which they received pay, then he/she shall receive another two (2) hours of pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee must report for his/her regular starting time less than two (2) hours after receiving the alarm or phone call, in which case the employee shall be paid time and one-half (1-1/2) only until the beginning of his/her regular starting time. If an employee is called back to work, he/she shall, upon reporting, receive a minimum of two (2) hours of work or, if two (2) hours of work is not furnished, a minimum of two (2) hours' pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee is called to report before his/her regular starting time and is worked from the time he/she reports to his/her regular starting time.

11.4 Shift Differential

Employees who are regularly assigned and work a swing or grave shift shall be paid a fixed amount per shift in addition to their base pay. The fixed amount during the term of this MOU shall be fifty-two dollars (\$52).

11.5 Standby Pay

Employees assigned by the District to standby duty will receive an additional twenty-four (24) hours of straight-time pay for each week during which the employee is assigned to standby duty and an additional eight and one-quarter (8-1/4) hours of straight-time pay for each holiday which occurs during an employee's standby duty.

Should an employee's standby assignment be extended due to a holiday or other reasons, the employee will receive an additional 3.42 hours of straight-time pay for each additional day of coverage and an additional 8.25 hours of straight-time pay for each holiday of coverage. The next employee on standby duty, whose standby duty is shortened due to a holiday or other reasons, will receive 3.42 less hours of straight-time pay for each day not performing the standby assignment.

The standby employee will respond to call outs for all District facilities other than the Treatment Plant. Employees on standby duty are to function as first responders to call outs to assess the reason for the call out and to correct the problem or summon additional resources as necessary. As examples: if a qualified sewer employee is required to correct the problem, additional staff is summoned; or if the problem is an intrusion alarm, the police are summoned to investigate. The District will conduct four (4) hours of training each year for all employees subject to standby duty to be trained to respond appropriately to the various types of call outs that may occur.

11.6 Meal Allowance

A ten dollar (\$10.00) meal allowance shall be provided to employees required to work four (4) or more hours of overtime when such overtime is worked. The payment of said meal allowance shall be via the District's payroll system and subject to all applicable Federal and State income reporting procedures.

11.7 Compensatory Time

An employee shall be allowed to accrue up to a maximum of eighty (80) hours of compensatory time annually, with no more than 80 hours banked in total for the calendar year. Employees may request compensatory time off even though overtime is required to cover the employee's shift. The coverage employee may not accrue compensatory time for said time worked and will be paid at the overtime rate.

Section 12. Salaries

12.1 Rates of Pay

Effective on the first day of the first pay period of the calendar years 2012 through 2016, bargaining unit members will receive a percentage salary increase that is equal to the percent change in the change in the CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-San Jose, CA, all items 1982-84 = 100, current series) for the twelve (12) month period ending October 31. During the term of the MOU, in the event that CPI is less than 0.0% for the twelve month period ending October 31, the "floor" for CPI shall be 0.0%

12.2 Deferred Compensation Incentive

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. On the first pay date of the first full pay period of each calendar year of 2012, 2013 and 2014, the District will contribute a lump sum of \$1,000 to each employee's 457 Plan account as a means to encourage employees to plan for their post retirement years. Employees must submit their Deferred Compensation enrollment form to Human Resources prior to the first pay period of the calendar year in order to be eligible. Additionally, the District will contribute on behalf of each employee an amount equal to 100% of the first \$1,500 the employee voluntarily contributes to the 457 Plan. For example: If an employee voluntarily contributes \$500 to his/her 457 Plan, the District shall 'match' the employee's contribution the full \$500. If the employee voluntarily contributes \$1,500 to the 457 Plan the District shall 'match' the contribution by contributing an equal amount of \$1,500 to the employee's Plan. If the employee voluntarily contributes to the 457 Plan an amount in excess of \$1,500 such as \$3,500, the District's contribution will remain \$1,500 for the Plan contribution year.

Table 1- (Calendar Years 2012, 2013, and 2014)

Pay Period	Employee Contribution	District Match	District-Paid Lump Sum	Total Contribution
1	\$0	\$0	\$1,000	\$1,000
2	\$500	\$500	\$0	\$2,000
3	\$500	\$500	\$0	\$3,000
4	\$500	\$500	\$0	\$4,000
5	\$500	\$0	\$0	\$4,500

Beginning on the first pay date of the first full pay period of calendar year 2015 and 2016, the District will contribute on behalf of each employee an amount equal to 100% of the first \$2,500 the employee voluntarily contributes to the 457 Plan. On the last pay date of the

calendar year 2016, the District will no longer contribute on behalf of the employee to the Employee's 457 Plan account.

12.3 IRS 414-H2 Plan

The District will maintain an IRS 414-H2 Plan for employee-paid retirement contributions.

12.4 Total Compensation Surveys

All total compensation surveys shall be conducted by District in accordance with Compensation Survey Procedures in Section 12.5.

12.5 Compensation Survey Procedures

During the term of this MOU, the District may have the need to conduct compensation surveys to establish new Baseline Salaries as a result of establishing new Job Descriptions, or a result of mutual agreement between Local 39 and District or as otherwise outlined in this agreement. Surveys will be conducted in a manner consistent for all District's bargaining units except surveys for Local 39 will incorporate only base salary plus one thousand dollars (\$1,000) for employer maximum annual contributions to employee 457 plan (total compensation). The compensation benchmark will be the sixtieth (60th) percentile of the comparable positions at the survey agencies. The following list of agencies will be used to establish the benchmark level of salaries:

EBMUD	Livermore
ACWD	Pleasanton
CCCSA	DDSD
CCWD	Oro Loma
USD	

12.6 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering District service shall be the minimum salary for the class to which appointed. When circumstances warrant, the General Manager may recommend and the Board of Directors may approve an entrance salary which is more than the minimum salary. The Board of Director's decision shall be final.

12.7 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the department head and approval by the General Manager.

Subject to the provisions of this Section, an employee shall receive step increases in salary as follows:

Step B upon completion of twelve (12) months' service in Step A;
Step C upon completion of twelve (12) months' service in Step B;
Step D upon completion of twelve (12) months' service in Step C;
Step E upon completion of twelve (12) months' service in Step D.

12.8 Salary Increase Upon Promotion

When an employee is moved from one class to a class with a higher maximum salary, the salary in the higher class shall be the minimum salary for that class, unless that minimum is lower than, or the same as, the employee's salary at the time of reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher class, which is a least five percent (5%) greater than his/her present rate.

An active employee who is appointed to a Local 39 position, such as a reclassification or promotional appointment, shall be subject to 'Y-rating' of their salary if the employee's current salary is higher than the Step E rate for the new position. In the event of Y-rating, the employee's salary will be frozen at the employee's current pay rate until such time as the market Step E rate for the employee's new Local 39 position is adjusted higher than the employee's Y-rated salary. All Y-rated employees shall only receive ½ of CPI as determined in Section 12.1.

12.9 Certification

Upon approval of the supervisor, the District shall allow an employee time off with pay if the certification exam falls between the hours of the employee's assigned shift, for the purpose of taking an exam for required certification. Upon successful passage of the exam, the District will pay for any certificates, including renewal, as set forth in the employee's classification series.

12.10 Operator Certificates

An Operator I who is certified as an Operator II or higher shall receive the Operator II rate of pay upon successful completion of all State requirements.

12.11 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative and who is required to perform all of the duties of a position having a higher salary range, will be paid the first step of the higher range which is at least five percent (5%) higher than the employee's present salary during the period of the out-of-class assignment.

Acting assignments in CY 2012 and CY2013 will be made after three (3) working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for more than three (3) consecutive working days, said employee shall be temporarily promoted to the higher position with retroactive pay to the first day of said assignment. In all subsequent calendar years of the remaining term of this MOU acting assignments will be made after one work day.

12.12 Good Faith

On a good faith basis, if another District bargaining unit negotiates a most favored nation clause, the parties agree to reopen and meet and confer on a most favored nation clause.

Section 13. Health and Welfare

13.1 Medical

(a) Health Care Insurance: The District is committed to provide health care (medical)

insurance to each employee. The District shall provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations and two choices for Preferred Provider Organizations. In the event that this level of coverage does not remain reasonably available during the term of this MOU, the parties shall meet and confer in good faith to amend this Section 13.1(a) of the MOU.

(b) Health Care Premiums: District shall pay employee Health Care Premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee's situation. The employee shall pay the balance of the cost incurred in excess of the Health Care Premium Maximum Contribution, including any administrative fees or service charges.

The District Maximum Contribution health care baselines are as follows:

Employee	\$473
Employee + one	\$946
Family	\$1,230

Each year, upon notification of new premiums by the District's health care provider, the District will identify the lowest cost HMO and PPO plans that are offered under the Bay Area Region plan or a successor provider and are available in Alameda County. The higher cost plan of the two (Base Plan) will form the basis for the calculation to determine the new District Health Care Premium Maximum Contribution for that plan year.

Effective on January 1st of each calendar year through the last month of the term of this MOU, with the exception of CY2012 in which the new cost-sharing formula will commence on February 1, 2012, Local 39 employees will share in the cost of future health care premium increases above the baseline as described in the example below. Cost increases will be shared 60% by the District and 40% by the employee, with the employee's maximum share of the cost of the Base Plan limited to a 20% share. Each year's Base Plan premium will be compared to the baselines established above. The new Maximum Contribution will be calculated by adding 60% of the increase to the baseline to establish the Maximum Contribution for that year. If at any time the calculated Maximum Contribution is less than 80% of the Base Plan cost, the Maximum Contribution will be 80% of the Base Plan for that year.

This example is illustrated below in table form:

	Premium	Increase from Base	DSRSD Share of Increase	Local 39 Share of Increase	District Maximum Contribution	District % of Premium
<i>Base amount</i>	<i>\$ 1,230</i>					
2012	\$ 1,587	\$ 357	\$ 214	\$ 143	\$ 1,444	91%

Local 39 employees will pay those amounts in excess of the District Health Care Premium Maximum Contribution and the premium of the plan they select. The District's Base Plan premium will always be greater than or equal to the baseline. Employees may select other health plans as they are made available and pay the additional amount between the Base Plan contribution and the premium for the selected alternative plan. Base plan amounts will be rounded to the nearest dollar.

In the Fall of 2013 and upon notice of either party, the District or Union representatives shall meet and confer regarding the impact of health care premiums paid under this section (1) by either party if (1) the maximum projected employee contribution in 2014 for plans available in the CalPERS Bay Area Region results in either: a) two HMOs with a cost of more than \$500 per month for EE+2 coverage, or, b) a cost of two PPOs with a cost of more than \$500 per month for EE+2 coverage (excluding PERSCare PPO) or, (2) there are projected to be significant impacts on either party related to the implementation of the Federal Health Care Act in 2014.

(c) Retiree Health Care: The District will contract with CalPERS to provide post-retirement health benefits through the CalPERS Vesting Program for Retiree Health Care. All District employees hired after the implementation date of the program will be enrolled in the Vesting Program. District employees hired prior to the program implementation date will be offered the option annually to opt into the program as allowed per CalPERS regulations.

(d) Changes to the Law: In the event Federal or State legislation, which provides health care coverage for employees covered by this agreement, is enacted into law and such legislation has an adverse impact on either party, the parties shall meet and confer regarding the impact of such legislation on the MOU.

(e) Waiver of Coverage: An employee who chooses to do so may elect in writing to forgo medical insurance coverage through the District and receive in cash via the payroll system the amount listed in the table below for the coverage he/she is eligible to receive from the District and in accordance with the Public Employees' Medical and Hospital Care Act Program. Said election must be made for the employee as well as his/her spouse and eligible dependents.

	Monthly Amounts				
	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016 and subsequent years
Employee	\$266.00	\$235.54	\$205.07	\$174.61	\$144.15
Employee + 1	\$532.00	\$471.07	\$410.15	\$349.22	\$288.29
Employee + family	\$692.00	\$612.75	\$533.50	\$454.25	\$375.00

13.2 Dental

The District shall provide each employee with dental care benefits covering the employee, spouse and eligible dependents.

13.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

13.4 Life Insurance, Short-Term and Long-Term Disability

The District shall provide each employee with Life Insurance, Short-Term and Long-Term Disability Insurance. Life Insurance is equal to an employee's annual salary, rounded up to the nearest \$5,000, to a maximum of \$50,000. Short-Term Disability Insurance provides for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a twenty nine (29) day waiting period. Benefits continue for a maximum of one (1) year if totally disabled. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days wait period.

Integration of short-term and long-term disability insurance benefits and sick leave is to be automatic; the District may not waive integration. In addition to the life insurance provided at District expense, the employer will make arrangements for employees to purchase additional life insurance at employee cost.

13.5 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse and eligible dependents.

13.6 Retiree Vision Care

Vision care will not be provided to employees who retire from the District other than as specified under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

13.7 IRS 125 Plan

The District agrees to continue an IRS plan for employee funded expense reimbursement.

13.8 Change in Employee Benefit Plans

The District intends to evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is acceptable to the Union.

Section 14. Retirement Plan

The Retirement Plan between the District and Public Employees Retirement System ("PERS") is documented in a separate MOU between Union and District entitled "Regarding PERS Retirement Formula Enhancement" dated November 17, 2004, and includes single highest year option and "Local Miscellaneous 2.7% at 55."

Section 15. Safety Shoes, Equipment, and Clothing (*formerly Section 15.0 Personal Safety Reimbursement Program and Sections 25.2 (Safety) and 25.4 (Safety Vests)*)

Employees that are required to wear safety shoes, personal protective equipment (PPE), or uniform clothing will be provided with these items purchased by the District as deemed necessary by the employee’s supervisor for the performance of their job duties. Safety shoes, when required, will be replaced by the District no less than once every 12-month period.

Section 16. Holidays

16.1 Holiday Right

Classified employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

16.2 Monday-Friday Employees

The following holidays are allowed for all employees working a Monday-Friday schedule, with pay:

Holiday	2012	2013	2014	2015	2016
New Year’s Day	Jan-2	Jan-1	Jan-1	Jan-1	Jan-1
Presidents’ Day	Feb-20	Feb-18	Feb-17	Feb-16	Feb-15
Memorial Day	May-28	May-27	May-26	May-25	May-30
Independence Day	Jul-4	Jul-4	Jul-4	Jul-3	Jul-4
Labor Day	Sept-3	Sept-2	Sept-1	Sept-7	Sept-5
Thanksgiving Day	Nov-22	Nov-28	Nov-27	Nov-26	Nov-24
Day after Thanksgiving	Nov-23	Nov-29	Nov-28	Nov-27	Nov-25
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-26

16.3 Shift Employees

The following holidays are recognized for all employees working a seven-day, rotating day off schedule:

Holiday	2012	2013	2014	2015	2016
New Year’s Day	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1
Presidents’ Day	Feb-20	Feb-18	Feb-17	Feb-16	Feb-15
Memorial Day	May-28	May-27	May-26	May-25	May-30
Independence Day	Jul-4	Jul-4	Jul-4	Jul-4	Jul-4
Labor Day	Sept-3	Sept-2	Sept-1	Sept-7	Sept-5
Thanksgiving Day	Nov-22	Nov-28	Nov-27	Nov-26	Nov-24
Day after Thanksgiving	Nov-23	Nov-29	Nov-28	Nov-27	Nov-25
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-25

If one of the holidays listed above falls during the employee’s vacation or on the employee’s

normal day off or if an employee is scheduled to work on a holiday, the employee will be allowed a regular workday off at a time determined by agreement between the employee and the department manager. If the department manager determines that it is not feasible to grant such other workday off, the employee shall be paid for any work performed on the holiday at the rate of time and one-half (1-1/2); provided that an employee who is entitled to pay for any such holiday if not worked shall receive such holiday pay in addition to the time and one-half (1-1/2) they are paid for working.

16.4 Floating Holidays

Beginning with the pay period commencing on December 26, 2011, five (5) Floating Holidays (40 hours) shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 17 of this MOU.

16.5 Deferred Holidays

A Deferred holiday may be earned by Local 39 shift employees who are required to work on a holiday as defined in Section 16.3 as a part of their regularly-scheduled work week, or if the holiday falls on the shift employee's regularly scheduled day off. A Deferred holiday may be requested at the option of the employee, to be banked in eight (8) hour increments, in accordance with Section 16.1. Employee requests for taking a Deferred holiday shall be approved in accordance with Section 17.2. All Deferred holidays earned by employees prior to December 31, 2011 will remain in effect with no expiration date or until used or paid out upon separation from employment. Deferred holidays earned on or after January 1, 2012 must be used within the calendar year earned, and if not used, a lump sum cash payout will be made to the employee on the last pay date of the calendar year.

Section 17. Employee Leave Bank

17.1 Eligibility

All Local 39 employees begin accruing Employee Leave (Leave) as defined in Section 17.4 from their hire date.

17.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee's supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

17.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 10 of this MOU.

17.4 Employee Leave Accrual Rate

Commencing with the pay period beginning December 26, 2011, six (6) months of employee vacation and floating holidays will be combined and posted into one leave bank called the "Employee Leave Bank", in accordance with the table below.

Commencing June 25, 2012, employee leave bank accruals will be posted bi-weekly. Leave accrues on a pay period basis and the accrual rate is determined by the employee's hire date. Example: For a full-time employee, the accrual rate during their first year of

employment is 4.62 hours per pay period.

The following table shows the conversion of the leave into the new system and is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

All employees					
Year	Vac	FH	Annual Days	Annual Hours	Hours PP
1	10	5	15	120	4.62
2	11	5	16	128	4.92
3	12	5	17	136	5.23
4	13	5	18	144	5.54
5	14	5	19	152	5.85
6	15	5	20	160	6.15
7	16	5	21	168	6.46
8	17	5	22	176	6.77
9	18	5	23	184	7.08
10	19	5	24	192	7.38
11	20	5	25	200	7.69
12	20	5	25	200	7.69
13	20	5	25	200	7.69
14	20	5	25	200	7.69
15	20	5	25	200	7.69
16	21	5	26	208	8.00
17	22	5	27	216	8.31
18	23	5	28	224	8.62
19	24	5	29	232	8.92
20	25	5	30	240	9.23
21+ Years	25	5	30	240	9.23

17.5 Use of Leave During the First Six (6) Months of Employment

Up to forty (40) hours of Employee Leave may be taken during the first six (6) months of employment with the District unless a different arrangement is specified in that individual's hiring letter.

17.6 Employee Leave Pay at Termination

Upon termination of employment, an employee shall be paid the cash value of his/her accrued Leave at the time of termination in accordance with the above schedule on a prorated basis. If the employee owes the District for unearned Employee Leave bank, the actual time owed shall be invoiced to the employee.

17.7 Leave Sell Back

Each full-time employee may sell back up to eighty (80) hours from the Employee Leave Bank at his or her current rate of pay once each calendar year covered by this MOU, provided that there is at least eighty (80) hours remaining after such sell back.

Section 18. Sick Leave

18.1 Benefits

Full-time Local 39 employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Commencing with the pay period beginning December 26, 2011, six (6) months of sick leave (forty-eight (48) hours for a full-time employee) shall be posted in advance. Commencing June 25, 2012, sick leave shall be posted bi-weekly.

Sick leave usage shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is credited.

If an employee leaves the employ of the District prior to the end of the calendar year, reconciliation of sick leave earned and taken to date of termination of employment shall be made. If the employee owes the District for unearned sick leave, the actual time owed shall be invoiced to the employee.

18.2 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor one-half (1/2) hour or one (1) hour at the Treatment Plant prior to the time set for beginning his/her duties, unless the employee is prevented from doing so by an emergency.

18.3 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than five (5) consecutive workdays, the employee shall file a physician's certificate or a personal affidavit with the department head stating the cause of the absence.

18.4 Illness in the Immediate Family

Leaves for illness in the immediate family are limited to three (3) workdays and are for the sole purpose of providing necessary care for an ill or injured member of the immediate family. Absences of more than three (3) days require a physician's statement indicating that the employee's presence was required at home. For the purpose of this Section 18.4, immediate family shall be defined as spouse, child, parent, brother, sister or any individual whose relationship to the employee is that of a dependent. In the case of the dependent, the appointing power shall grant such sick leave only when, in his/her opinion, the relationship of the sick or disabled person to the employee warrants such use of sick leave.

18.5 Family Care Leave

Family care leave shall be applicable according to State and Federal laws.

Section 19. Leaves of Absence

19.1 Leave without Pay

The General Manager may grant employees leave of absence without pay for a period not to exceed one (1) year. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase his/her value to the District upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued Employee Leave bank is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Employee Leave bank and sick leave credits shall not accrue to an employee on leave of absence. The decision of the General Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

19.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. An employee, who serves on jury duty and receives payment for services, not including reimbursements for mileage or transportation expenses, shall submit said payment to District in accordance with Internal Revenue Service regulations.

19.3 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of District employees.

19.4 Maternity Leave

Maternity Leave shall be subject to applicable Federal and State laws.

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California; however, if the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full workday shift. Integration of sick leave with Workers' Compensation is to be automatic; the District may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

An employee who is authorized by his/her supervisor to transport an injured employee to a

medical facility shall suffer no loss of compensation for the time spent. Authorization shall not be unreasonably denied to an employee who transports an injured employee requiring immediate emergency care when supervision is not present at the site of injury or is unreachable by telephone or radio, provided the transporting employee calls his/her supervisor immediately upon arrival at the emergency medical facility.

19.6 Funeral Leave

In the event of a death in the immediate family of an employee, he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. For the purpose of this Section 19.6, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave shall not be used for the purpose of funeral leave.

19.7 Catastrophic Leave

The District agrees to establish a catastrophic leave system to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The catastrophic leave system will allow other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular full-time employee who has passed his/her initial District probationary period; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation may be required by the District); 3) have exhausted all accumulated paid leave including Employee Leave Bank, sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months. However, if approved by the General Manager, the total leave credits may be extended on a case-by-case basis up to an overall maximum of six (6) months.

Guidelines for Donating Leave Credits to the Receiving Employee:

(a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.

(b) Time donated will be converted from Employee Leave Bank or compensatory time off to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

(c) The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three (3) months; however, if approved by the General Manager, an extension up to six (6) months total time may be approved.

(d) Initial leave time donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee cannot donate leave hours, which would reduce his/her Employee Leave Bank balance to less than forty (40) hours.

(e) The use of donated leave hours will be in consecutive, one-shift increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week).

(f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will accrue.

(g) Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee.

Section 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for employees is twelve (12) months. During the probationary period, an employee may be rejected at any time by the General Manager without cause and without the right of appeal. Employees who have already served a District probationary period and have accepted a different position within Local 39 shall serve a probationary period in that new job for six (6) months.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which he/she was promoted, provided the employee has not been discharged or disciplined pursuant to Section 22 of this Memorandum of Understanding.

Section 21. Layoff and Re-employment

The General Manager may lay off an employee in the classified service. The departments and classifications subject to layoff shall be determined by the General Manager on the basis of the administrative needs of the District. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority and work performance. Emergency and provisional employees in a class of positions shall be laid off before other persons in the class are laid off.

Fifteen (15) calendar days prior to the effective date of the layoff of an employee in the classified service, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file and a copy will be sent to the Union.

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off.

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

An employee who is laid off shall not accrue or be eligible for any benefits including, but not limited to, Employee Leave Bank, sick leave, holidays, medical, dental, life insurance, vision care and safety shoes, except as subject to COBRA requirements. Any employee re-employed after a layoff shall retain sick leave accruals that the employee did not receive compensation for at the time of layoff.

Section 22. Discharge and Discipline

22.1 Right of Discharge and Discipline

The District shall have the right to discharge and discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and house rules and regulations, which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages during the term of this Memorandum of Understanding, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding. Discipline shall be implemented within sixty (60) days of the District becoming aware of the situation causing the problem.

22.2 Appeals

If an employee feels he/she has been unjustly disciplined or discharged, he/she shall have the right to appeal his/her case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed the right of appeal is lost.

Any disciplined employee and the Union shall be furnished the reason for the disciplinary action in writing.

22.3 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District.

If an Adjustment Board is unable to arrive at a majority decision, the employee may require

that the appeal be referred to non-binding arbitration for advisory opinion.

22.4 Arbitration

An employee may refer any appeal that remains unresolved after the Adjustment Board to non-binding arbitration. A notice to invoke arbitration shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

On or after the date of the notice to invoke non-binding arbitration, the District will request the State Mediation and Conciliation Service or the American Association of Arbitrators to provide a list of seven (7) impartial persons to act as an arbitrator. Representatives of the two parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed arbitrators, then the two parties will alternately strike an arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by lot. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

Upon conclusion of the arbitration hearing, the arbitrator will provide both the General Manager and the employee or Union with copies of his/her opinion on the merits of the appeal and the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party. The arbitrator's fees and expenses shall be borne equally by the parties. If either party requires a transcript that party will bear the entire cost of such transcript.

22.5 Board of Directors

Any appeal which has not been resolved by the procedures hereinabove set forth may be referred by the employee to the Board of Directors within thirty (30) calendar days of receipt of the arbitrator's advisory opinion for decision. The Board of Directors shall render a decision on the grievance based on all the material contained in the grievance file and the findings of the arbitrator.

Section 23. Personnel Files

An employee or his/her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents. On a good faith basis, the District will review and seal any warning letter that is more than three (3) years old on a rolling three (3) year basis.

Section 24. Grievance Procedure

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this

Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this Memorandum of Understanding. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

The employee may proceed directly to a subsequent step in the Grievance Procedure if a supervisor, department head or other management person fails to comply with the time line requirement and an alternative mutually agreeable time line has not been agreed upon in writing. The General Manager may mediate at any step in this process. The grievance will have been settled based upon the most recent written decision if an appeal is not filed within the time line requirement and an alternative mutually agreeable time line has not been agreed upon in writing.

24.1 Initial Discussions

Any employee who believes that he/she has a grievance is encouraged to inform his/her immediate supervisor as soon as he/she decides that a grievance is being contemplated. Any immediate supervisor so notified will arrange a meeting time with the employee within five (5) working days of the verbal notification to discuss the nature of the complaint.

24.2 Filing Grievance

If the complaint is not resolved as a result of the Initial Discussion, or an Initial Discussion does not occur, the complaint is to be presented to the immediate supervisor in writing within twenty (20) working days of the date that the employee became aware, or should have become aware, of the act or occurrence. Within ten (10) working days of receipt of the written grievance, the immediate supervisor will schedule and meet with the employee and Union representative to discuss the grievance. Within ten (10) working days of the meeting, the immediate supervisor will issue a written decision regarding the complaint.

24.3 Appealing Decision

If the complaint is not resolved as a result of the immediate supervisor's written decision, an appeal is to be presented in writing to the department head in the department in which the employee works within twenty (20) working days of the receipt of the written decision by the immediate supervisor. The appeal will state the reasons for disagreeing with the immediate supervisors' written decision. Within ten (10) working days of receipt of the appeal, the department head will schedule and meet with the employee and Union representative to discuss the appeal. Within ten (10) working days of the meeting, the department head will issue a written decision regarding the complaint.

24.4 Management Review

If the complaint is not resolved as a result of the department head's written decision, an appeal is to be presented in writing to the Human Resources Manager within twenty (20) working days of the receipt of the written decision by the Union from the department head. The appeal will state the reasons for disagreeing with the department head's written decision. Within twenty (20) working days of receipt of the appeal, the Organizational Services Manager and the Assistant General Manager will schedule and meet with the employee, Union representative, immediate supervisor and department head to discuss the appeal. If the appeal is from the work group under either of the Senior Managers hearing the appeal, the other Senior Manager will select the second review member. Within ten (10)

working days of the meeting, a written decision regarding the complaint will be issued.

24.5 Arbitration

If the complaint is not resolved as a result of the Management Review written decision, an appeal is to be presented in writing to the Organizational Services Manager within twenty (20) working days of the receipt of the written decision from the Management Review requesting non-binding arbitration.

Within five (5) working days of receiving the written request for arbitration, District will request the State Mediation and Conciliation Service or the American Association of Arbitrators to provide a list of seven (7) impartial persons to act as an arbitrator. The parties will meet within ten (10) working days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed arbitrators, then the District and the Union or employee will alternately strike an arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person will be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by lot. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

Upon conclusion of the arbitration hearing, the arbitrator will provide both the General Manager and the employee or the Union with copies of his/her opinion on the merits of the appeal and the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party.

The arbitrator's fees and expenses will be borne equally by the parties. If either party requires a transcript, that party will bear the entire cost of such transcript.

24.6 Board of Directors

Any grievance which has not been resolved by the procedures hereinabove set forth may be referred by either of the parties to the Board of Directors within twenty (20) working days of receipt of the arbitrator's advisory opinion for decision. The Board of Directors shall render a decision on the grievance based on all the material contained in the grievance file and the findings of the arbitrator.

24.7 Pay Claims

No adjustments involving or concerning payment of compensation shall be retroactive for more than sixty (60) working days from the date the grievance is first filed in writing

Section 25. Miscellaneous

25.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during his/her regular working hours. No emblem, badge, uniform or other employee identification shall be worn by any person while in the employment of someone other than the District.

25.2 Safety

Wearing of District approved safety shoes shall be a condition of employment and, where needed, the wearing of hard hats shall be a condition of employment.

25.3 Residency

Any person who is in "on call" status related to the water system must respond to the location of the incident within forty-five (45) minutes from the time the location of the incident and the need to respond is known or should have been known.

25.4 Safety Vests

The District will provide orange vests that are OSHA and District approved.

25.5 PERS Sick Leave

The District contracts with PERS for credit for unused sick leave.

25.6 Re-opener

On or about October 1 of each year of the Memorandum of Understanding, except in 2012, either party may request to meet and confer regarding one (1) non-economic item.

25.7 Professional Organizations

For each employee covered by this MOU, the District will pay for the employee's membership in up to two (2) professional/technical organizations related to the employee's classification. The District will also pay for one (1) professional/technical organization meeting per month, within the greater Bay Area, that the employee may choose to attend and in which the employee is a member. If the meeting occurs during regular working hours, the employee will receive compensation during attendance. If the meeting is during non-regular working hours, the employee will not be compensated for attendance. Other memberships and attendance will be determined on a case-by-case basis by the employee's supervisor.

Section 26. Separability of Provisions

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

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 27. Past Practices and Existing Memoranda of Understanding

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the District and the Union except Memoranda of Understanding

between Union and District entitled "Regarding PERS Retirement Formula Enhancement"
dated November 17, 2004

Made and entered into this 20th day of December 2011.

DUBLIN SAN RAMON SERVICES DISTRICT

By: *Bert Michulyk*

ATTEST: *Nancy G. Hatfield*
Nancy G. Hatfield, District Secretary

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 39, AFL-CIO

By: *Bud*

By: *Arthur*

By: *John Pettenichia*

By: *Bm Vauth*

By: *[Signature]*

By: *[Signature]*

By: *Joan Dupont*

By: *Madison & Edward*

APPENDIX A

**To
MEMORANDUM OF UNDERSTANDING
Between
Dublin San Ramon Services District
And
International Union of Operating Engineers
Local Union No. 39, AFL-CIO**

POSITION LISTING

ACCOUNT CLERK I	MAINTENANCE WORKER I
ACCOUNT CLERK II	MAINTENANCE WORKER II
ACCOUNTING TECHNICIAN I	MECHANIC I
ACCOUNTING TECHNICIAN II	MECHANIC II
ADMIN ASSISTANT I	MECHANIC II - CRANE CERTIFIED
ADMIN ASSISTANT II	OPERATIONS CONTROL SYSTEM SPECIALIST
ADMIN TECHNICIAN	OPERATOR IN TRAINING
CO-GENERATION SPECIALIST	PROCESS LEAD WWTP OPERATOR IV
CONSTRUCTION INSPECTOR I	PROCESS LEAD WWTP OPERATOR V
CONSTRUCTION INSPECTOR II	SAFETY TECHNICIAN
CUSTOMER FIELD REPRESENTATIVE I	SENIOR ACCOUNTING TECHNICIAN
CUSTOMER FIELD REPRESENTATIVE II	SENIOR ELECTRICAL/ELECTRONIC TECH
CUSTOMER SERVICES REPRESENTATIVE I	SENIOR ELECTRICIAN
CUSTOMER SERVICES REPRESENTATIVE II	SENIOR ENGINEERING TECHNICIAN / GIS SPECIALIST
CUSTOMER SERVICES REPRESENTATIVE III	SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR
ELECTRICIAN	SENIOR INSTRUMENTATION & CONTROLS TECH
ENGINEERING TECHNICIAN / GIS SPECIALIST I	SENIOR MECHANIC
ENGINEERING TECHNICIAN / GIS SPECIALIST II	SENIOR MECHANIC - CRANE CERTIFIED
ENVIRONMENTAL COMPLIANCE INSPECTOR I - CW	SENIOR WWTP OPERATOR III
ENVIRONMENTAL COMPLIANCE INSPECTOR I - PT	WATER/WW SYSTEMS OPERATOR IV - ON CALL
ENVIRONMENTAL COMPLIANCE INSPECTOR II - CW	WATER/WW SYSTEMS OPERATOR I
ENVIRONMENTAL COMPLIANCE INSPECTOR II - PT	WATER/WW SYSTEMS OPERATOR II
FLEET MECHANIC	WATER/WW SYSTEMS OPERATOR III
INFORMATION SYSTEMS TECHNICIAN I	WATER/WW SYSTEMS OPERATOR IV
INFORMATION SYSTEMS TECHNICIAN II	WATER/WW SYSTEMS OPERATOR V
INSTRUMENTATION TECHNICIAN	WATER/WW SYSTEMS OPERATOR VI
LABORATORY TECHNICIAN	WWTP OPERATOR I
	WWTP OPERATOR II

