

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

This Memorandum of Understanding
dated January 1, 2020, has been amended
on the following dates:

May 1, 1967
May 1, 1968
May 1, 1969
May 1, 1970
May 1, 1971
May 1, 1972
May 1, 1973
May 1, 1974
June 1, 1975
June 1, 1976
December 1, 1978
December 1, 1979
December 1, 1980
December 1, 1981
January 1, 1983
January 1, 1984
January 1, 1985
January 1, 1988
January 1, 1991
January 1, 1995
January 1, 1996
January 1, 2000
January 1, 2003
January 1, 2006
January 1, 2007
January 1, 2010
January 1, 2012
January 1, 2016
January 1, 2020
January 1, 2025

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**TRUCKEE DONNER PUBLIC UTILITY
DISTRICT**

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

Dated: 10/11/2025

Dated: 10/11/2025



President, Board of Directors



IBEW 1245 Business Manager, Bob Dean



General Manager



Chief Negotiator, Dylan Gottfried



Human Resources Director



Business Representative, Marty Kumle



Chief Financial Officer



Negotiating Team Member



Electric Utility Director



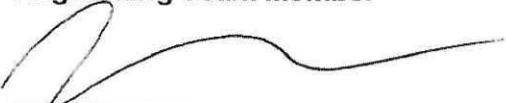
Negotiating Team Member



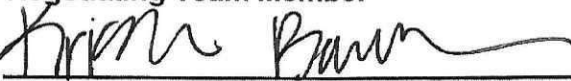
Water Utility Director



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member

TITLE 1
PREAMBLE AND MANAGEMENT RIGHTS

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

TITLE 2 UNION SECURITY

- 2.1 An employee in one of the classes included in the I.B.E.W. Unit, employed as of and during the term on this Memorandum of Understanding may at any time execute a payroll deduction authorization form (including any Union dues, fees or assessments permitted by law) as furnished by the Union.

I.B.E.W. Local 1245 will be custodian of records for such deduction authorization and will provide the District with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. I.B.E.W. Local 1245 shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, Local 1245 will provide the District with adequate information in the certification document for each employee to allow the District to identify the appropriate level of deductions.

The District shall begin deductions in the amount prescribed by the Union in the first full pay period of the month after receipt of the written certification of employee authorization from Local 1245.

The District shall direct employee requests to cancel or change deductions to Local 1245 and shall rely on information provided by Local 1245 regarding whether deductions for Local 1245 were properly canceled or changed.

The Union shall indemnify the District, its officers and employees, for (a) any claims made by an employee for deductions made in reliance on Local 1245's certification regarding a dues deduction authorization and (b) any claims made by an employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

- 2.2 **Non-discrimination:** It is the policy of the District and the Union not to discriminate against any employee because of race, creed, color, age, gender, handicap, national origin, or sexual orientation. In addition, the District will not discriminate against an employee because of membership in the Union and neither the Union nor the employees they represent will discriminate against any employee because of non-affiliation with the Union.
- 2.3 **Applicability:** The terms of this Memorandum shall apply to all represented employees.
- 2.4 **New Employees Orientation and Information:** The District shall provide the union the names, classifications, assigned locations, work phone, personal cell phone, personal emails on file with the employer, and home addresses, within thirty (30) days of hire or by the first pay period of the month following hire. The District shall provide this information for the entire bargaining unit at least every 120 days. Employees may, in writing to the District, opt out of providing home address, personal cell phone number, and personal email addresses. The District will

provide the Union with a copy of the request.

When the District conducts a District-wide new employee orientation, the union will be allocated up to thirty (30) minutes prior to the end of the session, without management personnel present. The Union shall be provided not less than ten (10) days advance notice of any new employee orientation. The presentation may be made by a Union Representative or steward. If it is a steward, it shall be without loss of pay. If there will be no District-wide orientation within sixty (60) calendar days of hire, then, at the new employee's orientation on District benefits, one union steward or Union Representative may meet privately with the employee afterward for up to thirty (30) minutes. The steward's time will be without loss of pay.

2.5 Union Officer and Steward Leave Time

Upon the written request of the Union, the District shall grant employees a leave of absence without loss of compensation or other benefits to serve as stewards or officers of the Union or of any statewide or national employee organization with which the Union is affiliated, such as the AFL-CIO, the State Labor Federations, and the Central Labor Councils.

The Union request may be for full-time, part-time, periodic, or on an intermittent basis, and shall be specified in the request. Requests for all leave in excess of one month, shall be made at least one month in advance and directed to the Manager of Labor Relations unless otherwise agreed to between the District and the Union. For leaves of less than one month, the Union will make reasonable efforts to notify the District not less than two weeks in advance.

A regular employee appointed or elected to office in the Union which requires all of the employee's time shall be granted a Union Leave of Absence, upon request of the Union, for a period not in excess of one (1) year.

During the leave, the District shall fund the retirement contributions required of the District as an employer and as specified in the MOU. The employee shall earn full service credit during the leave of absence and shall pay his or her contributions as specified in the memorandum of understanding or collective bargaining agreement.

The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made within 30 days after receipt of the District's certification of payment of compensation to the employee.

For leaves of absence requests for periods in excess of two weeks, the District shall not be obligated to release more than one employee at any time for leave under this section.

The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by this memorandum of

understanding or collective bargaining agreement and shall not serve to invalidate any provision of this memorandum of understanding or collective bargaining agreement.

At the conclusion or termination of the leave, the District shall reinstate the employee to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The District shall not be liable for any acts committed or omitted, or injuries suffered by the employee which occur during the course and scope of the employee's leave under this section. If held liable, the Union shall indemnify and hold harmless the District for any such acts.

The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason

**TITLE 3
CONDITIONS OF EMPLOYMENT**

- 3.1 Seniority:** Seniority is defined as a regular employee's continuous length of service with the District since the most recent date of hire. An employee will not attain seniority during a probationary period but will, upon satisfactory completion of the probationary period, be granted seniority from the date of hire as a probationary employee. Seniority will be broken when (a) an employee is discharged with cause; (b) an employee voluntarily terminates employment; (c) an employee has been laid off for more than twelve (12) consecutive months; or (d) an employee does not return from a leave of absence at the required time.
- 3.2 Probationary Period:** New regular employees will be hired on a trial basis and will be assigned to a probationary status for a period of six (6) months. During the probationary period, an employee who is terminated by the District will not have recourse to the grievance procedure except for issues as to discrimination because of Union activities.
- 3.3 Status:** Employees are designated, at the discretion of the District, as to whether their work is expected to be:
- (a) full-time and regular;
 - (b) part-time and regular;
 - (c) full-time and temporary;
 - (d) part-time and temporary, or
 - (e) seasonal employees.
- 3.4 Definitions:**
- (a) A regular position is one which has been established and is expected to last for an indefinite period.
 - (b) A temporary position is one which is utilized for a limited time not to exceed six (6) months.
 - (c) A full-time position is one having a scheduled work week of five (5) eight (8) hour periods.
 - (d) A part-time position is one having a scheduled work week with less than forty (40) hours. This could result from being regularly scheduled to work less than five (5) days in a work week or less than eight (8) hours on work days.
 - (e) A seasonal position is one which has been regularly established and is expected to be filled each year, for a portion of the year, to meet the seasonal fluctuations in the District's work load.

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

3.5 Part-time Regular:

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

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

(c) Part-time regular employees shall receive the same working conditions offered for full-time regular employees. Part-time regular employees shall be eligible to advance to the next wage step upon being paid for one thousand forty (1,040) hours.

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

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

3.8 Establishment of Duties and Qualifications:

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

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

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

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

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

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

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

3.9 Work Assignments: While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized and agreed that conditions which affect District operations will require flexibility in work assignment to permit cross-training and to stabilize the workload among departments. It is therefore also recognized and agreed that as conditions require, management will assign, and employees will perform, within their ability, duties which may not be within the usual scope of classification responsibilities for a period not to exceed six (6) months.

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

3.11 (Deleted 1/1/06)

3.12 Employee Competency: (See Title 16.2)

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

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

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

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

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

- (1) Emergency situations.
- (2) Training of employees and demonstrating work methods.
- (3) Incidental assistance and de minimis assignments.

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

3.15 Temporary Upgrades

(1) General Rules

(a) When an employee governed by this agreement is temporarily assigned to a higher classification, the employee shall be paid within the salary range for the higher classification, but not less than 5% over their current rate of pay, for the time spent actually working in the higher classification.

Should the Buyer be absent for four (4) hours or more, the Warehouse/Utility Worker shall be upgraded per section (a) above.

Temporary upgrades will only be authorized by the department head, Superintendent, or Manager, or in the absence of the department head, Superintendent or Manager, by the General Manager, and such authorization shall be made in writing, in advance of the work being performed except that upgrades during an emergency call-out shall be governed by Section 3.15 (1) (b).

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

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

(d) Employees on long term upgrade assignment (defined as an upgrade assignment for more than ten (10) consecutive working days), shall have authorized time off (vacation or personal disability leave) paid at upgrade rate. If upgrade assignment is expected to last for twenty work days or less, vacation greater than one day will not be approved at the upgrade rate. Employees temporarily upgraded under the terms of this Section can be removed for just cause as provided for in the District Code.

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

(g) Any upgrade position lacking an incumbent employee and continuing for a cumulative period of 1,500 straight-time hours in a rolling twelve (12) month period shall require posting and assigning of that position. The intent is to now permanently fill this long-term upgraded position. Exceptions to this provision can be made by mutual agreement between the District and the Union, i.e. personal time off, medical leave, Union Officer and Steward leave, training positions and special projects.

(h) When an employee is temporarily assigned to work in a classification higher than his/her regular classification such employee shall be paid for the time worked in the higher classification at the rate therefore, provided such time worked is not less than four hours during the day.

(2) Temporary Upgrades Relating to Electric and Water Crews

(a) Temporary upgrades will be crew specific and assigned to the most senior journeyman level employee on the crew. In the event the crew normally has a leadman, the leadman will receive the upgrade.

(b) A system for determining crew rotations will be established by the District and will provide reasonable notice to affected employees to accommodate scheduling of personal activities.

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

3.16 Electric Crews Defined

(1) When energized work on lines or equipment of six hundred (600) volts or more is performed, the crew shall consist of at least four (4) persons, including at least three (3) qualified rubber glove certified employees. The make-up of the crew shall consist of a Foreman, Lead Lineman, (2) Lineman. A "Hot" apprentice Lineman may replace one of the journeyman linemen in this make up.

TITLE 4 WORKING HOURS

4.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

4.4 ALTERNATIVE WORK SCHEDULES

A. 9/80 Shifts

1) Work Schedule

The bi-weekly work schedule will consist of 8 days at 9 hours per day and one day at 8 hours per day and will be paid at the straight-time rate.

Normal "off days" under the 9/80 schedule will be either Monday or Friday. A workweek that allows the day off to fall on a day other than a Monday or Friday may be arranged as an exception with the concurrence of the employee, the Union and the district.

Employee requests for changes from one work schedule or pattern to another must be approved by the General Manager or his/her designee but must not be changed more than once per calendar year by either party, unless mutually agreed to.

a) All IBEW Represented Employees

Any weekday will be considered the employee's normal shift day (i.e., 9 or 10 hour). Saturday and Sunday will be considered an 8-hour shift day.

2) Lunch Period

A minimum one-half hour unpaid lunch period will be scheduled approximately midway through the workday.

3) Participation

a) Eligibility for participation will be determined by the General Manager or his/her designee and based on the operational requirements of the department.

b) Participation in the 9/80 work schedule is voluntary.

4) Continuation of 9/80 Schedule

The 9/80 Schedule will only be continued with mutual agreement between TDPUD and the Union. The 9/80 Schedule may be discontinued upon the request of either TDPUD or the Union. After an official request has been made in writing to discontinue the 9/80 Schedule, a 30-day cooling-off

period will be observed prior to the actual termination date of the schedule. It is the intention of TDPUD and the Union to work together to resolve any unforeseen problems that may arise in administering the 9/80 Schedule. It is recognized that some departments have established unique guidelines for policy interpretation in crew situations. These guidelines must be reviewed and modified as appropriate jointly by the Union and General Manager or his/her designee.

B. 4/10 Shifts

1) Work Schedule

The work schedule will consist of 4 days at 10 hours per day and will be paid at the straight-time rate.

The normal work schedule will be Monday through Thursday, or Tuesday through Friday, with either Mondays or Fridays as the off day. A workweek that allows the day off to fall on a day other than Monday or Friday may be arranged as an exception with the concurrence of the employee, the Union, and the General Manager or his/her designee.

Employee requests for changes from one work schedule or pattern to another must be approved by the General Manager or his/her designee but must not be changed more than once per calendar year by either party, unless mutually agreed to.

b) All IBEW Represented Employees

Any weekday will be considered the employee's normal shift day (i.e., 9 or 10 hour). Saturday and Sunday will be considered an 8-hour shift day.

2) Lunch Period

A minimum one-half hour unpaid lunch period will be scheduled approximately midway through the workday.

3) Participation

a) Eligibility for participation will be determined by the General Manager or his/her designee based on the operational requirements of the department.

b) Participation in the 4/10 work schedule is voluntary.

4) Continuation of 4/10 Schedule

The 4/10 Schedule will only be continued with mutual agreement between TDPUD and the Union. The 4/10 Schedule may be discontinued upon the request of either TDPUD or the Union. After an official request has been made in writing to discontinue the 4/10 Schedule, a 30-day cooling-off period will be observed prior to the actual termination date of the schedule. It is the intention of TDPUD and the Union to work together to resolve any unforeseen problems that may arise in administering the 4/10 Schedule. It is recognized that some departments have established unique guidelines for policy interpretation in crew situations. These guidelines must be reviewed and modified as appropriate jointly by the Union and the General Manager or his/her designee.

- 4.5** The parties agree to establish a six-month 4/10 schedule in the Water Department that will be voted on by the Water Department. After six (6) month trial period, the parties will meet to discuss the viability of continuing this schedule for the water department on an ongoing basis.

TITLE 5 STANDBY

- 5.1 Scheduled Work Days:** The standby period for a scheduled work day will be fifteen and one-half (15 1/2) hours extending from 4:00 p.m. to 7:30 a.m. the next day. When an employee is assigned to standby on a scheduled work day, such employee will be paid four (4) hours at the straight time rate of pay for each fifteen and one-half (15 1/2) hour period or any portion thereof.
- 5.2 Scheduled Days Off:** The standby period for a scheduled day off will be twenty-four (24) hours extending from 7:30 A.M. on the scheduled day off to 7:30 A.M. the next day. When an employee is assigned to standby on a scheduled day off, including recognized holidays, such employee will be paid six (6) hours at the straight time rate of pay for each twenty-four (24) hour period or any portion thereof.
- 5.3 Availability:** Although employees are not required to standby at home, they must remain in the District, or within electronic communication distance, and make all necessary arrangements to enable them to report for work within forty five (45) minutes of the first contact by means of telephone.
- 5.4 Overtime:**

(a) When an employee is assigned to standby and is called out to work during the standby period, said employee shall be paid a rate equal to twice the straight time rate of pay in addition to standby pay. When an employee is on standby and is able to respond to a problem simply by conveying information over the telephone and does not need to respond to the scene of the problem, said employee shall be entitled to receive thirty minutes of pay at the rate of two times the straight time rate of pay.

(b) Notwithstanding any provision contained herein, an employee shall be entitled to thirty (30) minutes at the appropriate overtime rate when responding to telephone service inquiries from the answering service/customer. This provision applies only to situations in which a problem is resolved by telephone; it does not entitle employees to automatically include an additional 30 minutes in all overtime call-outs. Furthermore, this provision does not entitle employees to receive more than 30 minutes pay for more than one phone call handled in a consecutive 30 minute period.

(c) Overtime (standby)

The District may place a standby employee on a rest period when after a discussion with the District, shop steward or if a steward is not available a foreman, and the effected standby employee, it is determined by the District that the standby employee has worked enough hours that a rest is needed. While the standby employee is on a rest period, standby shall be assigned to another employee. Both employees will be paid the standby rate rounded up to a full day at the applicable standby rate.

- (1)** Standby employees may request a determination by the District for assignment to a rest period.

5.5 Supplemental Standby

(a) General

- (1) Employee on normal standby will be the first called. Employees on supplemental standby will be called for OT before other employees.
- (2) Employee normally on standby who chooses to stay in District provided hotel will follow the procedure(s) in (c) below.
- (3) Supplemental standby will be voluntary.
- (4) District will make an effort to call and offer supplemental standby to all qualified employees not currently on duty.
- (5) District will notify employee of expected duration of supplemental standby. This does not prevent District from modifying duration.
- (6) For supplemental standby M-F, for each 24-hour period the District will follow the OT list.

(b) Employee who lives within the Town of Truckee

- (1) Employee is not required to stay in District provided hotel and will follow the policy in (c) below.

(c) Employee who chooses to stay in District provided hotel.

- (1) Will receive the applicable standby pay as defined in Title 5, Sections 5.1-5.4 plus six (6) hours for the time on supplemental standby. The employee will be able to engage in personal pursuits and is free to come and go from the hotel.
- (2) Employee will follow the normal meal practices as per Title 8, Section 8.2 of the MOU. In addition, the employee will receive meals or meal allowances per 8.2 (e) while on supplemental standby.
- (3) District may require the employee to report for duty between 7am-5pm, at the applicable OT rate per Title 6 of the MOU.
- (4) When the District "supplements" standby as defined above (5.5), all employees within the operational department on standby referenced in 5.1 and 5.2 above shall receive the same benefits outlined in 5.5.
- (5) If the District requires an employee to report to the District-said employee will be paid travel time to and from this assignment at the overtime rate of pay, this will all be considered as time worked for accruing meals and rest periods.
- (6) Provisions 5.4 shall apply to employees who perform work during a supplemental work period.

5.6 When it becomes necessary to muster available employees to work during a weather, man-made, or major restoration event, a declared emergency by the Federal Government, or State Government the following shall apply:

(a) Emergency work (single day)

"Man-made, Acts of God, Weather-related, Storms, Restoration events."

- (1) Employees who have worked 24 hours at an overtime rate will be given 10 hours off prior to the beginning of the next shift.

- (2) At the managers' discretion, work can continue past 24 hours if work is near completion and/or the crew and crew foreman deem it safe to do so.
- (3) Crews and individuals have personal discretion to rest when needed.
- (4) Personnel will consist of Line crews, Electricians, Water crews, Warehouse, Customer Service Representatives, Facilities Worker, Mechanics, and Clerks.

(b) Emergency work (multi-day)

“Man-made, Acts of God, Weather-related, Storms, Restoration events.”

- (1) Employees who have worked 24 hours at an overtime rate will be given 10 hours off prior to the beginning of the next shift.
- (2) The following shift shall not exceed 24 hours and will be followed by 10 hours off prior the beginning of the next shift.
- (3) All subsequent shifts are not to exceed 16 hours and will be followed by 10 hours off prior to the beginning of the next shift.
- (4) Any deviation from this requires mutual agreement between the employees and the District.
- (5) Crews and individuals have personal discretion to rest when needed.
- (6) Personnel will consist of Line crews, Electricians, Water crews, Warehouse, Customer Service Representatives, Facilities Workers, Mechanics, and Clerks.

5.7 Snow Removal

- (a) Snow removal shall be performed by the water department, except where a QEW employee is required to gain access to safely remove snow.
- (b) During the calendar year of November 1st through April 1st, the district will post a snow removal sign-up sheet. Volunteers awarded snow removal assignment shall not be excluded from supplemental standby assignments and/or call-out assignments and will be called and offered overtime work in the order in which they fall on the overtime call-out list.

TITLE 6 OVERTIME

- 6.1 General:** Except as otherwise provided below, all scheduled hours worked of eight (8) or less in a work day, or forty (40) or less in a work week, will be paid at the straight time rate. There will be no duplication or pyramiding of hours in the computation of pay (i.e., the payment of overtime for any hour excludes that hour from payment on any other basis).
- 6.2 Definition:** Overtime will be computed to the nearest one-half (1/2) hour and is defined as follows:
- (a) Time worked in excess of forty (40) hours in a work week.
 - (b) Time worked in excess of regularly scheduled hours on a work day.
 - (c) Time worked on a non-work day.
 - (d) Time worked on a holiday.
 - (e) Except for part-time employees, time worked outside of regular hours in a work day.
- 6.3 Call-outs:** If an employee is called out outside the employee's regularly scheduled hours and works less than two (2) hours, the employee will receive not less than two (2) hours' pay, to be compensated at the applicable overtime rate, for each such call-out; provided the employee has finished the first call-out and has returned home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time, it will be considered as a single call-out.
- 6.4 Overtime Distribution:** There will be equal opportunity for overtime among qualified and available employees in each department.
- 6.5 Basic Overtime Rates:**
- (a) Except as otherwise provided below, Overtime compensation will mean a rate of pay equivalent to two (2) times the regular straight-time rate of pay.
 - (b) Employees will be paid overtime compensation at the rate of pay equivalent to two (2) times the regular straight-time rate for all time worked between 11:00 PM and 6:00 AM. Additionally, employees will be paid overtime compensation at the rate of pay equivalent to two times the regular straight time rate for all call out overtime worked.
 - (c) Employees will be paid overtime compensation at the rate of pay equivalent to two (2) times the regular straight-time rate for all time worked on Sundays and holidays. (Amended 2024)
 - (d) Employees may elect to accrue and use up to one hundred (100) hours per calendar year of compensatory time off. Such time shall accrue as hour for hour worked and remainder of overtime compensation shall be paid at the appropriate rate. Employees with accrued compensatory time off will be cashed out at the end of each calendar year.

Example: 8 hours worked at the “double time rate” = 8 hours comp time and 8 hours straight time pay.

(e) All compensatory time taken must have prior approval by management. Compensatory time off will not be approved if overtime must be worked to cover it.

(f) Notwithstanding any other provision contained herein, when an employee travels to or from a site for purposes of attending training or a conference, and said travel is occurring outside the employee's normal work hours, said employee shall be compensated at the straight time rate.

6.6 Rest Periods:

(a) Any employee who has worked sixteen (16) hours in any consecutive 24 hour period will be entitled to a rest period of ten (10) consecutive hours.

1. Any employee that works an unscheduled shift with a minimum of two (2) hours at overtime rates where any portion of that overtime falls between the hours of Midnight and four (4) am, the employee shall be entitled to a rest period equivalent to a full shift. This will be paid according to the employee's current scheduled daily hours.

- If employee is on a 4/10 schedule they shall be paid 10 hours at the straight time rate.
- If employee is on a 9/80 schedule they shall be paid 9 hours at the straight time rate.
- If employee is on a 5/8 schedule they shall be paid 8 hours at the straight time rate.

2. For purposes of this section, an unscheduled shift shall mean work begins with less than 24-hours notice.

(b) Should a rest period extend into an employee's regular work hours the employee may be required to report for work at the end of the rest period for the remainder of that regular work period. The employee will, in such event, be paid the straight-time rate of pay for that portion of the ten (10) hour rest period which overlaps the employee's regular work period.

(c) If, when an employee is eligible for a rest period, the District requires the employee to continue work into the regular work period, the employee will be paid at two (2) times the regular straight-time rate for all hours worked until the employee is given a rest period of ten (10) consecutive hours.

(d) If an employee becomes eligible for a rest period and is called back to work during the ten (10) hour rest period, the employee will be paid at two (2) times the regular straight-time rate for all hours worked until said employee has been relieved from duty for at least ten (10) consecutive hours.

**TITLE 7
HOLIDAYS**

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

New Years Day	January 1
Martin Luther King Jr Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	

(a) The Christmas Eve holiday shall be observed on the work day immediately prior to the date of observing the Christmas Day holiday.

(b) The floating holiday shall not accrue from year to year and will be scheduled in the same matter as vacation.

(c) If any of these holidays falls on a regular workday for regular and probationary employees, such employees shall be entitled to the day off with pay. If the holiday falls on an employee's non-workday, employee shall receive a regular day's pay, observing the holiday on the preceding day if it falls on a Friday, and the following day if it falls on a Monday.

7.2 Holidays falling on a Saturday or Sunday: When any of the allowed holidays fall on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the following Monday will be observed.

7.3 Eligibility: If an employee takes off any of the days observed by the District as a holiday and is absent without pay and/or authorization on the work day either immediately preceding or following such day observed by the District as a holiday, such employee will not receive holiday pay.

**TITLE 8
EXPENSES**

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

8.2 Meals:

All represented employees will be eligible for a \$42 meal allowance as provided below:

a) OVERTIME WORKED CONTIGUOUSLY TO A REGULAR SHIFT

1. All Overtime (emergency or scheduled) worked contiguously (before or after) to an employee's regularly scheduled shift for a minimum of one (1) hour shall entitle the employee to one (1) meal allowance. Employees will be eligible for one (1) additional meal allowance for each additional four (4) hours of contiguous overtime worked.
2. Employees are entitled to paid thirty (30) minute meal break for every four (4) contiguous hours of overtime worked.

Overtime hrs worked	Total # of \$42 meal allowance	Total # 1/2 hr paid breaks
> 1hr < 5 hrs	1 = \$42	1
> 5 hrs < 9 hrs	2 = \$84	2
> 9 hrs < 13 hrs	3 = \$126	3
> 13 hrs < 17 hrs	4 = \$168	4
> 17 hrs < 21 hrs	5 = \$210	5
> 21 hrs	1 meal allowance for every additional 4 hrs worked until relieved of duty	½ hr paid meal breaks for every additional 4 hrs worked until relieved of duty

- c) The meal allowance will be recorded each eligible day in timekeeping to be paid with normal payroll periods.
- d) Beginning on January 1, 2026, all earned meal allowances referenced in this title will be adjusted annually pursuant to the Consumer Price Index (CPI) as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index – West urban Size Class B/C (2.5 million or less) from comparing October to October of the previous year. The CPI is a non-seasonally adjusted, annual index and will

be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).

- e) The time necessary to consume any such meal up to one half (1/2) hour will be considered as work time.
- f) If an employee who is entitled to meals at the District's expense does not accept any such meal, the District will, nevertheless, allow the employee one half (1/2) hour with pay in addition to the appropriate allowance for such meals as defined in this title above.

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

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

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

Length of Employment	Amount to be repaid by employee
0– 11 months	100%
12– 24 months	75%

TITLE 9
LEAVE OF ABSENCE - UNPAID AND PAID

- 9.1 Personal Leave:** An unpaid leave of absence will be granted to a regular employee for urgent substantial personal reasons, may be taken unpaid, provided that adequate arrangements can be made to take care of the employee's duties during their absence without undue interference with the normal routine of work. The granting or denial of such leave is at the discretion of the General Manager or his designee.
- 9.2 Military Leave:** All District employees are entitled to military leave in accordance with applicable law. In addition to rights and benefits accorded by law, during the initial year of employment, the District will pay regular employees who are granted military leave at his or her regular rate of pay, to a maximum of thirty (30) calendar days, in any calendar year, while on such leave. The District will provide regular employees who are on active duty for training with any of the military services, the Coast Guard, or National Guard, any difference in the employee's compensation between normal salary and regular military and longevity pay for up to two weeks in any calendar year
- 9.3 Family Medical Leave Act/California Family Rights Act Leave.** Eligible District employees are entitled to unpaid FMLA/CFRA leave in accordance with applicable law. FMLA/CFRA leaves run concurrently with other leaves to the extent permitted by law.
- 9.4 Pregnancy Disability Leave.** District employees are entitled to unpaid Pregnancy Disability Leave in accordance with applicable law. PDL leaves run concurrently with other leaves to the extent permitted by law.
- 9.5 Unpaid Medical Leave:** The District General Manager may grant employees an unpaid medical leave of absence after the expiration of, or in conjunction with, any paid or partially-paid medical leaves to which the employee may be entitled, e.g., as provided in Title 12. The District may, in its discretion, require medical verification supporting the need for such leave. The cost of obtaining the medical verification shall be borne by the employee. Ordinarily, an employee's unpaid medical leave may not extend more than four (4) months, unless the District General Manager determines to grant additional unpaid medical leave in unusual cases involving compelling medical circumstances. Any grant of unpaid medical leave shall be in writing and shall specify the ending date of such leave.
- 9.6 Bereavement Leave:** Regular employees will be granted three (3) days of bereavement leave with pay in the event of a death of an immediate family member, or the death of a member of the employee's household. For purposes of this Section 9.6, "immediate family" means: spouse or registered domestic partner, parent, father in-law, mother in-law, sibling, brother in-law, sister in-law, child, grandparent or grandchild, foster parent or foster child. In addition, such leave

may be extended to cover the employee's step- or half-relatives. An additional two (2) days of bereavement leave will be granted if the employee must travel 500 or more miles to attend to matters related to bereavement.

9.7 Jury Duty: Employees will be granted a leave of absence as required by a call to jury duty or by a subpoena to appear as a witness in administrative, civil or criminal cases. Regular employees will be paid straight time salary for such jury/witness duty leave, unless the employee's testimony is against the District's interest. Any juror-related pay in excess of \$50.00 received by a regular employee who is also receiving normal District compensation during jury duty, except mileage expense, will be paid directly to the District by such employee.

9.8 General Provisions:

- (a) Except as provided for in (b) below, a regular employee's status, including any seniority accrual, will not be impaired by an authorized leave of absence.
- (b) While on an unpaid leave of absence, an employee will not be eligible for paid sick time holiday pay, vacation pay or items of a similar nature. If an employee is in a non-pay status for a full pay period, such employee shall not accrue paid leave nor be entitled to insurance coverage unless the employee pays the premiums therefore in a timely manner.
- (c) Employees on a District-unpaid leave of absence for longer than one month shall not advance in pay steps until the employee has worked the number of hours equivalent to the time required for advancement by the pay step intervals.

**TITLE 10
VACATION**

10.1 Eligibility: Full-time regular employees

10.2 Rates of Accrual:	# of Vacation hours accrued for every 80 hours worked
(a) For the first five years of continuous service	3.08
(b) After completing five years of continuous service	4.62
(c) After completing ten years of continuous service	6.16
(d) After completing 15 years of continuous service	6.47
(e) After completing 20 years of continuous service	6.77
(f) After completing 23 years of continuous service	7.08
(g) After completing 24 years of continuous service	7.39
(h) After completing 25 years of continuous service	8.31
(i) After completing 30 years of continuous service	9.85

This provision is contingent on District-wide application. Any enhancements or improvements shall apply District wide. This application shall pertain solely to Title 10.2 and shall not be precedent setting.

- (1) New employees that are hired as full-time and regular will be given forty (40) hours of vacation leave at the start of employment, in addition to the regular vacation leave accrual per section 10.2.
- (2) Vacation is accrued at the applicable rates per section 10.2 for every 80 hours period.
- (3) Exceptions to accrual rates are unpaid leave or time off, in which accrual rates will be prorated.
- (4) Staff on alternate work schedules, bereavement and jury duty are paid at 8 hours and are not applicable to proration

10.3 Consecutive Days: All vacations will be taken on consecutive days, in no less than weekly increments, unless otherwise agreed to by the District and the employee.

10.4 Termination: Any employee who leaves District employment before taking the employee's regular scheduled vacation will be entitled to receive full pay for any accrued vacation.

10.5 Vacation Scheduling: Vacation leave may be scheduled by mutual agreement between management and employees. A sign-up sheet shall be posted in the District offices from November 15 to December 15 of each year. During this time, employees may designate

their choice of vacation periods for the twelve-month period beginning on January 1 of each year. Whenever possible, the conflicting or overlapping employee vacations which are listed on the sign-up sheet from November 15 to December 15 shall be resolved on the basis of seniority. If, during the November 15 to December 15 timeframe, any employees fail to designate their choice of vacation time, then the scheduling of their vacation shall be based, not on seniority, but on a first-come-first-served basis.

10.6 Carryover:

a) Employees may accumulate up to 480 hours of vacation leave, at which point the employee will not accrue additional hours.

b) The District, at the employee's option, will compensate employees for accumulated unused vacation leave hours up to the number of vacation hours actually taken during the calendar year. Vacation leave will be paid at the employee's current rate of pay.

c) Effective 1/1/10, employees will have their existing accrued vacation hours placed in a vacation bank. Banked vacation hours, at the employee's option, may be used for vacation, paid out at the employee's current rate of pay (limited up to the equal amount of vacation hours actually used during that calendar year), or left in bank until retirement or termination from employment.

TITLE 11 SAFETY

11.1 Clothing/Safety Equipment/Tools: The District will furnish all hand tools and any specialized safety devices necessary to perform an employee's assigned duties. Every effort will be made by the employee to maintain them in good condition because an employee's safety is dependent upon the District provided equipment.

This is a prospective benefit. If an employee leaves prior to mid-year (other than medical retirement), a prorated amount shall be returned to the District by the employee.

a) In lieu of providing boots and specialized clothing, the District will issue an annual check in the amount of \$825 to each employee currently assigned to positions that have traditionally received such items. This will include all field workers.

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

(2) The clothing allowance for any employee designated by the District, as a backup Meter Reader shall be \$575 for the year said employee was designated as such. For each successive year with this designation the backup Meter Reader shall receive \$290. If in any year the backup Meter Reader receives more than 1040 hours of upgrade to Meter Reader the clothing allowance for that year shall be \$575.

(3) Effective January 2026 and each January thereafter for the life of this Agreement, the annual check amount for boot and specialized clothing shall increase by two and one-half percent (2.5%) each year.

b) The District shall provide one (1) pair of prescription safety glasses per year to all employees who require prescription glasses. Prescription glasses damaged on the job will be replaced at no cost to the employee. Exams required for prescription safety glasses will be covered under 19.2(j) of the MOU.

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

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

11.4 Safety Committee: The safety rules of the state having jurisdiction shall be observed by the parties hereto. It is recognized that the employer has the exclusive responsibility for providing a safe and healthful work place. To assist the employer in maintaining an effective and continuing safety program, a permanent joint safety committee shall be established, consisting of two (2) members appointed by the Union and two (2) members appointed by the District Manager. The safety committee shall be granted four (4) hours

per month to meet during normal business hours to conduct its business. Every six (6) months it will conduct a walk-around safety inspection of District premises and will recommend, in writing to the Manager, any corrective measures it deems necessary. It is understood that such committee shall serve in an advisory capacity only and will in no way assume any responsibility for the safe operation of the District.

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

11.6 Rubber Gloving

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

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

11.7 The following classifications that traditionally have received the allowance in 11.1 (a) are as follows:

- Electric Foreman
- Troubleman
- Electric/Meter Tech Foreman
- Lead Inspector
- Substation Lineman
- Electrician/Meter Tech
- Construction and Maintenance Inspector
- Meter Reader Coordinator/Utility Worker
- Apprentice Lineman
- Groundman
- Water Utility Motor Control and SCADA Tech
- Meter Reader/Collector/Service Tech
- Inspector for Pipeline Construction
- Planner Estimator Inspector (Water)
- Lead Inspector
- Senior Water Quality Tech/Inspector
- Water Distribution Foreman
- Water Operations Foreman
- Meter Maintenance and Water Loss Coordinator
- Water Distribution Leadman
- Water Operations Leadman
- Water Quality Tech
- Water Service Teach
- Water Service Tech-In-Training/Mechanic

- Mechanic
- Assistant Mechanic-In-Training
- Facility Maintenance Technician
- Warehouse/Utility Worker
- Water Service Tech in Training
- Vehicle Maintenance Foreman
- Facilities Maintenance Foreman

TITLE 12
PERSONAL DISABILITY LEAVE & INDUSTRIAL DISABILITY LEAVE

12.1 Definition of Paid Sick Leave: All District employees are entitled to accrue, or to be granted, paid sick leave as described in Section 12.2, below. District employees may take paid sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, or for any other reason required by law. For purposes of this Section, "family member" is defined as: child, parent, spouse or registered domestic partner, sibling, grandparent, or grandchild or designated person.

12.2 Eligibility and Accrual/Grant: Full-time regular employees will accrue unlimited paid sick leave from the date of hire at the rate of one (1) day per month for each month the employee remains in a pay status (12 days per year maximum). When an employee is in a non pay status for a full pay period the employee no longer will accrue leave credit.

All District employees in any status other than full-time regular employment are granted on their date of hire, and annually thereafter, 40 hours (or five days) of paid sick time. Any unused granted paid sick time is not carried over into the following year.

Paid Sick Leave Cash-out Plan: On December 1 of each year, full-time regular employees may request to cash out [or convert to compensatory time off] up to eight hours of their accrued paid sick time, if any. The cash-out will be effective the first payroll after the new year. Except as described above, and except as allowed in Title 19.2.i, unused accrued or granted paid sick time is not paid out at any time, including at separation of employment for any reason. Except that upon retirement, accrued unused sick leave may be eligible to be applied to service credit consistent with CalPERS requirements.

12.3 Evidence of Illness/Injury: The District may require medical verification supporting the need for the employee to take paid sick time in excess of five consecutive work days.

12.4 Abuse of Paid Sick Leave: If the District believes that an employee may be abusing the paid sick leave provisions, the District shall counsel said employee regarding its concern. If the employee continues to use sick leave in a manner that concerns the District, the District may place the employee on sick leave probation, as described in Section 12.5. In determining whether an employee has abused the paid sick leave provisions, the District shall not consider any conduct that occurred more than two (2) years prior to the time at which the District is investigating possible abuse by an employee. If a grievance is filed by an employee in response to counseling regarding abuse of sick leave, the District shall not place the employee on Paid Sick Leave Probation until Step 3 of the grievance procedure (Title 14) has been completed.

12.5 Paid Sick Leave Probation: Paid Sick Leave Probation shall extend for whatever period of time determined by the District, up to 180 calendar days. An employee on Paid Sick Leave Probation may be required to provide to the District, at the

employee's expense, satisfactory written medical evidence for every day or portion of a day on sick leave. Failure to promptly provide such written evidence shall be grounds for discipline, including discharge.

12.6 Holidays: If a District-paid holiday falls on a regularly scheduled work day of an employee who is using authorized paid sick time, and the employee is otherwise eligible to take the paid holiday, the employee will receive the paid holiday rather than having the day deducted from their accrued paid sick time.

12.7 Industrial Disability Injury/Illness Leave:

(a) When an employee is absent due to work-related injury or illness which falls within the application of the Workers Compensation Chapters of the State of California Labor Code, employee will be entitled to Industrial Disability Leave for the duration of such temporary disability. Such benefits will begin with the first day of medically required absence following work-related injury/illness. The combined amount of District-provided paid Industrial Injury/Illness leave and Workers Compensation benefits payable for each day of absence will not exceed 100% of the eligible employee's basic daily wage.

(b) An employee who is temporarily unable to perform their job due to work-related injury/illness or who is absent by reason of industrial disability, may be returned to work and provided temporary light duties within his/her ability to perform. The duration of any such period of temporary light-duty work shall be determined by District. Employees shall be compensated at the rate of their regular classifications while engaged in such temporary light duty.

(c) An employee who is temporarily medically precluded from performing their usual job by reason of non-industrial disability may be returned to work and given temporary light duties within his/her ability to perform. The duration of any such period of temporary light-duty work shall be determined by District. Employees shall be compensated at the rate of pay of the classifications to which they are temporarily assigned for light duty.

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

12.9 Return to Work: Prior to the employee's return to work following a medical leave of longer than five days, the District, in its discretion, may require a doctor's release to return to work.

12.10 Use of Accrued Paid Time off During Medical Leave: During an employee's medical leave, they are required to use all accrued or granted paid sick leave. If the employee must remain on medical leave once any paid sick leave is exhausted, the employee is then required to exhaust accrued paid vacation time, to the extent permitted by law. The sole exception to this exhaustion requirement

is the employee can leave up to five (5) days of accrued paid vacation on the books and continue on medical leave without pay, subject to the provisions of Title 9.5.

12.11 Donation of Accrued Vacation Leave

- a) The employer shall establish and maintain an IRS qualified leave sharing program.
- b) An employee may, upon approval of the General Manager, transfer all or any portion of his or her accrued vacation leave hours to the District's donated vacation leave bank. Request from the leave bank shall be permitted only in unusual situations involving serious injury or illness of an employee or employee's family member (District Code 4.07.020).
- c) Vacation to be transferred as a wage basis method. The donated leave is valued based on its dollar amount and converted to equivalent leave hours for the recipient.

EXAMPLE: Employee A donates 10 hours x \$40/hour= \$400 Employee B will receive the \$400 divided by \$20/hour of vacation leave credit to Employee B.

TITLE 13
RIGHT TO REPRESENTATION

13.1 Right to Representative: If District management conducts an investigatory interview with an employee and a significant purpose of the interview is to obtain facts to support discipline that is probable or that is being seriously considered, then if the employee requests, employee shall be entitled to have a Union representative present during such investigatory interview. Upon request by an employee, District management shall either permit a Union representative to be present or discontinue the investigatory interview. This right shall not apply to situations in which the employee is merely given instructions, training, correction of work techniques, a warning, or when discipline is imposed without the employee being questioned by District management in order to obtain facts to support discipline of the employee. This Section 13.1 is intended to be a restatement of current State law and is not intended to enlarge the rights granted by current State law.

TITLE 14 GRIEVANCE PROCEDURE

- 14.1 Definition:** A grievance is defined as meaning any dispute regarding the application of the following:
- (a) The terms of this Memorandum of Understanding.
 - (b) The discharge, demotion, or discipline of an individual employee.
 - (c) This procedure does not apply to instances of dissatisfaction by employees over their wage rates once such rates have been established by action of the District's Board of Directors following the meet and confer process. (Subsection reformatted 1991)
- 14.2 Representation:** In initiating and prosecuting a grievance, any individual employee shall have the right to present grievances to the District and to have such grievance adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with the terms of this Memorandum of Understanding, provided that Union's Business Representative shall be given an opportunity to be present at such adjustment, and provided, further, that grievances settled by individual employees without representation by Union Officials shall not bind the Union to an interpretation of this Memorandum of Understanding.
- 14.3 Time Limits:** The time limits specified below may be extended for a reasonable period of time to a definite date and time by the mutual consent of the involved parties. The party requesting the time extension shall make such request in writing and submit for consideration. Time extensions will be valid only with signed approval from both parties. The failure by the involved employee to meet any specified applicable time limit will constitute a withdrawal of the grievance. The failure by the involved employer representative to meet any specified applicable time limit will entitle the involved employee to take the next step in the grievance procedure.
- 14.4 Grievance Procedure Steps:**
- Step 1:** The employee, and/or an employee organization official if desired by the employee, shall discuss the issue with the immediate supervisor.
- Step 2:** The employee, or an employee organization official if desired by the employee, shall reduce the issue to writing and refer the matter to the General Manager of the District within 20 working days after the facts or circumstances giving rise to the grievance are available to the employee, or in the case of disciplinary action against the employee, within ten (10) working days after (1) the employee is given written notice of the discipline, or (2) a written determination is made after a pre-disciplinary review, whichever date is later in time. The written grievance shall state the facts, identify the provisions of the MOU alleged to have been violated, and state the desired remedy. If necessary to resolve the issue, either party may request that an informal meeting be held in order to gather pertinent information. If the dispute is resolved, it shall be reduced to writing and jointly executed by the parties. If the dispute is not resolved within ten (10) working days after the General Manager's receipt of referral, then the employee shall immediately proceed to the next step.

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

Step 4:

(a) If a grievance is not resolved in the third step, the fourth step shall be referral by the Union, to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in step three.

(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the District and Union. In the event that the District and Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons for arbitrator. The District and the Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the District and Union. The District and Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request the District shall release employees from duty to participate in arbitration proceedings.

(c) The arbitrator shall hold such hearings and shall consider such evidence as appears necessary and proper. The first hearing should be held within ninety (90) days of the date of referral to arbitration. Following the hearings and prior to the arbitrator's final decision, the arbitrator shall submit a proposed decision to the parties for their review and the opportunity to submit additional information prior to the arbitrator's decision becoming final and binding on the parties. Any additional information submitted by either party shall be submitted to the arbitrator and the other party. Thereafter, the decision of the arbitrator shall be final and binding on District and Union and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

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

TITLE 15
LAYOFF AND DEMOTION PROCEDURE

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

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

15.3 Layoff and Rehire:

(a) When it becomes necessary to reduce the work force, senior employees will be retained provided they have the necessary skill and ability to perform the required work as evidenced by passing a job related test and further provided they can perform the work efficiently at the completion of the three (3) month probation/orientation period.

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

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

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

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

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

**TITLE 16
EMPLOYMENT STANDARDS AND JOB VACANCIES**

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

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

16.3 Consideration:

(a)(1) In determining qualifications of an employee or prospective employee for appointment, transfer, promotion, or demotion, the District may employ such oral, written or practical tests provided any test used shall be job performance related. To the extent that the District chooses to use written testing to determine qualifications for employment, and recognizing that job related tests are difficult to prepare with current District staff, the District shall use mutually agreed upon third party testing services to the extent practical. Notwithstanding the foregoing, other tests will be utilized by agreement between the District and the Union.

(a)(2) There shall be two (2) types of seniority, Occupational Group Seniority and District Seniority. District Seniority shall be defined as total length of continuous service with the District as determined in accordance with 3.1. District Seniority shall be used as the basis for determining such benefits as sick leave, retirement, vacations and protection against demotion and lay-off. Occupational Group Seniority shall be defined as the total length of service in one of the occupational groups shown in this section below. It is understood that the Occupational Groups have no relationship to "departments" as used in prior contracts nor in any way limit the right of the District to arrange positions within the organization.

(a)(3) When there is a tie in seniority between two (2) bidders for the same job, the tie must be broken. A person representing the District and a representative of the Union will meet and have a coin toss. This will determine which of the bidders will be offered the position. The Union representative will decide which side of the coin (heads or tails) will represent which employee. The District representative will then toss the coin and whichever side (heads or tails) comes up that bidder will be offered the position. This procedure will be used each time there is a tie in seniority even if it has been used to break a tie between the same two (2) employees in the past.

(b)(1) For the purpose of this section, Occupational Group Seniority shall be defined as the total length of service in one (1) Occupational Group. Occupational Group Seniority shall be used in determining the preferred bidder within that Occupational Group, except in filling vacancies for positions identified in Section 16.3 (b) (3).

(b)(2) In filling vacancies, the District shall post the vacancy per Section 16.4. Upon the completion of a written, physical, and/or practical test, the vacancy shall be filled by the candidate meeting the District's minimum qualifications and Occupational Group Seniority. If there are no qualified Occupational Group bidders, then upon completion of a written, physical, and/or practical test, the candidate shall be appointed based upon

seniority with the District. The following positions shall be subject to the requirements specified in Section 16.3 (b) (2).

Electric Occupational Group

Construction and Maintenance Inspector
Lead Inspector
Journeyman Lineman
Lead Lineman (Seniority for this position will be based on time spent as a Journeyman Lineman or higher at TDPUD)
Apprentice Lineman
Groundman
Electrician/ Meter Technician

Water Occupational Group

Water Service Technician
Water Leadman (Seniority for this position will be based on time spent as a Water Service Technician or higher at TDPUD)
Water Quality Technician
Water Service Technician-in-Training
Helper I
Helper II

Administration Services Occupational Group

Work Order Specialist
Accounting Specialist
Billing Specialist
Customer Service Lead
Senior Clerk
Customer Services Representative
Meter Reader/Collector/Service Technician
Meter Reader/Customer Service Representative

Conservation Occupational Group

Customer Service Representative

Support Services Occupational Group

Mechanic
Warehouse/Utility Worker
Facility Maintenance Technician
Assistant Mechanic-in-Training
Engineering Intern

(b)(3) The following positions are not subject to Section 16.3 (b) (2), but the District will test the employees who bid for the position and meet the minimum qualifications of the job description using any combination of testing methods, including written, oral, physical or practical. The General Manager shall select the successful candidate. This selection shall be based on the employee ranking developed in the previous step of this process, the candidate's leadership ability, and the candidate's communication ability.

Electric Occupational Group

Electric Foreman
Electrician/Meter Technician Foreman
Substation Lineman
Substation Lineman/Inspector
Electrical Technician

Water Occupational Group

Lead Inspector
Water Foreman
Senior Water Quality Technician/Inspector
Inspector for Pipeline Construction
Water Maintenance & Water Loss Coordinator
Water Utility Motor Control & SCADA Technician
Planner Estimator Inspector

Administration Services Occupational Group

Accounting Supervisor
Billing/Customer Service Supervisor
Customer Service/Collection Supervisor
Work Order Accounting Supervisor
Meter Reader Coordinator
Contract Administrator

District Clerk Department Group

Administrative Technician
Records Technician

Conservation Occupational Group

Conservation Programs Specialist

Support Services Occupational Group

Vehicle Maintenance Foreman
Facilities Maintenance Foreman
Buyer

16.4 Notice of Vacancy:

(a) When new positions are created, additional positions are created, temporary positions are reclassified as regular, or any vacancy occurs other than a temporary position as defined in Section 3.4 (b) of the MOU, the District shall post the positions available. Such notice shall set forth the number of vacancies, the classifications, the job descriptions, the qualifications required, tests required, the rate of pay and the closing date for receipt of applications.

Clerical positions shall be posted identifying the Department in which the vacancy occurs. Any employee as defined in Section 3.4 (a) (c) and (d) may apply for consideration in the filling of such vacancies and the District shall accept for consideration any application received prior to 4:30 PM on the closing date. Employees will have at least forty-eight (48) hours excluding Saturdays, Sundays and holidays in which to apply

(b) During the last two weeks of January each year, the District will post notice that the

pre-bid lists are open for each bargaining unit position at the District. Employees will have 10 working days to sign the pre-bid lists located in the Human Resources office.

For the purposes of bidding, employees will be considered to have bid a position if they have signed the pre-bid list that year should a position become open. The pre-bid list will be effective until the next pre-bid lists are issued.

(c) Within 30 days of a vacancy of a permanent position, the District will either post the position or notify the Union in writing that the position will not be filled.

16.5 Employee Appointments:

(a) Employees appointed to a new classification within the District shall have a period of ten (10) working days to elect to return to their previous classification and wage rate.

(b) Regular employees who are appointed to fill vacancies shall be placed on probation/initial orientation in the new position for a period of three (3) months. At any time during this period either the employee or the District may terminate the appointment. Employees in a probationary/initial orientation status are ineligible to bid other vacancies.

16.6 Terminated by Employee: If the appointment is terminated by the employee, the employee may, if qualified, fill the vacancy created by the coincidental promotion of another employee or in the alternative shall be either: (1) returned to employee's previous classification and wage rate provided that a vacancy exists; (2) transferred to some other classification mutually satisfactory to both the employee and the District provided a vacancy exists; or, (3) laid off with rehire rights as provided for in Section 15.3.

16.7 Terminated for Unsatisfactory Performance: If the appointment is terminated because of unsatisfactory performance, the same considerations as provided for in Subsection 16.6 will apply. In lieu of layoff, the employee may, if qualified, elect to follow the demotion procedure set forth in Title 15.3(b).

16.8 Position Eliminated: If the appointment is terminated because the position is eliminated, the employee's status will be determined by employee's seniority and qualifications as provided for in Title 15, Section 15.3.

16.9 Notice of Filling:

(a) If the District receives no applicants for a job posting, the District will, within five (5) working days, post a notice to that effect on the District bulletin boards.

(b) The District shall appoint the successful applicant to the posted position within twenty (20) working days following the completion of the selection process as provided in Section 16.3(a). Notice of the appointment, including the name of the appointee, shall be posted on the District bulletin boards at that time.

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

16.10 Employee Development Program

(a) There will be established an employee development program, the goal of which is to

assist employees to become highly competent in their current positions and to provide guidance to them in choosing training to become qualified to move into new positions and vacant positions which become available at the District.

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

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

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

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

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

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

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

TITLE 17 DISCIPLINARY ACTIONS

17.1 The principal objectives of this policy are to promote orderly job conduct and the longer range development of a goal-oriented and productive personnel team, help ensure compliance with state and federal laws, and to establish the procedural means of protecting employment rights of employees.

The effect of this policy should be:

- The reduction of involuntary terminations.
- The avoidance or minimizing of misunderstandings between supervisory and non-supervisory personnel.
- Ensuring that personnel are provided with notice of unacceptable conduct in sufficient time to permit self-correction and improvements.
- Ensuring that documentation is maintained and available to support management's position in the event of discriminatory charges.

Definition -The term discipline will be understood as meaning "a state of orderliness" such as in a "disciplined team" or in a "disciplined performance." Therefore, disciplinary action is action taken to maintain an orderly way of imposing sanctions to remedy unacceptable employee performance.

Causes for Disciplinary Action - The following are examples of conduct for which discipline may be imposed. This list is merely a summary. It is not exhaustive and discipline may be imposed for misconduct not set forth below:

1. Improper or unauthorized use or abuse of sick leave;
2. Excessive absenteeism;
3. Being absent without authorization; repeated tardiness or leaving without authorization.
4. Violation of District policies, rules or procedures;
5. Insubordination, disobedience, or failure to carry out any reasonable order;
6. Acceptance of gifts or gratuities in connection with or relating to the employee's duties;
7. Any conduct which is harmful to the orderly conduct of business, the safety of employees or equipment, or which adversely affects the employee's ability to perform his/her job;
8. Falsifying information related to employment application, payroll or any other work related record or report;
9. Discourteous or inappropriate treatment of the public or District employees;
10. Violation or neglect of safety rules or common safety practices;
11. Theft, dishonesty, or fraud;
12. Physical altercations or acts of aggression;
13. Engaging in discriminatory or harassing behavior in violation of state/federal laws and/or District policy;
14. Substandard or inadequate job performance, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable

- manner;
15. Violation of the District's policies regarding drugs, alcohol, and/or tobacco use;
 16. Careless, negligent, or improper use of District property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.

Progressive Discipline Procedures

The actions identified below reflect a logical progression from the least serious to the most serious. In general, a supervisor's approach to matters requiring disciplinary action will follow this progressive approach. The first steps of the disciplinary procedure are to be regarded as corrective measures and are to be combined with appropriate instruction which, if followed, would make further steps unnecessary. The seriousness of the offense shall be taken into account by the supervisor, and the supervisor need not necessarily proceed to the next level of disciplinary action upon the repetition of the offense. In order for a supervisor to proceed to the next level of disciplinary action, the offense need not be a repetition of a prior offense.

A Skelly meeting (as defined below) will generally precede disciplinary action involving a loss of pay. However, suspensions of five days or less may be immediately implemented providing that the Skelly procedure (as defined below) is then promptly followed. Under certain conditions more severe disciplinary action may immediately occur.

Forms of Disciplinary Action:

1. Verbal Reprimand – The verbal reprimand is considered informal discipline and notifies the employee that his/her performance or behavior must be improved. This warning defines the areas in which improvement is required, sets up goals leading to this improvement and informs the employee that failure to improve will result in more serious disciplinary action.

This is the first official step of disciplinary action. It shall be used to deal with minor infractions of rules and practices. It is, in effect, a statement to the employee that he/she has (1) violated a District rule or work practice that he/she should have been aware of, (2) that he/she will be expected to abide by all such rules in the future.

The manager will summarize this action with written documentation concerning the conversation. This document is placed in the employee's personnel file and a copy is given to the employee. The employee shall be permitted to file a written response, the original being directed to the department head and a copy filed in the employee's personnel file.

This document shall be removed from the employee's personnel file after a period of 24-months, provided the employee has received no further related disciplinary action during the 24-month period.

2. Written Reprimand – The written reprimand is a written record of discipline, that is usually, but not always, issued after a previous verbal reprimand. The employee is advised that his/her behavior is below standard and that continuation or repetition of that behavior shall result in more serious disciplinary action. The written reprimand shall specifically cite the substandard conduct and, where appropriate, reference the particular Code or Policy that has been violated.

A copy of the written reprimand shall be provided to the employee and a copy placed in the employee's personnel file. The employee shall be permitted to file a written response, the

original being directed to the department head and a copy filed in the employee's personnel file.

This document shall be removed from the employee's personnel file after a period of 24-months, provided the employee has received no further related disciplinary action during the 24-month period.

3. Suspension – The suspension is a District ordered absence from duty without pay for a specified period of time, and generally, but not always, follows a previous verbal and written warning.

4. Reduction in Pay – Reduction in pay is a temporary reduction in salary to a lower salary step for a specified maximum period of time. The employee does not have sudden stoppage of income and may be able to have the reduction lifted by good performance. The department does not lose the services of the employee. An individual should have been warned or reprimanded prior to taking this action to advise him or her that his or her performance is not acceptable.

5. Demotion – A demotion is a permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications; the employee's new duties must be consistent with those described in the job description.

6. Last Chance Agreement – At the discretion of the General Manager, a last chance agreement may be entered into with the employee, the bargaining unit if appropriate, and the District. This agreement is a possible alternative to termination. The agreement, signed by all parties, will state the steps or conditions that the employee is required to follow or meet to continue his or her employment with the District.

7. Termination/Discharge

Termination is the most severe form of disciplinary action. This course of action may result, for example, from an employee's violation of the District's "Causes for Disciplinary Actions," or due to an accumulation of various violations. This action is normally one of last resort, and shall only be taken when management is thoroughly satisfied that the employee has been given every reasonable opportunity to meet performance or behavior standards and clearly failed to do so.

Pre-Disciplinary Proceedings:

A public employee has certain procedural protections called "Skelly" rights before serious discipline (i.e., a reduction in pay or suspension of more than five (5) working days) may be imposed. Before such discipline is imposed, the employee has the option to request an administrative meeting with the District whereby the employee (with or without his/her representative) may respond to the charges with facts and/or other information which he/she wishes the District to consider in deciding whether or not to proceed with the proposed discipline.

The requirements of the Skelly procedure are satisfied as follows:

1. The employee receives advance notice of the proposed disciplinary action.
2. The notice states the reasons for the proposed action.
3. The notice contains the charges upon which the proposed action is based.
4. The employee is allowed access to any materials upon which the proposed action is based.

5. The employee is afforded the right, either orally or in writing, or both, to respond to the proposed charge(s) and the proposed disciplinary decision.

Skelly Notice

The notice requirements of Skelly are as follows:

1. The Skelly notice shall be in writing.
2. The letter shall set a date, time and place for the employee to respond to the charges if he/she elects to do so. In order to allow the employee time to seek advice and to prepare any oral or written response he/she may wish to make, the date set for his/her response should be at least five working days from the date the letter is sent. The letter shall contain a request that the employee give notice if he/she elects to waive his/her right to respond orally.
3. The letter shall contain the notice of the proposed disciplinary action intended to be taken.
4. The reasons for the proposed action must be set out. The part of the Skelly letter setting out the misconduct with which the employee is charged must be factual so that any person reading the letter will be able to determine the exact misconduct charged.
5. The factual allegations of misconduct must specifically cite the District's particular policy and/or "Causes for Disciplinary Actions" that the employee is charged with violating.
6. The notice must advise the employee of his/her right to respond to the charges, either orally or in writing.
7. The notice must advise the employee of his/her right to representation if he/she elects to respond.
8. The notice will advise the employee that discipline may be imposed whether or not he/she responds to the charges.

Skelly Meeting

The Skelly meeting, if the employee elects to have a meeting, shall be conducted as follows:

1. The General Manager (hereafter "Skelly Officer") shall chair the meeting.
2. The Skelly Officer shall establish that the employee has received the Skelly notice and understands the charges set forth therein.
3. The Skelly Officer shall make available any documents which were considered in determining the charges and proposed disciplinary action.
4. The employee or his/her representative shall be given the opportunity to respond to the charges and proposed action.
5. The employee or his/her representative shall be given the opportunity to make final comments regarding the proposed action.
6. The Skelly Officer shall close the meeting by indicating that he/she will consider all statements and/or documents, which may have been presented prior to determining the final action.

The General Manager will determine whether the charges have been sufficiently established and the appropriateness of the level of the proposed disciplinary action.

Action Letter

Following the Skelly meeting, the Skelly Officer will promptly prepare a letter containing all of the following:

1. Factual Findings. Repeat the charges as set out in the Skelly notice letter, provided the

Skelly Officer concludes they have been established. If a charge has not been established or if facts excusing or mitigating of the misconduct have been disclosed, the letter should so state.

2. The specific District policy and/or particular portion of the "Causes for Disciplinary Action" which were violated should be cited.
3. The discipline imposed may not exceed the maximum stated in the Skelly letter.
4. A statement that the employee may appeal the action to arbitration consistent with the provisions of the Union contract or other District procedures, if applicable.

TITLE 18
INCLEMENT WEATHER PRACTICE

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

TITLE 19
EMPLOYEE BENEFIT PROGRAM

19.1 General: While this Memorandum is in effect, the District will not alter the overall level of service or benefits of any of the programs identified below unless otherwise agreed by the Union. The District maintains the right to make administrative, plan and/or vendor changes that will not materially affect the employees' benefit or overall employee cost of such benefit. Should the Union believe the District has made a change that does not fit within the confines of the paragraph it is hereby granted access to the grievance procedure or as an alternative may demand to open bargaining. A demand to bargain shall be limited to this issue only.

Employees can select a lower-priced High-Deductible Health Plan (HDHP). If selected, the District will contribute a percentage of the cost savings between the PPO and the HDHP to the employee's Health Savings Account. The above referenced percentage is currently 70% of premium. Should the District modify this to a lower percentage, employees who have selected this option shall have the opportunity to change their choice of medical plan options prior to the implementation of the new percentage.

19.2 Contributions:

(a) Group Medical Insurance Plan Including Drug Card Program: Effective Plan Year 2023 and thereafter, employees shall contribute \$50 per month towards the cost of medical insurance. The NRECA Preferred Provider Organization (PPO) plan agreed upon includes a \$2,000/\$4,000 out of pocket annual maximum for Out-of-Network charges, a \$400/\$800/\$1200 in-network deductible and \$800/\$1600/\$2400 out-of-network deductible, utilization review/cost containment SHARE features, medical management provisions, generic drugs at \$10.00, brand name drugs at \$20.00, mail service prescription drug program (co-payments for brand name mail order prescriptions at \$25.00, generic mail order prescriptions at \$10.00).

(b) If an employee receives medical insurance coverage through their spouse or a partner, signs a District form electing not to receive (waiving) District paid medical coverage and provides the District with satisfactory proof of insurance coverage, effective January 1, 2020 the employee may opt out of the District provided medical plan. Employees opting out of the District paid medical plan shall receive a monthly stipend in an amount equal to \$800 per month.

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

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

(e) Wellness Program Plan: The District will furnish a wellness program benefit of up to \$500 annually per active employee. The Wellness Benefit reimburses the employee for

wellness related costs incurred and is subject to income tax, as applicable. Any unused portion of the annual benefit will not be carried over to the subsequent year.

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

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

(h) Retirement Plans: Effective January 1, 2013, the District was required to implement the CA Public Employees’ Pension Reform Act (PEPRA). The District and IBEW 1245 entered into a contract on November 5, 2012 to implement PEPRA and comply with AB340 and to mitigate the effects of AB340 on current and future employees, while not increasing the CalPERS cost to the District ratepayers. Additionally, both parties wish to minimize financial inequality between the new employees on the 2% @ 62 plan with employees on the 2.7% @ 55 plan.

CalPERS will determine if a new employee is considered a “Classic Member” or a “PEPRA Member.”

Beginning on 1/1/13, all represented employees shall receive 1.89% of their wages in the form of a District contribution into a Flexible Spending Plan. This amount will not be reportable to CalPERS as wages, and can be used at the employee’s discretion.

Classic Members (employees hired on, or before December 31, 2012)

- 1) The District will provide and maintain membership in the California Public Retirement System (CalPERS) with all the optional benefits adopted 8-24-04.
 - a) Section 21354.5 2.7% @ 55 full supplemental or modified formula for local miscellaneous members. (Effective 1/01/11)
 - b) Section 20938 Limit prior service to members employed on contract date.
 - c) Section 21024 Military service credit as public service.
 - d) Section 21536 Local system service credit included in basic death benefit.
 - e) Section 21540.5 Special death benefit for local miscellaneous members.
 - f) Section 20965 Credit for unused sick leave.
 - g) Section 21548 Pre-retirement optional settlement 2 Death Benefit
 - h) Section 21022 Public service credit for periods of layoff.
 - i) Section 21023.5 Public service credit for Peace Corps or Americorps
 - j) Section 21027 Military service credit for retired persons.
 - k) Section 21551 Pre Retirement Death Benefits to continue after remarriage of survivor.
 - l) Section 20037 Final Compensation 3 Year.
 - m) Section 21329 2% Annual Cost-of-Living.
 - n) Section 20481 Local System Transfer
 - o) Section 20055 Prior Service.

- 2) The CalPERS retirement plan was amended on 1/1/11 from the 2% @ 60 formula to 2.7% @ 55 formula. Employees agreed to borne all increased costs for the improved formula; the District would incur no additional costs; employees will share in all future increases or decreases to the employer rate by 29.13% until the side-fund liability is paid in full.
- 3) Employees that were enrolled in the prior pension plan (pre 8-24-04 – known as the Richardson Defined Benefit Plan) before membership with CalPERS, have a pre-retirement death benefit. If an employee dies prior to retirement, the District will pay to his or her beneficiaries, the amount of the unfunded liability (as of 8-24-04) from the prior plan plus interest (6% per annum). Each employee's unfunded liability amount has been recorded and maintained in their personnel file.
- 4) Employees shall pay at least 50% of "normal cost" of existing 2.7% @ 55 plan, not to exceed 8% wages, adjusted annually on July 1st of each year by the District, based on cost data from CalPERS.
- 5) District shall pay all remaining CalPERS employer and employee costs not covered by the employees.

PEPRA Members:

- 1) For employees hired on, or after January 1, 2013 PEPRA requires that:
 - a) New employees (with no prior CalPERS membership within the past six months) shall join in the 2% @ 62 plan and must pay at least 50% of "normal cost" of this plan.
- 2) Employees shall pay 50% of "normal costs" as defined by CalPERS. Initial costs shall be based on CalPERS data, and annually adjusted on July 1st of each year by the District, based on cost data from CalPERS.
- 3) District shall pay all remaining CalPERS employer and employee costs not covered by the employees.
 - a. District shall pay a percentage of wages equal to 13.03% minus the employee contribution rate to CalPERS plus 2.0%; subject to a maximum District combined rate (District to CalPERS % + District to 401(a) %) shall not exceed the CLASSIC pension District contribution rate.
 - b. The District's total contribution rate for PEPRA employees (CalPERS and 401(a)) contributions shall be equal to the District's total contribution rate for Classic pension plan employees. If an increase in PEPRA employee required CalPERS contribution should increase in such a manner where the total contribution of the District for Classic employees is not equal, the District will increase the defined contribution payment for the PEPRA employee into their 401(a), thus equalizing the total contribution between Classic and PEPRA employees.
 - c. The provisions as outlined in "b" above will terminate once the District's IBEW 1245 represented employees CalPERS Classic enrollment falls below five (5) active participants.

- d. The amounts will be deposited to the employee's existing Mission Square or CalPERS 457(b) or 401(a) plans, as selected by the employee and of which the employee has full control.

Other:

- 1) Under no circumstances will an employee hired on, or prior to, December 31, 2012 be allowed to transfer to the 2% @ 62 plan, unless they separate from the District and have a six-month gap in service, and return to work at the District.
- 2) Additional funds in 457(b) or 401(a) accounts as described in Section 4(c) are independent of any other Supplemental Income Plan (SIP) and will not be subject to District matching.

Employee Separation from Employment at the District:

At the time of separation from employment at the District, all employee and District contributions to CalPERS will be handled by CalPERS according to its vesting regulations.

At the time of separation from employment at the District, all employee contributions and District matching contributions that were contributed to the employees 457(b) or 401(a) plans, as selected by the employee, and of which the employee will have full control.

(i) Personal Disability Leave Sell Back: After an employee has accumulated 500 hours of sick leave, the employee can sell back to the District sick leave over 500 hours at a rate of 50% of base pay.

(j) Vision Plan: The District will provide as follows:

The District will provide an annual benefit up to \$500.00 per covered employee, spouse, registered domestic partner or dependent. The benefit will be to cover the expenses of examination, lenses, frames or contact lenses, Lasik or other vision improvement related procedures when recommended by a physician or optometrist.

Any unused portion of the annual benefit or incurred cost (not exceeding \$500) may be carried over to the next subsequent year.

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

(I) Post Retirement Medical and Dental Benefits:

(1) To be eligible to receive post-retirement health benefits, an employee must have at least ten (10) years of service with the District. Years of service is defined as cumulative years of service with the District, which may or may not be consecutive years. Employees, who retire from the District and meet the service requirement stated above, will receive a District contribution towards their post-retirement health benefits premium with the insurance company that is contracted for retiree benefits with the District at the time of the employee's retirement, [or to an HRA Health Reimbursement Account as indicated below] as follows:

Years of Service	Percent of Premium Paid by District
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The post-retirement plan is the same as the active employees' medical plan except for a \$500 deductible per person compared to a \$400 deductible per person for employees. Retirees may choose the High Deductible Health Plan as a lower cost alternative to the PPO plan.

For example, a person retiring at age 55 with 19 years of service would have 95% of the retiree and dependent caps paid by the District.

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

	Monthly Caps
Individual only	\$ 600
Spouse only	\$ 600
Child(ren) only	\$ 600
Spouse & child(ren) only	\$ 1,000
Medicare Rate	\$ 500

If the premiums increase above the monthly cap, the retiree will pay the difference between the new premium and their percent of benefit established upon retirement multiplied by the cap. *Example: A person retiring at age 55 with 19 years of service would have 95% of the retiree and dependent caps paid by the District. If initially the premium for individual only was \$340, the retiree would pay $340 - (95\% \times \$340) = \17.00 . If the premium increases to \$500 while the cap is \$475, the retiree would pay $500 - (95\% \times \$475) = \48.75 .*

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

The District agrees that during the first four months of 2020, it will investigate the possibility of placing all participants in the retiree medical benefit plan into an HRA plan and contribute the amounts set forth above in this sub section "I" directly into the HRA plan. If this investigation demonstrates that: 1) moving to an HRA program does not diminish the available benefits/options available to employees, specifically that the District's group health plan would continue to be an available option for retirees, and 2) there would be no increase in cost to the District; then the District will adopt an HRA plan for all eligible retirees.

19.3 Longevity:

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

UPON COMPLETION OF YEARS OF SERVICE	AMOUNT OF COMPENSATION
5-10 years	1.0%
11-20 years	2.0%
21+ years	3.0%

After completion of five (5) years of service, and continuing, employees will receive longevity pay at the rate outlined above on average base wages in the given year that an employee obtained such longevity benefits as outlined above.

(b) Payment: Longevity payments will be made to the employee annually by the end of January in the subsequent year that an employee obtains the above longevity benefit defined above and relative to an employee's Governing date, defined below. This will be issued on a separate check. This longevity incentive will not be pyramided or compounded by any other wage increase.

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

19.4 Continuing Negotiations: During the term of the Memorandum, the District and the Union agree to meet periodically for the purpose of discussing a program of cost

containment and maintenance of benefit levels concerning the benefits listed in Sections 19.1 and 19.2

19.5 Tools:

a) Allowance: Notwithstanding the provisions of Section 11.1 of the agreement, automotive mechanics are required to provide their own set of hand tools and boxes necessary to perform their jobs. The District will provide to the mechanics an allowance up to \$1,000 per annum, payable upon presentation of approved invoices, for lost, misplaced, damaged or worn tools through normal wear or new tools which may be available to enhance the performance of their job. Hand tools acquired by the mechanics using this allowance will remain the property of the mechanic.

This is a prospective benefit. If an employee leaves prior to mid-year (other than medical retirement), the amount shall be returned to the District by the employee. If the employee is on modified work duty at the time the original payment is made, the prospective benefit amount will be pro-rated and paid only when the employee can perform the job without modifications.

b) Insurance: No provision in Section 19.5.1 is intended to negate the District's responsibility to furnish: 1) air tools, 2) specialty tools, and 3) shop equipment necessary for the mechanic to perform his duties. In the event the mechanic has any of the above three types of tools or equipment and agrees to use them while employed by the District, the District, in lieu of purchasing said equipment, agrees to insure or self-insure and replace said equipment for wear, misplacement, damage or loss, on an item for item basis.

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

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

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

**TITLE 20
CLASSIFICATIONS AND WAGE RATES**

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

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

20.2 Wage Range Placement:

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

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

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

20.4 General Wages: Wage Schedule for 2025-2027 (Exhibit A and B)

2025 Effective January 1, 2025 the GWI for employees covered under this agreement will be 5.5%*.

2026 Effective January 1, 2026 the GWI for employees covered under this agreement will be 4%

2027 Effective January 1, 2027 the GWI for employees covered under this agreement will be 4%

*The following classification will ONLY receive an equity adjustment rather than the 2025 GWI. Those classification receiving an equity adjustment are:

Classification	Range	Equity Adjustment to Base Rate of 2024
Electric Foreman Electrician/Meter Technician Foreman** Troubleman	37	22.5%
Lead Inspector Substation Lineman/Inspector	36	22.5%
Lead Lineman	35	22.5%
Substation Lineman	34	22.5%

Electrician/Meter Technician** Construction and Maintenance Inspector (Electric)	34	22.5%
Water Department Electrician	34	22.5%
Journeyman Lineman	33	22.5%
Meter Reader Coordinator / Utility Worker	29	22.5%
Apprentice Lineman	27	22.5%
Groundman	17	22.5%

The parties agree to set the wage progression for the newly defined Customer Service Representative prior to any general wage increase as follows:

Customer Service Representative	Step 5	Range 9	\$36.92
	Step 4		\$35.16
	Step 3		\$33.49
	Step 2		\$31.90
	Step 1		\$30.38

The parties will rename the Customer Service Representative III to Senior Customer Service Representative.

The parties agree to create an ad-hoc committee after the commencement of this agreement to negotiate new job descriptions, assigned duties, and testing requirements that will be required to pass through the wage progression defined above for the Customer Service Representative. This ad-hoc committee will commence negotiating before January 1, 2026. Current Customer Service Representative I's and II's will be allowed to progress with favorable performance reviews until time the parties agree through ad-hoc negotiations to define and agreed to methodology and standards associated with the step progressions as defined above.

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

20.6 Incentive for Water Certification: Employees within the water department (above the Technician-in-Training level) will receive **\$500** per year per certification above what is required within their job description, limited to Water Department personnel only. Paid in lump sum in January each year.

1. Upon written or electronic notification of completion of the requirements for the certification from the State of California or AWWA. Employees will be paid a prorated portion of the **\$500** for the current year. This will be based on the date of certification.

20.1 Bilingual Premium Pay

- (a)** A bilingual CSR wage premium of 5% of base pay for CSR positions that require proficiency in a second language. The premium will begin once the employee has qualified and entered the program. All benefits under 19.2(h) shall be eligible for this wage premium. All existing duties of the current CSR job description shall apply.
- b)** While the intent of this section is to offer the premium to employees for use of Spanish language skills, the Union and Company agree to discuss extending the same premium for other languages.
- c)** This program is voluntary and will be accepted based on seniority within that group. Passing an assessment of bilingual speaking skills will be required prior to an employee being eligible for a bilingual premium. The Company will determine if volunteers have the necessary language skills to receive such calls. This determination will be administered by a mutually agreed upon third-party vendor. Follow-up assessments may be required if deemed necessary by management. Existing work hours shall remain the same unless an Alternate Work Schedule is agreed upon as per Title 4 (4.3). When overtime is needed specifically for employees who are participating in the bilingual program, per Title 6 (6.3), overtime will be equalized among those employees who are participating in this program. Employees receiving the bilingual premium will still be eligible for general overtime, subject to the following: 1) they will not receive the bilingual premium while taking calls outside of the bilingual team; and 2) the overtime hours received for the bilingual premium will also be counted for equalizing general overtime within the department and or classification under Title 6.
- d)** The number of bilingual opportunities by classification selected will be established by management. An employee who successfully passes the test in subsequent assessments, even though they may be senior to an existing employee currently in the program, may not bump or displace that employee. They must wait for the next identified opportunity as determined by management. When opportunities are available, management will accept bids into the program based on seniority within the department assuming the assessment has been successfully passed.
- e)** A 30-day notice to management will be given in the event an employee chooses not to participate once the employee has elected participation in the program. In the event an existing designated bilingual employee decides to withdraw from participation, and does so, the premium will be discontinued.
- f)** In the event the number of bilingual opportunities once established is reduced or eliminated the District will give a minimum of a 30-day notice to impacted employee(s) and it will be based on reverse seniority. Once removed from the program the premium will stop. Employees who have not been selected and are not participating in this program are not eligible for the bilingual premium.
- g)** It is the expectation that once a determination for a bilingual call is made, that call will be transferred to an employee within the bilingual program. Additionally, employees within this program will be required to take English calls.

**TITLE 21
TERMS OF AGREEMENT**

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

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

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

21.2 Term: Unless otherwise specified, the MOU shall continue in full force and effect until the last day of December, 2027, and thereafter from year to year unless written notice of change or termination shall be given by either party to the other during the period of September 1 to October 31, prior to the expiration date above or the expiration date of any year thereafter, in which event the parties will commence discussion of any proposed amendments as soon as practicable after such notice has been given. During the period of discussion, and until such time as any agreement is reached or impasse is reached, the status quo will be maintained. If, after good faith negotiation, the District and Union reach an impasse then either party may contact the State Mediation and Conciliation Service to assist in reaching final agreement.

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

TITLE 22 USE OF AUTONOMOUS TECHNOLOGIES

Integration of Autonomous Technologies and Artificial Intelligence Technological Changes

Artificial Intelligence (AI), Autonomous things (AuT), and the Internet of Autonomous Things (IoAT) (Collectively, "Autonomous Technology") are nascent computer and robotic technologies that will fundamentally alter the workplace by allowing computers to act as autonomous, free-thinking entities within a digital/computerized environment, and increasingly within a physical one as well. Based on the pace at which this technology is developing and changing, it is incumbent upon the parties to qualitatively assess and mutually respond to the myriad of ways in which Autonomous Technology might serve to dispose of bargaining unit members and erode workplace protections that have been painstakingly negotiated over decades. While change is inevitable, our common mission is to ensure that such change serves the interests of both parties, and to mitigate any harmful side effects.

This Article serves to establish standards and requirements regarding the integration of Autonomous Technology within work normally performed by members of the International Brotherhood of Electrical Workers, Local 1245 (IBEW 1245). The parties agree that the integration of such technologies within bargaining units represented by IBEW 1245 does not erode the defined job roles or disrupt the existing rights and protections set forth within the operative Collective Bargaining Agreement (CBA) or Memorandum of Understanding (MOU), and generally to safeguard the interests of IBEW 1245 members while enabling the employer to explore and adopt new technologies.

1. Introduction of Autonomous Technologies, Drones, Robotics and AI:

- a) The employer acknowledges that certain Autonomous Technologies can be used within the workplace to perform tasks traditionally and exclusively performed by IBEW 1245 members. Such technologies might include but are not limited to autonomous at-scale data collection systems, drones, autonomous vehicles, and other AI-driven systems (AuT).
- b) Prior to the introduction, implementation, or integration of any autonomous technology that has the potential to replace, augment, or assist the work normally performed by IBEW 1245 members, the employer shall meet and confer with IBEW 1245 to negotiate in good faith the effects, impacts, mitigation strategies, and any possible necessary adjustments to the CBA to accommodate the new technology.

2. Preservation of Work Roles:

- a) The employer agrees that it will not use any Autonomous Technology to infringe upon, dilute or replace the work normally performed by IBEW 1245 members

3.Reduction of Workforce Due to AI Advances:

- a) In the unlikely event that the introduction, implementation, or integration of any Autonomous Technology results in a labor overage within certain areas of the IBEW 1245-represented workforce, the employer shall meet and confer with IBEW 1245 prior to utilizing any layoff provisions within the CBA/MOU to explore alternative arrangements

such as retraining programs, job rotations, or other measures aimed at mitigating the impact to affected members. After meeting and conferring with the Union on possible layoffs due to the implementation of AI technologies, and if no amenable outcome can be reached, the employee(s) affected may be laid off per Article 15.

4. Retraining and Skill Development

- a) Recognizing the inevitability of changes in job roles and skill requirements due to the integration of Autonomous Technology, the employer agrees to provide comprehensive retraining and skill development opportunities for any potentially affected IBEW 1245 members.
- b) Retraining programs shall be crafted and executed in consultation with IBEW 1245 to ensure relevance, effectiveness, and accessibility for any potentially affected IBEW 1245 members.

5. Dispute Resolution:

- a) Any disputes, disagreements, or contentions arising from the interpretation or implementation of this Article shall be resolved through the grievance procedure as set forth in the CBA/MOU.
- b) Both parties shall engage in good faith negotiations to address any issues or concerns related to the integration of Autonomous Technology within the workforce.

TITLE 23
CONTRACTING OUT PROVISIONS

23.1 Contracting Out Provisions

- a) It is the general intent of the parties to have bargaining unit employees perform bargaining work
- b) It is recognized that the District has the right to have work performed by outside contractors. If the Union believes that the District's use of outside contractors has resulted in the involuntary layoff of bargaining unit members, the Union may request a meeting with the District to meet and confer regarding the District's use of outside contractors and its effect on bargaining unit members. The District will use its best efforts to avoid the involuntary layoff of bargaining unit members as a direct result of the use of outside contractors.
- c) In the event that the District contracts out any work normally performed by IBEW 1245 bargaining unit employees covered under this agreement which the District's employees are qualified to perform, the District shall offer District employees similar overtime opportunities to those overtime opportunities afforded contract employees. The District will review, at the request of the Union on a quarterly basis, the status of any contractor performing work normally performed by IBEW 1245 bargaining unit employees covered under this agreement.

**Truckee Donner Public Utility District
 Represented Positions - Wage Schedule A
 Effective January 1, 2025 to December 31, 2027**

REF

5	6 Position	7	8	9	10 Hourly Wage: 1/1/2025 to 12/31/2027		
					11 2025 Wage	12 2026 Wage	13 2027 Wage
	WATER						
10	Water Utility Motor Control & SCADA Technician	Step 5	B34	\$ 83.24	\$ 86.57	\$ 90.03	
11		Step 4					
12		Step 3					
13		Step 2					
14		Step 1					
15							
16	Planner Estimator Inspector (Water)	Step 5	A33	\$ 70.00	\$ 72.80	\$ 75.71	
17	Lead Inspector	Step 4					
18		Step 3					
19		Step 2					
20		Step 1					
21							
22	Senior Water Quality Technician/Inspector	Step 5	A32	\$ 68.29	\$ 71.02	\$ 73.86	
23	Water Distribution Foreman	Step 4					
24	Water Operations Foreman	Step 3					
25	Meter Maintenance & Water Loss Coordinator	Step 2					
26		Step 1					
27	Inspector for Pipeline Construction	Step 5	A29	\$ 63.49	\$ 66.03	\$ 68.67	
28		Step 4		\$ 60.47	\$ 62.89	\$ 65.41	
29		Step 3		\$ 57.58	\$ 59.88	\$ 62.28	
30		Step 2		\$ 54.85	\$ 57.04	\$ 59.32	
31		Step 1		\$ 52.23	\$ 54.32	\$ 56.49	
32							
33	Water Distribution Leadman	Step 5	A27	\$ 60.47	\$ 62.89	\$ 65.41	
34	Water Operations Leadman	Step 4					
35	Water Quality Technician	Step 3					
36		Step 2					
37		Step 1					
38							
39	Water Service Technician	Step 5	A24	\$ 56.18	\$ 58.43	\$ 60.77	
40		Step 4					
41		Step 3					
42		Step 2					
43		Step 1					
44							
45	Water Technician-in-Training/Mechanic	Step 5	A24	\$ 56.18	\$ 58.43	\$ 60.77	
46		Step 4		\$ 53.50	\$ 55.64	\$ 57.87	
47		Step 3		\$ 50.97	\$ 53.01	\$ 55.13	
48		Step 2		\$ 48.53	\$ 50.47	\$ 52.49	
49		Step 1		\$ 46.23	\$ 48.08	\$ 50.00	
50							
57	Water Service Technician-In-Training	Step 5	A20	\$ 50.97	\$ 53.01	\$ 55.13	
58	(Wage steps are based on module completion. Modu	Step 4		\$ 48.53	\$ 50.47	\$ 52.49	
59	and 2 are at wage step 1)	Step 3		\$ 46.23	\$ 48.08	\$ 50.00	
60		Step 2		\$ 44.03	\$ 45.79	\$ 47.62	
61		Step 1		\$ 41.93	\$ 43.61	\$ 45.35	
62							
63	Helper II	Step 5	A15	\$ 45.10	\$ 46.90	\$ 48.78	
64		Step 4		\$ 42.95	\$ 44.67	\$ 46.46	
65		Step 3		\$ 40.90	\$ 42.54	\$ 44.24	

66		Step 2		\$ 38.95	\$ 40.51	\$ 42.13
67		Step 1		\$ 37.09	\$ 38.57	\$ 40.11
68						
70	Helper I	Step 5	A13	\$ 42.95	\$ 44.67	\$ 46.46
71		Step 4		\$ 40.90	\$ 42.54	\$ 44.24
72		Step 3		\$ 38.95	\$ 40.51	\$ 42.13
73		Step 2		\$ 37.09	\$ 38.57	\$ 40.11
74		Step 1		\$ 35.33	\$ 36.74	\$ 38.21
75						
77	Hourly Wage: 1/1/2025 to 12/31/2027					
78	Position		Range	2025 Wage	2026 Wage	2027 Wage
79						
80	ELECTRIC					
81	Electric Foreman	Step 5	B37	\$ 89.58	\$ 93.16	\$ 96.89
82	Electrician/Meter Technician Foreman	Step 4				
83	Troubleman	Step 3				
84		Step 2				
85		Step 1				
86						
87	Lead Inspector	Step 5	B36	\$ 87.40	\$ 90.90	\$ 94.54
88	Substation Lineman/Inspector	Step 4				
89		Step 3				
90		Step 2				
91		Step 1				
92						
93	Lead Lineman	Step 5	B35	\$ 85.33	\$ 88.74	\$ 92.29
94		Step 4				
95		Step 3				
96		Step 2				
97		Step 1				
98						
99	Substation Lineman	Step 5	B34	\$ 83.24	\$ 86.57	\$ 90.03
100		Step 4				
101		Step 3				
102		Step 2				
103		Step 1				
104						
105	Electrician/Meter Technician	Step 5	B34	\$ 83.24	\$ 86.57	\$ 90.03
106	Construction and Maintenance Inspector	Step 4		\$ 79.29	\$ 82.46	\$ 85.76
107	(Electric)	Step 3		\$ 75.52	\$ 78.54	\$ 81.68
108		Step 2		\$ 71.92	\$ 74.80	\$ 77.79
109		Step 1		\$ 68.49	\$ 71.23	\$ 74.08
110						
111	Journeyman Lineman	Step 5	B33	\$ 81.28	\$ 84.53	\$ 87.91
112		Step 4				
113		Step 3				
114		Step 2				
115		Step 1				
116						
117	Meter Reader Coordinator / Utility Worker	Step 5	B29	\$ 73.72	\$ 76.67	\$ 79.74
118		Step 4		\$ 70.22	\$ 73.03	\$ 75.95
119		Step 3		\$ 66.86	\$ 69.53	\$ 72.31
120		Step 2		\$ 63.69	\$ 66.24	\$ 68.89
121		Step 1		\$ 60.65	\$ 63.08	\$ 65.60
122						
123	Apprentice Lineman	Step 5	B27	\$ 70.22	\$ 73.03	\$ 75.95
124	(Wage steps are based on completion of apprentice	Step 4		\$ 66.86	\$ 69.53	\$ 72.31
125	program steps. Step 1 and 2 of program are wage st	Step 3		\$ 63.69	\$ 66.24	\$ 68.89
126		Step 2		\$ 60.65	\$ 63.08	\$ 65.60
127		Step 1		\$ 57.76	\$ 60.07	\$ 62.47
128						
129	Groundman	Step 5	B17	\$ 54.99	\$ 57.19	\$ 59.48

130		Step 4		\$ 52.37	\$ 54.46	\$ 56.64
131		Step 3		\$ 49.87	\$ 51.86	\$ 53.93
132		Step 2		\$ 47.49	\$ 49.39	\$ 51.37
133		Step 1		\$ 45.23	\$ 47.04	\$ 48.92
134						
135	Hourly Wage: 1/1/2025 to 12/31/2027					
136	Position		Range	2025 Wage	2026 Wage	2027 Wage
137						
138	ADMIN SERVICES					
139	Billing/Customer Service Supervisor	Step 5	A25	\$ 57.58	\$ 59.88	\$ 62.28
140		Step 4		\$ 54.85	\$ 57.04	\$ 59.32
141		Step 3		\$ 52.23	\$ 54.32	\$ 56.49
142		Step 2		\$ 49.74	\$ 51.73	\$ 53.80
143		Step 1		\$ 47.38	\$ 49.28	\$ 51.25
144						
145	Accounting Supervisor	Step 5	A21	\$ 52.23	\$ 54.32	\$ 56.49
146	Meter Reader Coordinator	Step 4		\$ 49.74	\$ 51.73	\$ 53.80
147	Work Order Accounting Supervisor	Step 3		\$ 47.38	\$ 49.28	\$ 51.25
148	Contract Administrator	Step 2		\$ 45.13	\$ 46.94	\$ 48.82
149		Step 1		\$ 42.97	\$ 44.69	\$ 46.48
150						
151	Accounting Specialist Lead	Step 5	A18	\$ 48.53	\$ 50.47	\$ 52.49
152	Customer Service/Collection Supervisor	Step 4		\$ 46.23	\$ 48.08	\$ 50.00
153		Step 3		\$ 44.03	\$ 45.79	\$ 47.62
154		Step 2		\$ 41.93	\$ 43.61	\$ 45.35
155		Step 1		\$ 39.93	\$ 41.53	\$ 43.19
156						
157	Billing Specialist	Step 5	A16	\$ 46.23	\$ 48.08	\$ 50.00
158		Step 4		\$ 44.03	\$ 45.79	\$ 47.62
159		Step 3		\$ 41.93	\$ 43.61	\$ 45.35
160		Step 2		\$ 39.93	\$ 41.53	\$ 43.19
161		Step 1		\$ 38.02	\$ 39.54	\$ 41.12
162						
163	Administrative / Community Outreach Coord.	Step 5	A15	\$ 45.10	\$ 46.90	\$ 48.78
164	Conservation Specialist	Step 4		\$ 42.95	\$ 44.67	\$ 46.46
165	Administrative Records Tech	Step 3		\$ 40.90	\$ 42.54	\$ 44.24
166	Records Technician/Administrative Tech	Step 2		\$ 38.95	\$ 40.51	\$ 42.13
167		Step 1		\$ 37.09	\$ 38.57	\$ 40.11
168						
169	Meter Reader/Collector/Service Technician	Step 5	A14	\$ 44.03	\$ 45.79	\$ 47.62
170		Step 4		\$ 41.93	\$ 43.61	\$ 45.35
171		Step 3		\$ 39.93	\$ 41.53	\$ 43.18
172		Step 2		\$ 38.02	\$ 39.54	\$ 41.13
173		Step 1		\$ 36.21	\$ 37.66	\$ 39.17
174						
175	Senior Clerk	Step 5	A13	\$ 42.95	\$ 44.67	\$ 46.46
176	Accounting Specialist	Step 4		\$ 40.90	\$ 42.54	\$ 44.24
177	Work Order Specialist	Step 3		\$ 38.95	\$ 40.51	\$ 42.13
178	Meter Reader/CSR	Step 2		\$ 37.09	\$ 38.57	\$ 40.11
179		Step 1		\$ 35.33	\$ 36.74	\$ 38.21
180						
181	Senior Customer Services Representative	Step 5	A11	\$ 40.90	\$ 42.54	\$ 44.24
182		Step 4		\$ 38.95	\$ 40.51	\$ 42.13
183		Step 3		\$ 37.09	\$ 38.57	\$ 40.11
184		Step 2		\$ 35.33	\$ 36.74	\$ 38.21
185		Step 1		\$ 33.65	\$ 35.00	\$ 36.40
186						
187	Customer Services Representative	Step 5	A9	\$ 38.95	\$ 40.51	\$ 42.13
188		Step 4		\$ 37.09	\$ 38.57	\$ 40.11
189		Step 3		\$ 35.33	\$ 36.74	\$ 38.21
190		Step 2		\$ 33.65	\$ 35.00	\$ 36.40

191		Step 1		\$ 32.05	\$ 33.33	\$ 34.66
192						
200	Hourly Wage: 1/1/2025 to 12/31/2027					
201	Position		Range	2025 Wage	2026 Wage	2027 Wage
202	SUPPORT SERVICES					
203	SUPPORT SERVICES					
204	Vehicle Maintenance Foreman	Step 5	A29	\$ 63.49	\$ 66.03	\$ 68.67
205	Facilities Maintenance Foreman	Step 4				
206		Step 3				
207		Step 2				
208		Step 1				
209						
210	Mechanic	Step 5	A24	\$ 56.18	\$ 58.43	\$ 60.77
211		Step 4		\$ 53.50	\$ 55.64	\$ 57.87
212		Step 3		\$ 50.97	\$ 53.01	\$ 55.13
213		Step 2		\$ 48.53	\$ 50.47	\$ 52.49
214		Step 1		\$ 46.23	\$ 48.08	\$ 50.00
215						
216	Buyer	Step 5	A21	\$ 52.23	\$ 54.32	\$ 56.49
217		Step 4		\$ 49.74	\$ 51.73	\$ 53.80
218		Step 3		\$ 47.38	\$ 49.28	\$ 51.25
219		Step 2		\$ 45.13	\$ 46.94	\$ 48.82
220		Step 1		\$ 42.97	\$ 44.69	\$ 46.48
221						
222	Assistant Mechanic-in-training	Step 5	A17	\$ 47.36	\$ 49.28	\$ 51.22
223	(Wages steps are based on module completion. Mod	Step 4		\$ 45.10	\$ 46.90	\$ 48.78
224	1 and 2 are at wage step 1)	Step 3		\$ 42.95	\$ 44.67	\$ 46.46
225		Step 2		\$ 40.90	\$ 42.54	\$ 44.24
226		Step 1		\$ 38.95	\$ 40.51	\$ 42.13
227						
228	Facility Maintenance Technician	Step 5	A16	\$ 46.23	\$ 48.08	\$ 50.00
229		Step 4		\$ 44.03	\$ 45.79	\$ 47.62
230		Step 3		\$ 41.93	\$ 43.61	\$ 45.35
231		Step 2		\$ 39.93	\$ 41.53	\$ 43.19
232		Step 1		\$ 38.02	\$ 39.54	\$ 41.12
233						
234	Warehouse/Utility Worker	Step 5	A14	\$ 44.03	\$ 45.79	\$ 47.62
235		Step 4		\$ 41.93	\$ 43.61	\$ 45.35
236		Step 3		\$ 39.93	\$ 41.53	\$ 43.18
237		Step 2		\$ 38.02	\$ 39.54	\$ 41.13
238		Step 1		\$ 36.21	\$ 37.66	\$ 39.17
239						
240	Engineer Intern	Step 1	A1	\$ 26.36	\$ 27.41	\$ 28.51
241						