



June 16, 2022

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## **APPROVAL OF LABOR AND EMPLOYMENT CONTRACTS BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND INTERNATIONAL UNION OF OPERATING ENGINEERS (“IUOE”) (VRSD CONTRACT NO. 22-015) AND GENERAL MANAGER (VRSD CONTRACT NO. 16-012-5); APPROVAL AND ADOPTION OF CORRESPONDING BOARD RESOLUTIONS FOR NON-REPRESENTED EMPLOYEES AND IUOE**

### **RECOMMENDATION**

- A. Approve, and Authorize Board Chair to sign, VRSD Contract No. 22-015, which is the Memorandum of Understanding by and between Ventura Regional Sanitation District and the International Union of Operating Engineers, Local 501, AFL-CIO (IUOE).
- B. Approve and Adopt District Board VRSD Resolution No. 22-08, directing District staff to implement VRSD Contract No. 22-015.
- C. Approve and Adopt VRSD Resolution No. 22-09 between Ventura Regional Sanitation District and Non-Represented Employees.
- D. Approve and Adopt Contract Amendment No. 5 to VRSD Contract No. 16-012, Employment Agreement for General Manager.

### **FISCAL IMPACT**

The fiscal impact of VRSD Contract No. 22-015, Contract No. 16-012-5, and VRSD Resolution Nos. 22-08, and 22-09, totals \$255,588 (18-months) through June 30, 2023 or \$170,392 annually. After June 30, 2023, the additional fiscal impact will depend on the Consumer Price Index (“CPI”). Adjustments to the Board Adopted Fiscal Year 2021-22 Budget or the Proposed FY 2022-23 Budget are not necessary to fund these labor and employment contracts and resolutions because there is adequate funding remaining in both budgets. If approved by your Board, VRSD Staff will include these contracts and resolutions when budgeting for future fiscal years.

## **BACKGROUND/ANALYSIS**

VRSD staff is comprised of three groups of employees – 19 employees within classifications represented by Service Employees International Union, Local 721 (SEIU); 11 employees within classifications represented by International Union of Operating Engineers, Local 501, AFL-CIO (IUOE); and 27 employees in unrepresented or non-represented classifications.

As of December 31, 2021, VRSD contracts with SEIU and IUOE expired according to their own terms. At SEIU's request, VRSD approved a contract extension which made June 30, 2022 the new SEIU contract expiration date.

Under the direction from the VRSD Board of Directors, the VRSD Labor Negotiating Team, which was composed of outside labor and employment counsel Liebert Cassidy Whitmore and VRSD management staff, began negotiating new long term contracts with each of the union groups. The goal of these negotiations was to link labor costs to established revenue streams which were included in the long term financial projections and consistent with the Board approved Strategic Plan.

On June 9, 2022, following a series of negotiation meetings and exchanges between the VRSD and IUOE Labor Negotiating Teams, the District received the offer before you today. The VRSD negotiating team thought this offer was beneficial to the District and is, therefore, recommending approval. This offer has been ratified by the IUOE membership.

The VRSD negotiating team is currently in the process of coordinating a meeting with SEIU to resume negotiations.

The third group of employees is technically unrepresented, as they have not formally organized through a union or employee organization. It is composed of clerical, technical, supervisory, and management personnel in the Solid Waste, Water/Wastewater and Central Administration functions.

It has long been the VRSD Board's philosophy and historical practice, which has been recently affirmed in a previous Board meeting, to treat all three employee groups in a similar fashion with regard to compensation adjustments.

## **PROPOSAL**

The proposed labor and employment contracts and resolutions include the following changes:

- A. A sixty-six (66) month term for the VRSD/IUOE Memorandum of Understanding (MOU) to expire on June 30, 2027, which provides for a three percent (3%) base salary increase effective January 2, 2022 and annual base salary increases effective the first full pay period in July of each year thereafter. The annual base salary increases effective July 2023 and each year thereafter will be based the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less

one-half (1/2) of a percent. The minimum and maximum increase per year will be between 0% and 4.5%, respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

- B. All non-represented employees shall receive a three percent (3%) base salary increase effective January 2, 2022 and annual base salary increases effective the first full pay period in July of each year thereafter. The annual base salary increases effective July 2023 and each year thereafter will be based the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less one-half (1/2) of a percent. The minimum and maximum increase per year will be between 0% and 4.5%, respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

Action by the VRSD Board on this item is consistent with the following VRSD 2022 Strategic Plan Initiative:

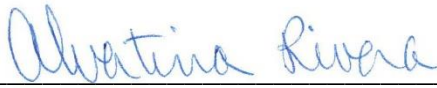
District Wide Initiative No. 1:

Pursue five-year agreements with all District employees. Present the contracts and/or resolutions to the Board for approval as soon as practicable.

This letter and the associated contracts and resolutions have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4646 or via email at [tinarivera@vrzd.com](mailto:tinarivera@vrzd.com).

ALVERTINA RIVERA, DIRECTOR OF FINANCE

APPROVED FOR FISCAL IMPACT:   
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:   
Chris Theisen, General Manager

- Attachments:
1. Proposed VRSD Contract No. 22-015
  2. Proposed VRSD Resolution No. 22-08
  3. Proposed VRSD Resolution No. 22-09
  4. Proposed Contract Amendment No. 5 to VRSD Contract No.16-012

**VRSD CONTRACT NO. 22-015**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO  
FOR THE PERIOD OF  
January 1, 2022 – June 30, 2027

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## **ARTICLE 1 - PREAMBLE**

This Memorandum of Understanding (MOU) between the General Manager of the Ventura Regional Sanitation District, hereinafter referred to as "District," and the International Union of Operating Engineers, Local 501, AFL-CIO, hereinafter referred to as "Union" sets forth the agreements reached concerning wages, hours, and other terms and conditions of employment for January 1, 2022 through June 30, 2027.

## **ARTICLE 2 - TERM**

The term of this agreement shall be from January 1, 2022 – June 30, 2027.

## **ARTICLE 3 - RECOGNITION**

- A. In accordance with provisions of the Meyers-Milias-Brown Act and provisions of Employer-Employee Labor Relations Resolution No. 72-9, (hereinafter referred to as Resolution No. 72-9) the District recognized the International Union of Operating Engineers, Local 501, AFL-CIO on July 15, 1982 as the exclusive representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment to the extent required by law for all employees (excluding extra-help and limited term) in those certain specified classifications (funded and unfunded) listed below.
- B. All other classes not specifically listed are excluded from representation by Local 501 of the International Union of Operating Engineers.
- Instrumentation Technician
  - Water/Wastewater Electrical/Mechanical Worker
  - Water/Wastewater Helper
  - Senior Instrumentation Technician
  - Water/Wastewater Mechanic
  - Water/Wastewater Treatment Operator-In-Training
  - Water/Wastewater Treatment Operator I
  - Water/Wastewater Treatment Operator II
  - Senior Water/Wastewater Worker
  - Water/Wastewater Treatment Operator III
  - Water/Wastewater Treatment Operator IV
  - Water/Wastewater Treatment Operator V
  - Water/Wastewater Worker

## **ARTICLE 4 - WAGES**

- A. All members of the bargaining unit shall receive a three percent (3%) base salary increase effective January 2, 2022 and annual base salary increases effective the first full pay period in July of each year thereafter. The annual base salary increases effective July 2023 and each year thereafter will be based the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less one-half (1/2) of a percent. The minimum and

maximum increase per year will be between zero percent (0%) and four and one-half percent (4.5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

- B. Pay day for all employees in this unit shall be every other Friday.
- C. The hourly and monthly minimum and maximum pay ranges including recognition of certifications and skill based pay are listed for each classification in Appendix A.

**ARTICLE 5 - GROUP INSURANCE**

The District shall continue to provide cost-effective group medical, dental, and life insurance plans.

A. Health Insurance Employee Only

Health insurance shall be provided through the CalPERS Health Insurance Program. The District contribution for employees and annuitants to the medical premium will be the CalPERS statutory minimum.

B. Insurance Options/Cafeteria Plan

- 1. The District shall contribute the following per active employee, per month, toward the cafeteria plan program.

Employee Only:	\$1,000.00
Employee + 1:	\$1,099.00
Employee + 2:	\$1,192.00

- 2. Cafeteria plan dollars can be used to purchase the unpaid portion of insurance coverages. This includes the following benefits – individual and optional dependent coverage for group medical, dental and group vision insurance, if available. If an employee opts out of insurance coverage benefits or chooses coverages which are less than the District cafeteria plan contribution dollars provided above, the maximum amount of cash that any employee can receive through the cafeteria plan per month is five hundred twenty-eight dollars (\$528.00). In addition, to receive opt-out cash, the employee must prove that he/she has the minimum essential coverage ("MEC") as defined by the Affordable Care Act through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- 3. Employees who elect insurance coverages with premiums in excess of cafeteria plan dollars shall have the excess deducted from their paycheck on a pre-tax basis.
- 4. The parties agree that during the term of this MOU, either party can reopen negotiations related to impacts of the Affordable Care Act on any of the benefits provided in this Article.



C. Life Insurance

The District shall continue to pay the full employee-only group basic life (\$10,000) insurance premiums during the term of this MOU.

D. Employee Assistance Program (EAP)

The District shall maintain an Employee Assistance Program. The nature of the program and the manner of implementation, including but not limited to, selection of carrier(s), provider(s), coverage, eligibility and cost shall be determined by the District.

E. Other

1. Notwithstanding the above, an employee may purchase dental and vision care coverage through a District designated dental and/or vision care carrier at his/her own expense, and so long as the carrier permits District employees to purchase such insurance.

2. Notwithstanding the above, an employee may purchase Long-Term Disability Income Protection coverage through a District designated insurance carrier at his/her own expense, and so long as the carrier permits District employees to purchase such insurance.

F. If the District pursues quotations from alternative health plans and wishes to make changes to existing benefit plans, the District agrees to meet with Union prior to implementation of any changes to any benefit plans.

**ARTICLE 6 - SOCIAL SECURITY**

The cost of Social Security and Medicare per IRS requirements shall be deducted from each employee's salary. The District shall pay its equal share.

**ARTICLE 7 - WORKING OUT OF CLASS**

Any employee working in a higher job classification, for more than a day shall receive pay at the entry of the job classification in which he/she is serving in an acting capacity, or five percent (5%) percent over his/her current rate of pay, whichever is greater, retroactive to the first day of the acting assignment.

**ARTICLE 8 - RETIREMENT**

A. The District shall continue to pay the employer's contribution to the Ventura County Retirement Association for each employee.

B. Employees (not defined as "new members" per the Public Employees' Pension Reform Act of 2013.) will pay (pre-tax) the employee contribution (4.11% for the first \$161 earned biweekly and 6.17% for the remainder of compensation earned effective July 1, 2020) to the Ventura County Employees Retirement Association (VCERA). Such

employees will pay the employee contribution (whatever it is set at by VCERA) during the term of this MOU. The employer contribution shall be treated as an employer contribution (made pursuant to section 414(h)(2) of the Internal Revenue Code of the United States) in determining the tax treatment of the contribution.

- C. Notwithstanding the above, the District reserves the right to enter into any other County of Ventura sanctioned retirement program. If the District decides to enter into such program, the District shall consult with the Union regarding implementation of the program.
- D. On February 13, 2004, the parties agreed to establish a supplemental employee retirement plan through the Public Agency Retirement System (PARS) with a benefit equal to the difference between the California Public Employee's Retirement System "2%@ 55" formula and the Ventura County Employees Retirement Association Tier I or Tier II benefit formula. This benefit commenced with the January 15, 2004 payday for all classifications represented by the Union and for each incumbent in said classifications with the cost of the benefit borne by the District. The specific benefits shall be as provided in the contract between the District and PARS.
- E. All current employees hired prior to July 1, 2011 (who are not "new members" per the Public Employees' Pension Reform Act of 2013) will be required to contribute one percent (1%) of their base salary to pay (pre-tax) for a portion of the PARS supplemental retirement plan. Employees hired after July 1, 2011 (including, but not limited to, those employees who are not "new members" per the Public Employees' Pension Reform Act of 2013), are not eligible for the PARS supplemental retirement plan and will thus, not need to make any contribution from salary to the plan.
- F. Annually there shall be a two percent (2%) cost of living adjustment (COLA) on the Ventura County Employees Retirement Association (VCERA) Tier II benefit for all classifications represented by Union. This benefit will be administered through the Public Agency Retirement System (PARS). The specific benefits shall be as provided in the contract between the District and PARS. This benefit is not available to employees hired after July 1, 2011 and/or defined as "new members" per the Public Employees' Pension Reform Act of 2013.
- G. "New Members" As Defined By the Public Employees' Pension Reform Act of 2013

New members will be hired per the 2% @ 62 formula and be required to pay their member contribution as determined by the law (the one half the total normal cost rate).

## **ARTICLE 9 - OVERTIME**

- A. "Overtime" means time duly assigned and worked in excess of the regularly scheduled forty (40) hours in the assigned seven (7) day work week consistent with the provisions of the Fair Labor Standards Act (FLSA). All time charged to comprehensive annual leave, bereavement leave, jury duty, or paid holidays shall count as time worked when computing the forty (40) hours. All other forms of paid leave, standby duty, and a call back shall not count as time worked when computing the forty (40) hours.

- B. An employee shall receive a cash payment at one and one-half times the employee's regular base hourly rate in each classification for authorized overtime worked during a pay period. All overtime worked will be paid as overtime pay, not as compensatory time off. No overtime credit shall be given or allowed for any period of less than twelve (12) minutes worked in the work week. Fractions of overtime may not be accumulated to total the first twelve (12) minutes of overtime in a work week. Credit may be given or allowed only for increments of 12 minutes.

#### **ARTICLE 10 - SHIFT PAY**

Persons required to work a full shift between 3:00 p.m. and 8:00 a.m. shall be paid an additional two dollars (\$2.00) per hour.

#### **ARTICLE 11 - STANDBY TIME**

- A. Part of the duties of each employee may include being available for call-out. The period during which an employee is assigned to be available for such call-out is designated as Standby Time.
- B. An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out. The parties agree that employees on Standby Time, as defined above, are “waiting to be engaged.”
- C. The District has the exclusive right to determine the need for standby and time of standby.
- D. Unless otherwise designated by the District, the standby time will be as follows: Monday thru Thursday (excluding holidays) 4:30 p.m. to 7:00 a.m. Weekend is Friday 3:30 p.m. to Monday 7:00 a.m. Holiday is 3:30 p.m. the day before the holiday to 7:00 a.m. of the day after the holiday.
- E. When an employee is assigned to Standby Time, such employee shall be compensated for actual time at a rate of: Monday – Thursday - \$45.00 per day; Weekend - \$120.00 per weekend; and Holiday - \$80.00 per holiday; and for time worked as the result of a call back to duty at time and one-half.
- F. When an employee who is on Standby Time is called back to work, the employee shall be paid for time worked but in no event shall the employee be paid for less than three (3) hours at time and one-half.

#### **ARTICLE 12 - EMERGENCY CALL-OUT**

- A. Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and

departure from the employee's work site, is ordered back to duty to perform necessary work.

- B. An employee who is called out shall be paid for time worked but in no event shall the employee be paid for less than three (3) hours at time and one-half. All hours worked as part of a call-out shall be paid at time and one-half the employee's regular rate. Time worked shall be measured portal to portal. "Portal to portal" is defined as the time from when an employee leaves his/her current location (from when he/she is called) and travels to the District location he/she is required to return to, as well as from the District location to the employee's home or other location, whichever is closer.
- C. On a regularly scheduled workday, if an employee is required to report for work up to two (2) hours earlier than his or her normal shift starting time this shall be considered an early shift start and not a call back. An employees assigned to an early shift start has the option to work to the end of his or her normal shift. Or if the employee so chooses and the supervisor agrees, the employee may reduce his or her normal shift by the length of the early shift start.
- D. A call out that occurs within the same three (3) hours of a previous call-out will not generate a new minimum payment.
- E. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this Article.

#### **ARTICLE 13 - WORK SCHEDULE**

- A. Work schedules are defined as an employee's regularly assigned hours of the day, days of the week, and/or his/her shift rotation schedule. For employees assigned to the 9/80 work schedule, their FLSA workweek of one hundred and sixty-eight (168) consecutive hours will begin exactly four (4) hours after the start time on the day of the week which constitutes each employee's alternating regular day off.
- B. Work schedules showing employees' shifts, workdays, and hours will be posted on appropriate bulletin boards in all District water/wastewater work areas.
- C. An employee shall be notified of any changes in his/her work schedule at least forty-eight (48) hours in advance. Said change shall not be made solely for disciplinary purposes. Failure to meet this advance notice shall result in payment equivalent to four (4) hours at the straight time rate in addition to any pay received for hours worked.
- D. It is recognized that it has been and will continue to be the practice of the District to allow employees a reasonable amount of time, as determined by the unit manager, for employees to change clothes or cleanup at the start and/or end of a work day. Such time does not constitute hours worked under the provisions of FLSA. For purposes of this paragraph, any such time used by the employees outside the normally assigned work day shall not constitute hours worked under the provisions of the FLSA, except the usual amount of cleanup time shall be counted as hours worked whenever an employee is not afforded such cleanup time before the end of the normally assigned work day.

## **ARTICLE 14 - LAYOFF/REINSTATEMENT**

It is understood and mutually agreed that the District retains the sole and exclusive right to determine the merits, necessity, and level of any activity or service. When exercise of the District's rights results in a reduction in force, the following procedures shall be observed:

### **A. Layoff/Bumping**

In-so-far as reasonably possible, a reduction in force shall be accomplished by attrition within each position classification affected. When attrition will not produce the necessary reduction in force, the following procedures shall be followed:

1. Temporary employees shall be laid-off.
2. Extra-help employees shall be laid-off.
3. For regular employees, the order of layoff within each classification shall be determined after considering factors such as: individual employee performance, seniority (measured as continuous District service), including prior member agency service in the case of employees transferred enmasse from member agencies, disciplinary actions, knowledge, experience and ability.
4. A regular employee who is subject to layoff pursuant to the procedures outlined in 3 above, may displace another wastewater employee in a lower classification previously held by him/her if the employee has greater seniority than the displaced employee and if the employee's abilities (as outlined in the criteria listed in 3 above) are equal to or greater than the displaced employee and so on.

### **B. Recall/Reinstatement**

1. As vacancies occur in each wastewater job classification, each employee displaced or laid-off in that classification shall for a period of one (1) year from the date originally displaced or laid-off be offered, in the reverse order displaced or laid-off, a one-time opportunity to return to work in his/her former classification. If a reinstatement offer is refused, the District is not obligated to make a second offer to that individual.
2. Notwithstanding the above limit, a displaced employee shall be eligible for reinstatement to fill a vacancy in his/her displaced classification for a second year from the date of displacement, provided the employee is qualified and competent.
3. Each employee who is reinstated to his/her former position shall regain the actual salary in dollars and cents per hour earned when the position was last occupied. If this reinstatement salary is not on a step of the assigned salary range, the salary shall be increased to the next higher value which is on a step of the assigned salary range.
4. In no case shall the preceding adjustment to the reinstatement salary make it lower than the first step nor higher than the fifth step of the assigned salary range.

5. Each laid-off employee who is reinstated within one (1) year shall have his/her salary anniversary date reestablished as if the time off the job were an authorized leave of absence without pay. The same procedure shall be used to reestablish the employee's continuous service date. No probation period shall be required for laid-off employees who are reinstated.
6. Each displaced employee who is reinstated within one (1) year shall have his/her salary anniversary date reestablished as if the time out of the position were an authorized leave of absence without pay. No rotation period shall be served and there shall be no adjustment to the continuous service date. No probation period shall be served and there shall be no adjustment to the continuous service date.
7. Each displaced employee who is reinstated after one (1) year but before the end of the second year shall serve a six (6) month probationary period and be subject to all the associated rules and procedures, such as, but not limited to: salary, salary anniversary date, performance evaluation, etc. There shall be no adjustment to the employee's continuous service date.

#### **ARTICLE 15 - REST PERIODS**

- A. When work can be interrupted without adversely affecting job duties and operational activities, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each full four (4) hours work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as accumulation of time if not taken.
- B. Employees are not permitted to combine their rest periods. Employees who take breaks must take one in the first (1st) four hours of their shift and the second (2nd) in the last five (5) hours of their shift.
- C. An employee's lunch break must begin prior to the end of the fifth (5th) hour of work.

#### **ARTICLE 16 - COMPREHENSIVE ANNUAL LEAVE (CAL)**

A. Purpose

To provide an annual leave program that combines the time-off accruals for vacation and sick leave into one account.

B. Eligibility

Full time regular and probationary employees accrue comprehensive annual leave credits from the first (1st) day of work.

C. Accrual Rate

1. Full time regular and probationary employees earn comprehensive annual leave in accordance with the following schedule:

<u>Accruals per*</u> <u>Years of Service</u>	<u>Accruals per*</u> <u>Pay Period</u>	<u>Comprehensive Annual</u> <u>Leave In Days</u>
Less than 5	6.44 hours	20.93 days
5 but less than 11	7.97 hours	25.90 days
11	8.28 hours	26.91 days
12	8.58 hours	27.89 days
13	8.89 hours	28.89 days
14	9.20 hours	29.90 days
15 or more	9.51 hours	30.91 days

\*Based on twenty-six (26) pay periods per year.

2. Annual leave is earned on a pro rata basis for each pay period the employee works. If an employee is absent from work for more than one-half of the pay period, due to an absence without pay, the employee's accrual rate for that pay period shall be reduced on a pro rata basis.
3. Regular part-time employees shall receive regular full-time annual leave benefits in the proportion that actual time worked bears to 80 hours per biweekly period.

D. Maximum Accrual

Comprehensive Annual Leave may not be accumulated beyond the limits expressed below.

<u>Years of Service</u>	<u>Maximum Earnable</u> <u>Comprehensive Annual Leave</u>
Less than 5	360 hours
5 but less than 10	440 hours
10 or more	490 hours

E. Use

1. Normally, employees are expected to schedule comprehensive annual leave time off in advance with the supervisor. If an employee wishes to schedule leave and use three (3) or more days of CAL, unless shorter notice is authorized by the supervisor, the employee must provide at least two (2) weeks' notice.
2. In an urgent or emergency situation, an employee may request comprehensive annual leave time off on an unscheduled basis by calling the supervisor as soon as possible, but at least thirty (30) minutes prior to the scheduled start time.
3. Excessive unscheduled time off may result in discipline.

4. Employees absent for three (3) consecutive days on account of sickness, injury or quarantine or for non-emergency medical or dental care, or because of death or critical illness of a child, parent, spouse, registered domestic partner, grandchild, grandparent, sibling or parent in law shall be paid only upon furnishing the District with satisfactory proof that the absence was due to such causes. Notwithstanding the above, the District reserves the right to require substantiation (including, but not limited to, a doctor's certificate or a sworn affidavit), where abuse is suspected.

F. Minimum Charge

The minimum charge to comprehensive annual leave credits is thirty (30) minutes.

G. Holidays

If a holiday falls within a time period when the employee is using comprehensive annual leave credits, the holiday will not be charged to comprehensive annual leave.

H. Leave of Absence Without Pay

1. An employee who is on a Leave of Absence Without Pay will not accrue comprehensive annual leave credits.
2. At the District's discretion, all comprehensive annual leave may be required to be exhausted before an employee may be placed on a Leave of Absence Without Pay.

I. Termination Pay-Off

All accrued comprehensive annual leave credits will be paid at the employee's regular base rate of pay (excluding certification pay) at the time of termination, death, or retirement.

J. Redemption

1. The District believes vacations (through use of CAL) are for the mutual benefit of employees and employers. The employee who returns to work after a period of rest and relaxation and who has had some free time with family and to tend to personal affairs is more valuable to the District.
2. Additionally, the District recognizes that employees may occasionally desire to receive cash in lieu of accrued leave in addition to respites away from the workplace. A vacation is also one of economic attractions which the District offers current employees as well as potential employees. It is the intent of the District to provide adequate CAL and to encourage employees to utilize those benefits to the fullest extent.
3. This program sets forth a "cash out" provision that allows employees the flexibility to "cash out" a portion of accrued but unused comprehensive annual



leave hours. Employees may request to receive pay, in lieu of any accrued but unused comprehensive annual leave hours, if the following criteria have been met: an employee must have used eighty (80) hours of comprehensive annual leave during the previous twelve (12) months (these hours do not need to be consecutive) and payment in lieu of accrued, but unused comprehensive annual leave, cannot be made more than twice per calendar year. Payment will be at the base wage rate in effect at the time of the request including certification pay, if eligible, less applicable taxes.

4. Union agrees the District has the right to set up reasonable procedures and rules to cover administrative details.

K. Catastrophic CAL Donation Program

Employees may voluntarily donate CAL leave to another employee who has suffered a catastrophic injury or illness and who has exhausted his/her accumulated paid leave pursuant to the CAL Donation Program.

**ARTICLE 17 - HOLIDAYS**

A. Assigned Holidays

1. Paid assigned holidays are: New Year's Day (January 1); Presidents' Day; Memorial Day; Independence Day (July 4); Labor Day; Veteran's Day; Thanksgiving Day (fourth Thursday in November); Christmas Day (December 25) and every day appointed by the Governor of the State for a public thanksgiving or holiday shall be paid assigned holidays. If an employee is required to work on a holiday, the employee shall receive time and one half for the hours worked on the holiday in addition to being paid for his/her regular hours for that day.
2. When a paid holiday falls on an employee's scheduled day off, the scheduled workday for that employee which is closest to the holiday shall be deemed to be the holiday in lieu of the day observed by the rest of the District. This provision shall not be applied solely for the purpose of avoiding the payment of overtime.
3. If a conflict exists between a scheduled vacation and the above reassignment of holiday hours, the use of the reassigned holiday hours will supersede any employee's requested vacation.

B. Floating Holidays

District offices and facilities may remain open on: Martin Luther King, Jr. Day (third Monday in January); the day following Thanksgiving; Lincoln's Birthday; December 24; and December 31. Employees shall receive a day off in lieu of Martin Luther King, Jr. Day, a day off in lieu of the day following Thanksgiving, a day off in lieu of Lincoln's Birthday, a day off in lieu of December 24 and two (2) hours off on December 31. The days provided for in this paragraph are deemed floating holidays and may be authorized

to be taken on the date of each holiday (if requested by the employee to be off), or added to the accrued Comprehensive Annual Leave bank of each employee.

C. Part-time Employees

Regular part-time employees shall receive such holiday time proportionate to the relationship that the employee's actual hours bear to eighty (80) hours. Employees so assigned shall be allowed, subject to advance supervisory approval, to take these holiday hours as time off with pay, provided, however, that the operation of a treatment plant or other facility shall not be impaired.

D. Limitations

To be entitled to pay for paid holidays, an employee must be entitled to pay for both the scheduled working days before and after such holiday.

**ARTICLE 18 - FAMILY CARE AND MEDICAL LEAVE**

- A. Family Care and Medical Leave shall be granted in accordance with the provisions of State law and Federal law. If you are eligible for employer provided benefits, have at least twelve (12) months of continuous service with a minimum of 1,250 hours worked during this period with the District, you have a right to an unpaid Family Care and Medical Leave of up to twelve (12) weeks during a twelve (12) month period.
- B. If the employee is entitled to such leave, the District shall pay the employer contribution, as required by State and Federal laws, for employee only medical, dental and basic life insurance coverage. The District will make available family coverage (for family members currently enrolled in District health plans) during the leave period. Upon cancellation of any insurance coverage, or twelve (12) weeks, whichever is sooner, the employee will be notified of their rights to continued coverage through COBRA.

**ARTICLE 19 - BEREAVEMENT LEAVE**

- A. Unit employees shall be entitled to an additional three (3) work days NOT charged against comprehensive annual leave, as bereavement leave in the event of the death of a member of the employee's immediate family.
- B. "Work Day" for purposes of granting bereavement leave shall be considered as the employee's regularly scheduled workday. Employees with a five (5) day per week/eight (8) hours per day schedule shall be entitled to up to three (3) days in an amount not to exceed twenty-four (24) hours. Employees with a 9/80 schedule shall be entitled to up to three (3) days in an amount not to exceed twenty-seven (27) hours. Employees with a four (4) day per week/ten (10) hours per day schedule shall be entitled to up to three (3) days in an amount not to exceed thirty (30) hours.
- C. "Immediate Family" means an employee's mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, spouse, grandparent, grandchild, and child by birth, marriage, foster or guardian relationship.

## **ARTICLE 20 - WITNESS/JURY DUTY LEAVE**

### **A. Witness Leave**

No deduction shall be made from the salary of an employee for an absence from work to appear as a percipient witness in court other than as a litigant if such appearance is determined by the District to be in the public interest or in the best interests of the District, or to appear as a witness on behalf of the people, the County or any other public entity or officer. All witness fees must be paid into the District Treasury and may not be waived except where the witness appears on behalf of the County, the people, or a public entity or officer.

### **B. Jury Duty Leave**

1. No deduction shall be made from the salary of any employee to serve on jury duty. The employee should remit the jury duty fee, if any to the District.
2. If jury duty falls on an assigned day off the District will not compensate the employee for that day.
3. When an employee assigned to jury duty is required to work after a daily jury duty assignment where such jury duty assignment was equal to or in excess of the employee's daily work schedule, the time actually in excess of the employee's normal work schedule that is worked by the employee shall be paid in cash as overtime.

## **ARTICLE 21 - INDUSTRIAL LEAVE**

A. Employees absent from work due to illness or injury arising out of and in the course of employment may receive full compensation for the first three (3) days of such absence, provided that formal application for such leave with pay is made.

B. Such application shall be approved if:

1. The accident or illness was not due to the employee's willful negligence, and
2. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from his/her duties during a rehabilitation period.

C. If hospitalization of the employee is required from the first day of the accident or illness, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to his/her full regular salary for the first week of disability if the above conditions are met.

D. If the request for paid industrial leave is denied, the employee may elect to use accrued comprehensive annual leave to receive full compensation for the initial three (3) days following the accident or illness.

- E. Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of his/her accumulated comprehensive annual leave which when added to his/her benefit, will result in payment to him/her of his/her full salary and benefits. In no instance shall payment to an employee absent for industrial injury leave exceed that which he/she would earn while working.
- F. If an employee requests in writing that the District contribution to group insurance programs be continued, the District shall pay the employer contribution for employee only coverage to group insurance programs for a period up to sixty (60) days.

## **ARTICLE 22 - MEALS**

- A. It is the intent of the District to provide a meal break approximately mid-way through each eight (8) hour or greater work shift for its regular full-time employees; operational needs do not always allow this to occur. On those occasions where an employee is required to work at least seven (7) consecutive hours without a meal break, or when a regular full-time employee reports to his/her regular work site and is subsequently reassigned to another work site on the same day without prior written notice or knowledge of the assignment, the District shall pay the employee for a meal at the same rate it reimburses members of the governing board for dinner without a receipt. The rate is twenty-three dollars (\$23.00), but it is intended this amount shall change any time the governing board amount is adjusted upward or downward in the future.
- B. If an employee is going to work through his/her meal, he/she must get approval from his/her supervisor, if possible.
- C. If an employee needs to leave a job site or work location to purchase or secure a meal, the time spent traveling is included in the time off (whether thirty (30) minutes, one (1) hour or some other amount of time) for the meal break.

## **ARTICLE 23 - SAFETY EQUIPMENT**

- A. Safety Shoes
  - 1. The District shall provide approved safety shoes for each employee required by the District to wear safety shoes up to a maximum expenditure of two hundred and fifty-five dollars (\$255.00) each fiscal year. The maximum expenditure may be used to purchase multiple pairs of safety shoes; however, all safety shoes must be purchased at the same time and with the same vendor, once per year.
  - 2. Union agrees the District has the right to set up reasonable procedures and rules needed to cover implementation details, such as: participation, selection, ordering, delivery, payment, replacement of defective or damaged goods, etc. Any payment the District makes to employees for safety shoes is not part of the regular rate of pay per the FLSA as these payments are for the reasonably approximate amount of money an employee would expend in purchasing safety shoes which the District requires the employee to wear.

B. Safety Glasses

The District shall pay the cost of American National Standards Institute (ANSI) approved safety glasses for each employee required by the District to wear approved safety glasses up to a maximum of two hundred dollars (\$200.00) each fiscal year. Union agrees the District has the right to set up reasonable procedures and rules needed to cover implementation details, such as: participation, selection, ordering, delivery, payment, replacement of defective or damaged goods, etc. Any payment the District makes to employees for approved safety glasses is not part of the regular rate of pay per the FLSA as these payments are for the reasonably approximate amount of money an employee would expend in purchasing prescription safety glasses which District requires the employee to wear.

C. Respirators

1. The District shall establish, operate and maintain a respirator protection program as required by the rules and regulations of the Occupational Safety and Health Administration (OSHA).
2. Unit job specifications will be updated to include the requirement that employees pass a respirator examination and be proficient in the use and maintenance of a respirator.
3. For the purpose of this article, respirator shall mean any of the following types of face mask respirators: self-contained (using a portable air tank), air-line (a hose attached to a hood or a mask attached to an outside air tank), or purifying (using a chemical cartridge or canister).
4. The District shall pay all expenses for any tests or examinations needed to show individual employees are physically fit to use respirators. Employees needing to use a respirator who cannot pass the tests or examinations necessary to wear a respirator, may be reassigned or subject to being placed on a leave of absence (for which annual leave can be used) while they address any medical condition preventing him from passing the necessary test or examination.

D. General

Each employee has the responsibility to use and make sure that the personal and safety equipment provided by the District is in good repair and functioning properly. All employees who fail to use such equipment in a proper manner will be disciplined in accordance with the District's Disciplinary Guide and Procedures.

E. Uniforms

Employees are required to wear the District provided uniform. Each employee in the unit will be given one set of uniforms (eleven (11) shirts, bottoms and coveralls) and he/she is responsible for the uniform. If lost or missing because of the actions of the employee (*i.e.*, while in the employee's possession, the uniform was lost or destroyed), the employee is required to pay for them.

## **ARTICLE 24 - DRUG FREE WORKPLACE**

- A. Involvement with drugs and alcohol can take its toll on job performance and employee safety. The District has no intention of intruding into the private lives of its employees. Rather, the District wants to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours, are inconsistent with this objective and can result in employee discipline.
- B. See the District's Alcohol and Drug Abuse Policy for the full text of the policy and employee responsibilities.

## **ARTICLE 25 - TRANSFER OF FUNCTION**

In the event any part of wastewater operations containing employees represented by the Union is transferred from the District to another entity, the District will make an effort to meet with the entity in an attempt to ensure the transferred employees' wages, hours, and other terms and conditions of employment are maintained. Prior to reaching an agreement on terms and conditions of employment for the transferred employees, Union will have the opportunity to present its concerns to both parties.

## **ARTICLE 26 - PERSONNEL AND SALARY ORDINANCE**

Upon notice from the District, the Union shall promptly commence meeting and conferring on proposed changes to the Personnel & Salary Ordinance.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. A "grievance" is a written allegation by an employee, submitted as herein specified, claiming the employee was adversely affected by a misapplication of the express terms of the Personnel & Salary Ordinance or this agreement.
  - 2. A "grievant" is an employee or group of employees.
  - 3. A "day" is a calendar day.
- B. Grievance Procedure Exclusions
  - 1. The grievance procedure is not to be used for the purpose of changing the content of the Personnel & Salary Ordinance or the content of a collective bargaining agreement.
  - 2. The grievance procedure is not to be used to challenge the content of employee evaluations or performance reviews.

3. The grievance procedure is not to be used in cases of oral reprimand, written reprimand, reduction in pay, demotion, suspensions, or dismissal.
4. The grievance procedure is not to be used to challenge examinations or appointment to positions.

C. Informal Resolution

1. An employee with a grievance must within ten (10) days from the initial date of the event giving rise to the grievance inform and discuss the grievance with the immediate Supervisor or his/her designee to, in good faith, endeavor to resolve the matter expeditiously and informally.
2. If such informal discussion does not resolve the grievance to the employee's satisfaction, the employee may file a formal grievance in accordance with the procedures as set forth herein.

D. Timelines

1. Grievances must be presented for resolution within the time frames set forth in this grievance procedure. If the employee fails to appeal from one level to the next level within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subjected to further appeal or reconsideration. If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.
2. Any level of review or any time limits may be waived or extended only by mutual written agreement between the grievant (or his/her authorized representative) and the District.

E. Contents of Grievance

1. In filing a formal grievance, the employee must set forth the following information:
  - (a) The specific section of the Personnel & Salary Ordinance or this agreement allegedly misapplied.
  - (b) The specific act or omission which gave rise to the alleged misapplication.
  - (c) The date or dates on which the misapplication occurred.
  - (d) What documents, witnesses or other evidence support the employee's assertion.
  - (e) The remedy requested.
  - (f) Signature of aggrieved employee and date.
2. An employee's failure to provide the required information shall result in the prompt return of the written formal grievance to the employee for completion. Any delay on the part of the employee to resubmit his grievance shall not extend

the time limits for submittal of a grievance, except by written approval of the Director of Operations.

F. Grievance Process

1. Grievances shall be processed in the following manner:

Level One:

If the matter is not resolved at the informal resolution stage, the employee may within ten (10) days after the informal resolution discussion, present his grievance in writing to his/her Division Manager. The Division Manager shall consider the grievance and answer the employee's grievance in writing within ten (10) days after receipt of the grievance.

Level Two:

If the matter is not resolved at Level One, the employee may, within ten (10) days after the written answer appeal his/her grievance to the Director of Operations. The Director of Operations, or designee, shall discuss the grievance with the employee, the employee's representative, if any, and with other appropriate persons. The Director of Operations will answer the grievance in writing within ten (10) days after receipt of the grievance.

Level Three:

If the Director of Operations response does not result in resolution of the grievance the following procedures will apply:

- (a) The employee may appeal the grievance to advisory arbitration by presenting it to the Human Resources Office within five (5) calendar days of the employee's receipt of the Director of Operations response to the grievance.
- (b) The District and the employee shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either the District or the employee may request the State Mediation and Conciliation Service to submit to them a list of seven arbitrators who have had experience in the public sector. They shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.
- (c) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties.
- (d) The arbitrator shall be bound by the following:
  - (1) The arbitrator shall neither add to, subtract from, nor modify the language of the applicable collective bargaining agreement or of District rules and regulations in considering any issue properly before them.
  - (2) The arbitrator shall expressly confine himself/herself to the precise issues raised by the grievance and submitted to them, and shall have no authority to consider any other issue not so submitted.



- (3) Any monetary award in favor of the grievant is limited to lost wages suffered measured from the date of the grievance forward. In no event shall the arbitrator award any other type of monetary award, including, but not limited to attorneys' fees.
- (4) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the General Manager.
- (5) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant (or his/her authorized representative). All other expenses shall be borne by the party incurring them.

Level Four:

The General Manager shall, within ten (10) days of receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

G. Right to Representation

The grievant may be represented by the Union or an attorney. If the representative is a fellow employee, the employee will receive time off from his work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting or arbitration, the employee shall inform the Human Resources Office whether he or she will be represented at the grievance meeting or arbitration and identify his representative.

H. No Reprisal

No employee shall be penalized or retaliated against in any way for availing himself/herself of the grievance process.

**ARTICLE 28 - PROCEDURE FOR TAKING DISCIPLINARY ACTION**

Disciplinary action shall be taken in compliance with the following procedures:

A. Notice of Intent

1. Whenever the District intends to suspend an employee for three (3) days or more, demote the employee, reduce the employee in pay, or dismiss the employee, the District shall give the employee a written notice of proposed discipline which sets forth the following:
  - (a) The disciplinary action intended;
  - (b) The specific charges upon which the action is based;
  - (c) A summary of the facts upon which the charges are based;
  - (d) A copy of all written materials, reports, or documents upon which the discipline is based;
  - (e) Notice of the employee's right to respond to the charges either orally or in writing to the District;

- (f) The date, time and person before whom the employee may respond within five (5) working days;
  - (g) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
2. Other types of discipline such as oral reprimands or written reprimands shall not be subject to the procedures set forth in this Section.

**B. Response by Employee**

The employee (or their authorized representative) shall have the right to respond to charges set forth in the written notice of proposed discipline orally or in writing. The employee shall have a right to be represented at any meeting set by the District to hear the employee's response. The employee's response will be considered before final action is taken.

**C. Final Notice**

1. After the employee (or their authorized representative) responds to the charges set forth in the written notice of proposed discipline, or the time to make such response expires, the District shall take one of the following actions: (1) dismiss the written notice of proposed discipline and take no disciplinary action against the employee, (2) modify the written notice of proposed discipline or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:
- (a) The disciplinary action taken;
  - (b) The effective date of the disciplinary action taken;
  - (c) Specific charges upon which the action is based;
  - (d) A summary of the facts upon which the charges are based;
  - (e) The written materials, reports and documents upon which the disciplinary action is based;
  - (f) The employee's right to appeal.

**D. Record of Un-grievable Disciplinary Actions**

After three (3) years from date of issuance and at the employee's written request, counseling memos and oral or written reprimands will be removed from the employee's Personnel File providing there has been no recurrence of similar conduct or other documented unacceptable conduct within the three (3) year period, there is no discipline currently pending and the employee is not on notice to improve.

**ARTICLE 29 - DISCIPLINARY HEARING**

The appeal procedure described herein shall apply to cases of disciplinary suspension, reductions in pay, demotions and dismissals affecting regular employees.

**A. Request for Hearing**

1. Within seven (7) working days, *i.e.*, days when the District Office is open for business, after the employee's receipt of the final notice of disciplinary action, the employee (or their authorized representative) may file a written Request for an Appeal with the Human Resources Office. If the employee fails to submit a written Request for Appeal within the required time period, the District's actions shall be final and shall take effect as prescribed in the final notice of disciplinary action. If the employee does file a Request for Appeal within the required time period, the Request must include the following information:
  - (a) An admission or denial of each charge set forth in the final notice of disciplinary action with an explanation of the reasons the charge is admitted or denied.
  - (b) A statement of any affirmative defenses the employee wishes to assert in response to the charges.
  - (c) A statement as to whether or not the employee agrees with the proposed penalty set forth in the final notice of disciplinary action with an explanation of the employee's position.
  - (d) The employee's current address.
  - (e) A request for a hearing.
2. Failure to provide any of the information set forth above may prevent processing of the appeal.

B. Selection of an Advisory Arbitrator

Upon receipt of the request for an appeal, the employee or their authorized representative and the employee's Department Head or his/her representative shall be notified by the Human Resources Office. The parties shall then have ten (10) days to select an advisory arbitrator. If they are unsuccessful, the Human Resources Office shall request a list of seven from the State Mediation and Conciliation Service. The parties shall select the advisory arbitrator by alternately striking names from the list until one name remains. The employee shall strike first.

C. Scheduling of Hearing

The appeal hearing shall be scheduled at least twenty (20) working days from the date of the filing of the Request for Appeal. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

D. Pre-Hearing Procedure

1. Subpoenas: The arbitrator is authorized to issue subpoenas at the request of either party prior to commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the arbitrator only for good cause.
2. Exhibits and Witness Lists: Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Office a list of all witnesses and a list and copy of all exhibits. Neither party will be permitted to call during the hearing any witness not identified pursuant to this section nor use any exhibit not provided to the other party pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

E. Record of Proceedings and Costs

1. Court Reporter: All disciplinary appeal hearings may, at the discretion of either party, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audio tape. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter, the cost will be split equally.
2. Employee Witness Compensation: Employees of the District who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The arbitrator may direct that such employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the District agrees to a different arrangement.

F. Conduct of the Hearing

1. The hearing need not be conducted in accordance with technical rules of evidence and witnesses but hearing shall be conducted in a manner most conducive to determination of the truth.
2. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

3. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
4. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
5. Irrelevant and unduly repetitious evidence may be excluded.
6. The arbitrator shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the arbitrator shall not be invalidated by any informality in the proceedings.
7. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon request of either party.

G. Burden of Proof

In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.

H. Presentation of the Case

The hearing shall proceed in the following order unless the arbitrator for special reasons, directs otherwise:

1. The party imposing discipline (District) shall be permitted to make an opening statement.
2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
3. The party imposing disciplinary action (District) shall produce their evidence.
4. The party appealing from such disciplinary action (employee) shall produce their evidence.
5. The party imposing discipline (District) followed by the appealing party (employee) may offer rebutting evidence.
6. Closing arguments shall be permitted at the discretion of the arbitrator. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The arbitrator may place a time limit on closing arguments. The arbitrator or either party may request the submission of written briefs. If written briefs are requested by either of the parties, the arbitrator will determine whether to allow the parties to submit written briefs and, if so, to determine the maximum number of pages for such briefs.

I. Written Findings and Recommended Decision

1. The arbitrator shall render his/her findings and recommended decision as soon after the conclusion of the hearing as possible, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties.
2. The arbitrator may recommend the sustaining or rejecting of any or all of the charges filed against the employee. The arbitrator may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the arbitrator recommends reinstatement of a terminated employee, the employee shall be only entitled to back pay as set forth in the decision. At a maximum, such back pay shall be pay during the period of absence minus the sum the employee has earned during the period of absence. If a dismissal is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

J. Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne by the District. All other expenses shall be borne by the party incurring them.

K. Recommendations to the General Manager

1. The arbitrator's recommended decision is advisory to the General Manager. The recommended decision shall be filed with the charged employee, the Department Head and the General Manager, and shall set forth all findings and conclusions.
2. Any party wishing to contest the arbitrator's recommended decision may request within ten (10) working days of the arbitrator's recommended decision, a transcript of the hearing for review by the General Manager. The party requesting the transcript shall pay the cost of the transcript. If both parties request a copy of the transcript, the cost shall be borne equally.

L. Final Action by General Manager

Within forty-five (45) days of the arbitrator's recommended decision, the General Manager shall ratify, modify or reverse the recommended decision. The decision of the General Manager shall be final. The General Manager's decision shall be transmitted to the employee and to the Department Head.

M. Judicial Review

1. Petition for Writ of Mandate: Judicial review of any decision of the General Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the Petition for Writ of Mandate is filed within the time limits specified in Section 1094.5.
2. 90 Days from Final Decision: Pursuant to Code of Civil Procedure Section 1094.6, any Petition for Writ of Mandate shall be filed not later than the ninetieth

(90th) day following the date on which the General Manager gives written notice of the final decision.

### **ARTICLE 30 - CORRESPONDENCE**

District shall make a reasonable effort to deliver disciplinary correspondence directly to the employee, except when such delivery would result in unreasonable or unnecessary delays.

### **ARTICLE 31 - EMPLOYEE DRIVING STANDARDS**

- A. The Union recognizes that Unit employees are required to drive vehicles in order to perform the full range and scope of their job duties. State law makes it illegal to operate a vehicle unless certain minimum insurance levels are in force for the individual who is driving. The District provides insurance coverage for its employees in order to satisfy the requirements of state law. Availability of such insurance is based upon minimum insurability standards imposed on the District by its insurance provider and the personal driving record of each employee to be covered.
- B. The minimum eligibility standards are as follows:
1. Employees must possess a valid California driver's license to legally operate the class of vehicle(s) they operate in their employment.
  2. Employees accumulating four violation points as valued and enumerated on the Department of Motor Vehicle Negligent Operator Count sheet within the last three (3) years shall be considered in a "warning status" and shall be required to attend a defensive driving class.
  3. Employees accumulating six (6) points as valued and enumerated on the Department of Motor Vehicle Negligent Operator Count sheet within the last three (3) years shall be excluded from the pooled layer of automobile liability coverage.
  4. The conviction date as determined by DMV shall be considered as the starting date for the three-year period discussed in items 2 and 3 above.
  5. The provisions of items 2 and 3 above shall apply regardless of whether the driving which resulted in acquiring the violation points was or was not in the course of employment.
- C. For all Unit employees hired on or after January 1, 1989, failure to maintain a driving record acceptable to the District's insurance provider shall result in immediate dismissal from District employment.
- D. All Unit employees hired before January 1, 1989 and failing to meet the requirements of item 1 of the above minimum eligibility standards shall be prohibited from driving any vehicle to conduct District work or any form of District business.

- E. For all Unit employees hired before January 1, 1989, the following procedure and rules shall apply:
1. It is agreed by both parties, that when a Unit employee's driving record fails to meet the minimum standards for insurability, the Unit employee shall be prohibited from driving any vehicle to conduct District work or any form of District business. It is further agreed that when this situation occurs, the District will review work assignments to see if the involved Unit employee can be given on-going work assignments within his/her job classification which will not require driving a vehicle to perform job duties.
  2. If reassignment is not reasonably possible, the Unit employee shall be placed on a non-paid work furlough status for the lesser of one (1) year or until the employee's driving record once again meets or exceeds the minimum standards for insurability. During the non-paid furlough period, all District payments toward employee benefits shall be suspended and the clock shall be stopped on all elapsed time related employee benefits provided by the District. Nothing contained herein shall be construed to limit the District's right to refill the position of any employee placed on furlough.
  3. It shall be the sole responsibility of the furloughed employee to keep the District advised of changes to his/her driving record and request return to regular work status. After verifying that a furloughed employee is insurable, he/she shall be returned to work in the first available position within the appropriate job classification. When the Unit employee returns to paid employment status it shall be with all the associated benefits. Where necessary, benefit qualifying dates shall be adjusted to take the non-paid furlough time into account.
  4. Should the employee not return to an insurable status within one (1) year from the date placed on furlough, the furloughed employee shall lose all rights to return to paid employment with the District.
- F. Should the driving privileges of any Unit employee, current or new hire, be revoked or suspended, the employee shall immediately notify the District in writing. Failure to provide notification may be grounds for disciplinary action.
- G. The District will establish a defensive driving program and offer it periodically as part of its on-going employee training program. Unit employees who the District's insurance provider may require to take a defensive driving class as a result of a change in their driving record, shall attend the next available defensive driving class after the District receives notice of the change in their driving record.



## ARTICLE 32 - CLASS B LICENSE

- A. All Unit employees occupying the classifications of Water/Wastewater Mechanic, Water/Wastewater Electrical Mechanical Worker, Senior Water/Wastewater Worker and those employees assigned to collection systems maintenance in the classification of Water/Wastewater Worker shall possess, or obtain as a condition of successfully completing probation or as a condition of reclassification, a Class B vehicle operator's license. At management's option, an employee may be exempted from the requirement to possess a Class B license. Such exemption shall be in writing and a copy of the exemption shall be placed in the employee's personnel file.
1. It is agreed by both parties, that when a Unit employee fails to maintain a Class B driver's license as required, the District will review work assignments to see if the involved Unit employee can be given on-going work assignments within his/her job classification which will not require driving a Class B vehicle on the public highway to perform job duties.
  2. If reassignment is not reasonably possible, the Unit employee shall be placed on a non-paid work furlough status for the lesser of one year or until the employee's Class B driver's license is reinstated. During the non-paid furlough period, all District payments toward employee benefits shall be suspended and the clock shall be stopped on all elapsed time related employee benefits provided by the District. Nothing contained herein shall be construed to limit the District's right to refill the position of any employee placed on furlough.
  3. It shall be the sole responsibility of the furloughed employee to keep the District advised of changes to his/her driver's license status. After verifying that a furloughed employee has the required license, he/she shall be returned to work in the first available position within the appropriate job classification. When the Unit employee returns to paid employment status it shall be with all the associated benefits. Where necessary, benefit qualifying dates shall be adjusted to take the non-paid furlough time into account.
  4. Should the Unit employee not have a valid Class B license reinstated within one year from the date placed on furlough, the furloughed employee shall lose all rights to return to paid employment with the District.
- B. Unit employees occupying all other classifications may voluntarily possess and maintain a Class B vehicle operator's license. Employees who voluntarily elect to obtain and maintain a Class B license shall maintain the license for the entire period of time that it is issued by the State, shall be available to operate District equipment when assigned and shall participate in the required DOT drug and alcohol testing program. Employees in the above classes who elect to not continue the Class B license at the time of renewal shall so notify the District at least ninety (90) days prior to the expiration of the license.
- C. The District will bear all expenses for any tests or examinations needed to obtain or maintain a Class B vehicle operator's license and will make a Class B vehicle available for Unit employees' use when taking the driving portion of the examination.

- D. Each Unit employee who is required to possess a Class B vehicle operator’s license may be exempt from the requirement if a medical condition prevents said employee from passing the examination associated with license renewal and a reasonable work accommodation can be made.
- E. Should the Class B vehicle operator’s license of any employee, whether the license is required or voluntary, be revoked or suspended, the employee shall immediately notify the District in writing. Failure to provide notification may be grounds for disciplinary action.
- F. Employees who do not possess a valid Class B license shall not operate nor be required to operate those vehicles requiring a Class B license.

**ARTICLE 33 - TEXTBOOK AND TUITION REIMBURSEMENT**

- A. In an effort to encourage employee development and improved standards of excellence in job performance, the District has established a textbook and tuition reimbursement policy. It is recognized the District has the right to set up reasonable procedures and rules needed to cover implementation details.
- B. Each Unit employee who participates in the textbook and tuition program will be eligible to receive reimbursement of one hundred percent (100%) of all eligible expenses to a maximum of eight hundred dollars (\$800) per year plus eighty percent (80%) of all remaining eligible costs per employee per year to a maximum total annual District reimbursement of five thousand two hundred and fifty dollars (\$5,250).

**ARTICLE 34 - SUGGESTION AWARDS**

In an effort to encourage employees to make suggestions which improve the efficiency and economy of District activities, the District has established a suggestion award program. If the District implements an employee's suggestion the following award schedule shall apply:

<u>Extent of Yearly Savings</u>	<u>Award</u>
up to \$4,000	\$ 50 + recognition certificate
\$4,000 - \$10,000	\$100 + recognition certificate
over \$10,000	\$200 + recognition certificate

**ARTICLE 35 - DUES DEDUCTION**

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

Upon hire, the District will provide the Union with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home addresses on file with the District within thirty (30) days of the date of hire or by the first pay period of the month following hire. The District will advise of any changes to union member information as reported by the employee to the District.

Within two (2) full pay periods following adoption of this MOU, and by January 1<sup>st</sup> of every year thereafter the Union shall provide the employer with an authorized deduction which includes bargaining unit members who have authorized the deduction of Union dues and other deductions and the deduction amounts.

Union shall provide written notification to the District of new dues authorizations and/or revocation promptly after receipt.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday.

#### Indemnification

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

### **ARTICLE 36 - PAYROLL DIRECT DEPOSIT**

An employee shall directly deposit his net salary to a bank of his choice via direct electronic paycheck deposit. The District shall manage the specific procedures for direct deposit.

### **ARTICLE 37 - UNION RIGHTS AND RESPONSIBILITIES**

#### A. Access to Work Location

Union paid staff representatives shall be afforded reasonable access to work locations during working hours, consistent with District operations and the provisions of the Employer-Employee Relations Resolution.

#### B. Shop Stewards

1. The Union and the District agree that Union may select four (4) employees as shop stewards for this unit. Such shop stewards shall be representative of the occupational classifications represented.
2. The role of the shop steward is to provide liaison between the Union and the District, to provide timely grievance representation at lower levels of the grievance procedures in an effort to resolve problems at the lowest possible level and to increase communication between the Union and the District, and to assist and/or represent employees in the grievance procedure or meeting with management regarding employee concerns.
3. Shop Stewards, when leaving their work location to transact authorized Union business, shall first request approval from their immediate supervisor and informing him/her of the location of their business. Shop Stewards may be delayed if their absence from work would impair operations. In such event, the shop steward shall be notified of the time at which he/she will be able to pursue Union business.

4. The Union agrees that a steward shall not accumulate compensatory time or overtime for any time spent performing any function as a shop steward.

C. Bulletin Boards

1. The District will make available for Union use a reasonable amount of space on existing bulletin boards agreeable to the parties at locations where employees covered by this MOU are employed. The boards shall be used only for the following subjects:
  - (a) Union recreational, social and related news bulletins;
  - (b) Scheduled Union meetings;
  - (c) Information concerning Union elections or the results thereof, except however such shall not include any campaigning material;
  - (d) Reports of official business of the Union including reports of committees or the Board of Directors; and
  - (e) Any other written material which first has been approved by the Wastewater Operations Superintendent or his/her designee(s).
2. Prior to posting, material described in sub-paragraph (e) above shall be initialed by an authorized representative of both the Union and the Superintendent. Bulletins requiring approval shall be acted upon within three (3) working days.

D. No Strike

The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted services; therefore, during the period covered by this Memorandum, the District shall not lock out employees, and the Union or its members shall not cause, sanction or engage in any job actions or picketing. This provision shall continue beyond the expiration of the term of this MOU as long as the parties are engaged in negotiations for a successor MOU.

E. Negotiating Team

The Union shall be entitled to three (3) unit members on its negotiating team.

F. Union Activity

Neither the District nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against an employee because of his or her exercise or refusal to exercise, the right, to join or participate in the activities of the Union.

**ARTICLE 38 - DISTRICT RIGHTS AND RESPONSIBILITIES**

Except as expressly and specifically abridged in this MOU, the District retains the sole and exclusive right, responsibility, and authority to determine its mission, purpose, objectives, and policies which shall include, but not necessarily be limited to, the following: determine merits, necessity, and level of any activity or service; determine the procedures and standards of

selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of organizational changes, or lack of work or lack of funding; maintain the efficiency of operations; determine the methods, means and the numbers and kinds of personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and the technology of performing its work. Subject to the employee's right to grieve the practical consequences of a management rights decision if such consequences are otherwise a proper subject of a grievance under the Grievance Procedure Article of this MOU, and the matter falls within the statutory scope of representation.

#### **ARTICLE 39 - EMPLOYEE RESPONSIBILITIES**

- A. Unit employees shall continue to strive effectively to fulfill the responsibilities of their positions; strive to maintain good safety records and job efficiency and effectiveness; make suggestions to appropriate supervisors regarding possible practices which may result in more efficient, effective, and/or safe operations; use all safety equipment provided; maintain to the extent required by their job all such safety equipment, and promptly report the need for repairs to equipment not functioning properly. The Union agrees to encourage employees with a job-related complaint or problem to proceed through the organizational chain. This will give the District an opportunity to resolve the issue and save time for the employee, the District, and the Union.
- B. The District recognizes that there may be times when the circumstances may require the Union, in its judgment, to bypass the organizational chain and immediately contact appropriate District personnel. The District reserves the right to require that the organizational chain be observed.

#### **ARTICLE 40 –WORKING GROUP**

Management & Labor agree to create a “work group” to address the concerns and issues that employees have associated with emergency call outs.

#### **ARTICLE 41 - MODIFICATION AND WAIVER**

- A. The waiver of any breach of a term or condition of this MOU shall not bar future enforcement of all its terms and conditions.
- B. In the event of a violation of any part of this MOU, failure to object to the violation shall not waive or bar future enforcement of all provisions.

**ARTICLE 42 - SAVINGS CLAUSE**

If any provisions of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of the MOU will continue in full force and effect, and the parties to the agreement will meet and confer as soon as practicable in an attempt to agree upon a substitute provision or provisions.

**ARTICLE 43 - SUPPORT OF AGREEMENT**

The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and confer process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and confer process except by mutual agreement of the District and the Union.

**ARTICLE 44 - EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, prior written agreements, and over State laws to the extent permitted by State law.

**ARTICLE 45 - COMPLETION OF MEET AND CONFER**

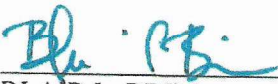
This agreement constitutes the entire agreement between the parties regarding all issues within the scope of representation.

This Memorandum of Understanding, to apply to employees who are unit employees on the date it becomes legally binding, is entered into this 16<sup>th</sup> day of June 2022 at Ventura, California.

**VENTURA REGIONAL  
SANITATION DISTRICT**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 501, AFL-CIO**

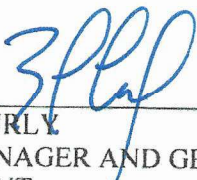
\_\_\_\_\_  
CHRIS THEISEN  
GENERAL MANAGER

  
\_\_\_\_\_  
BLAIR L. BRIM  
BUSINESS REPRESENTATIVE

\_\_\_\_\_  
JEFFREY C. FREEDMAN  
CHIEF NEGOTIATOR

  
\_\_\_\_\_  
THOMAS O'MAHAR  
PRESIDENT

\_\_\_\_\_  
ALVERTINA RIVERA  
DIRECTOR OF FINANCE

  
\_\_\_\_\_  
EDWARD J. CURLY  
BUSINESS MANAGER AND GENERAL  
VICE PRESIDENT

APPROVED AND ADOPTED BY THE BOARD OF  
DIRECTORS this \_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
LAURA HERNANDEZ, CHAIRPERSON  
BOARD OF DIRECTORS

ATTEST:

\_\_\_\_\_  
JULIET RODRIGUEZ  
CLERK OF THE BOARD

## APPENDIX A

### Approved Certifications\*

State of California Water Resources Control Board (SCWRCB)  
Wastewater Treatment Plant Operator I, II, III, IV, or V

California Water Environment Association (CWEA)  
Collection System Maintenance I, II, III, or IV  
Plant Maintenance/Electrical Instrumentation Technologist I, II, III, or IV  
Industrial Waste Inspector I, II, III, or IV  
Laboratory Analyst I, II, III, or IV  
Plant Maintenance/Mechanical Technologist I, II, III, IV

State of California Department of Health Services  
Water Treatment Operator I, II, III, IV, or V  
Water Distribution Operator I, II, III, IV, or V

Ventura County Environmental Health Department  
Backflow Prevention

Steel Painting and Coatings Council  
As determined by District.

\*Any other certifications considered appropriate and/or needed by the District's management may be approved on an individual basis.



## IUOE Represented Classification Pay Ranges

Increase 3%

Classification	Certificates	Current		Effective January 2, 2022	
		Hourly Min	Hourly Max	Hourly Min	Hourly Max
Instrumentation Technician		\$34.41	\$41.97	\$35.44	\$43.24
	1	\$35.10	\$42.83	\$36.15	\$44.11
	2	\$35.34	\$43.11	\$36.40	\$44.41
	3	\$35.52	\$43.34	\$36.58	\$44.63
	4	\$35.70	\$43.55	\$36.77	\$44.87
Water/Wastewater Electrical /Mechanical Worker		\$29.80	\$36.36	\$30.69	\$37.45
	1	\$30.45	\$36.94	\$31.36	\$38.27
	2	\$30.66	\$37.42	\$31.58	\$38.53
	3	\$30.86	\$37.65	\$31.79	\$38.79
	4	\$31.04	\$37.86	\$32.00	\$39.05
Water/Wastewater Helper		\$16.56	\$20.18	\$17.05	\$20.80
	1	\$17.32	\$20.96	\$17.84	\$21.77
	2	\$17.60	\$21.24	\$18.12	\$22.11
	3	\$17.82	\$21.45	\$18.35	\$22.39
	4	\$18.03	\$21.68	\$18.57	\$22.66
Water/Wastewater Mechanic		\$29.15	\$35.44	\$30.02	\$36.63
	1	\$29.91	\$36.20	\$30.80	\$37.58
	2	\$30.19	\$36.47	\$31.09	\$37.94
	3	\$30.41	\$36.70	\$31.32	\$38.22
	4	\$30.65	\$36.90	\$31.56	\$38.51
Senior Instrumentation Technician		\$36.27	\$44.15	\$37.35	\$45.57
	1	\$37.03	\$44.92	\$38.14	\$46.54
	2	\$37.29	\$45.19	\$38.40	\$46.86
	3	\$37.53	\$45.40	\$38.65	\$47.16
	4	\$37.74	\$45.62	\$38.87	\$47.43
Senior Water/Wastewater Worker		\$28.65	\$34.17	\$29.50	\$36.00
	1	\$29.43	\$34.93	\$30.31	\$36.98
	2	\$29.71	\$35.21	\$30.60	\$37.34
	3	\$29.92	\$35.43	\$30.81	\$37.59
	4	\$30.14	\$35.64	\$31.04	\$37.87

Water/Wastewater Treatment Operator- in-Training		\$25.69	\$31.33	\$26.46	\$32.29
	1	\$26.34	\$32.15	\$27.13	\$33.10
	2	\$26.59	\$32.45	\$27.38	\$33.41
	3	\$26.80	\$32.68	\$27.60	\$33.68
	4	\$26.99	\$32.92	\$27.80	\$33.92
Water/Wastewater Treatment Operator I		\$26.97	\$32.90	\$28.00	\$34.17
	1	\$27.68	\$33.75	\$28.51	\$34.79
	2	\$27.92	\$34.06	\$28.75	\$35.08
	3	\$28.14	\$34.33	\$28.95	\$35.32
	4	\$28.34	\$34.57	\$29.19	\$35.62
Water/Wastewater Treatment Operator II		\$29.90	\$36.48	\$30.57	\$37.30
	1	\$30.56	\$37.29	\$31.47	\$38.40
	2	\$30.80	\$37.57	\$31.72	\$38.70
	3	\$30.99	\$37.80	\$31.91	\$38.94
	4	\$31.17	\$38.03	\$32.10	\$39.17
Water/Wastewater Treatment Operator III		\$33.00	\$40.26	\$33.99	\$41.47
	1	\$33.66	\$41.07	\$34.66	\$42.29
	2	\$33.91	\$41.36	\$34.92	\$42.61
	3	\$34.08	\$41.59	\$35.10	\$42.83
	4	\$34.29	\$41.83	\$35.31	\$43.08
Water/Wastewater Treatment Operator IV		\$36.37	\$44.37	\$37.46	\$45.71
	1	\$37.06	\$45.21	\$38.17	\$46.57
	2	\$37.32	\$45.52	\$38.43	\$46.89
	3	\$37.51	\$45.76	\$38.63	\$47.14
	4	\$37.71	\$46.01	\$38.84	\$47.39
Water/Wastewater Treatment Operator V		\$37.31	\$45.51	\$38.42	\$46.88
	1	\$38.01	\$46.37	\$39.15	\$47.77
	2	\$38.25	\$46.67	\$39.39	\$48.06
	3	\$38.46	\$46.92	\$39.61	\$48.33
	4	\$38.66	\$47.15	\$39.81	\$48.58
Water/Wastewater Worker		\$23.87	\$28.97	\$24.58	\$29.99
	1	\$25.72	\$30.82	\$26.49	\$32.32
	2	\$26.01	\$31.32	\$26.80	\$32.70
	3	\$26.21	\$31.54	\$27.00	\$32.95
	4	\$26.43	\$31.77	\$27.22	\$33.21

**VENTURA REGIONAL SANITATION DISTRICT**

**BOARD OF DIRECTORS**

**VRSD RESOLUTION NO. 22-08**

**RESOLUTION OF THE VENTURA REGIONAL SANITATION DISTRICT  
BOARD OF DIRECTORS APPROVING AND ADOPTING VRSD CONTRACT  
NO. 22-015 MEMORANDUM OF UNDERSTANDING WITH  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO**

**WHEREAS**, pursuant to State law and the Ventura Regional Sanitation District (District) Employer – Employee Relations Resolution (No. 72-9), the District General Manager, and his designee and outside labor counsel, has met and conferred with the International Union of Operating Engineers, Local 501, AFL-CIO (IUOE), regarding salaries, fringe benefits, and other terms and conditions of employment; and

**WHEREAS**, an understanding was reached between the District and IUOE on June 9, 2022, regarding salaries, fringe benefits, and other terms and conditions of employment for District positions represented by IUOE for the period of January 1, 2022 through June 30, 2027; and

**WHEREAS**, the salaries, fringe benefits, and other terms and conditions of employment for positions represented by IUOE are established in accordance with its Memorandum of Understanding (MOU) with the District.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** that the Ventura Regional Sanitation District Board of Directors hereby directs the Board Chairperson to approve Contract No. 22-015 as follows:

1. Implement the provisions of this Contract beginning January 1, 2022 through June 30, 2027.
2. Implement a three percent (3%) base salary increase to all IUOE members, effective January 2, 2022 and annual base salary increases effective the first full pay period in July of each year thereafter. The annual base salary increases effective July 2023 and each year thereafter will be based the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less one-half (1/2) of a percent. The minimum and maximum increase per year will be between 0% and 4.5%, respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

VRSD Resolution No. 22-08  
June 16, 2022

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of June 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

VENTURA REGIONAL SANITATION DISTRICT

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LAURA HERNANDEZ, Chairperson  
Board of Directors

ATTEST:

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Juliet Rodriguez  
Clerk of the Board

**VENTURA REGIONAL SANITATION DISTRICT**

**BOARD OF DIRECTORS**

**VRSD RESOLUTION NO. 22-09**

**RESOLUTION OF THE VENTURA REGIONAL SANITATION DISTRICT  
BOARD OF DIRECTORS PROVIDING FOR BASE SALARY INCREASES TO NON-  
REPRESENTED EMPLOYEES FOR THE PERIOD OF JANUARY 2022 TO JULY  
2027**

**WHEREAS**, Personnel & Salary Ordinance No. VRSD-97 implements the personnel program for the Ventura Regional Sanitation District (District) and provides for establishment of a Classification and Pay Plan; and

**WHEREAS**, the Board of Directors established such a Plan for Fiscal Years 2021-22 and 2022-23 as part of its budget process; and

**WHEREAS**, the Board of Directors last approved a base salary increase for non-represented employees effective January 3, 2021; and

**WHEREAS**, the Board of Directors has historically and philosophically implemented a policy of parity for all District employees when it comes to compensation benefits; and

**WHEREAS**, the Board of Directors continues that policy of parity with regard to non-represented employees comprised of confidential management, clerical, administrative, technical and operational VRSD personnel.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** that the Ventura Regional Sanitation District Board of Directors hereby directs the District General Manager to:

1. Implement a three percent (3%) base salary increase to all Non-represented employees, effective January 2, 2022 and annual base salary increases effective the first full pay period in July of each year thereafter. The annual base salary increases effective July 2023 and each year thereafter will be based the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less one-half (1/2) of a percent. The minimum and maximum increase per year will be between 0% and 4.5%, respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

- a. Direct staff to implement the necessary, corresponding changes to District policies and/or programs for non-represented District employees.

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of June 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

VENTURA REGIONAL SANITATION DISTRICT

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LAURA HERNANDEZ, Chairperson  
Board of Directors

ATTEST:

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Juliet Rodriguez  
Clerk of the Board

# VENTURA REGIONAL SANITATION DISTRICT

## AMENDMENT NO. 5 TO CONTRACT NO. 16-012 EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This Amendment to Ventura Regional Sanitation District Contract No. 16-012 (“Employment Agreement”) entered as of June 16, 2022 by and between the Ventura Regional Sanitation District (“District,”) a special district authorized by Health & Safety Code §4700 et seq., and Chris Theisen, an individual (“Theisen” or “General Manager.”) Together, District and Theisen shall be referred to herein as Parties.

### RECITALS

**WHEREAS**, the District and Theisen entered into an Employment Agreement for General Manager on May 23, 2016, where the District offered and Theisen accepted employment as General Manager of the District with a starting annual base salary of \$200,000, payable in installments in like manner with other District management employees; and

**WHEREAS**, on September 21, 2017, following the District Board of Directors’ positive performance evaluation of the General Manager, the District Board of Directors voted to amend this Employment Agreement by increasing the annual base salary of the General Manager by 2.75%, which resulted in an annual base salary of \$205,500; and

**WHEREAS**, on June 16, 2018, the District Board of Directors, after a positive performance evaluation of the General Manager in closed session, voted in open session to amend this Employment Agreement by increasing the annual base salary of the General Manager by 3.25%, which resulted in an annual base salary of \$212,178.75; and

**WHEREAS**, on June 6, 2019, the District Board of Directors, after a positive performance evaluation of the General Manager conducted in closed sessions on May 16 and June 6, 2019, decided in open session to amend this Employment Agreement by increasing the annual base salary of the General Manager by 1.96%, which resulted in an annual base salary of \$216,351, in a unanimous vote; and

**WHEREAS**, on September 3, 2020, the District Board of Directors, gave a positive performance evaluation of the General Manager but decided in open session not to amend this Employment Agreement by increasing the annual base salary of the General Manager; and

**WHEREAS**, on March 4, 2021, the District Board of Directors agreed to increase the General Manager’s annual base salary by 3%, which is consistent with the increase that the Board of Directors gave to all other District employees on February 11, 2021, resulting in an annual base salary of \$222,842; and

**WHEREAS**, on May 5, 2022, the District Board of Directors, gave a positive performance evaluation of the General Manager; and

**WHEREAS**, on June 16, 2022, the District Board of Directors, agreed in open session to amend this Employment Agreement by increasing the annual base salary of the General Manager consistent with the increase that the Board of Directors granted to the International Union of Operating Engineers and Non-represented District employees on June 16, 2022; and

**WHEREAS**, Parties agree that these changes can be made operative through an amendment to the Employment Agreement as permitted in Section 9.D.

### **AMENDMENT TERMS AND CONDITIONS**

**NOW THEREFORE**, the Parties hereby agree, based on the foregoing recitals and the valuable consideration set forth here and in the Employment Agreement, that the Employment Agreement shall remain in full force and effect except that Section 4.A. regarding salary shall be replaced in its entirety with the following:

4.A. General Manager shall receive a three percent (3%) increase to his current base salary (i.e., \$222,842 + 3%), effective January 2, 2022, or an annual base salary of \$229,527 for the period January 2022 through June 30, 2023.

4.B. Beginning on the first full pay period of Fiscal Year 2023-24 and each year thereafter, the annual base salary shall be increased on the basis of the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less one-half (1/2) of a percent. The minimum and maximum increase per year will be between 0% and 4.5%, respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

**TO EVIDENCE THEIR AGREEMENT** to the foregoing Amendment, the Parties have executed this Agreement Amendment on the day and year first above written.


[Signatures on the next page]



VENTURA REGIONAL SANITATION  
DISTRICT

CHRIS THEISEN

By: \_\_\_\_\_  
Laura Hernandez, Chairperson  
Board of Directors

By:   
Chris Theisen  
General Manager

Approved as to form:

By: \_\_\_\_\_  
Robert N. Kwong, Legal Counsel  
Arnold LaRochelle Mathews VanConas & Zirbel, LLP

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