

SEIU Local 721
United Water
Conservation District
Memorandum of Understanding

July 1, 2007
through
June 30, 2019



MEMORANDUM OF UNDERSTANDING
Between the
UNITED WATER CONSERVATION DISTRICT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION
Local 721, CLC

July 1, 2007 through June 30, 2019

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1. **PARTIES AND DEFINITIONS**

- 1.1 This Memorandum of Understanding is between authorized representatives of United Water Conservation District and authorized representatives of District's General Employees bargaining unit.
- 1.2 Unless otherwise apparent from their usage, the following terms have the following meanings:
- a. "District" means the United Water Conservation District.
 - b. "Board" means the Board of Directors of the District.
 - c. "SEIU" means the Service Employees International Union Local 721, CLC.
 - d. "Union" means the membership of the bargaining unit.
 - e. "MOU" means the Memorandum of Understanding.
 - f. "District negotiators" means the authorized representatives of the District.
 - g. "PERS" means the Public Employee Retirement System.

2. **PURPOSE**

It is the purpose of the MOU to promote and provide for harmonious relations, cooperation and understanding between the District and the regular full-time employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and conditions of employment of employees covered herein. The parties jointly agree to submit this MOU to the Union and Board for adoption and implementation.

It is agreed that this MOU shall be binding on the District and SEIU upon acceptance by the Board and Union. Should either the Board or membership of the employees' Union fail to ratify this MOU, negotiations shall be reopened within ten (10) days. Upon implementation, the MOU shall supersede any conflicting rule or regulation of the District. All District policies specifically referred to herein, including policies reflecting wages, hours, and the terms and conditions of employment, shall remain in force and unaltered, except as they may be amended by agreement of the parties to this MOU or as required by any state or federal law.

3. **RECOGNITION AND COVERAGE**

The District recognizes SEIU as the sole and exclusive bargaining representative of the regular full-time District employees except for the following exclusions from the bargaining unit part-time, seasonal, and temporary employees; directors; officers; managers and confidential employees (i.e. management classification employees). Future positions created through reorganizations and growth that meet

the legal criteria for the foregoing exclusions shall also be excluded from the bargaining unit.

4. **TERM**

4.1 This Memorandum of Understanding is effective 12:01 a.m. on July 1, 2007 and expires 11:59 p.m. on June 30, 2019, except that all District policies specifically referred to herein shall remain in force and unaltered, except as they may be amended by agreement of the parties to this MOU or as required by any state or federal law.

4.2 District and Union will meet and confer again regarding amendments to wages, hours, and conditions of employment, on a date to be agreed upon later sometime between March 1 and March 15, 2019 unless both parties consent to meet earlier.

5. **COMPENSATION**

5.1 The District salary ranges are set per District job classifications as indicated in APPENDIX C to this Agreement.

5.2 New hires shall advance one step within a range upon satisfactorily completing the nine (9) months probationary period. All other step increases within a range shall be based on satisfactory or better performance according to the employee's annual performance evaluation and at the discretion of management. If denied a merit increase, an employee may invoke the appropriate grievance procedure.

5.3 Ranges will be adjusted annually as of July 1 for each year covered in this MOU according to the All Urban Consumers Price Index for Los Angeles-Riverside-Orange County, California for the February to February movement, except that adjustments to the ranges shall not exceed four percent (4%) each year nor be less than 2.50% each year.

5.4 The District will conduct a salary survey upon the completion of each three (3) years within the terms of this Agreement to determine if salary ranges are competitive with industry standards.

The District's goal is to maintain a high quality and competitively compensated work force. The District believes it achieves this goal via offering salary ranges that provide for maximum monthly salary levels that are equal to or approximately equal to the median maximum monthly salaries offered by selected agencies. Therefore, the District shall conduct a Salary Survey every three years from ratification of this MOU during the term of the MOU. UWCD will then meet and confer with SEIU regarding appropriate adjustments to be considered to salary ranges, as determined necessary by the District to meet its stated goal, for adoption by the Board of Directors. Each update and all future surveys will be based on the benchmark classifications listed below (job classifications linked to each

benchmark classification are listed below the benchmarked position):

Water Treatment Operator III

El Rio Facility assigned positions
Saticoy and Santa Felicia Dam Assigned positions
Recreation Department Rangers and Maintenance positions
Water System Electrician

Senior Account Technician

All Finance Department positions
Groundwater non-professionals/technicians
Office (Administrative) staff
Recreation Department Kiosk and other positions

Electrical/Instrumentation Technician

Supervising Instrument and Electrician Technician
Future SCADA assigned positions

Senior Engineer

Engineering professionals
Groundwater Professionals
Hydrologist
Fisheries Biologist
Environmental Specialist

Benchmark classifications are surveyed based on their assigned duties and/or responsibilities (not necessarily job titles). During the course of the term of this MOU job classifications may be added, eliminated or amended based on need or change in operations. As this occurs the District will determine and/or assign the appropriate benchmark job classification that will be assigned or impacted by the change(s) and provide SEIU with appropriate notification of the revision(s) and will meet and confer as required by statute.

Therefore, as of January of each survey year (2010, 2013, 2016 and 2019), the District will directly contact the following agencies to be used in the survey:

Calleguas Municipal Water District
Casitas Municipal Water District
Castaic Lake Water Agency
County of Ventura
City of Oxnard
City of Port Hueneme/Port Hueneme Water Agency
City of San Buenaventura
City of Thousand Oaks
Montecito Water District
Las Virgenes Municipal Water District

The Salary Survey will be considered complete after all of the above mentioned agencies have responded (to the UWCD or ACWA Survey) with the appropriate data needed to compare "maximum monthly salary" data for the benchmark positions. If the District is unable to collect the appropriate data from all of the listed agencies (due to reasons outside the District's control) SEIU and the District may utilize the data that can be collected and/or substitute another appropriate agency or benchmark position that is agreeable with both parties in order to provide a thorough and well represented survey as possible.

If a District benchmark classification's salary range includes a maximum monthly salary that is 95% or greater than the median maximum monthly salary, as calculated from the survey data, no salary range adjustment will be considered necessary to a benchmark job classification's salary range.

If a District benchmark classification's salary range includes a maximum monthly salary that is less than 95% of the median maximum monthly salary, calculated from the survey data, an adjustment to the benchmark classification salary range will be considered for implementation by the District (based on the salary survey results and the District's stated compensation goal) to achieve at a minimum approximately 100%, up to 110%, of the calculated median maximum monthly salary level for the benchmark job classification's salary range maximum monthly salary and any appropriate corresponding adjustment to the linked job classifications' salary ranges. The District will meet and confer with SEIU representatives at the conclusion of each survey.

The current job classifications and assigned salary ranges as of July 1, 2007 are attached as Appendix C.

6. **PREMIUM PAY**

6.1 The District recognizes that, though possession of certain skills and certifications may not be necessary for an employee's current position, it is beneficial to have these skills and certifications in reserve and to have qualified staff ready to move into other positions which might become vacant. Consequently, the District offers salary premiums for certain job classes upon acquisition and maintenance of these certifications. Valid certification or license documents must be presented before premium pay can be received.

6.2 Class "A" Driver's License: The District will pay a premium of two and one half percent (2 ½ %) of a staff member's regular base salary for possession of a valid California Class "A" driver's license. The premium will be paid out every pay period on the employee's regular paycheck. This premium is available only to Operations & Maintenance Department staff not otherwise in a Supervisor or Lead/Senior job class.

- 6.3 Water Treatment Certification: The District will pay a premium of two and one half percent (2 ½ %) of a staff member's regular base salary for possession of a valid California Department of Health Services (DHS) Water Treatment certification of Grade 2 or higher. The premium will be paid out every pay period on the employee's regular paycheck. This premium pay is not available for possession of a DHS Distribution certification of any grade, and it only is available to Operations & Maintenance Department staff *not* stationed at the El Rio site.

7. **EMPLOYEE PERSONNEL FILES**

As a minimum standard, the District shall comply with California law regarding the maintenance of and access to employee personnel records. Access to the employee personnel file (including simple copying) is restricted to the employee, appropriate managers, and their confidential aides or employees who must have access as part of their employment. All documents of any kind, whether formal or informal, reflecting any matters related to employee status or performance, whether positive or negative, shall be placed into the employee personnel file. Prior to placing any document into an employee's personnel file the employee shall be provided a copy of the document and the employee will sign/initial and date the original document to be placed in his/her personnel file signifying that they have been provided a copy of the document. This action does not indicate that the employee has read or agrees with the content of the document but only signifies that they have received a copy of the document. If an employee refuses to sign/initial the original document the employee must indicate in writing why they refused to signify receipt of the document and this document will also be placed in their personnel file attached to the original document. With the exception of confidential items such as reference letters and oral examination rating sheets, employees shall have the right to inspect the contents of their personnel file in the presence of the Executive Coordinator or designee by making a written request to the Executive Coordinator for an appointment to do so. Employees also may designate in writing their SEIU representative to inspect the file. The SEIU Representation Authorization Card satisfies the requirement for written authorization.

Employees may not alter, write or mark upon or remove the contents of their personnel files. Employees may insert additional documents into their personnel files. An employee may request in writing that documents relating to a specific disciplinary action be removed from the employee's file subject to the following conditions: (1) two years have lapsed since the disciplinary action occurred; (2) no additional disciplinary action against the affected employee has taken place during the two-year period prior to the request; (3) no disciplinary action against the employee is pending at the time of the request. Approval of the request is subject to the sole discretion of the District's General Manager.

8. **DUES CHECK OFF**

It is agreed that SEIU dues and other authorized deductions shall be deducted in accordance with the District's rules and provisions of applicable state laws, during each pay period by the District, from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of all monies shall be made to SEIU by District at the end of each month during which the dues were deducted. SEIU deduction authorization shall be made upon standard forms provided by the District.

9. **MAINTENANCE OF MEMBERSHIP**

It is agreed that all employees in the bargaining unit have the individual right of choice regarding membership in the union, subject to the terms and conditions set forth below:

- 9.1 Union dues-paying employees on the effective date of this MOU, and those who authorize dues deductions voluntarily thereafter, are required during the term of this MOU to maintain their membership and pay dues, except that they may cancel their membership on the first five work days of February each year and no longer pay dues.
- 9.2 Upon written request from a Union steward or representative to the Executive Coordinator, the District will provide a list of all new employees since the last request for such information to the requesting Union steward. Within five (5) business days of the request, the District shall allow the Union steward to meet with the new employee(s) one time for up to one-half hour during normal working hours. The Executive Coordinator shall coordinate the meeting with the new employee's supervisor to arrange a convenient time for the meeting.
- 9.3 Except for the five day period set forth in Section 9.1, if an employee covered by this Article revokes the authorization to deduct dues pursuant to Section 8 of this MOU and refuses to pay those dues directly to SEIU, the following procedure may be used:
 - a. SEIU shall serve written notice on District identifying the employee, stating the amount of unpaid dues, and describing the collection efforts SEIU has pursued.
 - b. Within ten days, District shall serve notice on the employee demanding that the employee, within ten days from receipt of the notice: (1) renew the payroll deduction authorization; or, (2) pay the dues directly to SEIU; or, (3) raise a bona fide contention of non-liability acceptable to SEIU.
 - c. District shall notify SEIU of the employee response to the notice specified in 9.3 (b) at the end of the ten-day waiting period.

- d. SEIU may request, in writing, that the employee be discharged if employee has not complied with any of the three alternative demands specified in 9.3 (b).
- e. Upon receipt of the request specified in 9.3 (d), District shall notify employee that unless compliance is effective within ten working days from receipt of the notice the employee shall be discharged.

9.4 SEIU shall indemnify, defend and save District harmless against any and all claims, demands, lawsuits, or any other form of liability which may arise out of any action taken or not taken by District pursuant to this Article.

10. **USE OF VEHICLES**

Mileage for use of a privately owned vehicle, for District purposes and approved by the appropriate supervisor, will be paid at the rate that is consistent with IRS reimbursement regulations.

11. **DISCIPLINARY MEASURES; DISCIPLINARY ACTIONS**

The District shall amend its personnel manual to state that the District retains the sole discretion to implement any and all disciplinary measures, including without limitation admonishment, reprimand, dismissal, suspension, or restitution, in any order and at any time as appropriate to address an employee's violation of one or more of the District's policies and procedures or this MOU.

The District agrees to amend its personnel manual to incorporate Appendix B of this MOU regarding disciplinary action and employee rights of appeal into its disciplinary policies.

12. **PRE-EMPLOYMENT PHYSICALS**

After receiving and accepting an offer of employment, but prior to commencing work, new employees shall undergo a pre-employment physical. The physical shall be performed at a medical facility and with a physician selected by the District, and the District shall pay all medical costs associated with the physical. The physician shall complete and return to the District the "County of Ventura Report of Medical Evaluation" set forth in Appendix A of this agreement.

Employment with the District is subject to successfully passing the physical by demonstrating that the employee is able to perform the essential duties and responsibilities of the position, either with or without reasonable accommodation. If required, appropriate accommodation(s) which do not pose a hardship to the District will be made in accordance with state and federal law.

The District shall maintain the privacy and confidentiality of all employee medical information in accordance with applicable state and federal laws.

13. **PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)**

13.1 Employee Paid Member Contributions (EPMC)

The District's agreement with CalPERS electing to pay 100% of the normal contribution (7% under the current 2% at 55 formula and 8% under the 2.5% at 55 formula that is effective by no later than February 15, 2008 as noted in section 13.2) of regular non-management (Miscellaneous non-management) employees' compensation earnable as Employer Paid Member Contributions (EPMC) and report the same percent (value) of compensation earnable. This amendment implements Government Section 20636 (c) (4) pursuant to Section 20691.

13.2 PERS Retirement Formula Conversion

Effective by no later than February 15, 2008 the District agrees to amend its agreement with CalPERS to convert from a modified formula providing employees with 2% at 55 years of age and single highest year compensation formula, to 2.5% at 55 years of age and single highest year compensation formula.

14. **INSURANCE**

14.1 Group Health Benefits

A regular full-time employee is eligible to participate in group medical benefits. These benefits include health, dental, and vision insurance plans. The District contracts with CalPERS Health Care which offers a number of health plan options, including HMO and traditional insurance plans.

An employee is eligible for medical insurance on the first day of the month following submittal of a signed enrollment application. Employees have sixty days from the date of hire to enroll. Unless applied for when first eligible, evidence of insurability will be required before being covered. Employee will be eligible for dental and vision on the first day of the month following sixty days from the date of hire.

The District pays a set amount for medical benefits and the employee is responsible for insurance costs above the set amount. The set amount is equivalent to 100% for employee and 60% for dependent coverage for a mid-price HMO offered by CalPERS in a given year. If two or less HMO plans are offered by CalPERS, the District will use an average of the two, or the cost of the single plan provided. At the District's sole discretion, in lieu of utilizing the mid-price HMO or average of two (2) HMO plans to set the annual medical benefits contribution by the District, the District may choose to apply a higher amount to pay toward medical insurance in any given year, which amount shall not be less than the agreed-upon amount stated above. The District pays 100% vision and dental care insurance for all employees and dependents. Retirees are eligible to participate in the CalPERS Health Insurance program at the low group rate,

subject to the conditions described in Section 14.3 below. Details of the coverage, as well as the servicing organizations, are available in the Santa Paula office.

If it should occur during the term of this agreement that the District's medical insurance contribution in a given year would decrease due to premium reductions, but an employee's out-of-pocket costs would increase, the District will agree to meet and confer with SEIU representatives and consider a one-time amendment to the agreement that could allow the District to offset some or all of the employee's increased costs during that year only.

In the event of any significant change in the health care system during the term of this Agreement, the District agrees to meet and confer with SEIU to determine if revisions are necessary to this section and to the group health benefits plan offered at the District. Changes to the plan may be made only with the mutual agreement of the District and SEIU.

14.2 Medical Insurance Opt-Out

Unless prohibited by state or federal law at any time during the term of this MOU, an employee may "opt out" of the medical insurance coverage offered by the District by providing written proof of alternative coverage and signing an affidavit confirming that the employee is covered by such alternative coverage and waiving any liability to the District. The employee opting out will receive on a monthly basis as taxable income fifty percent (50%) of the monthly health care costs the District would have paid on the employee's behalf. The employee's dependents are not eligible to receive opt-out payments.

14.3 District's Dollar Contribution

Per Senate Bill 1464, Chapter 896, Chapter Date September 26, 2002, the District agrees to contribute a maximum of sixteen dollars (\$16.00) per month to active employees' selected medical coverage under the CalPERS program as follows: the District initially will pay one dollar (\$1.00) per month for retired employee medical coverage. Each year for the next twenty (20) years, CalPERS will adjust the monthly amount paid by five percent (5%) of the monthly contribution of ninety-seven dollars (\$97.00) for active employees until such time as the contributions are equal for active employees and annuitants, as agreed with CalPERS in District Resolution No. 98-16.

14.4 Group Life Insurance

Life insurance eligibility occurs on the first day of the month following sixty (60) days from the date of hire. The premium is paid for by the District. Amounts of insurance are one and one-half times the annual salary of each employee up to a maximum of \$100,000. An accidental death or dismemberment clause provides for twice the amount of face value. Coverage amount reduces to 65% of base amount at age 70 and further reduces to 50% of base amount at age 75. Coverage terminates at retirement. So long as the life insurance carrier for the District offers

the option, employees may increase their life insurance provided the employee pays the full cost for coverage above one and one-half times the annual salary in accordance with the insurance carriers' policies.

14.5 Section 125 Flexible Benefit Plan

A Flexible Benefit Plan allows employees to increase their spendable income, and their insurance benefits, by decreasing their taxes. This entitles the employee to pay for selected benefits such as child care and unreimbursed medical benefits, including insurance premiums not covered by the District with pre-tax salary dollars. This means that employees only pay taxes on the amount of their income after the benefits are paid. The FLEX ONE cafeteria plan is administered by AFLAC. Details on this program are available at the Santa Paula office.

14.6 Workers Compensation Insurance

Worker's Compensation Insurance is provided in the event of a work-related injury, to provide for medical expenses and a living allowance during convalescence. No employee shall receive more compensation because of having both sick leave and worker's compensation benefits than they would receive without worker's compensation benefits. Employee payments received from workers compensation insurance may be paid back to the District to be credited to the employee's accrued leave time (i.e. sick vacation and compensatory time). Accrued sick leave must be fully depleted prior to use of accrued vacation or compensatory time.

14.7 State Disability Insurance

Employee payments received from State Disability Insurance may be paid back to the District to be credited to the employee's accrued leave time (i.e. sick, vacation, and compensation). Accrued sick leave must be fully depleted prior to use of accrued vacation or compensatory time.

15. DEFERRED COMPENSATION

The District has implemented section 414(h)(2) of the Internal Revenue Code, whereby employers may provide their employees tax deferred benefits on mandatory contribution to a qualified retirement plan. In addition to the mandatory contribution to a qualified retirement plan (i.e. PERS and Social Security) employees may participate in the District-provided 457 plans. These 457 plans allow employees to defer additional earnings into a qualified tax deferred compensation plan, up to an annual amount set by the Internal Revenue Service (I.R.S.).

16. UNIFORMS

The District agrees to provide and maintain five uniforms per week to each field employee.

17. **SAFETY SHOES/BOOTS**

The District agrees to provide safety equipment necessary for hazardous work. Safety shoes/boots must be worn by field and office employees regularly working in the field (i.e. engineers, hydrogeologist and field technicians). The District shall provide direct reimbursement to a District-approved vendor provider, or the District will reimburse employees upon submission of purchase receipts or on-line computer generated invoices resulting from Internet orders with proof of payment by the employee, for the purchase of one pair of safety shoes/boots per year up to a limit of two hundred dollars (\$200.00) per employee.

18. **OVERTIME**

- 18.1 Overtime shall generally be restricted to emergency work and shall not be worked unless authorized by the District.
- 18.2 Employees who work overtime while confined to the job shall be provided a paid meal period of 30 minutes and a paid rest period of 15 minutes, and shall be provided with an additional paid meal and break period for each four (4) hours of overtime worked.
- 18.3 Employees who elect or are required to work an alternative work schedule (i.e., 9/80 or 4/10 workweek) approved by the Department Manager will be paid overtime only for those hours worked that exceed a forty-hour workweek. Employees at the Lake Piru Recreation facility must work an alternative work schedule as assigned during certain periods of the year.
- 18.4 An employee may request the opportunity to work "make-up time" at straight pay rates for work time missed for personal reasons during the workweek by making a written request on the appropriate District form. The employee must make up the time in the same workweek in which the time was missed. The employee will not be entitled to overtime compensation for make-up time hours worked unless the employee works more than eleven (11) hours in a day or over forty (40) hours in one workweek.
- 18.5 Holidays and other paid time off (vacation, sick, etc.) shall count toward the accumulation of work hours in the computation of overtime hours worked.

19. **BREAK ROOM FACILITIES**

- 19.1 Employees are prohibited from taking work into the Santa Paula office break room. Working in the break room denies those facilities to other employees who wish to take their breaks in that room. "Working" is defined as taking papers into the room and using the tables as a work space, conducting the business of the District.

19.2 The District agrees that SEIU shall have a Union bulletin board in every break room of the District where there are represented employees working. A copy of all materials to be displayed upon the bulletin board shall be provided to the Executive Coordinator or his/her designee for approval prior to posting.

20. **NIGHT SHIFT DIFFERENTIAL**

The District agrees to a night shift differential of five percent for an employee working at least half of a normal shift after 3: 00 p.m. or before 8: 00 a.m.

21. **SAFETY TRAINING**

The District schedules and conducts safety sessions at least once per month during regular work hours. Employees must attend these sessions unless excused in advance by their immediate supervisor.

22. **EDUCATION REFUNDS**

The District agrees to amend its personnel manual regarding educational reimbursements to permit the General Manager to authorize reimbursement of up to five hundred dollars (\$500.00) per quarter or semester per SEIU employee to be used for books, supplies, tuition, or other educational expenses. In approving such reimbursement, the District shall consider District priorities, past academic and work performance of the employee requesting additional educational assistance, value of the additional education to the District, and the District's financial condition.

23. **SICK LEAVE PROVISION**

The District agrees to amend its policy regarding the use of sick leave to state as follows:

Regular employees shall accumulate sick leave at the rate of 3.69 hours per pay period. Employees may accumulate sick leave in any amount, but the District shall not cash out or convert sick leave hours in excess of six hundred (600) hours, except as set forth below.

Sick leave may be used only for illness or injury of the employee or the employee's immediate family, or for visits to medical care providers. "Immediate family" shall be defined to include spouses, children and grandchildren, parents and grandparents, siblings, in-laws falling into the same categories, and registered domestic partners.

Sick leave may not be added to vacation time to extend an employee's vacation. An employee absent for more than three days may be required to produce medical certification of the absence for the employee or the employee's immediate family member (as defined herein) at the District's request.

At the end of the last full pay period of each fiscal year, each employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six (26) pay periods, that exceeds the maximum of six hundred (600) hours. The District shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If the employee does not exercise this conversion option, the employee shall retain those hours for use while sick or injured, but shall not be eligible for any further cash-out or conversion with respect to such hours.

Employees who intend to use sick time for an eligible absence under this policy must notify the Department Manager or supervisor of such circumstances within thirty (30) minutes of starting the employee's shift.

The benefits of this section shall apply to illness or disability caused by pregnancy.

Employees who violate this policy or misuse sick time benefits shall be subject to discipline and may be required to produce medical certification of any further sick time absences.

Upon separation from service for any reason, the District will redeem fifty percent (50%) of the employee's total accrued but unused sick leave, not to exceed the maximum accrual amount of six hundred (600) hours, to those employees with at least five (5) years of regular full-time service, payable to the employee at the employee's then-current base wage rate.

24. **HOLIDAY PROVISION**

The District agrees to amend its policy regarding holidays (including religious holidays) to state as follows:

Holidays observed by the District are:

- New Year's Day
- Third Monday in January (Martin Luther King, Jr. Day)
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Afternoon of the last working day before Christmas (four hours)
- Christmas Day

Holidays which fall on Sunday shall be observed the following Monday. Holidays which fall on Saturday shall be observed the preceding Friday. Full-

time employees shall be paid for such holidays. Employees required to work on official holidays shall be paid straight time plus time and one-half.

Employees may use accumulated vacation time or comp time to cover absences for religious holiday services with prior approval by the employee's supervisor.

25. **VACATION PROVISION**

The District agrees to amend its policy regarding vacation to state as follows: Employees shall accrue vacation as follows:

Commencement through completion of 5 years of employment	3.077 hours of paid vacation per pay period (80 hours per year)
Start of 6th year of employment through completion of 10 years of employment	4.62 hours of paid vacation per pay period (120 hours per year)
Start of 11th year of employment through completion of 15 years of employment	15 days (120 hours per year) of vacation per year, plus one day (8 hours) of vacation per year for each year of employment after completion of 10 years
After completion of 15 years of employment	20 days (160 hours) of vacation per year

Vacation schedules are subject to approval by the employee's supervisor to ensure that planned vacations will not interfere with District operations. Employees are encouraged to take at least five consecutive working days vacation during each year of their employment.

Probationary employees will accrue vacation from the commencement of their employment, and will be paid upon termination for any such accrued but unused vacation time.

An employee who becomes injured or sick while on authorized vacation leave may exchange sick leave on an equal time basis for vacation leave by providing medical certification of the illness or injury, including the number of days that the employee would have been unable to work if not on vacation, to the employee's supervisor upon the employee's return to work.

The maximum accumulation amount of vacation leave an employee may accrue is as follows:

Commencement of employment through completion of 10 years of employment	360 hours
Start of 11th year of employment and beyond	400 hours

An employee who has earned at least eighty (80) hours of vacation time may request payment in lieu of vacation time up to a maximum of forty (40) hours, provided that the employee has arranged to take a vacation of at least forty (40) hours within two (2) weeks of requesting such payment.

Upon separation from employment, employees shall be paid for accrued but unused vacation leave at the employee's then-current base wages.

26. **GRIEVANCE PROCEDURE**

26.1 Definition

"Grievance" means any controversy between the District and SEIU or Union employee(s) which pertains to an alleged violation of or dispute regarding the interpretation, application, or enforcement of the terms of this MOU, the written policies and procedures of the District or the change of a past practice, including the practical consequences or impact on employment terms or conditions affecting the employee(s). "Grievance" shall not include a disciplinary action taken against an employee pursuant to Appendix B (except for disciplinary action related to written warnings and reprimands and suspension of employee for three (3) or less days). Both parties shall make a good-faith and earnest effort to settle grievances promptly through the steps listed below:

Step 1:

An employee with a grievance must begin the process by having an informal discussion with the employee's immediate supervisor within twenty-one (21) calendar days of the date the employee became aware or should have become aware of the controversy.

The supervisor must provide a response to the employee within no more than seven (7) business days.

Step 2:

If the employee does not accept the supervisor's informal response, the employee must file a written grievance with the supervisor within seven (7) business days after the supervisor provides the informal response to the employee, or the grievance will be forfeited. In addition to a description of the grievance, the employee must state in writing the reason(s) for rejecting the response of the immediate supervisor.

The supervisor must provide a written response to the employee's written grievance within no more than seven (7) business days after receipt of the written grievance.

Step 3:

If the employee does not accept the supervisor's written response, the employee must file a written grievance with the Division/Department Head within seven (7) business days following the employee's receipt of the written response from the immediate supervisor, or the grievance will be forfeited. The employee must state in writing any reason(s) for rejecting the response of the immediate supervisor which were not previously stated in Step 2.

The Division/Department Head must provide a written response to the grievance within ten (10) business days after receipt from the employee.

Step 4:

If the employee does not accept the Division/Department Head's written response, the employee must file a written grievance with the General Manager within ten (10) business days after the employee's receipt of the written response from the Division/Department Head, or the grievance will be forfeited. The employee must state in writing any reason(s) for rejecting the response of the immediate supervisor which were not previously stated in Step 2 or 3.

The General Manager or his/her designee shall meet with the employee and the employee's representative within five (5) business days after receipt of the grievance. The General Manager shall provide the employee with a written decision within fifteen (15) business days after the meeting with the employee and the employee's representative.

Step 5:

If the employee does not accept the General Manager's decision, the employee must file a written grievance with the Board of Directors within ten (10) business days after the employee's receipt of the written response from the General Manager, or the grievance will be forfeited. The employee must state in writing any reason(s) for rejecting the response of the immediate supervisor which were not previously stated in Step 2, 3 or 4.

The Board of Directors at its next regular meeting following receipt of the grievance, consistent with the Ralph M. Brown Act, shall set a date for a hearing on the grievance. The hearing shall be held within fifteen (15) business days of the Board meeting at which the hearing date is set. The hearing may occur at a special or regular meeting of the Board of Directors. The Board of Directors shall provide a decision in writing to the employee within fifteen (15) business days following the conclusion of the hearing. The Board's decision shall be final.

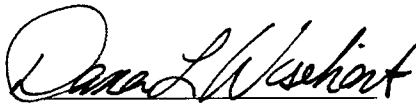
27. **LABOR/MANAGEMENT COMMITTEE**

The District agrees to the establishment of a Labor/Management committee where the parties come together to discuss items or issues of mutual importance. The

committee shall be represented with up to three (3) members from each side. The committee shall meet at least once a quarter, but may meet more often upon mutually-agreed times. This committee will act as an advisory group, and shall have no decision-making power on any issue.

ADOPTED THIS 12th DAY OF SEPTEMBER, 2007

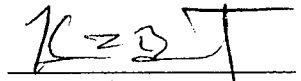
Agreed to by United Water Conservation District:



Dana L. Wisehart
General Manager



E. Michael Solomon
Chief Financial Officer/
Lead Negotiator

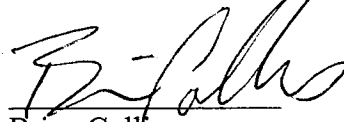


Kenneth Breitag
Executive Coordinator

Agreed to by Service Employees International Union, Local 721, CLC Representatives:



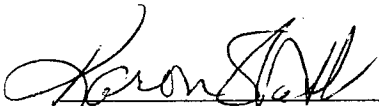
Danny Carrillo
SEIU Chief Negotiator/
Worksite Organizer



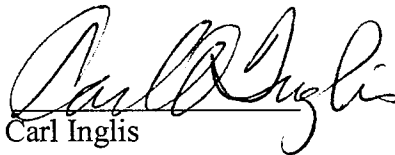
Brian Collins



John Carmen



Karon Webb



Carl Inglis

APPENDIX A

COUNTY OF VENTURA REPORT OF MEDICAL EVALUATION

APPENDIX A

July 1, 2007 through June 30, 2019

REPORT OF MEDICAL EVALUATION



UNITED WATER CONSERVATION DISTRICT

"Conserving Water Since 1927"

REPORT OF MEDICAL EVALUATION

NAME OF EMPLOYEE:
POSITION:
EXAMINEE:
<input type="checkbox"/> MEDICALLY APPROVED
<input type="checkbox"/> MEDICALLY APPROVED WITH RESTRICTION AS NOTED
<input type="checkbox"/> NOT APPROVED
REMARKS:

I have reviewed the job description for this employee. Conclusions focus only on the individual's current ability to fulfill specific job demands, with or without accommodation, and the employee's ability to perform the job without posing a direct threat to health or safety.

SIGNATURE AND ADDRESS OF EXAMINING PHYSICIAN:

DATE: _____

HEALTH QUESTIONNAIRE

NAME: _____

Please answer each question. Circle YES or NO where applicable.

MEDICAL HISTORY

1. Are you in good health?..... YES NO
2. Date of last physical examination: _____
3. Are you now under the care of a physician?..... YES NO
If so, what is the condition being treated? _____
4. Have you ever had any serious illness or operation?..... YES NO
If so, what illness or operation? _____
5. Have you ever been hospitalized?..... YES NO
If so, what was the problem? _____
6. Are you taking any medicine?..... YES NO
If so, what? _____
7. Do you have or have you had any of the following? (Please check known conditions)

YES NO

- | | | | | | | |
|--|--|--|--|------------------------------------|--|--|
| <input type="checkbox"/> Anemia | <input type="checkbox"/> Hemophilia | <input type="checkbox"/> Sinus Trouble | <input type="checkbox"/> Joint Replacement | | | |
| <input type="checkbox"/> Herpes | <input type="checkbox"/> Rheumatism | <input type="checkbox"/> Blood Disease | <input type="checkbox"/> Nervous Disorder | | | |
| <input type="checkbox"/> Stroke | <input type="checkbox"/> Heart Murmur | <input type="checkbox"/> Drug Addiction | <input type="checkbox"/> Tumors or Growths | | | |
| <input type="checkbox"/> Ulcers | <input type="checkbox"/> Head Injuries | <input type="checkbox"/> Kidney Disease | <input type="checkbox"/> Allergies or Hives | | | |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Heart Failure | <input type="checkbox"/> Stomach Ulcers | <input type="checkbox"/> Carpel Tunnel Syndr. | | | |
| <input type="checkbox"/> Glaucoma | <input type="checkbox"/> Liver Disease | <input type="checkbox"/> Angina Pectoris | <input type="checkbox"/> Excessive Bleeding | | | |
| <input type="checkbox"/> Arthritis | <input type="checkbox"/> Scarlet Fever | <input type="checkbox"/> Mental Disorder | <input type="checkbox"/> Asthma | | | |
| <input type="checkbox"/> Emphysema | <input type="checkbox"/> Chicken Pox | <input type="checkbox"/> Rheumatic Fever | <input type="checkbox"/> High Blood Pressure | | | |
| <input type="checkbox"/> Hay Fever | <input type="checkbox"/> Respiratory | <input type="checkbox"/> Thyroid Disease | <input type="checkbox"/> AIDS Related Disease | | | |
| <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Disease | <input type="checkbox"/> Cerebral Palsy | <input type="checkbox"/> Congenital Heart | | | |
| <input type="checkbox"/> or Seizures | <input type="checkbox"/> Artificial | <input type="checkbox"/> Sickle Cell Disease | <input type="checkbox"/> Lesions | | | |
| <input type="checkbox"/> Heart Ailments | <input type="checkbox"/> Prosthesis | <input type="checkbox"/> Psychiatric | <input type="checkbox"/> Chemotherapy | | | |
| <input type="checkbox"/> or Attack | <input type="checkbox"/> X-Ray or Cobalt | <input type="checkbox"/> Treatment | <input checkbox"="" type="checkbox/>(Cancer, Leukemia)</td> </tr> <tr> <td><input type="/> Radiation | <input type="checkbox"/> Treatment | <input type="checkbox"/> Fainting Spells | <input type="checkbox"/> Acquired Immune |
| <input type="checkbox"/> Treatment | <input type="checkbox"/> Hepatitis or | <input type="checkbox"/> or Seizures | <input type="checkbox"/> Deficiency Syndrome | | | |
| <input type="checkbox"/> Tuberculosis (TB) | <input type="checkbox"/> Jaundice | | <input checkbox"="" type="checkbox/>(AIDS)</td> </tr> <tr> <td><input type="/> Other _____ | | | |

8. Do you have any disease, condition, or problem not listed that would prevent you from performing the job you have been hired for?..... YES NO
9. Have you ever been treated for a stress related condition?..... YES NO
How long? _____ days, _____ weeks, _____ months, _____ years.
10. Have you ever been unable to continue employment because of a stress related condition?..... YES NO
How long? _____ When did you return to work? _____
When where you released from treatment? _____

CON'D HEALTH QUESTIONNAIRE
PAGE TWO

11. Have you ever been hospitalized for a long term illness or accident?..... YES NO
If so, how long?_____ When were you released from doctor's care for this
hospitalization?_____
12. Do you have any history of office or field-related physical problems which should be
considered by us as part of your ability to do your job?..... YES NO
13. Do you have any back or neck problems?..... YES NO
If so, explain_____
14. Do you have any vision problems from office equipment?..... YES NO
If so, explain_____

Physician's Signature

Address

RETURN TO: Attn: Human Resources
United Water Conservation District
106 North 8th Street
Santa Paula, CA 93060

ROUTINE PHYSICAL

___ Height: ___ ft. ___ in. Weight: ___ lbs.

___ Build: ___ Slender ___ Medium ___ Heavy ___ Obese

___ Blood pressure: Sys. ___ Dis. ___

___ Distant vision: Right 20/ Corr to 20/

 Left 20/ Corr to 20/

___ Hearing: Right ___ Left ___

___ Routine Urinalysis

___ Chest X-Ray

___ SUMMARY OF FINDINGS:

a. The general health of the examinee is ___ good ___ fair ___ poor

Comments:

Lifting No Restrictions ___ Light lifting only ___ No lifting ___

If restrictions apply the examinee is physically restricted from lifting any objects that exceeds
___ pounds.

Medical Examiner: _____

Address: _____

Date: _____

APPENDIX B

10. DISCIPLINARY ACTION; RIGHT OF APPEAL

- 10.1 For purposes of this Article, "disciplinary action" means issuance of a written disciplinary order by the General Manager for dismissal from employment, demotion, suspension, placement on probation, and written warnings and reprimands. However, the suspension of an employee for three (3) or less days shall not be subject to the appeal procedures of Section 10.4. The settling of written warnings or reprimands shall be subject to the Grievance Procedure as noted in Section 26 of the MOU.
- 10.2 In an appeal proceeding subject to Section 10.4, upon written request by the employee, District will furnish the employee and SEIU copies of any documents or written statements used by the District in determining good cause exists for the disciplinary action. The District will furnish the documents not later than five (5) business days prior to a hearing scheduled by the Board pursuant to Section 10.4.5.
- 10.3 Employees shall retroactively accrue vacation and sick leave credits denied by an invalidated disciplinary action upon revocation of the invalid disciplinary action.
- 10.4 Appeal Procedures

10.4.1 Purpose

These appeal procedures are established to provide a means by which appeals to disciplinary actions may be made and heard.

10.4.2 Disciplinary Order

Any employee may be subjected to a disciplinary action by the General Manager by a written disciplinary order. Such order shall contain the specific acts or omissions, including dates and times of such acts or omissions, which resulted in the disciplinary action. A copy of the order shall be served on the employee at the time of the disciplinary action. A copy of the order shall be given to the Board for those disciplinary actions subject to the appeal procedures of this Section 10.4 when an appeal is made by the employee. The disciplinary action takes effect on the date it is served upon the employee.

10.4.3 Perfection Of An Appeal

The disciplined employee ("employee" or "petitioner") may appeal such order to the Board within ten (10) business days of the employee's receipt of the order, by delivering a written appeal to the General Manager. The appeal shall be inserted into employee's personnel records.

10.4.4 Involuntary Resignations

This Section 10.4.4 applies to employees who resign their employment with the District. Within ten (10) business days after submission of their resignation, an employee may file a written appeal alleging that their resignation was involuntary and coerced by improper conduct by another District employee. The employee filing the appeal shall bear the burden of proving that the resignation was involuntary. If, after a hearing, the Board finds that the resignation was voluntary and not coerced by improper District employee conduct, the General Manager, within ten (10) business days of the Board's decision, shall serve a written order upon Petitioner giving notification of the Board's finding(s) and decision.. If the Board finds that the resignation was involuntary, the General Manager shall serve Petitioner with a written notice of reinstatement, and the Petitioner shall be compensated with back pay to the effective date of the resignation.

10.4.5 Time for Hearing

Each appeal shall be considered for sufficiency at the next regular Board meeting following its receipt by the General Manager. The employee shall be notified of the meeting date in accordance with the Ralph M. Brown Act ("Brown Act") and the employee and his/her representative may attend the meeting. The appeal shall be deemed insufficient and denied by the Board if it fails to state specific facts or circumstances justifying an appeal, or if, in the opinion of the Board, the facts and circumstances stated, even if true, do not entitle Petitioner to any relief. However, such denial shall be without prejudice to the filing of an amended appeal by Petitioner within ten (10) business days of the employee's receipt of a denial from the Board. The Board will consider the amended appeal at its next regular meeting. If the Board deems the amended appeal insufficient, the General Manager shall notify the Petitioner, and the Board's decision shall be final.

If the appeal or amended appeal is found to be sufficient, then the Board shall set a date to hear the appeal at a regular or special Board meeting held within forty-five (45) calendar days after the appeal is deemed sufficient. The Board may change the date of the hearing, or the hearing may occur beyond such 45-day period, at the Board's discretion for good cause or upon agreement of all parties.

10.4.6 Hearing Body

The Board shall determine whether to hear a sufficient appeal before the entire Board, or a subcommittee thereof, or a hearing board or officer

appointed by the Board. The District's General Counsel or designee may be appointed as a hearing officer. The person or persons selected to hear the petition shall be known as the "Hearing Body". The Hearing Body findings of fact and recommendations may be modified by the Board until ratified by the entire Board, at which time the findings of fact and recommendations are final and conclusive and effective.

10.4.7 Appearance of Petitioner

Petitioner shall attend all hearings unless the Hearing Body has consented to the absence of the Petitioner upon a showing of good cause. Petitioner's unexcused absence at a hearing may be deemed by the Hearing Body to be a withdrawal of the petition and consent to the disciplinary action taken by the General Manager.

10.4.8 Right to Representation

Petitioner may be represented by any person, including counsel, of his or her choosing at any hearing, upon written notification to the Board not later than the tenth (10th) calendar day preceding the scheduled hearing date. The Board shall notify the General Manager of Petitioner's intent to be represented at the hearing. The General Manager may be represented at the hearing only if Petitioner elects to be represented. The Board in its discretion may elect to be advised by independent counsel.

10.4.9 Formal or Informal Hearing

Petitioner may elect either a formal or informal hearing. A formal hearing shall include opening statements by the parties, the presentation of evidence through oral testimony and documents, closing arguments, and other formalities and procedures typical of a civil trial. An informal hearing contemplates narrative presentations by the parties and their witnesses in a conference setting as opposed to a courtroom setting.

10.4.10 Subpoena Power

Before a formal hearing, the Hearing Body shall at the request of any party issue subpoenas and subpoenas duces tecum for attendance or production of documents at the hearing. Compliance with Civil Procedure Section 1985 shall be a condition precedent to the issuance of the subpoena duces tecum. The Hearing Body in its discretion may issue subpoenas and subpoenas duces tecum after commencement of the hearing.

10.4.11 Public Hearing

All Board hearings shall be conducted in compliance with the Brown Act as codified in Government Code Section 54950 et seq. The Petitioner shall receive notice, and may exercise all rights provided in accordance

with the Brown Act. The hearing shall be closed to the public unless the Petitioner requests that it be an open hearing.

10.4.12 Oaths

The chairperson of the Hearing Body may administer oaths when necessary to conduct a hearing.

10.4.13 Order of Proof

The General Manager shall present his or her disciplinary order alone or together with additional corroborative evidence, followed by Petitioner's submission of oral or written disputing such order. The Hearing Body shall hear all the evidence and shall base its findings and decision solely upon the evidence admitted at the hearing.

10.4.14 Duty to Testify

Petitioner, General Manager and all District officers and employees have a duty to answer, under oath, any question properly propounded by the General Manager, Petitioner, or the Hearing Body during the hearing.

10.4.15 Evidence

Oral testimony shall be taken under oath or affirmation. Each party and the Hearing Body may call and examine witnesses on any matter relevant to the issues, even though such matter was not covered on direct examination; and may impeach any witness, regardless of which party first called the witness to testify. All relevant evidence shall be admitted if it is the sort 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 rule which might make improper the admission of such evidence over objections in civil action. Hearsay evidence shall be admissible for any purpose, but shall not be sufficient in and of itself to support a finding unless the evidence would be admissible over objection in a civil action.

10.4.16 Parties as Witnesses

Each party shall have the right to call and examine the other party under cross-examination. The party calling such adverse witness shall not be bound by his testimony, and the testimony given by such witness may be rebutted by the party calling him.

10.4.17 Exclusion of Witnesses

In its discretion, the Hearing Body may exclude witnesses not under examination, excepting the Petitioner, the General Manager and counsel

for each party. When hearing testimony of scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded in accordance with applicable law.

10.4.18 Witness Fees

Witness subpoenaed before the Hearing Body are entitled to receive the same fees and mileage paid to witnesses in Ventura County Superior Court. Witness fees and mileage shall be paid by the party at whose request the witness appears. District officers and employees shall not be entitled to witness and mileage fees if they appear at a hearing during their regularly scheduled working hours. District officers and employees shall be entitled to witness and mileage fees if called while on a regularly scheduled vacation or holiday, or if required to appear outside of their regularly scheduled working hours.

10.4.19 Depositions

If the presence of any witness cannot be procured at the time of the hearing, his or her deposition may be offered as evidence at the hearing. The deposition must have been taken in accordance with the rules applicable to depositions in civil cases. The cost of a deposition shall be borne by the party taking the deposition.

10.4.20 Report of Hearing

Notwithstanding the recordation of the proceedings by the Board pursuant to Section 10.4.26, any party or interested person may, at his or her own expense, have a hearing reported by a Certified Shorthand Reporter or an Official Court Reporter.

10.4.21 Findings and Decision

If the Board finds that none of the charges contained in the disciplinary order are true, then the Board shall set aside the order. If the Board finds that some or all of the charges are true, then the Board shall make and enter its decision confirming or modifying the disciplinary order. The Board's order shall be final unless timely challenged in accordance with Section 10.4.24.

10.4.22 Modification of General Manager's Order

The General Manager's disciplinary order may be modified by the Board to a less severe disciplinary action, but in no event shall the Board impose more severe disciplinary action than that imposed by the General Manager. The degree of demotion consists of the classified positions to which the Petitioner may be demoted. The period of suspension may not exceed thirty (30) days.

10.4.23 Modification or Vacation of Board Order

An order of the Board may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues, on the application of a party to the hearing or on motion of the Board, for any of the following causes, materially affecting the substantial rights of the Petitioner or the General Manager.

- 10.4.23.1 Irregularity in the hearing proceedings, or any order of the Board or abuse of discretion by which either party was prevented from having a fair hearing;
- 10.4.23.2 Accident or surprise, which ordinary prudence could not have guarded against;
- 10.4.23.3 Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Board;
- 10.4.23.4 Error in law, occurring at the hearing and excepted to at the hearing by the party making the application or motion.

10.4.24 Application for Modification or Vacation of Order

A party's application or motion to the Board shall be made in accordance with Section 10.4.23 not later than ten (10) calendar days after the Board mails notice of its order and shall designate the grounds upon which modification or vacation is requested. The Board shall consider the application or motion within fifteen (15) calendar days after it is provided to the District.

If the Board grants a hearing on the application or motion, the Board shall, after review of the application or motion, specify the ground or grounds on which it is granted and the reason or reasons for granting the application or motion. The hearing shall be scheduled within thirty (30) calendar days after the Board grants a hearing. The Board may change the date of the hearing, or the hearing may occur beyond such 30-day period, at the Board's discretion for good cause or upon agreement of all parties. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Board shall either confirm its original findings and decision under Section 10.4.21 or issue a new finding(s) and decision. The Board's decision shall be final.

The filing of an application under this section shall not operate to stay the effectiveness of the original order of the Board except by discretion of the Board upon a showing, by affidavit, of emergency or hardship should the order not be stayed.

10.4.25 Record

The Board shall record the proceedings on a recording device and shall make such recording available to the parties upon request, at the expense of the requesting party. The Board in its discretion may alternatively elect to have the proceedings reported by a Certified Shorthand Reporter or an Official Court Reporter.

10.4.26 Judicial Review

Judicial review of a decision or order of the Board may be had pursuant to those remedies set forth in the California Code of Civil Procedure. Nothing in this Appendix B shall preclude an employee from pursuing any available rights and remedies as may be provided by law.

APPENDIX C

Job Classifications and Assigned Salary Ranges

Effective July 1, 2007

With 3.5% COLA

Position Titles

With Salary Range

Title	Class	Wk Code	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant I	8810	3	17.5	46,449.73	48,772.21	51,210.83	53,771.38	56,459.95
Accountant II	8810	3	19.0	50,021.28	52,522.36	55,148.47	57,905.90	60,801.20
Accountant III	8810	3	20.5	53,867.45	56,560.82	59,388.87	62,358.32	65,476.23
Accounting Clerk	8810	3	08.5	29,782.00	31,271.10	32,834.65	34,476.39	36,200.20
Accounting Manager	8810	3	24.5	65,632.25	68,913.87	72,359.57	75,977.54	79,776.41
Accounting Technician I	8810	3						
Accounting Technician II	8810	3	14.0	39,076.55	41,030.37	43,081.89	45,235.98	47,497.77
Accounting Technician III	8810	3	15.0	41,054.80	43,107.53	45,262.90	47,526.05	49,902.36
Accounting-Administrative Clerk	8810	3	12.5	36,286.46	38,100.78	40,005.82	42,006.11	44,106.42
Administrative Assistant I	8810	3	12.5	36,286.46	38,100.78	40,005.82	42,006.11	44,106.42
Administrative Assistant II	8810	3	13.5	38,123.46	40,029.63	42,031.10	44,132.67	46,339.31
Administrative Assistant III	8810	3	14.5	40,053.45	42,056.14	44,158.94	46,366.88	48,685.24
Administrative Secretary	8810	3	16.0	43,133.19	45,289.85	47,554.35	49,932.04	52,428.66
Assistant Engineer	7520	1	23.5	62,469.72	65,593.21	68,872.86	72,316.50	75,932.33
Assistant Hydrogeologist	7520	1	23.5	62,469.72	65,593.21	68,872.86	72,316.50	75,932.33
Assistant Hydrologist	7520	1						
Associate Civil Engineer	7520	1	27.0	74,256.87	77,969.71	81,868.20	85,961.60	90,259.69
Associate Hydrogeologist	7520	1	27.0	74,256.87	77,969.71	81,868.20	85,961.60	90,259.69
Associate Hydrologist	7520	1	27.0	74,256.87	77,969.71	81,868.20	85,961.60	90,259.69
Board Member	8810	3						
Chief Financial Officer	8742	2						
Chief Water Treatment Operator	7520	1	26.0	70,678.76	74,212.71	77,923.34	81,819.50	85,910.49
Dam Operator	7520	1	20.5	53,867.45	56,560.82	59,388.87	62,358.32	65,476.23
Engineering Manager	7520	1						
Entry Services Worker I	9016	4	05.0	25,054.56	26,307.27	27,622.63	29,003.76	30,453.95
Entry Services Worker II	9016	4	09.0	30,526.56	32,052.88	33,655.53	35,338.31	37,105.23
Environmental Scientist	7520	1						
Environmental Specialist II	7520	1	22.5	59,459.58	62,432.56	65,554.20	68,831.90	72,273.50
Executive Coordinator	8742	2						
Facilities Maintenance Worker	7520	1	10.5	32,873.76	34,517.45	36,243.33	38,055.49	39,958.27
Fisheries Biologist	7520	1						
Front Office Assistant-Computer	8810	3	13.5	38,123.46	40,029.63	42,031.10	44,132.67	46,339.31
General Manager	8742	2						
GW Department Manager	8742	2						
GW Resources Manager	8742	2						
Historian Intern	8810	1						
HR Administrator-Confidential Secretary	8810	3	21.0	55,214.15	57,974.84	60,873.59	63,917.27	67,113.14
Hydrologist	7520	1	23.5	62,469.72	65,593.21	68,872.86	72,316.50	75,932.33
Instrument & Electrical Technician	7520	1	24.0	64,031.47	67,233.04	70,594.70	74,124.42	77,830.63
Instrument Specialist	7520	1	24.5	65,632.25	68,913.87	72,359.57	75,977.54	79,776.41
Jr. Hydrogeologist	7520	1						
Lead Entry Services Worker	9016	4	08.0	29,055.61	30,508.38	32,033.81	33,635.50	35,317.27
Lead Park Ranger	9016	4	19.0	50,021.28	52,522.36	55,148.47	57,905.90	60,801.20
Lead Park Services Worker	9016	4	12.0	35,401.42	37,171.50	39,030.08	40,981.59	43,030.66
Lead Recharge O & M Worker	7520	1	22.5	59,459.58	62,432.56	65,554.20	68,831.90	72,273.50
Lifeguard	9016	4	07.0	27,655.53	29,038.32	30,490.23	32,014.73	33,615.46
O & M Manager	7520	1						
Operations Supervisor	7520	1	24.5	65,632.25	68,913.87	72,359.57	75,977.54	79,776.41
Park and Recreation Services Manager	9016	4						
Park Ranger I	9016	4	11.5	34,537.98	36,264.89	38,078.14	39,982.03	41,981.13
Park Ranger II	9016	4	14.0	39,076.55	41,030.37	43,081.89	45,235.98	47,497.77
Park Services Worker I	9016	4	07.0	27,655.53	29,038.32	30,490.23	32,014.73	33,615.46

Position Titles

With Salary Range

Title	Class	Wk Code	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Park Services Worker II	9016	4	09.0	30,526.56	32,052.88	33,655.53	35,338.31	37,105.23
Payroll-Accounting Analyst	8810	3	17.5	46,449.73	48,772.21	51,210.83	53,771.38	56,459.95
Project Supervisor	7520	1	24.5	65,632.25	68,913.87	72,359.57	75,977.54	79,776.41
Receptionist-Secretary	8810	3	12.5	36,286.46	38,100.78	40,005.82	42,006.11	44,106.42
Recharge O & M Worker I	7520	1	17.0	45,316.81	47,582.64	49,961.78	52,459.88	55,082.86
Recharge O & M Worker II	7520	1	19.5	51,271.83	53,835.41	56,527.19	59,353.56	62,321.23
Resource Planning Manager	7520	1						
Senior Accountant	8810	3	21.5	56,594.50	59,424.21	62,395.42	65,515.20	68,790.96
Senior Accounting Clerk	8810	3	11.5	34,537.98	36,264.89	38,078.14	39,982.03	41,981.13
Senior Accounting Technician	8810	3	16.0	43,133.19	45,289.85	47,554.35	49,932.04	52,428.66
Senior Engineer	7520	1	30.0	86,115.21	90,420.97	94,942.02	99,689.12	104,673.58
Senior Hydrogeologist	7520	1						
Senior Water Treatment Operator	7520	1	23.5	62,469.72	65,593.21	68,872.86	72,316.50	75,932.33
Special Projects Manager	8742	2						
Student Intern - Field	7520	1						
Student Intern - Office	8810	3						
Supervising Entry Services Worker	9016	4	10.0	32,071.96	33,675.57	35,359.35	37,127.31	38,983.69
Supervising Instrument & Electrical Tech	7520	1	26.0	70,678.76	74,212.71	77,923.34	81,819.50	85,910.49
Supervising Lifeguard	9016	4	09.0	30,526.56	32,052.88	33,655.53	35,338.31	37,105.23
Supervising Park Ranger	9016	4	24.0	64,031.47	67,233.04	70,594.70	74,124.42	77,830.63
Supervising Park Services Worker	9016	4	18.5	48,801.25	51,241.32	53,803.38	56,493.55	59,318.23
Temp Water Resource Asst Tech		0						
Temporary Park Services Worker I	9016	4						
Temporary Receptionist-Clerical Assistan		0						
Water Conservation Coord-Admin Secret	8810	0	17.0	45,316.81	47,582.64	49,961.78	52,459.88	55,082.86
Water Resource Technician	7520	1	16.5	44,211.52	46,422.10	48,743.21	51,180.37	53,739.38
Water System Electrician	7520	1	22.5	59,459.58	62,432.56	65,554.20	68,831.90	72,273.50
Water Treatment Operator II	7520	1	19.0	50,021.28	52,522.36	55,148.47	57,905.90	60,801.20
Water Treatment Operator III	7520	1	20.0	52,553.61	55,181.28	57,940.36	60,837.37	63,879.25
Water Treatment Operator IV	7520	1	22.0	58,009.36	60,909.82	63,955.31	67,153.08	70,510.72

United Water Conservation District

Hourly Rate Table

Range	Step 1	Step 2	Step 3	Step 4	Step 5
A	7.50	7.88	8.27	8.68	9.11
B	7.88	8.27	8.68	9.11	9.57
C	8.27	8.68	9.11	9.57	10.05
D	8.68	9.11	9.57	10.05	10.55
E	9.11	9.57	10.05	10.55	11.08
F	9.57	10.05	10.55	11.08	11.63
G	10.05	10.55	11.08	11.63	12.21
H	10.55	11.08	11.63	12.21	12.82
I	11.08	11.63	12.21	12.82	13.46
J	11.63	12.21	12.82	13.46	14.13
K	12.21	12.82	13.46	14.13	14.84
L	12.82	13.46	14.13	14.84	15.58
M	13.46	14.13	14.84	15.58	16.36
N	14.13	14.84	15.58	16.36	17.18
O	14.84	15.58	16.36	17.18	18.04
P	15.58	16.36	17.18	18.04	18.94
T	20.00	0.00	0.00	0.00	0.00

Addendum No. 1 to 2007-2019 Memorandum of Understanding between the United Water Conservation District and the Service Employees International Union (Grandfather Clause for Accumulated Sick Leave in Excess of 600 Hours)

Effective July 1, 2007, with the ratification of the July 1, 2007 through June 30, 2019 Memorandum of Understanding Between the United Water Conservation District (District) and the Service Employees International Union (SEIU), the District shall not cash out or convert sick leave hours in excess of six hundred (600) hours. While the Sick Leave Provision is clearly discussed in Section 23 of the new MOU, at the time the agreement became effective (July 1, 2007), there were some employees that had accumulated over 600 hours of sick leave under the previous agreements.

In order to recognize and acknowledge that these employees should not be penalized for having accumulated sick leave hours under the previous agreements which stated that "upon retirement, an employee with ten (10) or more years of continuous service receives a cash payment equal to 25% of the unused balance of sick leave, based upon the hourly rate equivalent to the employee's salary at the time of retirement" the following arrangement will be made by the District on behalf of the employees listed below that are impacted by the change in sick leave accumulation.

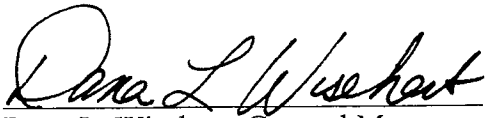
An affected employee may choose to:

1. Allocate a portion of or all accumulated sick hours greater than the 600 maximum hours that can now be accumulated as of July 1, 2007 to be transferred to a separate account to be maintained by the District until the employee separates from the District at which time, in addition to the provisions within the new MOU, the employee will receive a cash payment of 25% of the unused balance of sick leave hours transferred and held in this separate account, based upon the hourly rate equivalent to the employee's salary at the time of separation of employment with the District. The hours set aside in this separate account are not available for use by the employee in the future for anything but the cash payment at separation of employment.
2. Allocate a portion of or all of the accumulated sick hours greater than the 600 maximum hours that can be accumulated as of July 1, 2007 to be used in the future for sick leave or injury but these hours shall not be eligible to the employee for any further cash-out or conversion to vacation leave with respect to such hours as laid out in Section 23 (Sick Leave Provision) of the MOU.

Affected employees (e.g. Mike Ellis, Carl Inglis, Murray McEachron, Paul Carter, Pete Dal Pozzo) will utilize a form designed and provided by the District to choose one or a combination of both of the above methodologies they elect to use *on a one-time basis* for the sick leave hours they have accumulated above six hundred (600) hours as of July 1, 2007. The employee and the District's General Manager will sign the document

indicating the employee's decision for allocation of excess hours and a copy of the document will be provided to the employee and the original document will be maintained in the employee's personnel file. Once the employee has allocated his/her excess accumulated sick hours, as allowed above, this decision can not be amended in any way without the mutual consent of the District and the employee.

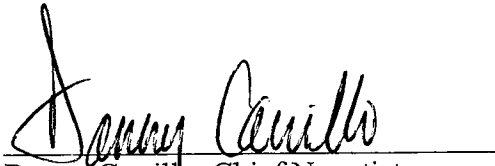
This Addendum No. 1 to the 2007-2019 MOU is agreed to as described above, by the District and SEIU:



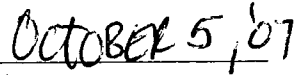
Dana L. Wisheart, General Manager
United Water Conservation District



Date



Danny Carrillo, Chief Negotiator
Service Employees International Union



Date

Addendum No. 2 to 2007-2019 Memorandum of Understanding between the United Water Conservation District and the Service Employees International Union – Addition of Recreation Department Employee Premium Pay

Effective July 1, 2007, with the ratification of the July 1, 2007 through June 30, 2019 Memorandum of Understanding between the United Water Conservation District (District) and the Service Employees International Union (SEIU):

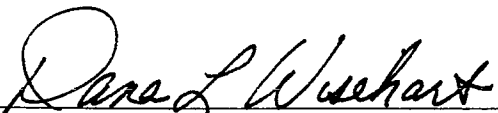
Section 6.3 of the MOU will be amended to read as follows:

Water Treatment Certification: The District will pay a premium of two and one-half percent (2½%) of a staff member's regular base salary for possession of a valid California Department of Health Services (DHS) Water Treatment Certification of Grade 2 or higher. The premium will be paid out every pay period on the employee's regular paycheck. The premium pay is not available for possession of a DHS Distribution Certification of any grade, and it only is available to Operations & Maintenance Department staff *not* stationed at the El Rio site and to Park & Recreation Department Ranger staff.

Section 6.4 will be added to the MOU and will read as follows:

EMT Certification: The District will pay a premium of two and one-half percent (2½%) of a staff member's regular base salary for possession of a valid Emergency Medical Technician I (EMT-I) Certification issued by the County of Ventura. The premium will be paid out every pay period on the employee's regular paycheck. This premium is available only to Park & Recreation Department Ranger and Park Services staff.

This Addendum No. 2 to the 2007-2019 MOU is agreed to as described above, by the District and SEIU:


Dana L. Wischart, General Manager
United Water Conservation District

10/16/07
Date


Danny Carrillo, Chief Negotiator
Service Employees International Union

Oct. 16, 2007
Date

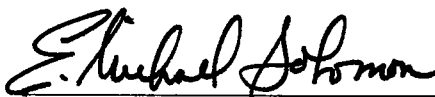
Addendum No. 3 to 2007-2019 Memorandum of Understanding between United Water Conservation District and the Service Employees International Union, Local 721 – Addition of O&M Electrician and Instrumentation staff to list of employees eligible to receive premium pay for Water Treatment certification of Grade 2 or higher.

Effective June 9, 2010, sections 6.1 and 6.3 of the MOU are amended to the following:

Premium Pay


- 6.1 The District recognizes that, though possession of certain skills and certifications may not be required for an employee's current position, it is beneficial for particular business reasons to have these skills and certifications in reserve and to have qualified staff ready to move into other positions which might become vacant. Consequently, the District offers salary premiums for certain job classes upon acquisition and maintenance of these certifications. Valid certification or license documents must be presented before premium pay can be received.
- 6.3 Water Treatment Certification: The District will pay a premium of two and half percent (2 ½ %) of a staff member's regular base salary for possession of a valid California Department of Health Services (DHS) Water Treatment certification of Grade 2 or higher. The premium will be paid out every pay period on the employee's regular paycheck. This premium pay is not available for possession of a DHS Distribution certification of any grade, and it only is available to Operations & Maintenance Department staff *not* stationed at the El Rio site, O&M electrician and instrumentation staff and Park & Recreation Department Ranger staff.

This Addendum No. 3 to the 2007-2019 MOU is agreed to as described above, by the District and SEIU, Local 721:



E. Michael Solomon, General Manager
United Water Conservation District

7/21/10
Date



Danny Carrillo, Chief Negotiator
Service Employees International Union, Local 721

7/28/10
Date

United Water Conservation District

July 1, 2007 through June 30, 2019



**SEIU Local 721
2472 Eastman Ave., Suite 30
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(805) 644-8291
www.seiu721.org**