

HEBER PUBLIC UTILITY DISTRICT

REPORT TO BOARD OF DIRECTORS

MEETING DATE: July 11, 2016

FROM: Laura Fischer, General Manager

SUBJECT: Adopt Resolution 2016-10 to approve Memorandum of Understanding MOU between the District and Natural Resources Technical Association NRTA

ISSUE: Shall The Board Adopt Resolution 2016-10 approving the MOU between the District and Natural Resources Technical Association Employees?

GENERAL MANAGER'S RECOMMENDATION:

Adopt Resolution 2016-10 approving the MOU between the District and NRTA Employees.

FISCAL IMPACT:

The 4% salary increase afforded in this MOU has been included in the adopted FY 2016-17 District operating budget.

DISCUSSION:

As directed by the HPUD Board of Directors, staff has met and consulted in good faith regarding the terms and conditions of employment addressed in the MOU. The NRTA employees have agreed to modify the existing MOU concerning certain terms and conditions of employment and staff has presented these changes to the Board of Directors during Closed Session tonight and at prior meetings.

CONCLUSION:

It is in the best interest of the District to adopt Resolution 2016-10 approving the MOU between the HPUD and Natural Resources Technical Association Employees to ensure all employees working under this Agreement receive equal and fair benefits.

Respectfully Submitted,

Laura Fischer, General Manager

Attachment: Resolutions 2016-10
Modified Memorandum of Understanding between HPUD and NRTA Employees

RESOLUTION NO. 2016-10

**A RESOLUTION OF THE HEBER PUBLIC
UTILITY DISTRICT ESTABLISHING TERMS AND
CONDITIONS OF EMPLOYMENT WITH
NATURAL RESOURCES TECHNICAL
ASSOCIATION**

WHEREAS, the Heber Public Utility District (hereinafter “Heber Public Utility District”) and representative of the employees represented by the recognized Natural Resources Technical Association (hereinafter “Employees”) have met and consulted in good faith concerning the terms and conditions of employment addressed by this resolution; and

WHEREAS, the Heber Public Utility District and the Employees have agreed to modify the existing Memorandum of Understanding concerning certain terms and conditions of employment; and

WHEREAS, the Heber Public Utility District desires to provide reasonable compensation and terms and conditions for employees, weighting the fiscal constraints imposed upon the District to adopt this resolution.

NOW, THEREFORE THE HEBER PUBLIC UTILITY DISTRICT RESOLVES:

1. Agreement. The Agreement between the Heber Public Utility District and the Natural Resources Technical Association (a copy of which is attached to this Resolution and on file in the Office of the Clerk of the Board), is hereby adopted.
2. Effective Dates. Except as provided by the agreement, the terms and conditions of employment as provided by this resolution and the agreement are effective July 1, 2016. This resolution shall remain in full force and effect through June 30, 2019, or until a successor resolution is adopted by the Heber Public Utility District.

PASSED, APPROVED AND ADOPTED this 11th day of July 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By _____
Tony Sandoval,
President of the Board

ATTEST:

By _____
Raquel Carrillo,
Clerk of the Board of Directors

AGREEMENT
BETWEEN
NATURAL RESOURCES TECHNICAL ASSOCIATION
AND
THE HEBER PUBLIC UTILITY DISTRICT
JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

This Agreement (hereinafter "Agreement") is made and entered into between The Heber Public Utility District (hereinafter "Heber" or "HPUD") and "Natural Resources Technical Association" (hereinafter Employees Association or NRTA).

ARTICLE 1 - RECOGNITION AND STATUS OF AGREEMENT

Section 1. Heber recognizes the Natural Resources Technical Association as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment pursuant to California Government Code Section 3500 et seq, for all employees listed in Art. 1; Sec. 1; sub-section a).

a) Lead Operator; W/WW Operator; W/WW OIT; Parks Maintenance and Utility Maintenance worker.

Section 2. Heber agrees that no employee hereunder will be coerced or discriminated against by Heber, its officers or agents, because of membership in or lawful activity on behalf of the NRTA.

Section 3. Any decisions or agreements relating to matters within the scope of representation, or to the interpretation or application of this Memorandum of Understanding, made jointly between Heber and the NRTA shall be binding on every individual claiming or entitled to the benefits of this Agreement.

Section 4. To the extent permitted by law, the specific provisions of this Agreement prevail over Heber practices, policies, procedures, rules and regulations pertaining to employees. Except as expressly set forth in this Agreement, all existing ordinances, resolutions, and policies of Heber pertaining to the employment relationship shall remain in full force and effect.

Section 5. During the term of this Agreement, negotiations may occur on matters contained herein by mutual consent of the parties. However, both parties otherwise expressly waive the right to meet and confer concerning matters contained in this Agreement during the life of the Agreement.

Section 6. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

Section 7. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

ARTICLE 2 - MANAGEMENT RIGHTS

It is understood and agreed that Heber retains all of its power and authority to manage District services and the work force performing those services. So long as Heber exercises such exclusive authority in conformance with the express specific terms of this MOU. The following are examples of such rights:

- 1: Determine and modify the organization of Heber government and its constituent work units
- 2: Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- 3: Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- 4: Direct employees, including scheduling and assigning work, hours, and overtime.
- 5: Establish employee performance standards and to require compliance therewith. Prior to any changes of existing, both parties must meet and confer.
- 6: Discharge, suspend, demote, reduce in pay reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of the current agreement.
- 7: Relieve employees from duty because of lack of work or lack of funds
- 8: Implement rules, regulations and directives consistent with the law and specific provisions of this agreement.
- 9: Take all necessary action to protect the public and carry out its mission in emergencies.

ARTICLE 3 – EMPLOYEE ASSOCIATION RIGHTS

Section 1. The parties recognize the right of employees to form join and participate in lawful activities of employee organizations, and the equal and alternative right of employees to refuse to form, join or participate in employee organization activity.

Section 2. Personnel Files. The personnel file of each employee shall be maintained at Heber's central administration office and shall not be removed for any reason, except as authorized by law. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

Employees shall be provided with copies of any derogatory written material five (5) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours, and without loss of pay, to initial and date the material. The employee shall have a right to prepare a written response to such material within the five (5) work days. The written response shall be attached to the material.

An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file once a year. The employee must obtain the approval of the manager.

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of Heber when actually necessary in the proper administration of Heber's affairs. Heber shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her NRTA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

Any material dealing with discipline to be filed in the employee's file must be signed or

acknowledged by the employee.

Section 3. Natural Resources Technical Association Staff Assistance. Shop Stewards, Local NRTA officers shall be entitled to seek and obtain assistance from NRTA staff personnel, at reasonable times and in reasonable increments, for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this Agreement or the law.

Section 4. Use of Facilities. Upon request, with reasonable notice and without charge, the NRTA shall be granted the right to use the shop lounge or conference room for lawful NRTA business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld.

Section 5. Bulletin Boards. A bulletin board accessible for posting of notices to employees will be provided by Heber, and will be marked "HEBER PUBLIC UTILITY DISTRICT NATURAL RESOURCES TECHNICAL ASSOCIATION BULLETIN BOARD".

Section 6. Non-Discrimination. Neither Heber nor the NRTA shall discriminate against any employee covered by this Agreement on the basis of race, color, sex, religion, national origin, age, physical handicap, or for exercising any employee rights contained in this Agreement or the law.

Section 7. Heber Records. The NRTA shall have the right at reasonable times to review and/or receive any documents in Heber's possession, which are open by law to public inspection.

Heber shall provide, upon request, the NRTA each year with a list of employees within the bargaining unit their designated worksites and positions/classifications.

Section 8. Notice Requirements. Notices required by this Agreement or by law shall be delivered either by hand or Certified U.S. Mail to the Local NRTA and Heber.

Section 9. Shop Stewards. There shall be a Shop Steward appointed in order to facilitate this Agreement. This appointment shall be made by the NRTA Representative.

ARTICLE 4 – WORK SCHEDULES AND ASSIGNMENTS

Section 1. Workday. The workday begins at 7:00 AM and extends through 4:00 PM, except for mutually agreed seasonal adjustment.

Section 2. Workweek. The workweek shall consist of five (5) consecutive days, Monday through Friday inclusive, of eight (8) consecutive hours each, exclusive of meal periods, followed by two (2) consecutive days off, subject to the reasonable business needs of Heber.

Section 2A. Weekend Duty. If assigned to weekend duty, Water and Waste Water Operators shall work no more than four (4) hours for weekend duties on Saturday and Sunday, unless an emergency arises. HPUD will pay over-time (1.5 times regular pay) to Operators for hours worked over 40 hours for that work week. Operators will be compensated over-time (1.5 times) for actual number of hours worked or Operators may elect to take an equal amount (1.5 times) of compensatory time off, which may be used on the following Friday of the next week or such other day as approved by their Supervisor and as consistent with HPUD operational needs.

Section 3. Standby Time. An employee who is required during his/her off-duty time to remain accessible by telephone or "beeper" and who is required, upon notification, to respond to work is considered to be "on-call". An employee on-call during any period during his/her workweek shall receive one (1) hour pay per each day on call, at the over-time rate of pay (1.5 times regular hourly rate), (whether or not he/she is actually called out for work during that workweek). An employee on "on-call" status agrees that any employee that fails to respond to any call out in a reasonable time will not be entitled to any Standby Time.

1. Not to go to Mexico.
2. Must respond to the call within thirty (30) minutes.
3. Must arrive at the job site within one hour (60) minutes of receiving the call.

Section 3A. Call-Back Pay. An employee who has been released from work and has left the work premises shall, if he/she is called back to duty, be paid for the reasonable estimate of the time required for him/her to travel from his/her residence to the work area and for the time he/she actually works. The total time of call-back pay, including travel time, shall not be less than two (2) hours at the appropriate rate.

Section 3B. Call-Back Pay for On-Call Operator (Standby Operator). The On-Call Operator or Operator on Standby shall receive the same call-back pay as outlined in Section 3A.

Any employee that fails to respond to any call out in a reasonable time will not be entitled to any Call-Back Pay.

Section 4. Changes in Shift Assignment. Heber shall not change working hours or shift assignments of employees or positions except for lawful purposes in the exercise of its management rights.

Section 5. Rest Breaks. Two (2) fifteen (15) minute rest periods shall be granted to employees each work day and shall be scheduled at or about midpoint between the start of the shift and the meal period, and midpoint between the meal period and the end of the work shift.

Section 6. Meal Periods. All employees shall be entitled to a one (1) hour (sixty (60) minute) duty free lunch period which shall be scheduled at or about the midpoint of each work shift. All Employee's, including the On-Call Operator's (Standby Operator) lunch period can be one-half hour (.5 hour) if mutually agreed upon between the employee and the Chief Operator or General Manager consistent with the needs of the District. During any emergency, HPUD may require that employees work through a rest break or meal period. In these instances HPUD will pay for actual time worked at regular rate. If the employee works over 8 hours per day as a result of missing a meal or break period due to emergency, HPUD agrees to compensate said employees for actual time worked at time and a half (1.5 times).

Section 7. Report Time Guarantee. There shall be a guarantee of four (4) hours to any employee reporting to work on his/her scheduled day, except when work is not available because of circumstances beyond the control of the Employer.

ARTICLE 5 - COMPENSATION AND OVERTIME PAY

Section 1. Salary Schedule. The salary schedule for all employees is set forth in Appendix A and is incorporated into this Agreement by reference.

Section 2. Hourly Rate. The regular (straight-time) hourly rate of pay is determined by multiplying the monthly rate of pay by twelve (12) and dividing the result by 2,080.

Section 3. Overtime Rates. Overtime is payable for all hours worked in excess of forty (40) hours per week or after 8 hours of work in a given day. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Compensatory time may be awarded in lieu of pay if mutually agreed to by Heber Public Utility District and the employee. Compensatory time off may be used by the employee upon reasonable notice of not less than seven (7) days so long as the time off does not unduly interfere with the work and operation of Heber Public Utility District.

At the discretion of Heber Public Utility District, and subject to budgetary constraints, Heber Public Utility District will buy back accrued comp time annually over the term of the agreement. Alternatively, employees will be encouraged to use accrued comp time on an orderly basis over the term of the agreement. Employees may not accrue more than 240 hours of comp time. Any employee that has in excess of 240 hours of comp time accumulated will be paid for any overtime accrued. Any employee that has in excess of 400 hours of comp time accumulated will be paid for excess time at the rate of 20 hours per month until the amount of accumulated comp time is lowered to 240 hours.

Double time shall be paid as required by existing California law.

Any work ordered, authorized, permitted or suffered shall be considered time worked for the purpose of computing overtime. Heber shall not allow employees to perform regular or overtime work without the payment of compensation at the applicable rate of pay.

Section 4. Holiday Pay. An employee who is required to work on any of the holidays set forth elsewhere in this Agreement shall receive his/her applicable rate of pay (either regular or overtime) for all hours actually worked on that holiday, and, in addition, will receive for hours actually worked pay at one and one-half (1-1/2) times his/her regular hourly rate, and shall receive no additional time off.

If an employee has previously indicated to Heber that he/she will take the equivalent of the holiday off (compensatory time off) at a later mutually convenient time, he/she will not receive the extra eight (8) hours pay at one and one-half (1-1/2) times the regular rate, but instead will be paid for the time worked on the holiday at the applicable rate of pay, either straight-time or overtime.

If an employee is not required to work on a holiday because it is observed on his/her regularly scheduled day off, the employee will receive eight (8) hours pay at the straight-time rate or he/she may accrue the holiday for later liquidation as compensatory time off.

A holiday occurring during an employee's vacation period will be observed as a paid holiday when it occurs and the vacation period will be extended accordingly, if the employee so desires.

If an employee is not required to work on a holiday, and if the holiday is not observed on one of his/her regularly scheduled days off, the employee will take the holiday off and will receive eight (8) hours pay at the straight-time rate.

Section 5. Out-of-Class-Pay. If an employee is temporarily assigned to perform the duties of another job classification he/she shall be paid ten percent (10 %) above his/her regular rate of pay for all hours the employee is assigned duties of another job classification. To qualify for the out of classification pay, the employee must work a minimum of 20 hours in any work week in such classification.

Section 6. Uniform Allowance.

- A. Uniforms. When uniforms are required to be worn, the cost of uniforms shall be paid by HPUD. Employees may not change the uniform orders without first obtaining written permission from the General Manager or his/her designee.

According to Resolution 2015-16 the Heber Public Utility District will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The District will report the uniform allowance on an annual basis to CalPERS in June each year. The uniform allowance amount reported to CalPERS will derive from the Heber Public Utility District's total fiscal year budgeted amount for providing and maintaining the employee's uniforms, not to exceed \$500 per year, per employee.

- B. Safety Shoe Allowance. Heber will provide one (1) pair of safety shoes per year or as needed for those employees in positions where the use of such shoes is mandated by State or Federal regulations. Heber will adhere to CAL-OSHA safety requirements related to this Section. Heber will pay up to \$200.00 for a pair of shoes. Money will be reimbursed to employee when purchase receipt is submitted to the District Office. If an employee expends less than \$200.00 on a given year no money will be reimbursed or credited for the difference between the \$200.00 and the money expended.

Section 7. Annual Evaluation. Heber agrees to evaluate each employee in writing no less than annually, and will discuss the contents of each written evaluation with the employee

Section 8. Incentive Pay.

Operator Certification:

Each Heber employee who successfully completes training in water, wastewater or both, and receives appropriate certification, issued by the California Office of Operator Certification, and upon filling one of the positions described on Appendix A, pay schedule, recommended personnel section, for the HPUD operations, shall receive the salary increase as indicated on the pay schedule Appendix A. Filling of position may be approved by HPUD General Manager.

Heber will pay for the renewal of certifications in the water and wastewater, with the following condition:

1. If employee leaves the District between six (6) months from the date of

renewal of any certification he/she shall reimburse the District for total amount paid for the renewal(s).

Heber will also pay for testing fees for certifications in water and wastewater, and they also pay mileage when they go take the examination. This will be paid under the following condition:

1. Examination fees and mileage reimbursement will be paid by District when employee demonstrates and provides proof that he/she has successfully passed the examination.

Educational Incentive Program:

A. General Guidelines

1. All actions regarding the Educational Incentive Program, as defined herein, shall require the approval of the affected employee's supervisor and the General Manager.
2. It shall be the employee's responsibility to submit written applications and supporting documentation for consideration under this program.
3. Additional documentation may be required from the employee by the District or General Manager.
4. The Supervisor and General Manager may consult with staff members and/or educational authorities when necessary to determine acceptability of educational programs proposed for educational incentive pay.
5. The General Manager shall determine acceptability of proposed educational incentive programs, and grant approvals in such a manner so as to encourage and promote the satisfactory completion of those courses which tend to result in a higher proficiency of the employee in his job classification.

B. Conditions

1. Minimum requirements to qualify for educational incentive compensation:
 - a. Current full-time employment with the Heber Public Utility District with a minimum of one year continuous full time service, for units earned up to and including an AA degree, and with a minimum 3 years full time continuous service up to and including a BA degree.
 - b. Satisfactory completion of approved educational programs such as college courses, adult educational courses, seminars, etc., related to the employee's occupation in excess of the occupational minimum requirements of the job class the employee occupies.
 - c. Approval by the employee's supervisor and General Manager as defined herein.

Tuition and Books Reimbursement:

1. The District shall reimburse the employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Imperial Valley College shall be used as the standard); provided:
 - a. The maximum amount paid for educational incentives including tuition and books does not exceed \$500.00 per employee per year.

- b. Such course directly pertains to the employee's present duties and/or pertains to the next step toward promotion in his/her field of endeavor.
- c. A written request must be submitted and approved by his/her department supervisor and the General Manager prior to the date of the first meeting of the course.
- d. The employee receives a passing grade in said course.
- e. The employee remains in the employ of the District for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from his/her final check.

ARTICLE 6 - DISCIPLINE

Section 1. Just Cause. Discipline shall be imposed on permanent employees only in accordance with the terms of this Article and for just cause, consistent with and subject to applicable law.

A: Probationary employees (that is, new employees with less than six (6) months of service) may be dismissed at any time during the probationary period and such action shall not be subject to this Article or the Grievance Procedure, so long as the dismissal is a probationary release.

B: Progressive discipline shall be used regarding matters such as, but not limited to: unsatisfactory job performance; infraction of procedures, tardiness, and abuse of leave time or excessive absences. Progressive discipline shall consist of the following steps: (1) written warning, (2) written reprimand, (3) suspension not to exceed five (5) days; (4) written report recommending suspension and/or dismissal; and (5) dismissal.

C: The progressive discipline rules shall not apply in cases of insubordination; refusal to obey a lawful order of a supervisor or manager; or disobeying any rules set forth for safety reasons.

D: A disciplinary report shall contain a description of the events requiring disciplinary action, and may contain a remedial plan outlining steps for the employee to correct the situation. Such reports shall be placed in the employee's personnel file for each step taken.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. The following grievance procedure is available to any employee who has an employment related complaint. Grievances may be initiated by the employee, or the NRTA on behalf of the employee or on behalf of the NRTA.

Step 1

The aggrieved person must present a written complaint on the NRTA grievance report form to his/her manager within five (5) working days of the occurrence of the act, event or omission constituting the alleged grievance. If the employee fails to comply with this Section, he or she shall waive their grievance rights. Upon receipt of the said complaint, the manager shall respond in writing within five (5) working days.

Step 2

If the employee feels the grievance is not resolved by Step 1, he/she shall have the right to demand in writing a hearing before the Public Utility District. If no written demand for

a hearing is received within five (5) working days following the manager's written response, the employee waives his/her right to a hearing. The Public Utility District shall give the employee written notice thereto. A written record shall be kept of all such proceeding and written notice thereto. A written record shall be kept of all such proceedings, and written findings of the Public Utility District shall be issued to both the employee and the manager.

The NRTA shall have a copy of the original grievance filed from Step 1 forward. Employee filing grievance has the right of NRTA representation.

TIME LIMITS

Extension of Time Limits

The time limits of each Step may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be in writing and the statement by both parties involved at the Step to be extended.

Section 2. No Strike. No Lockout

The Employer and the NRTA agree that the grievance procedure herein shall be the sole and exclusive means of resolving all disputes arising during the term of this Agreement and accordingly, neither the NRTA nor the employees will instigate, promote, engage in or condone any strike, slowdown, concerted stoppage of work, refusal to perform any work, nor shall any employee be, in any way, involved or participate in any sympathetic strike by another bargaining unit or NRTA.

ARTICLE 8 - HOLIDAYS

New Year's Day	January 1 st
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Veteran's Day	November 11 th
Christmas Day	December 25 th
Martin Luther King's Day	3 rd Monday in January
Employee's Birthday	various dates
Caesar Chavez Day	March 31 st

Section 2. Weekend Holidays. When a holiday herein falls on a Sunday, the following Monday shall be deemed to be the holiday. When a holiday herein falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday.

Section 3. Holiday Credit. In order to receive credit for a holiday, an employee must be in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday.

Section 4. Paid Status Defined. Time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other mutually agreed paid leave of absence shall be considered as time worked by the employee, for the purpose of determining paid status. Paid status will not include any time off related to work related injury or disability.

Section 5. Additional Holidays. Any day declared by the President or Congress of the United States as a public fast, thanksgiving or holiday shall be considered a paid holiday and subject to the provisions of this Agreement. Any additional holiday declared by the President or Congress shall be for the initial declaration only.

Section 6. Holiday Records. All holidays are to be recorded for each employee and must be reported on the payroll time sheets.

ARTICLE 9 - SICK LEAVE

Section 1. Sick Leave – Regulations.

- A. Employees shall be granted sick leave at the rate of one (1) day for each full calendar month from employment. An employee may also opt to take up to 40 personal hours in lieu of unused sick leave.
- B. If sick leave for illness or injury exceeds three (3) working days, the employee, prior to return to work, upon request, shall submit a statement of such disability from a physician, surgeon or other person practicing a recognized healing art. The statement shall certify that the employee's physical condition prevented him from performing the duties of his position during the period of absence.
- C. Persons permanently employed on a half-time basis or more, but less than fulltime, shall be entitled to receive sick leave benefits at one-half (1/2) the regular rate.
- D. If an employee sustains an illness or injury which is incurred in the course of his employment with Heber, he shall receive his full pay for the waiting period not to exceed seven (7) days following such disability as defined by State law. Such compensation shall not be deducted from the employee's sick leave credit, or comp time if any. The employee shall be entitled to full pay through the waiting period, even in the absence of sick leave or comp time.
- E. When weekly Disability payments are being made under State Disability or Workers' Compensation laws, accrued Sick Leave Benefits may be used provided that the total amount received by the employee shall not exceed normal compensation. The burden of proving the payment of Workers' Compensation Benefits is with the employee, so that prorated Sick Leave Benefits can be computed.
- F. Heber consents to allow sick leave to be used when a member of the immediate family (mother, father, son, daughter, wife or husband) is sick and needs care by the employee. Notification of absenteeism should be done on the first day to the immediate supervisor at the beginning of his/her regular working schedule, if absent for more than two (2) consecutive days proof of illness or injury from a physician or surgeon ~~should~~ *shall* be submitted to the District Office.

Section 2. Additional Sick Leave. After exhaustion of paid sick leave, an employee who is ill or injured may, upon written request, use accumulated vacation or other credited paid leaves to avoid leave without pay.

Section 3. Return After Extended Illness. If, during the period covered by Additional Sick Leave or Medical Leave, an employee is physically able to return to work, he/she shall be immediately returned to the position and classification held prior to the leave, without loss of benefits or seniority after providing HPUD with a medical release to return to work. HPUD, at its sole discretion, may declare a position vacant and fill the position of any employee that has expended all sick leave, vacation leave, comp time or any other compensatory time and is still not able to return to work.

ARTICLE I0-VACATION

Section 1.

- A. All vacation leave requests must be made in writing and approved prior to the employee taking the time off. Employees shall be entitled to vacation leave based upon number of years of employment as follows:

0 to 10 years	120 hours
11 to 15 years	160 hours
15 years and above	200 hours

Any vacation time on the books at the time of ratification is grandfathered. Any vacation time grandfathered in must be taken with-in the time frame of this agreement. After June 30, 2010 all vacation time will be subject to the restrictions listed in sub-section D Accumulation.

- B. Half- Time. Persons permanently employed on a half-time basis or more, but less than full-time, shall be entitled to receive vacation at one-half (1/2) the regular rate.
- C. Scheduling. Vacation leave shall be scheduled and approved.
- D. Accumulation. No employees may have an accumulated amount of vacation leave that exceeds 240 hours after January 1, 2010. Any employee that has accumulated more than 240 hours must take vacation time to reduce the accumulated leave to no more than 240 hours.
- E. Separation From Heber. Upon separation from Heber employment, compensation shall be paid for vacation leave which has been earned, but not taken.
- F. Paid Vacation Restriction. No paid vacation shall be allowed except earned vacation leave.

Section 2. Vacation Liquidation. Leave may be taken up to the full amount accrued at time of vacation, or it may be taken one (1), two (2) or three (3) weeks at a time if approved. Vacation of less than one (1) week including fractions of a day shall only be granted upon prior written request and approval of Heber which approval shall not be unreasonably withheld.

Heber will make every effort to grant vacation at time preferable to the employees, consistent with work requirements and the providing Heber services.

At the request of the employee, vacation leave may be awarded, administered and liquidated as sick leave or used concurrently with State Disability or Workers' Compensation benefits. However, total benefits shall not exceed normal compensation.

Section 3. Vacation Annual Conversion. All employees covered by this agreement shall be eligible for an annual conversion of up to 40 hours of accrued vacation leave to cash, subject to the availability of funds, on the following basis: 1) The employee must have at least 40 hours of vacation as of the date of conversion. 2) Employee must make a written request to convert vacation leave to cash at least one pay period prior to the first regular payroll date in December. 3) Cash payments for converted vacation leave will be paid on the first regular payroll in December.

ARTICLE 11 - OTHER LEAVES

Section 1. Bereavement Leave. (A) Whenever an employee is absent from work because of death in the immediate family, he/she shall be entitled to three (3) paid working days, to be paid by Heber. (B) If needed, an employee is to be granted two (2) additional days off with pay for attending or arranging the funeral, beyond five hundred (500) miles. HPUd may request proof of necessity of employee having to make the arrangements.

A. The immediate family shall be any of the following:

Father	Spouse
Father-in-law	Son (includes step son)
Mother	Daughter (includes step-daughter)
Mother-in-law	Grandmother
Sister	Grandfather
Sister-in-law	Son-in-law
Brother	Daughter-in-law
Brother-in-law	Grandchildren
Wife	

B. The granting of this leave shall not affect the employee's vacation.

C. All bereavement leave must be reported on payroll sheets, with an indication of the relationship of the deceased family member. Upon request, a death certificate shall be supplied.

Section 2. Jury Duty.

A. Any permanent employee called for Jury Duty or subpoenaed by any legislative, judicial or administrative tribunal shall be allowed time away from work on their scheduled work day with pay for such purposes. Upon receiving any sums paid for such service, the employee shall submit the payment, or its equivalent, to the General Manager. The employee may, however, retain mileage pay received.

B. An employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

C. If any employee is excused from Jury Duty Service on a scheduled work day, the employee shall immediately upon release report for work to complete the remaining hours of their scheduled work shift. The only exception may be where less than thirty (30) minutes of time remain of their normal scheduled hours or if the hours spent on Jury Duty are equal to

or more than the hours scheduled to work that day. For the employee to receive pay for Jury Service, the employee must provide a time released receipt from the court.

Section 3. Maternity Leave. Maternity leave will be granted to a permanent female employee for a period specified both before and after the birth of the child. The length of maternity leave will be per State and Federal laws.

Section 4. Leave of Absence and Military Leave. Every person who is employed by Heber may be allowed a leave of absence without pay, not to exceed ninety (90) working days. An employee shall not be entitled to receive the benefits of vacation, holiday or sick leave provisions of this chapter while on such leave, but shall continue to receive the benefits of continuous service. Military leave shall be granted in accordance with the provisions of State and/or Federal law.

ARTICLE 12 - HEALTH BENEFITS

Employees covered by this agreement will receive the same Health Benefits as afforded all other HPUD Employees.

ARTICLE 13 - RETIREMENT PLAN

Employees covered by this agreement will receive the same retirement coverage afforded to all other HPUD Employees.

ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH

Section 1. General Provisions. Heber agrees to provide each employee any and all safety equipment as determined and approved by the Heber P.U.D. and CAL-OSHA annually if deemed necessary.

Section 2. Investigation. Heber should, upon written request of an employee, investigate reported cases of contagious and/or infectious diseases or other health/safety problems which are likely to be detrimental to the health or safety of the employee.

Each employee covered by this agreement may at their option request in writing medication for flu shots, hepatitis and related vaccines in conjunction with their work requirements. Authorization for any vaccines will be at the sole discretion of the General Manager.

Section 3. Right to Refuse Unsafe/Unhealthful Work. Employees have the right to refuse performance of work he/she reasonably believes poses an imminent hazard to his/her health or safety, or to the health or safety of fellow employees or the public. However, no employee has the right to refuse to complete work after determination by any competent supervisor or manager that the work does not pose an imminent hazard to his/her health or safety.

Section 4. No Discrimination. No employee shall be in any way discriminated against as a result of reporting conditions believed to be health/safety hazards.

Section 5. Health/Safety Committee. If Heber establishes a health and/or safety committee, the NRTA shall have the right to appoint an employee to serve on said committee

ARTICLE 15 - CLASSIFICATION

Section 1. Reclassification. Whenever the duties actually performed by an incumbent in a position are not actually reflected in, or reasonably related to, the specific statement of duties required to be performed, and the duties will be extended or needed on a continuing basis, the employee may be entitled to have the position reclassified. It is the intent of this Section to provide for reclassification where there has been an increase in, or change in, the duties being performed by employees in such positions, where such increases or changes are not temporary in nature. Reclassification is distinct and separate from "temporarily working out of class" and from the upgrading of salary ranges of positions where the duties have not changed.

Section 2. Reclassification Procedure. Employee submits request to the Manager. If the Manager agrees, it will be submitted to the Board. If the Manager disagrees, the employee may appeal the request to the Board.

ARTICLE 16 - HIRING PROCEDURES

- A. Probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and fitness of the employee to the assigned work.
- B. The probationary period for Bargaining Unit employees shall be twelve (12) months. The General Manager may extend the probationary period for six (6) months.
- C. If an employee is let go through the probationary period, said employee shall have no rights to the Grievance Procedure. Upon completion of probationary period, said employee's seniority shall revert to date of hire.

ARTICLE 17 - RESIGNATION AND TERMINATION OF EMPLOYMENT

Section 1. Employees having personal reasons may voluntarily separate themselves from employment with Heber. Two (2) week's notice of intended separation is desired so that management may have sufficient time to obtain a necessary replacement.

Section 2. All employees covered by this Agreement have the right to appeal their discharge according to the grievance procedure. Written notice of discharge should inform or remind the terminating employee of this right.

ARTICLE 18 – EMPLOYEE ASSOCIATION MEMBERSHIP

Any employee employed as of the date of acceptance of this Agreement by NRTA and Heber Public Utility District and thereafter during the term of this Agreement shall, as a condition of continuing employment with Heber Public Utility District, and, in the case of a newly hired employee, within thirty (30) calendar days of employment, execute a payroll deduction authorization form as furnished by the NRTA, and thereby become and remain a member in good standing in the NRTA; or execute a payroll deduction authorization form as furnished by the NRTA, and there by pay to the NRTA a service fee; or, in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Association, and thereby pay sums equal to service fees to (1) Neighborhood House, (2) Salvation Army, or (3) M.S. Society.

Heber shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

Upon fifteen (15) days' notice to Heber Public Utility District from the NRTA that an employee described above has failed to maintain the employee's membership in good standing or has failed to maintain employee's current service fee payment or has failed to maintain employee's current charitable contribution payments to the charity designated above, then the Heber Public Utility District shall (1) counsel the employee of the employee's obligation under this provision, and (2) inform the employee that further failure to maintain the appropriate payments shall subject the employee to discharge.

The fifteen (15) day notice to Heber Public Utility District shall also include a copy of the letter sent to the employee, return receipt requested, which informed said employee of (1) the exact amount due, (2) how the amount was calculated, and (3) the exact date when the amount due must be paid.

The service fee payment shall be established annually by the NRTA.

The NRTA shall indemnify and save harmless the Heber Public Utility District, its officers and employees from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments and other proceedings arising out of any discharge action resulting from this provision.

ARTICLE 19 - DRUG & ALCOHOL POLICY

Substance Abuse Policy

Purpose

The parties agree on the importance of a safe work environment. To the extent that drug and alcohol use and abuse compromise work place safety, the parties adopt this Policy as a means of achieving their mutual intent to create and maintain a drug and alcohol free work place.

The parties also recognize that drug and alcohol abuse is an illness. It is therefore the intent of the Policy to set forth not only a uniform substance abuse testing procedure, but to provide, where appropriate, reasonable opportunity for the rehabilitation and eventual return to work of those persons found in violation of this Policy.

The drug & Alcohol Policy and Substance Abuse Policy are set forth in Appendix B and are incorporated into this Agreement by reference.

ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall be and remain in effect from July 1, 2013 to and including June 30, 2016, and from year to year thereafter, unless alteration or amendment is requested in writing within sixty (60) days prior to its expiration.

After timely notice to alter or amend this Agreement is served by one party upon the other, the

parties shall meet and confer at reasonable times and places to negotiate a successor Agreement. The terms and conditions of this Agreement shall remain in full force and effect until ratification of a successor Agreement by both parties.

HEBER PUBLIC UTILITY DISTRICT

NATURAL RESOURCES TECHNICAL
ASSOCIATION

Tony Sandoval, President
Heber Public Utility District

Edoardo Gonzalez, NRTA
Representative

Date

Date

Laura Fischer, General Manager
Heber Public Utility District

Matt Hughes, NRTA
Representative

Date

Date

APPENDIX "A"
WAGE RATES/SALARIES

		July 1, 2016		July 1, 2017		July 1, 2018	
		Salary Increase		Salary Increase		Salary Increase	
		4%		2%		2%	

The below listed positions are the only ones authorized for HPUD. Employees will receive pay for only the grade levels listed below. HPUD will not pay for any combination of grades leading up to the levels authorized.

	July 1, 2016		July 1, 2017		July 1, 2018	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Lead Operator	4,834	5,076	4,931	5,177	5,029	5,281
Annual Salary	58,007	60,907	59,167	62,126	60,351	63,368
Hourly Rate	27.888	29.282	28.446	29.868	29.015	30.465
W / WW Operator	4,384	4,603	4,471	4,695	4,561	4,789
Annual Salary	52,603	55,233	53,655	56,338	54,728	57,465
Hourly Rate	25.290	26.555	25.796	27.086	26.312	27.627
W / WW - OIT	4,176	4,384	4,259	4,472	4,344	4,562
Annual Salary	50,107	52,613	51,109	53,665	52,132	54,738
Hourly Rate	24.090	25.295	24.572	25.800	25.063	26.316
Parks Maintenance	3,455	3,628	3,524	3,700	3,594	3,774
Annual Salary	41,459	43,531	42,288	44,402	43,133	45,290
Hourly Rate	19.932	20.929	20.331	21.347	20.737	21.774

Any employee that has not achieved the required certification for the approved position will be paid at their current salary or the Water/Wastewater OIT (whichever is greater) until such time that employee is accredited with the required certificates. All new hires will start at the "Water/Wastewater OIT" base salary. When the OIT employee acquires all the required certificates, the employee will be promoted to Water/Wastewater Operator at a step that would give no less than a 5% salary increase. (NOTE: W/WW Lead Operator is one position, with separate certificates).

In the event that any State or Federal regulatory agency governing operations of HPUD require additional certifications (such as sewer collections or water distribution) NRTA reserves the right to open negotiations for these certifications only.

Heber agrees to pay any employee required to be certified in "back flow" as a tester a one time payment of \$150.00 upon receipt of documentation that identifies the certified employee.

The Chief Operator is designated as a Management Employee.

APPENDIX "B"

DRUG & ALCOHOL POLICY

SUBSTANCE ABUSE POLICY

Purpose

The parties agree on the importance of a safe work environment. To the extent that drug and alcohol use and abuse compromise work place safety, the parties adopt this Policy as a means of achieving their mutual intent to create and maintain a drug and alcohol free work place.

The parties also recognize that drug and alcohol abuse is an illness. It is therefore the intent of the Policy to set forth not only a uniform substance abuse testing procedure, but to provide, where appropriate, reasonable opportunity for the rehabilitation and eventual return to work of those persons found in violation of this Policy.

Applicability

The Employer may conduct drug and alcohol; testing for any individual referred to the Employer as a regular seniority employee. Further, regular seniority employees in the employ of the Employer may, during the course of their employment, be the subject of drug and alcohol testing under the following circumstances;

1. In accordance with Federal law as set forth in Department of Transportation Rules and regulations governing the testing of certain individuals.
2. When the Employer has probable cause to believe, on the basis of objective signs and evidence that any employee is under the influence of drugs or alcohol. Probable cause shall mean that the Employer believes that actions, appearance or conduct of any regular seniority employee or casual are indicative of the use of drugs or alcohol.
3. For safety. Any regular seniority employee(s) who performs his/her job in a manner which results in injury to persons or serious damage to equipment or property will constitute reasonable suspicion to believe that such individual was under the influences of drugs or alcohol. Such reasonable suspicion will become probable cause to test such individual in accordance with the Policy, except that in the case of injury when medical treatment beyond first-aid is not required and no other symptoms of drug or alcohol use are present.
4. Notwithstanding anything to the contrary, the Employer shall not, in testing for the presence of drugs or alcohol, act in arbitrary or capricious manner.

Testing Procedure

Testing for the presence of controlled substances (drugs), shall be by urine sampling. Testing for the presence of alcohol shall be by blood sampling (or breath testing). If such technology is readily available and can be performed in conformance with applicable legal standards). In order to ensure the integrity of the testing process, the following procedures will be followed in conducting drug and alcohol testing:

1. Consent Form. Each regular seniority employee will be required to sign a Consent Form at

the collection site prior to undergoing a drug or alcohol test for any reason. Failure to sign a Consent Form will result in termination.

2. Testing Laboratory. A reliable laboratory certified by the National Institute on Drug Abuse (NIDA) will be used. The laboratory must maintain its certification.
3. Integrity and Identity of Specimen. Production of the specimen will not be observed. Each specimen will be identified by code number, not name, to ensure confidentiality of the Donor. Each container will be properly labeled and made tamper proof in the presence of the Donor.
4. Chain of Custody. Handling and transportation of each specimen will be properly documented through strict chain of custody procedures.
5. Laboratory Analysis Procedures. The initial test will be enzyme immunoassay. Each specimen identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry techniques.
6. Cutoff Levels. Cutoff levels shall not be lower than DOT Standards.

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION TEST</u>
Amphetamines	500 ng/mil	500 ng/mil
Barbiturates	500 ng/mil	500 ng/mil
Cocaine	300 ng/mil	150 ng/mil
Marijuana (THC)	100 ng/mil	15 ng/mil
Opiates Group	300 ng/mil	300 ng/mil
PCP	25 ng/mil	25 ng/mil
Alcohol	.08*	.08*

*The alcohol level shall be lowered to such level as may be applicable in the State of California, except as may be required un DOT Rules and Regulations.

7. Alcohol Testing. In situations where the individual is suspected of alcohol use, the additional blood alcohol test will be required. If the individual refuses to take the blood alcohol test (or breath test if available and in conformity with this Policy), his/her employment will be terminated.

Results

1. If the results of the drug or alcohol test are positive, in the absence of a reasonable explanation, the individual will normally be referred to a rehabilitation program for a minimum of fifteen (15) days for an appropriate rehabilitative process. If the individual refuses rehabilitation or fails to comply with the recommended course of treatment, his/her employment will be terminated. Part of the recommended course of treatment will involve a drug test (with negative results reported) prior to being eligible to return to work. Further, the individual is subject to three (3) random tests during the twelve (12) month period immediately following his/her return from rehabilitation.
2. Notwithstanding any individual, who by reason of lack of medical coverage and public clinical treatment is unavailable, is unable to undergo rehabilitation, will be suspended for a minimum of thirty (30) days in lieu of rehabilitation. Such employee shall be required to submit to a drug test (with negative results reported) before being deemed eligible to return to work.
3. In cases involving violation of Article VI of the Labor Agreement, the Employer may deem it appropriate to terminate an individual rather than to offer treatment or

- rehabilitation.
4. After the process of rehabilitation, should an individual revert to drug use, as confirmed by testing only as defined by this Policy, his/her employment will be terminated without the Employer making further efforts to rehabilitate. Thus, a second occurrence will result in the individual's termination from employment, and the termination is subject to Arbitration.

Records

All drug and alcohol tests results and records are considered confidential and will be kept by the private testing laboratory. They will be made known only to those Employer and NRTA representatives who must be involved in the decision-making process and results will only be reported as positive or negative. Information regarding an individual's illegal use of drugs may be released out the Company in the Grievance and Arbitration Procedures, and only as required in the rehabilitation process, or as required by law.

Power and Authority of the Arbitrator:

The Arbitrator's power and authority is limited to deciding grievances solely upon the provisions of the Policy. He shall have no power to add to or subtract from or alter in any manner, way or means, the terms and conditions of this Policy. The Arbitrator shall have no power to substitute his discretion for the Employer's discretion.

As set forth above, the Employer has the right to terminate any individual who violates any of the conditions of employment set forth in this Policy. The Arbitrator's power and authority shall be limited to deciding only the fact issue of whether or not the terminated individual complied with the conditions of employment set forth in this Policy. Violations of conditions of employment included, but are limited to, refusing to sign a Consent Form, refusing to undergo a drug test when requested, refusing rehabilitation or failure to comply with the recommended course of treatment. In addition, a termination of employment for more than one (1) positive drug test and for more than one (1) incident in which an individual is determined to be under the influence of drugs or alcohol, is not subject to Arbitration.

If the Arbitrator finds that the individual did not comply with any of the conditions of employment set forth in this Policy, the Arbitrator shall have no power or authority to disturb the termination.

Training

Upon execution of this Policy, the Employer and NRTA shall conduct supervisor/steward training on the application and administration of this Policy.

APPENDIX "C"

EXAMPLES / DISCIPLINARY ACTION

The following are examples of offenses which are normally cause for disciplinary action: Verbal Consultation, Written Consultation. It is also possible, if the offense was serious enough, that discharge could occur.

Violation of any of the following may be considered cause for disciplinary action or discharge, depending on the seriousness of the violation.

1. Repeated tardiness or absenteeism, even though reported.
2. Soliciting or collecting contributions for any purpose during actual working hours without permission of your supervisor or manager.
3. Rude or insolent conduct toward residents.
4. Loafing or other abuse of time during working hours.
5. "No-Call-In" - Failure to report an absence prior to the start of the shift.
6. Any act or conduct which might endanger the safety of others.
7. Failure to report an injury or accident immediately.
8. Use of profane, abusive or threatening language toward fellow employees, company officials or residents.
9. Smoking in an unauthorized area, or at times not permitted.
10. Distributing or posting written or printed matter of any description at any time in the working areas on Heber premises without written permission.
11. Violations of company policy or procedure which have been given to the employee, posted or read to the employee.
12. Defacing bulletin boards or notices posted thereon.
13. Any action which is detrimental to the orderly conduct of the business of Heber.
14. Gambling in any form on Heber premises.
15. Willfully falsifying any records, including employment applications or bond applications.
16. Marking the time sheet of another or falsifying a time card or time sheet.
17. Leaving the company premises during working hours without permission of supervisor.
18. Deliberately abusing, destroying, damaging or defacing Heber property, equipment, merchandise or the property of others on Heber premises.
19. Removal of any Heber merchandise or Heber property, unless paid for, or with the signed authorization from Heber.
20. Fighting or striking or attempting to strike or otherwise injuring another on Heber premises (any employee directly involved).
21. Bring liquor, narcotics or dangerous drugs onto Heber premises or consuming liquor or using narcotics or dangerous drugs on Heber premises or report for duty under the influence of liquor, narcotics or dangerous drugs.
22. Carrying firearms or other dangerous weapons on Heber premises.
23. Failure to return to work on expiration of vacation or leave or after being released by a doctor.
24. Insubordination - Willful refusal to follow instructions of a supervisor.
25. Absence from work without authorized leave (unless due to bona fide illness).
26. Going into restricted areas without authorization or unauthorized presence on Heber

- property outside regular Heber hours.
27. Misusing or removing from the premises without written authorization, Heber tools, equipment, employee lists, Heber records or confidential information of any nature.
 28. Willful, deliberate or repeated violations of safety, fire or sanitary regulations.