

MEMORANDUM  
OF  
UNDERSTANDING

Between

TURLOCK IRRIGATION DISTRICT

And

TURLOCK IRRIGATION DISTRICT EMPLOYEES'  
ASSOCIATION

January 1, 2024 – December 31, 2026

# MEMORANDUM OF UNDERSTANDING

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## SECTION 1 - PREAMBLE - MANAGEMENT RIGHTS

### 1.1 Purpose of MOU

This Memorandum of Understanding (hereinafter referred to as the “MOU”) entered into by the Turlock Irrigation District (hereinafter referred to as the “District”) and the Turlock Irrigation District Employees’ Association (hereinafter referred to as the “Association”) sets forth their agreements regarding rates of pay, hours of work, and other conditions of employment.

### 1.2 Management Rights

a. Subject to State law, the provisions of the Turlock Irrigation District Employer/Employee Relations Resolution, and the provisions of this agreement, the exclusive rights of the District through its Board of Directors and Management include, but are not limited to:

- the exclusive right to determine the mission of its constituent administrations, departments, divisions, and sections;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- the right to require employees to work overtime;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of District operations;
- determine the methods, means and numbers and kinds of personnel by which District operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of District issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure, size and composition of the work force and allocate and assign work by which the District operations are to be conducted;

- - determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all District functions including, but not limited to, the right to contract;
- - to assign work to and schedule employees in accordance with requirements as determined by the District and to establish and change work schedules and assignments upon reasonable notice;
- - establish and modify productivity and performance programs and standards;
- - establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- - take all necessary actions to carry out its mission in emergencies; and
- - exercise complete control and discretion over its organization and the technology of performing its work.

b. Insofar as required by applicable law, the District will meet and confer with the Association concerning the impact of any exercise of these management rights upon wages, benefits, terms and conditions of employment of employees covered by this MOU. The Association may request to meet and confer over any impact of the exercise of these management rights, and the District will respond to any such request within ten (10) working days.

Matters pertaining to the exercise of said management rights shall not be subject to the grievance procedure contained herein.

Notwithstanding the above, the above management rights may be exercised by the District only to the extent not in conflict with the provisions of this MOU, which provisions are subject to the grievance procedures herein.



## SECTION 2 – RECOGNITION

### 2.1 Association as Exclusive Representative

The District formally recognizes the Association as the exclusive representative of those employees occupying the job classifications as set forth in Exhibit “A”, for the purpose of meeting and conferring in good faith with respect to wages, hours and other conditions of employment.

### 2.2 Unlawful Discrimination Prohibited

It is agreed that neither the Association nor the District shall unlawfully discriminate against any employee because of race, religious creed, national origin, marital status, age (over forty [40]), gender, disability, sexual orientation, association membership or non-membership, or legally protected association activity, or other basis protected by federal, state or local employment discrimination laws.

### 2.3 TIDEA Access to New Employee Orientation

The District will provide a representative of TIDEA access to attend a ten-minute portion of new employee orientations, during which the TIDEA representative may meet privately with the group of newly hired TIDEA bargaining unit members. Currently, these new employee orientations are held every third Thursday of the month in the Human Resources Department unless the District notifies TIDEA that a meeting has been cancelled or rescheduled. If the District decides to change the regular day of the month on which these orientations are scheduled, or reschedule a particular meeting, the District will provide TIDEA at least ten (10) calendar days’ notice, absent an urgent need critical to the District’s operations, in which case the District will provide as much advance notice to TIDEA as possible.

## SECTION 3 – MEMBERSHIP AND MEMBERSHIP DUES

### 3.1 Represented Employee Information

a. The District shall provide the Association a roster of all employees in the Associations' bargaining unit containing the name, job title, department, work location, membership status, work, home, and cell phone numbers, home address, and personal email address on file within the District's Human Resources database system as and to the extent required by State law by providing a list every one hundred and twenty (120) days, and, for new hires, within thirty (30) days of their hire date.

### 3.2 Dues Deduction

a. Payroll deductions for membership dues shall be made by the District on behalf of the Association for employees who have chosen to become members of the Association and remit the deducted membership dues to the officers of the Association designated in writing by the Association.

b. The Association shall certify to the District that it has and will maintain individual employee authorizations for payroll deductions, signed by the individual from whose salary or wages the deduction is to be made. The District shall rely upon written notification from the Association for any and all employee requests to cancel or change payroll deductions for dues. The Association is responsible to obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Association. The District shall honor any changes to dues amounts provided by the Association. The Association is not required to provide a copy of individual employee authorizations to the District unless a dispute arises about the existence or terms of the authorization.

c. Deduction notification will be provided to the District's Accounting Department. Change and cancellation and deduction requests received by the District prior to the 15th of the month will be processed no later than the first pay period of the second following month. Example: If the Association notifies the District on January 15th, the deduction/change will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The District will make every effort to process earlier if possible.

d. If contacted directly by a represented employee regarding a cancellation of change in the employee's dues deductions, the District shall direct the employee to the Association.

e. Upon the effective date of the MOU, members of the Association and all employees who thereafter become voluntary members shall, as a condition of employment, remain members of the Association for the duration of this MOU. Members who wish to terminate their membership may do so by providing written notice to an Association Board Member during a sixty (60) day period commencing ninety (90) days prior to the expiration date of this MOU.

f. The Association shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges penalties or judgments incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the District or any of its agents or employees, in connection with the interpretation, application, administration or enforcement of any provision of this Section 3.2. Such

reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the District. The District shall have the right to be represented by its own attorney in any action in which it is named a party to the action.

## SECTION 4 – DAYS AND HOURS OF WORK

### 4.1 Workweek

- a. A workweek shall be a seven (7) consecutive day period.
- b. The District will establish a workweek for all job classifications.

### 4.2 Normal Workday/Work Schedule

- a. The normal workday shall be eight (8) hours of work within a nine (9) hour period, with a meal break at or about the mid-point of the day, except where hours are otherwise presently established or are otherwise provided for herein.
- b. The normal work schedule shall be forty (40) hours in a seven (7) day period consisting of five (5) workdays of eight (8) hours each with two (2) consecutive days off except where hours are otherwise presently established or are otherwise provided for herein.
- c. The normal work hours for eight (8) hour per day employees' reporting to the Broadway Yard is 7:00 a.m. to 3:30 p.m. The District may change work hours for individual employees based on operational needs. Upon request, the District will meet and confer with the Association regarding the impacts and effects of changes in work schedules.
- d. Apprentice Power Plant Technicians, Power Plant Supervisors, Power Plant Technicians, (regularly assigned to Don Pedro Powerhouse) shall work according to a posted work schedule normally consisting of twenty (20), eight (8) hour days in a twenty-eight (28) day cycle.

### 4.3 Alternate Workday/ Work Schedule

- a. An eight (8) hour, ten (10) hour, twelve (12) hour or 9/80 work schedule may be assigned to any employee.
- b. The work schedule during the irrigation season for Water Distribution Operators will be determined each year in the month of January. If the District seeks to change the work schedule, then upon request of the Association, the District will meet and confer with the Association regarding any proposed change(s). Lunch periods will not be observed, meals will be eaten on District time. The non-irrigation season schedule will comply with the provisions of section 4.1, 4.2, 4.4, 4.5 and 4.6.
- c. A work schedule may start on any day of the week and any hour of the day and may include scheduled workdays of less than eight (8), nine (9), ten (10) or twelve (12) hours.
- d. The twelve (12) hour work schedule normally has employees working hours of prescheduled overtime as a part of their scheduled workday. Where prescheduled overtime is part of the scheduled workday section 6.2 of the MOU shall not apply to the hours of prescheduled overtime.
- e. Under twelve (12) hour work schedules, employees may, at the discretion of their supervisor, be given a one-half (0.5) hour meal break or may be required to eat their meal on District time.

#### 4.4. Change In Work Day/Work Schedule

- a. The District may implement a temporary change in a work day / work schedule with at least twenty-four (24) hours' notice in advance of the commencement of a change. Employees given less than 24 hours' notice of a change of work day or work schedule (e.g. this week working 6:30 a.m. to 3:00 p.m. rather than 7:00 a.m. to 3:30 p.m.) will be paid at the appropriate overtime rate for those hours worked outside of the employee's normal scheduled work hours on the first workday of the changed work day / work schedule. Overtime shall not be paid because of a change in schedule made at the request of an employee.
- b. The District may implement an ongoing change in a work day/work schedule (for example: changing from an 8 hour per day schedule to a 10 or 12 hour per day schedule; changing from a "5 on, 5 off, 2 on, 2 off" to a "7 on, 7 off" schedule, etc.), with at least thirty (30) day notice in advance of the commencement of a change; however, for the following classifications, at least seven (7) days' advance notice shall be required:

Apprentice Instrument and Controls Technician  
Apprentice Power Control Center Operator  
Apprentice Power Plant Technician – Gas Turbine  
Customer Service Representative I-II  
Energy Resources Technician I-II  
Engineering Technician I-II – Water Resources  
Engineering Technician I-II – Water Distribution  
Instrument and Controls Technician  
Power Control Center Operator  
Power Control Center Shift Supervisor  
Power Plant Supervisor – Combined Cycle  
Power Plant Technician – Gas Turbine  
Water Distribution Operator

Changes to any work schedule will be discussed with the affected employees, and, upon request of the Association, the District will meet and confer with the Association regarding the impacts and effects of any such changes.

#### 4.5 Break Period Time

Except in the case of emergency, the District will provide one (1) fifteen (15) minute break period during every four (4) hours of work. The supervisory employee in charge will determine the most appropriate time for the break period.

#### 4.6 Shift Differential

- a. All work periods regularly scheduled to begin at 4:00 a.m. or thereafter but before 12:00 noon shall be designated as first shifts. All work periods regularly scheduled to begin at 12:00 noon or thereafter but before 6:00 p.m. shall be designated as second shifts. All work periods regularly scheduled to begin at 6:00 p.m. or thereafter but before 4:00 a.m. shall be designated as third shifts.
- b. All second shifts shall receive two dollar and fifty cents (\$2.50) per hour additional pay and all third shifts shall receive two dollars and seventy cents (\$2.70) per hour additional pay.
- c. All work shifts which begin prior to midnight and which continue to work through and past midnight shall receive the third shift differential beginning at midnight through the end of the shift.

## SECTION 5 – OVERTIME

### 5.1 Overtime

a. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all time worked in excess of forty (40) hours in a designated workweek, time worked in excess of the number of hours of the scheduled workday on a scheduled workday, or time worked outside of regular hours on a workday. Holiday pay, sick leave and vacation will count as hours worked but sick leave and vacation will not be paid as overtime hours if used after forty (40) hours in a designated workweek.

b. As an alternative to overtime pay, an employee, with supervisory approval, may elect to receive compensatory time off (hereinafter referred to as "CTO") at a rate of one and one-half (1.5) hours for each overtime hour worked, or two (2.0) hours if the applicable overtime hour is eligible for double time pay, or two and one-half (2.5) hours if the applicable overtime hour is eligible for two and one-half (2.5) times pay. No more than one hundred and twenty (120) hours of CTO may be accumulated at any one time without the approval of the General Manager.

District Assistant General Managers have discretionary authority over the amount of CTO (from zero (0) to one hundred and twenty (120) that may be accumulated at any given point in time by employees within a department, division or section.

An employee can use CTO if the employee's Department Manager determines:

1. The CTO use would not occur during periods of the year when the employee's work unit normally experiences a heavy workload;
2. The workload and the then current manning level of the employee's work unit is such that the CTO employee's absence from the job would not adversely affect the efficiency or effectiveness of the employee's work unit;
3. Qualified employee or employees are available to work in the CTO employee's place;
4. Another or other employees would not be required to work overtime because the employee has been allowed to use CTO.

If the CTO use is approved, the employee will be allowed to use CTO within ninety (90) calendar days of making the request to the employee's department/division manager. If the department/division manager does not reasonably foresee being able to allow the employee to use CTO within the ninety (90) day period, the department/division manager will promptly inform the employee and give the reasons for the denial of CTO use; the employee may then request payment of any or all of the employee's accumulated CTO anytime the employee is denied the use of CTO. The District may cancel the approved use of CTO because of an emergency.

## 5.2 On-Call Compensation

Employees who are assigned to be “On-Call” shall be compensated for standing by at the rate set forth below:

<u>Hours On-Call</u>	<u>Compensation</u>
On a workday <i>(from end of the employee’s workday to the start of the employee’s next workday)</i>	Two (2) hours of straight time pay
On a non-workday <i>(24 hour period)</i>	Four (4) hours of straight time pay

In addition to the standby compensation listed above, on-call employees called to work shall be paid for hours worked as follows:

<u>Status</u>	<u>Work Hours Start</u>	<u>Work Hours Stop</u>
On-call with District vehicle.	When the employee radios in that he/she is in the vehicle ready to go to the job site.	When the employee radios in that he/she has arrived home directly from the job site.
On-call without District vehicle.	When the employee calls in on a cell phone that he/she is in a vehicle ready to go to the job site.	When the employee calls in on a cell phone that he/she has arrived home directly from the job site.

Employees called to report to work immediately (and within sixty (60) minutes) and without prior notice shall be paid at a double time rate for all hours worked outside their normal schedule work hours.

Employees who are “on-call” must be ready and able to perform required job duties when called.

## 5.3 Rest Period

### a. Eight (8) Hour Rest Period

If an employee has worked for more than four (4) hours at the overtime rate (“unscheduled work”) within the eight (8) hour time period immediately preceding the beginning of his/her regular work hours, on a workday, he/she shall be given a duty free rest period of eight (8) consecutive hours at the completion of the emergency work.

**Example 1a: Employee X has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After completing his regular work hours on a workday, Employee X leaves the job at 4:30 p.m. Later that evening Employee X is called at home and requested to return to work for emergency repairs. Employee X begins work at**



**10:00 p.m. and continues to work for the next six and one-half (6.5) hours until 4:30 a.m. Employee X is entitled to a rest period from 4:30 a.m. until 12:30 p.m.**

If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours, he/she will receive pay at the straight rate for the extent of the overlap.

**Example 2a: In example 1a above, Employee X does not receive pay between 4:30 a.m. and 8:00 a.m. However, the last four and one-half (4.5) hours of the eight (8) hour rest period given to Employee X overlapped into his regular work hours. That is, Employee X's regular scheduled workday starts at 8:00 a.m. The eight (8) hour rest period ended at 12:30 p.m. Employee X is entitled to receive pay at the straight rate for the four and one-half (4.5) hours between 8:00 a.m. and 12:30 p.m. Employee X is then expected to return to work at 12:30 p.m., and work until 4:30 p.m. the remainder of his regular work hours.**

If the employee is required to continue unscheduled work into his/her regular scheduled workday or is called back to work during his/her eight (8) hour rest period by the District, he/she will be compensated for all hours actually worked at the double-time rate of pay until the employee is given a rest period of eight (8) consecutive hours.

**Example 3a: In example 1a above, if Employee X is required to return to work at 6:00 a.m., and continues to work until 12 noon, he would receive double-time pay for those six (6) hours of work. He would then be entitled to an eight (8) hour rest period. The first four (4) hours of that rest period would be compensated at the straight time rate of pay (or until 4:30 p.m., the employees regularly scheduled ending time; with a thirty (30) minute unpaid lunch period from 12 noon until 12:30 p.m.) Employee X would then receive an additional three and one-half (3.5) hours of unpaid duty free rest period.**

**Example 4a: Employee X has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After completing his regular work hours on a workday, Employee X leaves the job at 4:30 p.m. Later that evening Employee X is called at home and requested to return to work for emergency repairs. Employee X begins work at 6:00 p.m. and continues to work for the next seven (7) hours until 1:00 a.m. Employee X is not entitled to a rest period, because employee X did not work more than four (4) hours between 12 midnight and 8:00 a.m.**

**Example 5a: Employee X has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After completing his regular work hours on a workday, Employee X leaves the job at 4:30 p.m. Later that evening Employee X is called at home and requested to return to work for emergency repairs. Employee X begins work at 8:00 p.m. and continues to work for the next nine (9) hours until 5:00 a.m. Employee X is entitled to a rest period of the next eight (8) consecutive hours, from 5:00 a.m. to 1:00 p.m. (Note: Employee X would receive pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for the entire nine (9) hour emergency work period.)**

b. Four (4) Hour Rest Period

If an employee has worked for more than two (2) and up to four (4) hours at the overtime rate (“unscheduled work”) within the eight (8) hour time period immediately preceding the beginning of his/her regular work hours, on a workday, he/she shall be given a duty free rest period of four (4) consecutive hours at the completion of the emergency work.

**Example 1b: Employee Q has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After completing his regular work hours on a workday, Employee Q leaves the job at 4:30 p.m. Later that night Employee Q is called at home and requested to return to work for emergency repairs. Employee Q begins work at 3:00 a.m. and continues to work for the next three (3) hours until 6:00 a.m. Employee Q is entitled to a rest period of the next four (4) consecutive hours from 6:00 a.m. to 10:00 a.m.**

If the four (4) hour rest period in whole or in part overlaps the employee’s regular work hours, he/she will receive pay at the straight rate for the extent of the overlap.

**Example 2b: In example 1b above, Employee Q does not receive pay between 6:00 a.m. and 8:00 a.m. However, the last two hours of the four (4) hour rest period given to Employee Q overlapped into his regular work hours. That is, Employee Q’s regular scheduled workday starts at 8:00 a.m. The four (4) hour rest period ended at 10:00 a.m. Employee Q is entitled to receive pay at the straight rate for the two (2) hours between 8:00 a.m. and 10:00 a.m. Employee Q is then expected to return to work at 10:00 a.m. and work until 4:30 p.m., the remainder of his regular work hours.**

If the employee is required to continue unscheduled work into his/her regular scheduled workday or is called back to work during his/her four (4) hour rest period by the District, he/she will be compensated for all hours actually worked at the double-time rate of pay until the employee is given a rest period of four (4) consecutive hours.

**Example 3b: In example 1b above, if Employee Q is required to return to work at 8:00 a.m., and continues to work until 1:00 p.m., he would receive double-time pay for those five (5) hours of work. He would then be entitled to a four (4) hour rest period from 1 p.m. until 5:00 p.m. The first three and one-half (3.5) hours of that rest period would be compensated at the straight time rate of pay or until 4:30 p.m.; the employees regularly scheduled ending time. Employee Q would then receive an additional one-half (0.5) hours of unpaid duty free rest period.**

**Example 4b: Employee Q has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After completing his regular work hours on a workday, Employee Q leaves the job at 4:30 p.m. Later that evening Employee Q is called at home and requested to return to work for emergency repairs. Employee Q begins work at 8:00 p.m. and continues to work for the next five (5) hours until 1:00 a.m. Employee Q is not entitled to a rest period, because Employee Q did not work more than two (2) hours between 12 midnight and 8:00 a.m.**

**Example 5b: Employee Q has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After completing his regular work hours on a workday, Employee Q leaves the job at 4:30 p.m. Later that night Employee Q is called at home and requested to return to work for emergency repairs. Employee Q begins work at 12:00 midnight and continues to work for the next two and one-half (2.5) hours until 2:30 a.m. Employee Q is entitled to a rest period of the next four (4) consecutive hours, from 2:30 a.m. to 6:30 a.m. (Note: Employee Q would receive pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for the entire two and one-half (2.5) hour emergency work period and would not receive pay for the rest period.)**

c. Eight (8) Hour Rest Period

If an employee works their full scheduled day and continues to work without interruption thereafter for a combined total of sixteen (16) or more consecutive hours, the employee shall be given a duty free rest period of eight (8) consecutive hours at the completion of the emergency work.

**Example 1c: Employee S has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After working the full day and completing his regular work hours on a workday, Employee S is required to continue work without interruption until 2:00 a.m. Employee S is entitled to a rest period from 2:00 a.m. until 10 a.m.**

If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours, he/she will receive pay at the straight rate for the extent of the overlap.

**Example 2c: In example 1c above, Employee S does not receive pay between 2:00 a.m. and 8:00 a.m. However, the last two (2) hours of the eight (8) hour rest period given to Employee S overlapped into his regular work hours. That is, Employee S's regular scheduled workday starts at 8:00 a.m. The eight (8) hour rest period ended at 10:00 a.m. Employee S is entitled to receive pay at the straight rate for the two (2) hours between 8:00 a.m. and 10:00 a.m. Employee S is then expected to return to work at 10:00 a.m., and work until 4:30 p.m., the remainder of his regular work hours.**

If the employee is required to continue unscheduled work into his/her regular scheduled workday or is called back to work during his/her eight (8) hour rest period by the District, he/she will be compensated for all hours actually worked at the double-time rate of pay until the employee is given a rest period of eight (8) consecutive hours.

**Example 3c: In example 1c above, if Employee S is required to return to work at 6:00 a.m., and continues to work until 12 noon, he would receive double-time pay for those six (6) hours of work. He would then be entitled to an eight (8) hour rest period. The first four (4) hours of that rest period would be compensated at the straight time rate of pay (or until 4:30 p.m., the employees regularly scheduled ending time; with a thirty (30) minute unpaid lunch period from 12 noon until 12:30 p.m.). Employee S would then receive an additional three and one-half (3.5) hours of unpaid duty free rest period.**

**Example 4c: Employee S has a regular scheduled workday from 8:00 a.m. to 4:30 p.m. After working the full day and completing his regular work hours on a workday, Employee S is required to continue work without interruption until 12:00 midnight. Employee S is not entitled to a rest period because Employee S did not work eight (8) consecutive hours following the completion of his regular shift.**

- d. Nothing in this section shall entitle an employee to pay during the one-half (0.5) hour unpaid lunch period.

#### 5.4 Call Out

- a. If an employee is called in to work overtime with less than twenty-four (24) hours advance notice, the employee will be paid at the double time rate, with a guaranteed minimum of two (2) hours beginning when the employee arrives on the job site, and ending when the employee leaves the job site. In addition, employees who are not on call and who are not resident personnel assigned to Don Pedro or La Grange housing shall receive a total of one-half (0.5) hour pay at the double time rate to compensate the employee for all travel time, including both travel to and from the job site.
- b. If an employee not on call is called to report immediately (and within sixty (60) minutes) to work at any time other than their normal scheduled work hours (“Emergency Call Out”), the employee will be paid at a double time and one-half (2.5) rate, with a guaranteed minimum of two (2) hours. In addition, an employee that is not on call and is not resident personnel assigned to Don Pedro or La Grange housing and responds to an Emergency Call Out shall receive an additional payment equal to double time and one-half (2.5) pay for one-half (0.5) hour to compensate the employee for all travel time, including both travel to and from the job/work site.
- c. When the employee is called to report less than two (2) hours before the employee’s work start time and the employee has worked from the time reporting until the employee’s designated start time, the employee shall still be paid for a minimum of two (2) hours at the appropriate rate even if a portion of these two (2) hours overlaps the employee’s regular shift. For example, an employee immediately reporting to work in an emergency one and one-half (1.5) hours prior to the employee’s shift would be paid double time and a half for the one and one-half (1.5) hours as well as the first one-half (0.5) hours of the designate shift, and then straight time thereafter.

#### 5.5 Required Overtime

The District has the right to require employees to work overtime and to designate the employee(s) to perform overtime work.

#### 5.6. Consecutive Hours Worked Over 12

Time worked in excess of twelve (12) consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee’s straight time rate of pay.

## SECTION 6 – MEALS

### 6.1 Meal Allowance

The meal allowance shall be twenty dollars (\$20.00). An employee will receive a meal allowance in the following circumstances:

- a. Where the employee is called in to work for four (4) or more hours on emergency work, at the fourth (4<sup>th</sup>) hour and at four (4) hour intervals thereafter.
- b. Where the employee is required to work for one and one-half (1.5) hours or more beyond his/her scheduled workday, at that time and at four (4) hour intervals thereafter.
- c. Where the employee is required to perform emergency work beginning two (2) hours or more before his/her scheduled workday, and such employee continues to work into his/her regular workday hours.
- d. If an employee volunteers to work on their normally scheduled day off with less than twenty-four (24) hours notice, sections 6.1.a and c, will not be applicable. The start and stop times of the shift must be communicated to the employee at the time of the request.
- e. If an employee is required to work on their normally scheduled day off with less than twenty-four (24) hours notice, section 6.1 a, b and c, will be applicable.

### 6.2 Time Allowance

In addition, the employee will be given forty-eight (48) minutes at the appropriate rate to eat the meal, or forty-eight (48) minutes of pay at the appropriate rate if the employee declines to eat the meal.

## SECTION 7 – HOLIDAYS

### 7.1 Recognized Holidays

The following are considered as holidays for the purpose of this agreement:

New Year's Day	Monday 01-01-24	Wednesday 01-01-25	Thursday 01-01-26
Martin Luther King, Jr. Day	Monday 01-15-24	Monday 01-20-25	Monday 01-19-26
Presidents' Day	Monday 02-19-24	Monday 02-17-25	Monday 02-16-26
Memorial Day	Monday 05-27-24	Monday 05-26-25	Monday 05-25-26
Independence Day	Thursday 07-04-24	Friday 07-04-25	Friday 07-03-26
Labor Day	Monday 09-02-24	Monday 09-01-25	Monday 09-07-26
Veterans Day	Monday 11-11-24	Tuesday 11-11-25	Wednesday 11-11-26
Thanksgiving Day	Thursday 11-28-24	Thursday 11-27-25	Thursday 11-26-26
Friday After Thanksgiving	Friday 11-29-24	Friday 11-28-25	Friday 11-27-26
Christmas Eve Day	Tuesday 12-24-24	Wednesday 12-24-25	Thursday 12-24-26
Christmas Day	Wednesday 12-25-24	Thursday 12-25-25	Friday 12-25-26
New Year's Eve	Tuesday 12-31-24	Wednesday 12-31-25	Thursday 12-31-26

### 7.2 Pay for Holiday not Worked

If a full time employee is not required to work on a holiday as listed in subsection 7.1 above, the employee shall be paid eight (8) hours at the employee's regular straight time hourly rate for the holiday. For employees working an alternative schedule in which the regular scheduled number of hours for employees on the day of the holiday is more than eight (8) hours, the employee shall be required to make up the difference between the number of scheduled hours and eight (8) hours using accrued vacation or CTO. For example, in the case of a holiday falling on a 9/80 employee's 9-hour day, the employee would receive eight (8) hours of holiday pay and use one hour of vacation or CTO.

As a result, the regular monthly salary amount for salaried employees will remain unchanged.

### 7.3 Pay for Working on a Holiday

If an employee works on a holiday, or is called in to work on a holiday, as listed in subsection 7.1 above, the employee shall be entitled to compensation as follows:

- a. Full time hourly paid employees will be paid one and one-half (1.5) times his/her basic rate of pay for the actual hours worked on a holiday (the paid holiday is the twenty-four (24) hour period starting at midnight) listed in subsection 7.1, plus eight (8) hours of pay at the straight time rate. If an employee works on a holiday which same hours qualify as overtime under Section 5.1, the employee will be paid both the additional one-half (0.5) time due under this subsection for working on a holiday plus the overtime pay due under “Section 5 – Overtime.”
- b. Monthly salaried employees, will be paid one and one-half (1.5) times his/her prorated hourly basic rate of pay for the actual hours worked on a holiday (the paid holiday is the twenty-four (24) hour period starting at midnight) listed in subsection 7.1 and the regular monthly salary amount will remain unchanged. If an employee works on a holiday which same hours qualify as overtime under Section 5.1, the employee will be paid both the additional one-half (0.5) time due under this subsection for working on a holiday plus the overtime pay due under “Section 5 – Overtime.”
- c. For employees who regularly work other than a Monday-Friday work schedule, the compensation identified in 7.3.a, above, shall be paid for work on the following “actual holidays” instead of the “recognized holidays” identified in section 7.1, above.

All holidays not listed below will be paid on the “recognized holiday” identified in section 7.1, above. In addition, the department managers for the Water Distribution Department during the water season, the Power Operations Department and the Combustion Turbine Department will determine the start of the 24 hour period of the paid holiday for their respective departments.

Recognized Holiday

Friday, July 3, 2026

Actual Holiday

Saturday, July 4, 2026

7.4 Holiday on a Scheduled Non-Workday

Whenever a holiday listed above falls on a regularly scheduled non-workday for an employee, he/she shall be entitled to have eight (8) hours added to the employee’s vacation.

## SECTION 8 – VACATION

### 8.1 Accrual Rate

A regular full time employee shall be entitled to forty (40) hours of vacation time after the completion of six (6) months of continuous service. After the sixth (6<sup>th</sup>) month, vacation time shall be accrued monthly at the following rates:

Eighty (80) hours per year beginning the seventh (7<sup>th</sup>) month through end of the fifth (5<sup>th</sup>) year.

One hundred and twenty (120) hours per year beginning the sixth (6<sup>th</sup>) year through the end of the ninth (9<sup>th</sup>) year.

One hundred and sixty (160) hours per year beginning the tenth (10<sup>th</sup>) year through the end of the fourteenth (14<sup>th</sup>) year.

One hundred and seventy six (176) hours per year beginning the fifteenth (15<sup>th</sup>) year through the end of the nineteenth (19<sup>th</sup>) year.

One hundred and eighty four (184) hours per year beginning the twentieth (20<sup>th</sup>) year and thereafter.

### 8.2 Part Time Employee Accrual

A part time employee shall receive vacation time at the above intervals in an amount based upon the percentage of full time hours worked.

### 8.3 Maximum Accumulation

An employee may accumulate vacation time up to a maximum of two (2) times their current allowable yearly amount based on years of service as listed in Subsection 8.1. All hours in excess of the maximum vacation accrual shall be paid in the pay period earned at the employee's straight time rate of pay. In order to receive payment under this section, an employee must use a minimum of forty (40) hours of vacation in the previous payroll year.

### 8.4 Holidays While on Vacation

A holiday falling within an employee's vacation shall not be counted as a day of vacation.

### 8.5 Restrictions Affecting the Granting of Vacation

Whenever possible vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the District may place reasonable seasonal or other restrictions on the use of vacations. In the case of over demand for any particular period, preference shall be given to the employee with the greater seniority, unless the vacation time has been previously scheduled and granted to a less senior employee.



## 8.6 Accrued Vacation

Upon the agreement of the District and the employee, an employee may sell back to the District for cash, up to forty (40) hours of accrued vacation. A request to cash out vacation may only be made in the month of October of any calendar year. Payment will be made the following December. Payment will only be made if the employee has at least one hundred and twenty (120) hours of accrued but unused vacation on the books as of October 31.

## SECTION 9 – SICK LEAVE

### 9.1 Accrual Rate

Employees shall be credited with eight (8) hours of sick leave for each month of continuous employment. There is no maximum accumulation limits placed on sick leave.

### 9.2 Approved Use of Sick Leave

The use of sick leave is intended for the following purposes: Employees may take sick time for themselves and their immediate family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical, vision or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

The District may require the submittal of a physician’s verification, or verification from other licensed medical or dental or optometry practitioner or clinic of sickness or preventive care, of a medical, dental or vision appointment and/or sickness, before paying sick leave.

### 9.3 Maximum Use for Family Members

A maximum of sixty-four (64) hours of sick leave in a payroll year may be used for the following purposes:

a. Sickness or injury of the employee’s immediate family member when it is necessary for the employee to be involved with the care and or treatment of the family member.

The District may require the submittal of a physician’s verification of sickness of an employee’s immediate family member if sick leave is used for dependent purposes before paying sick leave.

b. Under special circumstances, the General Manager may approve the use of sick leave for an immediate family member (persons related by blood or marriage residing in the employee’s household; or parent, spouse, child, grandparent, grandchild regardless of residence) use in excess of sixty-four (64) hours in a calendar year. Special circumstances may include, but not limited to; serious illness or condition of an immediate family member, difficulty in securing child care due to a contagious illness of a child, etc. Requests for use of sick leave in excess of sixty-four (64) hours for immediate family use must be made to the General Manager in writing.

c. Sick leave used pursuant to this subsection may be used for purposes that qualify for leave pursuant to the California and Federal Family and Medical Leave Acts.

d. For purposes of this section only, the term “immediate family member” includes the employee’s current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, grandchild, and also an employee’s “designation person” which person the employee must identify at the time the employee requests paid leave. An employee may only identify one designated person per 12-month rolling period. An employee’s domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee’s family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child’s age or dependency status.

e. Safe Time: Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

#### 9.4 Sick Leave in Conjunction with Workers' Compensation

If an injured employee is receiving workers' compensation insurance payments, the employee may choose to use his/her sick leave, vacation or CTO to make up the difference between the insurance payments and his/her normal salary. The employee will have the option to accept the workers' compensation benefit only and not use vacation, sick leave or CTO.

#### 9.5 Holidays While on Sick Leave

If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, he/she shall receive pay for the holiday as such, and the holiday shall not be counted as a day of sick leave.

#### 9.6 Notification of Physician's Verification Prior to Return to Work

Whenever an employee is required to submit a physician's verification, the District will make a good faith effort to advise the employee prior to the employee returning to work.

#### 9.7 Payment of Sick Leave at Time of Retirement or Death

An employee who retires or dies will receive, at the time of cessation of employment, payment for between zero and twenty-five percent (0-25%) of earned and unused sick leave, but the payment shall be limited to three (3) months pay. An employee may utilize the remaining balance of unused sick leave (not paid off), at the rate of twelve (12) hours equals one (1) month of medical coverage for eligible dependents; however, for an employee hired on or after January 1, 2016, the employee may utilize the remaining balance of unused sick leave (not paid off), at the rate of twelve (12) hours equals a District contribution toward the additional cost of medical coverage for an eligible dependent equal to the same percentage of that cost as the District's contribution to retiree health premiums set forth in Section 13.3.b. (For example, if the retiree had 15 (fifteen) years of service, and the additional cost of the dependent's health coverage was an additional \$500 per month, each 12 (twelve) hours of sick leave after 3 (three) months of cashed out sick leave would be equal to 75% of this additional amount, i.e. an additional \$375/month District contribution toward the retiree's dependent's health coverage.) The utilization of unused sick leave for medical coverage must begin immediately upon retirement or death and must be utilized continuously until the eligible dependent becomes eligible for Medicare or until the sick leave is exhausted. Sick leave is not convertible to cash or dependent medical coverage for an employee who resigns or is discharged.

## SECTION 10 – BEREAVEMENT

### 10.1 Bereavement Leave Parameters

In the event of death in an employee's immediate family (related by blood within the third (3rd) degree, or by marriage within the second degree (2nd), as defined in Section 19.5 contained herein), the employee may, at the employee's discretion, take a maximum of three (3) paid days of bereavement leave. The bereavement leave allowed under this section will be increased by an additional two (2) paid days where travel outside the State of California is required to attend the funeral. The use of such paid leave time shall be limited to matters directly related to the death of such immediate family members. Employees may be granted up to four (4) hours of paid time off to attend the funeral of other persons the employee may be reasonably deemed to owe respect.

In addition, an employee not utilizing additional bereavement leave to attend the funeral outside the State of California is entitled to up to two (2) additional work days without pay in the case of the death of an immediate family within the second (2nd) degree as defined in Section 19.5, which days need not be consecutive and need not be consecutive to the bereavement leave days taken in the prior paragraph. These additional bereavement leave days must be taken within three (3) months of the death of the immediate family member within the second (2nd) degree, to handle family affairs and/or attend the service. Employees may use available sick leave, vacation or CTO to remain in a paid status for these up to two (2) additional days.

An employee wishing to use bereavement leave must receive advance permission from the employee's supervisor, including permission to take the specific days requested for bereavement leave. The District may require, within thirty (30) days of the first day of bereavement leave taken, the employee to provide documentation of the death of the applicable family member. Such documentation includes, but is not limited to, a death certificate, a published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

## SECTION 11 – CIVIC DUTY LEAVE

### 11.1 Jury Duty Leave

An employee required to serve on jury duty shall be paid his/her regular pay while serving on such duty. Employees released from jury duty prior to the end of a scheduled workday must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's workday at the time of release.

### 11.2 Court Witness Leave

- a. An employee who is a witness either on behalf of or at the request of the District in any court proceedings, or who is a subpoenaed witness in any criminal court proceeding, is entitled to leave with pay for those working hours reasonably needed to serve as a witness.
- b. If the employee is entitled to leave with pay and the employee receives a witness fee, the employee shall be paid the difference between his/her regular pay and the amount of the witness fee received. The witness fee does not include any mileage allowance.
- c. In all other court related situations, an employee is not entitled to leave with pay.

## SECTION 12 – LEAVE OF ABSENCE

### 12.1 Leave of Absence Without Pay for More than Five (5) Workdays

Leave of absence without pay for any reasonable purpose (including non-disability pregnancy leave) may be granted an employee for up to three (3) months upon the approval of the appropriate Assistant General Manager. Request for a leave of absence without pay for a period of more than five (5) working days shall be submitted in writing as far in advance as possible by the employee to the appropriate Assistant General Manager. All requests for leave of absence without pay shall outline the following information:

- a. Title of the current position held;
- b. Name of division and department employed;
- c. Beginning and ending dates of the desired leave of absence; and
- d. Reasons supporting the request for leave.

Within thirty (30) working days after a request for leave is made, the employee shall be notified of the appropriate Assistant General Manager's decision granting or denying the request.

### 12.2 Effects of Leave of Absence Without Pay on District Benefits

- a. Employees shall not earn sick leave or vacation credits.
- b. Employees are not eligible to be paid for holidays.
- c. No contributions will be made by the employee or the District toward the Retirement Plan and Social Security.
- d. Employees shall continue participating in the group health, life, dental, vision and long-term disability plans. The employee shall contribute 100% of the premiums for themselves and dependents. If no premium rates exist, then COBRA rates shall apply.
- e. No retirement service credit shall accrue during an unpaid leave of absence.

### 12.3 Sickness or Injury Absence Without Pay for Five (5) Workdays or Less

A regular employee who has exhausted all accrued sick leave, vacation, and CTO, or a probationary employee who has not accrued sick leave, vacation or CTO, shall not be absent from work unless the absence is due to sickness or injury of the employee. The District may require a physician's verification of sickness or injury. The employee shall not be paid for this time off.

### 12.4 Other Absence Without Pay for Five (5) Workdays or Less

A regular employee who has exhausted all accrued vacation, and CTO or a probationary employee who has not accrued vacation or CTO, shall not be absent from work unless the employee demonstrates urgent or substantial personal reasons acceptable to the appropriate Assistant General Manager. If granted time off by the District the employee shall not be paid for this time off.

SECTION 13 – MEDICAL

13.1 Medical Coverage - Eligible Employees

- a. The District will provide group medical coverage for eligible employees and their eligible dependents, as provided below.
- b. The key elements of the group medical plan are identified in the Summary Plan Description, a copy of which is available in the District’s Human Resources Department.
- c. The District and employee pre-tax contributions to health premiums shall be as follows:

<u>Medical Plan</u>	<u>District Contribution</u>	<u>Employee Contribution</u>
PPO Base Plan	85%	15%
HDHP	100%	0%

- 1. The District shall pay 85% of the tiered medical insurance rates charged to the District by the PRISMHealth; with employees paying, through payroll deductions the remaining 15%. Medical premiums will be adjusted annually by the PRISMHealth Program, and employee payroll deductions will be adjusted to reflect the new rates. New annual payroll deduction rates are based on the District’s “payroll year” – new payroll deductions will be taken beginning with the December 16 – December 31 payroll period, and reflected in the employee’s January 5 paycheck.
- 2. Employee contributions ending in \$.01-\$.49 will be rounded down to the flat dollar amount. Example, an employee contribution of \$152.10 will be rounded down to \$152.00. Employee contributions ending in \$.50-\$.99 will be rounded up to the next flat dollar amount. Example, an employee contribution of \$305.70 will be rounded up to \$306.00 for the employee contribution.
- 3. Employees will become eligible for health insurance benefits as follows: employees hired between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of a month shall become eligible for health insurance benefits on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full calendar month, following their first (1<sup>st</sup>) day of active service. Employees hired between the sixteenth (16<sup>th</sup>) and the last day of a month shall become eligible for health insurance benefits on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full calendar month, following their first day of active service.

Example:

Hire Date:	Benefits Begin:
January 01-15	February 01
January 16-31	March 01

- 4. If an employee fails to select a health plan and/or fails to provide the information required to enroll in a health plan, the employee shall be enrolled by default in the PPO plan for employee only coverage. Dependents will only be able to enroll during the next open enrollment.

d. The medical plan deductibles are \$225 per person with a maximum of \$920 per family.

These deductibles shall apply to active employees and eligible dependents, and to retirees who are hired on or after May 1, 2008.

e. The following co-pays currently apply to prescription medication under the plan:

Generic:	\$10
Brand Name Formulary:	\$35
Brand Name Non-Formulary:	\$65
Specialty Pharmacy (Formulary and Non-Formulary):	20% or maximum of \$150/month

The Mail Order co-pay is two (2) times the single month co-pay for a three (3) month supply.

Employees will pay the mail order co-pay for “maintenance” prescription drugs following the second prescription re-fill regardless of whether an employee fills his/her maintenance prescription drug by mail or at the pharmacy, and regardless of whether filling a prescription for one month or three months.

f. The District and TIDEA shall continue a joint Health Plan Review Committee which will meet on an annual basis to review the TID Health Plan. The District will provide information needed for the committee to study the Health Plan and to allow a review of proposed cost-containment measures. Each group shall be represented by its respective union representative and up to three (3) members of the bargaining-unit.

g. If an employee or retiree and/or their dependent(s) has been on a medical, dental or vision plan for which they were not eligible, TIDEA agrees that the District shall be allowed to recoup from the employee or retiree the cost of all improper District premium payments made on their behalf by way of payroll or pension deduction (or invoice at the District option) over the same period of time as the over/improper payments were made, up to a maximum of three (3) years. If the period of over/improper payments exceeded three (3) years, the District will recoup the overall amount in equal payments over a three (3) year period. TIDEA shall have no obligation to pay the District the amounts due under this paragraph, and the District shall indemnify TIDEA should an employee succeed in an administrative or legal action against TIDEA to have TIDEA pay the amounts due under this paragraph.

### 13.2 Medical Coverage – Disabled Employee

a. Whenever an employee becomes disabled the following procedure shall apply:

1. The disabled employee shall use all accrued sick leave, vacation and CTO beginning with the first (1<sup>st</sup>) day of disability until the accrued sick leave, vacation and CTO is exhausted, provided that such use does not conflict with federal and/or state family and medical leave laws.



2. If a disabled employee exhausts all accrued sick leave, vacation and CTO before the employee is terminated pursuant to Subsection 22.3f, the disabled employee shall apply for a leave of absence pursuant to Subsection 12.1. An employee granted a leave of absence shall continue to receive medical, dental, vision, life and long term disability benefits on the same terms and conditions as are applicable to active employees. This section shall not be construed to deny any health and welfare benefit to which the employee is eligible under federal and/or state family and medical leave laws.
3. If a disabled employee has a serious health condition as defined in federal and/or state family and medical leave laws, the days or portions of days on which the employee is absent from work due to the serious health condition shall be counted as utilized days of Family and Medical Leave under federal and state family leave laws.

13.3 Medical Coverage – Retired Employee

Employees who retire may continue on the District’s group medical plan as listed in Subsection 13.1, until eligible for Medicare. The District’s group medical plan coverage is available to retired employees at time of retirement provided they elect such option prior to retirement. The premium for retired employees who remain on the District’s group medical plan is as follows:

- a. For employees hired prior to January 1, 2018, the District will pay the entire premium of the retired employee until the retired employee becomes eligible for Medicare.
- b. For employees hired on or after January 1, 2018, the District will contribute to the retired employee’s medical premium the following percentage of the retiree only PPO health plan amount, regardless of what District plan the retiree selects:

<u>Years of Service</u>	<u>% of Retiree Only Medical Premium Paid by District</u>
0 - 5	0%
5 + through 10	50%
10 + through 15	75%
More than 15 years	100%

To be eligible for these contributions, retiring employees must agree to have the retiree portion of their medical premiums automatically deducted from their monthly pension check.

- c. Retirees may elect to cover their eligible spouse and/or dependents (adult children up to age 26 according to the current guidelines of PPACA). Retirees are responsible for paying one hundred percent (100%) of their spouse and/or dependents’ premium costs at one hundred percent (100%) of the District’s rates. Employees must agree to have dependent premium costs automatically deducted from their monthly pension check. The eligible spouse and/or dependents must be an existing spouse and/or dependents of the employee on the date of the employee’s retirement.
- d. Retirees and their eligible spouse and/or dependents are no longer eligible for coverage under the District medical plan when they become eligible for Medicare. Adult children (up to age 26) may be covered through the month of their 26th birthday or, if disabled, until Medicare eligible.

13.4 Change in the Law

If the District receives notice of a change in the law which would impact any health insurance benefit, the District shall promptly notify the Union of any such change. Within fifteen (15) days of receipt of such notice, the parties shall meet to discuss compliance with the change in the law and/or any possible changes to the MOU.

## SECTION 14 – DENTAL

### 14.1 Dental

The District will provide contributions toward the purchase of the District’s Base Dental Plan by eligible employees and their eligible dependents. The key elements of the plan are identified in the Summary Plan Description, a copy of which is available in the District’s Human Resources Department.

### 14.2 District Contributions

The District shall make the contributions identified below toward the purchase of the dental base plan:

	<u>District’s Monthly Contribution</u>
Employee:	85% of total premium
Employee + one (1) dependent:	85% of total premium
Employee + two (2) or more dependents:	85% of total premium

Provided that the District remains with Delta Dental or with another dental insurance provider which offers such coverage, the Delta Dental base plan “Buy-Up Plan” will be offered to bargaining unit members. Participation in this plan is voluntary, but a bargaining unit member electing this option must pay the full additional cost of the plan, in addition to the employee’s contributions for base dental coverage.

Provided that the District remains with Delta Dental or with another dental insurance provider which offers such coverage, the Delta Dental Base plus ”Orthodontia” Plan will be offered to bargaining unit employees. Participation in this plan is voluntary, but a bargaining unit member electing this option must pay the full additional cost of the plan, in addition to the employee’s contributions for the base dental coverage.

### 14.3 Retirees

A retiree can opt to elect retiree dental coverage (District Base Plan) only when the person retires. The retiree may discontinue only during the annual enrollment. A retiree that cancels entirely or reduced from retiree +1 to retiree only may not re-elect in any future open enrollment for either the retiree or the discontinued participant. Retirees must agree to have premiums automatically deducted from their monthly pension check. The eligible dependents must be an existing spouse and/or dependent at the time of the employee’s retirement. Coverage discontinues upon Medicare eligibility and, for adult children, at age 26. The retiree is responsible for payment of 100% of the applicable dental premium. Retiree dental coverage shall be provided so long as the District and participating employees satisfy the minimum qualifications and requirements of the applicable dental plan.

## SECTION 15 – VISION

### 15.1 Vision

The District will provide and pay 100% of the premium for the basic vision plan for eligible employees and their eligible dependents. The key elements of the vision plan are identified in the Summary Plan Description, a copy of which is available in the District's Human Resources Department.

Provided that the District remains with VSP or with another vision insurance provider which offers such coverage, the VSP "Buy-Up" Plan will be offered to bargaining unit members. Participation in his plan is voluntary, but a bargaining unit member electing this option must pay the additional cost of the Buy-Up Plan.

### 15.2 Safety Glasses

For employees in classifications performing tasks identified by the District as requiring the regular wearing of safety glasses, the District shall provide up to an additional two hundred dollars (\$200.00) every two (2) years, to be used for the purchase of one (1) pair of prescription safety glasses. The two (2) year cycle for all employees begins January 1 of even numbered years and runs in two (2) year cycles thereafter. In order to qualify for this additional benefit, the employee must purchase the prescription safety glasses at a vendor identified by the District and must purchase District-approved prescription safety glasses.

### 15.3 Retirees

A retiree can opt to elect retiree vision coverage (Vision Base Plan), only when the person retires. The retiree vision coverage is combined with the retiree dental coverage and cannot be elected separately. The retiree may discontinue only during the annual open enrollment. A retiree that cancels entirely or reduces from retiree +1 to retiree only may not re-elect in any future open enrollment for either the retiree or the discontinued participant. Retirees must agree to have premiums automatically deducted from their monthly pension check. The eligible dependents must be an existing spouse and/or dependent at the time of the employee's retirement. Coverage eligibility discontinues upon Medicare eligibility of the retiree and, for a previously covered dependent, at age 26. The retiree is responsible for payment of 100% of the applicable vision premium.

## SECTION 16 – LIFE

### 16.1 Life Insurance

The District provides Life Insurance for eligible bargaining-unit members. A summary plan description is available for review by employees. This document describes the life insurance benefit in full detail.

## SECTION 17 – LONG TERM DISABILITY

### 17.1 Disability

The District agrees to maintain and contribute one hundred percent (100%) of the current cost for long term disability insurance coverage for District employees. It is designed to provide employees who become totally disabled for any reason, with replacement of up to two-thirds (2/3) of monthly regular wages (less certain other deductible benefits and adjustments depending on age). The minimum benefit payable is one hundred dollars (\$100) per month; the maximum monthly benefit is eight thousand dollars (\$8,000) per month. There is a sixty (60) day waiting period before benefits begin. Benefits end when the employee is able to be rehabilitated.

Pregnancy, childbirth or a related medical condition which causes an employee to become unable to perform the essential duties of her job or to perform these duties without undue risk to herself or other persons shall be treated like any other disability. California Fair Employment Practice Law provides up to four (4) months of leave, as needed, to any employee disabled by pregnancy, childbirth, or related medical conditions.

An employee terminated pursuant to Section 22.3.f shall not lose any accrued sick leave benefits because of the termination. The District's long-term disability insurance policy requires that an employee use all of his/her sick leave before being eligible to receive maximum benefits. The District will endeavor to meet this requirement by making the effective date of any termination coincide with the date that accrued sick leave is exhausted.

## SECTION 18 – RETIREMENT PLAN

### 18.1 Retirement Plan

During the term of this Agreement:

- a. The District shall continue to cover employees under the Retirement Plan for Employees and Elected Officers of Turlock Irrigation District (“Retirement Plan”). As provided in the Retirement Plan, different plan benefits and requirements apply to employees hired and who become participants before January 1, 2013 and to those hired and who become participants after January 1, 2013, i.e. maximum COLA during retirement, employment time period on which pension is based, pop up feature of joint survivors annuity benefit, etc. The District will not modify the employee benefits described in the Retirement Plan (i.e. pension formula, survivor benefit, maximum COLA during retirement, employment time period on which pension is based, etc. but excluding language clean-up or updates to comply with IRS and other law) without first meeting and conferring with TIDEA.
- b. For employees hired before January 1, 2013 and who become participants in the plan prior to January 1, 2013, subject to adjustment pursuant to this Subsection 18.1 and Subsection 18.2, the employees shall contribute five and one quarter percent (5.25%) of gross base wages.
- c. The District shall be authorized to make amendments to the Retirement Plan necessary to maintain its tax qualified status, provided that the District shall not bear any increase in the costs for such amendments determined both on an employee-by-employee basis, and on an aggregate basis, and any increased costs in premiums or contributions or any other costs shall be borne by the employees by increasing the contributions by the employees to the Retirement Plan under this Subsection 18.1.

### 18.2 Increase of Costs During Term of Agreement

In no event shall the District bear any increase in the costs attributable to any future renewals of the Retirement Plan coverage or any future adjustments in premiums or contributions or any other costs for the Retirement Plan coverage hereunder determined both on an employee-by-employee basis, and on an aggregate basis, and any increased costs shall be borne by the employees by increasing the contributions by the employees to the Retirement Plan.

### 18.3 Changes in Plan will be Discussed with Association

If the District receives notice of a change in law or in the Retirement Plan, which would require an increase in plan cost in order to maintain the plans current status under the Internal Revenue Code, the District shall promptly notify the Association of any such change. Within fifteen (15) days of receipt of such notice, the parties shall meet to discuss possible changes to the MOU in lieu of an increased employee contribution.

### 18.4 Service Credit During Leave of Absence

No retirement service credit shall accrue during an unpaid leave of absence except when required by law.

## SECTION 19 – HIRING AND PROMOTION

### 19.1 General

It is the intent of the District that job openings other than entry level job openings and select classifications shall be filled by promotion of qualified District employees. For all entry level job openings and select classifications, the District shall be free to recruit both in-house and outside simultaneously.

### 19.2 Selection Process – Regular Employee – Non-entry Level Job Openings

#### a. Notice: Application Period

When a non-entry level job opening is to be filled, a notice of such opening shall be posted for ten (10) working days, listing minimum qualifications, shall be placed on all designated bulletin boards as listed below. The District shall indicate in the notice the relative weighting of the applicable selection procedure.

#### **Designated Bulletin Boards**

Main Office Lunch Room #203  
Broadway Yard Lunch Rooms #133 & #207  
Don Pedro Power Plant  
Don Pedro Recreation Agency Warehouse  
Power Control Center  
Water Distribution Field Office(s)  
Almond Power Plant  
Walnut Energy Center  
Ceres Local Office  
Patterson Local Office

#### b. Consideration of Regular Employee Applicants

To be considered under Section 19.2 Selection Process, the applicant must be a regular employee as defined in Section 22.1. The selection procedure for each job opening will be administered by the Human Resources Department.

Selection procedures may include any or all of the following:

1. Application on forms specified by the District.
2. Determination if candidate meets minimum qualifications.
3. Performance testing (such as typing, machinery, vehicle operation, communicating).
4. Written testing – achievement or aptitude.
5. Interviews – conducted by an interview board.
6. Performance appraisals written by candidate's supervisor.
7. Seniority with District.
8. Experience in field or related field in which applicant is applying.



c. Make-up of Oral Interview Panel for Promotional Jobs

All job openings for classifications listed in Exhibit A shall be considered promotional job openings, except for those job classifications listed as entry level jobs in Subsection 19.4a. At any time an in-house employee applies for a promotional job opening under Subsection 19.2 or 19.4b, the oral interview panel shall consist of at least one (1) member from outside the District.

d. Passing Tests/Interviews: Meeting Minimum Job Qualifications

Any person not scoring a passing score on each and every selection criteria used for a job opening for which a minimum passing score is required shall be disqualified for that job opening. Percentages required to obtain a passing score on each and every selection criteria used for a job opening shall be listed on job opening notices. Any employee who fails to pass all the steps in the selection process or who fails to meet the minimum qualifications for a job opening is not eligible to apply for the same job opening if and when it is opened to outside applicants.

e. Awarding of Position

Candidates who meet the minimum job qualifications and who successfully complete all phases of the selection procedure will be recommended to the appointing authority. The appointing authority (Assistant General Manager or General Manager) may choose any one of the top four (4) applicants to fill the position.

If more than one (1) position is open in that classification, the selection is made from the top four (4) applicants. The second (2<sup>nd</sup>) and subsequent selections are made from the top four (4) applicants existing after the preceding selection is made. The top four (4) applicants are those applicants who have the highest average scores. Scores will be rounded to the nearest whole number. If two (2) or more applicants have the same average score, then the one having the greatest seniority with the District will be considered to have the higher score.

19.3 Selection Process – Outside Applicants – Non-entry Level Job Openings

- a. The District may seek applications from outside applicants when any of the following occurs:
1. When fewer than four (4) qualified regular District employees apply for the job opening.
  2. When fewer than four (4) regular employees pass all tests and oral interviews and meet all minimum job qualifications for the job opening.
  3. When all regular employees who were offered the job do not accept the job offer.

b. Who May Apply: Notice

Regular District employees who have successfully completed their initial probationary period as a new hire are expected to apply under Section 19.2, Selection Process; however, all regular District employees, who did not apply under the procedure set forth in Section 19.2 above, may apply with the outside applicants for a job opening. A notice of the job opening shall be posted on all designated bulletin boards.

- c. The same standards and criteria shall be used and considered in all tests and interviews under Section 19.2 and 19.3, except that the make-up of the oral interview panel members may change.

19.4 Selection Process – Entry Level Job Openings

a. The District shall seek applications concurrently from in-house and outside applicants when any of the following listed entry level job classifications and listed select classifications need to be filled:

**Entry Level Job Classifications**

1. Administrative Clerk I-II
2. Custodian
3. Customer Service Representative I-II
4. Maintenance Worker I-II
5. Park Aide
6. Park Maintenance Worker I-II
7. Parts Specialist
8. Ranger I
9. Utility Worker

**Select Classifications**

1. Apprentice Power Plant Technician
2. Apprentice Power Plant Technician – Gas Turbine
3. Electronic Technician
4. Instrument and Controls Technician
5. Power Plant Technician
6. Power Plant Technician – Gas Turbine

b. The District shall seek applications from in-house applicants for the following listed entry level job classifications:

1. Apprentice Electronic Technician
2. Apprentice Instrument and Control Technician
3. Apprentice Meter Technician
4. Apprentice Power Control Center Operator
5. Apprentice Substation Technician
6. Assistant Transformer Technician
7. Energy Resources Technician I-II
8. Engineering Technician I-II – Civil
9. Engineering Technician I-II – Electrical
10. Engineering Technician I-II – Water Distribution
11. Surveying Technician I-II
12. Transformer/Tool Technician
13. Warehouseperson

The District shall follow the selection process set forth in Section 19.2, except that at any time there are not at least four (4) qualifying applicants (applicants that have successfully passed all tests and oral interviews) from which to choose for the position being filled, the

appointing authority may elect to open the recruitment to outside applicants. The in-house recruitment will be placed “on hold” until such time that oral interviews have been completed and then the qualifying in-house applicants will be considered along with the outside applicants. The hiring authority may choose anyone of the qualifying applicants to fill the position.

c. Notice of Entry Level Job Opening

An entry level job opening notice shall be posted on all designated bulletin boards. All regular District employees may apply with outside applicants for an entry level job opening.

d. Awarding of Entry Level Position

An applicant who meets the minimum job qualifications, and who has passed all tests and oral interviews given, shall qualify to be considered as hereinafter provided. The Assistant General Manager will be sent a list of the qualifying applicants. The Assistant General Manager may choose any one of the qualifying applicants to fill the position.

19.5 Appointments, Promotions, Assignments, and Transfers of Relatives

a. No employee related to a District officer or employee by blood within the third (3<sup>rd</sup>) degree of relationship or by marriage within the second (2<sup>nd</sup>) degree of relationship shall be appointed, promoted, assigned, or transferred where such has the potential for creating adverse impact on supervision, safety, security or morale, or involves potential conflicts of interest. Parents, children, grandparents, brothers, sisters, grandchildren, great grandparents, uncles, aunts, nephews, nieces, great grandchildren of an employee are persons who are related to that employee by blood within the third (3<sup>rd</sup>) degree of relationship. A spouse, son-in-law, daughter-in-law, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, grandson-in-law, granddaughter-in-law, stepchildren, step grandchildren, stepparents, step grandparents, stepbrothers, and stepsisters of an employee shall be considered persons who are related to that employee by marriage within the second (2<sup>nd</sup>) degree of relationship.

b. If two (2) District officers or employees become married or related by marriage within the second (2<sup>nd</sup>) degree of relationship, where such has the potential for creating adverse impact on supervision, safety, security, morale, or involves potential conflicts of interest, then (unless the two (2) affected employees and the District agree otherwise) the following procedure shall apply:

1. Either employee may apply for a vacancy in another job classification for which the employee is qualified.
2. If after six (6) months from the date of marriage, no job vacancies exist or the affected employees are unsuccessful in applying for another job, the employee with the least seniority shall be laid off; however, for a period of one (1) year from the date the employee is laid off, the employee shall be eligible to apply under Section 19.2 selection process for any job opening for which he/she is qualified.

3. If any classification which the employee previously occupied and successfully completed a probationary period becomes available, the employee shall be reinstated to that position if he/she so desires, provided the employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days.

#### 19.6 Line of Progression

Section 19.2 and 19.3 shall not apply to job openings within an established line of progression, which includes:

- a. Administrative Clerk I to Administrative Clerk II
- b. Apprentice Electronic Technician to Electronic Technician
- c. Apprentice Instrument and Controls Technician to Instrument and Controls Technician
- d. Apprentice Meter Technician to Meter Technician
- e. Apprentice Power Control Center Operator to Power Control Center Operator
- f. Apprentice Power Plant Technician – Gas Turbine to Power Plant Technician – Gas Turbine
- g. Apprentice Power Plant Technician to Power Plant Technician
- h. Apprentice Substation Technician to Substation Technician
- i. Customer Service Representative I to Customer Service Representative II
- j. Engineering Technician I - Civil to Engineering Technician II - Civil
- k. Engineering Technician I - Electrical to Engineering Technician II - Electrical
- l. Engineering Technician I - Water Distribution to Engineering Technician II – Water Distribution
- m. Information Technology Service Desk Analyst I to Information Technology Service Desk Analyst II
- n. Maintenance Worker I to Maintenance Worker II
- o. Park Maintenance Worker I to Park Maintenance Worker II
- p. Surveying Technician I to Surveying Technician II

### 19.7 Probation in a New Job Classification

- a. Regular employees promoted to a new job classification shall be probationary in that new position for a period of twelve (12) months. If, during the probationary period, the regular employee is released from probation by the supervisor, the following procedure shall take place:
  1. The employee shall be returned to his/her immediate former position.
  2. If the employee's former position has been filled, the employee with the least seniority in that classification will be bumped back to his/her immediate former position.
- b. Employees affected by bumping can in turn exercise these bumping rights subject to the same limitations indicated above. This cycle will continue until the employee being bumped has no former position to return to.
- c. Employees who have not completed their initial probationary period with the District have no bumping rights and their employment with the District will be terminated if their probationary position is filled by an employee with bumping rights.
- d. Employees who have completed their probationary period (initial twelve months) in an apprenticeship program must still complete the program as outlined and have no bumping rights.

### 19.8 Apprentices

Section 19.7 shall also apply to employees who were regular employees before transferring to an apprenticeship program and to new employees who completed their first twelve (12) months in an apprenticeship program, except if the employee did not transfer from a former position with the District, and then Subsection 19.7a shall not apply.

### 19.9 Employee Evaluation

Employees shall be evaluated to determine their continued employment, whether they should be given a change from probationary to regular position, or if in a line of progression, or an apprenticeship category, a merit raise.

### 19.10 Standards of Evaluation

Each employee shall be evaluated on his/her job qualifications and ability, which may include, but not be limited to the following:

- a. Length of continuous service with the District.
- b. Skill, knowledge and ability in his/her present job and the amount of supervision required in it.
- c. Alertness, accuracy and general efficiency.
- d. Ability to carry out instructions and aptitude to initiate completed job.
- e. Ability to accept responsibility.
- f. Reliability and punctuality.
- g. Demonstrated attitude toward the District, supervisor, fellow employee and District customer.

- h. Ability to work and get along with others.
- i. Health and physical condition.

#### 19.11 Hiring and Promotion

New employees shall be hired at the hiring rate in effect for the particular classification to which the appointment is made. The date of hire shall be the salary anniversary date. In the event that the department manager cannot recommend advancement, the employee will remain on the same salary step until advancement is earned, at which time a new anniversary date will be established. The department manager will advise the employee as to the reason he/she is not advancing. If the employee submits a written request as to why he/she is not advancing, the District will give a written response.

#### 19.12 Transfers within Job Classifications

When the same job classification exists in more than one (1) department, division or section of the District, employees of the same job classification may be transferred or assigned to different work areas in different departments, divisions or sections in the District. When a job opening becomes available where there are employees of the same classification in other departments, divisions or sections, the District will consider the desires of any employee to transfer to the new location. However, it is the District's sole decision to determine if an employee is so transferred.

When such a job opening occurs, a notice of such opening shall be placed on all designated bulletin boards listed in Section 19.2.a for at least five (5) working days prior to the filling of said jobs.

#### 19.13 Availability List

As job openings are filled, the remaining qualified in-house job applicants who were not selected to fill the job opening shall be placed on an availability list in their order of qualification as determined by the recruitment selection process, and shall be considered for any future job opening which may occur within the same job classification for a period of six (6) months. If a future job opening occurs within a six (6) month period in the same job classification, and there are at least four (4) qualified individuals on the availability list for that job classification, the appointing authority (Assistant General Manager or General Manager) shall award the position to any qualified individual from the availability list under the same provisions provided in 19.2.e., without reposting a job opening notice on designated bulletin boards. If only three (3) qualified individual exists on an availability list, the appointing authority, at their discretion, may choose to either fill the job vacancy with any qualified individual from the availability list, or open a recruitment to fill the job vacancy.

#### 19.14 Test Dates

If an employee is absent on a previously scheduled test date due to a medical or bereavement emergency, then the employee will be offered an alternate test date, scheduled by the District, no later than fourteen (14) days after the initial test date. Verified documentation of emergency in a format satisfactory to the District must be provided.

#### 19.15 Temporary, Seasonal, and Contract Employees

- a. Temporary, seasonal and contract employees shall not be a part of the bargaining-unit, but may be employed by the District to perform bargaining-unit work to meet operational needs of a limited duration.

- b. Upon request of the Association, the District will meet and confer with the Association regarding the impact of the District's use of temporary, seasonal and contract employees on the bargaining-unit.
- c. A temporary employee may be hired for a limited period, ordinarily not to exceed nine (9) months, for a special project or to replace an employee on a leave of absence or vacation. If the District determines that a duration in excess of nine (9) months is warranted, it shall meet and confer with the Association regarding the duration of the temporary assignment. A temporary employee must be fully qualified to perform the job tasks to which he/she is assigned.
- d. A seasonal employee may be hired to fill a recurring position or job need, for a reasonable amount of time. A seasonal employee must be fully qualified to perform the job tasks to which he/she is assigned. Upon request of the Association, the District agrees to meet and confer to define reasonable time.
- e. A contract employee is an employee of another entity (a temporary agency, for example), who is not on the District's payroll, but who is engaged to perform bargaining-unit work at the District. A contract employee must be fully qualified to perform the job tasks to which he/she is assigned.
- f. The provisions of section 19.15 shall not apply to temporary, seasonal or contract employees engaged by the District to perform non-bargaining-unit work.

## SECTION 20 – WAGES

### 20.1 General

A list of job classifications and applicable wage rates effective May 1, 2024 for employees covered by this agreement are set forth in Exhibit B. Those wage rates reflect a 4.0% wage increase from the wage rates prior to May 1, 2024 and which were in effect in 2023. In addition, employees (a) employed on May 1, 2024 will receive sixty (60) days of retroactive pay for the time period January 1, 2024 through February 29, 2024 (b) for the dates such employees were actually employed during this time period. Effective January 1, 2025, all represented job classifications shall receive a further 4.0% wage increase. Effective January 1, 2026, all represented job classifications shall receive a further 4.0% wage increase.

### 20.2 New Hires

Effective May 17, 2024, and for employees hired on or after May 17, 2024, a second pay range shall be established for all classifications that were more than 5.0% above the median in salary in 2023, the top step of which pay range shall be set on May 17, 2024 equal to the 2023 median, plus the 4.0% wage increase set forth in Section 20.1. The applicable classifications are as follows:

Administrative Clerk I	Inventory Specialist
Administrative Clerk II	Information Technology Service Desk Analyst I
Buyer	Information Technology Service Desk Analyst II
Custodian	Journey Layout and Fabric Welder
Customer Service Representative I	Maintenance Worker I
Customer Service Representative II	Maintenance Worker II
Engineering Technician – Civil I	Park Aide
Engineering Technician – Civil II	Park Maintenance Worker I
Engineering Tech – Electrical 1	Park Maintenance Worker II
Engineering Tech – Electrical II	Parts Specialist
Engineering Tech – Water Distribution I	Purchasing Technician
Engineering Tech – Water Distribution II	Senior Customer Service Representative
Field Service Representative	Surveying Technician I
Fleet Equipment Technician	Surveying Technician II
Fleet Small Equipment and Tool Tech	Warehouseperson
Heavy Equipment Operator	Water Distribution Operator

Any new hire to the District on or after May 17, 2024 will be hired into the new / second pay ranges. In addition, any new hire hired into a new / second pay range will be treated as a “new” employee for the duration of the individual’s District employment if the employee later promoted or otherwise changed jobs at the District to another classification containing a second pay range. The District agrees it will not factor whether an employee’s pay is in a new / second tier or a grandfathered tier in making overtime assignment and promotion decisions.

The new pay ranges effective May 17, 2024 are set forth in Exhibit C. These wage rates will be increased by 4.0% effective January 1, 2025 and further increased by 4.0% effective January 1, 2026.



The District and TIDEA agree that neither party will rely on the results of the 2023 Ralph Andersen & Associates compensation study as the basis for proposals in future MOU negotiations.

### 20.3 Paydays

Pay periods shall be from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) day of the month inclusive, and the sixteenth (16<sup>th</sup>) through the last day of the month inclusive. Regular paydays shall be the fifth (5<sup>th</sup>) and the twentieth (20<sup>th</sup>) of the month unless the day falls on a Saturday, Sunday, or Holiday.

### 20.4 Temporary Upgrading to a Job Listed in the District's Classification Manual

An employee, temporarily assigned to work in a classification of any District job higher than his/her regular classification, and who is subject to performing all of the duties and requirements of the higher classification, shall be paid for time worked in the higher classification at the rate of the higher classification which is at least five percent (5%) above his/her current rate, provided that the time worked is not less than four (4) hours during the day (or two (2) hours during the day in the case of a Custodian temporarily upgraded to a Maintenance Worker). Employees in training with an employee of the higher classification will not be compensated at the higher rate of pay.

### 20.5 Temporary Upgrading to a Job Assignment not Listed in the District's Classification Manual

a. An employee temporarily assigned to a job assignment not listed in the District's job classification manual and the work performed is above and beyond the knowledge, skills and ability of their current classification, shall receive ten percent (10%) above his/her current rate for the time worked at that assignment, provided the time worked is no less than four (4) hours per day.

#### b. Crane Operation

1. An employee who obtains and maintains the National Commission for the Certification of Crane Operators (NCCCO) crane License/Certification for Telescopic Boom-Swing Cab (TLL) and Telescopic Boom-Fixed Cab (TSS) shall receive a twenty percent (20%) temporary pay upgrade for a minimum of four (4) hours per day at his/her current rate of pay for the time worked in connection with operating, rigging and inspecting the crane.

2. An employee who has the National Commission for the Certification of Crane Operators (NCCCO) crane License/Certification for Telescopic Boom-Swing Cab (TLL) and Telescopic Boom-Fixed Cab (TSS) shall receive a twenty percent (20%) temporary pay upgrade for actual time spent in operating, rigging and inspecting the crane in conjunction with training needed for re-certification of a crane License/Certification.

### 20.6 Temporary Upgrading: Effect on Holiday Pay

Employees shall be paid for holidays at the upgraded rate of pay, if he/she has been upgraded for forty (40) consecutive hours or more, prior to the holiday. If the employee has been temporarily upgraded for less than forty (40) consecutive hours prior to the holiday, he/she shall be paid for the holiday at the rate of pay they were receiving in their regular position classification.

20.7 Temporary Upgrading: Effect on Vacation, Sick Leave, and Compensatory Time Off Pay  
Employees on temporary upgrades who utilize vacation, sick leave or CTO while temporarily upgraded shall be compensated for vacation, sick leave and/or CTO as follows:

If temporarily upgraded for three hundred sixty (360) or more consecutive hours prior to the utilization of vacation, sick leave, or CTO, the employee shall be paid for the vacation, sick leave and/or CTO at the upgraded rate of pay.

If the employee has been temporarily upgraded for less than three hundred sixty (360) consecutive hours, prior to the utilization of vacation, sick leave, or CTO, he/she shall be paid for the vacation, sick leave, or CTO at the rate of pay they were receiving in their regular position classification.

20.8 Temporary Upgrade Pay when an Employee is Called Back to Work in His/Her Regular Classification During an Emergency Situation

If a temporarily upgraded employee is called back to work in his/her regular classification during an emergency situation, the employee shall be paid at the overtime rate of pay he/she would have received in their regular classification.

## SECTION 21 – DISCIPLINE AND DISCHARGE

### 21.1 Reasons for Discharge or Discipline

Each of the following constitutes just cause for discharge or discipline of an employee:

- a. Unexcused absence.
- b. Tardiness.
- c. Abuse or misuse of District property.
- d. Failure to keep supervisor aware of your whereabouts during duty time when availability may be required.
- e. Abuse of any paid or unpaid leave.
- f. Conviction of a misdemeanor or infraction for a moving vehicle violation while operating a District vehicle, conviction of a misdemeanor involving moral turpitude, or conviction of a felony. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), to a charge of a felony or a misdemeanor or infraction of the type described above is deemed to be a conviction within the meaning of this subsection.
- g. Possession, use or under the influence of alcohol, while at work or on District property.
- h. Insubordination or insubordinate conduct.
- i. Violation of a safety rule or practice.
- j. Incompetency.
- k. Dishonesty.
- l. Discourteous treatment of the public or other employees.
- m. Violation of an officially adopted District rule, regulation, or policy.
- n. Falsification of any District report or record.
- o. Inefficiency.
- p. Inexcusable neglect of duty.
- q. Physical altercation with anyone while on the job.
- r. Driving a District vehicle without a valid California motor driver license for the vehicle driven.
- s. Theft, misappropriation, or unauthorized use of District property or of property held in trust by the District.
- t. Leaving assigned place of work without proper authorization.
- u. Doing or performing non-District work while on the job.
- v. Fraud or misrepresentation in securing employment, a promotion, a transfer, or a different job within the District.
- w. Taking extended break periods.
- x. Giving special treatment or favoritism to one District customer over another.
- y. Acceptance from any source of a reward, gift or other form or remuneration in addition to regular compensation for the performance of an employee's official District duties.
- z. Possession of a firearm while on duty or on District premises without authorization from the District. However, employees residing in District owned houses shall not be subject to discipline under this section based upon the mere possession of firearms in such houses, nor shall employees who lawfully transport firearms in their personal vehicles for use before or after work time be subject to discipline under this section for retaining their firearms in their vehicles while parked on District property if District property is the only possible parking location.

- aa. Harassment on any basis prohibited by federal or state law (which currently prohibit harassment on the basis of sex, national origin, race, religion, age, ethnicity, disability, marital status, or other basis prohibited by federal or state law.)
- bb. Possession, use, under the influence of, or trafficking in any illegal drug, including a Controlled Substance while at work or on District property.
- cc. Testing positive to alcohol if the employee's test exceeds acceptable levels published in the Code of Federal Regulations (49 CFR section 382.201, or its subsequent replacement regulation).
- dd. Testing positive to any controlled substance or illegal drug if the employee's test exceeds acceptable levels published in the Code of Federal Regulations (49 CFR section 40.29, or its subsequent replacement regulation).
- ee. Carelessness.
- ff. Negligence.
- gg. Any other acts or conduct that are inimical to the integrity of District operations or its rendering of services to the public.
- hh. Intentional or willful violation of the District's Information Technology Acceptable Use Policy.

## 21.2 Fitness for Duty

All employees shall be fit to perform their duties in a safe and efficient manner. Accordingly, where there is reasonable cause or reasonable suspicion to believe that an employee is under the influence of any substance; he/she may be required to submit to a medical examination. If deemed appropriate by the doctor, this may include blood, urine and/or breathalyzer tests. Refusal to submit to these tests will be considered insubordination and may subject the employee to discipline, up to and including termination.

Managers and supervisors may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.

"Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced.

## 21.3 Positive Discipline

The District and Association agree to follow the "Positive Discipline" model as the process for addressing work performance and employee conduct issues.

## SECTION 22 – SENIORITY

### 22.1 Definitions

“Seniority”; “Regular Employee”; “Probationary Employee”; “Probationary Period”, “Part Time Employee”; “Time in Grade”; as used in this Memorandum.

- a. “Seniority” shall mean the length of an employee’s continuous service with the District from his date of hire as a probationary employee.
- b. “Regular Employee” shall mean an employee who has successfully completed an initial probation period in a regular position.
- c. “Probationary Employee” shall mean an employee who is serving a probationary period for the position and/or class in which he/she is currently employed.
- d. “Probationary Period” shall mean a working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. For all employees hired after December 31, 2011, the test period shall be twelve (12) consecutive months.
- e. “Part Time Employee” shall mean an employee who is employed to work less than eight (8) hours per day, or forty (40) hours per week, or twelve (12) full months per year.
- f. “Time in Grade” shall mean the length of continuous service in the respective work sections.

### 22.2 Probation

An employee hired after December 31, 2011 shall not attain seniority until he/she has completed a probationary period of twelve (12) consecutive months service in a regular position with the District. During the probationary period, the individual may be terminated by the District (subject to the provisions of section 19.7 in the case of promoted employees) for any reason without recourse to the grievance procedure. Upon completion of the probationary period, the employee’s seniority shall date from his/her date of hire as a probationary employee.

### 22.3 Termination

The continuous service and the seniority status of an employee shall be terminated upon the happenings of any of the following events:

- a. The voluntary quitting or retirement of the employee.
- b. Discharge of the employee.
- c. Failure of the employee to report for work within five (5) days after recall to work, or to notify the District within two (2) days after recall to work of his/her intention to report for work.
- d. Failure of the employee to report for work following the conclusion of an approved leave of absence.
- e. Failure of the employee to report to work for three (3) days without authorization from his/her supervisor.
- f. After the employee has been off the job for a period of six (6) months, on disability, the District will terminate the employee unless the employee can show that he/she will be able to return to job duties within a reasonable period of time. However, for a period of one (1) year after the effective date of termination, the employee shall be eligible to apply under Section 19.2, Selection Process, for any job opening for which he/she is qualified. An employee terminated by application of this section may be entitled to receive long term disability benefits as provided in section 17 of this MOU.
- g. Disability, which cannot be ‘reasonably accommodated’ or which, if accommodated, would

cause ‘undue hardship’ to the District. For purposes of this section, the terms reasonable accommodation and undue hardship shall have the same meanings as are given to those terms in the Americans with Disabilities Act and/or the California Fair Employment and Housing Act.

h. The suspension or revocation of the employee’s driver license where that driver license is a requirement of the employee’s job function. The employee shall be suspended from their job for ninety (90) workdays. If at the end of the ninety (90) workdays suspension the employee is unable to obtain the appropriate driver license the employee shall be terminated.

22.4 Reduction in Force (Layoffs)

When it becomes necessary to reduce the District’s work force, employees shall be “laid off” on the basis of their seniority within the affected classification. If two (2) or more employees have equal seniority within the affected classification, then the determining factor for layoff will be on the basis of their seniority within the affected department. If two (2) or more employees have equal seniority within the affected classification and department, then the determining factor for layoff will be on the basis of their District seniority.

a. Order of Layoff

When a reduction in force is necessary the order of layoff shall be as follows:

Per Classification Affected

<u>Sequence</u>	<u>Employee Category</u>
First	Original – Probationary Employees
Second	Regular Employees

b. Notice of Layoff

Before an employee is laid off, the employee and the Association shall be notified in writing of such contemplated layoff at least twenty (20) working days prior to the effective date of the layoff.

c. Employee Alternatives

Within five (5) working days from the receipt of the Notice of Layoff, the affected employee shall in writing elect one or more of the following alternatives:

1. Apply for an existing job vacancy, if any, in any District job classification for which the employee is qualified so long as the provisions of Subsection 19.4 are not violated.
2. Elect to exercise his/her bumping rights, if any, under Subsections 22.4d and 22.4e below.
3. Elect to be laid off.
4. Elect to retire from the District if eligible for retirement.

d. Bumping Rights – All Employees

When an employee is displaced from his/her regular job during a reduction in force, the employee shall be given the opportunity to replace other employees in equal or lower pay classifications in accordance with the following:

1. The employee has previously occupied and successfully completed the Probationary Period for the classification being bumped into.
2. The employee has more classification seniority than the employee being replaced. The least senior employee in the affected classification shall be bumped first.
3. The employee has more department seniority than the employee being replaced.

4. The employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days.

5. The employee shall be placed at a step level within the salary range in the new job classification at which the District determines the employee is able to perform satisfactorily.

Employees affected by bumping can in turn exercise these bumping rights subject to the same limitations indicated above.

e. Bumping Rights – Employees with Ten (10) or more Years of District Seniority

An employee who is notified by the District that he/she is to be laid off and who has more than ten (10) years District seniority, and who has been unsuccessful in applying Subsection 22.4d, Bumping Rights, shall have the right to replace other employees in an entry level job classification in accordance with the following:

1. The District shall determine which entry level job classification will be available to the employee. A list of entry level job classifications will be prepared at the time an employee is affected by Subsection 22.4e.

2. The employee must have more District wide seniority than the employee being replaced. The least senior employee in the affected classification shall be bumped first.

3. The employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days. Each employee shall be given two (2) chances to perform a bumped classification efficiently.

4. The employee shall be placed at a step level within the salary range in the new job classification, at which the District determines the employee is able to perform satisfactorily. Employees affected by bumping can in turn exercise bumping rights subject to the same limitations indicated above.

f. Failure to Elect Alternative

If the affected employee (1) fails to indicate his/her election in writing within five (5) working days specified under Subsection 22.4c above or (2) is unable or declines to apply for or bump into another job and is unable or declines to elect retirement, then the employee shall be laid off on the effective date of the layoff specified in the Notice of Layoff.

g. Layoff while Pending Results of Job Application or Completion of Bumping Trial Period

The employee shall be laid off on the effective date of the layoff even though the employee has applied for an existing job vacancy in any District job classification for which the employee is qualified, but the selection process has not been completed through no fault of the employee. However, an employee who has exercised his/her bumping rights shall not be laid off until or unless he/she has unsuccessfully completed his/her trial period.

## 22.5 Recall from Layoff and Other Reemployment Rights

a. Recall from Layoff

Where there is a vacancy or an increase in the work force after a layoff, laid off employees shall be recalled to job vacancies in order of seniority as follows:

In any classification (1) which the employee previously occupied and successfully completed a probationary period and; (2) which the employee is able to prove his/her ability to perform the job efficiently by the end of a trial period of ten (10) working days.

Each laid off employee's recall rights expire one (1) year after the effective date of the employee's layoff.

b. Other Reemployment Rights

For a period of one (1) year after the effective date of the layoff, the employee shall be eligible to apply under Section 19.2, Selection Process for any job opening for which he/she is qualified.



## SECTION 23 – GRIEVANCE PROCEDURE

### 23.1 Purpose

The purpose of this Grievance Procedure is to insure that all employees are treated equally and fairly, and to provide an equitable means of resolving disputes.

### 23.2 Definition of Grievance

A grievance is a disagreement between District management and an employee, group of employees, or the Association concerning the interpretation, application, or violation of a specific section(s) of this Memorandum of Understanding.

### 23.3 Right of Representation

During all stages of the Grievance Procedure, an employee may represent himself/herself or be represented by anyone of his/her choosing.

### 23.4 Grievances and Responses Must be in Writing

All grievances submitted shall be in writing and all responses shall be in writing.

### 23.5 Grievance Procedures for Discharge, Demotion, Reduction in Pay, and/or Suspension of Five (5) Days or More

The procedure for grievances alleging unjust discharge shall be as follows:

a. Within twenty (20) calendar days after receipt of the District's decision, the employee or the Association, may submit to the General Manager a written request for advisory arbitration. Within fourteen (14) calendar days from receipt of the said written request for advisory arbitration, the General Manager shall request the California State Mediation and Conciliation Service to mail the names and resumes of five (5) arbitrators to the General Manager and the employee or employee's representative. Upon receipt of said names, the General Manager and the employee or his representative shall alternatively eliminate from the list one (1) name at a time until only one (1) name remains. The order of striking arbitrator's names shall be determined by lot. The General Manager shall then contact the selected arbitrator in writing requesting a hearing. The arbitrator shall serve his written decision on the parties within sixty (60) calendar days after close of the hearing, unless the parties stipulate to a longer period. The fees and cost of the arbitrator and court reporter shall be borne fifty percent (50%) by the District and fifty percent (50%) by the employee or Association depending upon who requested arbitration. The arbitrator's decision shall be advisory and shall be reviewed and considered along with a transcript of the hearing by the District's Board of Directors. The employee may request an appointment to address the board regarding the grievance. However, no additional testimony or fact finding information will be allowed.

The Board of Directors shall notify the employee of its final decision within twenty (20) calendar days after issuance of said advisory opinion. If not satisfied, the employee or the Association may thereafter file an appropriate action in federal and/or state court for a trial de novo regarding the underlying dispute.

### 23.6 Grievance Procedures for Reasons not Covered in 23.5

The procedure for all grievances arising under this MOU not covered by paragraph 23.5 shall be as follows:

- a. The initial step in the adjustment of a grievance shall be presented to the employee's department manager within thirty (30) calendar days from the date the incident occurred or the date on which the employee became aware or had reason to become aware of such incident. The Department Manager has sixteen (16) calendar days in which to respond.
- b. The decision made in paragraph 23.6.a will be deemed to be the final settlement of the grievance unless appealed in writing to the Assistant General Manager within fourteen (14) calendar days from the date the department manager's decision is rendered. The Assistant General Manager shall respond in writing within fourteen (14) calendar days.
- c. The decision made in paragraph 23.6.b will be deemed to be the final settlement of the grievance unless appealed in writing by the employee within fourteen (14) calendar days from the date the Assistant General Manager's decision is rendered to the General Manager. The General Manager will respond in writing within fourteen (14) calendar days.
- d. The decision made in paragraph 23.6.c will be deemed to be final unless appealed in writing by the employee to the District's Board of Directors within fourteen (14) calendar days, and they will answer in writing within thirty (30) calendar days. If not satisfied, the employee or the Association may thereafter file an appropriate action in federal or state court for a trial de novo regarding the underlying dispute.

## SECTION 24 – MEDICAL EXAMINATIONS

### 24.1 Medical Examination Requirement for Promotion

- a. Medical examinations may be required prior to an employee being promoted to a new job classification. If an examination is required, the employee will be promoted if in the opinion of the licensed medical examiner he/she is medically capable of performing the duties assigned to the position.
- b. All medical examinations will be performed by a licensed physician and licensed laboratories (certified by the State of California for that test) designated by the District and the District will pay the cost of the medical examination and laboratory tests.
- c. Where a medical examination discloses a medical or psychological condition in the employee which creates rights and responsibilities arising under the Americans with Disabilities Act and/or the California Fair Employment and Housing Act, the District, the Association and the employee agree to comply with the requirements of those laws in evaluating whether the promotion may be granted.

### 24.2 Accident and Special Medical Examination

- a. When there is reasonable suspicion that an employee is unable because of a possible medical condition or being under the influence of alcohol or a Controlled Substance to perform his/her job duties, the employee may be required by the District to undergo a medical examination. The medical examination may include substance testing and/or psychological testing. Any employee who is directly involved in an accident, including vehicular accidents, or who may have been involved in the sequence of events leading up to an accident, may be required to undergo a medical examination if the supervisor or manager has reasonable cause to believe that a medical condition or the use of alcohol or a Controlled Substance contributed to the cause of the accident.
- b. All medical examinations will be performed by a licensed physician and licensed laboratories (certified by the State of California for that test) designated by the District and the District will pay the cost of the medical examination and laboratory tests.
- c. Any employee who refuses to undergo the required examination or to take any required substance or psychological test shall be considered unfit to work. The employee may then be subject to discipline, up to and including dismissal from employment with the District.
- d. An employee shall be considered unfit to work if the employee tests positive for alcohol or a Controlled Substance, if it impairs job performance or creates a risk to the health and safety of the employee or others. Any employee who tests positive for alcohol or a Controlled Substance shall be scheduled by the Human Resources Department with an EAP counselor for a mandatory intake appointment. Failure of the employee to attend any EAP appointment may result in discipline. If it is determined that an employee needs further assistance the employee must follow the assistance plan outlined by the EAP counselor. Failure of the employee to follow the assistance plan outlined by the EAP counselor may result in discipline.
- e. An employee who has a medical condition (including, but not limited to a physiological or psychological related condition) which, in the opinion of the licensed medical examiner, impairs the employee's job performance or creates a risk to the health and safety of the employee or others shall be relieved from duty without pay until the employee is cleared for duty by the licensed medical examiner.

f. If the employee at the employee's own expense presents subsequent medical evidence acceptable to the Director of Human Resources or designee that shows that the employee meets the medical requirement for the employee's job classification with no limitations, the District will designate another licensed medical examiner (not affiliated with the first or second medical examiner) and that opinion shall be final.

g. If the employee does not obtain a clear medical opinion within a reasonable time, not to exceed twenty-one (21) calendar days, after the date the employee first received the licensed medical examiner's adverse determination, then the employee may be subject to discipline, up to and including dismissal from employment. The District may dismiss from employment any employee who is unfit to work under this Section 24.2.

## SECTION 25 – SAFETY

### 25.1 Safety Committee

The District shall establish a Safety Committee composed of four (4) employees chosen from the bargaining-unit job classifications and four (4) employees chosen from the non-bargaining-unit job classifications. The Safety Committee shall have regular safety meetings and shall make regular recommendations to the District in the interest of maintaining safe working conditions for all employees. The committee shall also review all accident reports and make periodic inspections of all District facilities.

The members of the committee from the bargaining-unit job classifications will be appointed by the Association from different work groups. The members of the committee from the non-bargaining-unit job classifications will be appointed by the General Manager from different work groups.

Each member of the committee shall serve a two (2) year term. The terms of four (4) members of the committee shall expire on January 1 of even numbered years, and the terms of the other four (4) members of the committee shall expire on January 1 of odd numbered years. After a member serves four (4) consecutive years, that member may not be reappointed for a period of two (2) years.

## SECTION 26 – OUTSIDE EMPLOYMENT

### 26.1 Restrictions Regarding Outside Employment

A District employee shall not engage in any outside employment that is detrimental to or in conflict with his/her duties or service with the District. Employees shall be subject to appropriate departmental policies and procedures affecting outside employment. The General Manager and Assistant General Managers shall have the right to promulgate policies and procedures affecting his/her Administration's employees with regard to this policy.

The purpose of this section is to effectuate the policies set forth within California Government Code Sections 1125, 1126, 1127 and 1128.

SECTION 27 – SPECIAL PROVISIONS

27.1 Recreation Employees Living at Don Pedro

The District will pay electricity cost for all Don Pedro Recreation Agency employees who live at the recreation area up to 2,000 KW hours per month.

27.2 Board Meeting Agendas Sent to Association

- a. Copies of the agendas of the meetings of the Turlock Irrigation District Board of Directors will be sent to the Association President prior to the meeting. Copies of the minutes of meetings of the Board of Directors will be sent when approved.
- b. Copies of those items which are public records pursuant to Section 54957.5 of the Government Code will be made available to the Association.
- c. The Association may request items be placed on the Board agenda which have a substantial effect on the Association. When such an item is scheduled for consideration by the Board of Directors, one representative from the Association, designated by the association in writing, may attend that Board meeting when the above item is considered on the agenda.

27.3 Housing Requirements

Employees with the following job classifications, who are regularly assigned to the Don Pedro Powerhouse, are required to live in housing provided and assigned by the District as a condition of the employee’s employment, and shall sign the form lease agreement as shown in Exhibit F. The District and Employees Association agree to meet and confer on revisions to the form lease agreement attached as Exhibit F. Changes to the lease agreement in Exhibit F shall only occur by mutual agreement of the District and Employees Association.

<u>Classification</u>	<u>Residency Requirements</u>	
	<u>Location</u>	<u>Requirement</u>
Apprentice Power Plant Technician	Don Pedro	All power plant classifications regularly assigned to the Don Pedro Dam Powerhouse must live in a District house at the Don Pedro Dam area.
Power Plant Supervisor	Don Pedro	All power plant classifications regularly assigned to the Don Pedro Dam Powerhouse must live in a District house at the Don Pedro Dam area.
Power Plant Technician	Don Pedro	All power plant classifications regularly assigned to the Don Pedro Dam Powerhouse must live in a District house at the Don Pedro Dam area.

Notwithstanding the above, the District and Association agree as follows:

- a. With the exception noted below, the District will grant permission to an employee in the job classification of Power Plant Technician and Apprentice Power Plant Technician subject to the requirements of section 27.3 to not reside on a permanent basis in District housing, provided that the following conditions are met and maintained by the employee:

1. The employee makes a written request for permission to not reside on a permanent basis in District housing.
  2. The employee must reside in the District provided housing at the assigned residence during all times when the employee is on-call.
  3. The employee maintains a primary home or residence within forty (40) miles (motor vehicle driving miles) of the Don Pedro Power Plant.
- b. Exceptions: if an employee is under probation, or under an active disciplinary action, or has received a revocation in accordance with c. below, the District may at its sole discretion deny permission in a.
- c. Permission to not reside on a permanent basis in District housing may be revoked by the District upon thirty (30) days' advance written notice to the employee. Such revocation shall be at the sole discretion of the District and may include failures to respond within the required time when on-call or disciplinary matters.
- d. On-call periods will continue to be assigned at the District's discretion. All on-call requirements, including availability requirements, will continue in full effect without change.
- e. The District may also grant, deny and or revoke permission to a Power Plant Supervisor subject to the requirements of section 27.3 to not reside on a permanent basis in District housing, provided that the above conditions are met.

#### 27.4 Vehicle Mileage Allowance

The mileage allowance paid to employees who use their personal vehicle for official District business shall be set at the current Internal Revenue Service "standard mileage rate."

#### 27.5 Tools and Equipment Language

Employees classified as Apprentice Electronic Technician, Apprentice Meter Technician, Apprentice Power Plant Technician, Apprentice Substation Technician, Electronic Supervisor, Electronic Technician, Fleet Equipment Technician, HVACR/Electrical Technician, Meter Supervisor, Meter Technician, Power Plant Supervisor, Power Plant Technician, Substation Supervisor, Substation Technician, and Transformer / Tool Technician, are required to provide certain tools and equipment as outlined in Exhibit D.

#### 27.6 Education Assistance for Bargaining-Unit Employees

It is agreed between the District and the TIDEA that the District shall provide bargaining-unit employees' financial assistance in paying for the cost of tuition, textbooks and registration fees for occupationally related school courses under the following terms and conditions:

- a. To receive educational assistance a bargaining-unit employee must continue to work for the District on a full time basis while taking courses.
- b. The District will contribute to the cost of tuition, textbooks and registration fees for occupationally related educational courses. However, education assistance is limited to two thousand dollars (\$2,000) per calendar year per eligible bargaining-unit employee for classes that begin in that calendar year.
- c. All courses must be taken at an accredited educational institution that is accredited by an accreditation agency that is recognized by the Council of Higher Education Accreditation or the United States Department of Education. To qualify for reimbursement, an employee must receive a grade of "C" or better, or "Pass" if taking a "Pass/Fail" course. No benefit will be payable unless these requirements are met.



- d. To be eligible for educational assistance payments, a bargaining-unit employee must obtain prior approval from the General Manager. The General Manager, in his/her sole discretion shall determine the appropriateness of the request with regard to the relationship between the proposed education courses and the bargaining-unit employee's occupation at the District. The General Manager's decision to approve or disapprove a request for educational assistance is final.
- e. Educational assistance payments applicable to courses begun in a particular calendar year will be made following successful completion of the course and receipt by Human Resources of an official record of grades for the courses. Employees shall submit the official record of grades to Human Resources as soon as possible after completion of the course but, in no case, more than sixty (60) days following completion of the course, to be eligible for educational assistance payments. If an employee timely submits for educational assistance payments for courses begun in the prior calendar year in the next calendar year, it will be without prejudice to the employee's eligibility for educational assistance payments for qualifying courses begun in the next calendar year (i.e. just because an employee receives \$2,000 in January of Year X for courses begun the prior calendar year does not prejudice the employee's eligibility for an additional up to \$2,000 educational assistance payment in Year X for courses begun in Year X).

#### 27.7 Association Bulletin Board Space

The District will provide the Association with 24" x 30" of space for Association business in each of the designated areas listed below:

##### **Designated Bulletin Boards**

Main Office Lunch Room #203  
Broadway Yard Lunch Rooms #133 and #207  
Don Pedro Power Plant  
Don Pedro Recreation Agency Warehouse  
Power Control Center  
Water Distribution Field Office(s)  
Almond Power Plant  
Walnut Energy Center

In addition, the District will provide the Association with three (3) additional bulletin boards, measuring at least 24" x 30", to be mounted at District expense at locations mutually agreed to by the District and the Association.

The Association shall use only designated Association bulletin boards for posting notices of Association business on District premises.

#### 27.8 Employee's Right to Respond to Negative Documents Included in Personnel File

- a. An employee shall be given a copy of any negative document before it is placed in the employee's personnel file (under the custody of the Human Resources Department). The employee shall have a right to respond to the negative document and have that response included in the employee's personnel file.
- b. Four (4) years after the date a negative document was included in an employee's personnel file, the employee may petition the General Manager to have the negative document removed; however, District performance reviews are not subject to removal even though they may contain negative or unfavorable information regarding the employee. In considering the petition, the General Manager shall consider, among other things, the nature of the negative information and

its applicability to the job classification requirements of the employee's current job and the employee's job performance and disciplinary history since the negative document was included in the employee's personnel file. The purging of personnel files with regard to the positive discipline program will be in accordance with time limits set forth in the positive discipline manual.

#### 27.9 Licenses/Certificates/Credentials Reimbursement

The District will reimburse employees for the cost of obtaining, maintaining or renewing a work related license, certificate or credential, when it is required by the District. The Employer may, in its discretion, offer employment to an individual who does not possess a license, certificate or credential which is a job requirement, subject to a requirement that the Employee obtain the license, certificate or credential within a specified time frame. In such circumstances, the Employer shall not be obligated to pay the employee for the cost of initially obtaining the license, certificate or credential.

#### 27.10 Rubber Glove Premium

All eligible employees/crews who are certified to work on energized high-voltage conductors or become certified to work on energized high-voltage conductors shall receive a six percent (6%) premium above their hourly base rate while performing rubber glove work. In the event the employee does not successfully complete the rubber glove training, they will not receive the premium.

#### 27.11 Association Interior Space

The District shall provide the association with interior space, which may or may not be enclosed office space, in which the Association may place a locking file cabinet, purchased by the Association, for the storage of Association materials. The Association is responsible for keeping the filing cabinet drawers locked.

#### 27.12 Hazardous Materials Premium

- a. A premium of ten percent (10%) of an employee's base hourly rate shall be paid to employees during the time period that they are directly involved with application of or remediation efforts involving "Hazardous Materials," in accordance with the provisions of section b. and c., below.
- b. The application premium will be paid only in the event that a supervisor determines the following:
  1. that the labeling of the product requires the applicator to wear a full body Tyvek suit or equivalent or respirator in order to perform the preparation, application or clean-up;
  2. the employee has been provided and successfully completed all necessary certification(s) and District training on the handling and application of hazardous materials.
- c. The remediation premium will be paid only in the event that a supervisor determines the following:
  1. that an accidental, unintentional and/or unavoidable release of "hazardous materials" (as defined below) has occurred;
  2. that the release results in or requires exposure of the employee to hazardous material during the period of clean up;
  3. which requires the employee to wear a full body Tyvek suit or equivalent or respirator in order to perform the handling operations;

4. the employee has been provided and successfully completed all necessary certification(s) and District training on the handling and cleanup of hazardous materials. As used in this section, the term “hazardous materials” is limited to the following: “Hazardous material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment because it has been released into the workplace or the environment.

#### 27.13 Bilingual Pay

Employees in the classification of Customer Service Representative who are fluent in Spanish and English shall be eligible for bilingual pay in the amount of one dollar (\$1.00) per straight time hour worked. In order to receive this pay, the employee must pass a Spanish language test, developed and administered by the Human Resources Department, demonstrating fluency in Spanish. Employees are subject to periodic re-testing at the discretion of the District.

The District may, in its discretion, make eligible for bilingual pay additional classifications, or positions within a classification, and/or languages other than Spanish. For an additional classification or positions or language to be eligible, a recommendation from the Director of Human Resources supporting the additional position or classification or language to the General Manager, and approval by the General Manager or designee, is required. The General Manager's decision shall be final and not subject to grievance. The key criteria for bilingual pay shall be significantly improved communication with and service to the District's customers by an employee regularly utilizing the subject language.

#### 27.14 On-Duty Accident Causing Death

In the event that a bargaining unit member is involved in an on-duty accident which causes his/her death, the District shall pay to his/her dependents the cost of COBRA medical insurance benefit coverage for eighteen (18) months immediately following the death.

#### 27.15 Safety Boots

a. Employees in the following classifications shall be eligible for a safety shoe (steel toe leather boots with ASTM F2413 designation) reimbursement of up to three hundred dollars (\$300) every two (2) calendar year period, with the first two (2) year period consisting of the 2024-2025 time period.

Apprentice Electronic Technician  
Apprentice Instrument and Control Technician  
Apprentice Meter Technician  
Apprentice Power Plant Technician  
Apprentice Power Plant Technician – Gas Turbine  
Apprentice Substation Technician  
Electronic Technician  
Instrument and Control Technician  
Journey Layout and Fabrication Welder  
Meter Technician  
Power Plant Supervisor

Power Plant Supervisor – Combined Cycle  
Power Plant Technician  
Power Plant Technician – Gas Turbine  
Substation Supervisor  
Substation Technician  
Transformer / Tool Technician  
Warehouseperson (permanently assigned to power generation)

b. Employees in the following classifications shall be eligible for leather safety boots reimbursement of up to two hundred fifty dollars (\$250) every two (2) calendar year period, with the first two (2) year period consisting of the 2024-2025 time period:

Chief Ranger  
Crew Supervisor  
Custodian  
Engineering Technician I-II (Civil, Electrical & Water Distribution)  
Fleet Equipment Technician  
Field Service Representative  
Heavy Equipment Operator  
Improvement District Troubleshooter  
Inventory Specialist  
Maintenance Worker I & II  
Park Aide  
Park Maintenance Worker I & II  
Ranger I  
Surveying Technician I & II  
Warehouseperson  
Water Distribution Operator

Employees must provide a receipt to the Department Manager to receive reimbursement.

#### 27.16 Deferred Compensation

An employee may elect in writing for the District to make pre-tax deductions from the employee's salary to deferred compensation by specifying the dollar or percentage the employee wishes deducted, up the maximum permitted by law.

#### 27.17 Tool Allowance for Fleet Equipment Technician

Employees in the classification of Fleet Equipment Technician shall receive an annual tool allowance of five hundred dollars (\$500) to be paid in equal amounts each pay period. This allowance is to be used specifically for tools needed to perform their District job duties and because the District and TIDEA have agreed that Fleet Equipment Technicians are required to provide their own tools, including tools needed when technology or equipment changes necessitate buying new or additional tools.

## SECTION 28 – DRIVER LICENSE REQUIREMENTS

### 28.1 Driver License Requirements: Promotion

Employees promoted to a job classification requiring a driver license other than what the employee presently possesses, will be required to obtain such license within ninety (90) working days after entering the probationary period of the promotional job classification. Failure to obtain such license will automatically terminate probation and the promotion, and the provision of Section 19.7 shall apply. The District shall pay certain expenses towards the cost of the employee obtaining the Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.
- b. Written Examination. The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will incur the cost of the written examination and will provide the time reasonably necessary for the written examination.
- c. Driving Examination. The driving examination will be administered by the California Department of Motor Vehicles (DMV). The District will incur the cost of the driving examination and will provide the time reasonably necessary for the driving examination.

### 28.2 Driver License Requirements: Renewal with Good Driving Record

The District shall pay certain expenses towards the cost of the employee renewing a job required Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination. An employee may use his or her own personal physician to conduct such an examination, but in such cases the employee will be responsible for the payment of the cost of the physical exam.
- b. Written Examination. The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will pay the cost of the written examination and will provide the time reasonably necessary for the written examination.

### 28.3 Driver License Requirements: Renewal with Minor Violations not Totaling More than Three (3) Points

The District shall pay certain expenses towards the cost of an employee with minor violations not totaling more than three (3) points when renewing a job required Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.
- b. Written Examination. The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will pay twenty-five dollars (\$25) towards the cost of the written examination and will provide the time reasonably necessary for the written examination.
- c. Driving Examination. The driving examination will be administered by the California Department of Motor Vehicles (DMV). The District will incur the cost of the driving examination and will provide the time reasonably necessary for the driving examination.

#### 28.4 Driver License Requirements: Renewal with Major Violations Totaling More than Three (3) Points

The District shall pay certain expenses towards the cost of an employee with major violations totaling more than three (3) points when renewing a job required Class A or B license as follows:

- a. Physical Examination. All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.
- b. Written and Driving Examinations. The written and driving examination will be administered by the California Department of Motor Vehicles (DMV). The District will pay twenty-five dollars (\$25) towards the cost of the written and driving examinations and will provide a District vehicle for the driving examination. The District will provide the time reasonably necessary for the written examination. The employee shall use their own personal time necessary for the driving examination.

#### 28.5 Loss of Driving Privileges

If an employee's driving privileges are revoked or are in the process of being revoked, the employee must notify his/her supervisor immediately upon notification of license suspension or the probability of the suspension of driving privileges.

If an employee's driver license is suspended or revoked it will be presumed that the employee is not qualified to perform the duties and functions of his/her job. The employee therefore shall be placed on a forced leave of absence without pay for a period of ninety (90) workdays or until the employee has his/her driving privileges reinstated, whichever occurs sooner. If at the end of the ninety (90) workdays forced leave of absence the employee is unable to obtain a driver license, the employee shall be terminated from their existing job classification. The Employer agrees to meet and confer with the Association regarding a determination that the employee is not qualified to perform his/her job due to a loss of driving privileges. The ninety (90) day period may be extended where continuation of employment is required by application of disability discrimination laws.

#### 28.6 Use of Accrued Time During Forced LOA

An employee who is placed on a forced leave of absence under Subsection 28.5 above may use accrued vacation or CTO during the ninety (90) workday forced leave of absence period.

#### 28.7 Benefits During Forced LOA

An employee who is placed on a forced leave of absence under Subsection 28.5 above shall continue to receive medical, dental, vision, life and long term disability benefits during the ninety (90) workday forced leave of absence period and the employee shall continue to be required to make the same level of payments for purchase of those benefits as was required when the employee was actively working.

#### 28.8 Request for Waiver of Forced LOA

An employee who is placed on a forced leave of absence under Subsection 28.5 above and who uses all of his/her accrued vacation and CTO may request a waiver of the balance of the forced leave of absence from the General Manager.

## 28.9 Driver License Requirements: Changes in Law

If during the term of this agreement, a change in law requires an employee in a job classification that does not require a Class A or B license to obtain a Class A or B license, he/she will be required to obtain such license within ninety (90) work days after the District notifies the employee that said license must be obtained. The District shall pay certain expenses towards the cost of the employee obtaining the Class A or B license as follows:

- a. **Physical Examination.** All physical examinations will be performed by a licensed physician designated by the District. The District will incur the cost of the physical examination and will provide the time reasonably necessary for the physical examination.
- b. **Written Examination.** The written examination will be administered by the California Department of Motor Vehicles (DMV). The District will incur the cost of the written examination and will provide the time reasonably necessary for the written examination.
- c. **Driving Examination.** The driving examination will be administered by the California Department of Motor Vehicles (DMV). The District will incur the cost of the driving examination and will provide the time reasonably necessary for the driving examination.

## 28.10 Change in Law: Cannot Obtain License

When an employee whose position requires him/her to obtain a driver license under Section 28 and he/she is unable to obtain a Class A or B license under Section 28 within a reasonable time, which shall not exceed sixty (60) work days from the date required by DMV, the employee is no longer qualified to perform the duties and functions of his/her job unless they request and receive a waiver of the licensing requirement from the General Manager.

## SECTION 29 – DEFINITION OF TERMS

### 29.1 Controlled Substance

Any controlled substance as defined by State or Federal law, see for example Schedules I through V of the Controlled Substances Act (21 USC 812), and further defined by Federal regulation, and as may be updated and republished from time to time by the Federal Government. (Examples of the types of substances as defined by State or Federal law include: heroin, marijuana, LSD, opium, cocaine, methamphetamine, codeine, phenobarbital, and many barbiturates).

### 29.2 Y-Rate

The following applies when an employee in a job classification (“former classification”) has been reclassified or demoted to a different job classification (“new classification”) and the employee’s pay in the former classification exceeds the top pay step in the new classification:

- a. The employee will work in the new classification but will be paid at the pay step the employee occupied immediately prior to the reclassification or demotion.
- b. The employee’s former classification pay will be frozen (i.e., no cost-of-living or other adjustments) until the top pay step of the new classification equals or exceeds the employee’s frozen pay (“cross-over”). When the crossover occurs, the employee will be placed at the top pay step of the new classification.



## SECTION 30 – TERM

### 30.1 Term of Agreement

The provisions of this MOU are to remain in full force and effect from January 1, 2024 until December 31, 2026, and continuing thereafter until superseded. Upon adoption of a resolution by the Board of Directors, of the Turlock Irrigation District approving this MOU, this MOU shall be in full force and effect as of Board approval. The parties agree that, in future meet and confer sessions, leading to a succeeding Memorandum of Understanding the parties will meet at mutually agreeable dates and times with a maximum of six (6) representatives each.

*INSERT NEW SIGNATURE PAGE*

## EXHIBIT A

Administrative Clerk I-II  
Apprentice Electronic Technician  
Apprentice Instrument and Control Technician  
Apprentice Meter Technician  
Apprentice Power Control Center Operator  
Apprentice Power Plant Technician  
Apprentice Power Plant Technician – Gas Turbine  
Apprentice Substation Technician  
Buyer  
Chief Ranger  
Crew Supervisor  
Custodian  
Customer Service Representative I-II  
Electrical Dispatcher  
Electronic Supervisor  
Electronic Technician  
Engineering Technician I-II – Civil  
Engineering Technician I-II – Electrical  
Engineering Technician I-II – Water Distribution  
Field Service Representative  
Fleet Equipment Technician  
Fleet and Fabrication Supervisor  
Fleet Small Equipment and Tool Technician  
Heavy Equipment Operator  
Improvement District Trouble Shooter  
Information Technology Service Desk Analyst I-II  
Instrument and Control Technician  
Inventory Specialist  
Journey Layout and Fabrication Welder  
Maintenance Worker I-II  
Meter Technician  
Park Aide  
Park Maintenance Worker I-II  
Parts Specialist  
Power Control Center Operator  
Power Control Center Operator Shift Supervisor  
Power Plant Supervisor  
Power Plant Supervisor – Combined Cycle  
Power Plant Technician  
Power Plant Technician – Gas Turbine  
Purchasing Technician  
Ranger I  
Senior Accounting Technician  
Senior Customer Service Representative  
Substation Supervisor  
Substation Technician  
Surveying Technician I-II  
Transformer/Tool Technician  
Warehouseperson  
Water Distribution Operator

**EXHIBIT B**  
**TURLOCK IRRIGATION DISTRICT**  
**TIDEA**  
**EFFECTIVE MAY 1, 2024**

JOB TITLE	START	6	18	30	42			
		MONTHS	MONTHS	MONTHS	MONTHS			
ADMINISTRATIVE CLERK I	4216.00	4427.00	4648.00	4882.00	5125.00			
ADMINISTRATIVE CLERK II	4649.00	4883.00	5128.00	5382.00	5651.00			
	START	6	12	18	24	30	36	
		MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	
APPR ELECTRONIC TECHNICIAN	42.16	44.27	46.48	48.82	51.25	53.81	56.51	
APPR INSTR & CONTROL TECH	48.78	51.22	53.78	56.47	59.29	62.25	65.37	
APPR METER TECHNICIAN	40.02	42.02	44.12	46.32	48.64	51.07	53.62	
APPR POWER CONTROL CNTR OPER	56.40	59.23	62.18	65.29	68.56	71.99	75.59	
APPR POWER PLANT TECHNICIAN	43.44	45.61	47.89	50.28	52.80	55.44	58.21	
APPR POWER PLANT TECH - GT	44.91	47.15	49.50	51.98	54.58	57.31	60.17	
APPR SUBSTATION TECHNICIAN	41.09	43.14	45.30	47.57	49.94	52.44	55.07	
		START	6	18	30	42		
			MONTHS	MONTHS	MONTHS	MONTHS		
BUYER	5531.00	5808.00	6095.00	6402.00	6722.00			
CHIEF RANGER	6633.00	6965.00	7310.00	7679.00	8062.00			
CREW SUPERVISOR	45.04	47.28						
CUSTODIAN	26.40	27.74	29.10	30.56	32.09			
CUSTOMER SERVICE REP I	4427.00	4647.00	4882.00	5125.00	5380.00			
CUSTOMER SERVICE REP II	4884.00	5126.00	5382.00	5652.00	5936.00			
ELECTRICAL DISPATCHER	5921.00	6216.00	6527.00	6854.00	7196.00			
ELECTRONIC SUPERVISOR	69.13							
ELECTRONIC TECHNICIAN	62.19							
ENGINEERING TECH - CIVIL I	6570.00	6897.00	7246.00	7606.00	7985.00			
ENGINEERING TECH - CIVIL II	7603.00	7984.00	8383.00	8804.00	9241.00			
ENGINEERING TECH - ELEC I	6570.00	6897.00	7246.00	7606.00	7985.00			
ENGINEERING TECH - ELEC II	7603.00	7984.00	8383.00	8804.00	9241.00			
ENGINEERING TECH - WATER DIST I	6570.00	6897.00	7246.00	7606.00	7985.00			
ENGINEERING TECH - WATER DIST II	7603.00	7984.00	8383.00	8804.00	9241.00			

**EXHIBIT B**  
**TURLOCK IRRIGATION DISTRICT**  
**TIDEA**  
**EFFECTIVE MAY 1, 2024**

JOB TITLE	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS
FIELD SERVICE REPRESENTATIVE	5880.00	6176.00	6485.00	6808.00	7147.00
FLEET & FABRICATION SUPERVISOR	8248.00	8660.00	9093.00		
FLEET EQUIPMENT TECHNICIAN	42.67	44.80			
FLEET SMALL EQUIPMENT & TOOL TECH	33.81	35.50			
HEAVY EQUIPMENT OPERATOR	42.55	44.69	46.94		
IMPROVEMENT DISTRICT TROUBLESHOOTER	7175.00	7534.00	7913.00	8308.00	8724.00
INSTRUMENT & CONTROL TECHNICIAN	71.96				
INVENTORY SPECIALIST	5878.00	6174.00	6484.00	6807.00	
IT SERVICE DESK ANALYST I	5673.00	5955.00	6254.00	6566.00	6895.00
IT SERVICE DESK ANALYST II	6569.00	6896.00	7245.00	7603.00	7984.00
JOURNEY LAYOUT & FABRICATION WELDER	43.79	45.99			
MAINTENANCE WORKER I	33.19	34.86	36.59		
MAINTENANCE WORKER II	39.08				
METER TECHNICIAN	59.17				
PARK AIDE	23.24	24.40	25.63	26.92	28.24
PARK MAINTENANCE WORKER I	33.19	34.86	36.59		
PARK MAINTENANCE WORKER II	39.08				
PARTS SPECIALIST	33.77	35.47	37.24	39.10	
POWER CONTROL CENTER OPERATOR	82.91				
POWER CONTROL CNTR SHIFT SUPR	87.05				
POWER PLANT SUPERVISOR	74.11				
POWER PLANT SUPERVISOR - COMB CYCLE	84.27				
POWER PLANT TECHNICIAN	64.22				
POWER PLANT TECHNICIAN - GAS TURBINE	66.38				
PURCHASING TECHNICIAN	5139.00	5399.00	5666.00	5951.00	6247.00
RANGER I	5564.00	5843.00	6135.00	6441.00	6763.00
SENIOR ACCOUNTING TECHNICIAN	5505.00	5780.00	6072.00	6373.00	6690.00
SENIOR CUSTOMER SERVICE REP	5780.00	6069.00	6373.00	6690.00	7025.00

**EXHIBIT B**  
 TURLOCK IRRIGATION DISTRICT  
 TIDEA  
 EFFECTIVE MAY 1, 2024

JOB TITLE	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS
SUBSTATION SUPERVISOR	77.76				
SUBSTATION TECHNICIAN	60.75				
SURVEYING TECHNICIAN I	6570.00	6897.00	7246.00	7606.00	7985.00
SURVEYING TECHNICIAN II	7603.00	7984.00	8383.00	8804.00	9241.00
TRANSFORMER / TOOL TECHNICIAN	57.05	59.91	62.91		
WAREHOUSEPERSON	6349.00	6667.00	6999.00	7348.00	7716.00
WATER DISTRIBUTION OPERATOR	6365.00	6684.00	7019.00	7373.00	7741.00

**EXHIBIT C**  
**TURLOCK IRRIGATION DISTRICT**  
**TIDEA**  
**EFFECTIVE MAY 17, 2024**  
**RATES FOR EMPLOYEES IN THE CLASSIFICATION PER SECTION 20.2 "NEW HIRES"**

JOB TITLE	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS
ADMINISTRATIVE CLERK I	3254.00	3417.00	3587.00	3767.00	3955.00
ADMINISTRATIVE CLERK II	3588.00	3767.00	3956.00	4153.00	4361.00
BUYER	5070.00	5324.00	5590.00	5870.00	6163.00
CUSTODIAN	18.25	19.16	20.12	21.12	22.18
CUSTOMER SERVICE REP I	3471.00	3645.00	3827.00	4018.00	4219.00
CUSTOMER SERVICE REP II	3829.00	4020.00	4221.00	4433.00	4654.00
ENGINEERING TECH - CIVIL I	5002.00	5253.00	5515.00	5791.00	6080.00
ENGINEERING TECH - CIVIL II	5790.00	6079.00	6383.00	6702.00	7037.00
ENGINEERING TECH - ELEC I	5938.00	6235.00	6547.00	6874.00	7218.00
ENGINEERING TECH - ELEC II	6873.00	7216.00	7577.00	7956.00	8354.00
ENGINEERING TECH - WATER DIST I	5004.00	5254.00	5516.00	5792.00	6082.00
ENGINEERING TECH - WATER DIST II	5791.00	6080.00	6384.00	6704.00	7039.00
FIELD SERVICE REPRESENTATIVE	4734.00	4970.00	5219.00	5480.00	5754.00
FLEET EQUIPMENT TECHNICIAN	34.68	36.41			
FLEET SMALL EQUIPMENT & TOOL TECH	28.20	29.61			
HEAVY EQUIPMENT OPERATOR	31.34	32.91	34.56		
INVENTORY SPECIALIST	5066.00	5319.00	5585.00	5864.00	
IT SERVICE DESK ANALYST I	4886.00	5130.00	5387.00	5656.00	5939.00
IT SERVICE DESK ANALYST II	5657.00	5940.00	6237.00	6549.00	6876.00
JOURNEY LAYOUT & FABRICATION WELDER	34.73	36.47			
MAINTENANCE WORKER I	27.72	29.11	30.56		
MAINTENANCE WORKER II	32.65				
PARK AIDE	17.86	18.75	19.69	20.67	21.70
PARK MAINTENANCE WORKER I	26.06	27.36	28.73		
PARK MAINTENANCE WORKER II	30.69				
PARTS SPECIALIST	25.48	26.76	28.09	29.50	
PURCHASING TECHNICIAN	4376.00	4594.00	4824.00	5065.00	5319.00
SENIOR CUSTOMER SERVICE REP	4391.00	4611.00	4841.00	5083.00	5337.00

**EXHIBIT C**  
 TURLOCK IRRIGATION DISTRICT  
 TIDEA  
 EFFECTIVE MAY 17, 2024  
 RATES FOR EMPLOYEES IN THE CLASSIFICATION PER SECTION 20.2 "NEW HIRES"

JOB TITLE	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS
SURVEYING TECHNICIAN I	5381.00	5651.00	5933.00	6230.00	6541.00
SURVEYING TECHNICIAN II	6228.00	6540.00	6867.00	7210.00	7570.00
WAREHOUSEPERSON	4827.00	5068.00	5322.00	5588.00	5867.00
WATER DISTRIBUTION OPERATOR	5394.00	5664.00	5947.00	6244.00	6556.00



## EXHIBIT D

### TOOL and EQUIPMENT LIST for *HVACR/ELECTRICAL TECHNICIAN*

PAGE 1 OF 3

TOOL NAME	MAKE	CATALOG NUMBER
Adjustable Wrench, 10"	Crestoloy	G-9163-8
Allen Wrenches, 1 Set	Mac Tools	SHKL9AP
Ball Peen Hammer, 16 oz.	Mac Tools	BHF16
Combination Wrench Set, 11 pc.	Mac Tools	SCW11K
Cutting Pliers	Mac Tools	347G
Dr. Deep Skt. Set, 3/8" Sq. 1/4" to	Mac Tools	SXD76PT
Drive Universal Joint, 3/8" Sq.	Mac Tools	X3U
Electric Thermometer	Mac Tools	DT2
Extension 3/8", 12"	Mac Tools	X6E
Flex Handle, 3/8"	Mac Tools	X12F
Hacksaw	Mac Tools	HS30
Knockout Punches – 1 Set, 1 1/2" to	Mac Tools	737
Knockout Punches – 1 Set, 1/2" to 1	Mac Tools	735
Manifold Gauge Set w/3" Hoses	Mac Tools	AC10565
Needle Nose Pliers	Mac Tools	3269
Nut Drivers – 1 Set, 1/4" to 1/2"	Mac Tools	ND7PT
Pair of Wiss #M1 Snips	Mac Tools	TS1
Pair of Wiss #M2 Snips	Mac Tools	TS2

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *HVACR/ELECTRICAL TECHNICIAN*

PAGE 2 OF 3

TOOL NAME	TOOL NAME	TOOL NAME
Pair of Wiss #M3 Snips	Pair of Wiss #M3 Snips	Pair of Wiss #M3 Snips
Phillips Screwdriver, 6 pc.	Phillips Screwdriver, 6 pc.	Phillips Screwdriver, 6 pc.
Plastic Hammer	Plastic Hammer	Plastic Hammer
Plastic Tip Hammer	Plastic Tip Hammer	Plastic Tip Hammer
Pocket Thermometer	Pocket Thermometer	Pocket Thermometer
Punch Chisel Set, 21 pc.	Punch Chisel Set, 21 pc.	Punch Chisel Set, 21 pc.
Ratchet	Ratchet	Ratchet
Ratchet Box End Wrenches, 1 Set	Ratchet Box End Wrenches, 1 Set	Ratchet Box End Wrenches, 1 Set
Ratchet, ¼"	Ratchet, ¼"	Ratchet, ¼"
Ratchet, 3/8"	Ratchet, 3/8"	Ratchet, 3/8"
Refrigeration Wrenches, 1 Set	Refrigeration Wrenches, 1 Set	Refrigeration Wrenches, 1 Set
Screwdriver, 6 pc.	Screwdriver, 6 pc.	Screwdriver, 6 pc.
Sheet Metal Hammer	Sheet Metal Hammer	Sheet Metal Hammer
Slip Joint Pliers	Slip Joint Pliers	Slip Joint Pliers
Socket Set, ½" Dr. _" to 1 ¼"	Socket Set, ½" Dr. _" to 1 ¼"	Socket Set, ½" Dr. _" to 1 ¼"
Socket Set, ¼" Dr. ¼" to ½"	Socket Set, ¼" Dr. ¼" to ½"	Socket Set, ¼" Dr. ¼" to ½"
Socket Set, _" Dr. 31 pc.	Socket Set, _" Dr. 31 pc.	Socket Set, _" Dr. 31 pc.
Straight Metal Snips, 17"	Straight Metal Snips, 17"	Straight Metal Snips, 17"
Terminal Crimp Wire Cutters	Terminal Crimp Wire Cutters	Terminal Crimp Wire Cutters
Tool Chest	Tool Chest	Tool Chest

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

# EXHIBIT D - CONTINUED

## TOOL and EQUIPMENT LIST for *HVACR/ELECTRICAL TECHNICIAN*

PAGE 3 OF 3

TOOL NAME	TOOL NAME	TOOL NAME
Tool Chest	Tool Chest	Tool Chest
Tubing Cutter- 1 Set, _" to 2	Tubing Cutter- 1 Set, _" to 2	Tubing Cutter- 1 Set, _" to 2
Tubing Cutter- 1 Set, _" to 2	Tubing Cutter- 1 Set, _" to 2	Tubing Cutter- 1 Set, _" to 2
Tubing Flare Kit, 3/16" to _	Tubing Flare Kit, 3/16" to _	Tubing Flare Kit, 3/16" to _
Tubing Reamer	Tubing Reamer	Tubing Reamer
Tubing Swedge Set, 1/4" to _"	Tubing Swedge Set, 1/4" to _"	Tubing Swedge Set, 1/4" to _"
Universal Skt. Set, _" Sq. Dr.	Universal Skt. Set, _" Sq. Dr.	Universal Skt. Set, _" Sq. Dr.
Vise Grips 10 » #10CR	Vise Grips 10 » #10CR	Vise Grips 10 » #10CR
Wrenches 10" Pipe Ridgid Str	Wrenches 10" Pipe Ridgid Str	Wrenches 10" Pipe Ridgid Str
Wrenches 14" Pipe Ridgid Str	Wrenches 14" Pipe Ridgid Str	Wrenches 14" Pipe Ridgid Str
Wrenches 18" Pipe Ridgid Str	Wrenches 18" Pipe Ridgid Str	Wrenches 18" Pipe Ridgid Str

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

# EXHIBIT D - CONTINUED

TOOL and EQUIPMENT LIST  
for  
*APPRENTICE ELECTRONIC TECHNICIAN*  
*ELECTRONIC TECHNICIAN,*  
*ELECTRONIC SUPERVISOR*

PAGE 1 OF 2

TOOL NAME	TOOL NAME	TOOL NAME
Alignment	Alignment	Alignment
Brush – Tooth	Brush – Tooth	Brush – Tooth
Burnisher	Burnisher	Burnisher
Knife – Folding	Knife – Folding	Knife – Folding
Mirror – Inspection	Mirror – Inspection	Mirror – Inspection
Nut Driver Set 7 piece set	Nut Driver Set 7 piece set	Nut Driver Set 7 piece set
Pliers – Channel Lock – 6”	Pliers – Channel Lock – 6”	Pliers – Channel Lock – 6”
Pliers – Crimper/Stripper	Pliers – Crimper/Stripper	Pliers – Crimper/Stripper
Pliers – Cutters – 4”	Pliers – Cutters – 4”	Pliers – Cutters – 4”
Pliers – Cutters – 6”	Pliers – Cutters – 6”	Pliers – Cutters – 6”
Pliers – Needle Nose – 4”	Pliers – Needle Nose – 4”	Pliers – Needle Nose – 4”
Pliers – Needle Nose – 6”	Pliers – Needle Nose – 6”	Pliers – Needle Nose – 6”
Pliers – Slip Joint	Pliers – Slip Joint	Pliers – Slip Joint
Ruler – 6” Pocket in/mm	Ruler – 6” Pocket in/mm	Ruler – 6” Pocket in/mm
Screw Driver – 8”	Screw Driver – 8”	Screw Driver – 8”
Screw Driver – Offset Phillips	Screw Driver – Offset Phillips	Screw Driver – Offset Phillips
Screw Driver – Offset Slot	Screw Driver – Offset Slot	Screw Driver – Offset Slot
Screw Driver – Phillips 3 in	Screw Driver – Phillips 3 in	Screw Driver – Phillips 3 in
Screw Driver – Phillips 4 in	Screw Driver – Phillips 4 in	Screw Driver – Phillips 4 in
Screw Driver – Phillips Stubby	Screw Driver – Phillips Stubby	Screw Driver – Phillips Stubby

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

# EXHIBIT D - CONTINUED

TOOL and EQUIPMENT LIST  
for  
*APPRENTICE ELECTRONIC TECHNICIAN*  
*ELECTRONIC TECHNICIAN,*  
*ELECTRONIC SUPERVISOR*

PAGE 2 OF 2

TOOL NAME	TOOL NAME	TOOL NAME
Screw Driver – Pocket 3/16x4	Screw Driver – Pocket 3/16x4	Screw Driver – Pocket 3/16x4
Screw Driver – Slotted 1/4x4	Screw Driver – Slotted 1/4x4	Screw Driver – Slotted 1/4x4
Screw Driver – Slotted 5/16x6	Screw Driver – Slotted 5/16x6	Screw Driver – Slotted 5/16x6
Screw Driver – Starter – Large	Screw Driver – Starter – Large	Screw Driver – Starter – Large
Screw Driver – Starter – Small	Screw Driver – Starter – Small	Screw Driver – Starter – Small
Tool Case – Portable	Tool Case – Portable	Tool Case – Portable
Wrench – Adjustable 4 in	Wrench – Adjustable 4 in	Wrench – Adjustable 4 in
Wrench – Adjustable 6 in	Wrench – Adjustable 6 in	Wrench – Adjustable 6 in
Wrench – Combination Set	Wrench – Combination Set	Wrench – Combination Set
Wrench – Hex Key	Wrench – Hex Key	Wrench – Hex Key

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

# EXHIBIT D - CONTINUED

TOOL and EQUIPMENT LIST  
for  
*APPRENTICE METER TECHNICIAN*  
*METER SUPERVISOR*  
*METER TECHNICIAN*

PAGE 1 of 1

TOOL NAME	MAKE	CATALOG NUMBER
Knife – Folding	Klein	1550-4
Nut Driver – Insulated	Klein	630-3/8
Nut Driver – Insulated	Klein	630-7/16
Nut Driver – Insulated	Klein	630-1/2
Nut Driver – Insulated	Klein	630-5/8
Pliers – Needle Nose – 8”	Klein	D203-8N
Pouch – Electricians	Klein	5168
Screw Driver – Insulated 1/4” Cabinet – 4”	Klein	602-4-INS
Screw Driver – Insulated #2 Phillips – 4”	Klein	603-4-INS
Side Cutter	Klein	J2139NECRN
Wire Stripper	Klein	11054
Wrench – Adjustable 6”	Klein	D500-6

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

# EXHIBIT D - CONTINUED

TOOL and EQUIPMENT LIST  
for  
*APPRENTICE POWER PLANT TECHNICIAN,  
APPRENTICE SUBSTATION TECHNICIAN,  
POWER PLANT SUPERVISOR,  
POWER PLANT TECHNICIAN,  
SUBSTATION SUPERVISOR  
SUBSTATION TECHNICIAN*

PAGE 1 of 1

TOOL NAME	MAKE	CATALOG NUMBER
Hammer – Claw –16 oz	Klein	808-16
Knife – Folding	Klein	1550-4
Nut Driver Set – 7 piece set	Craftsman	9GT4196
Pliers – Channel Lock – 10 in	Chan-Nel-Lock	430G
Pliers – Diagonal – 7 in	Armstrong	67-113
Pliers – Lineman – 9 in	Armstrong	67-057
Pliers – Needle Nose – 8 in	Klein	D203-8N
Pouch – Electricians	Klein	5168
Ruler – Wood Folding	Klein	901-6
Screw Driver – Phillips 3 in	Armstrong	66-154
Screw Driver – Slotted Head 5 in	Armstrong	66-924
Screw Driver – Square Shank ¼	Armstrong	66-207
Screw Driver – Square Shank ¾	Armstrong	66-225
Screw Driver – Starter – Large	Snap-on	SSNC9A
Wrench – Adjustable – 8 in	Klein	D500-8
Wrench – Adjustable – 12 in	Klein	D500-12

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *FLEET EQUIPMENT TECHNICIAN*

PAGE 1 of 5

TOOL NAME	MAKE	CATALOG NUMBER
Adjustable Wrench, 4"	Mac Tools	CAJ4
Adjustable Wrench, 12"	Crestology	G-9183-3
Adjustable Wrench, 15"	Crestology	G-9203-5
Adjustable Wrench, 8"	Crestology	G-9143-5
Angle Wrench Set, 14 pc.	Mac Tools	SDA14K
Ball Peen Hammer, 12 oz	Mac Tools	BH12
Ball Peen Hammer, 20 oz	Mac Tools	BH20
Battery Pliers	Mac Tools	BP25
Battery Terminal Puller	Mac Tools	BP21
Bleeder Wrench, 1/4" x 3/8"	Mac Tools	S110
Box Wrench Set, 7 pc.	Mac Tools	SBOL6K
Brake Adjusting Spoon	Mac Tools	S75
Brake Adjusting Spoon, 1 in	Mac Tools	S7
Brake Spring Tool	Mac Tools	S13A
Carb. Adjustment Tool	Mac Tools	CD100
Carbon Scraper	Mac Tools	SP16A
Circuit Tester	Mac Tools	ET100
Combination Wrench Set, 11 pc	Mac Tools	SCW11K
Cotter Key Puller	Mac Tools	SP29A
Crimp Wire Cutter	Mac Tools	TCT9M
Deep Socket Set, 1/2" Dr. 12 pc	Mac Tools	SVD122T

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.



## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *FLEET EQUIPMENT TECHNICIAN*

PAGE 2 of 5

TOOL NAME	MAKE	CATALOG NUMBER
Diagonal Cutting Plier	Mac Tools	337G
Distributor Wrench, ½”	Mac Tools	S94
Distributor Wrench, 9’16”	Mac Tools	S105
Door Handle Tool	Mac Tools	DT160
Extension, ½” Dr. 10 in	Mac Tools	V10E
Extension, ½” Dr. 3 in	Mac Tools	V3E
Extension, ½” Dr. 5 in	Mac Tools	V5E
Feeler Gauge	Mac Tools	FG002
Flashlight	Mac Tools	FL1251
Flex Box Wr. Set, 8 pc	Mac Tools	SCHLF8K
Flex Handle ½” Dr. 18”	Mac Tools	V18F
Flex Ratchet, ¾” Sq. Dr.	Mac Tools	XR11F
Hacksaw	Mac Tools	HS30
Half Moon Wrench ¾”x¾”	Mac Tools	HM2024
Hex Wrench Set, 14 pc	Mac Tools	SHK14K
Hose Clamp Plier	Mac Tools	KC18
Ignition Wrench Set	Mac Tools	SIW13K
Impact Driver Set, 22 pc	Mac Tools	SID22B
Large Comb. Wr. Set, 16 pc	Mac Tools	SCL16K
Long Nose Pliers	Mac Tools	317G
Mag. Screwdriver, 5 pc	Mac Tools	PM84A

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *FLEET EQUIPMENT TECHNICIAN*

PAGE 3 of 5

TOOL NAME	MAKE	CATALOG NUMBER
Metric Socket Set, 14 pc.	Mac Tools	SXM146T
Metric Wrench Set, 14 pc.	Mac Tools	SCM14K
Oil Filter Wrench	Mac Tools	OF535
Pair of Wiss #M3 Snips	Mac Tools	TS3
Phillips Screwdriver, 6 pc.	Mac Tools	SD6PA
Phillips, 16"	Mac Tools	P202SA
Pick and Hook	Mac Tools	SW70A
Plastic Tip Hammer	Mac Tools	PH16
Pry Bar, 16"	Mac Tools	LF16
Pry Bar, 22"	Mac Tools	PB22
Punch Chisel Set, 21 pc.	Mac Tools	PC21K
Putty Knife	Mac Tools	PK2
Ratchet, ½" Dr.	Mac Tools	VR10
Remote Starter Switch	Mac Tools	FT53
Retaining Spring Tools	Mac Tools	S14A
Rubber Mallet, 16 oz	Mac Tools	RM16
Scratch Awl	Mac Tools	SA3A
Screw Extractor Set, 5 pc.	Mac Tools	SSE5K
Screwdriver Set, 7 pc.	Mac Tools	SD7PA
Seal Puller	Mac Tools	S120S
Slip Joint Pliers	Mac Tools	420G

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *FLEET EQUIPMENT TECHNICIAN*

PAGE 4 of 5

TOOL NAME	MAKE	CATALOG NUMBER
Slip Joint Pliers, 10"	Mac Tools	P26A
Slotted Screw Starter	Mac Tools	SS2M
Slotted Screwdriver, 10"	Mac Tools	PL10
Snap Ring Set, 10 pc.	Mac Tools	PK100
Socket Set, ½" Dr. _" to 1¼"	Mac Tools	SU156T
Socket Set, ¼" Dr. ¼" to ½"	Mac Tools	SM192B
Socket Set, _" Dr. 31 pc.	Mac Tools	SX316B
Socket, ½" Sq. Dr. 1¼"	Mac Tools	V406
Socket, ½" Sq. Dr. 1½"	Mac Tools	V486
Socket, ½" Sq. Dr. 1_"	Mac Tools	V446
Socket, ½" Sq. Dr. 1-5/16"	Mac Tools	V426
Socket, ½" Sq. Dr. 1-7/16"	Mac Tools	V466
Spark Plug Socket, 13/16"	Mac Tools	XD266P
Spark Plug Wire Gauge	Mac Tools	FG304
Stethoscope	Mac Tools	MP15
Tele. Flex Mag. Pickup	Mac Tools	MP5
Tele. Rectangular Mirror	Mac Tools	MK2
Terminal Reshaper	Mac Tools	VR6
Tool Chest	Mac Tools	MB510
TORX 10 pc. Driver Set	Mac Tools	ST10T
Universal 7 pc. Socket Set	Mac Tools	SXU76T

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

EXHIBIT D - CONTINUED

TOOL and EQUIPMENT LIST  
for  
*FLEET EQUIPMENT TECHNICIAN*

PAGE 5 of 5

TOOL NAME	MAKE	CATALOG NUMBER
Universal Joint, ½" Dr.	Mac Tools	V3U
Vise Grips 10" #10CR	Warehouse	G-8583-5
Wrenches 12" Pipe Ridgid Str	Ridgid	PWR12
Wrenches 8" Pipe Ridgid Str Pattern	Ridgid	PWR8

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *TRANSFORMER / TOOL TECHNICIAN*

PAGE 1 of 3

TOOL NAME	MAKE	CATALOG NUMBER
Adjustable Wrench, 12"	Crestology	G-9183-3
Adjustable Wrench, 8"	Crestology	G-9143-5
Angle Wrench Set, 14 pc.	Mac Tools	SDA14K
Ball Peen Hammer, 12 oz	Mac Tools	BH12
Ball Peen Hammer, 20 oz	Mac Tools	BH20
Box Wrench Set, 7 pc.	Mac Tools	SBOL6K
Circuit Tester	Mac Tools	ET100
Combination Wrench Set, 11 pc	Mac Tools	SCW11K
Crimp Wire Cutter	Mac Tools	TCT9M
Deep Socket Set, ½" Dr. 12 pc	Mac Tools	SVD122T
Diagonal Cutting Plier	Mac Tools	337G
Extension, ½" Dr. 10 in	Mac Tools	V10E
Extension, ½" Dr. 3 in	Mac Tools	V3E
Extension, ½" Dr. 5 in	Mac Tools	V5E
Hex Wrench Set, 14 pc	Mac Tools	SHK14K
Long Nose Pliers	Mac Tools	317G

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *TRANSFORMER / TOOL TECHNICIAN*

PAGE 2 of 3

TOOL NAME	MAKE	CATALOG NUMBER
Metric Socket Set, 14 pc.	Mac Tools	SXM146T
Metric Wrench Set, 14 pc.	Mac Tools	SCM14K
Phillips Screwdriver, 6 pc.	Mac Tools	SD6PA
Pick and Hook	Mac Tools	SW70A
Plastic Tip Hammer	Mac Tools	PH16
Pry Bar, 16"	Mac Tools	LF16
Pry Bar, 22"	Mac Tools	PB22
Punch Chisel Set, 21 pc.	Mac Tools	PC21K
Putty Knife	Mac Tools	PK2
Ratchet, ½" Dr.	Mac Tools	VR10
Retaining Spring Tools	Mac Tools	S14A
Rubber Mallet, 16 oz	Mac Tools	RM16
Screw Extractor Set, 5 pc.	Mac Tools	SSE5K
Screwdriver Set, 7 pc.	Mac Tools	SD7PA
Seal Puller	Mac Tools	S120S
Slip Joint Pliers	Mac Tools	420G

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT D - CONTINUED

### TOOL and EQUIPMENT LIST for *TRANSFORMER / TOOL TECHNICIAN*

PAGE 3 of 3

TOOL NAME	MAKE	CATALOG NUMBER
Snap Ring Set, 10 pc.	Mac Tools	PK100
Socket Set, ½" Dr. _" to 1¼"	Mac Tools	SU156T
Socket Set, ¼" Dr. ¼" to ½"	Mac Tools	SM192B
Tele. Flex Mag. Pickup	Mac Tools	MP5
Tele. Rectangular Mirror	Mac Tools	MK2
Tool Chest	Mac Tools	MB510
TORX 10 pc. Driver Set	Mac Tools	ST10T
Universal Joint, ½" Dr.	Mac Tools	V3U
Vise Grips 10" #10CR	Warehouse	G-8583-5
Wrenches 12" Pipe Ridgid Str	Ridgid	PWR12
Wrenches 8" Pipe Ridgid Str Pattern	Ridgid	PWR8

NOTE 1: Equivalent quality tools and equipment may be substituted for any item listed.

## EXHIBIT E

### VEHICLE OPERATOR LICENSE REQUIREMENTS by CLASSIFICATION

CLASSIFICATION	LICENSE TYPE	CERTIFICATE TYPE			
		AIR BRAKES	TANKER	HAZARD	MANUAL TRANS
Administrative Clerk I-II	C				
Apprentice Electronic Technician	C				
Apprentice Instrument and Control Technician	C				
Apprentice Meter Technician	C				
Apprentice Power Control Center Operator	C				
Apprentice Power Plant Technician	C				
Apprentice Power Plant Technician - Gas Turbine	C				
Apprentice Substation Technician	A	X	X		
Buyer	C				
Chief Ranger (hired before December 17, 2002)	C				
Chief Ranger (hired on or after December 17, 2002)	B	X	X		
Crew Supervisor	A	X	X	****	
Custodian	C				
Customer Service Rep. I-II	C				



## EXHIBIT E

### VEHICLE OPERATOR LICENSE REQUIREMENTS by CLASSIFICATION

CLASSIFICATION	LICENSE TYPE	CERTIFICATE TYPE			
		AIR BRAKES	TANKER	HAZARD	MANUAL TRANS
Electrical Dispatcher	C				
Electronic Supervisor	C				
Electronic Technician	C				
Engineering Technician I-II - Civil	C				
Engineering Technician I-II - Electrical	C				
Engineering Technician I-II - Water Dist	C				
Field Service Rep.	C				
Fleet Equipment Technician	A	X	X		
Fleet and Fabrication Supervisor	A	X	X		X
Fleet Small Equipment and Tool Technician	A	X	X		
Heavy Equipment Operator**	A	X	X		X
Improvement District Trouble Shooter	C				
Information Technology Service Desk Analyst I-II	C				

## EXHIBIT E

### VEHICLE OPERATOR LICENSE REQUIREMENTS by CLASSIFICATION CERTIFICATE TYPE

CLASSIFICATION	LICENSE TYPE	AIR BRAKES	TANKER	HAZARD	MANUAL TRANS
Instrument and Control Technician	C				
Inventory Specialist	C				
Journey Layout & Fabrication Welder	C				
Maintenance Worker I-II	A	X	X	****	
Meter Technician	C				
Park Aide	C				
Park Maintenance Worker I-II	A	X	X	****	
Parts Specialist	A	X	X		
Power Control Center Operator	C				
Power Control Center Operator Shift Supervisor	C				
Power Plant Supervisor	C				
Power Plant Supervisor - Combined Cycle	C				
Power Plant Technician	C				
Power Plant Technician - Gas Turbine	C				

## EXHIBIT E

### VEHICLE OPERATOR LICENSE REQUIREMENTS by CLASSIFICATION

CLASSIFICATION	LICENSE TYPE	CERTIFICATE TYPE			
		AIR BRAKES	TANKER	HAZARD	MANUAL TRANS
Purchasing Technician	C				
Ranger I (hired before December 17, 2002)	C				
Ranger I (hired on or after December 17, 2002)	B	X	X		
Senior Accounting Technician	C				
Senior Customer Service Representative	C				
Substation Supervisor	C				
Substation Technician	A	X	X		
Surveying Technician I-II	C				
Transformer/Tool Technician	C				
Warehouseperson	C				
Water Distribution Operator (hired before July 1, 2000)	C			***	
Water Distribution Operator (hired on or after July 1, 2000)	A	X	X	***	

\*\* Doubles/Triples Endorsements required and the manual transmission requirement may be waived for individual drivers by the District.

\*\*\* A Water Distribution Operator who possesses a hazardous materials certificate as of January 1, 2006 shall have that certificate maintained by the District for so long as the District assigns the employee job duties requiring the possession of the certificate and the hazardous material certificate may be waived for individual drivers by the District.

The above driver license requirements shall remain in effect until such time as the District determines they should be changed or because there are changes in the law.

\*\*\*\* The District has the right to require employees in this classification to possess and maintain a hazardous materials certificate if and for so long as the District concludes the duties and responsibilities of the classification require it. The District may waive the hazardous material certificate requirement for individual employees.

## EXHIBIT F

### EMPLOYEE HOUSING LEASE AGREEMENT

This Agreement is entered into at Turlock, California, between the Turlock Irrigation District ("District") and \_\_\_\_\_ ("Employee"), with reference to the following facts:

#### Recitals

- A. Tenant is a regular employee of District in the job classification of \_\_\_\_\_; and
- B. Regular employees of District in the above job classification are required to live in housing provided and assigned by the District as a condition of the employee's employment.

NOW, THEREFORE, the parties agree as follows:

1. District shall provide to Tenant the premises located at \_\_\_\_\_ ("Premises").
2. So long as Employee is a regular employee of the District in the above job classification, Employee shall not be required to pay rent or pay for electricity, water, garbage and sewer services, and base telephone costs. Employee shall pay promptly as they become due all charges for the furnishing of other public utilities to the Premises during the term of this Agreement.
3. The lease term shall commence on \_\_\_\_\_ and shall continue until the Employee (1) changes to a different job classification, or (2) retires, quits or is terminated from employment with the District.
4. The Premises shall be used only as a single-family residence and for no other use. No animal, bird, or pet shall be kept on or about the Premises without the District's prior written consent.
5. Employee shall not disturb, annoy, endanger or interfere with neighbors, nor use the Premises for any unlawful purpose, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises. No business may be conducted on or out of the Premises without the express written consent of District's General Manager.
6. Employee has examined the Premises and accepts the same as being clean, in good order, condition, and repair, with the following exceptions:
7. Employee shall keep the Premises in good order and condition and pay for any repairs to the Premises caused by Employee's negligence or misuse or that of Employee's guests. Employee agrees to properly cultivate, care for, and adequately water any lawn, shrubbery, trees, and grounds of the leased premises. District shall otherwise maintain the leased Premises. Employee's personal property, furniture, furnishings, and appliances are not insured by the District.

8. Employee shall make no alterations to the Premises (including, but not limited to, painting, wallpapering, adding to or changing the dwelling) without the prior written consent of District.

9. Possessory Interest Tax. Employee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Employee may be subject to the payment of property taxes levied on such interest. Employee agrees to promptly pay any possessory interest tax, which may be levied by any county or by any city during the term of this lease.

10. Employee shall not let or sublet all or any part of the Premises nor assign this agreement or any interest in it without the prior written consent of the District.

11. The District shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the Premises or of making necessary agreed repairs, alterations or improvements or supplying necessary or agreed services.

12. Employee shall indemnify and hold District harmless from any and all damages, claims, losses, and liability arising out of the death or injury to any person or damage or destruction of any property occurring in, on, or about the Premises; except that District shall be liable to Employee for damage resulting from the acts or omissions of District and District shall hold Employee harmless from all damages arising out of any such damage. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. Employee acknowledges that District's deductible on its public liability and property damage insurance is one million dollars (\$1,000,000) and therefore no insurance proceeds will be received by the District for losses of one million dollars (\$1,000,000) or less.

13. Employee at his/her cost shall maintain public liability and property damage insurance with a single combined liability limit of five hundred thousand dollars (\$500,000) and property damage limits of not less than one hundred thousand dollars (\$100,000), insuring against all liability of Employee arising out of and in connection with Employee's use or occupancy of the Premises. All such insurance shall insure performance by Employee of the indemnity provisions of Paragraph 11. The District shall be named as an additional insured under all such insurance.

14. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees and costs.

15. Employee covenants and agrees to use the Premises for the purpose set forth in Paragraph 4 above and to surrender the Premises on expiration of the lease term in as good condition as it is now in, reasonable wear and tear excepted.

16. The undersigned Employee acknowledges having read the foregoing prior to execution and having received a copy of the agreement.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
TURLOCK IRRIGATION DISTRICT      EMPLOYEE      TITLE

# EXHIBIT G

## CATASTROPHIC LEAVE PROGRAM

### Intent:

The Catastrophic Leave Program (CLP) is designed to assist full time, regular employees (including bargaining as well as non-bargaining) who have exhausted all paid leave due to a serious or catastrophic illness, injury of the employee, or because the employee has been providing necessary care to a member of his/her immediate family who has a serious catastrophic illness or injury. The CLP allows other District employees voluntarily to donate vacation or CTO to an employee who meets the eligibility requirements so the recipient will be able to remain on paid status for a longer period of time, or until the employee qualifies for long-term disability.

### Eligibility:

An employee in a full time, regular position may be eligible to participate in the CLP. An eligible employee must have a verifiable serious or catastrophic illness or injury, or have a member of his/her immediate family with a verifiable serious or catastrophic illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all vacation, sick leave, and CTO.

### Guidelines:

1. The maximum number of donated hours an employee may receive in any calendar year is five hundred twenty eight (528) hours or until the employee qualifies for long term disability, whichever occurs first.
2. Subject to number three (3) below, there is no limit on the number of vacation or CTO hours which may be donated.
3. A donating employee must have a minimum balance of forty (40) hours of vacation or CTO after making any donation.
4. Made and donated hours are used on an hour-for-hour basis regardless of the hourly rate of the donor or the recipient.
5. Donations are converted to sick leave, credited to the recipient, and paid when used at the recipient's normal hourly rate of pay.
6. Donated hours will be credited to the employee's sick leave bank from the donors' vacation or CTO bank on an as-needed basis and on a pro-rated basis, based on the contributions of the donor(s). Unused donations will not be credited to the employee's sick leave bank and will be returned to the donor(s). If the employee is later credited back their sick leave for the time he/she used donated Catastrophic leave, the hours which are credited back will be credited to the donor(s) and not to the employee on pro-rated basis.

7. All donations will remain confidential, except as required for administration of the program.
8. In any calendar year no further donations will be accepted after the recipient has received the maximum allowable under number one (1) above.

Procedure:

1. An employee who has exhausted, or soon will exhaust, sick leave, vacation and CTO, or the employee's representative, must request the employee's participation in the CLP on an application form and supply written verification of the illness or injury from the physician. The completed form will be given to the Human Resources Department.
2. The Department will then notify employees District wide of the request.
3. The minimum initial donation will be four (4) hours. Any donation beyond four (4) hours will be in increments of whole hours.