

RESOLUTION NO. 2020-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
APPROVING THE MEMORADUM OF UNDERSTANDING BETWEEN
THE SAN BENITO COUNTY WATER DISTRICT AND
THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) LOCAL 521,
EFFECTIVE AUGUST 26, 2020 THROUGH JUNE 30, 2023**

Whereas, Service Employees International Union (SEIU) Local 521 ("Union") is a recognized employee organization representing employees of the San Benito County Water District ("District"); and

Whereas, the Memorandum of Understanding (MOU) between the District and the Union expired on July 1, 2020; and

Whereas, the District and the Union negotiators have met and conferred in good faith and reached a tentative agreement on the terms of a successor MOU governing wages, hours and terms and conditions of employment;

Now, Therefore, Be It Resolved, that this Board hereby approves the Tentative Agreement setting the terms and conditions of the successor MOU between the District and Union, a copy of which accompanies this Board item and is incorporated by reference herein; and

Be It Further Resolved, that the terms and conditions of the MOU shall be in full force and effect from the date of adoption through June 30, 2023; and

Be It Further Resolved, that the District Manager and Assistant Manager have the authority to take any necessary administrative actions to implement the provisions of this resolution.

In Witness Whereof, this Resolution has been executed this 26th day of August 2020 by the Board President and attested by the Assistant Manager.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 26th of August 2020, by the following vote:

AYES: DIRECTORS: Tobias, Flores, Tonascia & Williams
NOES: DIRECTORS: None
ABSTAIN: DIRECTORS: None
ABSENT: DIRECTORS: None

/s/John Tobias
John Tobias
President

ATTEST: /s/Sara Singleton
Sara Singleton
Assistant Manager

MEMORANDUM OF UNDERSTANDING

Between the

SAN BENITO COUNTY WATER DISTRICT

And

**SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU) LOCAL 521**

(Field and Office Employees Representation Unit)

Effective

August 26, 2020 through June 30, 2023

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PREAMBLE

The San Benito County Water District ("District") and Service Employees International Union Local 521 ("Union") jointly agree to the following terms of this Memorandum of Understanding, and agree that the provisions contained herein shall be recognized as the sole statement of contractual rights and obligations between the two parties.

ARTICLE 1 - PARTIES TO THE AGREEMENT

This Memorandum of Understanding has been executed by a representative of the San Benito County Water District, hereinafter referred to as the District, and by representatives of the SEIU, Local 521, hereinafter referred to as the Union.

The District will print copies of the contract within thirty (30) days of ratification and adoption by the Board. The District shall provide a copy to each employee represented by the Union and to new hires during orientation. An electronic copy in WORD and PDF shall be provided to the Union.

ARTICLE 2 – DISCRIMINATION

The District, or any agent thereof, agrees that there will be no interference, restraint, or coercion against the Union or any employee because of Union membership or Union activity.

The Union, or any agent thereof, agrees that there will be no intimidation, coercion or interference against the District or any of the District's employees or agents.

There shall be no discrimination by the Union or the District, or any agent of either of them, because of race, color, creed, national origin, sex, disability, religious or political beliefs, or any other legally protected classification, and each party will comply with the Federal Age Discrimination Employment Act of 1967.

ARTICLE 3 - OFFICIAL REPRESENTATIVES

The Union agrees to maintain and provide the District with a current, written list of its duly authorized representatives and officers, which shall constitute the solely recognized group of individuals with whom the District may conduct District/Union business. The Union will also provide the District with timely written notice of any changes, and only such written notice will be considered as valid notice to the District.

ARTICLE 4 – RECOGNITION

The Union is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the provisions of Section 3500 et seq. of the Government Code of the State of California. The job classifications included in the Field and Office Employees Representation Unit are listed in Appendix B.

ARTICLE 5 - DISTRICT RIGHTS

The rights of the District include all matters of general managerial policy, including but not limited to the exclusive right to set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; contract for or subcontract any work or operation of the District; determine the content of job classifications; 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. Nothing in this MOU is intended to or shall be construed to restrict or limit in any way the aforesaid District rights or any rights reserved to the District, the Board, the Manager or other authorized agents as specified in applicable provisions of State law including the California Water Code.

ARTICLE 6 - UNION RIGHTS

The Union agrees that it will not enter onto District property or hold meetings on District property without the prior approval of the District Manager or designee. The Union agrees that access to District properties must be restricted to prevent disruption to District operations and due to safety and security requirements. The Union acknowledges that the District has limited authority regarding access to certain properties required for District operations.

6.1. REPRESENTATION:

The Union has the exclusive right to represent employees in the representation unit as specified by State law and pursuant to the District's Employer Employee Relations Resolution. The Union will notify the District and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to two (2) persons, in addition to its staff members to act as official representatives and will notify the District as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meetings with the District to address matters within the scope of agreement. Union official representatives who are District employees may utilize time during normal working hours for meeting and conferring with authorized representatives of

the District subject to advance scheduling. Such meeting will normally be scheduled during regular working hours.

6.2. STEWARD PROGRAM:

Union stewards shall mean permanent employees within the bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Unit may select up to two (2) stewards.

The Union agrees to notify the District in writing of the names and titles of the steward(s) representing employees and shall send a timely copy of such notice to the District Manager. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the District as stewards of the Union.

6.2.A. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.

6.2.B. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of their supervisor and shall report back to their supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from their work assignment.

6.2.C. After receiving approval of their immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate and present such grievances and appeals. The immediate supervisor will authorize the steward to leave their work only when the supervisor determines that the steward's absence will not interfere with the work of the unit.

6.2.D. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when they can reasonably expect to contact the employee.

6.2.E. Stewards shall receive no overtime for time spent performing a function of a steward.

6.2.F. Stewards shall not conduct Union business on District time, except as specifically authorized by this Memorandum of Understanding.

6.2.G. Stewards shall be responsible for the full and prompt performance of their work assignments.

6.2.H. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:

6.2.H.1. The steward agrees that the issues, which gave rise to the proposed disciplinary action, are confidential in nature and will not be discussed with other employees, representatives or the news media, or others who do not have a direct need to know the details of the proposed discipline. The District may refuse to recognize or to deal with a steward who violates this confidentiality.

6.2.H.2. District management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same department or by a Union staff representative.

6.3. DUES DEDUCTION 6.3.A. Dues Deduction and Remittance to the Union: The District shall deduct from the worker's paycheck and remit to the Union membership dues, voluntary Committee on Political Education (COPE) check-off, and any other payroll deduction the employee authorizes. Union membership dues and COPE contributions deductions shall be remitted to the Union on a biweekly basis, only after an authorized Union representative certifies in writing (via email to the Assistant Manager with a follow up hard copy) to the District a list of employees who have authorized such deductions.

If the Union certifies in writing (via email to the Assistant Manager with a follow up hard copy) to the District that such worker has signed up as a member, beginning the payroll period after the Union provides the District notice, the District will begin deducting union dues at the rate specified by the Union. If the Union certifies in writing (via email to the Assistant Manager with a follow up hard copy) to the District that a worker has ended membership, beginning the payroll period after the Union provides the District notice, the District will cease deducting dues from the worker's payroll. Throughout the year, the District will cooperate with the Union's request(s) to change worker's status.

The District will cooperate with a reasonable request(s) by the Union to adjust deductions or payments to address inaccuracies.

6.3.B. Deduction Report: A deduction report with an alphabetical listing of dues deducted for Union represented workers shall be forwarded electronically to the Union on a biweekly basis. This deduction report shall be submitted in an electronic format for importing and posting purposes. The report shall list the following:

- Employee's name (last, first, middle initial),
- Base pay on which deductions were calculated,
- Employee Identification Number,
- Hours worked in the pay period,
- Amount deducted in current pay period,
- Dollar amount difference between amount deducted between current and previous pay period,
- COPE deductions,
- Hire date,
- Job classification, and

- Representation unit.

6.3.C. Authorization: The Union shall be responsible for accepting authorization(s) of dues deduction, Union membership, and COPE deduction that bear a hand-written signature, a web-based/online signature, an electronically-recorded voice authorization, or another means of authorization acceptable to the Union and allowable under the state and federal law.

Requests to authorize deductions, revoke authorizations, or change authorizations shall be directed to the Union rather than the District. The Union shall be responsible for processing these requests.

6.3.D. Data Report on Represented Workers: The District shall supply the Union every quarter an electronic data report listing the following:

- Employee Identification Number
- Employee name (First, Middle, Last)
- Agency / Department
- Work Location Name
- Work location Address
- Home address
- Job Classification
- Base pay – hourly rate of pay
- Membership status
- Date of Birth
- Home phone number
- Personal mobile phone number (if on file)
- Personal home email address (if on file)
- Service date
- Worker transactions (new hires and terminations)

This data report shall be submitted in an electronic searchable and malleable format for importing and posting purposes. Such list shall be supplied without cost to the Union. This list should be sent in an electronic format that both the Union and District agree upon.

Before providing the personal contact information listed above, the Employer will provide employees with the opportunity to elect non-disclosure to the Union.

6.3.E. Custodian of Record: Upon receipt by the District of an email or report that an employee(s) has authorized Union membership dues, voluntary COPE check-off, and any other payroll deduction, the District shall honor that submission. The Union agrees to submit electronic reports to the District listing any new or changed authorizations.

6.3.F. Voluntary COPE Check-Off Authorization: Any member who chooses to contribute to the COPE fund may do so by submitting a voluntary COPE Check-Off authorization to the Union, specifying the amount they choose to have deducted each pay period. The District shall continue to deduct each paycheck a worker's voluntary COPE check-off authorization until notified by the Union.

6.3.G. Employee Status Change: Upon promotion, any change in job title/classification, any change in department, or return from an unpaid leave of absence, the employee shall have their deductions continued the first pay period based on the same status they had previously. The District is not responsible for pursuing dues payment or arrears from employees on unpaid leave.

6.3.H. Indemnification: The Union shall indemnify, defend and hold the District, and its officers, employees and agents, harmless against any claims made, against any suit instituted against the District, or its officers, employees and agents, and any resulting liability and damages on account of employee organization dues and/or fee deductions.

In addition, all such employee organizations shall refund to the District any amounts paid in error upon presentation of supporting documentation.

6.4. BULLETIN BOARD:

The District agrees to provide bulletin board space on a District bulletin board for official Union business provided:

6.4.A. All materials must identify the Union as the publisher/provider and be dated.

6.4.B. Material will not violate the law or District policies, including policies prohibiting harassment and discrimination, and laws prohibiting public agencies from supporting candidates for public office or ballot measures.

6.4.C. The Union agrees that the District has the sole right to determine where the District bulletin board is located.

6.5. UNION ORIENTATION:

Within one (1) week of hiring a new employee, the District shall allow a Union Shop Steward thirty (30) minutes of paid time to meet with the new employee for the purpose of union orientation. This time off must be pre-approved by their supervisor and not cause any operational conflicts. The Union agrees not to make any comments malign the District, its employees or officials.

ARTICLE 7 - WORK ENVIRONMENT

7.1. SAFETY:

The District recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the District reserves the right to adopt reasonable rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

The Union agrees to cooperate with the District in conforming to applicable safety rules and regulations and in maintaining the District established safety rules and practices that will eliminate hazards and ensure safe working conditions at all times. No employee will be required to perform any work or take any undue risk in the performance of their work under conditions that are dangerous to life or limb or are injurious to their health or which would not meet the requirements of applicable laws of the Federal Government or the State of California.

7.1.A. Shoes:

7.1.A.1. Employees in those classifications set forth below in Section 7.1.A.6., shall be required to wear approved safety shoes as a condition of employment during all hours worked. Appropriate safety shoes or boots shall incorporate the following safety factors depending on the type of work performed:

- a) Non-skid sole
- b) Adequate ankle protection
- c) Puncture protection
- d) Impact/compression protection, and;
- e) Must be in compliance with General Industry Safety Orders.

7.1.A.2. Employees required to wear approved safety shoes, who report to work without their safety shoes, shall not be permitted to work.

7.1.A.3. Effective January 1, 2021, The District will reimburse employees required to wear safety shoes, upon presentation of receipt, up to two hundred fifty dollars (\$250.00) each calendar year for safety shoe purchases.

7.1.A.4. All necessary repairs and associated expenses for safety shoes will be the responsibility of the employee.

7.1.A.5. Effective the first full pay period following the Board of Directors' approval of this successor MOU in 2020, the District shall reimburse up to one hundred seventy-five dollars (\$175.00) for each new employee hired and required to wear safety shoes. Effective January 1, 2021, the District shall reimburse up to two hundred fifty dollars (\$250.00) for each new employee hired and required to wear safety shoes. If the employee resigns within the first six (6) months of employment, the employee shall refund the full amount to the District.

7.1.A.6. Classifications Required To Wear Safety Shoes: Employees in the following classifications are required to wear safety shoes:

- a) Maintenance III
- b) Maintenance II

- c) Maintenance I
- d) Maintenance (Trainee)
- e) Electronic Technician
- f) Engineering Technician
- g) Operations and Maintenance Supervisor
- h) Water Distribution/Maintenance III
- i) Water Distribution/Maintenance II
- j) Water Distribution/Maintenance I
- k) Water Resources Technician II
- l) Water Resources Technician I

7.2. UNIFORMS:

While on field duty, each Field employee will wear District-approved garments. The District approved shirt is mandatory, and if the employee elects to wear a cap, they must wear a District provided cap. Operations and Maintenance employees will receive reimbursement for District-approved garments with logos (i.e., collared shirts, pants, t-shirts, coveralls, jackets) up to three hundred fifty dollars (\$350) per year. When required during the course of duties, employees shall wear a hard hat for safety purposes in lieu of the uniform cap.

The District will purchase one District-approved garment per year for Office employees.

The District will report to CalPERS the monetary value for provision of the employee's required uniforms as described above, for classic CalPERS members. The District will report the uniform costs on a semi-monthly basis. The uniform amount reported to CalPERS will be derived from the District's total calendar year cost for providing employee uniforms, not to exceed three hundred fifty dollars (\$350) per fiscal year, per employee.

ARTICLE 8 - WORK SCHEDULES

8.1. WORK HOURS:

For employees covered by this agreement, except as specifically designated in writing by the District Manager, the normal workweek shall consist of forty (40) hours worked on five (5) consecutive days.

The work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. The normal workday shall be within hours designated in writing by the Manager, provided that:

8.1.A. District Office hours shall be at least 8:00 a.m. to 4:30 p.m., Monday through Friday.

8.1.B. District Field hours shall be at least eight and one half (8-1/2) consecutive hours (including a minimum one-half (1/2) hour lunch period) between 6:30 a.m. and 6:30 p.m.

8.1.C. The District shall maintain an emergency response capability twenty four (24) hours per day, seven (7) days per week.

8.1.D. The normal workday may include one morning and one afternoon employee rest period of not more than fifteen (15) minutes, as close to the middle of each four (4) hour portion of a shift worked insofar as practical given operational requirements. Office employees may work with their supervisor to schedule an uninterrupted break at a location away from their regular work space on District property. Rest period scheduling shall be subject to the needs of the District and subject to supervisor approval. The rest period is paid time and the employees are to remain immediately available to conduct District business should the need arise during the rest period. Field employee rest periods shall occur at the employee's fieldwork location applicable at the time of the rest period. While field employees may choose to return to District offices during meal periods, they shall not be provided additional travel time outside of meal periods for that purpose.

8.1.E Changes in designated working schedules may be requested by employees in writing. Employee's written requests for work schedule changes may be granted on a one (1) day at a time basis at the supervisor's discretion.

8.2. OVERTIME:

Overtime shall be defined as any authorized actual work exceeding eight (8) hours in a work day or forty (40) hours in a seven (7) day work week as defined in Section 8.1 of this agreement. Overtime compensation shall be at one and one half (1-1/2) of the employee's base hourly rate of pay for each hour of non-FLSA overtime worked. Overtime compensation shall be at one and one half (1 ½) of the employee's regular hourly rate of pay for each hour of FLSA overtime worked. The District will continue to review the level of its cafeteria plan contributions under applicable Fair Labor Standards Act (FLSA) requirements. During the term of the MOU, the District reserves the right to change its regular rate calculation in accordance with those FLSA requirements and State Law.

Employees required to work on a holiday shall receive paid compensation at a rate of one and one-half (1 ½) times the employee's applicable rate of pay for each hour worked, plus shall receive the employee's regular paid compensation for the holiday.

All overtime work must be pre-approved by the employee's supervisor. In exceptional or emergency circumstances where overtime is required and there is no opportunity to obtain such authorization or approval, an employee shall report the overtime hours worked and the purpose to his/her supervisor at the first opportunity.

The employee may request, and the supervisor will have the discretion to approve or not approve, overtime compensation in the form of accrued compensatory time at one-and-one half (1-1/2). An employee may not accrue more than forty (40) hours compensatory time at any time.

After forty (40) hours of compensatory time have accumulated, overtime for that employee will be paid. Use of compensatory time off earned shall be granted provided that: 1) its use does not unduly disrupt the operations of the District; and 2) the request is made to the employee's supervisor within the District's standard timelines for the advance approval for use of leave time.

Terminating employees shall be compensated for accrued, unused compensatory time at either the current salary rate, or the average of the prior three years, whichever is higher.

Employees will request compensatory time off of three (3) days or less at least one (1) week in advance, except as approved by the District Manager.

Employees will request compensatory time off of more than three (3) days at least fourteen (14) calendar days in advance, except as approved by the District Manager.

8.3. CALL BACK:

When an employee is unexpectedly called back to work after the completion of his/her regular scheduled hours of work in response to a directive from management, that employee shall be credited with a minimum of two (2) hours of work for each call back. However, repeated call backs within the two (2) hour period following the beginning of the call back will only be subject to one block of minimum two (2) hours pay. If the employee works beyond the two hours during the call back(s), the employee will be paid the additional time worked in excess of the minimum two (2) hour call back pay.

Only actual hours worked will count as hours worked for the purpose of calculating eligibility for overtime.

Call back pay will be paid at the FLSA overtime rate for hours worked in excess of forty (40) hours in a workweek. Otherwise, call back pay will be paid at the employee's base rate of pay.

Hours worked contiguous with an employee's regularly scheduled shift or previously-scheduled overtime shift shall not be considered call back. If an employee is called in within two (2) hours or less of his or her start time for the employee's regularly scheduled shift or previously-scheduled overtime shift, the additional time will be considered an early start and will not be considered a call back.

ARTICLE 9 – TERM

The term of this Memorandum of Understanding is for the period of the date of Board adoption through June 30, 2023.

ARTICLE 10 – COMPENSATION

The parties agree that the District may provide a higher amount of COLA, or require fewer furlough hours, than what is provided in this agreement, subject to notice to the Union of at least two (2) weeks in advance of the change.

10.1. SALARIES

Effective September 7, 2020, there will be a two percent (2%) cost of living increase.

Effective July 12, 2021 and July 11, 2022, employees shall be eligible for salary increases contingent upon the United States Bureau of Reclamation water supply allocation for Central Valley Project agricultural contractors as follows:

USBR South of Delta Ag			
Allocation as of May 15th		COLA effective 7/12/2021	COLA effective 7/11/2022
The	65% or greater	3%	3%
	31% - 64%	2%	2%
	16-30 %	1%	1%
	0-15%	0%	0%

nominal value of the combined cost of living increases for FY 2021/22, and FY 2022/23 shall not exceed a total of six percent (6%).

10.2. UNPAID FURLOUGH:

In the event the US Bureau of Reclamation water supply allocation for Central Valley Project agricultural contractors is less than twenty-five percent (25%) for any year of the agreement, at District Board discretion, the District shall schedule unpaid furlough days to be taken by FLSA non-exempt employees represented by the bargaining unit. The number of furlough days without pay per fiscal year shall be contingent on the US Bureau of Reclamation water supply allocation for Central Valley Project agricultural contractors, as follows:

USBR South of Delta Ag			
Allocation as of May 15, 2020, 2021, 2022	7/1/2020	7/1/2021	7/1/2022
25% or greater	0	0	0
15% to 24%	0	6 furlough days per fiscal year	6 furlough days per fiscal year
0-14%	0	10 furlough days per fiscal year	10 furlough days per fiscal year

The District will provide employees with the schedule of furlough days for the upcoming fiscal year by July 1st.

In the event of furloughs, employees may have the option of using accrued vacation, compensatory time off, or personal leave concurrently with the unpaid furlough time off.

10.3. STEP ADVANCEMENT:

The District currently maintains an eight-step salary schedule which is designed to provide periodic salary increases up to a maximum salary step for each range. Each of the eight salary steps are assigned a period of time (12 months or 24 months) that an employee must serve prior to being eligible for the next step, as follows:

Step A 12 months

Step B 12 months

Step C 12 months

Step D 12 months

Step E 12 months

Step F 12 months

Step G 24 months

Step H (final step)

The advancement through the steps in a salary range is intended to recognize the employee's expected proficiency that comes with experience, training, and progressive improvement in job skills and performance over time within a position, but is not automatic.

In addition to the minimum time requirements in each step, advancement to each salary step is subject to a satisfactory performance rating as documented in a written performance evaluation and review by the supervisor or designated District representative, followed by approval of the District Manager. Employees will receive a written evaluation and review annually. Employees may attach a response to a performance evaluation.

An employees who does not receive a "satisfactory" or better overall rating on the performance evaluation, and is placed on a Performance Improvement Program, will be denied the step increase at that time. Denied step increases may be appealed to the District Manager within ten (10) work days of the employee's receipt of the written performance evaluation. The appeal may be in writing or in a meeting which will be held within ten (10) work days of the request to the District Manager. The District Manager's decision will be final. An employee who is denied a step increase will be re-evaluated for step advancement. Reevaluation shall occur in not less than one hundred twenty (120) days and not more than twelve (12) months.

10.4. ON-CALL COMPENSATION:

On-Call assignments shall be a designated period of seven (7) days, except for those periods lengthened or shortened by designated holidays or furlough days as provided in Article 10.2 (UNPAID FURLOUGH), for which a lump sum compensation shall be paid in accordance with the following:

10.4.A. On-Call Compensation will be paid to the employee who was actually approved for the on-call period by the Supervisor, and who actually provides on call services, regardless of whose name appears on the On-Call list.

On-Call Compensation shall be paid as follows:

For the normal seven (7) day assignment: \$245;

For an eight (8) day assignment: \$280;

For a six (6) day assignment: \$210;

The above-listed amounts will be increased by twenty-five dollars (\$25) for each recognized Holiday listed in Article 13.2 occurring during the on-call assignment.

10.4.B. Any and all deviations from the On-Call list must be reported to the On-call Supervisor immediately so that the appropriate agencies can be notified.

10.4.C. If the On-Call period falls over two (2) pay periods, payment of on-call compensation shall be made in the first pay period.

10.4.D. If a recognized Holiday falls on a Monday following the On-Call period, the employee will be required to remain On-Call until 7:30 a.m. the following Tuesday.

10.4.E. Employees on on-call duty are required to comply with applicable District policies, including the District's Drug and Alcohol Policy.

10.4.F. If an employee responds to phone calls from the District, or performs computer related work while on on-call duty, the employee shall report the time spent as hours worked, unless such time worked is de minimis (less than six (6) minutes on a non-recurring basis.) Such time shall not be considered call back.

10.5. EDUCATIONAL AND TECHNICAL CERTIFICATION INCENTIVES:

The District shall provide the following educational incentives to employees for completing educational courses and certificates listed below, which enhance their ability to do their job:

10.5.A. Continuing Education Incentive: Effective July 3, 2017, Upon proof of certification to the District, employees who have completed Continuing Education Units (CEU) or equivalent education or training outside of their normal District duties during the previous twenty four (24) months shall receive a per pay period incentive payment of twenty two dollars (\$ 22.00) per CEU or equivalent to a maximum of sixty-six dollars (\$ 66.00) per pay period. Effective the first full pay period following Board approval of a successor MOU in 2020, upon proof of certification to the District, employees who have completed Continuing Education Units (CEU) or equivalent education or training outside of their normal District duties during the previous twenty four (24) months shall receive a per pay period incentive payment of twenty two dollars and forty-five cents (\$ 22.45) per CEU or equivalent to a maximum of sixty-seven dollars and thirty cents (\$ 67.30) per pay period. The Continuing Education Incentive shall be based on increments of greater than or equal to one-half (0.5) CEU; generally 1 hour of training equates to one tenth (0.1) CEU. To be eligible for this benefit, employees must obtain CEUs or equivalent education or training in areas directly applicable to the employee's current classification or classification series, as determined and approved in advance in writing by the District. The fees associated with obtaining the CEUs must be paid for by the employee.

CEU units earned beyond what are required for the maximum education incentive pay may be accrued for use toward education incentive pay in subsequent years, provided, however that beginning with credits earned July 1, 2014, only credit that has been received within the past three (3) years may be eligible for the Continuing Education Incentive under this accrual provision.

CEU units or equivalent education and training taken in furtherance of a technical certification will not be subject to the Continuing Education Incentive provided under this provision.

10.5.B. Technical Certification: Effective July 3, 2017, for the technical certifications listed below and not required for the employee's current job classification, the employee shall receive the incentive pay listed below, to a maximum of one hundred thirty seven dollars and fifty cents (\$ 137.50) per pay period, effective the first day of the next pay period through the end of the pay period in which the certification expires. Effective the first full pay period following Board approval of a successor MOU in 2020, for the technical certifications listed below and not required for the employee's current job classification, the employee shall receive the incentive pay listed below, to a maximum of one hundred forty dollars and twenty-five cents (\$ 140.25) per pay period, effective the first day of the next pay period through the end of the pay period in which the certification expires. Effective the first full pay period following Board approval of a successor MOU in 2020, technical certification pay will be increased as follows:

Water Treatment Operator Grade 1	\$28.05
Water Treatment Operator Grade 2	\$39.25
Water Treatment Operator Grade 3	\$50.50
Water Distribution Operator Grade 1	\$28.05
Water Distribution Operator Grade 2	\$39.25
Water Distribution Operator Grade 3	\$50.50
Backflow Prevention Device Tester	\$28.05
Water Conservation Practitioner Level 1	\$28.05
Water Conservation Practitioner Level 2	\$44.90
Qualified Herbicide Pesticide Applicator	\$28.05
Class A Driver's License	\$33.65
With Air Brake Endorsement	
Class A Driver's License	\$28.05
With Hazardous Materials Endorsement	
Cross Connection Certificate	\$50.50
Certified Municipal Clerk	\$50.50

10.5.C. Training And Education Loan Assistance Program: The District will provide financial assistance to regular employees for qualifying training and/or education programs (directly related to current position or career advancement) by advancing the cost of such programs (tuition, books and required materials) up to \$1,000 per program, not to exceed a maximum of \$1,500 per employee during the contract period. The employee will repay the advance under the terms set forth below. Employees are required to submit receipts within thirty (30) days of the advance or will be required to repay the loan in full immediately.

An employee requesting financial assistance to attend a training and/or education program must provide the District Manager with a written request for the advance (including the amount requested) and an official description of the program with sufficient information to determine whether the program qualifies for District financial assistance. Once approved, the District and the employee will agree on a repayment schedule providing regular payroll deductions from the employee's paycheck beginning with the pay period following the disbursement of funds, and for a period not to exceed thirty-six (36) months. The District and the employee will then enter into a written agreement specifying the agreed upon terms.

The District will not approve any new financial assistance requests from an employee until any prior training and education assistance monies advanced are repaid in full.

If for any reason the employee separates from District employment prior to repayment of the monies advanced, the entire unpaid amount of the advance will become immediately due and payable to the District upon the effective date of separation.

10.6. PAYDAY:

The District designates every other Wednesday as a pay day. In the event the pay day falls on a Holiday, the employees will be paid the prior work day.

10.7. LONGEVITY PAY FOR TIER ONE EMPLOYEES:

Employees hired by the District before January 1, 2013 who have more than five (5) years of continuous District service, shall receive longevity pay in the amount of eight percent (8%). No other employees shall be eligible for longevity pay.

ARTICLE 11 - EMPLOYEE BENEFIT PROGRAMS

11.1. MEDICAL BENEFITS:

The District is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. The maximum District contribution per month for the CalPERS medical insurance program for each active employee shall be the minimum employer contribution as determined by CalPERS.

11.2. FLEXIBLE SPENDING ACCOUNT:

The District maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums or other qualified expenses, on a pre-tax basis. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and vision insurance benefits.

11.2.A Tier One - District Contribution for Employees Hired Before July 1, 2020:

For employees hired before July 1, 2020, in addition to the minimum employer contribution to PEMHCA required by CalPERS, the District shall provide a monthly contribution in the amount of one thousand two hundred eighty five dollars (\$1,285) for each employee to use toward purchase of health and welfare benefits as described in Article 11, Sections 11.4 - 11.6. Any portion of the District-paid cafeteria plan allowance that is not used for the purchase of health and welfare benefits will be paid to the employee as taxable income.

Effective January 1, 2018, the District will contribute, on behalf of each eligible Tier One employee enrolled in single party District-provided medical insurance, solely for the purchase of medical insurance coverage, an amount up to one hundred dollars (\$100) per month.

Effective January 1, 2018, the District will contribute, on behalf of each eligible Tier One employee enrolled in employee plus one or employee plus family District-provided medical insurance, solely for the purchase of medical insurance coverage, an amount up to two hundred dollars (\$200) per month.

11.2.B Tier Two - District Contribution for Employees Hired On or After July 1, 2020:

For employees hired on or after July 1, 2020, in addition to the minimum employer contribution to PEMHCA required by CalPERS, on behalf of each eligible Tier Two employee enrolled in medical insurance offered through the District, the District shall provide a monthly contribution in the amount of up to one thousand three hundred eighty five dollars (\$1,385) for purchase of health and welfare benefits as described in Article 11, Sections 11.4 - 11.6. Any portion of the District-paid cafeteria plan allowance that is not used for the purchase of health and welfare benefits will be paid to the employee as taxable income. However, Tier two employees who opt out of medical insurance offered through the District are not eligible for cash in lieu.

11.2.C Alternate Benefits for Employees Who Opt Out of District Medical Insurance

In order to decline medical coverage through the District and receive alternate benefits, an employee must provide evidence of the alternate group medical insurance coverage on an annual basis during open enrollment.

The District's obligation to pay alternate benefits for employees hired before July 1, 2020 may be conditioned upon compliance with IRS requirements for an eligible opt out program.

11.3. HEALTHCARE LEGISLATION REOPENER:

If the District is subject to additional costs, fees, and/or penalties as a result of health care legislation, or if legal violations will result from the District's current medical insurance and cafeteria plan arrangement, the District may reopen negotiations of this Article 11 "Employee Benefit Programs" at any time during the term of the MOU to address the impact of health care legislation. Article 19

“Peaceful Performance of District Services” shall not apply in relation to the healthcare legislation reopener.

11.4. DENTAL BENEFITS:

The District agrees to provide access to group dental coverage for all permanent employees and their dependents including orthodontic benefits for qualifying dependents. Employees are required to enroll in single party District-provided dental insurance coverage. Employees also have the option to enroll dependents in District-provided dental insurance coverage..

11.5. VISION BENEFITS:

The District agrees to provide access to group vision coverage for all permanent employees and their dependents. Employees may use the District’s contribution to the Flexible Benefits Plan described in Article 11, Section 2 to cover part or all of the cost of District-provided vision insurance coverage.

11.6. SUPPLEMENTAL INSURANCE BENEFITS:

The District agrees to provide access to supplemental insurance. Employees may use the District’s contribution to the Flexible Benefits Plan described in Article 11, Section 2 to cover part or all of the cost of District-provided supplemental insurance coverage.

11.7. DEFERRED COMPENSATION [IRS Internal Revenue Code Section, 457(b)]:

11.7.A. The employee may establish a deferred compensation account.

11.7.B. The employee shall have the option of placing compensation and other compensation received from the District into their deferred compensation account consistent with the rules, regulations and limitations pertaining thereto.

11.8. LIFE INSURANCE:

The District agrees to provide employer paid group term life insurance for all permanent employees based upon one and one half (1-1/2) times the employee’s annual salary to a maximum of \$50,000.

The District will make available additional, individual term life insurance coverage based upon an additional one and one half (1 ½) times the employee’s annual salary up to a maximum of \$50,000, subject to insurance company approval. The employee will be responsible for the additional premium cost for the individual policy and resulting taxes.

11.9. RETIREE ADDITIONAL BENEFIT:

For those employees retiring from the District through a regular service retirement from CalPERS within one hundred twenty (120) days of separation from District employment and are fifty-five (55) years of age or older at the time of retirement, the District shall make the following monthly payments toward retiree health insurance coverage, in addition to the minimum employer contribution required by PEMHCA:

<u>District Years of Service</u>	<u>Age 55</u>	<u>Age 60</u>	<u>Age 65</u>
10-14 years	\$100.00	\$130.00	\$195.00
15-19 years	\$135.00	\$180.00	\$270.00
20+ years	\$175.00	\$232.00	\$348.00

11.10. CREDIT UNION:

The District agrees to make available participation in the Santa Clara County Employee’s Credit Union at no cost to the District.

11.11. EMPLOYEE ASSISTANCE PROGRAM:

The District shall provide and pay the premiums for a work-site based Employee Assistance Program for all permanent employees and their families, with a maximum of six (6) sessions for each incident of treatment. The program shall include provisions for Union referral, formal and informal District referral and employee/family referral.

11.12 POSTING JOB VACANCIES:

Notice of all job vacancies shall be posted for no less than ten (10) working days in the break room and shop area, and shall provide a minimum of five (5) administrative work days to allow for receiving internal applications. The filling of posted vacancies shall not take place until the application deadline has passed.

ARTICLE 12 – LAYOFFS

It is the District’s rights to relieve its employees from duty because of lack of work or other legitimate reasons.

12.1. ORDER:

Layoffs shall be by job classification, and a Layoff List shall be created by the District in the following order:

12.1.A. Probationary personnel in the order as determined by the District.

12.1.B. Permanent personnel in the order of least continuous service (excluding leaves without pay) in the subject classification.

Exceptions to the order as outlined above may be made by the District on the basis of negative performance or special qualifications required by the District.

12.2. EMPLOYEE OPTIONS:

Permanent employees displaced by layoff as outlined above may have the following options:

12.2.A. Accept layoff and be placed on a Re-employment List for three (3) years. ”.

12.2.B. Be placed in an equal paying or lower paying vacant, permanent or temporary position, which the District intends to fill, and for which the individual is found to be qualified. Selection from among individuals to be laid off to fill vacant positions shall be the District’s hiring procedure, with competition to be limited to personnel scheduled for layoff.

12.2.C. Displace an individual in an equal paying or lower paying classification in the same or closely related occupational position as the present classification, provided (1) the displacing employee has greater total continuous service in the equal paying or lower paying class, and the class from which the individual is being laid off, than the current incumbent has in the present classification, and (2) the displacing employee is found to possess the necessary skills, license, and expertise to perform the duties of the position. Employees displaced by this option will be subject to layoff, and will be provided the options described in this Section 12.2.

12.3. RE-EMPLOYMENT LIST:

Laid off permanent employees who so choose may be placed on a Re-employment List in reverse order of their continuous service in the classification from which they were laid off, and will remain on that Re-employment List for a period not to exceed three (3) years. The Re-employment List will be used to fill vacant permanent and temporary positions when the list contains the names of employees found to be qualified for vacancies. Offers of employment will be made in the order of the names on the list, and the District will appoint the first employee on the list who is found to be qualified and for whom the vacancy is equal paying or lower paying than the former position. Refusal to accept such permanent position will result in the removal of the individual’s name from the reemployment list. Employee’s accepting lower level positions shall continue on the Re-employment List until they are appointed to a permanent position in their former job classification, or the remainder of three (3) years from the date of layoff, whichever occurs first.

12.4. NOTICE:

Employees to be laid off as set forth herein shall be given thirty (30) calendar days written notice prior to said layoff. The Union shall also receive copies of such notice within the thirty (30) day notice period. The Union shall have an opportunity to meet and confer with the District in order to discuss possible changes to the layoffs or to minimize the impact of the layoffs. Those so notified shall notify the District within fifteen (15) calendar days of the option the employee shall pursue under Article 12, Section 12.2, herein.

12.5. APPEAL:

A dispute raised by an employee as to the application or interpretation of this procedure, shall be heard by the Board of Directors.

The notice of appeal shall be in writing and filed with the District within ten (10) days of notification of layoff. The Board of Directors shall hear the appeal and render the majority opinion within ten (10) days of receipt of the written notice of appeal. The majority finding of the Board of Directors shall be final and binding on the District and the employee. The hearing by the Board of Directors of an appeal is in lieu of any other grievance procedure. The District will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. The employee has the right to appeal the Board of Directors' decision in accordance with California Code of Civil Procedure section 1094.6. Pursuant to Code of Civil Procedure section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the District decision on the appeal to the Superior Court in and for the County of San Benito.

ARTICLE 13 – LEAVES

The minimum amount of vacation, sick, personal, or compensatory time to be taken at any one time is one (1) hour. Leave in excess of one (1) hour may be used in half (1/2) hour increments.

13.1. VACATION:

Vacation will begin to accrue on the employee's date of hire at the rate of six and two thirds (6.6667) hours per month for the first five (5) years. To be eligible for vacation leave, an employee must have at least six (6) months of regular employment. Vacation may be accumulated and used in the subsequent calendar years in accordance with the schedule below:

Vacation shall not be accrued in excess of the accumulation limit. If, due to an emergency or District workload, the employee is not able to take earned vacation, such vacation may be accumulated beyond the accumulation limit upon the written approval of the District Manager.

The following schedule is based upon the years of service to the District:

<u>DISTRICT YEARS OF SERVICE</u>	<u>RATE OF ANNUAL DAYS OF EARNED VACATION</u>	<u>EARNED VACATION ACCUMULATION LIMIT</u>
1-5 Years	10 Days (80 hours)	15 Days (120 hours)
6-10 Years	15 Days (120 hours)	30 Days (240 hours)
11-15 Years	17.5 Days (140 hours)	40 Days (320 hours)
16-19 Years	20 Days (160 hours)	55 Days (440 hours)
20+ years	22 Days (176 hours)	70 Days (560 hours)

The maximum vacation, which may be scheduled or taken in any calendar year shall be twenty-five (25) days (200 hours).

13.1.A. Scheduling: Employees shall draw up the vacation schedule, subject to approval by the District.

Employees will request vacation of three (3) days or less at least one (1) week in advance, except as approved by the District Manager.

Employees will request vacation of more than three (3) days at least fourteen (14) calendar days in advance, except as approved by the District Manager.

13.1.B. Payment For Earned/Accumulated Vacation: The employees shall be eligible to convert earned or accumulated vacation to extra compensation subject to the following provisions:

13.1.B.1. Earned/Accumulated Vacation may be converted to extra compensation on an hour paid, per hour used basis for the first one hundred twenty (120) hours taken by the end of the conversion evaluation period of each calendar year provided at least eighty (80) hours of vacation (excluding furlough days) have been taken by the end of the conversion evaluation period of that calendar year and eight (8) hours of accrued, unused vacation remains in the employee’s bank. An employee shall make an irrevocable election of the amount of vacation leave to be converted in December the year before the vacation is earned.

Vacation cash out checks will be made available by the end of the third week of December to employees who have elected cash out the previous December. The conversion evaluation period is defined beginning with the final Pay Period of the prior calendar year through the second to last Pay Period of the current calendar year. The employee has the following options:

- a) Vacation may be converted to extra compensation at employees base hourly rate per hour of vacation converted.

- b) Vacation earned/accumulated may be converted to a contribution to deferred compensation at the employees base hourly rate each hour of vacation converted subject to the rules, regulations and limitations governing deferred compensation.
- c) Any combination of a. and b. above with the distribution being based on full one (1) hour increments.

13.1.B.2. Requests for payment of vacation shall be in writing on forms provided by the District and subject to the approval of the District Manager.

13.2. HOLIDAYS:

13.2.A. Paid Holidays: Each employee of the District is eligible for paid holiday benefits beginning on their date of hire.

The District will observe the following holidays:

- a) New Year's Day
- b) Martin Luther King's Birthday
- c) President's Day
- d) Memorial Day
- e) Independence Day
- f) Labor Day
- g) Columbus Day
- h) Veteran's Day
- i) Thanksgiving Day
- j) Day after Thanksgiving
- k) ½ Day Christmas Eve
- l) Christmas Day

13.2.B. End of the Year Office Closure: The District reserves the right to close District offices for four (4) non-holiday work days approximately between December 25th and January 1st, with exact dates of the closure to be determined by District management and provided to employees by December for the following calendar year. Office closure days will be unpaid; however, employees may use accrued vacation, compensatory time off, or personal leave concurrently with the -office closure days on which they would otherwise be scheduled to work.

13.3. SICK LEAVE:

13.3.A. Accrual of Sick Leave:

Sick Leave will accrue on a pay period basis.

Tier One: Eligible employees hired before July 1, 2020 will be granted the equivalent of six (6) days (48 hours) of Sick Leave per year for reasons as outlined below.

Tier Two: Eligible employees hired on or after July 1, 2020 will be granted the equivalent of ninety-six (96) hours of Sick Leave per year for reasons as outlined below.

For Tier Two employees hired on or after July 1, 2020, an employee can accrue a maximum of one thousand forty (1,040) hours of accrued sick leave that may be carried over from year to year, thereby providing a cushion for those times when illness is a more frequent event. Once an employee hits this accrual cap, they will not accrue any additional paid sick leave until they fall below the accrual cap.

13.3.B. Use of Sick Leave: To use accrued Sick Leave the employee must: 1) notify their supervisor or the District not later than one-half ($\frac{1}{2}$) hour (30 minutes) after the employee's scheduled starting time for the day of the absence; and 2) provide documentation in writing from a medical practitioner verifying the Sick leave in accordance with District requirements. Employees will be required to submit a doctor's note for sick leave of more than three (3) consecutive days or twenty-four (24) consecutive work hours within a calendar year. The District may require a doctor's note for sick leave taken for more than thirty two (32) hours in a calendar year, or if the supervisor has reasonable suspicion of abuse of sick leave.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Sick Leave shall only be used for those reasons outlined below:

- a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling (Labor Code §§ 233(b)(2); 245.5(c); 246.5(a)(1)); or
- b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. (Labor Code §§ 230(c); 233(b)(3)(A); 246.5(a)(2).)

13.3.C. Annual Sick Leave Conversion Program: As an incentive for employee wellness and sick leave conservation, the following Sick Leave conversion provision shall apply:

At the end of the conversion evaluation period of each calendar year, all employees shall be entitled to convert Sick Leave to: 1) extra compensation; 2) contribution to deferred compensation; or 3)

vacation time, based on the following criteria and conversion rates. An employee shall make an irrevocable election of the amount of sick leave to be converted to in December the year before the sick leave is earned. The conversion evaluation period is defined as the beginning with the final Pay Period of the prior calendar year through second to last Pay Period of the current calendar year.

Should an employee elect to convert Sick Leave to extra compensation, the District will provide a check to the employee by the end of the third week of December.

Sick Leave		Sick Leave Conversion* Based on Balance of Time in Hours		
		105 hours	500 hours	1000 hours
	Hours used			
	<32	12	24	48
	< 16	18	26	72

*Accumulated Sick Leave at the end of pay period

Sick Leave conversion to extra compensation or contribution to deferred compensation shall be subject to the rules, regulations and limitations governing deferred compensation. Conversion to vacation shall be subject to earned vacation accumulation limits and vacation entitlement limitations as set forth in Article 13, Section 1.

Requests for conversion of conserved Sick Leave shall be in writing on forms provided by the District and subject to the approval of the District Manager.

13.3.D. Sick Leave Cash Out At Separation:

Tier One: For employees hired before July 1, 2020:

For employees hired before July 1, 2020, upon death, retirement, resignation, or separation by layoff (occurring after ten (10) or more District years of service), up to one thousand forty (1040) hours of accrued Sick Leave shall be paid to the employee or the employee’s estate at the rate of fifty percent (50%) of the equivalent cash value. All accrued Sick Leave beyond one thousand forty (1040) hours, shall be paid off at the rate of twenty-five percent (25%) of the cash value.

For employees hired before July 1, 2020, upon death, retirement, resignation or separation by layoff (occurring after ten (10) or less District years of service), up to five hundred twenty (520) hours of accrued Sick Leave shall be paid off at the rate of twenty-five percent (25%) of the cash value. Accrued Sick Leave beyond five hundred twenty (520) hours shall be paid off at the rate of twelve and one-half percent (12.5%) of the accrued cash value.

Tier Two: For employees hired on or after July 1, 2020:

For employees hired on or after July 1, 2020, upon death, retirement, resignation, or separation by layoff (occurring after ten (10) or more District years of service), up to one thousand forty (1040) hours

of accrued Sick Leave shall be paid to the employee or the employee's estate at the rate of twenty-five percent (25%) of the equivalent cash value.

For employees hired on or after July 1, 2020, upon death, retirement, resignation or separation by layoff (occurring at least five (5) but less than ten (10) District years of service), up to five hundred twenty (520) hours of accrued Sick Leave shall be paid off at the rate of twenty-five percent (25%) of the cash value.

An employee, upon retirement, may convert unused Sick Leave to added service credit under CalPERS.

If an employee separates and is rehired within one (1) year from separation, the unpaid balance of accrued and unused sick leave at the time of separation will be reinstated. An employee who worked at least ninety (90) days in the initial employment with the District may immediately use reinstated sick leave. An employee who had not worked ninety (90) days in the initial employment with the District must work the remaining amount of the ninety (90) day qualifying period to be able to use accrued sick leave.

13.4. INDUSTRIAL INJURY LEAVE:

If an employee is unable to perform assigned duties by reason of industrial injury, sickness or disability, as defined in the Workers' Compensation Act of the State of California, the employee shall notify their Supervisor within twenty-four (24) hours from the date of discovery of such injury, sickness or disability. In job related cases of injury, sickness or disability, the employee shall receive the regular salary for the first forty (40) hours of such disability; provided, however, that any Workers' Compensation benefits received for this initial forty (40) hour period shall be assigned to the District. At the end of this forty (40) hour period, and if unable to resume work, the employee may elect to receive payment of any accumulated sick and/or vacation leave benefits, until such benefits are exhausted, or to receive Workers' Compensation benefits.

If the employee elects to use sick or vacation leave benefits, all Workers' Compensation benefits received shall be assigned to the District. This election shall be made in writing and submitted to the District prior to the payment of any sick leave or vacation benefits. Prorated credit to the employee's sick leave balance at the employee's current rate of pay shall be made based upon the amount of monies assigned to the District from Workers' Compensation benefits.

The period covered by industrial injury leave shall be considered as service time in determining eligibility for salary increases, sick leave and vacation benefits.

All provisions of the Workers' Compensation Act of the State of California shall be strictly adhered to.

13.5. BEREAVEMENT LEAVE:

In the event of a death in the immediate family (i.e. parent, parent-in-law, step-parent, grandparent, grandchild, child, step-child, sibling, step-sibling, spouse or registered domestic partner), employees shall be entitled to Bereavement Leave of up to three (3) days with pay to attend a funeral. If it is necessary for additional Bereavement Leave due to individual circumstances, upon request and approval from their supervisor, the employee may extend their leave. Any additional time off will be charged against the employees sick or vacation leave, or may be taken without pay.

13.6. PERSONAL LEAVE:

Tier One: Eligible employees hired before July 1, 2020 will be granted the equivalent of ten (10) days (80 hours) of Personal Leave per year for use at the employee's discretion. For Tier One employees, personal Leave will accrue on a monthly basis at a rate of 6.6667 hours per month.

Tier Two Eligible employees hired on or after July 1, 2020 will be granted the equivalent of two (2) days (16 hours) of Personal Leave per year for use at the employee's discretion. For Tier Two employees, personal Leave will accrue on a monthly basis at a rate of 1.3333 hours per month.

For Employees in Tiers One and Two:

To be eligible to earn and use Personal Leave, an employee must have successfully completed six (6) consecutive months of employment.

Employees should request approval in writing at least twenty-four (24) hours prior to their intended absence, and to discuss with their supervisor the effect of their absence and arrangements to cover specific assignments.

One-half (1/2) of the employee's annual Personal leave will be subject to notice as follows:

Employees will request Personal leave of three (3) days or less at least one week in advance, except as approved by the District Manager. Employees will request Personal leave of more than three (3) days at least fourteen (14) days in advance, except as approved by the District Manager.

An employee may also use the remaining Personal Leave without advance notice. In this case, the employee must notify their supervisor or the District not later than one-half (½) hour (30 minutes) after the employee's scheduled starting time for the day of the absence. Personal Leave taken without advance notice will be tracked. When using Personal Leave, employees must use a minimum of one whole hour; additional amounts of Personal Leave on the same occasion may be used in half (1/2) hour increments.

At the end of each calendar year (pay period 26) all conserved Personal Leave not used during that year will be converted to Sick Leave and carried over to the following year; however, an employee may retain up to eight (8) hours of Personal Leave for use as Personal Leave in the following calendar year.

ARTICLE 14 - LEAVES WITHOUT PAY

14.1. GENERAL PROVISIONS:

Leaves without pay shall be granted as outlined below, provided however, that:

14.1.A. A leave may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist.

14.1.B. Except as expressly required by law, the period covered by a leave without pay shall not be considered as service time in determining eligibility for vacation, sick leave, health and welfare benefits (including the flexible spending amount) salary increases, or other circumstances where service is a factor;

14.1.C. Leave without pay granted to a probationary employee shall not be credited toward completion of the employee's probationary period;

14.1.D. All accrued vacation must be used or, at the option of the District, the monetary value of all accrued vacation must be paid to an employee before a leave of absence without pay can be granted, excluding leave granted for maternity or medical purposes; and.

14.1.E. An employee's anniversary date for the purpose of performance evaluation and accompanying step increases shall be adjusted if an employee takes leave without pay of more than eighty (80) hours in one year.

14.2. UNPAID PERSONAL LEAVE:

A leave without pay may be granted by the District, not to exceed six (6) months, for urgent or substantial personal reasons, including illness not covered by sick leave. Such leave may be extended by the District for a further period not to exceed three (3) months in exceptional circumstances with approval of the Board of Directors. To the extent legally protected leaves apply, they shall run concurrently with unpaid personal leave.

14.3. INSURANCE BENEFITS DURING UNPAID LEAVE:

Except as noted herein or required by law, an employee is not eligible for District contributions toward Flexible Spending Account during leaves without pay. An employee may make such payments to the District for desired insurance coverage under the conditions as may be established by the insurance carrier.

Employees on maternity leave (inclusive of Pregnancy Disability Leave) without pay will be eligible for full District contributions toward health and welfare insurance (including District contributions to CalPERS for PEMHCA participation and the Flexible Spending Account) and basic life insurance for the first six (6) month period of such leave. After expiration of a six (6) month period of such leave, an employee may make such payments to the District for desired insurance coverage. In the event of an industrial injury or illness, the District will pay the PEMHCA and Flexible Spending Account contributions in accordance with State Workers' Compensation requirements.

ARTICLE 15 – RETIREMENT

The District shall continue to participate in the Public Employees Retirement System (PERS) with benefits as currently provided or with such changes and benefits as may be mandated by law or as agreed to by the District.

15.1. TIER ONE:

For eligible employees hired before January 1, 2013, or hired after January 1, 2013 who meet the definition of "classic members" as defined by CalPERS, the District shall continue to participate in its Miscellaneous Plan Agreement with CalPERS to provide the 2.5% at 55 retirement option. Effective July 3, 2017, Tier One employees shall pay the rate prescribed by CalPERS for member contributions in accordance with the rules and regulations governing such member contributions.

15.2. TIER TWO:

For eligible employees who meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the District will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, based on the average of three years of employment, in accordance with Government Code Section 7522.32. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

Employees in Tier Two Pension shall pay the rate prescribed by CalPERS for employee contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employee contributions, which consists of one-half of the total normal costs for pension. New members shall be subject to the provisions of the PEPRA, including provisions governing reportable compensation.

ARTICLE 16 - SAVING CLAUSE

If any provision of this M.O.U. shall be found to be invalid by a court of competent jurisdiction, or otherwise prohibited by law, the remainder of the policy shall not be affected.

ARTICLE 17 – GRIEVANCE PROCEDURES

17.1. CREATION AND AUTHORITY:

When requested, the Union shall have full authority to represent any member and settle any grievance.

17.2. CONDITION:

The District agrees to meet with the grievant, or when requested, the Union or its designated representative, on any grievance in accordance with the provisions of this Section. Such meetings, including travel time, when held during normal scheduled working hours, shall be without loss of pay.

17.3. PURPOSE:

17.3.A. This grievance procedure shall be used to process and resolve grievances arising under this MOU.

17.3.B. The purposes of this procedure are:

17.3.B.1. To resolve grievances informally at the lowest possible level; and

17.3.B.2. To provide an orderly procedure for reviewing and resolving grievances promptly.

17.4. DEFINITIONS:

17.4.A. A grievance is a good faith complaint of one or a group of employees, or a dispute between the District and the Union involving the interpretation, application, or enforcement of the express terms of this MOU. No matter shall be considered as a grievance under this Article unless it is presented within thirty (30) calendar days of when a reasonable person knew or should have known of the events on which the grievance was based. Discipline, performance evaluations, and complaints of harassment, discrimination and retaliation based on a protected class are not grievable.

17.4.B. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

17.4.C. As used in this procedure, the term "party" means an employee, the Union, the District or their authorized representatives.

17.4.D. The employee retains all rights conferred by Section 3500 et seq., of the Government Code.

17.5. STEP ONE:

An employee who believes they have cause for grievance may contact their supervisor with their representative or may contact their supervisor alone. The supervisor shall provide a verbal response and the reasons therefore within seven (7) working days after hearing the employee's grievance. If, after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance shall be reduced to writing within seven (7) working days after receipt of the supervisor's verbal response.

17.6. STEP TWO:

If the grievance is not resolved under Step One of this procedure, and the employee elects to process a written grievance, the grievance statement shall include the following:

17.6.A. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this MOU which the grievant claims has/have been violated.

17.6.B. The remedy or correction requested of the District.

17.6.C. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor or designated representative.

The grieving employee's immediate supervisor or designated representative will give their answer to the grievance in writing within seven (7) working days from the time they received the grievance in writing. The supervisor's answer shall include the following:

17.6.C.1. A complete statement of the District's position and the facts upon which it is based.

17.6.C.2. The remedy or correction which has been offered, if any.

17.7. STEP THREE:

If a satisfactory settlement is not reached with the immediate supervisor or designated representative, the grievant may submit the matter in writing within seven (7) working days to the District Manager, or designated representative, who shall have full power and authority to settle the grievance. The employee and the designated representative of the District shall meet to hear the grievance appealed to the third step. Grievances appealed to the third step of the grievance procedure shall be in writing stating the grievant's position and shall be heard within seven (7) working days after the appeal to the third step of the grievance procedure. A written answer shall be made within seven (7) working days after the hearing, stating the District's position. District Manager's decision shall be final.

17.8. STEP FOUR:

If the grievance is not resolved after Step Three, the grievance may be submitted to mediation. A request for mediation may be presented in writing to the District Manager within seven (7) calendar days from the date a decision was rendered at Step Three. As soon as practicable thereafter, or as otherwise agreed to by the parties, a mediator shall hear the grievance. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory.

The Mediator shall, in cases where the matter is not resolved, be authorized to submit an advisory opinion to the parties. This opinion shall be confidential.

ARTICLE 18 - PAST PRACTICE

The parties agree that they shall adhere to established labor relations' principles in handling past practices issues within the scope of representation:

18.1. Past practices superseded by revised MOU language are null and void;

18.2. Past practices which contradict existing MOU language or written District rules shall be null and void upon reasonable notice from the District that the language will be followed;

18.3. Past practices within scope which are not covered by MOU language or District rules shall remain in effect through the term of the MOU unless the District has given notice and met and conferred.

ARTICLE 19 - PEACEFUL PERFORMANCE OF DISTRICT SERVICES

Participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action, up to and including discharge.

No employee organization, its representatives or members, shall engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind.

If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies, the employee relations officer may suspend or revoke the recognition granted to such employee organization, and prohibit the use of bulletin boards, prohibit the use of District facilities and prohibit access to work or duty stations by such organization.

As used in this section "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage or slow-down of work or the abstinence in whole or part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

Any decisions of the employee relations officer made under this paragraph may be appealed to the Board of Directors by filing a written Notice of Appeal with the employee relations officer accompanied by a complete statement, setting forth all of the grounds upon which the appeal is based. Such Notice of Appeal must be filed within seven (7) business days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered untimely and not subject to impasse procedures or any other appeal.

ARTICLE 20 – LABOR MANAGEMENT COMMITTEE

The Union and District agree to establish a Labor Management Committee. This Committee shall meet upon request of either party, not to exceed quarterly. The Committee shall be charged with discussing and resolving issues of mutual interest; excluding compensation matters covered by this agreement.

ARTICLE 21 – MISCELLANEOUS PROVISIONS

21.1. NOTICES:

All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the third day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To District at:
30 Mansfield Road (Physical Address)
Hollister, CA 95023

To Union at:
334 Monterey Street
Salinas, CA 93901

P.O. Box 899 (Mailing address)
Hollister, CA 95024

Any party may change its address for purposes of this paragraph by giving the other party written notice of their new address in the manner set forth above. Notice or demand shall be deemed delivered when sent registered or certified mail or, hand delivered, or directed to the respective parties at the address below at signature.

21.2. ENTIRE AGREEMENT:

This agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings among the parties, whether oral or in writing, relating to the subject matter hereof.

21.3. NO WAIVER:

No waiver of a breach, failure of any condition, or any right or remedy shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right, or remedy whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

21.4. CAPTIONS:

The article and paragraph headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

21.5. SUCCESSORS AND ASSIGNS:

This agreement shall be binding upon and inure to the benefit of each of the parties, their successors, and assigns.

21.6. AMENDMENTS:

This agreement may be amended or modified only by written instrument executed and delivered by all of the parties hereto.

21.7. GOVERNING LAW:

All issues regarding the subject matter of this agreement shall be construed and enforced in accordance with the laws of the State of California, excluding any choice of law principles that would cause the law of any other jurisdiction to be applied.

21.8. THIRD PARTY RIGHTS:

The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto.

21.9. TIME OF THE ESSENCE:

Time is of the essence of this agreement and each of all of its provisions.

21.10. FURTHER ASSURANCES:

The parties agree to do such further acts and execute and deliver such additional agreements and documents as the other may reasonably request to consummate, evidence or confirm the agreements contained herein and in the manner contemplated hereby.

21.11. INDEMNIFICATION OF THE DISTRICT:

The San Benito County Water District (SBCWD) hereby recognizes SEIU, Local 521 as the exclusive representative of the Field and Office Employees. As more fully set forth in the August 28, 2007 side letter between the parties, the SEIU agrees to defend, indemnify and hold harmless the District against any claims, causes of action, unfair practice charge, liability or costs that may occur as a result of the District's recognition of Local 521 as the exclusive representative. (See Appendix C).

21.12. COMPENSATION STUDY

By January 1, 2023, the District will prepare a total compensation survey for the parties to refer to in 2023 successor MOU negotiations. By July 1, 2022, the District will provide the Union with a list of comparable agencies and benchmark classifications to be studied, and will provide the Union with the opportunity to provide input on comparable agencies and benchmark classifications.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by affixing their signatures below.

SAN BENITO COUNTY WATER DISTRICT

SEIU, LOCAL 521

/s/John Tobias 8-26-2020

John Tobias, President Date

/s/Dustin Franco 8-25-2020

Dustin Franco, SEIU Rep.SBCWD Date

/s/Jeff Cattaneo 8-27-2020

Jeff Cattaneo, District Manager Date

/s/Jay Donato 8-24-2020

Jay Donato, SEIU Labor Negotiator Date

/s/Mike Razo 8-24-2020

Mike Razo, SEIU Rep.SBCWD Date

APPENDIX A
Field and Office Employees
Salary Schedule Effective First Full Pay Period after
Board Adoption of Agreement
Effective 9/7/20

Class	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	24 Months	
Board Clerk/Office Specialist III	52	4138	4303	4475	4654	4840	5034	5235	5445
Customer Account Specialist I	34	3462	3601	3745	3894	4050	4212	4381	4556
Customer Account Specialist II	44	3823	3975	4134	4300	4472	4651	4837	5030
Customer Account Specialist III	52	4138	4303	4475	4654	4840	5034	5235	5445
Electronic/Electrical Technician	78	5352	5567	5789	6021	6262	6512	6773	7043
Engineer (unlicensed)	76	5248	5457	5676	5903	6139	6384	6640	6905
Engineering Technician	62	4568	4751	4941	5139	5344	5558	5780	6012
Maintenance Trainee	18	2955	3073	3196	3324	3457	3595	3739	3888
Maintenance I	*35A	3521	3662	3807	3960	4119	4283	4455	4633
Maintenance II	*46A	3923	4080	4244	4413	4590	4774	4965	5163
Maintenance III	58	4391	4567	4749	4939	5137	5342	5556	5778
Operations & Maintenance Supervisor	74	5145	5350	5564	5787	6018	6259	6510	6770
Office Specialist I	26	3199	3326	3460	3598	3742	3891	4047	4209
Office Specialist II	34	3462	3601	3745	3894	4050	4212	4381	4556
Office Specialist III	44	3823	3975	4134	4300	4472	4651	4837	5030
Water Distribution/Maint. I	52	4138	4303	4475	4654	4840	5034	5235	5445
Water Distribution/Maint. II	62	4568	4751	4941	5139	5344	5558	5780	6012
Water Distribution/Maint. III	72	5044	5245	5455	5674	5900	6136	6382	6637
Water Programmer III	52	4138	4303	4475	4654	4840	5034	5235	5445
Water Resources Technician I	*54A	4224	4393	4570	4751	4940	5139	5350	5561
Water Resources Technician II	*63A	4636	4822	5014	5215	5423	5641	5866	6100

Hourly Rates	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	24 Months	
Board Clerk/Office Specialist III	52	23.8709	24.8258	25.8188	26.8516	27.9256	29.0426	30.2044	31.4125
Customer Account Specialist I	34	19.9741	20.7731	21.6040	22.4682	23.3669	24.3016	25.2737	26.2846
Customer Account Specialist II	44	22.0531	22.9352	23.8526	24.8067	25.7990	26.8309	27.9042	29.0203
Customer Account Specialist III	52	23.8709	24.8258	25.8188	26.8516	27.9256	29.0426	30.2044	31.4125
Electronic/Electrical Technician	78	30.8796	32.1148	33.3994	34.7354	36.1248	37.5698	39.0726	40.6355
Engineer **	76	30.2741	31.4851	32.7445	34.0543	35.4164	36.8331	38.3064	39.8387
Engineering Technician	62	26.3554	27.4097	28.5060	29.6463	30.8321	32.0654	33.3480	34.6820
Maintenance Trainee	18	17.0477	17.7296	18.4388	19.1764	19.9434	20.7412	21.5708	22.4337
Maintenance I	*35A	20.3108	21.1276	21.9637	22.8448	23.7645	24.7099	25.7004	26.7294
Maintenance II	*46A	22.6325	23.5394	24.4848	25.4624	26.4786	27.5398	28.6460	29.7844
Maintenance III	58	25.3320	26.3453	27.3991	28.4951	29.6349	30.8203	32.0531	33.3352
Operations & Maintenance Supervisor	74	29.6805	30.8677	32.1024	33.3865	34.7220	36.1109	37.5553	39.0575
Office Specialist I	26	18.4530	19.1911	19.9588	20.7571	21.5874	22.4509	23.3489	24.2829
Office Specialist II	34	19.9741	20.7731	21.6040	22.4682	23.3669	24.3016	25.2737	26.2846
Office Specialist III	44	22.0531	22.9352	23.8526	24.8067	25.7990	26.8309	27.9042	29.0203
Water Distribution/Maint. I	52	23.8709	24.8258	25.8188	26.8516	27.9256	29.0426	30.2044	31.4125
Water Distribution/Maint. II	62	26.3554	27.4097	28.5060	29.6463	30.8321	32.0654	33.3480	34.6820
Water Distribution/Maint. III	72	29.0985	30.2625	31.4730	32.7319	34.0412	35.4028	36.8189	38.2917
Water Programmer III	52	23.8709	24.8258	25.8188	26.8516	27.9256	29.0426	30.2044	31.4125
Water Resources Technician I	*54A	24.3691	25.3466	26.3628	27.4112	28.4981	29.6493	30.8649	32.0805
Water Resources Technician II	*63A	26.7487	27.8164	28.9290	30.0867	31.2894	32.5435	33.8427	35.1933

**Appendix B: Field and Office Employees Unit Positions
Effective August 26, 2020**

Electronic Technician
Engineer (Unlicensed)
Engineering Technician
Water Resources Technician I
Water Resources Technician I
Maintenance Trainee
Maintenance I
Maintenance II
Maintenance III
Water Distribution/Maintenance I
Water Distribution/Maintenance II
Water Distribution/Maintenance III
Office Specialist I
Office Specialist II
Office Specialist III
Board Clerk/ Office Specialist III
Water Programmer III
Customer Account Specialist I
Customer Account Specialist II
Customer Account Specialist III
Operations and Maintenance Supervisor

Appendix C: Side Letter

AGREEMENT BETWEEN THE SAN BENITO COUNTY WATER DISTRICT AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521

This Agreement is made by and between the San Benito County Water District (hereafter collectively "District") and Service Employees International Union, Local 521" on the 28th day of August, 2007.

Whereas, in 2007 the District certified SEIU, Local 817 as the exclusively-recognized employee organization for employees working in classifications in the General Employees Unit;

Whereas, in June 2006, the International Executive Board of the SEIU decided to charter four new public sector local unions, and proposed that existing public sector local unions be merged into the new locals, based upon geographical relationships;

Whereas, on January 2, 2007, the SEIU President issued charters to the newly-established Local Unions, including Local 521, and directed Local 817 to be reorganized into Local 521;

Whereas, in March 2007, Local 521 informed the District that it was assuming the duties and responsibilities of Local 521 and that Local 817 no longer existed;

Whereas, in March 2007, the District notified Local 521 and Local 817 in writing, that its employee-employer relations resolution did not contain any provisions regarding amendment of certification because of merger, amalgamation, affiliation or transfer of jurisdiction, and that Local 521 and Local 817 should petition the Public Employee Relations Board (PERB) under PERB regulations 61300 and following to amend the Local 817 certification to Local 521;

Whereas, a letter dated June 7, 2007, from legal counsel for SEIU, Local 521, do not respond to the District's suggestion to petition PERB, but instead describes how members of Local 817 received due process as to the reorganization to Local 521 through secret ballot election and that the election results were: 31,408 in favor of reorganization, 4,256 votes against, and 88 challenged ballots;

Whereas, the June 7, 2007 letter from legal counsel for SEIU, Local 521 states that there is a substantial continuity of representation between Local 817 and Local 521 because, under the SEIU reorganization plan, Local 521 will assume all of the rights and duties of the collective bargaining agreement between Local 817 and the District, and will maintain the current representational structure, stewards, Chief Stewards, and professional Union representatives;

Whereas, legal counsel for Local 521 has affirmed in the letter, dated June 7, 2007,

that all District employees previously represented by Local 817 will be represented by Local 521, will be granted full membership in Local 521, and will carry with them their prior union membership status without the need of any initiation fee or preliminary requirements;

Whereas, Local 521's legal counsel provides authorities in the June 7, 2007 letter support of its claim that Local 817 members received full due process as to the reorganization and that Local 521 has preserved substantial continuity of representation with Local 817, in the view of the District the authorities that Local 521's legal counsel cite do not specifically address a situation similar to the SEIU reorganization plan; and

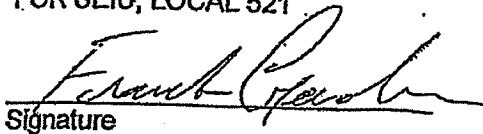
Whereas, the District's interests are: a) ensuring that its employees all rights due them under the law; and b) fully complying with its responsibilities under the Meyers-Millias Brown Act (MMBA), Gov. Code §§ 3500 and following.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All of the recitals above are material provisions of this Agreement.
2. Local 521 hereby agrees to defend, indemnify and hold harmless the District and its officers and employees from any unfair practice charge, claim, loss, legal action, liability or cause of action or administrative proceeding, liability, damages, costs, expenses, actual attorneys' fees, consultant fees, expert fees, losses or liability, in law or in equity, suit, or judgment of any nature whatsoever (hereafter "claim") arising out of the City's exclusive recognition of Local 521 as the successor employee organization to Local 817, as described in this Agreement. Local 521's indemnity and liability obligation is more fully set forth as follows:
 - A. Local 521 shall defend, indemnify and hold harmless the District and its District Board of Directors, officers, agents, attorneys, and employees from any claim, arising out of the operation of the District's amendment of the Local certification of exclusive employee organization to Local 521. Upon commencement of any such claim, Local 521 shall have the right to decide and determine whether any claim made or brought against the District or the District-affiliated persons identified above shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Local 521 shall not diminish Local 521's defense and indemnification obligations under this Agreement.
 - B. The District, immediately upon receipt of notice of such claim against it or any of its District-affiliated parties shall inform Local 521 of such claim, provide Local 521 with all information, documents, and assistance necessary for Local 521's defense or settlement of such claim and fully cooperate with Local 521 in providing all necessary employee witnesses and assistance. The cost of any such assistance or legal defense shall be paid by Local 521.

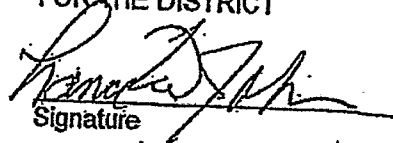
- C. Local 521, upon its compromise or settlement of such claim shall timely and directly pay the parties to such claim all such sums due under such settlement or compromise, without any contribution from the District. Local 521, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs, shall pay all sums owing under such order and judgment, without any contribution from the District.
- 3. The Service Employees International Union (SEIU) will indemnify and hold harmless the San Benito County Water District (SBCWD) against any claim or causes, unfair labor practice charge, liability or costs brought against the SBCWD relating to the recognition of SEIU 521 as referenced in the Memorandum of Understanding between the parties.
- 4. In exchange for its promises under this Agreement to defend and indemnify the District, the District agrees to the request of Local 521 to be recognized as the successor to Local 817 with respect to the employees presently represented by Local, effective as of the date this Agreement is fully executed.
- 5. This Agreement constitutes a single integrated contract expressing the entire Agreement of the parties hereto. This Agreement shall supersede, and render null and void, any and all prior agreements between the parties hereto, concerning the subject matter thereof.
- 6. The Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.
- 7. This Agreement shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence in any proceedings to enforce this Agreement or to defend against any other proceedings related to the terms of this Agreement.
- 8. The undersigned represent, warrant, and affirm that each has authority to bind its principals to this Agreement.

FOR SEIU, LOCAL 521


 Signature

FRANK GARDEN, INTERNAL ORGANIZER
 Print Name and Title

FOR THE DISTRICT


 Signature

Lance W. Johnson, Manager
 Print Name and Title