

2010 - 2013
MEMORANDUM OF UNDERSTANDING

BETWEEN

WEST VALLEY SANITATION DISTRICT
OF SANTA CLARA COUNTY, CALIFORNIA

AND

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL, CARPENTERS FORTY SIX
COUNTIES CONFERENCE BOARD AND THEIR AFFICIATED LOCAL UNIONS, INCLUDING
MILLMEN AND INDUSTRIAL CARPENTERS LOCAL 262

PROFESSIONAL & SUPERVISORY UNIT

ARTICLE I

PREAMBLE

This Memorandum of Understanding is made and entered into this 14th day of July, 2010, by and between the authorized representatives of the West Valley Sanitation District, Santa Clara County, California, hereinafter referred to as the "District," and the Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and their Affiliated Local Unions, including Millmen and Industrial Carpenters Local 262, hereinafter referred to as the "Union."

The purpose of this Memorandum of Understanding is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

The District and Union agree that all employees of the District share in the important responsibility of providing superior service to the public and that every job and position is considered to be important.

The Merit System Rules and Personnel Practices of West Valley Sanitation District is hereby adopted by reference.

Nothing in this Memorandum of Understanding shall invalidate nor be substituted for any provision in the District Merit System Rules and Personnel Practices, as such pertains to members of this Unit, unless so stipulated to by provisions contained herein and agreed to.

If a provision of the District Merit System Rules and Personnel Practices is in conflict with any provision of this Memorandum of Understanding, the provision on the Memorandum of Understanding shall prevail.

ARTICLE II

UNION RECOGNITION

Pursuant To Government Code Section 3500 et. seq. of the State of California and District Resolution No. 98.7.12, the District hereby recognizes the Union as the bargaining representatives for the purpose of representing employees in the Professional and Supervisory Employees Unit with respect to their compensation, hours, and the other terms and conditions of employment.

It is understood that for the purposes of this Memorandum of Understanding the Professional and Supervisory Employees Unit shall contain the following District employee classifications:

Construction Inspection Manager
Operations Supervisor
Information Services Coordinator
Senior Civil Engineer

ARTICLE III

MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Provisions shown within Sections 4., 5., and 6. of District Resolution No. 98.7.12 shall apply with respect to management rights and employee rights.

ARTICLE IV

DEFINITIONS

Provisions shown within Section 3. of District Resolution No. 98.7.12 shall apply.

In addition, for purpose of specification and clarification of this Memorandum of Understanding the following definitions shall apply:

EMPLOYEES --- means the employees of the District within the Professional and Supervisory Employees Bargaining Unit.

ARTICLE V

REPRESENTATIVE ROLE

The Union shall designate an employee representative at the beginning of the term of this Memorandum of Understanding for the purpose of meeting with the management on terms and conditions of this Memorandum of Understanding and for representing employees during the process of handling a grievance. Reasonable time off work shall be allowed to meet with management, to discuss matters of grievance and/or provisions of this Memorandum of Understanding.

Regular Union business meetings shall not be held on District time and District equipment and supplies are not to be used for Union business. District premises can be used or scheduled in advance with management. An employee representative when performing official Union business, as defined above, shall notify his/her immediate supervisor as to when leaving; how much time is to be taken; and when returning.

Changes as to the Union representative shall be sent to management at least one (1) week in advance of said change.

ARTICLE VI

SALARIES

There will be no increases to salaries effective July 1, 2010. The specific salary ranges and control points for District employee classifications represented by the Union in effect on July 1, 2010, shall be as listed on Appendix A-1-PS.

On the first pay period following July 1, 2011, the specific salary ranges and control points for District employee classifications represented by the Union shall be increased based on the increase to the CPI, with a minimum increase of 2.0% and a maximum increase of 4.0%, as provided below.

On the first pay period following July 1, 2012, the specific salary ranges and control points for District employee classifications represented by the Union shall be increased based on the increase to the CPI, with a minimum increase of 2.0% and a maximum increase of 4.0%, as provided below.

The Consumer Price Index (CPI) based increases provided for above, will be based on the change measured to the CPI - W (urban wage earners and clerical workers) San Francisco - Oakland - San Jose index for the prior twelve (12) month period, April to April, which is published in May.

ARTICLE VII

ADMINISTRATIVE LEAVE

Employees in the Professional and Supervisory Employees Unit shall be granted 48 hours of administrative leave per year. Such leave shall be posted each July 1 and must be used within the succeeding 12 months. Administrative leave will not be included in computing the monetary value of accumulated vacation leave upon termination.

ARTICLE VIII

PROTECTIVE CLOTHING

Safety Shoes: When a designated employee purchases or repairs a pair of safety shoes, he/she shall submit the receipt of purchase or repair to the District for reimbursement, not to exceed the amount of \$200.00 per fiscal year. An employee may carry over the unused portion of his/her annual reimbursement allotment, to a maximum of \$200.00 carryover per year, for a maximum reimbursement not to exceed \$400.00 in any one year.

ARTICLE IX

VACATION

Section A. Vacation Leave

Vacation leave shall be scheduled and approved in advance by the department head; however, insofar as possible, vacation leave shall be granted at the time requested by the employee.

Section B. Vacation Cash-out

Under this provision, regular, full-time employees will be allowed to cash-out unused vacation time they have accrued. The maximum amount of vacation that can be cashed-out in any calendar year is forty (40) hours. In order to receive payment for vacation time, an employee must have taken at least forty (40) hours of vacation time in the last twelve months, and also must have a minimum of forty (40) hours of vacation remaining on the books after the pay-out is made.

Requests for vacation cash-out must be made in writing on a form provided by the District. There are two time periods in which requests can be made, which are July and December of any year. No other form of leave time will be eligible for inclusion in this program.

ARTICLE X

SICK LEAVE PROVISIONS

Sick leave policy as stated in the District's Merit System Rules and Personnel Practices will remain in effect during the term of this Memorandum of Understanding.

ARTICLE XI

HOLIDAYS

All holidays in effect pursuant to the district's Merit System Rules and Personnel Practices remain unchanged.

ARTICLE XII

BENEFITS

Section A. Medical and Dental Plans.

Commencing July 1, 2010, the District agrees to pay: (1) the lowest-cost Santa Clara County employee plus family medical plan premium rate and that same amount for any other County of Santa Clara medical plan; (2) the Delta Dental Service plan employee and dependent premium; and (3) the Vision Service Plan Employee and dependent premium.

In the event premiums for these benefit plans are increased for the July 2011 and/or the July 2012 plan years the District will increase its contribution toward medical, dental and vision benefits, accordingly. Increases in premiums after the expiration of the MOU, will be the subject of bargaining between the parties.

An employee must participate in either of the combination of medical, dental, and vision care plans. Any unused part of the District's contribution for the plan of the employee's choice will be contributed to the deferred compensation plan currently in effect at the District.

Section B. Maintenance of Benefits.

Except as specified by this Memorandum of Understanding, all other benefits provided District employees, and in force at the time of this agreement, shall remain in effect during the term of this Memorandum of Understanding. However, the District reserves the right to change the carrier of any benefits as long as such change does not affect the level or quality of benefit. If a change of carrier is contemplated, the union shall be notified and may request a meeting to discuss the change.

Section C. Retirement Plan

The District contracts with the Public Employment Retirement System (PERS) for the Miscellaneous Members Retirement Program (2.5% at age 55 Formula).

The required employee contribution to PERS for this plan is eight percent (8%) to eight percent (8%). This required employee contribution is paid as follows. The District contributes five percent (5%) and employees are required to contribute three percent (3%). Employees have the option to have those payments tax deferred under IRS Policy and Rule 414 (h) (2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.

ARTICLE XIII

WORKING CONDITIONS

Section A. Union Notification of Self-Representation.

Employees who wish to represent themselves individually in their employment relations with the District pursuant to Government Code Section 3502 of the State of California shall notify the District and Union in writing at the time they wish to institute this right.

Section B. Union Dues Deductions.

The District shall deduct Union initiation fees and periodic dues from the pay of each employee who is a member of the Union after receipt of written authorization on forms supplied by the Union and signed by the employee. The deductions shall be in uniform amounts from the biweekly payments to employees and the money deducted shall then be forwarded to the Union seven days after issuance of paycheck to employees. It is understood that such written authorization shall be voluntary on the part of the employees.

Any changes in the amount of initiation fees or dues shall be certified by the Financial Secretary of the Union and shall become effective on the first day of the month following the date the District receives such certification.

The Union shall hold the District harmless from any and all claims for damages made by the employees as a result of deduction of Union initiation fees and dues from the payments made to employees.

Section C. Uniform Application of Agreements.

Any provisions of a salary, benefit, or working condition agreement between the District and an employee representing himself/herself which is more favorable than the provisions of this Memorandum of Understanding shall automatically apply to all employees.

Section D. Notification of Job Openings.

Announcements of competitive examinations for job openings in the Professional and Supervisory bargaining unit of the District shall be mailed to the Union.

Section E. Union Membership.

Whenever the District hires a new employee he/she shall be informed of the representation by the Union and the Union shall be allowed a reasonable time to make a presentation and answer questions of such employees. The Union may present membership promotion packets to employees at such meetings providing the material has been reviewed by the District.

An employee who is, or who elects to become, a member of the Union shall remain a member during the term of this Memorandum of Understanding, except an employee may withdraw from the Union by serving notice in writing to the District Manager, with a copy to the Union, at least 30 days prior to the expiration of this Memorandum of Understanding.

ARTICLE XIV

UNION SECURITY

Section A. Condition of Employment.

All employees in the unit who have authorized a Union dues deduction which is in effect on the effective date of this agreement shall have their union dues deduction continued as a condition of employment. All employees in the unit who have authorized an agency fee deduction which is in effect on the effective date of this Agreement shall have their service fee deduction continued as a condition of employment. All employees who have authorized a charity fee deduction which is in effect on the effective date of this agreement shall have the charity fee deduction continued as a condition of employment.

All employees who become covered by this contract after the effective date of this agreement shall at the time of hire or entry into the bargaining unit execute an authorization for one of the following payroll deductions as a condition of employment: (1) union dues; (2) a service fee equal to union dues; or (3), if he/she qualifies, a charity fee equal to the service fee of one of the negotiated funds that is exempt from

taxation under Section 501(c)(3) of the Internal Revenue Code. The West Valley Sanitation District shall promptly notify such employee in writing of this requirement.

Section B. Charity Fee Deduction.

To qualify for deduction of the charity fee, the employee must certify to the Union and the District that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Union and the District a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The Union will receive from the District biweekly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment.

Section C. Involuntary Deductions.

If any employee fails to authorize one of the above deductions within the thirty (30) day period, the Union may request that the District involuntarily deduct the agency fee from the employee's paychecks.

Prior to making a request for the District to involuntarily deduct the agency fee from any unit member's pay, the Union shall notify the unit member of the request. If the unit member and the Union are unable to reach agreement on the manner of payment, the Union shall certify to the District in writing that the worker whose pay is to be affected by the deduction has: (1) refused to join the Union; and (2) has refused to tender the amount of the service fee as defined herein; and (3) does not qualify for an exemption under (B) herein. The District and the Union agree that such written certification is a condition precedent to the District's obligation to begin a payroll deduction.

Section D. Forfeiture of Deduction.

If, after all other involuntary and insurance premium deductions are made, in any pay period the balance is not sufficient to pay the deduction of union dues, service fee or charity fee required by this Agreement, no such deduction shall be made for the current pay period.

Section E. Financial Documentation.

The Union shall within sixty (60) days after the end of each fiscal year provide the District with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

Section F. Reinstatement.

Upon the reinstatement of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues, service fees, or charity fee deductions for such unit member in accordance with this Agreement.

Section G. Petition and Election.

If a petition is filed with the District which requires an election rescinding agency shop and such petition contains the signature of at least thirty percent (30%) of the workers in the unit(s) an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot and the majority vote of all workers covered by the unit(s) shall control.

Section H. No Fault.

The Union agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or any other action arising from the provisions of this agreement.

Section I. Fair Representation.

It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding.

ARTICLE XV

GRIEVANCE PROCEDURE

Peremptory Challenge.

The aggrieved, his/her representative, or the Union shall be allowed to exercise up to 2 peremptory challenges with respect to any member of the Board of Directors of the District convening to consider a grievance and the remaining unchallenged members of the Board of Directors shall be convened to hear the grievance and render a decision.

ARTICLE XVI

LABOR / MANAGEMENT COMMITTEE

The District and the Union agree to form a Joint Labor Management Committee comprised of two district employees from the bargaining unit (selected by the employees) and two representatives of management (selected by the District Manager). The purpose

of the committee is to promote better, ongoing communication between employees and the District, through informal discussions on matters of mutual interest. Disciplinary actions and matters which should be addressed through the grievance procedure are not appropriate matters for the committee. The committee shall initially meet on a quarterly basis, or as jointly agreed upon by the committee members.

ARTICLE XVII

WORK ACTIONS

During the term of this Memorandum of Understanding, the District agrees that it will not lock out employees and the Union agrees that employees shall not engage in or support strikes, work stoppages, slow downs, boycotts, or other direct or indirect work actions against the District. Any employee participating in these prohibited activities may be disciplined by the District.

ARTICLE XVIII

FULL UNDERSTANDING

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the District and the Union. The parties, for the term of this Memorandum of Understanding, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Memorandum of Understanding even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Memorandum of Understanding was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Memorandum of Understanding and an action is proposed by the District, the Union shall be afforded notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the District reserves the right to take necessary action by management direction.

ARTICLE XIX

SAVINGS CLAUSE

If any provision of this Memorandum of Understanding should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of

this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within a thirty (30) day work-day period. If no understanding has been reached, the parties agree to invoke the provision of impasse under Section 11 of District Resolution No. 98.7.12.

ARTICLE XX

IMPLEMENTATION

It is understood by the District and the Union that to fully implement this Memorandum of Understanding it will be necessary for the District to amend its Merit System Rules and Personnel Practices to that they will not conflict with the provisions of this Memorandum of Understanding. The District and Union agree to cooperate to secure enactment of such amendments.

ARTICLE XXI

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall become effective July 1, 2010, and shall remain in full force and effect to and including June 30, 2013, and from year to year thereafter, provided, however, that either party may serve written notice on the other at least 60 days prior to June 30, 2013, or any subsequent June 30th of its desire to terminate or amend this Memorandum of Understanding.

ARTICLE XXII

APPROVAL

This Memorandum of Understanding was approved by a majority of the Board of Directors of the District on the ~~9th~~^{14th} day of ~~June~~^{July}, 2010.

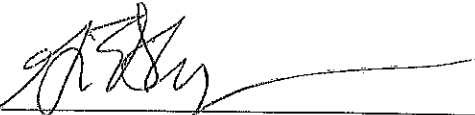
EXECUTED THIS 14th DAY OF July, 2010, BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES WHOSE SIGNATURES APPEAR BELOW, FOR THEIR RESPECTIVE ORGANIZATIONS.

WEST VALLEY
SANITATION DISTRICT

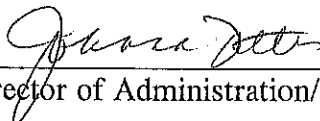
MILLMEN AND INDUSTRIAL
CARPENTERS LOCAL 262




District Manager and Engineer



Business Manager

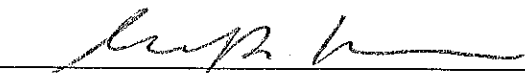


Director of Administration/Information Services



Shop Steward

Approved as to form:



District Counsel, West Valley Sanitation District

WVSD P & S mou 10-13

APPENDIX A-1-PS

WEST VALLEY SANITATION DISTRICT
 CLASSIFICATIONS AND SALARY RANGES
 FOR EMPLOYEES REPRESENTED BY THE
 MILLMEN AND INDUSTRIAL CARPENTERS LOCAL 262

PROFESSIONAL AND SUPERVISORY EMPLOYEES

Effective July 1, 2010

Salaries range from 85% to 110% of control point, based on annual performance review. Control points (as well as minimum and maximum salary) for each of the positions in the mid-management series are established as

Position:	<u>Monthly Salary</u>			
	<u>85%</u>	<u>Control Point</u>		
		<u>100%</u>	<u>110%</u>	
Construction Inspection Manager	7,888	9,280	10,208	Inactive
Operations Supervisor	7,888	9,280	10,208	
Information Services Coordinator	7,904	9,299	10,229	
Senior Civil Engineer	8,395	9,877	10,865	

Rev. 6/30/10

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