

July 1, 2019 – June 30, 2023  
MEMORANDUM OF UNDERSTANDING

BETWEEN

WEST VALLEY SANITATION DISTRICT  
OF SANTA CLARA COUNTY, CALIFORNIA

AND

THE NORTHERN CALIFORNIA REGIONAL COUNCIL OF CARPENTERS, THE  
CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD AND  
THEIR AFFILIATED LOCAL UNIONS

**OPERATIONS/MAINTENANCE UNIT, AND CLERICAL/TECHNICAL SUB-GROUP**

ARTICLE I

PREAMBLE

This Memorandum of Understanding is made and entered into this 12th day of June, 2019, 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 Regional Council of Carpenters, The Carpenters 46 Northern California Counties Conference Board and Their Affiliated Local Unions, 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 Operations/Maintenance 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 Operations/Maintenance Employees Unit and the Clerical/Technical Employees sub-group of the unit, shall contain the following District employee classifications:

Operations/Maintenance Unit

Clerical/Technical Sub-Group

Fleet Mechanic I/II  
Maintenance Lead Worker  
Maintenance Lead Worker (Specialty)  
Maintenance Worker Trainee/I/II  
Maintenance Worker I/II (Specialty)  
Senior Maintenance Lead Worker

Account Clerk I/II  
Administrative Assistant I/II  
Assistant/Associate Engineering Technician  
Assistant Engineering  
Construction Inspector I/II  
Executive Assistant  
Geographic Information System Technician/Analyst  
Senior Account Clerk

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 Operations/Maintenance Employees Bargaining Unit and the Clerical/Technical Employees Sub-Group.

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

Beginning on the pay period where July 1, 2019 falls, the salaries for District employee classifications represented by the Union shall be increased by 3.5%. The specific salaries with this 3.50% increase for District employee classifications represented by the Union in effect on July 1, 2019 shall be as listed on Appendix A-1 and A-2.

Beginning on the pay period where July 1, 2020 falls, the specific salaries for District employee classifications represented by the Union shall be 3.25%.

Beginning on the pay period where July 1, 2021 falls, the specific salaries for District employee classifications represented by the Union shall be increased 3.00%.

Beginning with pay period where July 1, 2022 falls, the specific salaries for District employee classifications represented by the Union shall be increased 3.00%.

## ARTICLE VII

### HOURS OF WORK, OVERTIME, PREMIUM PAY

#### Section A. Overtime Work

When overtime work is assigned and is authorized by a department head to be worked, compensation for such time worked shall be computed at the rate of one and one-half hours for all hours of overtime worked for the first four hours beyond eight hours in one day, and at the rate of

two hours for all hours of overtime worked beyond twelve hours in one day, and shall be paid in cash or by compensatory leave. Compensatory time balances shall be paid in cash on separation. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime. The accumulation of time off credit shall not exceed 40 hours; the balance in excess of 40 hours will be paid in cash. Use of time off credit must be scheduled and approved by the department head in the same manner as vacation [see Sec. II-8.1(a) of Merit System Rules and Personnel Practices).

#### Section B. On-Call Pay

Employees assigned to on-call duty shall receive, in addition to his or her regular salary, \$20.00 for each eight-hour shift, or substantial portion thereof, of assigned on-call duty. Employees assigned to on-call duty during holidays shall receive, in addition to his or her regular salary, \$30.00 for each eight-hour shift, or substantial portion, thereof, of assigned on-call duty.

#### Section C. Call-Back Pay

Employees assigned to on-call duty and who are called out for a service request during their on-call shift shall receive a minimum of 3 hours overtime for the call. If another service request is received during that 3-hour period, an additional 3-hour minimum will not apply. Such employees who are called out for a service request during their on-call shift between the hours of 9:30 p.m. and 6.59 a.m. shall receive a minimum of 4 hours overtime for the call. If another service request is received during that 4-hour period, an additional 4-hour minimum will not apply.

#### Section D. Certification Pay

An employee who earns a California Water Environment Association grade certification over the minimum required for his/her classification shall receive a premium of \$25.00 per month in addition to regular salary. An employee who earns an additional certification over the minimum shall receive an additional \$5.00 per month premium.

#### Section E. Work in a Higher Class Pay

An employee may be assigned by his/her supervisor to perform the duties of a higher classification on an "acting" basis. Assignments to work in a higher class shall only be made by the Director of Engineering/Operations or designee at the beginning of the work shift and employees designated to receive work in a higher class pay shall be provided with a written notice assigning them to the higher classification on an acting basis. Compensation for work in a higher class will be provided in the amount of \$25.00 per day from the first day of such assignment.

## 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

The vacation leave policy as stated in the District's Merit System Rules and Personnel Practices as of July 1, 2019, will remain in effect during the term of this Memorandum of Understanding.

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 pursuant to this section, an employee must make an irrevocable election for vacation cash out by December 15 of the prior calendar year, and 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 the Irrevocable Vacation Cash Out Election Form provided by the District. The Election is irrevocable and may not be changed. Vacation payout will be made by the District in July of the calendar year following submission of the form. No other payments will be made for this program. No other form of leave time will be eligible for inclusion in this program.

## ARTICLE X

### SICK LEAVE PROVISIONS

The sick leave policy as stated in the District's Merit System Rules and Personnel Practices as of July 1, 2019, 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 as of July 1, 2019, will remain in effect during the term of this Memorandum of Understanding.

## ARTICLE XII

### BENEFITS

#### Section A. Medical and Dental Plans

Commencing July 1, 2019, 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 2020, July 2021, and/or the July 2022 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.

With proof of alternative health coverage, an employee may opt to waive District provided health coverage.

Effective with each new plan year starting November 1, an employee who waives health coverage (for self and family) must do so for the entire plan year by signing up in the open enrollment period, typically in the prior September. Any unused part of the District's contribution for the plan of the employee's choice or non-coverage will be contributed to the deferred compensation plan currently in effect at the District for an amount up to \$1,350 beginning July 1, 2019.

Employees who waive health coverage must re-elect each calendar year during the open enrollment period. During the plan year, an employee is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event.

#### 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 Employees' Retirement System (PERS) for the Miscellaneous Members Retirement Program. All current and new employees will be covered by the California Public Employees' Pension Reform Act of 2013 (PEPRA).

### **Legacy Employees and Non-New Members**

Eligible employees who are employed by the District on or before December 31, 2012, and eligible employees who are hired on or after January 1, 2013, and who are not considered to be a "new member" of PERS, as defined PEPRA shall be in the 2.5% at age 55 Retirement Plan with a minimum retirement age of 50 years and final compensation calculated on the highest single year of pensionable compensation. The required employee contribution to PERS for this plan is eight percent (8%). This required employee contribution is paid as follows:

Commencing first pay period following January 1, 2019, the District contributes two percent (2%) and employees are required to contribute six percent (6%). Employee contributions are 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.

### **New Members**

Employees who are hired on or after January 1, 2013, and who are considered to be a "new members" of PERS, as defined in PEPRA shall be in 2% at age 62 Retirement Plan with a minimum retirement age of 52 years and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months.

Effective January 1, 2013, the employee contribution rate for the 2% at age 62 shall be at least 50% of total normal cost as determined by PERS pursuant to PEPRA. The District shall not pay any portion of the employee contribution rate.

### **Section D. Long-Term Disability and Supplement Life Insurance**

The District will make available to all employees the long-term disability and supplemental life insurance provided through the County of Santa Clara to the extent allowed by those plans. The coverage is optional. All costs are paid by the employees. The District will reimburse employees the cost of premium plus additional 25%, up to \$20.00 per month for long-term disability coverage; and up to \$70.00 per month for supplement life insurance coverage. If an employee elects coverage, the biweekly premium will be deducted from the employee's paycheck.

## 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 be forwarded to the Union once a month, on a monthly basis. 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 Operations/Maintenance bargaining unit or the Clerical/Technical sub-group 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 DUES

#### Section A. Membership Dues.

Payroll deductions for the periodic membership dues, initiation fees and general assessments of the Union shall be made by the District on behalf of the Union from the paycheck of each employee whom the Union certifies has affirmatively consented to such dues deduction. The District shall remit the deducted membership dues to the officer(s) of the Union designated in writing by the Union.

#### Section B. Payroll Deductions.

The Union will maintain individual employee authorizations for payroll deductions, signed by the individual from whose wages the deduction is to be made. The District shall rely upon written notification from the Union for any employee requests to cancel, initiate or change payroll deductions for dues. The Union will obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Union.

#### Section C. Notification.

Deduction notification will be provided to the District's Payroll personnel. Change, cancellation and deduction requests received by the District will be implemented in the pay period following the notification.

#### Section D. Indemnification.

The Union shall indemnify and hold it harmless for any claims made regarding such deductions.

## 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, 2019, and shall remain in full force and effect to and including June 30, 2023, 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, 2023, 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 12th day of June, 2019.

EXECUTED THIS 28<sup>th</sup> DAY OF June, 2019, BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES WHOSE SIGNATURES APPEAR BELOW, FOR THEIR RESPECTIVE ORGANIZATIONS.

WEST VALLEY SANITATION DISTRICT

THE NORTHERN CALIFORNIA  
REGIONAL COUNCIL OF CARPENTERS

Signature on File

Signature on File

\_\_\_\_\_  
Jon Newby

\_\_\_\_\_  
Robert Alvarado

District Manager and Engineer

Executive Secretary Treasurer

Signature on File

Signature on File

\_\_\_\_\_  
Lesha Luu  
Director of Administration/Information Services

\_\_\_\_\_  
Samuel Munoz  
Field Representative

Signature on File

\_\_\_\_\_  
Teejay Deleon  
Shop Steward

Signature on File

\_\_\_\_\_  
Christopher Cumbo  
Negotiation Committee

Signature on File

\_\_\_\_\_  
David Davila  
Negotiation Committee

Approved as to form:

Signature on File

\_\_\_\_\_  
Jesse Lad, District Counsel, West Valley Sanitation District