

**MEMORANDUM OF UNDERSTANDING**

between the

**JUNE LAKE PUBLIC UTILITY DISTRICT**

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 12**

**EFFECTIVE:  
July 1, 2024 through June 30, 2027**

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**ARTICLE I.**  
**Parties to the Understanding**

- A. This Memorandum of Understanding is prepared by the UNION and executed by representatives of the June Lake Public Utility District (hereafter DISTRICT) and the Business Manager of the International Union of Operating Engineers, Local 12, (hereafter UNION) for presentation to, and consideration by, the Board of Directors of DISTRICT. It shall not be binding until adopted by the Board of Directors of DISTRICT.

**ARTICLE II.**  
**Recognition and Scope**

- A. DISTRICT hereby recognizes UNION as an exclusive recognized employee organization for purposes of Government Code Section 3500 et seq. Such recognition shall extend only to the representation of employees as listed in Exhibit A.

**ARTICLE III.**  
**District Rights**

- A. In General: All DISTRICT rights and functions, except those which are expressly abridged by this agreement, shall remain vested with DISTRICT.
- B. Rights Enumerated: Nothing in this MOU Agreement shall be construed to restrict any legal or inherent exclusive DISTRICT rights with respect to matter of general legislative or managerial policy which include but are not limited to: the exclusive right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct and assign its employees; require overtime work; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of DISTRICT operations; determine the methods, means and personnel by which DISTRICT operations are to be conducted; determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. DISTRICT has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- C. Employee Grievances Not Impaired: The exercise of DISTRICT management rights shall not preclude a grievant from presenting a grievance concerning an adverse effect of the exercise of such rights upon him; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.
- D. Consultation with UNION: This Agreement is not intended to restrict the right of DISTRICT to consult with UNION regarding matters within the right of DISTRICT to determine.
- E. Agency Shop: If more than one-half of the present employees in the bargaining unit vote, and all votes are cast in favor of an agency shop, then all present and future employees in the bargaining unit, who are not already members of the UNION shall, within sixty

(60) days of the effective of this agreement, or within sixty (60) days of their date of employment, become members of the UNION, or in the alternative, shall as a continuing condition of employment, pay to the UNION a service fee in the amount equal to the standard initiation fee and the applicable monthly UNION membership dues and assessments uniformly required to employees of the DISTRICT who are members of the UNION. The payments hereunder shall be made by authorized payroll deductions or by direct payment to the UNION.

1. The DISTRICT, upon receiving a signed statement from the UNION indicating that an employee has failed to comply with the condition of this provision, shall immediately notify said employee that his/her services shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly, unless said employee provides proof that payment has been made.
2. If any provision of this article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
3. The DISTRICT shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of UNION dues or service fees. Check off authorization for UNION dues which were executed prior to the execution of this Agreement shall remain in full force and effect.
4. If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted, and the UNION shall assume the duty of direct collection from the employee. The UNION shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
5. The UNION agrees that in the event of litigation against the DISTRICT or employees arising out of the implementation of this Article, the UNION will co-defend and indemnify and hold harmless the DISTRICT, its agents, or employees for any monetary award arising out of such litigation.

#### **ARTICLE IV. Union Rights**

- A. Union Representation: DISTRICT recognizes and agrees to deal with designated steward and representatives of UNION on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement.
- B. Shop Steward: UNION shall designate a single Shop Steward and shall thereupon immediately furnish DISTRICT with his/her name. Notwithstanding Section A above, the Steward will not be recognized by DISTRICT until his/her name is received by the General Manager of the DISTRICT.

- C. Dues Deduction and Indemnification: DISTRICT agrees to deduct and remit to UNION all authorized deductions from UNION members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12.
1. UNION agrees to indemnify, defend, and hold harmless DISTRICT against any claims of any nature and any lawsuit instituted against DISTRICT made or arising from DISTRICT check-off for dues, insurance, or benefit programs of UNION.
  2. The written authorization for approved insurance, benefit and savings programs and the amounts of dues deducted shall be changed by DISTRICT upon written request of an affected employee after notification by UNION.
  3. The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between DISTRICT and UNION, unless canceled in writing within a two-week period between June 1<sup>st</sup> and June 15<sup>th</sup> of any year.
  4. DISTRICT will promptly remit membership fees deducted to UNION, together with a list of the employees who have had said fees deducted.
  5. Deductions of membership fees will be made from each pay period; provided, however, that DISTRICT and UNION may make together arrangements by mutual agreement.

#### **ARTICLE V. Salaries and Wages**

- A. Administration of Compensation: Employees shall be paid biweekly on Thursday. In the event a payday falls on a recognized holiday, employees will be paid on the last scheduled workday preceding the payday.
- B. Salaries During Term of MOU: Each employee shall be paid a salary within the salary range set forth in the document entitled "Exhibit A – June Lake Public Utility District Ranges for Classified Positions." The parties agree and acknowledge that the salary range provided in this MOU includes an additional step over the prior salary range, representing a discretionary six percent (6%) increase over the prior top salary range.
1. In the event the parties hereto are unable to reach an agreement effective July 1, 2027, the provisions of Article XX, No Lockouts/Strikes and Article XXI, Peaceful Performance Clause, shall be suspended solely as to any such dispute regarding the negotiations. All other provisions of the Memorandum of Understanding shall continue in full force and effect.

**ARTICLE VI.**  
**Mileage and Travel Allowance**

- A. Reimbursement for Meals: The DISTRICT will reimburse, upon prior authorization, an employee for meals when the employee travels for DISTRICT business during mealtimes, and while attending authorized conferences, seminars, or meetings away from the DISTRICT based on the per diem rate provided for in the IRS Publications for the locality of the conference, seminar, or other meeting. On January 1<sup>st</sup> of each year, the IRS per diem rate tables then in effect shall apply and shall be valid until December 31<sup>st</sup> of the same year. For both the day that the employee's travel begins and the day that the employee's travel ends, the employee may claim up to three-quarters (3/4) of the per diem meal allowance for each such day. The DISTRICT will reimburse the employee for actual charges, but only up to the maximum per diem rates provided for in said IRS Publications. If an employee seeks reimbursement for a meal expense, he/she shall fill out an expense report and attach evidence of the meal expenditure. A copy of the current IRS Publications regarding the per diem rate tables can be obtained from the DISTRICT Finance Department Manager.
- B. Reimbursement for Mileage: When authorized in advance by the General Manager, an employee directed to utilize his personal vehicle in the conduct of DISTRICT business shall be entitled to reimbursement at the currently permitted IRS mileage allowance. The employee must submit an accounting of actual mileage on DISTRICT business to initiate reimbursement.
- C. Reimbursement for Lodging and Incidental expenses: When authorized in advance by the General Manager, an employee shall be entitled to reimbursement for necessary costs of lodging, registration fees, parking fees, bridge and highway tolls, taxi, and van/shuttle services in the conduct of authorized DISTRICT business. Lodging accommodations shall be approved in advance by the General Manager. Claims for reimbursement must be accompanied by receipt showing payment. The General Manager, at his/her discretion, may allow an "advance allowance" to the employee. The employee must submit all receipts of expenses to substantiate said advance allowance and any funds not utilized must be promptly returned to the DISTRICT.
- D. Reimbursement for Travel: When authorized in advance by the General manager, an employee shall be entitled to reimbursement for reasonable actual costs of travel (by commercial Carrier) in connection with authorized DISTRICT business, when substantiated by receipt showing payment for such travel.
- E. Advanced Travel allowance: The General Manager, at his/her direction, may allow an "advance allowance" to the employee. The employee must submit all receipts of expenses to substantiate said advance allowance and any funds not utilized must be promptly returned to the DISTRICT. Issuance and use of a DISTRICT credit card for approved travel costs shall be subject to the General Manager's approval.

**ARTICLE VII.  
Group Insurance**

- A. The following conditions apply to all employees of the DISTRICT on the effective date of this MOU.
1. Adopt existing DISTRICT benefit structure.
  2. With respect to each DISTRICT group insurance plan described above, coverage for any employee, spouse, or dependent child is subject to the terms and conditions of such plan. Coverage is not immediate and may be subject to certain waiting periods, evidence of insurability, exclusions for pre-existing conditions, and other matters.
  3. The DISTRICT shall maintain Health and Welfare benefits at or above the current level during the Term of this MOU. Prior to any change being made, the DISTRICT will first meet and confer with the UNION's bargaining committee.
  4. The DISTRICT shall increase Dental for any employee, spouse, or dependent child up to Three Thousand Dollars (\$3,000.00) per calendar year.
  5. The DISTRICT shall increase Vision for any employee, spouse, or dependent child up to Three Thousand Dollars (\$3,000.00) per calendar year.

**ARTICLE VIII.  
Family Care & Medical Leave**

- A. Adopting the California Family Rights Act ("CFRA") and/or Federal Family Medical Leave Act ("FMLA"), the DISTRICT shall provide up to twelve (12) workweeks of paid leave to any eligible employee.
1. An eligible employee has worked for the DISTRICT for at least twelve (12) months and has worked a minimum of 1,250 hours during the twelve (12) month period immediately preceding any leave request.
  2. Employees' pay will be forty (40) hours per workweek at their current rate of pay.

**ARTICLE IX.  
Clothing Allowance**

- A. Each employee (regular staff) will be reimbursed up to Four Hundred Dollars (\$400.00) per calendar year for the purchase of reasonably priced clothes, viz.; jacket, pants, shirts, and gloves.
- B. When the DISTRICT requires that safety shoes be worn by employees as a condition of employment, the DISTRICT shall reimburse said employee for the cost, not to exceed Four Hundred Dollars (\$400.00) per fiscal year, of an acceptable safety shoe. To be

eligible for this reimbursement, the employee must obtain prior authorization from the DISTRICT to verify the cost and substantiate the reimbursement. The DISTRICT maintains the right to specify the type of required safety shoe.

**ARTICLE X.  
Education Incentive, Training Programs**

- A. For those employees who receive specific prior written approval from the DISTRICT manager, the DISTRICT shall provide employees with tuition reimbursement and book reimbursement upon successful completion of courses required or pre-approved by the General Manager. Final grade or completion statements must be filed with the DISTRICT, along with receipts for books and tuition fees. Attendance at educational courses shall be considered as authorized DISTRICT business for purposes of expense related to educational courses shall be at the sole discretion of DISTRICT manager.

**ARTICLE XI.  
Health & Fitness Incentive**

- A. The DISTRICT will offer all regular employees monthly membership at the local gym located at the Double Eagle Resort, provided employees use the membership at least twice per month.

**ARTICLE XII.  
Overtime – Flexible Hours**

- A. All Provisions in this section are intended to comply with Federal Fair Labor Standards Act, which shall prevail in case of conflicts therewith.
1. Hours/Days of work:
    - a. The standard workweek of eight hours per day (8:00 a.m. – 4:30 p.m.) for five weekdays (Mon-Fri) will be in effect, except as modified for O&M staff weekend and standby duty. All employees will be expected to work the full forty (40) hours in their seven (7) day workweek (not necessary a calendar week).
    - b. Hours worked beyond those regularly scheduled for the day (up to twelve [12] hours) or those over the forty (40) hours per workweek are considered overtime and will be separately compensated for, per the follow.
    - c. Employees are entitled to three work-breaks per workday: A fifteen (15) minute break at 10a.m., and another at 3p.m., and a thirty (30) minute lunch break (12:00 –12:30 p.m.). The timing of these breaks must depend at times upon O&M emergencies, but if one or more are interfered with, the employee may take an equivalent time off later in the workday. Supervisor and/or General Manager need to be notified of break time changes.

- d. Nothing in this section shall be construed as a guarantee of any minimum number of hours to which an employee is entitled, or as a restriction on the maximum number of hours that the DISTRICT may assign an employee.
- e. Overtime, as defined above, shall be compensated at the rate of one and one-half (1 1/2) time the employee's base hourly rate. Employees who are subject to overtime compensation may, with approval of the General Manager, request compensatory time off (comp time) on a time and one-half basis for each hour of overtime worked in lieu of overtime pay. Comp time accrual shall be limited to one hundred (100) hours.
- f. The standard workweek can be changed to four (4) ten (10) hour workdays. The starting time may be between 6:00 a.m. and 8:00 a.m., except as modified for O&M staff weekend and standby duty. All employees will be expected to work the full forty (40) hours in their seven (7) day workweek (not necessarily a calendar week).

All other provisions of Article XII shall apply.

### **ARTICLE XIII. Standby Duty**

- A. Standby duty is defined as circumstances which require that an employee so assigned by management to:
  - 1. Be readily available at all hours by telephone or other agreed upon communications equipment.
  - 2. Be ready to respond no later than one (1) hour to a call for service.
  - 3. Refrain from activities which might impair his/her performance of assigned duties upon callout.
- B. Standby assignments will be made on a rotational basis. Trades or changes in status will be permitted with prior notice to the General Manager or the delegated Supervisor. Standby pay will be at Three Dollars (\$3.00) per hour, for 16 hours per day Monday thru Friday and 19 hours per day on Saturdays and Sundays.

### **ARTICLE XIV. Call Back**

- A. Whenever an employee is unexpectedly ordered by management/stand-by personnel to return to duty following the termination of his/her normal work shift or normal work-week and departure from his/her work location, he/she shall receive either two (2) hours straight-time pay or pay for the hours worked, whichever is greater. This shall not apply to employees "called back" while on standby duty.

**ARTICLE XV.**  
**Grievance Procedure**

- A. Purpose of Grievance Procedure: The grievance procedure set forth herein are designed to resolve grievances informally and to provide an orderly procedure for the prompt review and resolution of grievances. A grievance is defined as an alleged violation, misapplication, or misinterpretation of a provision of this MOU. This grievance procedure is available only to full-time or part-time employees.
- B. Time Limits: Each person involved in a grievance shall act quickly so that the grievance may be solved promptly. Each person shall make every effort possible to complete action within the time limits contained within these grievance procedures, but with the written consent of the other parties involved, the time limits of any step may be extended.
- C. Presentation of Grievance: An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum.
- D. First Step of Grievance Procedure (Informal Discussions/Grievances): A grievance shall be discussed initially between the employee and his/her supervisor.
1. The employee shall have a reply in writing from the supervisor within five (5) working days.
- E. Second Step of Grievance Procedure (Formal Grievance):
1. If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may initiate a formal grievance in writing. The formal grievances shall be initiated within fifteen (15) working days of the decision rendered in the informal grievance procedure. The formal grievance shall state the date and nature of the grievance and shall state all specific facts or omissions upon which the grievance is based. The formal grievance shall be filed with the General Manager or a designated representative of the DISTRICT.
  2. Within five (5) working days after the filing of the formal grievance, the General Manager shall give his/her decision in writing to the grievant.
- F. Third Step of Grievance Procedure (Appeal): If the grievant is not satisfied with the decision rendered by the General Manager or a designated representative of the DISTRICT, the grievant may appeal the decision in writing within five (5) working days to the Board of Directors, otherwise the issue will be considered settled. The appeal shall state the date and nature of the grievance and shall state all specific facts or omissions upon which the appeal is based.
- G. Hearing of Appeal: Within ten (10) working days of the filing of an appeal, the Board shall have a meeting with the aggrieved and/or his/her representative.

- H. Decision on Appeal: Within ten (10) working days of the hearing of the appeal, the Board shall issue a written decision concerning the employee's appeal. The decision of the Board of Directors shall be final.
- I. Reports to Board of Directors: The Board of Directors shall receive copies of all formal grievances and all grievance decisions of the General Manager.

**ARTICLE XVI.  
Retirement**

The DISTRICT shall continue its contract with the California Public Employee Retirement System CalPERS. The DISTRICT shall continue to pay its portion of the cost except as provided in Resolution No. 2015-dated December 3, 2016 (the "Resolution") The Resolution sets forth the DISTRICT'S Employer Paid Member Contributions (EPMC). That Resolution results in a 4% employee pick-up of the contribution as of the date of this MOU and increases the pick-up incrementally year by year, pursuant to its terms, finally resulting in an EPMC of 0% by June 3, 2018.

The Parties recognize that administrative difficulties resulted in the DISTRICT failing to collect owed employee contributions pursuant to the Resolution between the time of the Resolution's signing, as of December 3, 2015, and July of 2016. As a signing incentive, and in recognition of administrative difficulties related to the implementation of the Resolution, the DISTRICT shall waive the amount owed but unpaid by employees pursuant to the Resolution. This signing incentive applies only to the amounts owed pursuant to the Resolution and not to other CalPERS related debts owed by employees.

Unit members who are "new members" as defined by PEPRA and/or California Government Code section 7522.04(f), shall be required to pay a PERS contribution in an amount equal to 50% of the normal cost rate, up to a maximum of 8%, for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1% or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

Those "new members" shall be enrolled in the 2.0% at 62 Benefit Plan, as provided for in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

**ARTICLE XVII.  
Personnel Rules**

- A. The following excerpted sections of the Personnel Manual/Rules are within the scope of negotiations:
  - 1. Workers Compensation: Workers' compensation is provided for all employees.

2. Unemployment Insurance: Unemployment insurance is provided in accordance with the current state and federal laws.
3. Retirement Program.
4. Court Duty:
  - a. This section shall not apply to any employee who is a named party in an action unrelated to the DISTRICT and its activities
  - b. When an employee has jury duty or appears in court as a witness, the employee shall elect between one of the following:
  - c. The employee may turn into the DISTRICT all compensation the employee receives because of the court duty. In this instance, the employee will draw full salary during the period of the court duty.
  - d. The employee may have deducted from his/her salary the total time absent for court duty. The employee may then receive payment for his/her court duty from the court of the sources.
  - e. In no event shall double (2) pay to the employee result from court duty.
  - f. The DISTRICT will not compensate the employee for mileage or meal expenses, unless the employee is testifying on a DISTRICT related matter and is eligible for such compensation reimbursement.

B. Public Safety Volunteers:

1. Except in cases of serious emergency manifestly necessitating response of the entire PUD staff, no more than two members shall leave on the call, and they shall return to work immediately upon their dismissal from the scene of the incident.
2. When an employee volunteers for a public safety issue the employee will notify the GM, by email, text, or phone call prior to leaving and upon return. Understanding the importance of an emergency, if the employee fails to notify the GM prior to responding to a call the employee will email the GM the nature of such emergency and the time employee left and returned.
3. Payment while acting as a public safety volunteer:
  - a. Volunteer activity lasting thirty (30) minutes or less employee will stay on DISTRICT salary.
  - b. Volunteer activity over thirty (30) minutes employee will be required to:
    1. Use comprehensive leave

2. Take leave without pay
4. While employee is acting as a public safety volunteer the DISTRICT will not incur any liability.

No employee acting as a public safety volunteer shall be discriminated against, retaliated against, or disciplined for their volunteer services.

C. Authorized Leave of Absence:

1. A regular full-time or part-time employee who has completed his/her probationary period may be allowed up to thirty (30) days leave of absence without pay for acceptable reasons upon the prior written approval, at the General Managers discretion.
2. A leave of absence over thirty (30) days requires the prior approval of the Board.
3. Military leave shall be governed by state and federal law.
4. Other leaves, including but not limited to pregnancy disability leave, as required by law.

D. Unauthorized Leave of Absence:

1. Any employee who is absent for three (3) working days without being on authorized leave shall automatically have resigned his/her employment with the DISTRICT, unless otherwise determined by the General Manager. An unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.
2. Nothing in this section shall limit the General Manager's authority to discipline or dismiss an employee due to an unauthorized absence.
3. An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his/her DISTRICT employment:

E. Paid Holidays: Full-time employees shall be entitled to the following holidays with pay:

1. January 1<sup>st</sup>.
2. The third Monday in January (Martin Luther King Jr. Day)
3. The third Monday in February (President's Day).
4. The last Monday in May (Memorial Day).
5. July 4<sup>th</sup>.

6. The first Monday in September (Labor Day).
7. November 11 (Veterans Day).
8. Thanksgiving Day and the Day after Thanksgiving.
9. December 24 (Christmas Eve) ½ day.
10. December 25 (Christmas Day).
11. December 31 (New Year's Eve) ½ day.
  - a. If any DISTRICT holiday falls upon a Sunday, the following Monday is a holiday.
  - b. If any DISTRICT holiday falls on a Saturday, the preceding Friday is a holiday.

F. Comprehensive Leave Conversion: Comprehensive leave is several types of leave including vacation leave, sick leave, and personal holiday leave. Employees accrue comprehensive leave based upon their length of continuous service as determined by their anniversary date. Increases in their rate of comprehensive leave accrual take effect the day of their anniversary date according to the following schedule:

1. Date of hire in full time pay status until employee's two (2) year anniversary: 16.6667 hours per month (25 days/yr.)
2. Two (2) year anniversary: 18.6667 hours per month (28 days/yr.)
3. Five (5) year anniversary: 20.6667 hours per month (31 days/yr.)
4. Ten (10) year anniversary: 22.6667 hours per month (34 days/yr.)
5. Fifteen (15) year anniversary: 24.6667 hours per month (37 days/yr.)
6. For the purpose of this section, Anniversary Date is defined as the date of hire into a full-time, permanent pay status and continuous service in that status thereafter. Any interruptions in continuous service, such as a leave of absence, shall result in a change in the anniversary date for this section.
7. Maximum Accrual: No employee shall be able to carry over more than four hundred and fifty (450) hours of comprehensive leave to the following fiscal year unless authorized by the general Manager. Comprehensive leave in excess of four hundred and fifty (450) hours shall be automatically paid down annually at the end of each fiscal year at the employee's then-current rate.
8. Voluntary Cash Out: On an annual basis, employees may also request a voluntary

cash out of up to two hundred and ten (210) hours of comprehensive leave so long as they maintain a minimum balance of at least two hundred and forty (240) hours after the payout. Payouts will be made at the employees' current rate of pay.

- G. Disposition of Comprehensive Leave Upon Termination: An employee who resigns or is terminated from the DISTRICT employment shall be paid the amount of accrued comprehensive leave to the date of termination. Payment shall be at the employees' current rate of pay.
- H. Coordination of Benefits: An employee absent due to injury or illness for which worker's compensation or state disability benefits are made, may elect during such absence to use accrued sick leave in an amount that, when combined with worker's compensation and/or state disability payments received, equals the employee's regular bi-monthly compensation. In no event shall an employee receive more compensation on any day than he/she would have received if he/she had worked.
- I. Bereavement Leave: A regular full-time or part-time employee who has completed his/her probationary period will be allowed five (5) days of bereavement leave.

**ARTICLE XVIII.  
Safety**

- A. All approved Safety Orders of the California Division of Industrial Safety shall be observed by the DISTRICT and the Employees.

**ARTICLE XIX.  
Nepotism**

- A. The DISTRICT hereby agrees that it shall not discriminate in terms of hiring, promoting, termination or any other term and/or condition of employment, in favor or against a person, solely on the basis of that person's family relationship or lack thereof to any other person employed by the DISTRICT:

**ARTICLE XX.  
No Lockouts/Strikes**

- A. No lockout/strikes of unit employees shall be initiated by DISTRICT during the term of this Agreement.

**ARTICLE XXI.  
Peaceful Performance Clause**

- A. The parties to this Memorandum of Understanding recognize and acknowledge many of the services performed by the DISTRICT employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the DISTRICT. UNION agrees that under no circumstances will UNION or any member of the bargaining unit recommend, encourage, cause, or permit its member to initiate,

participate in, or take part in any strike, sit-down, slow-down or picketing in any office or department of DISTRICT, the curtail any work or restrict any production, or to interfere with any operation of DISTRICT (hereinafter collectively referred to as work-stoppage). In the event of any such work-stoppage by UNION or any member of the bargain unit, DISTRICT shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

- B. In the event of any work-stoppage, during the term of this Memorandum of Understanding, whether by UNION or by any member of the bargaining unit, UNION, by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon DISTRICT. If in the event of any work-stoppage, UNION promptly and in good faith performs the obligations of this paragraph, and, providing UNION has not otherwise authorized, permitted or encourages such work-stoppage, UNION shall not be liable for any damages caused by the violation of this provision. However, DISTRICT shall have e right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and DISTRICT shall also have the right to seek full legal redress, including damages, as against any such employee.

## ARTICLE XXII.

### Full Understanding, Modification & Waiver

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any matter be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved, and implemented by DISTRICT Board of Directors and UNION.
- D. The waiver of any breach, term, of condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE XXIII.**  
**Savings Provision**

- A. If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE XXIV.**  
**Term**

- A. This Memorandum of Understanding between DISTRICT and UNION shall be effective as of the 1<sup>st</sup> day of July, 2024, and remain in effect through the 30<sup>th</sup> day of June, 2027, and shall continue from year-to-year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate the Agreement at least sixty (60) days' prior to the 30<sup>th</sup> day of June, 2027, or the 30<sup>th</sup> day of June of any succeeding year. Notice to the UNION shall be sent Certified Mail Return Receipt Requested, to the attention of the Business Manager and effective only upon receipt at the UNION's main office at 150 Corson Street, Pasadena, California 91103. In the event the parties hereto are unable to reach an agreement effective July 1, 2027, the provisions of Article XX, No Lockouts/Strikes and Article XXI, Peaceful Performance Clause, shall be suspended solely as to any such dispute regarding the negotiations. All other provisions of the Memorandum of Understanding shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

**JUNE LAKE PUBLIC UTILITY DISTRICT**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12**

Signature

David K. Sikorski, Business Manager

Print Name and Title

David Garbarino, President

Signature

Ken Hunt, Vice-President

Print Name and Title

Shawn Kinsey, Rec-Corres. Secretary

Signature

Perry Hawkins III, Financial Secretary

Print Name and Title

Robert J. Ninteman, Treasurer

Physical Street Address

Business Representative

City State Zip

Mailing Address

City State Zip

Area Code Telephone Number

**EXHIBIT A**

**June Lake Public Utility District  
 Represented Positions – Salary Step Chart for 2024/2025  
 (3% Increase Effective July 1, 2024)**

The June Lake Public Utility District ("District") recognizes the positions listed below as being represented by the International Union of Operating Engineers, Local Union No. 12. The listed salary steps represent the step range anticipated for each position upon successful completion of the prior step.

| <b>Job Title</b>                | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Clerk/Secretary</b>          | <b>22.30</b>  | <b>23.41</b>  | <b>24.59</b>  | <b>25.81</b>  | <b>27.09</b>  | <b>28.72</b>  |
| <b>O&amp;M Superintendent</b>   | <b>39.53</b>  | <b>41.50</b>  | <b>43.58</b>  | <b>45.75</b>  | <b>48.03</b>  | <b>50.91</b>  |
| <b>O&amp;M Worker II</b>        | <b>29.34</b>  | <b>30.83</b>  | <b>32.36</b>  | <b>33.97</b>  | <b>35.67</b>  | <b>37.82</b>  |
| <b>O&amp;M Worker I</b>         | <b>22.29</b>  | <b>23.40</b>  | <b>24.57</b>  | <b>25.80</b>  | <b>27.08</b>  | <b>28.71</b>  |
| <b>Administrative Assistant</b> | <b>30.06</b>  | <b>31.56</b>  | <b>33.17</b>  | <b>34.80</b>  | <b>36.53</b>  | <b>38.71</b>  |

**Additional Classifications:**

|                                                      |                                         |
|------------------------------------------------------|-----------------------------------------|
| <b>Temporary/Part-Time Operational Worker* .....</b> | <b><u>7-01-24</u></b><br><b>\$24.00</b> |
| <b>O&amp;M Trainee .....</b>                         | <b>22.00</b>                            |

\*The Temporary/Part-Time Operational Worker will be an individual hired to meet a temporary, short-term, or transitional need. Their weekly schedule shall not exceed thirty (30) hours per week, and they shall not be retained for more than six (6) months, twenty-six (26) weeks from their first day of employment in a fiscal year, three hundred sixty-five (365) days. At the conclusion of the sixth (6th) month, they shall move to the O&M Trainee position or the District shall dismiss said employee accordingly. Temporary/Part-Time Operational Workers will not receive District benefits under Article VII (Group Insurance), Article XVI (Retirement), or Article XVII (Personnel Rules) paragraphs E-F, and will not be bound to Article III (District Rights) paragraph E, 1-5. All other terms and conditions of the MOU will apply. The District shall employ no more than two (2) Temporary/Part-Time Operational Workers at a time.

**NOTES:**

1. Each step, except the final, represents a five percent (5%) increase over preceding step. The final step represents a six percent (6%) increase over the fifth step.
2. This chart does not include calculation of potential ancillary benefits, such as stand by pay.
3. Nothing about this salary step chart guarantees any employee promotion from one step to another. The provision of any step increase is upon successful completion of the prior step, and such increase is determined at the discretion of the District in light of performance.

**EXHIBIT A**

**June Lake Public Utility District  
 Represented Positions – Salary Step Chart for 2025/2026  
 (3% Increase Effective July 1, 2025)**

The June Lake Public Utility District ("District") recognizes the positions listed below as being represented by the International Union of Operating Engineers, Local Union No. 12. The listed salary steps represent the step range anticipated for each position upon successful completion of the prior step.

| <b>Job Title</b>                | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Clerk/Secretary</b>          | 22.97         | 24.11         | 25.33         | 26.58         | 27.90         | 29.58         |
| <b>O&amp;M Superintendent</b>   | 40.72         | 42.75         | 44.89         | 47.12         | 49.47         | 52.44         |
| <b>O&amp;M Worker II</b>        | 30.22         | 31.75         | 33.33         | 34.99         | 36.74         | 38.95         |
| <b>O&amp;M Worker I</b>         | 22.96         | 24.10         | 25.31         | 26.57         | 27.89         | 29.57         |
| <b>Administrative Assistant</b> | 30.96         | 32.51         | 34.17         | 35.84         | 37.63         | 39.87         |

**Additional Classifications:**

|                                               |                |
|-----------------------------------------------|----------------|
|                                               | <u>7-01-25</u> |
| Temporary/Part-Time Operational Worker* ..... | \$24.00        |
| O&M Trainee .....                             | 22.00          |

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**EXHIBIT A**

**June Lake Public Utility District  
 Represented Positions – Salary Step Chart for 2026/2027  
 (3% Increase Effective July 1, 2026)**

The June Lake Public Utility District ("District") recognizes the positions listed below as being represented by the International Union of Operating Engineers, Local Union No. 12. The listed salary steps represent the step range anticipated for each position upon successful completion of the prior step.

| <b>Job Title</b>                | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Clerk/Secretary</b>          | 23.66         | 24.83         | 26.09         | 27.38         | 28.74         | 30.47         |
| <b>O&amp;M Superintendent</b>   | 41.94         | 44.03         | 46.24         | 48.53         | 50.95         | 54.01         |
| <b>O&amp;M Worker II</b>        | 31.23         | 32.70         | 34.33         | 36.04         | 37.84         | 40.12         |
| <b>O&amp;M Worker I</b>         | 23.65         | 24.82         | 26.07         | 27.37         | 28.73         | 30.46         |
| <b>Administrative Assistant</b> | 31.89         | 33.49         | 35.20         | 36.92         | 38.76         | 41.07         |

**Additional Classifications:**

|                                                      |                       |
|------------------------------------------------------|-----------------------|
| <b>Temporary/Part-Time Operational Worker* .....</b> | <b><u>7-01-26</u></b> |
| <b>O&amp;M Trainee .....</b>                         | <b>\$24.00</b>        |
|                                                      | <b>22.00</b>          |

\*The Temporary/Part-Time Operational Worker will be an individual hired to meet a temporary, short-term, or transitional need. Their weekly schedule shall not exceed thirty (30) hours per week, and they shall not be retained for more than six (6) months, twenty-six (26) weeks from their first day of employment in a fiscal year, three hundred sixty-five (365) days. At the conclusion of the sixth (6th) month, they shall move to the O&M Trainee position or the District shall dismiss said employee accordingly. Temporary/Part-Time Operational Workers will not receive District benefits under Article VII (Group Insurance), Article XVI (Retirement), or Article XVII (Personnel Rules) paragraphs E-F, and will not be bound to Article III (District Rights) paragraph E, 1-5. All other terms and conditions of the MOU will apply. The District shall employ no more than two (2) Temporary/Part-Time Operational Workers at a time.

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# Superintendent Board Report

## September 2024

### 1- SAFETY

- a. Provided safety gear to employees.

### 2- Operations

#### a. Water System

- i. Clark is running within regulation.
- ii. Did major road repair to water plant roads after large storm washed them out.
- iii. Water sampling done twice a month.

#### b. Distribution and Collection System

- i. We had one sanitary sewer overflow.
- ii. Annual totals are: 3 main breaks, 3 confirmed leaks, and 1 SSO's.
- iii. Built and painted new ladder/step for oh ridge 1 access, installed in oh ridge 1.
- iv. Continued mosquito abatement.
- v. Water meter tap and sewer install at 38 Texas st.
- vi. Contractor at 19 Willow st hit 12" sewer interceptor when digging for sewer tap. We immediately called out MCWD for assistance with another vactor truck. Our orange vactor was brought in so we could pump into it. Fire department contacted to help with sand bags. We also brought in whatever noodles we could to help with containment. A temporary repair was made with bubble sheet(hard black plastic). Conspec contracted top do repairs. State and local agencies notified by Todd and Mamadou.

Rented another vactor from Chuck Vallar construction, also had D&S on standby with 3000 gallon tanker. Rented another vactor from Haaker for our piece of mind.

c. Wastewater System

- i. WWTP is operating normally.
- ii. Burned milk crates for bar grate(rag/stick removal) at wasteplant.
- iii. Finished weeding and turning over dirt in wasting beds at wasteplant, leveled out and swept.
- iv. Continued to pull weeds at wasteplant
- v. Finished wastewater quarterly sampling and monthly sampling.

## Superintendent Board Report

### October 2024

#### 1- SAFETY

- a. Provided safety gear to employees.

#### 2- Operations

##### a. Water System

- i. Clark is running within regulation
- ii. Water sampling done twice a month.

##### b. Distribution and Collection System

- i. Annual totals are: 3 main breaks, 3 confirmed leaks, and 0 SSO's.
- ii. Repaired water meter/line break on Raymond st.
- iii. Repaired water line at Israels house on 158, used vactor.
- iv. Repaired water line at Silver Pines Chalet, used Vactor.
- v.

##### c. Wastewater System

- i. WWTP is operating normally.
- ii. Burned milk crates for bar grate (rag/stick removal) at wasteplant.
- iii. Continued to pull weeds at wasteplant.
- iv. Finished wastewater quarterly sampling and monthly sampling.
- v. Vactored sewer lines on Knoll and Bruce.
- vi.

## Managers Report

September 2024

- 1) Drafted our updated Vision & Dental Resolution to replace the prior resolution (84-3) adopted in 1984.
- 2) Conferenced with the analyst from Robert D. Niehaus, Inc., regarding our rate study.
- 3) Continued working with Fedak & Brown and Mr. Martinez (CPA) on our 2023 audit.
- 4) High Sierra Energy (Pam Bold), has requested to extend to the October board meeting to discuss the proposed WWTP Solar Project.
- 5) Completed necessary reports surrounding the sewer line break 8-20-24 on Willow Ave. Helped Superintendent to work with contractors during and to completion of the repair work. Worked with homeowners effected. Met with County Environmental Health Director.
- 6) Coordinated mapping for our slip line project. Sancon is still on schedule to begin the project in September. This will put us at approximately 60% of our goal to slip line the Down Canyon and Village sewer lines. Having them address some of our manholes needing repair.
- 7) Consulted with Cla-Val to put together a plan to address the water pressures in the upper Clark tract. Working with them to obtain additional valving.
- 8) Continued work with Director Hunt on a new Policy and Procedures manual.
- 9) We did not receive any additional bids for the Portable Generator and Transfer Station project. Eldridge Electric is moving forward on the project and the work is expected to be completed by October 2024. Submitted quarterly reports for the awarded grant funding for this project.
- 10) Set up educational and training events for the field staff for wastewater treatment.
- 11) Ordered hazardous material placards for plant locations (for chlorine, propane, petroleum products, etc).
- 12) Worked with BB&K on Edison easement request and proposed surveillance policy.
- 13) Consulted with VC3 to have assessments done with regard to District cybersecurity.

## **Managers Report**

**October 2024**

- 1) Drafted our updated Vision & Dental Resolution to replace the prior resolution (84-3) adopted in 1984.
- 2) Conferenced with the analyst from Robert D. Niehaus, Inc., regarding our rate study.
- 3) Continued working with Fedak & Brown and Mr. Martinez (CPA) on our 2023 audit.
- 4) Conferenced with High Sierra Energy (Pam Bold), and EVA Green Power to go over new incentives available that impact the proposed WWTP Solar Project. There are new incentives that greatly reduce the final cost making the project significantly less to the District. As well we discussed having materials sourced in USA. Pam Bold will be attending our October board meeting to answer questions and discuss.
- 5) Completed necessary reports surrounding the sewer line break 8-20-24 on Willow Ave. Helped Superintendent to work with contractors during and to completion of the repair work. Worked with homeowners effected. Met with County Environmental Health Director.
- 6) Coordinated mapping for our slip line project. Sancon is still on schedule to begin the project in September. This will put us at approximately 60% of our goal to slip line the Down Canyon and Village sewer lines. Having them address some of our manholes needing repair.
- 7) Consulted with Cla-Val to put together a plan to address the water pressures in the upper Clark tract and Petersen tract. Working with them to obtain additional valving. Meeting 10-07-24.
- 8) Continued work with Director Hunt on a new Policy and Procedures manual.
- 9) We did not receive any additional bids for the Portable Generator and Transfer Station project. Eldridge Electric is moving forward on the project and the work is expected to be completed by late October 2024. Submitted quarterly reports for the awarded grant funding for this project.
- 10) Ordered hazardous material placards for plant locations (for chlorine, propane, petroleum products, etc).
- 11) Worked with BB&K on Edison easement request and proposed surveillance policy.
- 12) Consulted with VC3 to have assessments done with regard to District cybersecurity. Conferenced with our IT and VC3.