



**FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE PERSONNEL COMMITTEE**

AGENDA

**MONDAY, MAY 16, 2022
9:00 A.M.**

**FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125**

THIS MEETING WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(1)(A), WHICH WAIVES CERTAIN BROWN ACT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY WHEN STATE OR LOCAL OFFICIALS HAVE IMPOSED OR RECOMMENDED MEASURES TO PROMOTE SOCIAL DISTANCING, AND ALLOWS SOME OR ALL OF THE MEMBERS OF THE PERSONNEL COMMITTEE TO ATTEND THIS MEETING TELEPHONICALLY OR VIA VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON ARE ENCOURAGED TO PARTICIPATE IN THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THIS MEETING BY ATTENDING IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028.

Join Zoom Meeting

<https://us06web.zoom.us/j/84675751747?pwd=Wmt2UIUwSno3ODg4U0tiWUQ1K0Ztdz09>

MEETING ID: 846 7575 1747

AUDIO PASSCODE: 349923

Dial by your location

+1 346 248 7799 US (Houston); +1 720 707 2699 US (Denver); +1 253 215 8782 US (Tacoma);
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PUBLIC COMMENTS: Members of the public may submit public comments and comments on agenda items in one of the following ways:

SUBMIT COMMENTS BEFORE THE MEETING:

- By emailing to our Board Secretary at leckert@fpud.com
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District's Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Board during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

REMOTELY MAKE COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Board discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the "Participants List," hover over your name and click on "raise hand." This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

MAKE IN-PERSON COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

If you have a disability and need an accommodation to participate in the meeting, please call the Board Secretary at (760) 999-2704 for assistance.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. ACTION/DISCUSSION------(ITEMS A-D)

- A. EMPLOYEE SATISFACTION SURVEY RESULTS
- B. INTERNSHIP PROGRAM
- C. PROPOSED JOB TITLE CHANGE & JOB DESCRIPTION UPDATE FOR UTILITY TECHNICIAN AND JOB DESCRIPTION UPDATES FOR UTILITY WORKER, CHIEF PLANT OPERATOR AND EQUIPMENT MECHANIC
- D. MOU REVISIONS

III. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2(a).

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

May 12, 2022
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

MEMO

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: May 16, 2022
SUBJECT: Employee Satisfaction Survey Results

Purpose

To discuss the results of the employee satisfaction survey.

Summary

The District's annual employee satisfaction survey was sent out to all employees on April 6, 2022. Twenty-nine employees completed this year's survey, compared to twenty-eight employees in 2021 and forty employees in 2020, which was the first year of the survey.

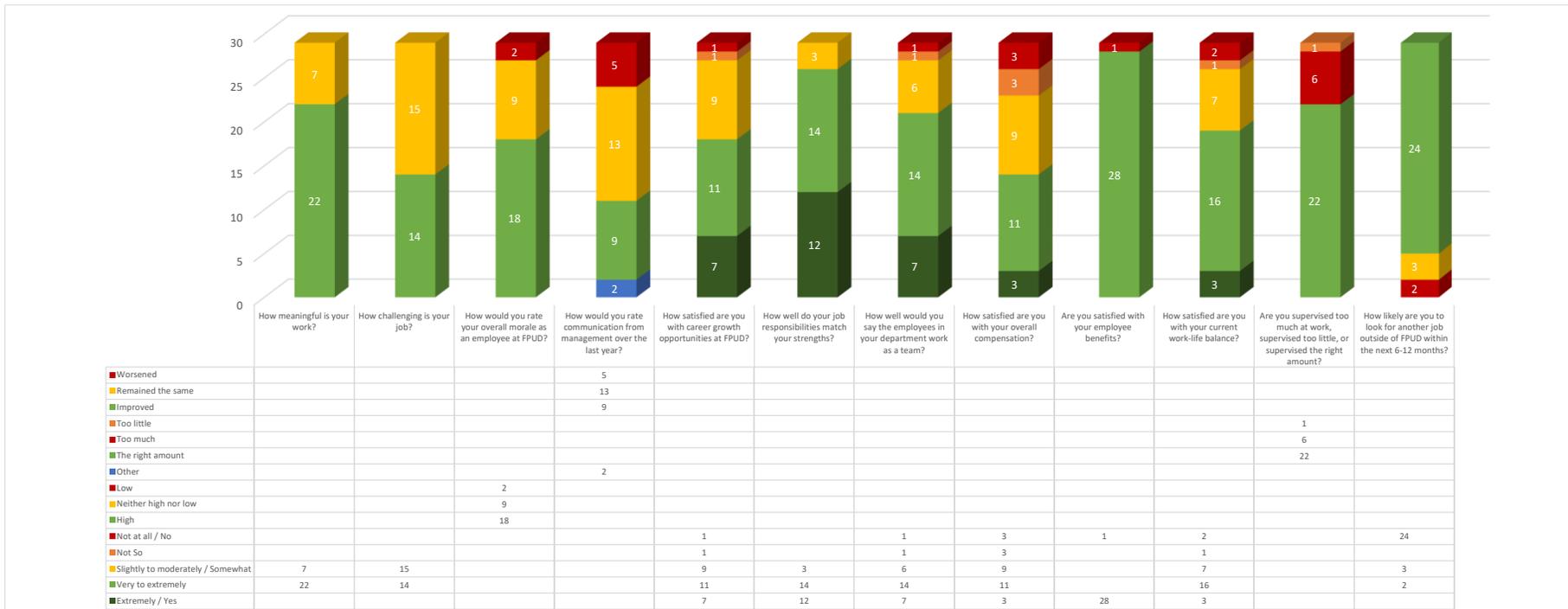
A summary of the results were shared, via email, with all employees on May 12, 2022.

Budgetary Impact

None

Recommended Action

None



Comments Summary

As a follow up to your answer to question #3, please share what you love, like, or hate about working for FPUD.

Management should be more receptive to new ideas/equipment and listen more to their staff

Management should have more management training

Great relationship with co-workers and good culture

Appreciate pay and benefits and

Good place to work, love the job and responsibilities

A few employees bring down morale

What recommendations, if any, do you have for how management could improve communication over the next year?

Back to in-person quarterly meetings

More communication/keep employees better informed

There is a disconnect between management and their staff

More department meetings

Communicate upcoming projects/goals

More support from management

If you plan on looking for another job outside of FPUD, please provide your reason/s for doing so?

Compensation

Appreciation

Better workload

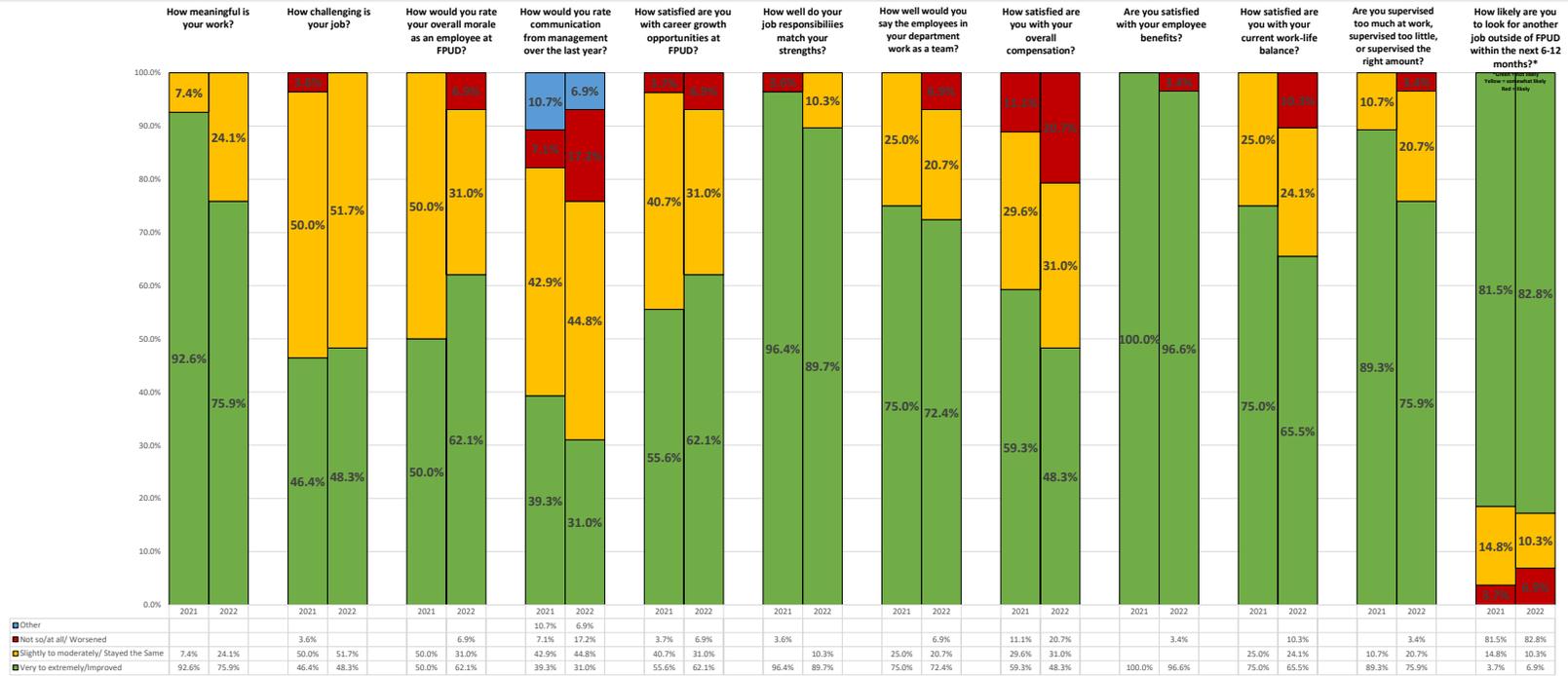
Please feel free to elaborate on any of your answers above and/or share any other comments you have:

Recruit/maintain quality employees

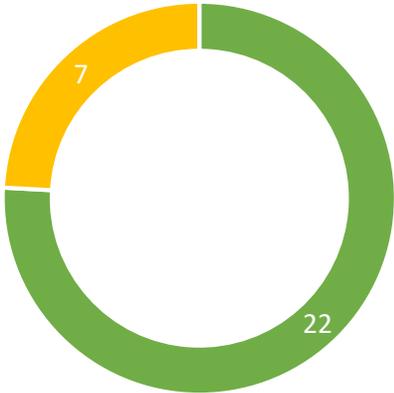
Too much micromanagement

Bring up pay/benefits to be more competitive

Needs to be better organized

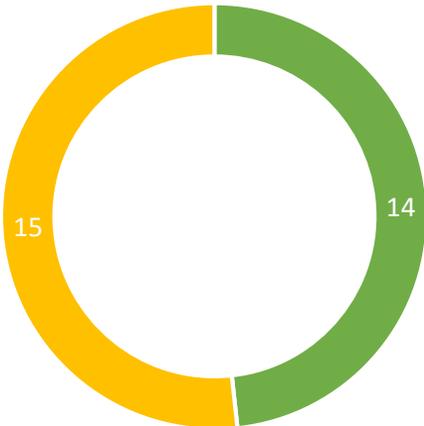


How meaningful is your work?



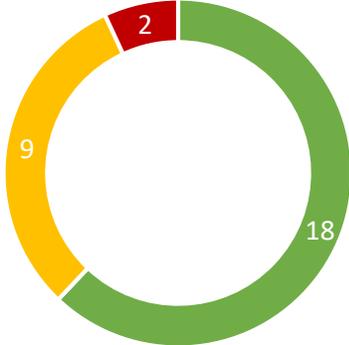
■ Very to extremely ■ Slightly to moderately ■ Not at all meaningful

How challenging is your job?



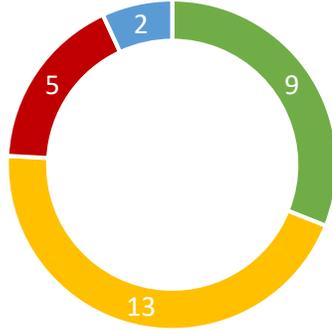
■ Very to extremely ■ Slight to moderately ■ Not at all challenging

How would you rate your overall morale as an employee at FPUD?



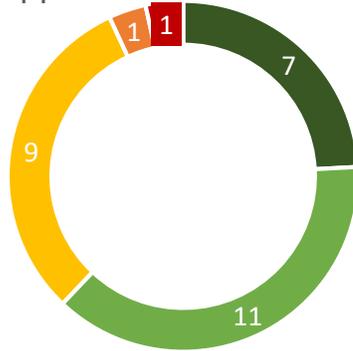
■ High - I love working at FPUD ■ Neither high nor low ■ Low - I hate working at FPUD

How would you rate communication from management over the last year?



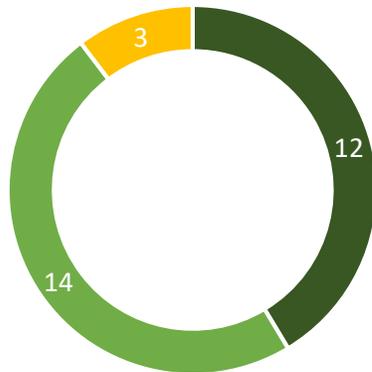
- Communication has improved
- Communication has remained the same
- Communication has worsened
- Other

How satisfied are you with career growth opportunities at FPUD?



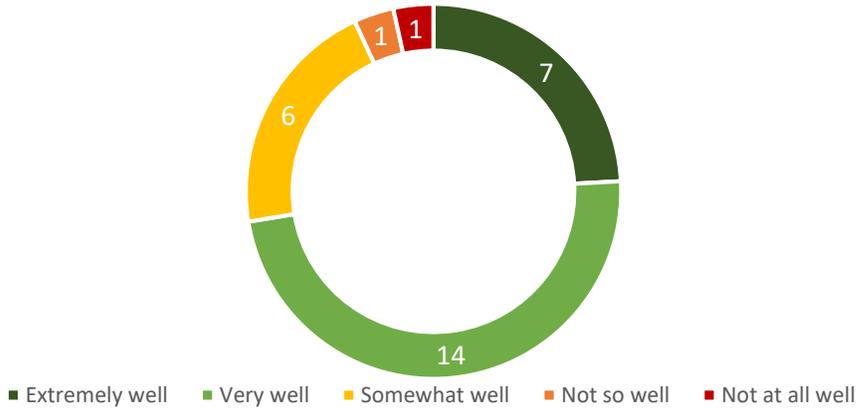
- Extremely satisfied
- Very satisfied
- Somewhat satisfied
- Not so satisfied
- Not at all satisfied

How well do your job responsibilities match your strengths?

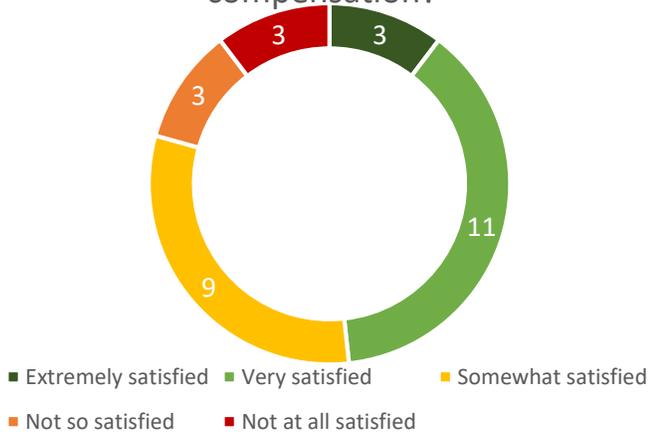


- Extremely well
- Very well
- Somewhat well
- Not so well
- Not at all well

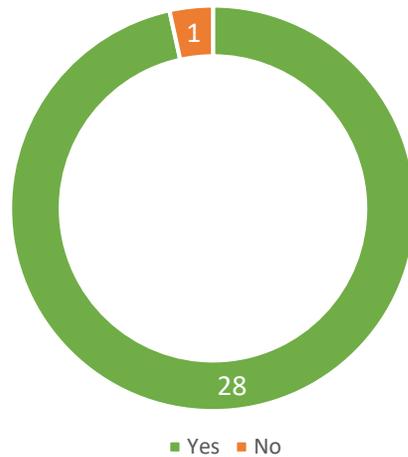
How well would you say the employees in your department work as a team?



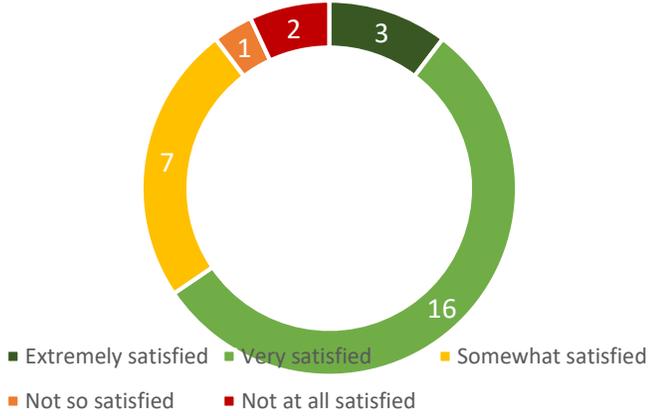
How satisfied are you with your overall compensation?



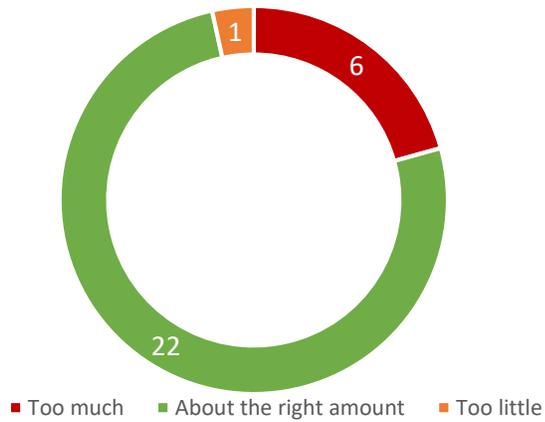
Are you satisfied with your employee benefits?



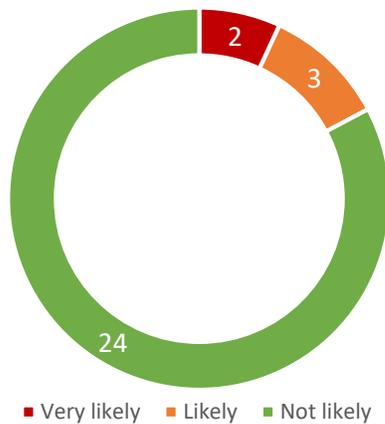
How satisfied are you with your current work-life balance?



Are you supervised too much at work, supervised too little, or supervised about the right amount?



How likely are you to look for another job outside of FPUD within the next 6-12 months?



M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: May 16, 2022
SUBJECT: Internship Program

Purpose

To obtain approval to add a second paid intern to the District's program.

Summary

Given the success of the internship program, we would like to expand it to also include a college intern, preferably a Fallbrook resident, to help increase the District's community exposure.

While the District's current local high school intern will remain focused on supporting social media efforts, it is anticipated that the college intern position could potentially assist with a variety of projects and programs and provide support across different departments.

Budgetary Impact

Current hourly rate of \$15. The college intern would earn \$16 - \$21 per hour, depending on previous work experience, in order to remain competitive with other agencies that have similar programs in place.

Recommendation

That the Committee recommend that the Board approve the program and authorize public affairs and human resources to begin outreach to promote it and hire a 2nd intern from a local college.

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: May 16, 2022
SUBJECT: Proposed Job Title Change & Job Description Update for Utility Technician and Job Description Updates for Utility Worker, Chief Plant Operator and Equipment Mechanic

Purpose

To obtain approval for the proposed job title change and updated job description for the District's Utility Technician job classification and updated job description for the District's Utility Worker series, Chief Plant Operator and Equipment Mechanic job classifications.

Summary

The proposed title change from Utility Technician to Crew Leader and the proposed updated job description is more in line with industry standards for similar positions and more adequately describes the scope of duties and responsibilities of the position.

The District's current Utility Worker series consists of two levels, Utility Worker I and Utility Worker II. Utility Worker I is an entry-level position and Utility Worker II is considered a journey-level position, which requires some previous experience, training and specific skills, with work performed under moderate supervision. Adding an advanced journey/senior-level Utility Worker III, that will perform specialized duties in a highly independent manner requiring the ability to modify approaches, methods or techniques.

The proposed Chief Plant Operator job description changes include an update to reflect that the position reports to the Operations Manager, not the Assistant General Manager, and a change in the salary range certification requirements.

The Equipment Mechanic job description has been updated to include the position's correct reporting to the Purchasing/Warehouse/Fleet Supervisor and the addition of a crane certification requirement.

Budgetary Impact

There is no budgetary impact as no change in compensation is proposed.

Recommended Action

Staff recommends approving the proposed changes to accurately reflect the current duties and responsibilities of each position.

Attachment A
Current Utility Technician
Job Description

UTILITY TECHNICIAN

Definition

Under general supervision to perform specialized and skilled work in the construction, installation and maintenance of the water storage, metering and distribution systems and the wastewater collection, treatment and disposal systems; and to perform related work as required.

Class Characteristics

Positions in this class are at the advanced skill and lead supervisory level classification of the utility series. Incumbents may lead small crews of two or more additional members or serve as the assistant to the crew supervisor in the performance of assigned work.

Incumbents perform skilled heavy construction equipment operation, skilled plumbing, carpentry, electrical, masonry, skilled pipeline layout, fabrication, assembly and welding and perform a variety of skilled installation, maintenance and construction of meters, pipelines, valves and appurtenances and one incumbent must have extensive knowledge of the radio read system and perform all duties associated with meter reading including data entry for meter/backflow installations and exchanges. Incumbents are regularly assigned to train lower level personnel in the performance of specified work. Positions at this level perform work which has considerable variation and which requires the application of judgment in the selection of appropriate work methods, materials and procedures.

Incumbents receive general instructions when tasks are assigned and are expected to determine the appropriate procedures and materials necessary to complete the project unless significant unanticipated problems are encountered. Incumbents may be assigned to and rotated among several specialized crews wherein they perform lead position duties while learning specific duties and safety precautions of the unit.

Incumbents at the Utility Technician level assign, check, guide, correct, train and participate fully in the work of subordinates. Incumbents do not hire, evaluate or discipline subordinates. Incumbents are expected to advise the supervisor of staff performance problems observed.

Examples of Duties

Performs the full range of duties of a Utility Worker I and II;
Serves as assistant to the crew supervisor;
Assigns specific tasks to crew members at the job site;
Trains, instructs and, as assigns, corrects the work of crew members, ensuring that accepted work and safety methods are practiced;
Designs traffic control procedures and directs crew members in traffic control equipment set-up;
Determines shoring requirements for trenching jobs¹; estimates materials required for assigned work;
Ensures that necessary tools and equipment are loaded into trucks;
Keeps routine records of work performed and materials used;
Plans work at job site to ensure efficient use of human resources and materials;
Performs the most skilled equipment operation requirements of the job (backhoe, skid loader, dump truck, sewer rodder, jackhammer and pump/tank/flush truck) and/or observes and trains crew members in equipment operations, ensuring the safety of crew and equipment while avoiding unnecessary damage to property and the water/wastewater system;
Performs the most skilled construction, maintenance, mechanical, plumbing, electrical, carpentry, masonry and welding work associated with the assigned work of the position or crew;
One Utility Technician is required to maintain the certification and training necessary to perform testing backflow devices and reclaimed water drawdown testing and another oversees the radio read system and perform all duties associated with meter reading including data entry for meter

UTILITY TECHNICIAN

and backflow installations/exchanges and loading/unloading meter reads with customer service staff;

One Utility Technician assigned to wastewater is required to oversee the lift stations, CCTV system and software and maintain the outfall system;

A second Utility Technician assigned to wastewater is required to oversee mainline cleaning, manhole repair, and maintenance of right-of-ways on easements;

Checks work done over or near District lines and equipment and reports unauthorized encroachments, damage to District equipment and other potential problems to the supervisor;

Receives on the job training to perform qualified, specific tasks on de-energized high-voltage circuits, and energized or de-energized low-voltage circuits; and

Performs related work as required.

Qualifications

Knowledge of:

Work locations within the District;

Materials and tools of water utility construction/maintenance and wastewater utility collection, construction and maintenance;

Safety precautions of excavation and trenching, traffic control and confined space entry; English usage and writing skills;

Principles of crew leadership and training;

District regulations, procedures, rules and practices relative to rights-of-way and the construction repair and maintenance of the water distribution system and waste-water collection, treatment and disposal systems and its appurtenances;

Mathematics at a level necessary to estimate materials needed for projects and to perform calculations involved in construction and repair work;

Simple record keeping and report preparation;

Principles of water metering;

Methods of clearing debris from meter vaults;

Basic public relations skills to communicate with customers;

Heavy construction equipment operation is required of some positions; and

Pipelines layout, fabrication, assembly and welding is required of some positions.

Ability to:

Plan and organize the activities of an assigned crew;

Assign, monitor, inspect, train and correct the work of assigned crew members;

Perform skilled welding, plumbing, carpentry, masonry and mechanical work;

Perform the skilled operation of light, medium and heavy construction equipment;

Estimate materials for assigned projects;

Read and understand blueprints, specifications and instructions;

Prepare routine periodic reports of work performed and materials used;

Perform strenuous labor and work in tight and confined spaces;

Take accurate water meter readings and train others to perform this work;

Operate radio read computer and hand held CMT;

Operate a computer workstation to enter and retrieve information;

Walk for long distances, stoop and bend and see numbers in meters;

Operate a vehicle observing legal and defensive driving practices;

Operate, maintain, troubleshoot and repair lift stations;

Operate and maintain CCTV system software;

Understand and carry out oral and written instruction; and

UTILITY TECHNICIAN

Establish and maintain effective relationships with those contacted in the course of work.

Licenses and Certification

Possession of a valid and appropriate California driver's license. Some positions require Class A or B licensing;

Possession of Water Distribution Operator's Certificate Grade III (D3) is required for the position/s assigned to water;

Collection System Maintenance Certificate Grade II (CSM II) is required for the position/s assigned to wastewater;

Backflow certification is required for one position in this class.

Possession of District-approved welder certification and/or crane certification may be required of one or more positions in this class.

Training and Experience

Four years' experience at a skilled lead level in the installation, construction and maintenance of water distribution system pipelines, valves and appurtenance; or

Experience at the level of Utility Worker II in the Fallbrook Public Utility District from which the incumbent has acquired the knowledge and abilities listed above.

Physical Demands

Walking:	Moves about on foot often through uneven terrain.
Carrying:	Transport objects by holding them in hands or arms.
Hands/Arms:	Signals equipment operator; operates equipment, hand and power tools.
Handling:	Seizes, holds or works with hands.
Lifting:	Raises or lowers pumps, bags of concrete fittings, meters/meter boxes and lids, flanges, tampers, blacktop, jackhammers, valves, valve keys, tools and related items.
Reaching:	Extends hands and arms in any direction.
Stooping:	Bends body downward and forward by bending at the knees or waist often while digging with a shovel or reading/maintaining meters.
Climbing:	In and out of equipment and trenches; ascends and descends ladders up to 50 feet in height.
Vision:	Reads work tickets, labels, MSDS on assorted chemicals, operates radio read computer and hand held CMT, and operates District equipment and vehicles.
Talking:	Communicates by radio and in person.
Hearing:	Hears well enough for safety in and around construction sites and to receive communication by radio and in person.
Sitting:	Sits in equipment and vehicles, often driving through rough terrain.
Standing:	Flags traffic for up to 9 hours per day.

Physical Strength

Lifting: 100 pounds; frequent exertion.

Environmental Conditions

Noise: Works in conditions with constant or intermittent noise.

Temperature/Weather: Works outside with variations of temperature and weather.

UTILITY TECHNICIAN

This position may include periodic to frequent disagreeable working conditions including noise, dirt, fumes, vibration, heat, cold, dampness and hazardous chemicals.

Protective Devices Required

Hard hat, gloves, safety shoes, self-contained breathing apparatus, respirator, hearing protection, safety glasses, welding hood, leather welding jacket, cutting goggles, and/or chemical suits.

SALARY RANGE:

25a- D3 (water); **OR** CSM II (wastewater); **OR** Backflow Certification

26a- D3 + OTHER (water); **OR** CSM II + OTHER (wastewater); **OR** Backflow Certification + OTHER

27a- D3 + CSM I + OTHER (water); **OR** D1 + CSM II + OTHER (wastewater); **OR** D3 + Backflow Certification + OTHER

Attachment B
Proposed Crew Leader
Job Description

CREW LEADER

In addition to all duties of Utility Worker III:

Under the guidance and minimal direction of a supervisor and/or the field services manager, performs a variety of construction related tasks including the installation, maintenance, repair and operation of water mains, service lines, fire hydrants, valves, pumps, and motors used to collect, pump, distribute, treat, and store water, wastewater systems including lift stations, wet wells, dry wells, sewer lines, gravity and pressure sewer pipelines, manholes and reclaimed water lines. May direct the department in the absence of the Supervisor.

Example of Duties:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Trains and supervises crew on projects;
- Plans jobs; prepares job sites; cleans up job sites, shop, and office;
- Inspects and evaluates job sites for safety concerns, proper material use and ensures District specifications are being followed;
- Keeps notes on subordinates throughout the year for evaluation purposes;
- Assists supervisor/field services manager with completing employee performance evaluations;
- Performs skilled operation of light, medium and heavy construction equipment such as backhoes, skip loader, swing cab crane, skid steer, collections combination vehicle;
- Operates and/or drives class A/B licensed vehicles and hauls large equipment and/or materials;
- As a member of a crew or in conformance with crew leader/supervisor, lays out tools, parts and materials in accordance with the demands of the job;
- Understands and follows District standard operating procedures and engineering standards;
- Installs hydraulic and/or box shoring to specification;
- Detects on-the-job problems and determines remedies or seeks direction;
- Develops maps for planned water shutoffs;
- Understands how to shut off water mains and dewater for repair work;
- Investigates causes of valve failure and remedies during shutdowns;
- Performs skilled manual tasks with minimal supervision;
- Disassembles, inspects, determines damage, reoccurrence of similar failures and develops improvements to preventative maintenance schedules, items of work, etc.;
- Gives routine on-the-job training to co-workers;
- Enforces safety procedures;
- Notifies the safety & risk officer and assigned supervisor/field services manager of safety hazards;
- Takes water samples and determines chlorine residuals;
- May be assigned to carry out scheduled work independently or with a helper;
- Sets up traffic control to meet county standards;

CREW LEADER

- Performs welding repairs on pipelines and maintains welding equipment, welds repairs or appurtenances to pressurized water mains;
 - Performs Hot Taps on live water mains;
 - Installs sewer laterals and makes connections at sewer gravity and force mains;
 - Sets up and monitors confined space entries;
 - Maintains lift stations-inspects pumps, alarms, telemetry, and pressure switches (floats and bubblers); checks flow lines, meters and data; repairs pumps; and maintains generators;
 - Cleans sewer lines using a combination vehicle; flushes and vacuums wet wells to check the performance of pumps and electrical cables and look for areas of corrosion; inspects and maintains manholes;
 - Performs manhole inspections and records conditions in the Asset Management System.
 - Installs and maintains wastewater systems, control valves, valves, hydraulics, pumps, and force mains/gravity systems;
-
- Basic understanding of Fats, Oil, and Grease (FOG) Program requirements;
 - Performs closed-circuit television (CCTV) pipeline checks and inspections;
 - Sets up portable pumps to bypass lift stations and manholes during emergencies;
 - Monitors and responds to lift station and sanitary overflow prevention alarms;
 - Conducts smoke or dye testing in order to detect pipeline leaks;
 - Maintains easements and performs weed abatement;
 - Creates and delegates electronic work orders and inspection reports;
 - Performs wastewater sampling to ensure that it meets standards;
 - Prepares job sites and performs traffic control;
 - Submits County Permits for excavation and traffic control;
 - Notifies Underground Service Alert of intended excavations;
 - Monitors grease disposals at all collection system lines and restaurants in the District;
 - Cleans, maintains, and repairs wastewater equipment and cleans wastewater trucks;
 - Supports other departments including Water Operations, System Services, Fleet, Construction, and Collections as needed;
 - May perform skilled maintenance tasks at District facilities and grounds; and
 - Performs other duties as assigned.

Knowledge, Skills and Abilities Required:

- Advanced water distribution and wastewater collection system construction, maintenance, service installation and repair practices, procedures and terminology;
- Trenching and shoring and confined space procedures including the use of air and gas monitors;
- Advanced traffic control requirements;
- Ability to safely and skillfully operate hand tools and use personal protective equipment;
- Skilled operation and ability to train others on light and medium construction equipment;
- Ability to maintain, repair, and replace all types of water distribution and wastewater system equipment with minimal direction;
- Ability to read, interpret, and work from sketches, map books, blueprints, and specifications;

CREW LEADER

- Ability to perform accurate mathematical calculations;
- Ability to establish and maintain collaborative working relationships internally and externally;
- Ability to navigate and use GIS and asset management software;
- Ability to keep records and prepare reports using a PC and/or tablet;
- Ability to exercise independent judgment and initiative within established guidelines;
- Proficiency in Word, Excel, Outlook, and the Internet;
- Knowledge of Cal-OSHA and OSHA standards, Safety Data Sheets, the principles of safe storage and usage of chemicals, EPA Regulations, and work safety standards.
- Knowledge of wastewater discharge requirements and Sewer System Management Plan (SSMP) Order #2006-0003;
- Ability to independently operate the wastewater SCADA system, troubleshoot problems and failures, recognize dangerous conditions, and respond appropriately;
- Ability to read, interpret, and analyze data including sewer flow trends;
- Knowledge of Cla-Val type control valve repair and maintenance practices;
- Knowledge of backflow devices and cross connection principles;
- Knowledge of preventative maintenance practices and procedures related to water and wastewater systems;
- Knowledge of work safety standards related to traffic control, confined space entry, trenching, and shoring, and welding; and
- Knowledge of water systems, water hydraulics, pressure zone analysis and shutdown and highline processes

Education, Training and Experience:

- A high school diploma or GED;
- Valid California driver's license;
- Minimum of 4 years of related work experience in water and/or wastewater;
- Experience in pipeline welding and fabrication techniques is strongly preferred but not required;
- Experience with sewer lift stations or pumps and motors is strongly preferred but not required;

Required Water Licenses and Certificates:

- Forklift Certification
- Traffic Control Certification
- Possession of certification as a SWRCB Water Distribution Operator Grade III (D3) or higher
- CDL Class A/B commercial driver's license or Crane Operator License or 6G Welding Certification or Backflow Certification with Cross Connection Control Certification or CWEA CSM Grade II

Required Wastewater Licenses and Certifications:

- Forklift Certification within 6 months of hire

CREW LEADER

- Traffic Control Certification within 6 months of hire
- CWEA CSM Grade III certification(CSM3) or higher
- Class A/B commercial driver's license
- NASSCO manhole, lateral and pipeline, inspection certification
- Certificate as a "competent person" in confined space entry and rescue.
- Crane Operator License or 6G Welding Certification or SWRCB Water Distribution Operator Grade II (DII) or Backflow Certification with Cross Connection Control Certification

Physical Demands:

- Walking: Moves about on foot often through uneven terrain.
- Carrying: Transports objects by holding them in hands or arms.
- Hands/Arms: Signals equipment operator; operates equipment, hand and power tools.
- Handling: Seizes, holds or works with hands.
- Lifting: Raises or lowers pumps, bags of concrete, fittings, meters/meter boxes and lids, flanges, tampers, blacktop, jackhammers, valves, valve keys, tools, plants, trees, trash bins, assorted debris and related items.
- Reaching: Extends hands and arms in any direction.
- Stooping: Bends body downward and forward by bending at the knees or waist often while digging with a shovel or reading/maintaining meters.
- Climbing: In and out of equipment and trenches and confined spaces; ascends and descends ladders up to 50 feet in height.
- Vision: Reads work tickets, labels, MSDS on assorted chemicals, operates radio read computer and hand held CMT; and operates District equipment and vehicles.
- Talking: Communicates by radio and in person.
- Hearing: Hears well enough for safety in and around construction sites and to receive communication by radio and in person.
- Sitting: Sits in equipment and vehicles, often driving through rough terrain.
- Standing: Flags traffic for up to 9 hours per day.

Physical Strength:

- Lifting: 100 pounds daily; frequent exertion.

Environmental Conditions:

- Employee will spend a significant amount of time in or near potentially dangerous moving mechanical parts and equipment.
- Noise: Works in conditions with constant or intermittent noise.
- Temperature/Weather: Works outside with variations of temperature and weather.
- This position may include periodic to frequent disagreeable working conditions including fumes, odors, dusts, gases, hazardous chemicals, noise levels over 85 decibels, dirt, vibration, heat, cold, dampness, sun, rain; wildlife including bees, rats, snakes, and

CREW LEADER

spiders; and rough terrain, overgrown vegetation, and poison oak. Sewage, wastewater solids.

Inner-District Transfers

Note: those who do not possess the required minimum certification and wish to transfer from collections to water or water to collections will be placed on a 1-year agreement to achieve the required certification for the department they transferred into.

Attachment C
Current Utility Worker
Job Description

UTILITY WORKER I/II

Definition

This series specification describes two classes which perform varied potable, recycled and waste water service construction and maintenance work; a variety of routine grounds maintenance and landscaping duties; building maintenance and custodial duties; reads, records and reports readings of water meters; cleans and maintains meter locations; basic meter repairs; locks and unlocks meters; and performs related work as required.

CLASS TITLES

Utility Worker I
Utility Worker II

Class Characteristics

This series consists of two levels of work. The Utility Worker I learns and performs manual labor in the construction and maintenance tasks involving the use of hand tools and light motorized equipment; reads, installs and maintains meters, perform grounds keeping and janitorial work and herbicide/pesticide application and tree trimming. Incumbents may be assigned to and rotated among several specialized crews (including the wastewater division) wherein they perform the more routine duties and receive on-the-job training in the specific duties and safety precautions of the unit. As the incumbent gains skills and performs more difficult work through experience, training and certification, and as a desired level of proficiency is reached, advancement to the Utility Worker II class can reasonably be expected. Most incumbents should gain the skill, experience, certification and proficiency for advancement within two years with the District. In a limited number of instances, the needs of the District may require the design of a position which is not intended as a training ground for advancement to the Utility Worker II level.

Positions at the Utility Worker II level are regularly assigned to perform semiskilled and skilled manual labor tasks in the construction, maintenance and operation of the potable, recycled and waste water distribution/collection systems. Incumbents at this level operate a variety of light and moderately heavy equipment to perform routine construction and maintenance tasks. Incumbents are assigned to a field crew where they are expected to have sufficient skill and knowledge to work productively and safely without constant direction and supervision. Incumbents may be assigned to work independently or with a helper in the field to perform a routine function, such as valve exercising. Incumbents may be rotated among crews for cross-training and to fulfill the needs of the District.

Examples of Duties

Utility Worker I/II

Follows established departmental procedures in the inspection of equipment for fuel, lubricants and the operation of safety devices; inspects truck to ensure that proper tools are present; in accordance with instructions and standard procedures, requisitions tools, parts and material; loads trucks; drives to the job site; **removes blacktop, digs bell hole and trench¹; installs and glues service lines¹; welds coupling to main, tightens valves, hot taps and muds valve and main¹; cuts risers¹;**

installs angle cocks¹; assembles and installs water meters and meter boxes¹; backfills trench and bell hole¹; replaces blacktop with cold mix; picks up, applies and rolls hot mix; repairs leaks in service lines¹; tests and repairs water meters¹; performs routine preventive maintenance servicing of vehicles; serves as a helper to the Equipment Mechanic in making major repairs to vehicles and equipment; sets up traffic control and performs traffic flagging duties¹; installs pressure regulating and backflow prevention devices; performs routine inspection of equipment, tanks, structures, air handling equipment and duct works, checking for damage, oil leaks, excessive noise or abnormal operations¹; assists mechanics, other employees and vendors in the removal, repair, replacement, testing and servicing of plant and pump station mechanical equipment, vehicles, meters, valves, piping, engines and related parts¹; loads, unloads and drives dump and water truck²; as a learner and worker, uses shovel, tamper, jack hammer, dump truck, sprayer, trencher, pipe cutter, welder and compressor¹; applies concrete mud to pipe, angles, couplings, saddles, nozzles and flanges¹; mixes, pours and finishes concrete¹; places forms for fire hydrants; notifies customers of water service shut downs; turns water meters on and off¹; cleans drainage ditches and culverts¹; maintains right-of-ways¹; flushes fire hydrants; exercises valves¹; installs shoring in trenches¹; maintains valves, manholes, cleanout/overflow device structures¹; responds to stoppage and overflow reports when assigned¹; operates a radio read computer and handheld CMT²; troubleshoots and repairs radio read meters²; notes damage to meters; checks customer complaints and, as appropriate, resolves user complaints, such as no water, water leaks and high consumption²; examines meters for signs of tampering; tags water meters as necessary; reads new routes and route changes; may assist in the training of new personnel; operates District vehicles²; clears away obstructions such as shrubbery, insects, water, etc. from meters; checks meter numbers and new meter installation; answers questions from customers; locks and unlocks meters; notifies supervisor of inoperative meter locks; fends off dogs and other animals as needed; mows lawns with power and hand mowers²; rakes and removes leaves and debris²; trims trees, hedges and shrubs²; edges using hand and power equipment²; sets sprinkler timers²; waters cultivated areas by hand²; assists in the installation of irrigation systems²; loads and unloads trucks²; plants trees, shrubs and flowers²; seeds lawns²; exterminates gophers and other common garden pests²; empties trash and recycling bins²; performs routine janitorial duties²; sprays herbicides and pesticides²; changes light bulbs and ballasts²; removes dead trees and plants²; washes trucks²; performs full range of duties of a custodian, as assigned, in addition to grounds keeping work¹; operates District grounds keeping equipment¹; is available for assignment to stand-by duty²; receives on the job training to perform qualified, specific tasks on de-energized high-voltage circuits, and energized or de-energized low-voltage circuits; and performs related work as required.

Utility Worker II

In addition to all duties of Utility Worker I, performs moderately difficult operation of light, medium and heavy construction equipment such as backhoes, grader, front loader, crane and trailer¹; receives on-the-job training in more difficult construction equipment operation; as a member of a crew or in conformance with crew leader/supervisor, lays out tools, parts and materials in accordance with the demands of the job; performs tasks in proper sequence and without direction; detects on-the-job problems and seeks direction¹; performs semi-skilled and skilled manual tasks to check, test, troubleshoot, service, repair, rebuild, install and align facility and pump station pumps, motors, air compressors, drive units and gear boxes, tank chains, sprockets, skimmers and center columns¹; disassembles, inspects, determines damage, reoccurrence of similar failures and recommends improvements to preventative maintenance schedules, items of work, etc.¹; gives routine on-the-job training to co-workers; advises co-workers on safety procedures; notifies the crew leader/supervisor of safety hazards; may be

assigned to carry out scheduled work independently or with a helper, such as valve exercising²; receives training for Class A or B motor vehicles operator licensing².

Qualifications

Knowledge of:

Utility Worker I

- Basic English;
- Basic mathematics and measurements;
- Proper use of hand and portable power tools;
- Basic ability in working with tools;
- Principals of water metering;
- Basic janitorial methods and tools;
- Common groundskeeping methods and tools;
- Methods of clearing debris from meter vaults;
- Basic public relations skills to communicate with customers;
- Basic safety practices in working with tools.

Utility Worker II, in addition:

- Standard water distribution and wastewater collection system construction, maintenance, service installation and repair practices, procedures and terminology;
- Standard methods and safety practices in trench excavation, shoring, and wastewater collection;
- Standard traffic control requirements;
- Moderately skilled operation of light and medium construction equipment.

Ability to:

Utility Worker I

- Use hand and portable power tools in repair, maintenance and construction projects;
- Learn and follow work procedures safety precautions;
- Performs heavy manual labor;
- Comply with uniform and safety apparatus requirements of the District;
- Be available for overtime, standby and after-hour emergency calls;
- Take accurate water meter readings and train others to perform this work (may be required);
- Operate radio read computer and hand held CMT (may be required);
- Walk for long distances, stoop and bend and see numbers in meters;
- Operate grounds keeping equipment;
- Apply herbicides and pesticides;
- Work independently;
- Perform janitorial duties;
- Operate a vehicle observing legal and defensive driving practices;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work.

Utility Worker II

- Identify types of soil needing shoring;

Take appropriate safety precautions in establishing traffic control and in trench excavation;
Work productively on varied tasks without immediate supervision and guidance;
Perform semiskilled and limited skilled level work in installation, construction, maintenance and repair of water distribution systems and wastewater collection system;
Use hand tools skillfully;
Operate light, medium and heavy construction equipment effectively in standard operations.

Licenses and Certification

Possession of a valid and appropriate California driver's license;

Utility Worker I:

Possession of certification as a Water Distribution Operator Grade I (D1) or higher (water);

Possession of Collection System Maintenance Grade I or higher (wastewater);

Utility Worker II:

Possession of certification as a Water Distribution Operator Grade II (D2) or higher (water);

Possession of Collection System Maintenance Grade I or higher (wastewater);

Training and Experience

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position. A typical qualifying entrance background:

Utility Worker I

Some previous experience involving the use of hand tools and the performance of strenuous manual labor.

Utility Worker II

Three years of responsible and varied experience in the construction, installation, maintenance and repair of a water and/or wastewater system;

or

Two years of experience at or equivalent to the level of Utility Worker I in the Fallbrook Public Utility District from which the incumbent has acquired the knowledge and abilities listed above.

Physical Demands

Walking:	Moves about on foot often through uneven terrain.
Carrying:	Transports objects by holding them in hands or arms.
Hands/Arms:	Signals equipment operator; operates equipment, hand and power tools.
Handling:	Seizes, holds or works with hands.
Lifting:	Raises or lowers pumps, bags of concrete, fittings, meters/meter boxes and lids, flanges, tampers, blacktop, jackhammers, valves, valve keys, tools, plants, trees, trash bins, assorted debris and related items.
Reaching:	Extends hands and arms in any direction.
Stooping:	Bends body downward and forward by bending at the knees or waist often while digging with a shovel or reading/maintaining meters.
Climbing:	In and out of equipment and trenches and confined spaces; ascends and descends ladders up to 50 feet in height.

Vision: Reads work tickets, labels, MSDS on assorted chemicals, operates radio read computer and hand held CMT; and operates District equipment and vehicles.

Talking: Communicates by radio and in person.

Hearing: Hears well enough for safety in and around construction sites and to receive communication by radio and in person.

Sitting: Sits in equipment and vehicles, often driving through rough terrain.

Standing: Flags traffic for up to 9 hours per day.

Physical Strength
Lifting: 100 pounds daily; frequent exertion.

Environmental Conditions

Noise: Works in conditions with constant or intermittent noise. Temperature/Weather: Works outside with variations of temperature and weather.

This position may include periodic to frequent disagreeable working conditions including noise, dirt, fumes, vibration, heat, cold, dampness, sewage, wastewater solids and hazardous chemicals.

Protective Devices Required

Hard hat, gloves, safety shoes, District uniform, Self-Contained Breathing Apparatus, respirator, hearing protection, safety glasses, welding hood, leather welding jacket, cutting goggles, chemical suits, and seat belt.

SALARY RANGE

Utility Worker I:

15 = NO CERT.
16 = D1 (water) **OR** CSM I (wastewater)
17 = D1 + Class A/B license with appropriate endorsements (water)
OR
17 = CSM I + Class A/B license with appropriate endorsements (wastewater)

Utility Worker II:

18 = NO CERT.
19 = D2 (water) or CSM I (wastewater)
20 = D2 + OTHER or D2 + Class A/B license with appropriate endorsements (water)
OR
20 = CSM I + OTHER **or** CSM I + Class A/B license with appropriate endorsements (wastewater)
21 = D2 + OTHER + Class A/B license with appropriate endorsements (water)
OR
21 = CSM I + OTHER + Class A/B license with appropriate endorsements (wastewater)

Attachment D
Proposed Utility Worker I
Job Description

UTILITY WORKER I

The *Utility Worker I* learns and performs a variety of entry-level construction-related and technical tasks including the installation, inspection, maintenance, repair and operation of water mains, service lines, fire hydrants, valves, wharf heads, air vacs, blow offs, and pressure regulating stations pumps, and motors used to collect, pump, distribute, treat, and store water. Incumbents read, record, and report usage; installs, repairs, maintains and tests water meters and related components; and responds to customer service inquiries regarding usage and meters. Installs, inspects, maintains and repairs waste water and recycle water pipelines, right of ways, lift stations, wet wells, dry wells, pressurized sewer and recycle water pipelines, pumps, floats and manholes. Because employees in classifications at this level may be in a training capacity, such position does not require significant previous work experience in the applicable field.

Example of Duties:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Follows established departmental procedures in the inspection of equipment for fuel, lubricants and the operation of safety devices;
- Inspects truck to ensure that proper tools are present;
- In accordance with instructions and standard procedures, requisitions tools, parts and material;
- Loads trucks;
- Drives to the job site;
- Removes blacktop, digs bell hole and trench;
- Installs and glues service lines;
- Cuts risers;
- Installs angle cocks;
- Assembles and installs water meters and meter boxes;
- Backfills trench and bell hole;
- Replaces blacktop with cold mix;
- Picks up, applies and rolls hot mix;
- Repairs leaks in service lines;
- Tests and repairs water meters;
- Performs routine preventive maintenance servicing of vehicles;
- Sets up traffic control and performs traffic flagging duties;
- Installs pressure regulating and backflow prevention devices;
- Performs routine inspection of equipment, tanks, structures, air handling equipment and duct works, checking for damage, oil leaks, excessive noise or abnormal operations;
- Assists mechanics, other employees and vendors in the removal, repair, replacement, testing and servicing of plant and pump station mechanical equipment, vehicles, meters, valves, piping, engines and related parts;
- Loads, unloads and drives dump truck;
- Operates valve turning machine;

UTILITY WORKER I

- As a learner and worker, uses shovel, tamper, jack hammer, dump truck, sprayer, pipe cutter, and compressor;
- Applies concrete mud to pipe, angles, couplings, saddles, nozzles and flanges;
- Mixes, pours and finishes concrete;
- Places forms for fire hydrants;
- Notifies customers of water service shut downs;
- Turns water meters on and off;
- Cleans drainage ditches and culverts;
- Maintains right-of-ways;
- Flushes fire hydrants;
- Welds steel couplings to steel pipe;
- Exercises valves;
- Installs shoring in trenches;
- Maintains valves, manholes, cleanout/overflow device structures;
- Responds to sewer stoppage and overflow reports when assigned;
- Assists with sewer mainline flushing and CCTV operations;
- Operates a radio read computer and handheld CMT;
- Troubleshoots and repairs radio read meters;
- Maintains handheld readers, hand tools, and power tools that are used to perform job duties.
- Notes damage to meters;
- Checks customer complaints and, as appropriate, resolves user complaints, such as no water, water leaks and high consumption;
- Examines meters for signs of tampering;
- Tags water meters as necessary;
- Reads new routes and route changes;
- May assist in the training of new personnel;
- Operates District vehicles;
- Clears away obstructions such as shrubbery, insects, water, etc. from meters and sewer clean outs;
- Checks meter numbers and new meter installation; answers questions from customers;
- Locks and unlocks meters;
- Notifies supervisor of inoperative meter locks;
- Fends off dogs and other animals as needed;
- Mows lawns with power and hand mowers;
- Rakes and removes leaves and debris;
- Trims trees, hedges and shrubs;
- Edges using hand and power equipment;
- Waters cultivated areas by hand;
- Assists in the installation of irrigation systems;
- Plants trees, shrubs;
- Empties trash and recycling bins;
- Performs routine janitorial duties;

UTILITY WORKER I

- Sprays herbicides and pesticides;
- Changes light bulbs and ballasts;
- Removes dead trees and plants;
- Washes trucks;
- Performs full range of duties of a custodian, as assigned, in addition to grounds keeping work;
- Operates District equipment;
- Is available for assignment to water and/or wastewater stand-by duty;
- Receives on the job training to perform qualified, specific tasks on de-energized high-voltage circuits, and energized or de-energized low-voltage circuits;
- Maintains lift stations-inspects pumps, alarms, telemetry, and pressure switches (floats and bubblers); checks flow lines, meters and data; repairs pumps; and maintains generators;
- Cleans sewer lines using a combination vehicle; flushes and vacuums wet wells to check the performance of pumps and electrical cables and look for areas of corrosion; inspects and maintains manholes;
- Performs manhole inspections and records conditions in the asset management system;
- Sets up portable pumps to bypass lift stations and manholes during emergencies;
- Monitors and responds to lift station and sanitary overflow prevention alarms;
- Enters confined spaces;
- Supports other departments including wastewater, water operations, meters, fleet, backflow and construction as needed; and
- Performs related work as required.

Knowledge, Skills and Abilities Required:

- Basic mathematics and measurements;
- Proficiency in Word, Excel, Outlook, and the Internet.
- Proper use of hand and portable power tools;
- Basic ability and knowledge of safety practices when working with tools;
- Principals of water metering;
- Basic janitorial methods and tools;
- Common grounds keeping methods and tools;
- Methods of clearing debris from meter vaults right of ways;
- Basic public relations skills to communicate with customers;
- Standard utility construction techniques and principles;
- Basic understanding of electrical systems, mechanics, and assembly;
- Ability to perform all the essential functions of the position with or without reasonable accommodation.
- Ability to read, interpret, and analyze data;
- Ability to safely and skillfully operate hand tools and use personal protective equipment;
- Ability to communicate clearly, effectively, and respectfully in English both verbally (in person, over the phone, and by radio) and in writing;
- Ability to keep records and prepare reports using a PC and/or tablet;

UTILITY WORKER I

- Ability to exercise independent judgment and initiative within established guidelines;
- Ability to establish and maintain collaborative working relationships;
- Perform heavy manual labor;
- Be available for overtime, standby and after-hour emergency calls;
- Take accurate water meter readings and train others to perform this
- Operate radio read computer and hand held CMT;
- Walk for long distances, stoop and bend and see numbers in meters;
- Work independently;
- Operate a vehicle observing legal and defensive driving practices;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work;
- Ability to keep records and prepare reports using a PC and/or tablet; and
- Perform related work as required.

Education, Training and Experience:

- A high school diploma or GED;
- Minimum of one year of related work experience; and
- Certificate or coursework in water/wastewater is strongly desired.

Required Water Licenses and Certificates:

- Class C driver's license
- Forklift Certification within 6 months of hire
- Traffic Control Certification within 6 months of hire
- Water Distribution Certification - SWRCB Grade DI, at hire or within 1 year of hire.
Note: those who do not possess D1 certification at hire will be placed on a 1-year initial probation, instead of the standard 6-month initial probationary period.

Required Wastewater Licenses and Certifications:

- Class A commercial driver's license at hire or within 1 year of hire
Note: those who do not possess a class A license at hire will be placed on a 1-year initial probation, instead of the standard 6-month initial probationary period.
- Forklift Certification within 6 months of hire
- Traffic Control Certification within 6 months of hire
- CWEA CSM Grade I certification at hire or within 1 year of hire
Note: those who do not possess CSM I certification at hire will be placed on a 1-year initial probation, instead of the standard 6-month initial probationary period.
- Confined space certification at hire or within 6 months of hire.

Physical Demands:

- Walking: Moves about on foot often through uneven terrain.

UTILITY WORKER I

- Carrying: Transports objects by holding them in hands or arms.
- Hands/Arms: Signals equipment operator; operates equipment, hand and power tools.
- Handling: Seizes, holds or works with hands.
- Lifting: Raises or lowers pumps, bags of concrete, fittings, meters/meter boxes and lids, flanges, tampers, blacktop, jackhammers, valves, valve keys, tools, plants, trees, trash bins, assorted debris and related items.
- Reaching: Extends hands and arms in any direction.
- Stooping: Bends body downward and forward by bending at the knees or waist often while digging with a shovel or reading/maintaining meters.
- Climbing: In and out of equipment and trenches and confined spaces; ascends and descends ladders up to 50 feet in height.
- Vision: Reads work tickets, labels, MSDS on assorted chemicals, operates radio read computer and hand held CMT; and operates District equipment and vehicles.
- Talking: Communicates by radio and in person.
- Hearing: Hears well enough for safety in and around construction sites and to receive communication by radio and in person.
- Sitting: Sits in equipment and vehicles, often driving through rough terrain.
- Standing: Flags traffic for up to 9 hours per day.

Physical Strength:

- Lifting: 100 pounds daily; frequent exertion.

Environmental Conditions:

- Employee will spend a significant amount of time in or near potentially dangerous moving mechanical parts and equipment.
- Noise: Works in conditions with constant or intermittent noise.
- Temperature/Weather: Works outside with variations of temperature and weather.
- This position may include periodic to frequent disagreeable working conditions including fumes, odors, dusts, gases, hazardous chemicals, noise levels over 85 decibels, dirt, vibration, heat, cold, dampness, sun, rain; wildlife including bees, rats, snakes, and spiders; and rough terrain, overgrown vegetation, and poison oak. Sewage, wastewater solids.

Inner-District Transfers

Note: those who do not possess the required minimum certification and wish to transfer from collections to water or water to collections will be placed on a 1-year agreement to achieve the required certification for the department they transferred into.

Attachment E
Proposed Utility Worker 2
Job Description

UTILITY WORKER II

In addition to all duties of Utility Worker I:

Under the direction of a supervisor and crew leader, performs a variety of construction related tasks including the installation, maintenance, repair and operation of water mains, service lines, fire hydrants, valves, pumps, and motors used to collect, pump, distribute, treat, and store water, wastewater systems including lift stations, wet wells, dry wells, sewer lines, gravity and pressure sewer pipelines, manholes and reclaimed water lines.

Example of Duties:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Performs moderately difficult operation of light, medium and heavy construction equipment such as backhoes, skip loader, swing cab crane, skid steer, collections combination vehicle;
- Drives Class A/B CDL required vehicles and hauls large equipment and/or materials;
- As a member of a crew or in conformance with crew leader/supervisor, lays out tools, parts and materials in accordance with the demands of the job;
- Understands and follows District Sop's and engineering standards;
- Installs hydraulic and/or box shoring to specification;
- Detects on-the-job problems and seeks direction;
- Performs semi-skilled and skilled manual tasks with minimal supervision;
- Disassembles, inspects, determines damage, reoccurrence of similar failures and recommends improvements to preventative maintenance schedules, items of work, etc.;
- Develops maps for planned water shutoffs;
- Gives routine on-the-job training to co-workers;
- Advises co-workers on safety procedures;
- Notifies the crew leader/supervisor of safety hazards;
- Takes water samples and determines chlorine residuals;
- May be assigned to carry out scheduled work independently or with a helper;
- Sets up traffic control to meet county standards;
- Performs welding repairs on pipelines and maintains welding equipment, welds repairs or appurtenances to pressurized water mains;
- Performs Hot Taps on live water mains;
- Installs sewer laterals and makes connections at sewer gravity and force mains;
- Sets up and monitors confined space entries;
- Maintains lift stations-inspects pumps, alarms, telemetry, and pressure switches (floats and bubblers); checks flow lines, meters and data; repairs pumps; and maintains generators;
- Cleans sewer lines using a combination vehicle; flushes and vacuums wet wells to check the performance of pumps and electrical cables and look for areas of corrosion; inspects and maintains manholes;
- Performs manhole inspections and records conditions in the asset management system;
- Performs closed-circuit television (CCTV) pipeline checks and inspections;
- Sets up portable pumps to bypass lift stations and manholes during emergencies;

UTILITY WORKER II

- Monitors and responds to Lift Station and Sanitary overflow prevention alarms;
- Conducts smoke or dye testing in order to detect pipeline leaks;
- Maintains easements and performs weed abatement;
- Creates electronic work orders and inspection reports;
- Performs wastewater sampling to ensure that it meets standards;
- Prepares job sites and performs traffic control;
- Monitors grease disposals at all collection system lines and restaurants in the District;
- Cleans, maintains, and repairs wastewater equipment and cleans wastewater trucks;
- Supports other departments including water operations, system services, fleet, construction, and collections as needed;
- May perform basic maintenance tasks at District facilities and grounds; and
- Performs other duties as assigned.

Knowledge, Skills and Abilities Required:

- Standard water distribution or wastewater collection system construction, maintenance, service installation and repair practices, procedures and terminology;
- Knowledge of and ability to successfully shut off water mains and dewater for repair work;
- Standard methods and safety practices in trench excavation, shoring;
- Standard traffic control requirements;
- Moderately skilled operation of light and medium construction equipment;
- Ability to maintain, repair, and replace all types of water distribution and wastewater system equipment;
- Ability to read, interpret, and work from sketches, map books, blueprints, and specifications;
- Ability to perform accurate mathematical calculations;
- Ability to establish and maintain collaborative working relationships internally and externally;
- Ability to navigate and use GIS and Asset Management software; and
- Knowledge of the principles and methods of plumbing and hydraulics.

Education, Training and Experience:

- A high school diploma or GED;
- Minimum of two years of related work experience; and
- Experience in pipeline welding is preferred but not required.

UTILITY WORKER II

Required Water Licenses and Certificates:

- Forklift certification;
- Traffic control certification;
- Water Distribution Operator Grade II (D2) certification or higher; and
- Class A/B commercial driver's license; or Crane Operator License; or 6G Welding certification; or Backflow Certification; or NASSCO sewer manhole inspection certification or Collection System Maintenance Grade I certification (CSM 1).

Required Wastewater Licenses and Certifications:

- Forklift Certification within 6 months of hire;
- Traffic Control Certification within 6 months of hire;
- CWEA Collection System Maintenance Grade II certification (CSM 2) or higher;
- Class A/B commercial driver's license; and
- NASSCO sewer manhole inspection certification; or Crane Operator License; or 6G Welding Certification; or Backflow Certification or Water Distribution Operator Grade I (D1) certification.

Physical Demands:

- Walking: Moves about on foot often through uneven terrain.
- Carrying: Transports objects by holding them in hands or arms.
- Hands/Arms: Signals equipment operator; operates equipment, hand and power tools.
- Handling: Seizes, holds or works with hands.
- Lifting: Raises or lowers pumps, bags of concrete, fittings, meters/meter boxes and lids, flanges, tampers, blacktop, jackhammers, valves, valve keys, tools, plants, trees, trash bins, assorted debris and related items.
- Reaching: Extends hands and arms in any direction.
- Stooping: Bends body downward and forward by bending at the knees or waist often while digging with a shovel or reading/maintaining meters.
- Climbing: In and out of equipment and trenches and confined spaces; ascends and descends ladders up to 50 feet in height.
- Vision: Reads work tickets, labels, MSDS on assorted chemicals, operates radio read computer and hand held CMT; and operates District equipment and vehicles.
- Talking: Communicates by radio and in person.
- Hearing: Hears well enough for safety in and around construction sites and to receive communication by radio and in person.
- Sitting: Sits in equipment and vehicles, often driving through rough terrain.
- Standing: Flags traffic for up to 9 hours per day.

Physical Strength:

- Lifting: 100 pounds daily; frequent exertion.

Environmental Conditions:

UTILITY WORKER II

- Employee will spend a significant amount of time in or near potentially dangerous moving mechanical parts and equipment.
- Noise: Works in conditions with constant or intermittent noise.
- Temperature/Weather: Works outside with variations of temperature and weather.
- This position may include periodic to frequent disagreeable working conditions including fumes, odors, dusts, gases, hazardous chemicals, noise levels over 85 decibels, dirt, vibration, heat, cold, dampness, sun, rain; wildlife including bees, rats, snakes, and spiders; and rough terrain, overgrown vegetation, and poison oak. Sewage, wastewater solids.

Inner-District Transfers

Note: those who do not possess the required minimum certification and wish to transfer from collections to water or water to collections will be placed on a 1-year agreement to achieve the required certification for the department they transferred into.

Attachment F
Proposed Utility Worker 3
Job Description

UTILITY WORKER III

In addition to all duties of Utility Worker II:

Under the direction of a Supervisor and Crew Leader, performs a variety of construction related tasks including the installation, maintenance, repair and operation of water mains, service lines, fire hydrants, valves, pumps, and motors used to collect, pump, distribute, treat, and store water, wastewater systems including lift stations, wet wells, dry wells, sewer lines, gravity and pressure sewer pipelines, manholes and reclaimed water lines. May supervise crew members in the absence of the crew leader.

Example of Duties:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Performs skilled operation of light, medium and heavy construction equipment such as backhoes, skip loader, swing cab crane, skid steer, collections combination vehicle;
- Drives Class A/B CDL required vehicles and hauls large equipment and/or materials;
- As a member of a crew or in conformance with crew leader/supervisor, lays out tools, parts and materials in accordance with the demands of the job;
- Understands and follows District Sop's and engineering standards;
- Installs hydraulic and/or box shoring to specification;
- Detects on-the-job problems and determines remedies or seeks direction;
- Develops maps for planned water shutoffs;
- Understands how to shut off water mains and dewater for repair work;
- Investigates causes of valve failure and remedies during shutdowns;
- Performs skilled manual tasks with minimal supervision;
- Disassembles, inspects, determines damage, reoccurrence of similar failures and develops improvements to preventative maintenance schedules, items of work, etc.;
- Gives routine on-the-job training to co-workers;
- Enforces safety procedures;
- Notifies the crew leader/supervisor of safety hazards;
- Takes water samples and determines chlorine residuals;
- May be assigned to carry out scheduled work independently or with a helper;
- Sets up traffic control to meet county standards;
- Performs welding repairs on pipelines and maintains welding equipment, welds repairs or appurtenances to pressurized water mains,
- Performs Hot Taps on live water mains,
- Installs sewer laterals and makes connections at sewer gravity and force mains;
- Sets up and monitors confined space entries;
- Maintains lift stations-inspects pumps, alarms, telemetry, and pressure switches (floats and bubblers); checks flow lines, meters and data; repairs pumps; and maintains generators;
- Cleans sewer lines using a combination vehicle; flushes and vacuums wet wells to check the performance of pumps and electrical cables and look for areas of corrosion; inspects and maintains manholes;

UTILITY WORKER III

- Performs manhole inspections and records conditions in the asset management system;
- Installs and maintains wastewater systems, control valves, valves, hydraulics, pumps, and force mains/gravity systems;
- Basic understanding of Fats, Oil, and Grease (FOG) Program requirements;
- Performs closed-circuit television (CCTV) pipeline checks and inspections;
- Sets up portable pumps to bypass lift stations and manholes during emergencies;
- Monitors and responds to lift station and sanitary overflow prevention alarms;
- Conducts smoke or dye testing in order to detect pipeline leaks;
- Maintains easements and performs weed abatement;
- Creates electronic work orders and inspection reports;
- Performs wastewater sampling to ensure that it meets standards;
- Prepares job sites and performs traffic control;
- Monitors grease disposals at all collection system lines and restaurants in the District;
- Cleans, maintains, and repairs wastewater equipment and cleans wastewater trucks;
- Supports other departments including Water Operations, System Services, Fleet, Construction, and Collections as needed;
- May perform skilled maintenance tasks at District facilities and grounds; and
- Other duties as assigned.

Knowledge, Skills and Abilities Required:

- Advanced water distribution and wastewater collection system construction, maintenance, service installation and repair practices, procedures and terminology;
- Trenching and shoring and confined space procedures including the use of air and gas monitors;
- Advanced traffic control requirements;
- Ability to safely and skillfully operate hand tools and use personal protective equipment;
- Skilled operation of light and medium construction equipment;
- Ability to maintain, repair, and replace all types of water distribution and wastewater system equipment with minimal direction;
- Ability to read, interpret, and work from sketches, map books, blueprints, and specifications;
- Ability to perform accurate mathematical calculations;
- Ability to establish and maintain collaborative working relationships internally and externally;
- Ability to navigate and use GIS and asset management software;
- Ability to keep records and prepare reports using a PC and/or tablet;
- Ability to exercise independent judgment and initiative within established guidelines;
- Proficiency in Word, Excel, Outlook, and the Internet;
- Knowledge of Cal-OSHA and OSHA standards, Safety Data Sheets, the principles of safe storage and usage of chemicals, EPA Regulations, and work safety standards;
- Knowledge of wastewater discharge requirements and Sewer System Management Plan (SSMP) Order #2006-0003;
- Ability to independently operate the wastewater SCADA system, troubleshoot problems and failures, recognize dangerous conditions, and respond appropriately;

UTILITY WORKER III

- Ability to read, interpret, and analyze data including sewer flow trends;
- Knowledge of Cla-Val type control valve repair and maintenance practices;
- Knowledge of backflow devices and cross connection principles;
- Knowledge of preventative maintenance practices and procedures related to water and wastewater systems;
- Knowledge of work safety standards related to traffic control, confined space entry, trenching, and shoring, and welding; and
- Knowledge of water systems, water hydraulics, pressure zone analysis and shutdown and highline processes.

Education, Training and Experience:

- A high school diploma or GED
- Minimum of three years of related work experience in water or wastewater

Required Water Licenses and Certificates:

- Forklift Certification
- Traffic Control Certification
- Possession of certification as a SWRCB Water Distribution Operator Grade III (D3) or higher or SWRCB Water Distribution Operator Grade II (D2) and CWEA CSM Grade II
- Class A/B commercial driver's license or Crane Operator License or 6G Welding Certification or Backflow Certification or CWEA CSM Grade II

Required Wastewater Licenses and Certifications:

- Forklift Certification within 6 months of hire
- Traffic Control Certification within 6 months of hire
- CWEA CSM Grade III certification(CSM3) or higher or CWEA CSM Grade II and SWRCB Water Distribution Operator Grade II (D2)
- Class A/B commercial driver's license
- NASSCO manhole, lateral and pipeline, inspection certification
- Certificate as a "competent person" in confined space entry and rescue
- Crane Operator License or 6G Welding Certification or Water Distribution Operator Grade II (DII) or Backflow Certification

Physical Demands:

- Walking: Moves about on foot often through uneven terrain.
- Carrying: Transports objects by holding them in hands or arms.
- Hands/Arms: Signals equipment operator; operates equipment, hand and power tools.
- Handling: Seizes, holds or works with hands.
- Lifting: Raises or lowers pumps, bags of concrete, fittings, meters/meter boxes and lids, flanges, tampers, blacktop, jackhammers, valves, valve keys, tools, plants, trees, trash bins, assorted debris and related items.

UTILITY WORKER III

- Reaching: Extends hands and arms in any direction.
- Stooping: Bends body downward and forward by bending at the knees or waist often while digging with a shovel or reading/maintaining meters.
- Climbing: In and out of equipment and trenches and confined spaces; ascends and descends ladders up to 50 feet in height.
- Vision: Reads work tickets, labels, MSDS on assorted chemicals, operates radio read computer and hand held CMT; and operates District equipment and vehicles.
- Talking: Communicates by radio and in person.
- Hearing: Hears well enough for safety in and around construction sites and to receive communication by radio and in person.
- Sitting: Sits in equipment and vehicles, often driving through rough terrain.
- Standing: Flags traffic for up to 9 hours per day.

Physical Strength:

- Lifting: 100 pounds daily; frequent exertion.

Environmental Conditions:

- Employee will spend a significant amount of time in or near potentially dangerous moving mechanical parts and equipment.
- Noise: Works in conditions with constant or intermittent noise.
- Temperature/Weather: Works outside with variations of temperature and weather.
- This position may include periodic to frequent disagreeable working conditions including sewage, wastewater solids, fumes, odors, dusts, gases, hazardous chemicals, noise levels over 85 decibels, dirt, vibration, heat, cold, dampness, sun, rain; wildlife including bees, rats, snakes, and spiders; and rough terrain, overgrown vegetation, and poison oak.

Inner District Transfers

Note: those who do not possess the required minimum certification and wish to transfer from collections to water or water to collections will be placed on a 1-year agreement to achieve the required certification for the department they transferred into.

Attachment G
Proposed Chief Plant Operator
Job Description

CHIEF PLANT OPERATOR

DEFINITION

Under the general direction of the ~~Assistant General Manager~~ Operations Manager, performs management level duties to plan, organize and supervise a staff of wastewater treatment plant personnel; to inspect, monitor and operate complex wastewater treatment, collection, maintenance and disposal equipment necessary to maintain safe standards throughout the system; to plan, organize and supervise the activities of the laboratory section; participates actively in the Operations Management team; and performs related work as required.

CLASS CHARACTERISTICS

~~Positions in this class are responsible for the supervision of plant operation, and laboratory personnel and the day to day implementation of the District wastewater treatment and disposal system. Positions in this class are distinguished from that of Plant Operator in that the incumbents supervise, inspect and assign work to all wastewater personnel. Positions in this class perform work which has variation and which allows or requires a limited range of choice in the application of defined methods or procedures.~~

EXAMPLES OF DUTIES

- ~~• Schedules and supervises wastewater plant personnel;~~
- Supervises, trains and evaluates the performance of wastewater plant staff; operators and plant supervisory personnel;
- Recommends selection, promotion and discipline of personnel;
- Counsels employees; ~~and processes informal and formal grievances;~~
- Establishes standards of performance;
- Prepares work schedules and work assignments;
- Checks and corrects work in progress and upon completion;
- Evaluates technical processes and support systems assuring compliance with the NPDES discharge and recycled water permits;
- Is responsible for the operational recycled water function;
- Develops new and or revises existing operating procedures; ~~and submits for approval to the Assistant General Manager;~~
- Completes reports required by District, County and State;
- Inspects, monitors, makes adjustments and controls the more complex treatment and disposal equipment, including switches, valves, meters, gauges and controllers;
- Assists others in the operation of treatment and disposal equipment;
- Replaces chlorine tanks as needed;
- Starts and stops pumps;
- Takes readings from meters and gauges;
- Adjusts chlorination injectors as needed to maintain chlorine residual of discharged effluent and recycled water under varying flow quantities;
- Checks tanks and distribution points for chlorine residuals and recycled water turbidity;
- Operates Clayton automatic pressure reduction valves;
- Checks tanks and pipes for leaks and wear;
- Checks motors and pumps for vibration;
- Operates hand and portable power tools when making emergency repairs;

- Reads and logs meters at each site;
- Makes adjustments to power loads in order to maximize efficiency of flow rate and exit pressure to electricity needed to produce the desired rate and pressure;
- Responds to emergencies for plant, pump stations and collection system;
- Makes operational adjustments based on laboratory results, reporting such results and/or problems to ~~the Operations Manager~~ Assistant General Manager;
- Communicates necessary information to operations and maintenance personnel regarding test results;
- Maintains and updates quality assurance manual, laboratory hygiene plan and industrial waste records, inspections, and reports, providing the required documentation;
- Lubricates motors and pumps;
- Receives on the job training to perform qualified, specific tasks on de-energized high-voltage circuits, and energized or de-energized low-voltage circuits;
- Drives District vehicles, participates in plant public relations tours;
- Ensures that projects are completed within cost and time constraints;
- Prepares cost estimates and estimates of job material and equipment; and
- Performs related work as required.

QUALIFICATIONS

Knowledge of:

- Operating concepts and complex, multi-faceted secondary and tertiary wastewater systems;
- Principles of supervision;
- Specific user agreements between District and recycled water users;
- All wastewater and recycled water discharge permit conditions issued by regulatory agencies having jurisdiction, including but not limited to, the California Regional Water Quality Control Board, San Diego Region, and state and local health departments;
- Operating principles of pumping equipment, associated motors and high voltage power systems;
- Operations record keeping procedures;
- The operation, capabilities, limitations, interrelationships and operating procedures of the District potable and non-potable water distribution systems;
- Variety of valves;
- Advanced mathematics applicable to the water/wastewater works trade;
- The operation of chlorinators and the safe handling of chlorine cylinders;
- Tools, equipment and methods used in the repair in the maintenance of pumps, valves and pipeline equipment;
- English usage, oral and written;
- Safety precautions pertaining to the work: operation of electrical and mechanical equipment, pumps and motors, laboratory, confined space, etc.;
- Principles of hydrology and hydraulics;
- Control of effluent flow and pressures through gravity and pumping equipment;
- Theory and principles of electrically driven pumps, their output relative to their type and electrical power consumption;
- Methods of wastewater collection, treatment and disposal;
- Methods of chlorination, recycled water purification and testing;

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- Wastewater system pressure maintenance;
- Methods for monitoring industrial users and conducting inspections;
- Laboratory methods, materials, tools, and equipment;
- All current permits (NPDES, recycled water, etc.);
- All applicable laboratory regulations and reporting requirements for Federal, State and local agencies; and
- Computer software programs (word processing, spreadsheet, database).

Ability to:

- Schedule and assign wastewater treatment and disposal operations work;
- Perform advanced-level water/wastewater systems operation work in the operation of wastewater and recycled water conveyance and distribution system;
- Analyze and evaluate laboratory samples for process control and permit compliance;
- Recognize unusual or dangerous operating conditions and take rapid appropriate action;
- Monitor and control treatment plant, laboratory and lift station operations;
- Maintain accurate logs and records;
- Perform mathematical calculations related to the position;
- Troubleshoot wastewater, collection, treatment, disposal, laboratory and recycled water distribution system problems which require in depth understanding of the systems;
- Exercise judgment in determining necessary wastewater retention capacity levels;
- Predict effect of weather on recycled water and wastewater levels and distribution rates;
- Interpret Recycled Water Agreements between the District and recycled water customers;
- Use tools and make repairs to pumps, valves and motors;
- Make accurate inspections of operating equipment, and assess the operational condition of the wastewater and recycled water equipment;
- Make adjustments to equipment in response to recycled water demand and supply;
- Make adjustments to complex recycled water purification equipment to meet pre-set standards;
- Assist with industrial waste inspections;
- Read and write at a level sufficient for job success;
- Prepare written reports and cost estimates;
- Operate a personal computer/computer remote terminal;
- Maintain logs and records;
- Give safety presentations to plant and collections system employees;
- Write legibly;
- Understand and carry out oral and written instructions;
- Operate a vehicle observing legal and defensive driving practices; and
- Establish and maintain effective relationships with those contacted in the course of work.

LICENSES AND CERTIFICATION

- Possession of a valid and appropriate California driver's license;
- Possession of valid certification as a certified Wastewater Treatment Operator, Grade IV, or higher, by the State of California State Water Resources Control Board;
- Possession of Grade I Laboratory Technologist by California Water Environment Association;

- Possession of Water Treatment Operator, Grade I (T1), [or higher](#), by the State of California;
- Possession of a certificate of achievement or associates degrees in wastewater technology is highly desirable;
- Possession of certification in mechanical technology, industrial waste inspection, and collections system maintenance is highly desirable.

TRAINING AND EXPERIENCE

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position. A typical qualifying entrance background is five years' experience in wastewater treatment, collection, maintenance and disposal where supervision of others is evident; and completion of coursework in wastewater technology, supervision and safety; OR three years' experience at or equivalent to the level of ~~Plant Operator III~~ [Lead Plant Operator](#) in the Fallbrook Public Utility District from which the incumbent has acquired the knowledge and abilities listed above

PHYSICAL DEMANDS

- Walking: Moves about on foot often through uneven terrain.
- Carrying: Transports objects by holding them in hands or arms.
- Handling: Seizes, holds or works with hands, specifically operating valves, adjusting control knobs, hand and power tools, computer, and calculator.
- Lifting: Mechanically raises or lowers chlorine cylinders.
- Reaching: Extends hand and arms in any direction.
- Stooping: Bends body downward and forward by bending at the knees or waist.
- Climbing: Ascends and descends ladders up to 50 feet in height.
- Vision: Reads work tickets, meter dials, reservoir levels, data sheets, video messages, scales and gauges and operates District vehicles.
- Sitting: Drives through rough terrain and sits in District vehicles or at computer station for up to four hours per day.
- Talking: Communicates by radio and in person.
- Hearing: Hears well enough to receive communication by radio and in person.

PHYSICAL STRENGTH

- Lifting: Up to 50 pounds; infrequent exertion.
- Dragging: Up to 100 pounds of dead weight.

ENVIRONMENTAL CONDITIONS

Noise: Works in conditions with constant or intermittent noise.

Temperature/Weather: Works outside with variations of temperature and weather.

SALARY RANGE

45 = WWTP0 IV, T1 & LT I

46 = WWTP0 IV, T~~1~~₂ & LT~~I~~

Attachment H
Proposed Equipment Mechanic
Job Description

EQUIPMENT MECHANIC

DEFINITION

Under supervision of the System Service/Shop Supervisor, to inspect, diagnose and repair both gasoline and diesel powered automotive, truck, tractor and a variety of other power drive equipment; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class are characterized by vehicle and equipment maintenance tasks requiring full journey-level experience. Incumbents are expected to work as assigned by the Equipment Technician in conducting major and minor repairs on most engines and equipment. Incumbents are also required to diagnose a wide variety of mechanical problems on wheeled and track vehicles.

EXAMPLES OF DUTIES

- Performs preventive maintenance and major repairs on automotive and diesel equipment including cars, trucks, tractors, bulldozers, graders and grounds maintenance equipment;
- Replaces and adjusts components such as carburetors, fuel pumps, distributors, hydraulic cylinders, valve controls, generators, bearings and gears;
- Diagnoses electrical problems and repairs batteries, alternators and ignition systems;
- Checks, cleans, adjusts and replaces breaker points and spark plugs;
- Diagnoses, repairs and replaces transmissions, clutch assemblies, differentials and drive shafts;
- Adjusts and replaces brake shoes, pads and linings;
- Performs engine tune-ups;
- Conducts front-end repairs on steering linkages, gearboxes and power steering pumps;
- Replaces water pumps and hoses;
- Services vehicles with oil, grease, water and hydraulic fluids;
- Carries out a variety of preventive maintenance inspection and servicing tasks;
- May order and pick up parts and materials;
- Performs electric and acetylene welding and fabricating work;
- Participates in major repair, modification and rebuilding projects;
- Conducts emergency repairs on vehicles in the field;
- Maintains accurate work, time and material records; and
- Performs related work as required.

QUALIFICATIONS

Knowledge of

- Tools, equipment and procedures used in the overhaul, repair and adjustment of automotive, truck, tractor and other power-driven equipment;
- The operation and care of internal combustion engines and their components;
- Hydraulic valves and controls, hydraulic and air brake systems, electronic ignition and computer command systems;
- Uses of equipment shop tools and equipment;

EQUIPMENT MECHANIC

- Methods used in electric-arc and acetylene welding;
- Safe work practices.

Ability to:

- Inspect automotive and other power-driven equipment to locate and diagnose malfunctions;
- Perform minor and major mechanical repairs on District equipment;
- Use a variety of tools with skill and safety;
- Maintain accurate shop and repair records;
- Understand and carry out oral and written directions;
- Establish and maintain cooperative working relationships with those contacted in the course of work.

LICENSES AND CERTIFICATION

- Possession of a valid Class A California driver's license with appropriate endorsements; [and](#)
- [Crane certification.](#)

TRAINING AND EXPERIENCE

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position. A typical qualifying entrance background is journey-level experience performing general automotive diagnostics and repair work.

PHYSICAL DEMANDS

Walking:	Moves about on foot often through uneven terrain.
Carrying:	Transports objects by holding them in hands or arms.
Hands/Arms:	Signals equipment operator; operates equipment, hand and power tools.
Handling:	Seizes, holds or works with hands.
Lifting:	Raises or lowers miscellaneous automotive and equipment parts and tools.
Reaching:	Extends hands and arms in any direction.
Stooping:	Bends body downward and forward by bending at the knees or waist.
Standing:	Remains in standing position if required for certain repair or maintenance work.
Climbing:	In and out of equipment.
Vision:	Reads work tickets, discerns colors, operates District equipment and vehicles.
Talking:	Communicates by radio and in person.
Hearing:	Hears well enough to discern mechanical problems, for safety in and around construction sites and shop, and to receive communication by radio and in person.

EQUIPMENT MECHANIC

Sitting: Sits in equipment and vehicles.
Laying: Lays in prone position under vehicles and equipment.

PHYSICAL STRENGTH

Lifting: Up to 100 pounds daily; frequent exertion.

ENVIRONMENTAL CONDITIONS

Noise: Works in conditions with constant or intermittent noise.

Temperature/Weather: Works outside and in open shop with variations of temperature and weather.

This position may include periodic to frequent disagreeable working conditions including noise, dirt, fumes, vibration, heat, cold, dampness and hazardous chemicals.

PROTECTIVE DEVICES REQUIRED

Hard hat, gloves, safety shoes, District uniform, respirator, hearing protection, safety glasses, welding hood, leather welding jacket, cutting goggles, chemical suits and seat belt.

SALARY RANGE

25

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: May 16, 2022
SUBJECT: MOU Revisions

Purpose

To obtain approval for the proposed revisions to the FPUDEA and FMEA memorandums of understating (MOU).

Summary

Staff engaged association representatives in reviewing all proposed revisions, both as a matter of “clean up” of some existing language and the addition/deletion of other terms as agreed upon in the final tentative agreements reached as a result of the recent MOU negotiations process.

Budgetary Impact

There is no budgetary impact beyond that which was identified previously as part of the negotiations process.

Recommended Action

Staff recommends approving the revisions to the MOU.

Attachment A
Proposed Revisions to
FPUDEA MOU

MEMORANDUM OF UNDERSTANDING

between the

FALLBROOK PUBLIC UTILITY DISTRICT

and the

**FALLBROOK PUBLIC UTILITY DISTRICT
EMPLOYEES' ASSOCIATION**

July 1, 2019~~22~~ through June 30, 20227

MOU BETWEEN FPUD AND FPUDEA

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ARTICLE 1. GENERAL

SECTION 1 - PURPOSE

This agreement recognizes the Fallbrook Public Utility District Employees' Association (FPUDEA) bargaining unit representatives as the majority representative of all regular, non-management, employees of the Fallbrook Public Utility District (FPUD) and represents the unit for matters within the scope of meet and confer. The bargaining unit representatives accept the duty of fair representation in meet and confer and under this agreement.

SECTION 2 – SCOPE

Meet and confer is limited to wages, hours, and other terms and conditions of employment, and shall not include any items not covered by this agreement or adopted by reference in this agreement or any subject preempted by federal or state law. Amendments to this agreement that are within the scope of meet and confer shall require prior meet and confer between the bargaining unit representatives and the District.

SECTION 3 – GENERAL PROVISIONS

A. ASSOCIATION RECOGNITION

1. FPUD formally recognizes FPUDEA as the representative for all employees in non-exempt classifications.
2. The Association may designate a maximum of 7 total representatives. The District will recognize as representatives only those persons designated on the most recent list furnished by the Association.
3. The District shall grant a representative reasonable release time when, at the request of an employee, the representative is investigating an alleged grievance and assisting in its written preparation and presentation.

B. CONSTRUCTION

In interpreting the language of this MOU, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. DISTRICT RIGHTS

The rights of the District include, but are not limited to the exclusive right to determine the mission of its departments, commissions, committees, and boards; set standards of service;

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determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; set work schedules; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

D. NEW EMPLOYEE NOTIFICATION

Pursuant to AB 119, the District will provide the Association with the name, job title, department, work location, personal email addresses, home address and work, home, and personal cell numbers of new employees within 30 days of hire or the first pay period of the month after hire.

The District will also provide the Association with this information for all employees it represents at least every 120 days; however, employees do have the ability to opt out, in writing, of the disclosure of their home address, home telephone number, personal cell number and personal email address on file.

Additionally, the District will provide the Association with 10 days' advance notice of any scheduled new-employee orientation.

ARTICLE 2. DURATION OF AGREEMENT

This MOU is entered into by Fallbrook Public Utility District (FPUD) and the Fallbrook Public Utility District Employees' Association (FPUDEA), as a mutual recommendation to the Board of Directors of FPUD of those wages, hours, and conditions of employment which are to be in effect at 12:00 a.m. on July 1, ~~2019-2022~~ and will terminate at 11:59 p.m. on June 30, ~~2022~~2027.

At the expiration of this MOU, in whole or in part and in the absence of a new MOU, FPUDEA and the District agree to continue operating under the provisions of this MOU until such time as a new MOU is reached.

ARTICLE 3. WAGES

SECTION 1 – WAGE INCREASES

Cost of living adjustments (COLA) during the five-year term shall be as follows:

- A. 5% effective the first pay period which includes July 1, 2022
- B. Starting July 1, 2023, through the end of the contract term, annual COLAs shall be tied to the published Bureau of Labor Statistics, San Diego Region Consumer Price Index (CPI) for the 12-month period ending with March. The COLA will be no less than 1% and no more than 5%. This means that no COLA over the course of this contract shall be below 1% or above 5%, regardless of CPI data. For example, if the 2023 CPI data shows a .5% annual inflation rate, the COLA for July

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~~2023 shall be 1%. However, if the 2023 CPI data shows a 6.3% annual inflation, the COLA for July 2023 shall be capped at 5%.~~

~~Wages shall increase by 2% effective the beginning of the pay period which includes July 1, 2019.~~

~~Wages shall increase by 2.5% effective the beginning of the pay period which includes July 1, 2020.~~

~~Wages shall increase by 3% effective the beginning of the pay period which includes July 1, 2021.~~

SECTION 2 - ADJUSTMENTS

~~Based on the total compensation survey data, all non-management employees employed in the pay period that includes July 1, 2022 shall be placed at the salary step of the salary range/grade and market median range of the new salary table that is closest to their salary in effect at the time.~~

~~The Executive Assistant/Board Secretary, Lead Plant Operator, Purchasing/Warehouse/Fleet Supervisor, and Utility Technician positions that are more than 15% below their respective market median shall also receive a one-step or 2.5% increase.~~

~~Non-management employees who receive an additional 2.5% "Optional Certification Pay," which will be eliminated, shall have the additional 2.5% included in their salary that will be used to determine their appropriate step placement within the new pay range of the updated salary table.~~

~~Effective the first pay period which includes July 1, 2019, each step within the pay range for the following positions will be increased an additional 3%: GIS Coordinator, Utility Technician, and Systems Operator I/II.~~

SECTION 3 - SALARY SURVEY

~~A salary survey will be conducted by a third-party consultant in fiscal year 2021/2022 and the results will be shared with bargaining unit representatives as soon as practicable, ahead of the start of negotiations for a successor MOU. The District agrees to work in good faith with Association representatives in establishing comparator agencies and benchmark positions to be used in the salary survey.~~

SECTION 43 - SALARY SCHEDULE

- A. The District's salary schedule includes 10 steps (A-J) within each range.
- B. Employees are eligible for their first salary step increase upon completion of 1 year of employment and an overall rating of at least a "meets ~~requirements~~ expectations" on their

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first annual performance evaluation. Employees are eligible to receive subsequent step increases with each of their annual performance evaluations until they reach the top step of their position's range.

1. An employee who receives an overall rating of "does not meets" on their annual performance evaluation is not eligible for a salary-step increase.
2. ~~An employee shall receive a one-step salary increase (e.g. A to B) for an overall annual performance evaluation rating of "meets requirements."~~
Merit increases tied to a non-management employee's annual performance evaluation overall rating shall be as follows:
 - o Meets Expectations = 2.5%, one-step, increase
 - o Above Expectations – 2.5%, one-step, increase, plus a one-time performance bonus annually of \$1,500
 - o Exceeds Expectations – 5%, two-step, increase
3. ~~A supervisor may recommend to the~~The General Manager ~~_must authorize that~~ an employee's ~~receive a~~ two-step salary increase for an overall annual performance evaluation rating of "exceeds ~~requirements~~expectations" before the performance evaluation is finalized and given to the employee.
4. ~~The General Manager is authorized to grant exceptions to the above step increase requirements for exceptional meritorious performance~~
If a non-management employee is at their maximum salary step (J), they shall be eligible for a one-time payment (annually) for an overall performance evaluation rating of above or exceeds expectations, as follows:
 - o \$2,500 performance bonus for above expectations
 - o \$3,500 performance bonus for exceeds expectations
5. A performance bonus is considered reportable compensation to CalPERS for Classic employees only; PEPRA employees may still receive the performance bonus, but it will not be reported to CalPERS.

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ARTICLE 4. SERVICE

SECTION 1 - FILLING OF VACANT POSITIONS

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Whenever a vacancy in a new or existing position occurs, preference in filling it shall be given to existing qualified District employees whenever possible.

- A. An employee promoted to a position with a higher pay range, but not within a position series (i.e., designated by "I/II/III", such as utility worker I/II) shall be placed at the salary step within the higher pay range that results in the employee receiving no less than a 5% increase in the employee's base hourly rate.

- 1. For example, an employee promoted from a position at pay range 30, step B, to a position at pay range 31, shall be placed at step C of pay range 31, which is a 5% increase.

- B. An employee is eligible for promotion within a position series (e.g. utility worker I to utility worker II) upon achieving the necessary certification/education/experience requirements as stated in the position's job description.

- 1. These types of promotions occur with an employee's annual performance evaluation and their placement in the higher pay range shall be granted as described in Article 3. Section 4-B.

SECTION 2 - PROBATIONARY PERIOD

- A. All new-hires shall serve an initial probationary period of 6 months; however, a supervisor may, with approval of the General Manager, require an extension of an employee's initial or promotional probationary period not to exceed 12 months total.
- B. During the initial probationary period, the employee may be rejected at any time, without the right to appeal. Upon successfully completing the initial probationary period, employees achieve regular employment status.
- C. Current District employees promoted to another position outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II) shall serve a promotional probationary period of not less than 6 months. A promoted employee rejected during their promotional probationary period shall be reinstated to the position from which he/she was promoted, unless he/she is terminated for cause from the District.

SECTION 3 – NEPOTISM

The hiring of a current District employee's relative is not permitted without the approval of the General Manager. A relative may only be hired if they do not work in the same department, they are not under the direct or indirect supervision of the other, and neither occupies a position

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which has influence over the other's employment, promotions, or salary administration. A relative is defined as a spouse, parent, child, sibling, grandparent, aunt/uncle, niece/nephew, cousin, mother/father-in-law, brother/sister-in-law, and domestic partners.

SECTION 4 – PERFORMANCE EVALUATIONS

- A. New employees will receive their first performance evaluation at 6 months; the second at the completion of 1 year; and each year thereafter on their employment anniversary date.
- B. If an employee is promoted to a job outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II), their performance evaluation date will become the date of their promotion.
- C. An employee may appeal an overall performance rating of “does not meet [requirements/expectations](#)” to the General Manager. This appeal is not part of the grievance process and the decision of the General Manger is final.
- D. If an employee’s performance evaluation is more than 30 days overdue, the employee’s step increase, if applicable, shall be granted, retroactive to the date following the end of the evaluation rating period, pending their supervisor’s completion of the performance evaluation; however, it is also the employee’s responsibility to notify human resources if/when they do not receive their performance evaluation by the due date.
- E. ~~The District agrees to work jointly, in good faith, with Association representatives in revising the performance evaluation form and process.~~
[If an employee is on a leave of absence in excess of four continuous weeks, their performance evaluation date will be extended for the same amount of time as the leave that was in excess of four weeks and that date will remain the annual performance evaluations date.](#)

Commented [LC1]: Taken from previous personnel regs and current practice

SECTION 5 - CERTIFICATIONS & PROFESSIONAL MEMBERSHIPS

A. REQUIRED CERTIFICATIONS

Certification requirements are shown at the end of each job description.

1. If an employee is initially hired at a “no certification” range as indicated in their job description, they will not be allowed to remain at the “no certification” range indefinitely.
 - a. Upon hire, an employee hired at a “no certification” range will be provided with an employment agreement that clearly outlines the specific certification requirements of their position.

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b. The employee's supervisor shall provide the employee with the information and training to prepare for the necessary certification exam/s.

c. If the employee does not successfully achieve the minimum level of certification, beyond the "no certification" range, as required of their position, they will be subject to disciplinary action.

2. Once an employee receives a required ~~and/or "other"~~ certification of a higher range, as indicated in their job description, they will be moved to their same step within the higher range, resulting in a 2.5% increase.

a. ~~a.~~ For example, an employee who is at range 16, step A, of the utility worker I position currently possesses a D1 certification, as required for range 16. Once this employee receives a class A driver's license, as required, along with a D1 certification, for range 17, they will be moved to step A of range 17.

b. If an employee receives a required certification of a higher series position (e.g., utility worker II), they will be eligible to move to the higher position at their next scheduled annual performance evaluation.

3. If an employee fails to maintain the required certification/s for their position, they will be subject to disciplinary action.
4. The District will reimburse employees for the cost of exams for certifications required of their position, as specifically stated in their job description.
5. The District will reimburse employees for the cost of exam for certifications that are not required of their but are determined by the General Manager to be relative to their job duties/responsibilities.
6. If an employee does not successfully pass a certification exam within the first 2 attempts, the employee will be responsible for covering the cost/s for any additional attempts at passing the exam.
7. Certification renewal fees will be paid by the District; however, employees are responsible for any late fees incurred.

B. OPTIONAL CERTIFICATIONS

The 2.5% "Optional Certification Pay" shall be eliminated. The District will work with the association to develop a list of all possible qualifying additional certifications based on certain job descriptions. The District's non-management job descriptions shall be updated to reflect the removal of all "other" certifications from the positions' respective pay range.

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~~Employees in positions that do not require specific or "other" certification/s as listed in their job description, are eligible, upon the General Manager's approval, to receive an additional 2.5% certification pay for as long as they possess a valid certification.~~

~~1. Employees are only eligible for 2.5% certification pay, whether they have one or more optional certifications.~~

- C. Membership fees for certification and/or professional associations, as approved by the General Manager, will be paid by the District.
- D. Continuing education unit fees will be paid by the District and District time will be made available for the training of employees whose classifications require distribution and treatment certification. In-house training required by the State for continuing education units will be on District time and paid by the District for all certifications.
- E. District approved training required by the State for continuing education units will be on District time and paid by the District for required certifications (e.g., D1 or D2), as stated specifically in their job descriptions or as determined by the General Manager to be related to their job duties/responsibilities.

F. CONTINUING EDUCATION BONUS

~~When an employee receives an additional certification, based on the list of all possible qualifying additional certifications for their respective job description, or receives a college degree for those positions that do not require one, a one-time stipend bonus of \$1,000 shall be paid to the employee, upon General Manager approval.~~

~~F.~~

G. DRIVER'S LICENSE REQUIREMENT

The District shall reimburse employees for the difference in cost between a Class A or Class B driver's license and a Class C driver's license which the employee is required to obtain or renew during his/her term of employment.

The District will provide reasonable time to train for and obtain a Class A or Class B driver's license which is over and above what is necessary to obtain a Class C license.

Failure to pass a required Class A or Class B driver's license examination may result in reclassification, or if no other position is available, termination. The District shall also pay for the cost of mandatory physicals which are an employment requirement.

SECTION 6 - ~~LONGEVITY MERIT BONUS BILINGUAL PAY~~

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A non-management employee shall receive \$75.00 per pay period if they are bilingual (English/Spanish) and utilize both languages to communicate with the public.

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~~The General Manager is authorized to award a longevity merit bonus of 2.5% of current gross annual pay to an employee who meets the following eligibility requirements:~~

- ~~• Receives an overall "exceeds requirements" on their annual performance evaluation;~~
- ~~• Has completed ten years of uninterrupted employment with the District; and~~
- ~~• Is currently at step J of their pay range or, if applicable, is at the highest pay range and step within their current position series (e.g. Range 21, step J of Utility Worker II of the Utility Worker I/II position series).~~

SECTION 7 - OUT-OF-CLASS (OOC) PAY

When a supervisor/manager is going to be away from the office and unavailable for more than one day, he or she may request approval from the General Manager to have a qualified employee serve in an out-of-class assignment in the supervisor's/manager's absence.

The employee approved for an OOC assignment shall receive an additional 15% out-of-class pay.

An employee serving in a partial out-of-class pay assignment is only eligible to receive the additional 15% out-of-class pay provided for time actually worked, not . Employees will not receive out-of-class while on paid time off (e.g. vacation or sick leave) and/or for a District-observed paid holiday, unless they are called into work on a District-observed paid holiday.

Pursuant to Gov. Code 20630, an employee serving in a full out-of-class pay assignment shall receive the additional 15% out-of-class pay for all hours of compensation, including District-observed holidays, sick or vacation leave, industrial disability leave, and compensatory time off.

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ARTICLE 5. HOURS OF WORK

SECTION 1 – 9/80 SCHEDULE

The District's 9/80 work schedule has two alternating teams, "blue" and "gold" Supervisors will assign the employee to the team. All team changes will be approved by the General Manager.

Under the 9/80 schedule, assigned staff shall work, in any two week pay period, 8 weekdays (Monday - Thursday) for 9 hours each day, and 1 day (Friday) for 8 hours and off on the alternate Friday.

Some employees may not be eligible for the 9/80 work schedule due to District operational considerations, as determined by the supervisor and approved by the General Manager.

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An alternate work schedule may be considered by the General Manager for employees who prefer not to work the 9/80 schedule.

SECTION 2 - HOURS OF WORK

- A. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.
- B. Customer service (i.e. front counter) will be staffed accordingly to accommodate the hours open to the public, Monday through Friday, 8:00 a.m. - 5:00 p.m.

SECTION 3 - OVERTIME

- A. No employee may work non-emergency overtime without advance approval from their supervisor.
- B. Employees shall be paid one and one half times (1.5) their hourly rate of pay for all hours worked beyond their regularly scheduled hours in one work day.
 - 1. For example, an employee on a standard 9/80 schedule will receive overtime for hours worked beyond their regularly scheduled 9 hours on Monday through Thursday.
- C. An employee **not on standby** that is required to report to work to assist in emergency repairs after their regularly scheduled work hours shall receive a minimum of 3 hours of pay at 1.5 their hourly rate.
- D. An employee who is **not on standby** and is contacted by telephone for assistance between 6:00 a.m. and 9:00 p.m. shall be eligible for a minimum of 15 minutes or the actual length of the telephone call of overtime pay for each response. If the employee called is required to physically respond, there will be no compensation for the telephone call and regular call-out overtime rules shall apply.
- E. An employee who is **not on standby** and is contacted by telephone for assistance between 9 p.m. and 6 a.m. shall be eligible for a minimum of 30 minutes or the actual length of the telephone call of overtime pay for each response. If the employee called is required to physically respond, there will be no compensation for the telephone call and regular call-out overtime rules shall apply.
- F. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.

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- G. Vacation time, compensatory time (comp. time) and sick leave shall be included as time worked for the purpose of calculating overtime pay.
- H. An employee's time on "rest leave" does not count as time worked for the purpose of calculating overtime pay.

SECTION 4 – DOUBLE TIME

- A. An employee, required to report to work to assist in emergency repairs on an actual holiday date, as listed in **Article 8.A HOLIDAYS**, shall receive a minimum of 2 hours of double time.
- B. An employee will be paid at a rate of double their regular rate of pay for all authorized hours worked in excess of twelve hours per day or in excess of eight hours on the seventh straight day in any given week.
 - 1. An employee will receive double time for hours worked over 12, which do not need to be worked consecutively within a 24-hour period.
 - a. For example, if an employee that is **not on standby** works their normal 9-hour day on Wednesday and is called back at midnight for an emergency and works until 9:30 a.m. Thursday:
 - o Employee receives regular overtime (1.5) for 3 hours (midnight-3 a.m.), pursuant to section 3.C Overtime; and
 - o Employee receives double time for 6.5 hours (3 a.m. to 9:30 a.m.)

SECTION 5 - COMPENSATORY TIME (COMP. TIME)

- A. When an employee works overtime, the employee may elect to accrue comp. time in lieu of receiving overtime payment at a rate of 1.5 hours for each overtime hour worked.
- B. Comp. time may accrue up to a maximum of 40 hours.
- C. Comp. time usage shall not be reasonably denied if operations will not be adversely affected.
- D. Upon separation from the District, employees shall be paid 100% of their accrued comp. time balance at their then base hourly rate of pay.

ARTICLE 6. SPECIAL PAY

SECTION 1 - ON-CALL/STANDBY

- A. A non-management employee shall be given a flat 2 hours nightly rate of their current regular hourly rate for each day of on-call/standby pay. Employees who are on standby shall not

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be eligible for additional payments for weekends or holidays. Employees will still accrue overtime or double time if called out to be physically present on a job site as described below.

An employee on standby shall be compensated at a flat daily amount of \$35, Monday-Friday, or \$50 for Saturdays, Sundays and actual holiday date as listed in **Article 8.A HOLIDAYS**.

1. In addition to the flat daily amount rate, when an employee on standby duty is called to report to work, he will receive a minimum of 2 hours of overtime pay at 1.5 their hourly rate.
 2. In addition to the flat rated daily amount, an employee on standby duty that is called to work on an actual holiday date, as listed in **Article 8.A HOLIDAYS**, shall be paid double time for all hours worked.
 3. An employee who is out on a work-related or personal injury/illness is not eligible to receive the flat daily amount of standby duty pay.
- B. Hours spent on standby shall not be considered hours worked.
- C. Employees serving on standby duty are bound by the District's Drug-Free Workplace Policy while on standby duty.
- D. An employee assigned to standby duty who fails, refuses, or is unable to respond to an emergency call is subject to disciplinary action.
- E. An employee assigned to standby duty may arrange to be replaced by a substitute, provided he/she receives approval from department supervision before the standby duty is scheduled to begin.
- F. The District will work with Association representatives to develop specific On-Call/Stand-by Agreements that more specifically explain the requirements for the different positions.

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SECTION 2 – TRAVEL TIME PAY

The District agrees to pay non-exempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA).

A. Travel Time – To/From Home and Work

Normal travel to/from home and work is not considered hours worked.

B. Single-Day Travel

Time spent by the employee in travel as part of his or her normal work activities – such as travel

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from the job site to an off-site training/seminar during regular working hours is considered hours worked.

If the employee is required to travel to another city and return home the same day, the travel time to and from the other city is considered hours worked. If the employee takes a lunch break, it is not considered hours worked. If the employee uses public transportation, the travel time between the employee’s home and the point (i.e. bus station, airport, etc.) where he or she obtains this transportation is not considered hours worked.

Regular Work Hours	Single Travel Day	Travel Time	Travel Time Paid
8 a.m. to 5 p.m., Monday - Friday	Friday	Leave at 6:30 a.m. - arrive at 8:30 a.m. Attend seminar. Take an hour lunch. Leave at 4:30 p.m. - arrive back at 6:30 p.m.	Employee is paid for 11 hours, with hours in excess of their regular work day paid as overtime. Not paid for lunch hour.
8 a.m. to 5 p.m., Monday - Friday	Sunday	Leave at 2:00 p.m. – arrive at 6 p.m.	Employee is paid for 4 hours.
11:00 a.m. to 8 p.m. Monday – Friday	Wednesday	Leave at 9 a.m. - arrive at noon.	Employee is paid for 3 hours – since the travel is in the same day.

C. Travel Away From Home Overnight on a Regularly Scheduled Work Day

Travel time involving a required overnight stay is considered hours worked only when it is during the employee’s regular workday. The employee is simply substituting travel for his or her regular work hours.

Travel time that is outside of normal work hours is not considered hours worked.

Regular Work Hours	Overnight Travel	Travel Time	Travel Time Paid
8 a.m. to 5 p.m., Monday - Friday	Friday	Leave at 7 a.m. – arrive at 1:00 p.m. Took an hour lunch.	Employee is paid for 4 hours – not paid for time outside regular hours or for lunch.
8 a.m. to 5 p.m., Monday - Friday	Sunday	Leave at 2:00 p.m. – arrive at 6 p.m.	Employee is paid for 3 hours – not paid for time outside of regular hours.

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11:00 a.m. to 8 p.m., Monday – Friday	Wednesday	Leave at 11:00 a.m. – arrive at 2 p.m. Took an hour lunch.	Employee is paid 2 hours. Not paid for lunch.
11:00 a.m. to 8 p.m., Monday – Friday	Sunday	Leave at 10:00 a.m. – arrive at 3:00 p.m. Took an hour lunch.	Employee is paid 3 hours. – not paid for the time outside of regular hours or for lunch.

D. Travel on a Non-Work Day

If the employee regularly works from 8 a.m. to 5 p.m., Monday through Friday, traveling during the same hours on Saturday and/or Sunday is considered hours worked; however, the employee’s usual lunch break is not considered hours worked.

Time spent in travel away from home outside of regular work hours is not considered hours worked.

Any work that the employee performs while traveling is considered hours worked even if these hours are outside his or her normal work schedule.

SECTION 3 – RESIGNATIONS & RETIREMENTS

A. NOTIFICATION

An employee wishing to resign or retire in good standing shall submit a written resignation at least 2 weeks prior to the effective date of resignation. The District will pay an employee for all hours worked and any applicable and available leave balances on the next regular payday following their resignation/retirement.

B. NOTIFICATION BONUS

A one-time payment of \$500 shall be included in the employee’s final check if they provide the District with a 30-day written notice of their pending resignation/retirement date. A one-time payment of \$1,000 shall be included in the employee’s final check if they provide the District with a minimum 90-day written notice of their pending resignation/retirement date. In either case, if the employee provides said notice, but resigns/retires before the end of the 30 or 90 days, they will not be eligible to receive the one-time payment.

BC. RETIREMENT BONUS

All employees having 10 or more years of continuous service with the District, upon retirement after age 62, shall be granted an additional one month's pay.

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ARTICLE 7. LEAVES

SECTION 1 - VACATION

A. Each regular and probationary employee will accrue vacation leave as follows:

- 1 through 5 years = 4.00 hours per pay period
- After 5 years = 4.62 hours per pay period effective on 5th anniversary
- After 10 years = 6.15 hours per pay period effective on 10th anniversary
- After 15 years = 7.69 hours per pay period effective on 15th anniversary
- After 19 years = 8.00 hours per pay period effective on the 20th anniversary

B. If an employee's last day of employment with the District falls within the middle of a pay period, their vacation leave hours accrued for that pay period will be prorated accordingly.

C. Employees are allowed to accrue vacation leave up to a maximum of 248 hours.

1. On December 31 of each year, an employee with vacation hour balance that exceeds 248 hours will stop accruing until vacation leave is used and their balance is below 248 hours.
2. When circumstances created by the District are beyond the control of the employee and make it impossible for the employee to use vacation leave as described above to reduce their maximum accrued vacation hours, the General Manager may grant an extension to the maximum accrued hours allowed until such time that the employee is able to take the necessary vacation time off to reduce their balance.

D. Use of Vacation Time

Any planned leave (vacation or comp time off) must be requested with as much notice as possible. Supervisors will grant requests based on the needs of the District. Requests shall not unreasonably be withheld or denied.

An employee may elect to use accrued vacation for scheduled medical, dental or vision appointments, evaluations or associated activities if they have exhausted their sick leave balance.

E. Payout of Vacation Leave

Employees who terminate their employment with the District shall be paid for all accrued and available vacation leave.

F. Sell Back of Unused Vacation Leave Hours

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Employees may sell back unused vacation time under the following conditions:

1. A minimum of 40 hours can be requested;
2. The maximum of 80 hours can be requested;
3. The employee must have taken at least 80 hours of vacation (the use of comp. time counts toward this requirement);
4. The employee must have a remaining balance of at least 80 hours of accrued vacation time after the sell back; and
5. Employees must complete and submit to human resources a vacation leave sell back request form by the December deadline as established by human resources each year.
 - The sell back will occur in the following December.
 - Once an employee submits a request form, it cannot be modified for revoked, per the IRS regulations.

SECTION 2 - SICK LEAVE

A. Sick Leave Accrual

Regular and probationary employees will accrue 3.69 hours of sick leave per pay period.

B. Sick Leave Use

Sick leave usage shall be allowed for the following qualifying reasons:

1. For the employee's own illness or injury.
2. For the employee's own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
3. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
4. To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.

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- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

5. In accordance with California Kin Care Law, regular full-time employees may use up to ½ of their annual accrued total sick leave to care for a family member.

6. Employees who terminate their employment with the District will be paid for 50% of unused sick leave, not to exceed payment for 400 hours, the following number of hours:

- ~~600 hours — Effective July 1, 2019 — June 30, 2020~~
- ~~500 hours — Effective July 1, 2020 — June 30, 2021~~
- ~~400 hours — Effective July 1, 2021 — June 30, 2022~~

7. If an employee's sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used.

8. A sick leave absence of more than 40 hours resulting from an employee's non-work-related injury or illness will require that the employee submit a doctor's note to human resources upon their return to work.

9. Any suspected abuse of sick leave usage is subject to discipline, up to and including termination.

C. Worker's Compensation Illness or Injury

1. Pursuant to California Labor Code 4600, workers' comp will pay for time off for doctors' appointments that are required by the District or its insurance carrier as a result of a work-related illness or injury.

~~Beyond the date of injury, sick leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp. time) will be used.~~

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2. When an employee is injured on the job and, according to their physician, is able to return to work with temporary modifications to their job duties, the District will make every effort to place the employee in a modified assignment until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the employee's normal department or another department that is consistent with the physical restrictions. An employee's acceptance of a modified duty assignment, if available, will be mandatory.

SECTION 3 - REST LEAVE

A. If an employee has to work between the hours of 10:00 p.m. and 7:00 a.m. for a minimum of three hours, after having already worked their regularly scheduled workday, the employee will receive one hour of paid rest leave for each hour worked between 10:00 p.m. and 7:00 a.m., providing the next day is a regularly scheduled work day.

1. If an employee works beyond their regular start time the next day, he shall be allowed to leave work early, by the amount of rest-leave hours earned.

a. For example, an employee begins work at 3 a.m. and finishes work at 7 a.m. and earns 4 hours of rest leave for the next day, providing the next day is a regularly scheduled workday. The employee would continue to work and leave work 4 hours earlier than their regular quitting time.

2. Employees that complete their work prior to 6 a.m. will report to work later than their regular start time by the amount of rest hours earned.

a. For example, an employee begins work at 10 p.m. and finishes work at 2 a.m., earning 4 hours of rest leave for the following day, providing the next day is a regularly scheduled workday. The employee would report to work at 11 a.m. if their regularly scheduled start time is 7 a.m.

B. Rest leave will not count as time worked for the purposes of calculating overtime.

C. In the event of an unexpected catastrophic emergency or natural disaster, the General Manager may, by necessity, suspend or modify the use or means of rest leave.

D. The federal regulations pertaining to commercial drivers' working hour limits shall take precedence over this policy for District personnel using a commercial license.

E. The District will either reimburse employees or provide a meal after twelve continuous hours of work. The District retains the right to provide meals in lieu of reimbursing employees for meals.

SECTION 4 - BEREAVEMENT LEAVE

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In the event of a death in the family, regular and probationary employees shall be eligible for up to 3 working days off with pay to attend the funeral or make funeral arrangements, subject to the following provisions:

1. The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild, aunt/uncle, niece/nephew, cousin, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step."
2. Bereavement leave is not compensable for days falling outside an employee's regular work schedule.
3. All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the human resources manager.

SECTION 5 – JURY DUTY LEAVE

Employees shall be compensated at their base hourly rate of pay for serving jury duty during the employee's regularly scheduled work hours. In order to be compensated for jury duty leave, the employee must submit to human resources a copy of their jury duty summons, along with their time-in/time-out tracking sheet as provided by the court.

SECTION 6 - MILITARY LEAVE

The administration of military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the Military & Veterans Code of the State of California and USERRA. The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

An employee ordered to active duty for training purposes in the U.S. armed forces, will be paid the difference between their District salary and the basic pay received for active military duty for a maximum of 10 working days per year.

SECTION 7 - SCHOOL OR CHILD CARE PROVIDER ACTIVITIES LEAVE

School or child care provider activities leave is the allowable use of the employee's existing leave credits to attend school or child care provider activities; to enroll or reenroll a child in a school or with a licensed child care provider; or to address a school or child care provider emergency.

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A regular employee who is a parent, guardian, stepparent, foster parent or grandparent with custody, or who stands in loco parentis, of a child enrolled in grades K through 12 of a public or private school, or in a licensed child day care facility, is eligible for school or child care provider activities leave.

An employee may use up to 40 hours of his/her existing vacation, sick leave, or compensatory time hours per calendar year, but not more than 8 hours in any single calendar month, regardless of the number of children the employee may have. The 8 hour per month limitation does not apply for leave to address a school or child care provider emergency.

A. If the employee does not have sufficient paid leave available, he/she shall be allowed to take unpaid personal leave.

B. Employees are required to give 48 hours advance notice, unless it is a school or child care provider emergency as indicated in below, of their desire to take school or child care provider activities leave. Advance notice of less than 48 hours may only be given with approval by the District.

C. The District may also require that the employee provide documentation verifying participation in school or child care provider activities.

D. An emergency means that an employee's child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up from the school or child care provider;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and/or
- A natural disaster, including, but not limited to, fire, earthquake or flood.

SECTION 8 - FAILURE TO RETURN FROM LEAVE/JOB ABANDONMENT

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from military leave, failure by an employee to return to duty or notify the District of their intent to return to duty within 48 hours of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 8. HOLIDAYS

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A. ACTUAL HOLIDAY DATES

Following are the actual holiday dates, which may differ from the District's observed holiday date, as described below in "B":

New Year's Day - January 1
Martin Luther King, Jr. Day - 3rd Monday in January
Presidents' Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day – 1st Monday in September
Veterans Day - November 11
Thanksgiving Day – 4th Thursday in November
Day after Thanksgiving – 4th Friday in November
Christmas Eve - December 24
Christmas Day - December 25
New Year's Eve Day - December 31

B. DISTRICT OBSERVED HOLIDAYS

Any of the actual holiday dates listed in "A" above that fall on a Saturday shall be observed (i.e., District offices will be closed) on the preceding Friday. Any of the above holidays that fall on a Sunday shall be observed on the following Monday.

C. HOLIDAY PAY

An employee whose regularly scheduled work day falls on an actual holiday date as listed above in "A", **not** the date that a holiday is observed, shall be paid for their actual hours worked, plus holiday pay for their regular hours for that day.

1. For example, an employee on a 9/80 work schedule will receive 9 hours of holiday pay for an actual holiday date that falls on a Monday through Thursday, or 8 hours of holiday pay an actual holiday date that falls on their working Friday. An employee that regularly works a 4/10 schedule shall receive 10 hours of holiday pay for an actual holiday date that falls on their regularly scheduled work day.
2. Plant Operators and Systems Operators required to work their regularly scheduled shift on an actual holiday, as listed in "A" above, shall be paid "holiday pay" for the number of hours they normally work and they shall be paid time and one-half pay for all hours actually worked.
3. An employee contacted outside of their regular work hours to assist in emergency repairs on an actual holiday, as listed in "A" above, shall be paid double-time for hours worked, with a guaranteed minimum of two hours of double time.

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- a. For example, if an employee only works for one hour they will receive 2 hours at double time. If an employee works for 4 hours, they will receive the full 4 hours at double time.
4. For an employee on a 9/80 work schedule, when a holiday falls on their regular Friday off, the holiday will be observed and the employee will have the following Monday off.
5. To be eligible for holiday pay, an employee must be in paid status in the in the pay period that includes the holiday.

ARTICLE 9. UNIFORMS

Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of compensation for "classic" CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the District will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and District's CalPERS' contribution.

Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

- A. All employees for whom uniforms are provided are required to wear a complete uniform when working unless otherwise authorized by their supervisor.
- B. Safety shoes shall be worn by employees as required by the District. The District will replace safety shoes on an as-needed basis.
- C. Upon termination, all uniforms issued to an employee must be returned to the District. The cost of any uniforms not returned may be pursued through legal means.
- D. ~~The District will work in good faith with Association representatives to develop an updated uniform program beyond what is provided in this section.~~

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ARTICLE 10. BENEFITS

SECTION 1 - HEALTH/MEDICAL

A. ELIGIBILITY

New regular full-time employees are eligible for health, dental and vision benefits on the first day of the month following their date of hire and upon proper application and acceptance, as set forth in the agreement between the District and ACWA/JPIA for the benefit plan year that begins

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January 1 and ends December 31 of each year. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.

B. COVERAGE

The cost of coverage for each health plan offered is provided in a premium rate sheet that is updated ahead of the start of each benefit plan year and provided to all employees during open enrollment.

1. The District pays 100% of the Kaiser plus Chiropractic plan for each coverage level: employee only, employee plus one, employee plus family. The District also pays these same amounts towards the cost of any other plan and coverage level an employee selects.

a. a. For example, if the Kaiser plus Chiropractic plan for employee-only coverage is \$600 per month and an employee selects a PPO option for employee-only coverage at a monthly cost of \$900, the District would pay \$600 and the employee would be responsible for the additional \$300 per month.

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C. COVERAGE TERMINATION

An employee's medical/dental/vision coverage will end on the last day of the month in which they are no longer employed by the District. For example, if an employee resigns on May 11, their coverage will end on May 31.

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Depending on the employee's medical coverage and their last day of employment, additional premium deductions may be taken from their last paycheck in order to cover any remaining monthly "employee cost."

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ED. WAIVER OF HEALTH/MEDICAL COVERAGE

Eligible employees who provide proof of coverage under another group health insurance plan may elect to waive District-provided health coverage and will receive \$250 per month in lieu of health coverage.

SECTION 2 - DENTAL & VISION

The District provides dental and vision insurance and pays the full amount of the monthly premiums for all regular full-time employees and their eligible dependents. All eligible employees are required to enroll in the dental and vision plans for employee-only coverage. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.

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SECTION 3 - LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance and AD&D plan. The District shall pay the full monthly premium costs for coverage.

- A. The benefit is equal to two times an employee's base annual salary, rounded to the next higher \$1,000, up to a maximum of \$300,000.
1. At age 65, but not age 70, benefit is 67% of the amount shown in "A" above.
 2. At age 70 or more, the amount of the insurance will be 45% of the amount shown in "A" above.

SECTION 4 - LONG TERM DISABILITY (LTD) INSURANCE

The District shall pay the full monthly premium costs for employees' LTD insurance coverage. Beginning on or as near to July 1, 2019 as is administratively possible and for the term of this agreement, the District-paid LTD benefit will change from a 66 ²/₃ % pre-tax benefit to a 60% post-tax benefit, resulting in the District-paid monthly premiums being made after-tax and making the actual LTD benefit tax-free. To accomplish this, each employee's salary will be "grossed up" approximately 20% to off-set the amount of taxes the District will be paying for each employee.

SECTION 5 - FLEXIBLE SPENDING ACCOUNTS (FSA)

The District will maintain a voluntary FSA program in accordance with applicable IRS statutes to allow employees to pay for covered expenses using pre-tax dollars.

SECTION 6 - STATE DISABILITY INSURANCE (SDI) & PAID FAMILY LEAVE

Employees requested and the District implemented State Disability Insurance (SDI) at the employees' expense. Participation is mandatory. The coordination of SDI or PFL (Paid Family Leave) payments with sick leave cannot exceed the employee's regular weekly wage. Coordinating SDI payments with vacation leave does not affect your benefits. The District requires that employees use two weeks of vacation prior to receiving PFL.

SECTION 7 – DEFERRED COMPENSATION

[Effective July 1, 2022, the District's matching contribution to a 401\(a\) plan for non-management employees who contribute at least an equal percentage to their individual 457\(b\) deferred compensation plan shall increase by .5% to 1% of the employee's base salary.](#)

[Effective July 1, 2023, the District's matching contribution to a 401\(a\) plan for non-management employees who contribute at least an equal percentage to their individual 457\(b\) deferred compensation plan shall increase by .5% to 1.5% of the employee's base salary.](#)

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Effective July 1, 2024, the District's matching contribution to a 401(a) plan for non-management employees who contribute at least an equal percentage to their individual 457(b) deferred compensation plan shall increase by .5% to 2% of the employee's base salary.

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Effective July 1, 2025, the District's matching contribution to a 401(a) plan for non-management employees who contribute at least an equal percentage to their individual 457(b) deferred compensation plan shall increase by .5% to 2.5% of the employee's base salary.

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~~Beginning on or as near to July 1, 2019 as is administratively possible and for the term of this agreement, FPUD will match .5% of each FPUDEA member's base salary to a District 401(a) plan as long as each FPUDEA member is contributing at least that percentage to their individual deferred compensation 457(b) plan.~~

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SECTION 8 - RETIREMENT & SOCIAL SECURITY

A. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

The District participates in the California Public Employees' Retirement System (CalPERS).

1. Employees hired at the District before January 1, 2013 are considered "classic members" and contribute 8% of their salary, with the following provisions under the District's contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2.5% at age 55; and
 - c. Single Highest Year Final Compensation Option.

2. Employees hired on or after January 1, 2013 who are also "new members" will contribute 50% of the normal cost established by CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), with the following provisions under the District's contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2% at age 62; and
 - c. Average of Three Highest Years' Compensation.

B. SOCIAL SECURITY

All employees of the District participate in the Federal Social Security Program. Payroll deductions are taken from each employee's pay and matching contributions are made by the District.

C. HEALTH REIMBURSEMENT ACCOUNT (HRA)

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An employee hired before July 1, 2022 and retiring after age 50, with 10 or more years of continuous employment, has the option of continuing on the District's medical, dental and/or

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vision insurance plans using an HRA account that is funded with conversion of their sick leave hours as follows:

- Using the current benefit plan year’s premium rates and a 5% projection for possible cost increases in subsequent years, the District estimates the projected cost for the employee to pay 50% of the employee-only monthly premium for dental and/or vision coverage and 50% of the employee-only monthly medical premium/s, with the District paying the remaining 50% of the employee-only dental and/or vision and employee-only monthly medical premium/s.

Following is an example of how the medical premium costs are shared between the retiree and District:

	TOTAL MONTHLY PREMIUM FOR KAISER MEDICAL	RETIREE PAYS MONTHLY	DISTRICT PAYS MONTHLY
RETIREE Only Coverage	\$ 623.16	\$ 311.58	\$ 311.58
RETIREE + One	\$ 1,236.43	\$ 924.85	\$ 311.58
RETIREE + Family	\$ 1,745.45	\$ 1,433.87	\$ 311.58

- The full amount as calculated in “1” above is the amount that will be transferred from the employee’s final sick leave balance to their HRA account, which will be used to make the monthly premium payments until the HRA account balance is depleted or the retiree or their covered spouse, if applicable, reaches Medicare eligibility.

The following is an HRA example for an employee that retires in 2019 at age 60 with 1500 hours of sick leave on the books and typical Medicare eligibility at age 65:

1. Value of Total 1500 Sick Leave Hours at Retirement	\$67,500	1500 Hours x \$45.00 (Employee’s Hourly Wage)
2. Premium Cost of Retiree + Spouse Coverage for Medical, Dental & Vision		NOTE: Premium costs provided for example only, they do not represent actual rates
2019 benefit year	\$10,000	
+5% in 2020	\$10,500	
+5% in 2021	\$11,025	
+5% in 2022	\$11,567.25	
+5% in 2023	\$12,155.06	
3. Amount Deposited to HRA	\$55,256.31	Estimated total cost for coverage to Medicare eligibility in 2023
4. Amount of Sick Leave Remaining After Amount Deposited to HRA	\$12,243.69	Calculation: \$67,500-\$55,256.31

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5. Hours Equivalent of Remaining Sick Leave	272.08 Hours	Calculation: \$12,243.69/\$45.00. *Eligible to cash out or convert to CalPERS service credit full remaining balance since less than 600 hours max. in effect for 7/1/19-6/30/20
6. Cash out value or amount to be converted to CalPERS service credit	\$12,243.60	Calculation: 272.08*\$45.00

3. If a retiree’s HRA account balance is depleted before they become eligible for Medicare, he/she can instead begin paying their share of the monthly premiums directly to the District in order to continue coverage under the District’s medical, vision and/or dental insurance plans until the retiree or their spouse, if applicable, is eligible for Medicare.

4. Once a retiree and/or their covered spouse becomes eligible for Medicare, which makes them ineligible to continue on the District’s medical coverage, they are also no longer eligible to continue on the District’s dental and/or vision coverage. Instead, they will receive information on continuing their coverage/s using COBRA.

5. Actual premium rates to be deducted from each retiree’s HRA will be updated as the actual rates are provided for each new plan year (January 1 – December 31).

6. If applicable, any balance in the account when the retiree becomes eligible for Medicare or if they should die prior to becoming eligible for Medicare, will be available for the same use to the retiree’s covered eligible dependent(s) until they become eligible for Medicare or COBRA rights are exhausted, whichever comes first. If there is no covered eligible dependent(s), any unused balance shall be forfeited.

7. If an employee has sick leave hours remaining after the mandatory contribution to the HRA account as described above, OR if the employee chooses to not participate in the HRA, the employee has the choice of:

- a. Cashing out half of their remaining sick leave hours balance, up to ~~the maximum 400 hours, as outlined below, or all of their remaining balance~~, whichever is less, ~~or~~
 - ~~600 hours max. — Effective July 1, 2019 — June 30, 2020~~
 - ~~500 hours max. — Effective July 1, 2020 — June 30, 2021~~
 - ~~400 hours max. — Effective July 1, 2021 — June 30, 2022~~
- b. Converting half of their remaining sick leave hours balance, up to the maximum of 400 hours as outlined above, to CalPERS service credit. If an employee wishes to elect this option, they must inform human resources before their final date of employment with the District.

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ARTICLE 11. EDUCATIONAL PLAN

~~On or as near to July 1, 2019 as is administratively possible, a combined sum of \$30,000 will be designated for continuing education for FPUDEA and FMEA employees. Any unused funds as of June 30, 2020 will roll over to the following year's education fund.~~

~~On or as near to July 1, 2020 as is administratively possible, a combined sum equal to the amount of \$30,000, not including funds rolled over from the previous year, will be designated for continuing education for FPUDEA and FMEA employees. Any unused funds as of June 30, 2021 will roll over to the following year's education fund.~~

~~On or as near to July 1, 2021 as is administratively possible, a combined sum equal to the amount of \$30,000, not including funds rolled over from the previous year, will be designated for continuing education for FPUDEA and FMEA employees.~~

Unit members seeking participation in the educational plan must first obtain approval from the General Manager. The General Manager shall have the authorization to increase District contribution to the fund, at his/her discretion, throughout the remainder of the agreement.

If, at any time, the education fund is depleted, the District shall inform the Association immediately, in writing, that funds are no longer available, to help employees prepare for the following semester.

The funds set aside for the educational plan will not be used to replace existing funds for unit member certification and other job-related training.

An employee participating in the educational plan must receive a grade of "C" or better in each class in order to receive reimbursement.

ARTICLE 12. LAYOFF PROCEDURES

The District agrees to meet with the bargaining unit representatives at least 30 days prior to issuance of any layoff notices for the purpose of conferring over the impact and implementation of said layoffs and to discuss alternatives and options; however, the General Manager shall retain the final decision with respect to the classifications and number of employees to be laid off.

A. The layoff process shall be administered and employees selected for layoff as follows:

- First: Temporary employees
- Second: Probationary employees
- Third: Part-time employees

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Fourth: Regular employees

1. Regular employees in classifications identified to be laid off will be laid off in order of seniority, with the employee with the least seniority laid off first.
2. Whenever two or more employees have identical seniority in the affected classification, the order of layoff shall be determined by the General Manager on the basis of performance.
3. In lieu of being laid off, regular employees have the right to demote to a lower vacant position with the District and for which the employee meets the minimum qualifications and is capable of performing the essential functions of the position.

ARTICLE 13. USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business. Violations may result in disciplinary action, up to and including termination.

A. An employee who is assigned a District vehicle shall not allow any other individual, including District employees, to drive the vehicle for personal use.

B. An employee may be granted limited personal use of a District vehicle upon first receiving approval by the General Manager or his designee.

ARTICLE 14. DISCIPLINARY ACTION

Violations of FPUD'S Personnel Regulations, safety rules, criminal law, and/or actions which are insubordinate, flagrantly careless and/or incompetent, or otherwise prejudicial to the best interests of the District, will be subject to disciplinary action, up to and including termination.

While it is the District's intent to take a progressive approach to disciplinary matters, progressive discipline is not required depending on the severity of the employee's misconduct.

SECTION 1 - DISCIPLINARY ACTIONS NOT SUBJECT TO NOTICE AND APPEAL PROCEDURES

A. The following disciplinary actions may be taken to address an employee's performance deficiencies and/or to address a violation as stated above:

1. Verbal counseling/warning
2. Written warning
3. Reassignment

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4. Suspension without pay for up to 3 days

SECTION 2 - DISCIPLINARY ACTIONS SUBJECT TO NOTICE AND APPEAL PROCEDURES

- A. The following disciplinary actions require that written notice of intent to discipline be given to the employee, with an opportunity for the employee to appeal the proposed discipline:
 1. Suspension from duty without pay for 4 or more days
 2. Salary step reduction
 3. Demotion
 4. Termination from District employment
- B. A written notice of intent to discipline shall be provided to the employee not less than 10 business days prior to the effective date of the proposed disciplinary action and shall contain:
 1. Specific charges upon which action is based;
 2. The reasons why such action is being taken;
 3. Copies of the materials upon which the action is based;
 4. Information essential to give the employee a fair opportunity to answer the charges made;
 5. A time and date no less than 5 business days after the notice of intent to discipline was provided to the employee by which the employee must submit a written response, including their intent to appeal the proposed discipline either in writing or at a Skelly meeting with the General Manager; and
 6. A tentative date and time for a Skelly meeting.
- C. Failure of the employee to respond to the notice of intent to discipline shall constitute a waiver by the employee of any right to appeal the proposed discipline and will result in the discipline being imposed as originally presented.
- D. If the employee or former employee is dissatisfied with the decision made by the General Manager or his designee, he may appeal in writing, to the President of the Board of Directors. This written notice of appeal shall be filed with the Secretary of the District no later than fifteen calendar days after the date of service of the notice of the General Manager's or his designee's decision, whichever is earlier. Either party may also request a no-cost mediation through the State Mediation and Conciliation Service prior to the appeal hearing. Such request must be made

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by the employee within the same fifteen calendar day period noted above, or by the District within 15 calendar days of receiving notice of the employee's written appeal.

1. The Secretary shall schedule a hearing within thirty calendar days of the date of filing of the notice of appeal, and the Secretary shall notify the employee of the time and date fixed for the hearing. This time can be extended for good cause.
2. Upon conclusion of the hearing, the Board of Directors shall inform the employee, in writing, of their determination within 5 business days. This time can be extended for good cause.
3. The Board of Directors has the power to reinstate a discharged employee and/or to impose less severe discipline on the employee. The decision of the Board of Directors is final and cannot be appealed.

ARTICLE 15. GRIEVANCE PROCEDURE

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A grievance shall be considered as any matter for which appeal is not elsewhere provided concerning a dispute about the interpretation or application of the terms or conditions contained in an MOU, the Personnel Rules, or a District policy or procedure regarding the same. Timeframes, as set forth throughout the grievance procedure, may be extended by mutual agreement between the parties.

A. PURPOSE

To provide employees, either individually or through their association representative, with a means of obtaining further consideration of a complaint or issue after every reasonable effort has failed to resolve them through less formal discussion.

B. PROCEDURE

• STEP 1. FIRST LEVEL OF REVIEW - IMMEDIATE SUPERVISOR

An employee should first try to get their complaint/issue settled informally through discussion with their immediate supervisor within 15 business days of the occurrence of the event resulting in the grievance. If the employee is not in agreement with the outcome of the discussion, they have the right to file a formal grievance, in writing, to the Operations Manager or Human Resources Manager within 10 business days after receiving the informal decision of their immediate supervisor.

• STEP 2. SECOND LEVEL OF REVIEW – OPERATIONS MANAGER OR HUMAN RESOURCES MANAGER

If an employee does not receive a satisfactory answer or resolution from their immediate supervisor, he will be allowed 10 business days to refer the grievance, in writing, to the Operations Manager, in the case of field personnel, or to the Human Resources Manager in the case of office personnel. The written grievance shall detail the facts upon which the

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grievance is based and be dated and signed by the employee. After receiving the written grievance, the Operations Manager or Human Resources Manager will promptly schedule a meeting to provide the employee an opportunity to present his appeal personally. The manager who met with the employee will provide a written response within 15 business days. If the employee does not agree with the decision reached, he/she may present the appeal in writing to the General Manager.

• STEP 3. THIRD LEVEL OF REVIEW - GENERAL MANAGER

The General Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The General Manager may designate any person or persons to advise them concerning the appeal. The General Manager shall render their decision in writing to the employee within 10 business days after receiving the appeal. The decision at this step shall be final and conclusive for all parties.

C. GRIEVANCE AGAINST GENERAL MANAGER

A grievance in which the General Manager is a party may be submitted to the President of the Board of Directors. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. The grievance shall be submitted to the President of the Board of Directors within 15 business days of the event resulting in the grievance. The Board of Directors will investigate the grievance and may hold a formal or informal hearing at its discretion, unless waived by the employee. The Board of Directors shall submit its written decision within 10 business days. The decision of the Board of Directors is final.

Following submission of the General Manager's answer, and before going to Section 4, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter.

- STEP 4. ADVISORY ARBITRATION.** Any dispute or grievance which has not been resolved by the grievance procedure may be submitted to advisory arbitration by the Association Representative or the District within ten working days, following its termination in the grievance procedure. The following Advisory Arbitration procedures shall be followed:

(1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within 5 working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of 3 arbitrators trained in conducting grievance hearings. If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of 5 arbitrators. Both the District and the Association shall have the right to strike 2 names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

(2) The arbitrator shall hear the case within 20 working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the

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Association and the District within 15 working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the General Manager who shall render a final decision within 10 working days. The arbitrator shall have no authority to amend, alter, or modify this agreement or its terms and shall limit recommendations solely to the interpretation and application of this agreement.

(3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the District and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.

(4) The District and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses, and/or stenographer.

~~A grievance shall be considered as any matter for which appeal is not elsewhere provided for concerning a dispute about the interpretation or application of the terms or conditions contained in this MOU, the Personnel Regulations, or a District policy or procedure regarding the same.~~

SECTION 1 – PURPOSE

~~A. To provide employees, either individually or through the Association representatives, with a means of obtaining further consideration of a complaint or issue after every reasonable effort has failed to resolve them through less formal discussion.~~

SECTION 2 – PROCEDURE

~~A. First Level of Review – Immediate Supervisor~~

~~An employee should first try to get their complaint/issue settled informally through discussion with his/her immediate supervisor within 15 business days of the occurrence of the event resulting in the grievance. If the employee is not in agreement with the outcome of the discussion, he/she then has the right to file a formal grievance, in writing, to the Operations Manager or Human Resources Manager within 10 business days after receiving the informal decision of his/her immediate supervisor.~~

~~B. Second Level of Review – Operations Manager or Human Resources Manager~~

~~If an employee does not receive a satisfactory answer or resolution from his immediate supervisor, he will be allowed 10 business days to refer the grievance, in writing, to the Operations Manager, in the case of field personnel, or to the Human Resources Manager in the case of office personnel. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. After receiving the written grievance, the Operations Manager or Human Resources Manager will promptly schedule a meeting to provide~~

MOU BETWEEN FPUD AND FPUDEA

~~the employee an opportunity to present his appeal personally. The manager who met with the employee will provide a written response within 15 business days. If the employee does not agree with the decision reached, he/she may present the appeal in writing to the General Manager.~~

~~C. Third Level of Review – General Manager~~

~~The General Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The General Manager may designate any person or persons to advise him/her concerning the appeal.~~

~~The General Manager shall render his/her decision and comments in writing and return them to the employee within 10 business days after receiving the appeal. The decision at this step shall be final and conclusive for all parties.~~

~~D. Grievance Against General Manager~~

~~A grievance in which the General Manager is a party may be submitted to the President of the Board of Directors. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. The grievance shall be submitted to the President of the Board of Directors within 15 business days of the event resulting in the grievance. The Board of Directors will investigate the grievance and may hold a formal or informal hearing at its discretion, unless waived by the employee. The Board of Directors shall submit its written decision within 10 business days. The decision of the Board of Directors is final.~~

~~Timeframes, as set forth above, may be extended by mutual agreement between the parties.~~

E. Grievance Policy Exclusions

This grievance procedure shall not apply to:

1. The content of employee evaluations;
2. Verbal warnings or counseling;
3. Employee recognition programs; or
4. Any other subject unless covered in the expressed terms of this MOU.

ARTICLE 16. HOLIDAY PARTY

~~The District agrees to contribute \$4,000 toward each Association sponsored annual holiday party in 2019, 2020 & 2021; however, the District is not liable for any damages that may result from an employee's voluntary attendance at the party.~~

ARTICLE 17. ENTIRE AGREEMENT & SIGNATURES

MOU BETWEEN FPUD AND FPUDEA

If any of this MOU is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable provisions of Federal, State or Local laws or regulations, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

It is acknowledged that during negotiations which resulted in this MOU, FPUDEA had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects within the scope of representation. Therefore, for the term of this agreement, FPUDEA agrees that FPUD shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this MOU. All terms and conditions of employment not covered in this MOU shall continue to be subject to FPUD's direction and control.

Except as specifically restricted by an express provision of this MOU, FPUD retains and may exercise all management rights and prerogatives in its discretion.

The terms and conditions of this MOU shall remain in effect during negotiations if the negotiations extend beyond June 30, 2022 until a new MOU is agreed upon or impasse is reached, whichever occurs first.

It is agreed that the Personnel Regulations shall be changed to reflect the changes contained herein.

President, Board of Directors

FPUDEA

Date

Date

Attachment B
Proposed Revisions to
FMEA MOU

MEMORANDUM OF UNDERSTANDING

between the

FALLBROOK PUBLIC UTILITY DISTRICT

and the

**FALLBROOK PUBLIC UTILITY DISTRICT
MANAGEMENT EMPLOYEES' ASSOCIATION**

July 1, 2019~~22~~ through June 30, 2022~~27~~

MOU BETWEEN FPUD AND FMEA

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MOU BETWEEN FPUD AND FMEA

ARTICLE 1. GENERAL

SECTION 1 - PURPOSE

This agreement recognizes the Fallbrook Public Utility District Management Employees' Association (FMEA) bargaining unit representatives as the majority representative of all regular, management, employees of the Fallbrook Public Utility District (FPUD) and represents the unit for matters within the scope of meet and confer. The bargaining unit representatives accept the duty of fair representation in meet and confer and under this agreement.

SECTION 2 – SCOPE

Meet and confer is limited to wages, hours, and other terms and conditions of employment, and shall not include any items not covered by this agreement or adopted by reference in this agreement or any subject preempted by federal or state law. Amendments to this agreement that are within the scope of meet and confer shall require prior meet and confer between the bargaining unit representatives and the District.

SECTION 3 – GENERAL PROVISIONS

A. ASSOCIATION RECOGNITION

1. FPUD formally recognizes FMEA as the representative for all employees in exempt classifications.
2. The Association may designate a maximum of 7 total representatives. The District will recognize as representatives only those persons designated on the most recent list furnished by the Association.
3. The District shall grant a representative reasonable release time when, at the request of an employee, the representative is investigating an alleged grievance and assisting in its written preparation and presentation.

B. CONSTRUCTION

In interpreting the language of this MOU, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. DISTRICT RIGHTS

The rights of the District include, but are not limited to the exclusive right to determine the mission of its departments, commissions, committees, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or

MOU BETWEEN FPUD AND FMEA

for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; set work schedules; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 2. DURATION OF AGREEMENT

This MOU is entered into by Fallbrook Public Utility District (FPUD) and the Fallbrook Public Utility District Management Employees’ Association (FMEA), as a mutual recommendation to the Board of Directors of FPUD of those wages, hours, and conditions of employment which are to be in effect at 12:00 a.m. on July 1, ~~2019-2022~~ and will terminate at 11:59 p.m. on June 30, ~~2022-2027~~.

At the expiration of this MOU, in whole or in part and in the absence of a new MOU, FMEA and the District agree to continue operating under the provisions of this MOU until such time as a new MOU is reached.

ARTICLE 3. WAGES

SECTION 1 – WAGE INCREASES

Cost of living adjustments (COLA) during the five-year term shall be as follows:

- A. 5% effective the first pay period which includes July 1, 2022
- B. Starting July 1, 2023, through the end of the contract term, annual COLAs shall be tied to the published Bureau of Labor Statistics, San Diego Region Consumer Price Index (CPI) for the 12-month period ending with March. The COLA will be no less than 1% and no more than 5%. This means that no COLA over the course of this contract shall be below 1% or above 5%, regardless of CPI data. For example, if the 2023 CPI data shows a 5% annual inflation rate, the COLA for July 2023 shall be 1%. However, if the 2023 CPI data shows a 6.3% annual inflation, the COLA for July 2023 shall be capped at 5%.

~~Wages shall increase by 2% effective the beginning of the pay period which includes July 1, 2019.~~

~~Wages shall increase by 2.5% effective the beginning of the pay period which includes July 1, 2020.~~

~~Wages shall increase by 3% effective the beginning of the pay period which includes July 1, 2021.~~

SECTION 2 - ADJUSTMENTS

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Based on the total compensation survey data, all management employees employed in the pay period that includes July 1, 2022 shall be placed at the salary step of the salary range/grade and market median range of the new salary table that is closest to their salary in effect at the time.

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The Assistant General Manager/CFO, Engineering Manager and Field Services Manager positions that are more than 15% below their respective market median shall also receive a one-step or 2.5% increase.

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Effective the first pay period which includes July 1, 2019, each step within the pay range for the Operations Manager position will be increased an additional 3%:

SECTION 3 – SALARY SURVEY

A salary survey will be conducted by a third party consultant in fiscal year 2021/2022 and the results will be shared with bargaining unit representatives as soon as practicable, ahead of the start of negotiations for a successor MOU. The District agrees to work in good faith with Association representatives in establishing comparator agencies and benchmark positions to be used in the salary survey.

SECTION 4 - SALARY SCHEDULE

- A. The District's salary schedule includes 10 steps (A-J) within each range.
- B. Employees are eligible for their first salary step increase upon completion of 1 year of employment and an overall rating of at least a "meets ~~requirements~~ expectations" on their first annual performance evaluation. Employees are eligible to receive subsequent step increases with each of their annual performance evaluations until they reach the top step of their position's range.
1. An employee who receives an overall rating of "does not meets" on their annual performance evaluation is not eligible for a salary-step increase.
 2. An employee shall receive a one-step salary increase (e.g. A to B) for an overall annual performance evaluation rating of "meets requirements."
Merit increases tied to a management employee's annual performance evaluation overall rating shall be as follows:
 - o Meets Expectations = 2.5%, one-step, increase
 - o Above Expectations – 2.5%, one-step, increase, plus a one-time performance bonus annually of \$1,500
 - o Exceeds Expectations – 5%, two-step, increase

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3. ~~A supervisor may recommend to the~~ The General Manager must authorize that an employee ~~s_ receive a~~ two-step salary increase for an overall annual performance evaluation rating of ~~“exceeds requirements/expectations.”~~ before the performance evaluation is finalized and given to the employee.

4. ~~The General Manager is authorized to grant exceptions to the above step increase requirements for exceptional meritorious performance~~
If a management employee is at their maximum salary step (J), they shall be eligible for a one-time payment (annually) for an overall performance evaluation rating of above or exceeds expectations, as follows:

- o \$3,500 performance bonus for above expectations
- o \$4,500 performance bonus for exceeds expectations

5. A performance bonus is considered reportable compensation to CalPERS for Classic employees only; PEPRA employees may still receive the performance bonus, but it will not be reported to CalPERS.

ARTICLE 4. SERVICE

SECTION 1 - FILLING OF VACANT POSITIONS

Whenever a vacancy in a new or existing position occurs, preference in filling it shall be given to existing qualified District employees whenever possible.

A. An employee promoted to a position with a higher pay range, but not within a position series (i.e., designated by “I/II/III”) shall be placed at the salary step within the higher pay range that results in the employee receiving no less than a 5% increase in the employee’s base hourly rate.

1. For example, an employee promoted from a position at pay range 42, step B, to a position at pay range 43, shall be placed at step C of pay range 43, which is a 5% increase.

B. An employee is eligible for promotion within a position series upon achieving the necessary certification/education/experience requirements as stated in the position’s job description.

1. These types of promotions occur with an employee’s annual performance evaluation and their placement in the higher pay range shall be granted as described in Article 3. Section 4-B.

SECTION 2 - PROBATIONARY PERIOD

MOU BETWEEN FPUD AND FMEA

- A. All new-hires shall serve an initial probationary period of 6 months; however, a supervisor may, with approval of the General Manager, require an extension of an employee's initial or promotional probationary period not to exceed 12 months total.
- B. During the initial probationary period, the employee may be rejected at any time, without the right to appeal. Upon successfully completing the initial probationary period, employees achieve regular employment status.
- C. Current District employees promoted to another position outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position) shall serve a promotional probationary period of not less than 6 months. A promoted employee rejected during their promotional probationary period shall be reinstated to the position from which he/she was promoted, unless he/she is terminated for cause from the District.

SECTION 3 – NEPOTISM

The hiring of a current District employee's relative is not permitted without the approval of the General Manager. A relative may only be hired if they do not work in the same department, they are not under the direct or indirect supervision of the other, and neither occupies a position which has influence over the other's employment, promotions, or salary administration. A relative is defined as a spouse, parent, child, sibling, grandparent, aunt/uncle, niece/nephew, cousin, mother/father-in-law, brother/sister-in-law, and domestic partners.

SECTION 4 – PERFORMANCE EVALUATIONS

- A. New employees will receive their first performance evaluation at 6 months; the second at the completion of 1 year; and each year thereafter on their employment anniversary date.
- B. If an employee is promoted to a job outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II), their performance evaluation date will become the date of their promotion.
- C. An employee may appeal an overall performance rating of "does not meet [requirements/expectations](#)" to the General Manager. This appeal is not part of the grievance process and the decision of the General Manger is final.
- D. If an employee's performance evaluation is more than 30 days overdue, the employee's step increase, if applicable, shall be granted, retroactive to the date following the end of the evaluation rating period, pending their supervisor's completion of the performance evaluation; however, it is also the employee's responsibility to notify human resources if/when they do not receive their performance evaluation by the due date.

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E. ~~The District agrees to work jointly, in good faith, with Association representatives in revising the performance evaluation form and process.~~

If an employee is on a leave of absence in excess of four continuous weeks, their performance evaluation date will be extended for the same amount of time as the leave that was in excess of four weeks and that date will remain the annual performance evaluations date.

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SECTION 5 – CERTIFICATIONS/EDUCATION & PROFESSIONAL MEMBERSHIPS

A. REQUIRED CERTIFICATIONS/EDUCATION

Certification/education requirements are shown at the end of each job description.

1. If an employee is initially hired at a “no certification/education” range as indicated in their job description, they will not be allowed to remain at the “no certification/education” range indefinitely.
 - a. Upon hire, an employee hired at a “no certification/education” range will be provided with an employment agreement that clearly outlines the specific certification/education requirements of their position.
 - b. The employee’s supervisor shall provide the employee with the information and training to prepare for the necessary certification exam/s or educational pursuits.
 - c. If the employee does not successfully achieve the minimum level of certification/education, beyond the “no certification/education” range, as required of their position, they will be subject to disciplinary action.
2. Once an employee receives a required certification/education of a higher range, as indicated in their job description, they will be moved to their same step within the higher range, resulting in a 2.5% increase.
3. If an employee fails to maintain the certification/education requirements for their position, they will be subject to disciplinary action.
4. The District will reimburse employees for the cost of exams for certifications required of their position, as specifically stated in their job description.
5. The District will reimburse employees for the cost of exam for certifications that are not required of their position but are determined by the General Manager to be relative to their job duties/responsibilities.
6. If an employee does not successfully pass a certification exam within the first 2 attempts, the employee will be responsible for covering the cost/s for any additional attempts at passing the exam.

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7. Certification renewal fees will be paid by the District; however, employees are responsible for any late fees incurred.

B. OPTIONAL CERTIFICATIONS

~~The 2.5% "Optional Certification Pay" shall be eliminated. The District will work with the association to develop a list of all possible qualifying additional certifications based on certain job descriptions. The District's management job descriptions shall be updated to reflect the removal of all "other" certifications from the positions' respective pay range.~~

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~~B.~~

~~Employees in positions that do not require specific or "other" certification/s as listed in their job description, are eligible, upon the General Manager's approval, to receive an additional 2.5% certification pay for as long as they possess a valid certification.~~

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~~1. Employees are only eligible for 2.5% certification pay, whether they have one or more optional certifications.~~

C. Membership fees for certification and/or professional associations, as approved by the General Manager, will be paid by the District.

D. Continuing education unit fees will be paid by the District and District time will be made available for the training of employees whose classifications require distribution and treatment certification. In-house training required by the State for continuing education units will be on District time and paid by the District for all certifications.

E. District approved training required by the State for continuing education units will be on District time and paid by the District for required certifications, as stated specifically in their job descriptions, or as determined by the General Manager to be related to their job duties/responsibilities.

F. CONTINUING EDUCATION BONUS

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~~E. When an employee receives an additional certification, based on the list of all possible qualifying additional certifications for their respective job description, or receives a college degree for those positions that do not require one, a one-time stipend bonus of \$1,000 shall be paid to the employee, upon General Manager approval.~~

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SECTION 6 - ~~LONGEVITY MERIT BONUS~~ BILINGUAL PAY

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~~A management employee shall receive \$75.00 per pay period if they are bilingual (English/Spanish) and utilize both languages to communicate with the public.~~

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~~The General Manager is authorized to award a longevity merit bonus of 2.5% of current gross annual pay to an employee who meets the following eligibility requirements:~~

MOU BETWEEN FPUD AND FMEA

- ~~Receives an overall "exceeds requirements" on their annual performance evaluation;~~
- ~~Has completed ten years of uninterrupted employment with the District; and~~
- ~~Is currently at step J of their pay range or, if applicable, is at the highest pay range and step within their current position series.~~

SECTION 7 - OUT-OF-CLASS (OOC) PAY

When a supervisor/manager is going to be away from the office and unavailable for more than one day, he or she may request approval from the General Manager to have a qualified employee serve in an out-of-class assignment in the supervisor's/manager's absence.

The employee approved for an OOC assignment shall receive an additional 15% out-of-class pay.

~~An employee serving in a partial out-of-class pay assignment is only eligible to receive the additional 15% out-of-class pay provided for time actually worked, not . Employees will not receive out-of-class while on paid time off (e.g. vacation or sick leave) and/or for a District-observed paid holiday, unless they are called into work on a District-observed paid holiday.~~

~~Pursuant to Gov. Code 20630, an employee serving in a full out-of-class pay assignment shall receive the additional 15% out-of-class pay for all hours of compensation, including District-observed holidays, sick or vacation leave, industrial disability leave, and compensatory time off.~~

Commented [LC2]: Updated per CalPERS and District practice

SECTION 8 – CAR ALLOWANCE

The General Manager may provide certain management positions with a car allowance or use of a District vehicle.

SECTION 9 – ANNUAL PHYSICAL REIMBURSEMENT

Management employees are eligible to receive reimbursement for up to \$500 each fiscal year for the cost of an annual physical that is not covered by the employee's medical insurance.

ARTICLE 5. HOURS OF WORK

SECTION 1 – 9/80 SCHEDULE

The District's 9/80 work schedule has two alternating teams, "blue" and "gold" Supervisors will assign the employee to the team. All team changes will be approved by the General Manager.

Under the 9/80 schedule, assigned staff shall work, in any two week pay period, 8 weekdays (Monday - Thursday) for 9 hours each day, and 1 day (Friday) for 8 hours and off on the alternate Friday.

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Some employees may not be eligible for the 9/80 work schedule due to District operational considerations, as determined by the supervisor and approved by the General Manager.

An alternate work schedule may be considered by the General Manager for employees who prefer not to work the 9/80 schedule.

ARTICLE 6 – RESIGNATIONS & RETIREMENTS

SECTION 1 - NOTIFICATION

An employee wishing to resign or retire in good standing shall submit a written resignation at least 2 weeks prior to the effective date of resignation. The District will pay an employee for all hours worked and any applicable and available leave balances on the next regular payday following their resignation/retirement.

SECTION 2 - NOTIFICATION BONUS

A one-time payment of \$500 shall be included in the employee’s final check if they provide the District with a 30-day written notice of their pending resignation/retirement date. A one-time payment of \$1,000 shall be included in the employee’s final check if they provide the District with a minimum 90-day written notice of their pending resignation/retirement date. In either case, if the employee provides said notice, but resigns/retires before the end of the 30 or 90 days, they will not be eligible to receive the one-time payment.

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SECTION 23 - RETIREMENT BONUS

All employees having 10 or more years of continuous service with the District, upon retirement after age 62, shall be granted an additional one month's pay.

ARTICLE 7. LEAVES

SECTION 1 – EXECUTIVE LEAVE

- A. Management employees accrue 1.54 hours of executive leave per pay period, up to a maximum of 120 hours.
- B. Once an employee reaches the maximum accrual of 120 hours, they will stop accruing executive leave until their balance is below 120 hours.
- C. Half (½) of an employee’s executive leave balance shall be cashed out upon voluntary termination or retirement; OR

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1. Upon retirement, an employee may elect to contribute up to their entire executive leave balance to an HRA, pursuant to Article 9, Section 8-C.

SECTION 2 - VACATION

- A. Each regular and probationary employee will accrue vacation leave as follows:

1 through 5 years = 4.00 hours per pay period
After 5 years = 4.62 hours per pay period effective on 5th anniversary
After 10 years = 6.15 hours per pay period effective on 10th anniversary
After 15 years = 7.69 hours per pay period effective on 15th anniversary
After 19 years = 8.00 hours per pay period effective on the 20th anniversary

- B. The General Manager may grant a newly hired management employee a higher vacation accrual rate, up to a maximum of 8 hours per pay period.

- C. If an employee's last day of employment with the District falls within the middle of a pay period, their vacation leave hours accrued for that pay period will be prorated accordingly.

- D. Employees are allowed to accrue vacation leave up to a maximum of 248 hours.

1. On December 31 of each year, an employee with vacation hour balance that exceeds 248 hours will stop accruing until vacation leave is used and their balance is below 248 hours.
2. When circumstances created by the District are beyond the control of the employee and make it impossible for the employee to use vacation leave as described above to reduce their maximum accrued vacation hours, the General Manager may grant an extension to the maximum accrued hours allowed until such time that the employee is able to take the necessary vacation time off to reduce their balance.

- E. Use of Vacation Time

Any planned leave (vacation or comp time off) must be requested with as much notice as possible. Supervisors will grant requests based on the needs of the District. Requests shall not unreasonably be withheld or denied.

An employee may elect to use accrued vacation for scheduled medical, dental or vision appointments, evaluations or associated activities if they have exhausted their sick leave balance.

- F. Payout of Vacation Leave

Employees who terminate their employment with the District shall be paid for all accrued and available vacation leave.

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G. Sell Back of Unused Vacation Leave Hours

Employees may sell back unused vacation time under the following conditions:

1. A minimum of 40 hours can be requested;
2. The maximum of 80 hours can be requested;
3. The employee must have taken at least 100 hours of vacation and/or executive leave within the previous 12 months.
4. The employee must have a remaining balance of at least 80 hours of accrued vacation and/or executive leave after the sell back; and
5. Employees must complete and submit to human resources a vacation leave sell back request form by the December deadline as established by human resources each year.
 - The sell back will occur in the following December.
 - Once an employee submits a request form, it cannot be modified or revoked, per the IRS regulations.

SECTION 3 - SICK LEAVE

A. Sick Leave Accrual

Regular and probationary employees will accrue 3.69 hours of sick leave per pay period.

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B. Sick Leave Use

Sick leave usage shall be allowed for the following qualifying reasons:

1. For the employee’s own illness or injury.
2. For the employee’s own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
3. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
4. To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
5. In accordance with California Kin Care Law, regular full-time employees may use up to ½ of their annual accrued total sick leave to care for a family member.
6. Employees who terminate their employment with the District will be paid for 50% of unused sick leave, not to exceed payment for 400 hours. ~~the following number of hours:~~
 - ◆ ~~600 hours – Effective July 1, 2019 – June 30, 2020~~
 - ◆ ~~500 hours – Effective July 1, 2020 – June 30, 2021~~
 - ◆ ~~400 hours – Effective July 1, 2021 – June 30, 2022~~
7. If an employee’s sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used.

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MOU BETWEEN FPUD AND FMEA

8. A sick leave absence of more than 40 hours resulting from an employee's non-work-related injury or illness will require that the employee submit a doctor's note to human resources upon their return to work.

9. Any suspected abuse of sick leave usage is subject to discipline, up to and including termination.

C. Worker's Compensation Illness or Injury

1. Pursuant to California Labor Code 4600, workers' comp will pay for time off for doctors' appointments that are required by the District or its insurance carrier as a result of a work-related illness or injury.

~~Beyond the date of injury, sick leave shall be used for on duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp. time) will be used.~~

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2. When an employee is injured on the job and, according to their physician, is able to return to work with temporary modifications to their job duties, the District will make every effort to place the employee in a modified assignment until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the employee's normal department or another department that is consistent with the physical restrictions. An employee's acceptance of a modified duty assignment, if available, will be mandatory.

SECTION 4 - BEREAVEMENT LEAVE

In the event of a death in the family, regular and probationary employees shall be eligible for up to 3 working days off with pay to attend the funeral or make funeral arrangements, subject to the following provisions:

1. The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild, aunt/uncle, niece/nephew, cousin, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step."

2. Bereavement leave is not compensable for days falling outside an employee's regular work schedule.

3. All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the human resources manager.

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SECTION 5 - JURY DUTY LEAVE

Employees shall be compensated at their base hourly rate of pay for serving jury duty during the employee's regularly scheduled work hours. In order to be compensated for jury duty leave, the employee must submit to human resources a copy of their jury duty summons, along with their time-in/time-out tracking sheet as provided by the court.

SECTION 6 - MILITARY LEAVE

The administration of military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the Military & Veterans Code of the State of California and USERRA. The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

An employee ordered to active duty for training purposes in the U.S. armed forces, will be paid the difference between their District salary and the basic pay received for active military duty for a maximum of 10 working days per year.

SECTION 7 - SCHOOL OR CHILD CARE PROVIDER ACTIVITIES LEAVE

School or child care provider activities leave is the allowable use of the employee's existing leave credits to attend school or child care provider activities; to enroll or reenroll a child in a school or with a licensed child care provider; or to address a school or child care provider emergency.

A regular employee who is a parent, guardian, stepparent, foster parent or grandparent with custody, or who stands in loco parentis, of a child enrolled in grades K through 12 of a public or private school, or in a licensed child day care facility, is eligible for school or child care provider activities leave.

An employee may use up to 40 hours of his/her existing vacation, sick leave, or compensatory time hours per calendar year, but not more than 8 hours in any single calendar month, regardless of the number of children the employee may have. The 8 hour per month limitation does not apply for leave to address a school or child care provider emergency.

A. If the employee does not have sufficient paid leave available, he/she shall be allowed to take unpaid personal leave.

B. Employees are required to give 48 hours advance notice, unless it is a school or child care provider emergency as indicated in below, of their desire to take school or child care provider

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activities leave. Advance notice of less than 48 hours may only be given with approval by the District.

C. The District may also require that the employee provide documentation verifying participation in school or child care provider activities.

D. An emergency means that an employee’s child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up from the school or child care provider;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and/or
- A natural disaster, including, but not limited to, fire, earthquake or flood.

SECTION 8 - FAILURE TO RETURN FROM LEAVE/JOB ABANDONMENT

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from military leave, failure by an employee to return to duty or notify the District of their intent to return to duty within 48 hours of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 8. HOLIDAYS

A. ACTUAL HOLIDAY DATES

Following are the actual holiday dates, which may differ from the District’s observed holiday date, as described below in “B”:

- New Year’s Day - January 1
- Martin Luther King, Jr. Day - 3rd Monday in January
- Presidents' Birthday - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day – 1st Monday in September
- Veterans Day - November 11
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving – 4th Friday in November
- Christmas Eve - December 24

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Christmas Day - December 25
New Year's Eve Day - December 31

B. DISTRICT OBSERVED HOLIDAYS

Any of the actual holiday dates listed in "A" above that fall on a Saturday shall be observed (i.e., District offices will be closed) on the preceding Friday. Any of the above holidays that fall on a Sunday shall be observed on the following Monday.

C. HOLIDAY PAY

An employee whose regularly scheduled work day falls on an actual holiday date as listed above in "A", **not** the date that a holiday is observed, shall be paid for their actual hours worked, plus holiday pay for their regular hours for that day.

1. For example, an employee on a 9/80 work schedule will receive 9 hours of holiday pay for an actual holiday date that falls on a Monday through Thursday, or 8 hours of holiday pay an actual holiday date that falls on their working Friday. An employee that regularly works a 4/10 schedule shall receive 10 hours of holiday pay for an actual holiday date that falls on their regularly scheduled work day.
2. For an employee on a 9/80 work schedule, when a holiday falls on their regular Friday off, the holiday will be observed and the employee will have the following Monday off.
3. To be eligible for holiday pay, an employee must be in paid status in the in the pay period that includes the holiday.

ARTICLE 9. BENEFITS

SECTION 1 - HEALTH/MEDICAL

A. ELIGIBILITY

New regular full-time employees are eligible for health, dental and vision benefits on the first day of the month following their date of hire and upon proper application and acceptance, as set forth in the agreement between the District and ACWA/JPIA for the benefit plan year that begins January 1 and ends December 31 of each year. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.

B. COVERAGE

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The cost of coverage for each health plan offered is provided in a premium rate sheet that is updated ahead of the start of each benefit plan year and provided to all employees during open enrollment.

1. The District pays 100% of the Kaiser plus Chiropractic plan for each coverage level: employee only, employee plus one, employee plus family. The District also pays these same amounts towards the cost of any other plan and coverage level an employee selects.

a. a. — For example, if the Kaiser plus Chiropractic plan for employee-only coverage is \$600 per month and an employee selects a PPO option for employee-only coverage at a monthly cost of \$900, the District would pay \$600 and the employee would be responsible for the additional \$300 per month.

C. COVERAGE TERMINATION

An employee's medical/dental/vision coverage will end on the last day of the month in which they are no longer employed by the District. For example, if an employee resigns on May 11, their coverage will end on May 31.

Depending on the employee's medical coverage and their last day of employment, additional premium deductions may be taken from their last paycheck in order to cover any remaining monthly "employee cost."

D. WAIVER OF HEALTH/MEDICAL COVERAGE

Eligible employees who provide proof of coverage under another group health insurance plan may elect to waive District-provided health coverage and will receive \$250 per month in lieu of health coverage.

SECTION 2 - DENTAL & VISION

The District provides dental and vision insurance and pays the full amount of the monthly premiums for all regular full-time employees and their eligible dependents. All eligible employees are required to enroll in the dental and vision plans for employee-only coverage. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.

SECTION 3 - LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

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MOU BETWEEN FPU D AND FMEA

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance and AD&D plan. The District shall pay the full monthly premium costs for coverage.

A. The benefit is equal to two times an employee's base annual salary, rounded to the next higher \$1,000, up to a maximum of \$300,000.

1. At age 65, but not age 70, benefit is 67% of the amount shown in "A" above.
2. At age 70 or more, the amount of the insurance will be 45% of the amount shown in "A" above.

SECTION 4 - LONG TERM DISABILITY (LTD) INSURANCE

The District shall pay the full monthly premium costs for employees' LTD insurance coverage. Beginning on or as near to July 1, 2019 as is administratively possible and for the term of this agreement, the District-paid LTD benefit will change from a 66^{2/3} % pre-tax benefit to a 60% post-tax benefit, resulting in the District-paid monthly premiums being made after-tax and making the actual LTD benefit tax-free. To accomplish this, each employee's salary will be "grossed up" approximately 20% to off-set the amount of taxes the District will be paying for each employee.

SECTION 5 - FLEXIBLE SPENDING ACCOUNTS (FSA)

The District will maintain a voluntary FSA program in accordance with applicable IRS statutes to allow employees to pay for covered expenses using pre-tax dollars.

SECTION 6 - STATE DISABILITY INSURANCE (SDI) & PAID FAMILY LEAVE

Employees requested and the District implemented State Disability Insurance (SDI) at the employees' expense. Participation is mandatory. The coordination of SDI or PFL (Paid Family Leave) payments with sick leave cannot exceed the employee's regular weekly wage. Coordinating SDI payments with vacation leave does not affect your benefits. The District requires that employees use two weeks of vacation prior to receiving PFL.

SECTION 7 – DEFERRED COMPENSATION

[Effective July 1, 2022, the District's matching contribution to a 401\(a\) plan for management employees who contribute at least an equal percentage to their individual 457\(b\) deferred compensation plan shall increase by .5% to 2.9% of the employee's base salary.](#)

[Effective July 1, 2023, the District's matching contribution to a 401\(a\) plan for management employees who contribute at least an equal percentage to their individual 457\(b\) deferred compensation plan shall increase by .5% to 3.4% of the employee's base salary for the remainder of the contract.](#)

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~~Beginning on or as near to July 1, 2019 as is administratively possible and for the term of this agreement, FPUD will match 2.4% of each FMEA employee's base salary to a District 401(a) plan as long as the employee is contributing at least that percentage to their individual deferred compensation 457(b) plan.~~

SECTION 8 - RETIREMENT & SOCIAL SECURITY

A. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

The District participates in the California Public Employees' Retirement System (CalPERS).

1. Employees hired at the District before January 1, 2013 are considered "classic members" and contribute 8% of their salary, with the following provisions under the District's contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2.5% at age 55; and
 - c. Single Highest Year Final Compensation Option.
2. Employees hired on or after January 1, 2013 who are also "new members" will contribute 50% of the normal cost established by CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), with the following provisions under the District's contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2% at age 62; and
 - c. Average of Three Highest Years' Compensation.

B. SOCIAL SECURITY

All employees of the District participate in the Federal Social Security Program. Payroll deductions are taken from each employee's pay and matching contributions are made by the District.

C. HEALTH REIMBURSEMENT ACCOUNT (HRA)

An employee hired before July 1, 2022 and retiring after age 50, with 10 or more years of continuous employment, has the option of continuing on the District's medical, dental and/or vision insurance plans using an HRA account that is funded with conversion of their sick leave hours as follows:

1. Using the current benefit plan year's premium rates and a 5% projection for possible cost increases in subsequent years, the District estimates the projected cost for the employee to pay 50% of the employee-only monthly premium for dental and/or vision coverage and 50% of the employee-only monthly medical premium/s, with the District paying the

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remaining 50% of the employee-only dental and/or vision and employee-only monthly medical premium/s.

Following is an example of how the medical premium costs are shared between the retiree and District:

	TOTAL MONTHLY PREMIUM FOR KAISER MEDICAL	RETIREE PAYS MONTHLY	DISTRICT PAYS MONTHLY
RETIREE Only Coverage	\$ 623.16	\$ 311.58	\$ 311.58
RETIREE + One	\$ 1,236.43	\$ 924.85	\$ 311.58
RETIREE + Family	\$ 1,745.45	\$ 1,433.87	\$ 311.58

2. The full amount as calculated in “1” above is the amount that will be transferred from the employee’s final sick leave balance to their HRA account, which will be used to make the monthly premium payments until the HRA account balance is depleted or the retiree or their covered spouse, if applicable, reaches Medicare eligibility.

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The following is an HRA example for an employee that retires in 2019 at age 60 with 1500 hours of sick leave on the books and typical Medicare eligibility at age 65:

1. Value of Total 1500 Sick Leave Hours at Retirement	\$67,500	1500 Hours x \$45.00 (Employee's Hourly Wage)
2. Premium Cost of Retiree + Spouse Coverage for Medical, Dental & Vision		NOTE: Premium costs provided for example only, they do not represent actual rates
2019 benefit year	\$10,000	
+5% in 2020	\$10,500	
+5% in 2021	\$11,025	
+5% in 2022	\$11,567.25	
+5% in 2023	\$12,155.06	
3. Amount Deposited to HRA	\$55,256.31	Estimated total cost for coverage to Medicare eligibility in 2023
4. Amount of Sick Leave Remaining After Amount Deposited to HRA	\$12,243.69	Calculation: \$67,500-\$55,256.31
5. Hours Equivalent of Remaining Sick Leave	272.08 Hours	Calculation: \$12,243.69/\$45.00. *Eligible to cash out or convert to CalPERS service credit full remaining balance since less than 600 hours max. in effect for 7/1/19-6/30/20
6. Cash out value or amount to be converted to CalPERS service credit	\$12,243.60	Calculation: 272.08*\$45.00

3. If a retiree's HRA account balance is depleted before they become eligible for Medicare, he/she can instead begin paying their share of the monthly premiums directly to the District in order to continue coverage under the District's medical, vision and/or dental insurance plans until the retiree or their spouse, if applicable, is eligible for Medicare.

4. Once a retiree and/or their covered spouse becomes eligible for Medicare, which makes them ineligible to continue on the District's medical coverage, they are also no longer eligible to continue on the District's dental and/or vision coverage. Instead, they will receive information on continuing their coverage/s using COBRA.

5. Actual premium rates to be deducted from each retiree's HRA will be updated as the actual rates are provided for each new plan year (January 1 – December 31).

6. If applicable, any balance in the account when the retiree becomes eligible for Medicare or if they should die prior to becoming eligible for Medicare, will be available for the same use to the retiree's covered eligible dependent(s) until they become eligible for Medicare or COBRA rights are exhausted, whichever comes first. If there is no covered eligible dependent(s), any unused balance shall be forfeited.

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7. If an employee has sick leave hours remaining after the mandatory contribution to the HRA account as described above, OR if the employee chooses to not participate in the HRA, the employee has the choice of:

a. Cashing out half of their remaining sick leave hours balance, up to the maximum of 400 hours as outlined below, or all of their remaining balance, whichever is less ~~or~~

- ~~600 hours max. — Effective July 1, 2019 — June 30, 2020~~
- ~~500 hours max. — Effective July 1, 2020 — June 30, 2021~~
- ~~400 hours max. — Effective July 1, 2021 — June 30, 2022~~

b. Converting half of their remaining sick leave hours balance, up to the maximum of 400 hours as outlined above, to CalPERS service credit. If an employee wishes to elect this option, they must inform human resources before their final date of employment with the District.

ARTICLE 11. EDUCATIONAL PLAN

~~On or as near to July 1, 2019 as is administratively possible, a combined sum of \$30,000 will be designated for continuing education for FPUDEA and FMEA employees. Any unused funds as of June 30, 2020 will roll over to the following year's education fund.~~

~~On or as near to July 1, 2020 as is administratively possible, a combined sum equal to the amount of \$30,000, not including funds rolled over from the previous year, will be designated for continuing education for FPUDEA and FMEA employees. Any unused funds as of June 30, 2021 will roll over to the following year's education fund.~~

~~On or as near to July 1, 2021 as is administratively possible, a combined sum equal to the amount of \$30,000, not including funds rolled over from the previous year, will be designated for continuing education for FPUDEA and FMEA employees.~~

Unit members seeking participation in the educational plan must first obtain approval from the General Manager. The General Manager shall have the authorization to increase District contribution to the fund, at his/her discretion, throughout the remainder of the agreement.

If, at any time, the education fund is depleted, the District shall inform the Association immediately, in writing, that funds are no longer available, to help employees prepare for the following semester.

The funds set aside for the educational plan will not be used to replace existing funds for unit member certification and other job-related training.

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An employee participating in the educational plan must receive a grade of “C” or better in each class in order to receive reimbursement.

ARTICLE 12. LAYOFF PROCEDURES

The District agrees to meet with the bargaining unit representatives at least 30 days prior to issuance of any layoff notices for the purpose of conferring over the impact and implementation of said layoffs and to discuss alternatives and options; however, the General Manager shall retain the final decision with respect to the classifications and number of employees to be laid off.

A. The layoff process shall be administered and employees selected for layoff as follows:

- First: Temporary employees
- Second: Probationary employees
- Third: Part-time employees
- Fourth: Regular employees

1. Regular employees in classifications identified to be laid off will be laid off in order of seniority, with the employee with the least seniority laid off first.
2. Whenever two or more employees have identical seniority in the affected classification, the order of layoff shall be determined by the General Manager on the basis of performance.
3. In lieu of being laid off, regular employees have the right to demote to a lower vacant position with the District and for which the employee meets the minimum qualifications and is capable of performing the essential functions of the position.

ARTICLE 13. USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business. Violations may result in disciplinary action, up to and including termination.

A. An employee who is assigned a District vehicle shall not allow any other individual, including District employees, to drive the vehicle for personal use.

B. An employee may be granted limited personal use of a District vehicle upon first receiving approval by the General Manager or his designee.

ARTICLE 14. DISCIPLINARY ACTION

MOU BETWEEN FPUD AND FMEA

Violations of FPUD'S Personnel Regulations, safety rules, criminal law, and/or actions which are insubordinate, flagrantly careless and/or incompetent, or otherwise prejudicial to the best interests of the District, will be subject to disciplinary action, up to and including termination.

While it is the District's intent to take a progressive approach to disciplinary matters, progressive discipline is not required depending on the severity of the employee's misconduct.

SECTION 1 - DISCIPLINARY ACTIONS NOT SUBJECT TO NOTICE AND APPEAL PROCEDURES

A. The following disciplinary actions may be taken to address an employee's performance deficiencies and/or to address a violation as stated above:

1. Verbal counseling/warning
2. Written warning
3. Reassignment
4. Suspension without pay for up to 3 days

SECTION 2 - DISCIPLINARY ACTIONS SUBJECT TO NOTICE AND APPEAL PROCEDURES

A. The following disciplinary actions require that written notice of intent to discipline be given to the employee, with an opportunity for the employee to appeal the proposed discipline:

1. Suspension from duty without pay for 4 or more days
2. Salary step reduction
3. Demotion
4. Termination from District employment

B. A written notice of intent to discipline shall be provided to the employee not less than 10 business days prior to the effective date of the proposed disciplinary action and shall contain:

1. Specific charges upon which action is based;
2. The reasons why such action is being taken;
3. Copies of the materials upon which the action is based;
4. Information essential to give the employee a fair opportunity to answer the charges made;

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5. A time and date no less than 5 business days after the notice of intent to discipline was provided to the employee by which the employee must submit a written response, including their intent to appeal the proposed discipline either in writing or at a Skelly meeting with the General Manager; and
 6. A tentative date and time for a Skelly meeting.
- C. Failure of the employee to respond to the notice of intent to discipline shall constitute a waiver by the employee of any right to appeal the proposed discipline and will result in the discipline being imposed as originally presented.
- D. If the employee or former employee is dissatisfied with the decision made by the General Manager or his designee, he may appeal in writing, to the President of the Board of Directors. This written notice of appeal shall be filed with the Secretary of the District no later than fifteen calendar days after the date of service of the notice of the General Manager's or his designee's decision, whichever is earlier. Either party may also request a no-cost mediation through the State Mediation and Conciliation Service prior to the appeal hearing. Such request must be made by the employee within the same fifteen calendar day period noted above, or by the District within 15 calendar days of receiving notice of the employee's written appeal.
1. The Secretary shall schedule a hearing within thirty calendar days of the date of filing of the notice of appeal, and the Secretary shall notify the employee of the time and date fixed for the hearing. This time can be extended for good cause.
 2. Upon conclusion of the hearing, the Board of Directors shall inform the employee, in writing, of their determination within 5 business days. This time can be extended for good cause.
 3. The Board of Directors has the power to reinstate a discharged employee and/or to impose less severe discipline on the employee. The decision of the Board of Directors is final and cannot be appealed.

ARTICLE 15. GRIEVANCE PROCEDURE

[A grievance shall be considered as any matter for which appeal is not elsewhere provided concerning a dispute about the interpretation or application of the terms or conditions contained in an MOU, the Personnel Rules, or a District policy or procedure regarding the same. Timeframes, as set forth throughout the grievance procedure, may be extended by mutual agreement between the parties.](#)

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MOU BETWEEN FPUD AND FMEA

A. PURPOSE

To provide employees, either individually or through their association representative, with a means of obtaining further consideration of a complaint or issue after every reasonable effort has failed to resolve them through less formal discussion.

B. PROCEDURE

• STEP 1. FIRST LEVEL OF REVIEW - IMMEDIATE SUPERVISOR

An employee should first try to get their complaint/issue settled informally through discussion with their immediate supervisor within 15 business days of the occurrence of the event resulting in the grievance. If the employee is not in agreement with the outcome of the discussion, they have the right to file a formal grievance, in writing, to the Operations Manager or Human Resources Manager within 10 business days after receiving the informal decision of their immediate supervisor.

• STEP 2. SECOND LEVEL OF REVIEW – OPERATIONS MANAGER OR HUMAN RESOURCES MANAGER

If an employee does not receive a satisfactory answer or resolution from their immediate supervisor, he will be allowed 10 business days to refer the grievance, in writing, to the Operations Manager, in the case of field personnel, or to the Human Resources Manager in the case of office personnel. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. After receiving the written grievance, the Operations Manager or Human Resources Manager will promptly schedule a meeting to provide the employee an opportunity to present his appeal personally. The manager who met with the employee will provide a written response within 15 business days. If the employee does not agree with the decision reached, he/she may present the appeal in writing to the General Manager.

• STEP 3. THIRD LEVEL OF REVIEW - GENERAL MANAGER

The General Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The General Manager may designate any person or persons to advise them concerning the appeal. The General Manager shall render their decision in writing to the employee within 10 business days after receiving the appeal. The decision at this step shall be final and conclusive for all parties.

C. GRIEVANCE AGAINST GENERAL MANAGER

A grievance in which the General Manager is a party may be submitted to the President of the Board of Directors. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. The grievance shall be submitted to the President of the Board of Directors within 15 business days of the event resulting in the grievance. The Board of Directors will investigate the grievance and may hold a formal or informal hearing at its discretion, unless waived by the employee. The Board of Directors shall submit its written decision within 10 business days. The decision of the Board of Directors is final.

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Following submission of the General Manager's answer, and before going to Section 4, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter.

- STEP 4. ADVISORY ARBITRATION. Any dispute or grievance which has not been resolved by the grievance procedure may be submitted to advisory arbitration by the Association Representative or the District within ten working days, following its termination in the grievance procedure. The following Advisory Arbitration procedures shall be followed:

(1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within 5 working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of 3 arbitrators trained in conducting grievance hearings. If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of 5 arbitrators. Both the District and the Association shall have the right to strike 2 names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

(2) The arbitrator shall hear the case within 20 working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the District within 15 working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the General Manager who shall render a final decision within 10 working days. The arbitrator shall have no authority to amend, alter, or modify this agreement or its terms and shall limit recommendations solely to the interpretation and application of this agreement.

(3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the District and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.

(4) The District and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses, and/or stenographer.

A grievance shall be considered as any matter for which appeal is not elsewhere provided for concerning a dispute about the interpretation or application of the terms or conditions contained in this MOU, the Personnel Regulations, or a District policy or procedure regarding the same.

SECTION 1 – PURPOSE

MOU BETWEEN FPUD AND FMEA

~~A. To provide employees, either individually or through the Association representatives, with a means of obtaining further consideration of a complaint or issue after every reasonable effort has failed to resolve them through less formal discussion.~~

SECTION 2 – PROCEDURE

~~A. First Level of Review – Immediate Supervisor~~

~~An employee should first try to get their complaint/issue settled informally through discussion with his/her immediate supervisor within 15 business days of the occurrence of the event resulting in the grievance. If the employee is not in agreement with the outcome of the discussion, he/she then has the right to file a formal grievance, in writing, to the Human Resources Manager within 10 business days after receiving the informal decision of his/her immediate supervisor.~~

~~B. Second Level of Review – Human Resources Manager~~

~~If an employee does not receive a satisfactory answer or resolution from his immediate supervisor, he will be allowed 10 business days to refer the grievance, in writing, to the Human Resources Manager. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. After receiving the written grievance, the Human Resources Manager will promptly schedule a meeting to provide the employee an opportunity to present his appeal personally and will provide a written response within 15 business days. If the employee does not agree with the decision reached, he/she may present the appeal in writing to the General Manager.~~

~~C. Third Level of Review – General Manager~~

~~The General Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The General Manager may designate any person or persons to advise him/her concerning the appeal.~~

~~The General Manager shall render his/her decision and comments in writing and return them to the employee within 10 business days after receiving the appeal. The decision at this step shall be final and conclusive for all parties.~~

~~D. Grievance Against General Manager~~

~~A grievance in which the General Manager is a party may be submitted to the President of the Board of Directors. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. The grievance shall be submitted to the President of the Board of Directors within 15 business days of the event resulting in the grievance. The Board of Directors will investigate the grievance and may hold a formal or informal hearing at its~~

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~~discretion, unless waived by the employee. The Board of Directors shall submit its written decision within 10 business days. The decision of the Board of Directors is final.~~

~~Timeframes, as set forth above, may be extended by mutual agreement between the parties.~~

E. Grievance Policy Exclusions

This grievance procedure shall not apply to:

- 1. The content of employee evaluations;
- 2. Verbal warnings or counseling;
- 3. Employee recognition programs; or
- 4. Any other subject unless covered in the expressed terms of this MOU.

ARTICLE 16. ENTIRE AGREEMENT & SIGNATURES

If any of this MOU is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable provisions of Federal, State or Local laws or regulations, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

It is acknowledged that during negotiations which resulted in this MOU, FMEA had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects within the scope of representation. Therefore, for the term of this agreement, FMEA agrees that FPUD shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this MOU. All terms and conditions of employment not covered in this MOU shall continue to be subject to FPUD’s direction and control.

Except as specifically restricted by an express provision of this MOU, FPUD retains and may exercise all management rights and prerogatives in its discretion.

The terms and conditions of this MOU shall remain in effect during negotiations if the negotiations extend beyond June 30, 202~~2~~⁷ until a new MOU is agreed upon or impasse is reached, whichever occurs first.

It is agreed that the Personnel Regulations shall be changed to reflect the changes contained herein.

President, Board of Directors

FMEA

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Date

Date