
**Service Employees
International Union CTW-CLC
Local 521**



MEMORANDUM OF UNDERSTANDING
August 15, 2015 - June 30, 2017

**Lindsay-Strathmore Irrigation District
Bargaining Unit 2**

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521 &
LINDSAY-STRATHMORE IRRIGATION DISTRICT
August 15, 2015-August 14, 2017

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – PURPOSE	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - MAINTENANCE OF BENEFITS	1
ARTICLE 5 - RIGHT TO REPRESENTATION	2
ARTICLE 6 - HEALTH & SAFETY	2
ARTICLE 7 - JOB DESCRIPTION.....	2
ARTICLE 8 – SENIORITY	2
ARTICLE 9 - DUES DEDUCTION	2
ARTICLE 10 - RULES AND REGULATIONS.....	2
ARTICLE 11 - WORK ACCESS AND BULLETIN BOARDS	3
ARTICLE 12 - CHANGE OF WORK RULE NOTICE.....	3
ARTICLE 13 - PERSONNEL FILES	3
ARTICLE 14 – WORKWEEK.....	3
ARTICLE 15 - OVERTIME AND CALLBACK TIME.....	4
ARTICLE 16-SALARY	4
ARTICLE 17 - MILEAGE REIMBURSEMENT.....	5
ARTICLE 18 - SPECIAL WORK CLOTHING	5
ARTICLE 19 – VACATION	5
ARTICLE 20 - SICK LEAVE	5
ARTICLE 21 – HOLIDAYS	6
ARTICLE 22 - FLOATING HOLIDAYS.....	6
ARTICLE 23 - BEREAVEMENT LEAVE	6
ARTICLE 24 - OUT-OF-CLASS PAY	7
ARTICLE 25 - GRIEVANCE PROCEDURE	7
ARTICLE 26 – INSURANCE	7
ARTICLE 27 - EDUCATION INCENTIVE PROGRAM.....	7
ARTICLE 28 - EDUCATIONAL AND CERTIFICATION REQUIREMENTS	9
ARTICLE 29 – LAYOFF	9

ARTICLE 30 – SEVERABILITY	9
ARTICLE 31 – SUCCESSION	9
ARTICLE 32 - TERMS OF AGREEMENT	10
ARTICLE 33 - DISCIPLINE & DISCHARGE	10

MEMORANDUM OF UNDERSTANDING

ARTICLE 1 – RECOGNITION

Pursuant to California Government Code §3500 - 3510 the LINDSAY-STRATHMORE IRRIGATION DISTRICT (LSID), hereby, recognizes the SEIU LOCAL 521 as the exclusive representative of Bargaining Unit #2.

ARTICLE 2 – PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understand between LSID and the employees covered herein to provide for an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the full understanding of the parties reached as a result of good faith bargaining.

The Articles and provisions contained herein constitute, upon adoption by the Board of Directors, a bilateral and binding agreement by and between LSID SEIU Local 521.

ARTICLE 3 - MANAGEMENT RIGHTS

It is recognized that, LSID shall retain the rights and authority to operate and direct the affairs of LSID in all aspects, including but not limited to the right to direct the work force; to plan, direct and control all operations and services of LSID; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities. The rights of management specified hereunder shall not abridge the joint rights and obligations of the employees and management to meet and confer in good faith on wages, hours, terms, and conditions of employment in accordance with the provisions of 3500 et. seq. of the Government Code.

ARTICLE 4 - MAINTENANCE OF BENEFITS

All existing resolutions, rules, regulations and policies of LSID pertaining to employment shall remain in full force and effect, except as modified by this Agreement; or as modified during the term of the Agreement through the process of meet and confer.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms of provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by LSID.

ARTICLE 5 - RIGHT TO REPRESENTATION

Any employee has a right to representation by a person of his/her choice at any pre-disciplinary review or investigation, or at any appeal of disciplinary action before the Board of Directors or a committee thereof. If such a proceeding is set, the employee shall be made aware of their rights under this provision. Meeting with supervisory personnel to discuss job performance, corrective action, or personnel evaluations shall not be considered disciplinary proceedings unless the employee feels disciplinary action is reasonably likely to be imposed as a result of such conference or meeting.

ARTICLE 6 - HEALTH & SAFETY

LSID agrees to provide a safe and healthful work place in accordance with applicable law.

Any annual physical required (i.e. for a driver's license) for LSID employment, shall be provided for by the LSID at no cost to the employee.

ARTICLE 7 - JOB DESCRIPTION

The District maintains job descriptions in order to set forth the principle job duties and requirements of the position. An employee may review job descriptions and make copies upon request during business hours. Job descriptions shall not serve to limit the tasks that may be assigned. In accordance with Article 3 hereof, employees may be assigned duties outside of the job description at the Manager's discretion.

ARTICLE 8 – SENIORITY

The District will consider seniority in its determinations regarding layoff, scheduling, vacation and work assignments.

ARTICLE 9 - DUES DEDUCTION

LSID agrees to provide payroll deduction of SEIU Local 521 dues upon receipt of a signed authorization form. Monies collected shall be forwarded to SEIU Local 521 as soon as possible thereafter.

ARTICLE 10 - RULES AND REGULATIONS

It shall be the policy of LSID to provide a current copy of the rules and policies governing personnel administration of LSID, to all employees upon request, and to

maintain a copy for inspection at the District office.

ARTICLE 11 - WORK ACCESS AND BULLETIN BOARDS

SEIU Local 521 shall have access to work locations for the posting of employee information, investigation of employee grievances and during non-work times for discussions with employees of issues and events. The Manager shall be notified in advance of any posting or investigation, and access for such posting or investigation shall not be disruptive of workflow. Reasonable space for posting employee information shall be made available by LSID.

ARTICLE 12 - CHANGE OF WORK RULE NOTICE

LSID shall give SEIU Local 521 reasonable notice to meet and confer of any, rule, resolution or regulation affecting or directly impacting the wages, hours, terms, and conditions of represented employees, which has been proposed for adoption by LSID, in accordance with Government Code 3500 et. seq.

ARTICLE 13 - PERSONNEL FILES

An employee or authorized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request with adequate notice. A copy of any statements or material proposed to be placed in an employees personnel file must first be given to the employee for review and, if the employee desires, he or she may file, within thirty (30) days, a written response to such material or statements. The employee shall acknowledge that he/she has had the opportunity to read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signified that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

ARTICLE 14 – WORKWEEK

The normal workweek for employees covered by this MOU shall be 7 consecutive days, Monday through Sunday. The normal workday shall be eight (8) hours. Employees shall normally work five consecutive days in a workweek for a weekly total of 40 worked hours.

Individual employees or groups of employees may be assigned, or be hired to, work differing shifts to meet the need of the orderly operation of the LSID. There shall be forty-eight hour break between shifts when an employee is required to change his or her schedule.

LSID agrees the District Manager will authorize an employee rest period not to exceed thirty (30) minutes during each four-hour period. LSID agrees the District Manager will authorize an employee lunch break of at least thirty (30) minutes but not to exceed sixty (60) minutes during any eight-hour period.

ARTICLE 15 - OVERTIME AND CALLBACK TIME

Once an employee has left the work site and is called back to work after their regular work hours, they shall be reimbursed for the actual hours worked, but in no case shall they receive credit for less than two (2) hours worked.

If an employee is required to work after his/her normal shift or is called into work before his/her normal work schedule, such time shall be recorded in increments of fifteen (15) minutes.

Overtime is defined as those hours worked in excess of 40 hours in a seven-day workweek. Holidays, vacation and paid sick leave time shall not be considered as time worked.

An employee who is-scheduled to remain on standby to receive and respond to emergency calls during off duty hours shall be provided a radio/cell phone for such calls. The employee is not required to remain on LSID premises or be confined to any geographical area while on standby but only to be able to respond to any emergency call within a reasonable time. Employees who are on standby duty shall receive sixty dollars (\$60.00) each week they are on standby.

ARTICLE 16-SALARY

The District will provide employees with the option of a 4% lump-sum payment or 2% increase in the employee's base salary for salary years beginning August 15, 2015 and 2016.

Each employee can select from one of the four options below to receive their wage increase:

1. Employee can choose to accept a 4% lump sum payment in year 1 and year 2.
2. Employee can choose to accept a 4% lump sum payment in the first year and a 2% increase in base salary in the second year.
3. Employee can choose to accept a 2% increase in base salary in the first year and 4% lump sum payment in the second year.
4. Employee can choose to accept a 2% base salary increase in year 1 and 2.

Employees shall notify LSID of their choosing no later than August 12, 2015.

All usual deductions and contributions will be made on the total amount paid, including employer matching contributions to the 401k plan.

ARTICLE 17 - MILEAGE REIMBURSEMENT

Any employee required to travel on business for LSID, and who utilizes his/her privately owned vehicle, with prior approval of the Manager, shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of LSID business. LSID shall review the mileage and per diem expenses at least annually for rate adjustment.

ARTICLE 18 - SPECIAL WORK CLOTHING

Any employee required to wear specialized clothing while on duty shall be provided such clothing at no cost to the employee. Specialized clothing shall include, but not limited to, hardhats, raincoats, steel-toed safety boots, welding helmet, gloves and safety flagging vests. LSID will provide, on a regular basis, work shirts for employees.

ARTICLE 19 – VACATION

Following six months of continuous full time employment on a regular monthly basis, each employee shall be allowed 5 ½ working days vacation. After the first year, the employee shall be allowed 12 working days vacation. Accumulated vacation time shall be restricted to 24 working days. At the end of the 10th year of service, the employee shall be allowed 15 working days vacation. Accumulated vacation time shall be restricted to 30 working days. Vacations will be allowed only when the nature of the job permits absence. Vacation will be accrued during absences from work charged as vacation accrued or accumulated sick leave, but not during authorized leaves of absence.

ARTICLE 20 - SICK LEAVE

Employees shall be credited with sick leave at the rate of one day per month worked, with a maximum accrual of 120 days. Time off for doctor and dentist visits will be charged as sick leave. Doctor verification may be required after 3 days illness. Fifty percent of accrued sick leave may be used to care for a member of the employee's immediate family as required by state law (Kin Care). No employee shall be entitled to compensation or vacation in lieu of accumulated sick leave.

ARTICLE 21 – HOLIDAYS

- A. All eligible employees covered by this contract shall observe the following eight-hour holidays with pay.

President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day

- B. Whenever a holiday falls on a Sunday, the holiday shall be observed the following Monday. Whenever a holiday falls on a Saturday, the holiday shall be observed the previous Friday.

ARTICLE 22 - FLOATING HOLIDAYS

For the year commencing on the first day of the term of this MOU, in which all employees of LSID Bargaining Unit #2 experience no lost time accidents, LSID agrees to provide two additional annual paid Floating Holidays to be observed the following year. Employees must request floating holiday time at least twenty-four (24) hours in advance.

ARTICLE 23 - BEREAVEMENT LEAVE

For purposes of bereavement leave, "Immediate Family" shall be defined as an Employee's:

Spouse, Child, Stepchild, Parent, Stepparent.

In the event of the death of "Immediate Family," an employee may be granted a leave of absence not to exceed ten (10) days with pay.

In the event of the death of brother, sister, mother/father-in-law, brother/sister-in-law, grandparents or other person legally dependent on the employee, an employee may be granted a leave of absence not to exceed three (3) days with pay.

ARTICLE 24 - OUT-OF-CLASS PAY

An employee shall receive pay for acting assignments when they work out-of-class, in a greater position. Such pay shall commence when the employee has worked a majority of the shift in such out-of-class work. Such pay shall be a maximum of 5% greater than the employee's present salary, or the current class salary, whichever is less.

ARTICLE 25 - GRIEVANCE PROCEDURE

- A. If an employee covered by this agreement is dissatisfied with any aspect of their employment, and after discussing the matter with the General Manager is still not satisfied with the outcome, the union may request State Mediation and Conciliation Services (SMCS). Requests for mediation shall be made in writing to the General Manager within 10 working days after meeting with the General Manager. It is the intent of the parties that the grievance mediation session begins as soon as possible consistent with the mediator's schedule.
- B. The District agrees that either side may request mediation through State Mediation and Conciliation Services (SMCS). Neither side is obligated to accept the outcome of such mediation.
- C. If the employee is still not satisfied with the outcome, he or she shall be allowed upon request a hearing, along with proper representation, before the Board of Directors. No evidence shall be presented to the Board of Directors that was not presented to the manager for his consideration of the Grievance.

ARTICLE 26 – INSURANCE

Health Insurance - LSID agrees to continue providing health insurance through the District's Aetna Group Health Plan and Benelect for all eligible employees and their eligible dependents. LSID further agrees to continue the same ratio of employee and dependent premium contribution.

Modifications by the insurer of coverage, deductible and co-pays not requested by the insured are not subject to meet and confer. Premium increases are subject to meet and confer. Changes in health insurance carriers not resulting in changes to coverage or increases in premium are not subject to meet and confer.

ARTICLE 27 - EDUCATION INCENTIVE PROGRAM

Purpose

The purpose of this program is to provide financial incentive to employees who, on their

own time, enroll and complete approved educational programs that will add and/or improve skills that will enhance employee productivity and thereby augment their value as employees of LSID.

Eligible Employees

“Eligible Employee” shall mean any permanent full time employee or any permanent part time employee working 30 hours or more weekly.

Approved Educational Programs

An “Approved Educational Program” shall mean a class or classes, which are recommended by, and approved by the District Manager and determined to be beneficial to the performance of an employee in his/her current job assignment. The class must be approved in advance to qualify for the incentive program.

To qualify the class must be conducted by a fully accredited adult school, college or University and require at least 20 hours of course instruction in the case of adult schools, or be a complete semester or quarter in duration in the case of colleges and universities.

Classes taken while on duty (on compensable time), at the express direction of LSID, will not be eligible for the incentive program.

Grade Requirement

In addition to meeting the criteria above, incentive payment will only be allowed in the event of the successful completion of the course undertaken with a passing grade of “C” or better, or “Pass”, if the course is graded as “Pass/Fail”. The employee is responsible for providing appropriate evidence of successful completion.

Amount of Incentive

The incentive will be paid only to those employees who continue their employment with LSID, as provided below.

Employees who continue employment for a full six months following completion of an approved class will receive a payroll bonus of \$120.

Employees who continue employment for a full 12 months (365 days) following completion of the class will receive an additional \$120 payroll bonus.

There will be no incentive payment if an employee does not continue employment for at least six months and there will be no pro rata payment for employees who terminate employment between the sixth and twelfth month following completion of an approved class.

An employee may not, in any event, qualify for an incentive payment of more than \$240 in any fiscal year.

ARTICLE 28 - EDUCATIONAL AND CERTIFICATION REQUIREMENTS

An employee who is required by District policy or State or Federal statute to possess and maintain any license or certification necessary for their employment and that employee does not or cannot possess or maintain said license or certification may be subject to reassignment, layoff or termination. Educational courses, including computer online courses, necessary for possession or maintenance of any license or certification must be determined and scheduled with approval of the Manager, by the employee. The District, on approval of the Manager, will reimburse an employee for any cost associated with the possession or maintenance of any license or certification necessary for their employment.

ARTICLE 29 – LAYOFF

An employee terminated, in good standing, for lack of work or funds shall be offered, one time, any available position that becomes open within a one-year period of the layoff, provided the employee is fully qualified and capable of performing the work of the position that is available.

ARTICLE 30 – SEVERABILITY

If any provision of this agreement, or the application thereof is held by a State or Federal court to be contrary to law, and such ruling is no longer subject to judicial review, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect. In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within 30 days after determination for the purpose or arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 31 – SUCCESSION

In the event either party, hereto, desire to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other it's written request to commence negotiations, on or before the 60th day preceding the execution of this MOU. Failure to provide such notice shall indicate satisfaction with the existing terms and conditions and the desire for such terms and conditions to remain in force an additional twelve (12) months beyond its expiration date.

ARTICLE 32 - TERMS OF AGREEMENT

The provisions of the Memorandum of Understanding shall commence on August 15, 2015 and remain in effect through August 14, 2017, unless notice, as provided in Article 31 of the MOU, is not given in the required time.

ARTICLE 33 - DISCIPLINE & DISCHARGE

The District is in agreement with the tenets of progressive and corrective discipline, bargaining unit employees shall be neither disciplined nor discharged without Just cause.

The forms of progressive discipline are: performance counseling(s); verbal warning(s); written warning(s); suspension(s); termination for cause. Progressive is subject to the grievance process.

Corrective Discipline
Administration of Discipline
Presence of a Union Representative
Notice of Disciplinary Action
Forms of Progressive Discipline

The forms of Progressive Discipline are:

Step 1: A verbal warning of unacceptable conduct or performance.

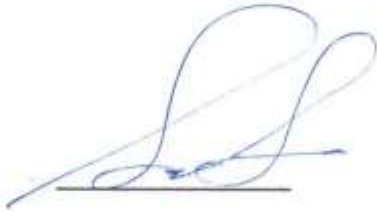
Step 2: A written disciplinary notice with copies furnished to the employee and personnel file.

Step 3: Continued failure to comply with job requirements and/or Company rules will result in a second written disciplinary notice and/or suspension without pay, depending upon the offense.

Step 4: Receipt of a third written warning within a twelve-month period will result in termination of employment.

Date: 8-11-15

For the District

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by 'A. Edwards'.

Scott A. Edwards

Manager

Date: 8/11/15

For SEIU Local 521

A handwritten signature in blue ink, consisting of a large, stylized 'J' followed by 'Joann Juarez-Salazar'.

Joann Juarez-Salazar

Richard Gomez

A handwritten signature in blue ink, consisting of a large, stylized 'J' followed by 'Jesus D. Gutierrez'.

Jesus D. Gutierrez

Questions or concerns related to contract matters contact
SEIU 521 Contract Enforcement Department at (661) 321-4181
or an Internal Worksite Organizer at the number listed below.



SEIU Local 521
1811 W. Sunnyside Avenue
Visalia, CA 93277

Phone: (559) 635-3720
Fax: (559) 733-5006
www.seiu521.org
facebook.com/seiu521
