

Memorandum of Understanding

July 1, 2018 – June 30, 2023



SVCW
Silicon Valley Clean Water

SILICON VALLEY CLEAN WATER

JOINT POWERS AUTHORITY

A PUBLIC ENTITY



STATIONARY ENGINEERS, LOCAL 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

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MEMORANDUM OF UNDERSTANDING

Between

SILICON VALLEY CLEAN WATER

And the

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY ENGINEERS LOCAL 39, AFL-CIO

This Memorandum of Understanding supersedes that Certain Memorandum of Understanding between the parties that expired June 30, 2018, pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California and upon execution shall replace that Memorandum of Understanding.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Nothing herein contained is intended to restrict, modify or amend the provisions heretofore adopted by the Commission of Silicon Valley Clean Water governing the relationship of employment.

Section 1. Recognition.

1.1 Union Recognition

International Union of Operating Engineers Stationary Local 39, AFL-CIO, hereinafter referred to as the "Union", is the recognized employee organization for the classifications listed in Section 12.

1.2 SVCW Recognition

The Manager, or any person or organization duly authorized by the Manager, is the representative of Silicon Valley Clean Water, hereinafter referred to as the "SVCW", between the SVCW and the Union.

Section 2. Union Security.

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. In recognition of Section 8.2 of this Memorandum of Understanding, if an employee who is not paying Union Dues requests individual representation from the Union, the Union may charge the employee for the reasonable costs of such representation

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When an employee is in a non-pay status

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for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Monies withheld by SVCW shall be transmitted to the Treasurer of the Union at the address specified. The Union shall indemnify, defend and hold SVCW harmless against any claims made, and against any suit instituted against SVCW on account of check-off of Union dues. In addition, the Union shall refund to SVCW any amount paid to it in error upon presentation of supporting evidence.

Section 3. Union Representative.

SVCW employees who are shop stewards of the Union shall be given reasonable time off with pay to attend meetings with management representatives or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of SVCW services as determined by the Authority. Such employee representatives shall submit a written request for excused absence to their respective department heads with an information copy to the Manager at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

Section 4. Access to Work Locations.

4.1 Reasonable Access

Reasonable access to employee work locations shall be granted officers of the union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

4.2 Solicitation

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during the working hours.

Section 5. Use of SVCW Facilities.

5.1 Prior, Written Approval Required

SVCW employees or the Union or their representatives may, with the prior approval of the Manager, be granted the use of SVCW facilities during non-work hours for meetings of SVCW employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

5.2 Use of Equipment Prohibited

The use of SVCW equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards is strictly prohibited, the presence of such

equipment in approved SVCW facilities notwithstanding.

Section 6. Bulletin Boards.

The Union may use one of the four SVCW bulletin boards in the employee lunch room under the following conditions:

6.1 Materials Must be Dated

All materials must be dated and officially issued or published by the Union and must identify the union that published them.

6.2 Removal of Materials

Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.

6.3 Forfeiture of Privilege

If the Union does not abide by these rules, it will forfeit its right to have materials posted on SVCW bulletin boards.

Section 7. Advance Notice.

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Commission and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the Commission determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, SVCW shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

Section 8. SVCW Rights.

8.1 SVCW Rights

Nothing herein shall be construed to restrict any legal or inherent exclusive right of SVCW with respect to matters of general legislative, contractual, or managerial policy, which include, without limitation: The exclusive right to determine the mission of SVCW, its constituent departments, divisions, or other organizational subdivisions; set standards of service; determine the procedures and standards of selection for employment and promotion of employees; direct its employees; relieve its employees from duty; maintain the efficiency of SVCW's operations; determine the methods, means and personnel by which such operations are to be conducted, including but not limited to, the contracting and subcontracting of work, the assignment of work in accordance with the requirements of SVCW, and the determination as to the type of work to be performed by such personnel; expand or contract the scope and type of its services; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over the organization, staffing, and the technology of conducting its operations and performing its work.

8.2 At-will Employment

Every employee shall serve at the will and pleasure of SVCW. No employee has, or may acquire, a property interest, nor any other kind of interest in, or right to, continuing employment with SVCW. Prior to discharge an employee will be provided notice of the intent to discharge and the basis thereof. Included in the notice will be an opportunity for the employee to request a meeting with the Manager prior to the termination becoming effective. Failure of the employee to request a meeting with the Manager within three work days of receipt of the notice will result in the discharge becoming final. Employees are entitled to Union Representation at the meeting. After the meeting the Manager will issue a final written determination. The decision to discharge is not subject to the grievance procedure.

Section 9. No Discrimination.

SVCW condemns and prohibits discrimination against or harassment of an individual because of that individual's sex, race, religious creed, color, national origin, ancestry, marital status, physical or mental disability, medical condition (cancer or genetic characteristics), political opinions or affiliations, sexual orientation, nor to the extent prohibited by applicable state or federal law, shall there be any discrimination or harassment because of age or military service.

Section 10. Hours of Work – Appointments, Regular Workweek and Regular Workday.

The regular workweek shall consist of forty (40) hours. Work weeks and work days may be scheduled for the convenience and efficient operation of SVCW without regard to calendar days or calendar weeks. Except when SVCW determines that urgent operational needs dictate otherwise, SVCW will notify the Union at least seven (7) work days in advance and offer the Union an opportunity to meet within that period to discuss the planned change(s) in work schedule before implementing such change(s). In an urgent situation, SVCW may implement the change before giving such notice, but shall afford the Union an opportunity to meet to discuss the change as soon thereafter as is reasonably practicable.

Section 11. Overtime, Call Back, Stand-by, Shift Differential and Confined Space Rescue Team.

11.1 Overtime

(A) Excess of 40 Hours

Overtime work is work required of any general employee in excess of 40 hours in any one work week.

(B) Authorization

All overtime worked must be approved in advance by the Manager or his or her designated representative except when such work is required in an emergency in order to prevent loss of life, injury or damage to person or property or to insure the proper operation of SVCW's facilities.

(C) Policy

It is the policy of SVCW that overtime work shall be discouraged. However, in the case of an emergency, or whenever the public interest or necessity requires, the Manager may require any general employee to perform overtime work.

11.2 Compensation - Overtime

Compensation for overtime work shall be in an amount equal to one and one-half times the applicable hourly rate of pay of the employee entitled to such compensation times the number of hours of overtime worked. Notwithstanding the foregoing, and upon request of the employee, the Manager may, at the Manager's discretion, approve compensatory time off with pay in advance of the overtime being worked for a period equal to one and one-half (1½) times the amount of time during which such overtime work was performed, in lieu of overtime pay. An employee may accrue compensatory time off up to a maximum of sixty (60) hours of time off. The unused compensatory time off balances of all employees shall be paid off at the end of each fiscal year.

11.3 Minimum Unit of Work

The smallest unit of working time which may be credited as overtime shall be one-quarter hour. General employees called back to work ("call-back time") shall be entitled to overtime compensation (including time consumed in going to and returning from work), for such call-back time; provided, however, that such employees shall be entitled to a minimum of two hours of overtime compensation for such work, irrespective of the actual time worked.

11.4 Call Back

If an employee is called back to work, he or she shall perform a minimum of two (2) hours work; provided, that if two (2) hours work is not performed, never-the-less he or she shall be compensated for a minimum of two (2) hours at time and one-half (1½) his or her regular straight-time rate of pay. This provision does not apply to instances in which the employee is called to report before his or her regular starting time and works from the time he or she reports to his or her regular starting time. Call back pay shall be figured on a portal-to-portal basis, and shall be administered in accordance with SVCW's Administrative Policy No. 2005-01, a copy of which is attached hereto as EXHIBIT A.

11.5 Stand-by assignments and pay

- (A) Subject to the requirements of this subsection 11.6, SVCW may assign employees to stand-by status outside regular work hours. While on stand-by status, the affected employee shall carry an SVCW-provided pager, cell phone or other such communication device at all times. Such employee(s) shall refrain from using alcohol or non-prescribed controlled substances while on stand-by status, and remain able to report to work within one (1) hour, if called to report to an SVCW facility for duty. If the employee's residence is more than one (1) hour away from his or her normal SVCW report location, SVCW will extend this one (1) hour period by a reasonable period as determined by SVCW to accommodate the additional necessary travel time. An employee on stand-by status may otherwise freely use such time for his or her personal activities. When the employee receives and responds to the call to work from standby status stand-by status ends and SVCW shall thereafter compensate the employee at his or her base hourly rate or, if applicable, the overtime rate of one and one-half (1½) times his or her regular rate of pay, for all hours worked after such call until he or she is authorized to terminate the work for which he or she was called to work.
- (B) For each sixteen (16) hour period spent on stand-by status on a day within the employee's regularly scheduled work week SVCW shall pay the employee forty-nine dollars (\$49).

- (C) For each twenty-four (24) hours spent on stand-by status on the employee's regularly scheduled day(s) off or on fixed SVCW holidays SVCW shall pay the employee seventy-three dollars (\$73).
- (D) Payments under paragraphs (B) or (C) of this subsection shall be prorated for half or less of said stand-by periods. Time in stand-by status is not time worked for pay purposes. Before assigning employees to stand-by on a regular or on-going basis, SVCW will notify and offer the Union the opportunity to meet and confer over the manner in which stand-by duty is distributed among the employees qualified to perform duties for which the stand-by status is assigned. This does not preclude SVCW from assigning an employee to stand-by status on an incidental basis during an emergency or when unusual operational circumstances necessitate such an assignment.

11.6 Shift Differential

An employee who is assigned to work an eight (8) hour swing or night shift shall receive a shift differential of Two Dollars and nine cents (\$2.09) per hour on swing shift and Three Dollars and thirteen cents (\$3.13) per hour on night shift for all hours worked in addition to the employee's base pay. An employee who is assigned to work a ten (10) hour shift shall receive a shift differential of Three Dollars and fifty-four cents (\$3.54) per hour for all hours worked between 6:00 p.m. and 6:00 a.m. Beginning July 1, 2018 and each July 1 that falls within the term of this MOU shift differential shall increase by the same percentage as the general wage increase, if any, on the corresponding July 1.

11.7 Confined Space Rescue Team

Effective with the adoption of this MOU (July 1, 2018 – June 30, 2023) a Confined Space Rescue Team will be established. An employee who is assigned to the Confined Space Rescue Team shall receive a premium of fifty dollars (\$50) per month.

Section 12. Salaries.

12.1 Base Wage Rates

Subject to the terms of subsection 12.4, Certification Pay, employees in the bargaining unit shall be compensated in accordance with the base hourly wage rate class zero (Class 0) set forth in Exhibit B attached hereto. -Said schedules reflect a three and one-half percent (3.5%) across the board base wage rate increase on July 1, 2018 and July 1, 2019 and a four percent (4%) across the board base wage rate increase on July 1, 2020, July 1, 2021 and July 1, 2022.

12.2 Adjustments in Compensation

Increases within salary ranges established by the Commission shall be administered as follows:

(A) Starting Rate

Initial appointments shall normally be made at the minimum salary for the classification; provided, however, that the Manager may make an initial appointment at any step or rate of pay above the minimum when justified by reason of:

- (1) the difficulty of locating qualified personnel or,

- (2) an appointee's experience, education, knowledge of the particular duties required, personal fitness for the position, and
- (3) such other criteria as may reasonably be related to preferential consideration on the basis of merit.

(B) The Manager's decision shall be final.

12.3 Step Increases

- (A) No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Manager and approval by the Manager.
- (B) An employee may be eligible for a salary adjustment to the next higher step or rate above the initial or any other step or rate from which advancement is proposed normally upon completion of a minimum period of one (1) year at such lower step or rate, and upon consideration of such employee's performance of duties, experience, education, personal fitness for the position, and other criteria reasonably related to awarding increased compensation.

12.4 Certification Pay

When an employee completes certification requirements or other approved training as set forth in the table below that are at a higher level than specified for his or her current classification description, or if the employee completes other training that is approved in advance by the SVCW Manager and that, in the Manager's judgment, provides comparable enhancement of job related skills, the employee will qualify for certification pay. Employees who have not qualified for certification pay shall be paid according to the "**CLASS 0**" salary schedule set forth in Exhibit B of this Memorandum of Understanding. Employees who have qualified for certification pay shall be paid according to the "**CLASS 1**" salary schedule set forth in Exhibit B of this Memorandum of Understanding.

OPERATIONS DEPARTMENT

Position	SWRCB Operator Certification OR	CWEA Certified Mechanical Technologist or Laboratory Analyst OR	Other Programs Approved by the SVCW Manager
Certified Operator (A-E)	Operator Certification at a grade level higher than the minimum required for their current merit pay step		Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Certified Operator (F-G)	Operator Certification at a grade level higher than the minimum required for their current merit pay step		Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Certified Senior	Operator Certification at a grade level higher than the minimum required for		Actual apprenticeships, certification programs, special

Operator	their current merit pay step		SVCW designed programs, etc.
Utility Worker	Pass Grade I Exam/enrollment in OIT Program OR	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.

MAINTENANCE DEPARTMENT

Position	SWRCB Operator Certification OR	CWEA Certified Mechanical Technologist/Electrician/Instrumentation OR	Other Programs Approved by the SVCW Manager
Plant Mechanic	Grade I	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Senior Plant Mechanic	Grade II	Grade III	Completion of an Apprenticeship Program recognized by the California Division of Apprenticeship Standards, certification program, special SVCW designed program, etc.
Planner/Scheduler Assistant	Grade I	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.

LABORATORY

Position	CWEA Certified Laboratory Analyst OR	CWEA Certified Environmental Compliance Inspector OR	Other Programs Approved by the SVCW Manager
Laboratory Analyst I (A-D)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Laboratory Analyst I (E)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Laboratory Analyst II (A-D)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Laboratory Analyst II (E)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Senior Laboratory Analyst	CWEA Certification at a grade level higher than the minimum required for their current merit pay step	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.

ENVIRONMENTAL COMPLIANCE

Position	CWEA Certified Environmental Compliance Inspector	CWEA Certified Laboratory Analyst	Other Programs Approved by the SVCW Manager
	OR	OR	
Environmental Compliance Inspector (A-D)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Environmental Compliance Inspector (E)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step and Daily Laboratory Analysis—Additional Non-Core duties	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Senior Environmental Compliance Inspector (A-E)	CWEA Certification at a grade level higher than the minimum required for their current merit pay step and Daily Laboratory Analysis Additional Non-Core duties	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Pollution Prevention Specialist (A-D)	Grade I	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Pollution Prevention Specialist (E)	Grade II	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.

ADMINISTRATIVE SERVICES DEPARTMENT

Position	SWRCB Operator Certification	CWEA Certified Mechanical Technologist/Electrician/Instrumentation	Other Programs Approved by the SVCW Manager
	OR	OR	
Procurement/Materials Specialist (A-D)	Grade I	Grade I	Actual apprenticeships, certification programs, special SVCW designed programs, etc.
Procurement/Materials Specialist (E)	Grade I	Grade II	Actual apprenticeships, certification programs, special SVCW designed programs, etc.

Section 13. Health and Welfare

13.1 Medical

Employees in the bargaining unit will be required to enroll in an approved California Public Employees' Retirement System ("PERS") Health Benefits Plan. SVCW will pay on behalf of each such employee and on behalf of retirees from the bargaining unit, in either case who remain eligible for coverage and irrespective of the specific provider of health insurance coverage selected by the employee from those offered under the PERS Health Benefits Plan, an amount

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equal to the minimum monthly employer contribution required by law (currently one hundred thirty-three dollars (\$133) per month). For active employees any remaining premium shall be paid by the employee through their section 125 Plan benefit (described below) or by payroll deduction or a combination thereof. Any remaining premium not otherwise paid for retirees by SVCW under the terms set forth in this section 13 will be paid by deduction from the retiree's retirement check.

13.2 Section 125 Flex Plan Contributions

- (A) SVCW will provide a Flexible Benefits plan, subject to the requirements and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for CalPERS Health Benefits Plan medical premiums for their own coverage and that of eligible dependents, eligible dependent care expenses (through a dependent care account), eligible uninsured medical expenses (through a medical spending account), dental insurance premiums, or a combination thereof. For purposes of this Section 13.2, a "dependent" shall be defined as a person qualifying as such pursuant to the definition thereof under the CalPERS Health Benefits Plan selected by the employee, except that the definition of an eligible "dependent" under SVCW's dental plan will apply for purposes of dental plan participation.
- (B) The SVCW shall contribute each month the amounts listed below, based on the employee's level of medical plan enrollment, to each active employee's section 125 Flex Plan account.

Level of Medical Plan Enrollment	Amount of Monthly SVCW Contribution
Employee Only	\$779.86, minus PEMHCA minimum
Employee + One	\$1559.72 <u>minus PEMCHA minimum</u>
Employee + Two or more	\$2027.64 <u>minus PEMCHA minimum</u>
No Medical Plan Enrollment Hired After MOU Adoption in 2018	\$400.00
No Medical Plan Enrollment Hired Prior to MOU Adoption in 2018*	\$779.86

Employee *Employees hired prior to the adoption of this MOU (July 1, 2018 – June 30, 2023) who are receiving cash-in-lieu of the medical plan will have their cash-in-lieu amounts reduced in five equal reductions taking effect the same dates as the base wage rate increases in Section 12.1 until their monthly amount equals \$779.86.

SVCW's contribution to the section 125 Flex Plan account set forth above will increase January 1, 2019 by ninety percent (90%) of the increase in the Bay Area Kaiser medical premium rates for the employee's respective level of plan enrollment that take effect on that date, minus the dollar increase in the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum contribution that takes effect on that date pursuant to section 13.1 above.

Effective January 1, 2020 SVCW's contribution to the section 125 Flex Plan account set forth above for January 1, 2019 will increase by ninety percent (90%) of the increase in the Bay Area Kaiser medical premium rates that take effect on that date for the employee's respective level of plan enrollment, minus the dollar increase in the PEMHCA minimum contribution that takes effect on that date pursuant to section 13.1 above.

Effective January 1, 2021 SVCW's contribution to the section 125 Flex Plan account set forth above for January 1, 2020 will increase by ninety percent (90%) of the increase in the Bay Area Kaiser medical premium rates that take effect on that date, minus the dollar increase in the PEMHCA minimum contribution that takes effect on that date pursuant to section 13.1 above.

Effective January 1, 2022 SVCW's contribution to the section 125 Flex Plan account set forth above for January 1, 2021 will increase by ninety percent (90%) of the increase in the Bay Area Kaiser medical premium rates that take effect on that date, minus the dollar increase in the PEMHCA minimum contribution that takes effect on that date pursuant to section 13.1 above.

Effective January 1, 2023 SVCW's contribution to the section 125 Flex Plan account set forth above for January 1, 2022 will increase by ninety percent (90%) of the increase in the Bay Area Kaiser medical premium rates that take effect on that date, minus the dollar increase in the PEMHCA minimum contribution that takes effect on that date pursuant to section 13.1 above.

- (C) Employees who have SVCW Section 125 Flex Plan contributions remaining after deduction of all CalPERS Health Benefits Plan and dental plan premiums, dependent care, and uninsured medical expenses and amounts designated by the employee for that purpose may elect to receive the remaining amount as taxable compensation, to have it deposited in the employee's I.R.S. Section 457 deferred compensation account, or to have it deposited in the employee's I.R.S. Section 401.a deferred contribution account. Deferrals into the Section 457 or 401.a plans are subject to applicable law and contribution limits). If the sum of the employee's contributions exceeds the amounts contributed to the Section 125 Plan by SVCW, the balance shall be paid by the employee by payroll deduction. The election and contributions under this subsection C are subject to applicable law and contribution limits.
- (D) SVCW shall have authority to take any action(s) necessary to conform its Section 125 Plan, Section 457 plan or Section 401.a plan to the requirements of applicable law and to preserve their tax preferred or tax deferred status.

13.3 Longevity Recognition Benefit

Employees hired by SVCW before January 30, 2011 who have completed at least five (5) years of continuous service with SVCW immediately preceding retirement through CalPERS shall be eligible for a monthly longevity recognition benefit payment by SVCW that, when added to the amount of the minimum contribution provided under subsection 13.1 above, equals the premium for the plan in which the employee enrolls or the Bay Area Kaiser rate applicable for the retiree's level of enrollment (i.e., single, two party, or 2+ parties), whichever is less, except that this amount shall decline to the applicable Kaiser Medicare supplemental plan rate when the employee reaches Medicare eligibility age or to the Bay Area Kaiser combination rate when the employee's spouse becomes Medicare eligible before the employee becomes Medicare eligible. Employees hired on or after January 30, 2011 who retire from SVCW will not be eligible for longevity recognition benefits.

13.4 Retiree Health Savings Account ("RHSA")

Upon adoption of this MOU (July 1, 2018 – June 30, 2023) SVCW will establish a Retiree Health Savings Account ("RHSA") for members of the bargaining unit not eligible for the Longevity

Retirement Benefit under section 13.3. Upon establishment of the RHSA, SVCW shall contribute fifty dollars (\$50) each month to each eligible employee's RHSA. The employer contribution into the RHSA is not a vested benefit and may be modified and/or deleted in its entirety subject to collective bargaining of successor MOU's.

13.5 Voluntary Employee Benefit Association ("VEBA")

Subject to the requirements of applicable law, SVCW has established a Voluntary Employee Benefit Association ("VEBA") for members of the bargaining unit into which the bargaining unit may elect as a group to direct their vacation pay off on termination for use on a tax preferred basis for eligible uninsured health related expenses. Following establishment of the VEBA, longevity recognition benefits payable under section 13.3 above shall be paid into the retired employee's VEBA account.

13.6 Dental

An employee shall enroll in dental insurance coverage under the plan offered by SVCW. SVCW shall contribute up to two hundred nine dollars and seventy-eight cents (\$209.78) per month, based on the employee's selected coverage, to the employee's Section 125 account described in subsection 13.2 toward the premium payable for the dental plan offered by SVCW.

13.7 Life Insurance

Subject to all terms and conditions of any agreement which may be entered into between SVCW and any organization or organizations offering life insurance coverage benefits, SVCW shall furnish to each employee, general life insurance coverage, the face amount of One Hundred and Fifty Thousand Dollars (\$150,000). Employees may voluntarily elect to opt-out at time of hire and only receive the benefit of life insurance coverage with the face amount of Fifty Thousand Dollars (\$50,000) SVCW shall pay the premiums for and on behalf of each such employee for the insurance so provided. However, the employer premium in excess of \$50,000 is taxable benefit and the employee will be responsible for any tax due.

13.8 Change in Employee Benefit Plans

SVCW may choose to evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the Authority. SVCW may substitute new insurance carriers or arrange for self-insurance, provided that the overall coverage is acceptable to the Union.

Section 14. Retirement Plan

- (A) (1) For employees hired before July 1, 2011, SVCW will provide for the participation of such employees in the California Public Employee Retirement System ("PERS") under the PERS "2% at 55" Miscellaneous employee formula with the following additional features: One-Year Final Compensation, 4th Level Survivor Benefits, and Public Service Credit for Military, Peace Corps, AmeriCorps or Vista Service.
- (2) For employees hired on or after July 1, 2011, but who are not required to participate in the retirement plan described in subsection A.3 of this section, SVCW will provide for the participation of such employees in the PERS "2% at 60" retirement formula with the following features: three year compensation base calculation feature, 4th Level Survivor Benefits, and Public Service Credit for Military, Peace Corps, AmeriCorps or Vista Service.

- (3) In 2013 SVCW implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013 ("PEPRA"). That new pension tier is referred to in this MOU as the "PEPRA tier." For employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 62 years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
 - (4) Members of the PEPRA Tier (paragraph 3 above) will contribute toward the PEPRA Tier PERS Member contribution an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided by this MOU for members of the PEPRA Tier, whichever is greater. Such contribution will be made by payroll deduction.
 - (5) Employees subject to the Pre-PEPRA formulas described in subsections 14.A.1 and 14.A.2 above will pay the full employee PERS Member contribution or one-half of (1/2) of the normal cost, whichever is greater, for the applicable benefit formula.
 - (6) If any term of this MOU conflicts or is inconsistent with the PEPRA, any amendment thereto, or any binding judicial ruling applying or construing the PEPRA or PERS rules promulgated pursuant thereto, the PEPRA, such amendment, rules or ruling will prevail.
- (B) The Parties acknowledge that the current employer cost of pension contributions represents a major premise for SVCW's willingness and ability to provide wages and other benefits under this M.O.U. Therefore, employees who are subject to the plan set forth in Subsection A, paragraph 1 (PERS classic tier 1) of this section 14 will pay the following contributions toward the employer PERS contribution rate:
- (1) Effective July 1, 2020 – one percent of compensation earnable. The resulting total employee contribution as of this date will be eight percent (8%) of compensation earnable (1% of the SVCW's employer contribution plus the seven percent (7%) employee contribution).
 - (2) Effective July 1, 2021 – an additional one percent of compensation earnable (for a total of two percent). The resulting total employee contribution as of this date will be nine percent (9%) of compensation earnable (2% of the SVCW's employer contribution plus the seven percent (7%) employee contribution).
 - (3) Effective July 1, 2022 – an additional one percent of compensation earnable (for a total of three percent). The resulting total employee contribution as of this date will be ten percent (10%) of compensation earnable (3% of the SVCW's employer contribution plus the seven percent (7%) employee contribution).

(C) PERS Tier 2 and PEPRAs Employees

Subject to the requirements of applicable law, if SVCW's PERS employer contribution rate for employees subject to the plans set forth in Subsection A, paragraphs 2 or 3 of this section 14 exceeds twelve percent (12%) as announced by PERS from time to time, the members of the affected tier shall pay an additional contribution equal to the announced increase.

If PERS announces a reduction in the SVCW's required PERS employer contribution rate and the pre-existing rate exceeds twelve percent (12%) (of pensionable compensation or compensation earnable, whichever applies,) the contribution toward the SVCW's employer contribution required under this subsection B of members of the applicable tier shall be reduced by the same percentage as the announced reduction to the extent the employer's announced rate remains above twelve percent.

If SVCW PERS employer contribution rate subsequently declines, the reduction in employee compensation provided in this paragraph will be restored to the extent of such decline. The restoration process will end when SVCW's PERS employer contribution rate returns to the level at which the employee payment of excess employer contributions began. However, if after exceeding twelve percent (12%) the employer contribution rate falls below twelve percent (12%) the employer will, on each pay day, place a dollar amount equal to the difference between the cost of an twelve percent contribution rate and the lower actual employer contribution rate for that pay period in an interest bearing reserve account. The placement of funds into the reserve will cease when the fund contains the approximate equivalent of a four percent (4%) employer PERS contribution per year for three years based on the payroll in effect at the time the limit is reached. Unless otherwise agreed by the Parties, funds in the account will be used only to offset employer contribution rates that subsequently exceed twelve percent (12%), in lieu of employee's paying an additional contribution, until the funds are exhausted. After they are exhausted, employees will pick up the employer contribution exceeding twelve percent (12%).

- (D) The employee contributions toward employee or employer PERS contributions set forth above will be made by payroll deduction. To the extent permitted by applicable law, employee contributions toward the Employee's or SVCW's PERS contributions made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code. If such payroll deduction is not legally permissible then the negotiated increases in employee contribution in (B) (1), (2) and (3) above will be accomplished by percentage reduction of base wage rates applicable to such employees.

(E) 457 Deferred Compensation Plan Matching Contribution

SVCW has heretofore established an I.R.C. section 457 deferred compensation plan into which employees have had the opportunity to make tax deferred contributions. Effective on the dates shown below, SVCW will match each participating employee's contribution into the employee's 457 plan account up to the maximum amount shown below (that are annualized for purposes of illustration). SVCW will not match one-time-only employee contributions (e.g. for vacation leave or other termination payoffs). The match will be made each pay period but only for continuing level contributions so as to minimize

administrative burdens associated with the match. Contributions made by the employee that exceed the maximum match for the pay period will be disregarded in determining whether the contribution is a continuing level contribution for which a matching SVCW contribution is required.

<u>Effective Date</u>	<u>Maximum SVCW Match (annualized)</u>
July 1, 2018	\$1700
July 1, 2019	\$1940
July 1, 2020	\$2240
July 1, 2021	\$2600
July 1, 2022	\$2960

Section 15. Safety Boots and Protective Clothing

SVCW shall reimburse employees for the purchase of up to two (2) pairs of steel-toed safety boots in an amount not to exceed two hundred sixty-five dollars (\$265) during the first year of the term of this MOU and an additional Five (\$5.00) each subsequent year. Up to eleven (11) sets of protective clothing will be provided by SVCW, at its cost, to each employee required to wear such protective clothing. Three (3) coveralls will also be provided by SVCW, at its cost, to each operator. SVCW Manager may authorize a substitution of coveralls for protective clothing or protective clothing for coveralls if requested by the employee.

Section 16. Holidays

16.1 Entitlements

Regular full-time employees shall be paid eight (8) hours for each designated Holiday, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

16.2 Regular Holidays

The holidays for SVCW are from 12:01 a.m. to the following midnight on:

- (a) New Year's Day
- (b) Martin Luther King, Jr.'s Birthday (effective January 18, 2021)
- (c) Presidents' Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Thanksgiving Day
- (h) Day after Thanksgiving Day
- (i) Christmas Day
- (j) Four (4) Floating Holidays

If the holiday (other than a floating holiday) falls on the employee's first regularly scheduled day

of rest, the employee's immediately preceding regularly scheduled work day will be observed as that employee's holiday. If the holiday (other than a floating holiday) falls on the employee's second or third regularly scheduled day of rest the holiday will be observed on the employee's next regularly scheduled day of work.

16.3 Floating Holidays

Except as otherwise provided in this section 16, floating holidays will be credited and must be used in accordance with the "Floating Holidays" provisions of Administrative Policy No. 2018-01. To be eligible for a floating holiday, the employee shall request from the Manager or his designated representative, the scheduling of said holiday a minimum of seven (7) working days prior to the commencement of said holiday. An employee may not accumulate more than thirty two (32) hours of floating holiday time (sixteen [16] hours for regular part-time employees). The crediting of additional floating holidays will cease when the accumulation ceiling is reached. The employee is thereafter ineligible to receive credit for additional floating holidays until the next July 1 on which his or accumulation is below the ceiling. At that time he or she may be credited with that calendar year's floating holidays to the extent he or she is below the accumulation ceiling on that July 1.

16.4 Holiday Pay

If an employee works on a holiday (except floating holidays), the employee shall receive the employee's regular pay plus one and one-half (1½) times the employee's hourly rate of pay, times the hours worked on the holiday.

Section 17. Vacation

17.1 Vacation Benefits

Upon date of hire through the fourth year of service, workers shall accrue vacation at a rate (3.077 hours per pay period) that yields 80 hours of vacation per year. The fifth through the ninth year of service, workers will accrue vacation at a rate (4.616 hours per pay period) that yields 120 hours of vacation per year. The tenth through the sixteenth year of service, workers will accrue vacation at a rate (6.154 hours per pay period) that yields 160 hours of vacation per year. The seventeenth through the nineteenth year of service, workers will accrue vacation at a rate (6.923 hours per pay period) that yields 180 hours of vacation per year. The twentieth and subsequent years of service, workers shall accrue vacation at a rate (7.692 hours per pay period) that yields 200 hours of vacation per year. The accumulation of vacation is suspended when the employee reaches the accumulation ceiling set forth in section 17.3 below, and resumes when the employee drops below that ceiling. The following table illustrates accrual rates:

<u>Completed Years of Service</u>	<u>Accrual Rate Annualized</u>	<u>Hours Per Pay Period</u>
0 through 4	80 hours/year	3.077
5 through 9	120 hours/year	4.616
10 through 16	160 hours/year	6.154
17 through 19	180 hours/year	6.923
20+ years	200 hours/year	7.692

17.2 Vacation Scheduling

The Side Letter between the Parties signed and dated May 15, 2015, attached to this MOU,

shall govern the conditions pertaining to vacation schedules and is, by this reference, incorporated herein.

17.3 Vacation Accumulation

No employee may accumulate more than twice the employee's annual entitlement of vacation at any one time.

17.4 Vacation Pay at Termination

Upon termination of employment, a regular employee shall be paid cash value of his or her accrued vacation leave at the time of termination.

Section 18. - Income Protection Plan

18.1 Definitions

For the purposes of this section, the following words shall have the meaning respectively ascribed thereto:

- (A) Absence Occurrence: An absence from work arising out of a single illness or a combination of illnesses (but which together give rise to the absence), whether for one day or for any number of consecutive work days excluding, however, an absence from work arising out of the following:
 - (1) Illness, bodily injury, or exposure to contagious disease qualifying for benefits pursuant to the Workers' Compensation Laws of the State of California, or Section 19.5 hereof, or both such provisions; or
 - (2) Any routine office visit of not more than one day's duration to be attended by a duly licensed physician or dental provider; provided, however, that such absence shall have been approved prior thereto by the Manager.
- (B) Eligible Employee: Employees holding his or her position of employment under regular appointment.
- (C) Family Member: A spouse, state registered domestic partner, parent, child (natural or adopted) or other person under the legal custody or care of an Eligible Employee. SVCW Manager may grant an employee's request to treat as a family member for purposes of this section an individual with a relationship to the employee not otherwise included in the foregoing definition if, in the Manager's judgment, the relationship is of a nature and quality comparable to those for which subsection 18.6 of this section authorizes the use of Income Protection leave benefits pursuant to subsections A and C of this section, and that the employee is the only person able to care for the person needing the care.
- (D) Illness: Disease, exposure to contagious disease, bodily injury, or pregnancy related disability or any other cause of incapacitation of an Eligible Employee except that covered by the provisions of the Workers' Compensation Laws of the State of California, or Section 19.5 hereof, or both such provisions.
- (D) Unit of Benefit: The measure of the frequency of the right to obtain benefits accruable

under the Income Protection Plan established herein, each one of which may be used by an Eligible Employee upon any one Absence Occurrence to receive compensation at said employee's regular rate of pay, or 67 percent of said rate, during such absence, subject to the terms and conditions hereof.

18.2 Continuation of Compensation

Whenever an employee is incapacitated by an illness or injury not arising out of his or her employment which results in an Absence Occurrence, he or she will continue to receive compensation at the regular rate of pay, or 67 per cent of said rate, subject to the terms and conditions of this section.

18.3 Accrual of Units of Benefit (First 15 Months)

Eligible Employees shall accrue Units of Benefit at a rate of one unit for each three consecutive months of employment until 15 months have been completed. During said 15-month period, no Unit of Benefit shall accrue for any such employee for any month during which an Absence Occurrence is incurred; provided, however, that if, during any 3-month period which Units of Benefit accrue at the foregoing rate, such an employee does work not less than one month, a unit of Benefit shall accrue for such employee for said 3-month period.

18.4 Accrual of Units of Benefit (After 15 Months)

After the foregoing 15-month period shall have elapsed, such Eligible Employees shall accrue Units of Benefit at the rate of one unit per month (after the initial maximum of 5 units shall have been achieved, but reduced by reason of an Absence Occurrence); provided, however, that no Unit of Benefit shall accrue for any such month during which an Absence Occurrence is incurred.

Notwithstanding the foregoing, if an Absence Occurrence is less than 4 weeks and falls within 2 months, accrual shall recommence in the month in which the Eligible Employee returns to work and shall continue, subject to reduction for Absence Occurrences, to a maximum of 5 units.

18.5 Use of Units

If the accrued balance of Units of Benefit credited to an Eligible Employee is 2 or more units, with respect to any Absence Occurrence, an Eligible Employee may elect to use one (and only one) Unit of Benefit in order to receive compensation at said employee's regular rate of pay for the duration of said Absence Occurrence, but for no longer than 90 consecutive days. If but 1 Unit of Benefit has accrued for an Eligible Employee, or the balance of such units remaining for such employee is 1 unit, with respect to any Absence Occurrence, such Eligible Employee may elect to use said unit in order to receive compensation at the rate of 67 percent of said employee's regular rate of pay for such Absence Occurrence, but for no longer than 90 consecutive days. The accrued balance of Units of Benefits credited to an Eligible Employee shall be reduced by one unit for each Absence Occurrence for such Eligible Employee electing to use a Unit of Benefit therefor.

However, if the Absence Occurrence is a result of hospitalization or any absence from work immediately preceding and/or following such hospitalization related to the same illness or combination of illnesses giving rise to the absence, the accrued balance of Units of Benefit credited to an Eligible Employee shall not be reduced by one unit for the Absence Occurrence.

If but one Unit of Benefit has accrued for an Eligible Employee, or the balance of such units remaining for such employee is one unit, with respect to an Absence Occurrence which results in hospitalization, such Eligible Employee may elect to use said unit in order to receive compensation at said employee's regular rate of pay for the duration of said Absence Occurrence, but for no longer than ninety (90) consecutive days. The accrued balance of Units of Benefit credited to an Eligible Employee shall not be reduced by one unit for that Absence Occurrence.

In the event of hardship of an unusual nature the Commission of Silicon Valley Clean Water will consider an employee's request for special consideration.

18.6 Illness of Family Member

One Unit of Benefit in any calendar year may be used by an Eligible Employee for an Absence Occurrence not to exceed a total of forty (40) work hours arising out of illness, bodily injury, or other incapacitation of a family member including a state-registered domestic partner, or as otherwise required under the California Family Rights Act (CFRA) or the federal Family Medical Leave Act (FMLA).

18.7 Notice

Notice must be given by the Eligible Employee intending to use the Unit of Benefit in accordance with Section 18.6 prior to the commencement of such Absence Occurrence. No Unit of Benefit may be used in advance of its accrual. No Unit of Benefit may be converted into cash or its equivalent, or time off, nor other benefit. The Manager may require, at his or her discretion, written verification of the cause of any Absence Occurrence by a duly licensed physician or dental surgeon.

18.8 Health and Welfare Coverage

An employee receiving benefits under the Income Protection Plan will receive four (4) months of extended Health and Welfare coverage, at SVCW's expense, commencing the first day following the expiration of a Unit of Benefit when such Unit of Benefit is used for an Absence Occurrence that results in hospitalization and subsequent recovery from the illness or injury giving rise to the hospitalization.

Section 19. Leaves of Absence

19.1 Leave Without Pay

The Manager may grant employees leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase his or her value to SVCW upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding. SVCW shall make no payment toward Health and Welfare during the employee's leave without pay.

19.2 Jury Duty

An employee summoned to jury duty shall inform his or her manager and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fees, excluding mileage, received by an employee shall be remitted to SVCW.

19.3 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of SVCW employees.

19.4 Maternity Leave

(A) Physical Verification

Maternity leave will be granted only for that period of time that an employee is medically disabled and unable to perform the duties of the job as determined and verified by the employee's physician. An SVCW employee needing maternity leave must request the leave in writing prior to the time of taking such leave. Verification of need from the employee's physician must accompany the request for leave. This verification is to include the reason for the leave, the last date the employee will work before the leave is to begin and the estimated date the employee will return to work. Any change, in the estimated date of return must be made in writing by the employee's physician and must be received by SVCW prior to the estimated date of return.

(B) Time Period for Coverage

Maternity leave will cover the period of time necessary for medical recovery as specified by the employee's physician. This is normally considered to be the period from two weeks before the due date until four weeks after the due date. For cesarean sections this is usually the period from two weeks before the due date until six weeks after the due date.

(C) Coverage Requires Written Verification

The Income Protection Plan provides an employee with up to ninety (90) days coverage so long as written verification of the extent and duration of the medical disability is provided by the employee's physician. Medical and dental coverage will continue uninterrupted and vacation leave will continue to accrue for all leave covered by the Income Protection Plan.

(D) Statutory Requirement

California State law requires that up to four months pregnancy disability leave be provided any female employee who suffers from a pregnancy-related disability. Any maternity leave in excess of ninety (90) days and up to one hundred twenty (120) days will be an unpaid leave. Employees may use any accrued vacation during this period of time. Medical and dental coverage will not continue during this period unless paid for by the employee. Vacation leave will not accrue during this period of time.

(E) Child Bonding Leave

Child bonding leave will be provided in accordance with applicable state and federal law.

19.5 Industrial Disability Leave

(A) Eligibility

Whenever an employee appointed on a full time basis is disabled whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled to disability leave while so disabled without loss of compensation for the period of such disability, up to ninety (90) consecutive days from and after the date of such disability, or until such earlier date as he or she is retired.

(B) Disability Leave Defined

Disability leave means absence from duty of an employee because of illness or bodily injury when such absence is covered by the provisions of the Workers' Compensation Laws of the State of California. All payments made under this section shall be charged on a calendar day basis, and any benefits received from Workers Compensation Insurance shall be remitted to the Authority. Whether a leave claimed by an employee is chargeable as a Unit of Benefit under the Income Protection Plan, as described in Section 18 of this Memorandum of Understanding, or to disability leave, shall be determined by the Agency or officer hearing worker's compensation cases and shall be final and conclusive. SVCW may, at its discretion, withhold payment of any benefits under this section until such time as there has been a final adjudication as to whether or not the illness or injury is one covered by Workers' Compensation. In any event, SVCW shall not be required to pay any benefits which will exceed the maximum Units of Benefit or grant disability leave until such final adjudication has been made. Benefits under the Income Protection Plan and disability leave shall be mutually exclusive. Vacation leave shall be credited, and shall accrue while the employee is on disability leave.

(C) Determination of Disability

The manager of SVCW, according to the Public Employees Retirement Law, and Government Code Section 21034, as contracting agency shall determine whether an employee is disabled for purposes of that law, subject to the approval of the Commission.

(D) Application for Disability Retirement

The manager of SVCW shall make applications for disability retirement to the Public Employees Retirement System and take all other appropriate actions with regard to disability retirement and reinstatement of members under the Public Employees Retirement Law.

19.6 Funeral Leave

When death in the employee's immediate family requires his or her presence at home, an employee may use up to, but not to exceed three (3) days to make arrangements for the funeral and attend same. One (1) additional day if the funeral is held three hundred miles (300) miles or further from Redwood City. For the purpose of this Section, "immediate family" is defined as

spouse, state-registered domestic partner, mother, father, child (biologic or adopted), step-child, siblings, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, or any other person under the legal custody or care of an eligible employee.

Section 20. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. SVCW shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge, at the sole discretion of SVCW, the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 21. Grievance Procedure

21.1 Definition

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding.

21.2 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, or with such subordinate management official as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

21.3 Referral to Manager

Any employee and an official of the Union which has jurisdiction over any position directly affected by the grievance may notify the Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Section 21.4 below which has not first been filed and investigated in pursuance of this Section. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

21.4 Adjustment Board

(A) Composition of Board

In the event the Union and SVCW are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined) which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of SVCW. The Union shall be an indispensable party to any grievance which is submitted to the Adjustment Board.

(B) Majority Vote Required

If an Adjustment Board is unable to arrive at a majority decision, either the Union or SVCW may require that the grievance be referred to the Manager. No Adjustment Board shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth Section 21.1.

(C) Amendments to Memorandum of Understanding Not Grievable

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(D) Agreement Required for Amendment

No changes in the Memorandum of Understanding or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) will be recognized unless agreed to by the Manager and the Union.

21.5 Manager

(A) Recommendations By the Adjustment Board

The Manager shall consider the recommendations of the Adjustment Board. The Manager may accept, modify, or reject the recommendations of the adjustment Board and he or she shall notify the interested parties of his or her decision, including a statement of the reasons therefor, in writing within ten (10) working days after the receipt of the recommendations of the Adjustment Board.

(B) Acceptance by Default

In the event the Manager fails to render a decision within the ten (10) working day period, he or she must render written acceptance of the recommendations of the Adjustment Board.

21.6 The Commission of Silicon Valley Clean Water

(A) Decision of Manager

In the event the Union does not accept the decision of the Manager, the Union may file in writing, within five (5) working days of constructive receipt of the Manager's decision, an appeal for final review of the grievance by the Commission of Silicon Valley Clean Water.

(B) Final Decision by Commission

At a date and time mutually agreeable to the parties, the Commission of Silicon Valley Clean Water will schedule a hearing on the grievance. The decision of the Commission on the merits of the grievance shall be final and binding to the parties.

21.7 Pay Claim

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

21.8 Disciplinary Action for Suspension, Demotion, Reduction in Pay or Other Disciplinary Measures Less Than Termination

(A) Purpose

The purpose of this Section is merely to facilitate communication between SVCW and its employees regarding personnel problems. All disciplinary action may be initiated and imposed at the discretion of SVCW, based on the circumstances of each case.

(B) Discharge at the Will of the Authority

This Section shall not apply to the discharge of employees from their employment with SVCW. All employment with SVCW shall be on an at-will basis. Nothing in this Memorandum of Understanding in any way abrogates, limits, or modifies the right of SVCW to terminate or discharge any employee without cause, or shall be deemed to create a constitutional property right on the part of employees to continued employment absent a showing of cause for termination.

Section 22. Outside Employment

No employee shall engage in employment which is incompatible with the employment with SVCW. No employee shall apply himself whatsoever to any outside employment during his or her regular working hours. No SVCW emblem, badge or other SVCW employee identification shall be worn by any person while in the employment of someone other than SVCW.

Section 23. Miscellaneous

23.1 Drug/Alcohol Program

SVCW prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance while on SVCW property, at work locations, or while on duty. An employee may not sell or provide drugs or alcohol to any other employee or any person while such an employee is on duty. An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work. Violation of this Section 23.1 may result in discipline up to and including termination. This program is a condition of employment. Employees must notify SVCW of any criminal drug statute conviction immediately following conviction. In case of such a conviction, SVCW may take appropriate personnel action up to and including termination or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program.

The emphasis of this program is to recognize that substance abuse is a form of illness and to assist with the rehabilitation of first-time offenders. Any disciplinary action shall be determined by the individual circumstances of each case.

23.2 Non-Economic Issues

Commencing upon the expiration of the second year of the term hereof, and for each successive year thereafter, each party may each year select a single non-economic issue of concern regarding which the parties shall meet and confer.

23.3 Layoff Discussions

If SVCW concludes that a layoff(s) affecting bargaining unit members is needed, it shall notify the Union in writing at least ten (10) days before implementing such action and provide the Union an opportunity within that ten (10) day period to meet to discuss such planned action. At the end of the ten (10) day period SVCW may proceed with the planned action. In a bona fide emergency SVCW may implement the layoff(s) without giving the notice first, but shall offer the Union an opportunity to meet as soon as is reasonably practicable under the circumstances.

Section 24. Severability of Provisions

24.1 Unaffected Sections Remain in Force

If any section, clause or provision of this Memorandum of Understanding is declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

24.2 Substitute Provisions

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 25. Past Practices and Existing Memorandum of Understanding

25.1 Continuance of Working Conditions

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Commission is not guaranteed by this Memorandum of Understanding.

25.2 Memorandum of Understanding Supersedes Others

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between SVCW and the Union.

Section 26. Limited Reopener

During the term of this MOU (July 1, 2018 – June 30, 2023) the MOU may be reopened by SVCW to specifically address provisions concerning part-time employees.

Section 27. Effective, Operative Dates and Termination

This Memorandum of Understanding shall be effective on the date it is made and entered into as stated below. However, nothing herein shall preclude or interfere with the implementation of any provision of this MOU for which an earlier effective date is expressly provided. This Memorandum of Understanding shall remain in effect through June 30, 2023 at which time it shall terminate.

Made and entered into this _____ day of _____, 2018_____.

FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39:

FOR THE SILICON VALLEY CLEAN WATER:
JOINT POWERS AUTHORITY

By: _____

Bart Florence
Business Manager/Secretary

By: _____

Teresa A. Herrera
Manager

By: _____

Stahley Aldrich
President

By: _____

Jennifer Flick
Human Resources Director

By: _____

Steve Crouch
Director of Public Employment

By: _____

Monte Hamamoto
Wastewater Superintendent

By: _____

Charlie Solt
District Representative

By: _____

Matthew Anderson
CFO/Administration Manager

By: _____

David Rosas
Steward

By: _____

Stacey Cue, I.E.D.A.
Chief Negotiator

By: _____

Brian Kettler
Steward

By: _____

Enrique Salvatierra
Steward

EXHIBIT A

ADMINISTRATIVE POLICY NO. 2005-01

(REV DATE: ISSUE DATE: 6/23/05)

SUBJECT: CALL BACK PAY FOR OVERTIME

PURPOSE:

The purpose of this policy is to define when the overtime constitutes Call Back.

REFERENCES

Memorandum of Understanding Section 11.4 – Call Back

BACKGROUND

When the need for overtime is known in advance, arrangements are normally made ahead of time (planned overtime) with the employee during their work hours. There are occasions where overtime is needed on short notice (e.g. someone calls in sick, plant emergencies, etc.). When short notice (unplanned) overtime is needed, arrangements are made with the employee during their work hours if possible, but contacting an employee while away from work may be necessary.

DEFINITIONS

Planned Overtime is that which is scheduled more than three days in advance when arrangements are made during the employee's non-working hours and more than two days when arrangements are made during the employee's working hours.

Unplanned Overtime is overtime that is scheduled less than three days in advance when arrangements are made during the employee's non-working hours and less than two days when arrangements are made during the employee's working hours.

UNPLANNED OVERTIME QUALIFYING FOR CALL BACK PAY

Employee is not working when overtime arrangements are made and the overtime will be worked on the same day, the following day (tomorrow), or the third day. (Three day notice)

Employee is working when overtime arrangements are made and the overtime will be worked on the same day or the following day (tomorrow). (Two day notice)

OVERTIME NOT QUALIFYING FOR CALL BACK PAY

Overtime in which the employee is called to report before their regular starting time and works from the time they report to their regular starting time is not considered Call Back.

RESPONSIBILITIES

When assigning overtime the Supervisor will specifically state whether or not the overtime qualifies for Call Back pay.

EXHIBIT B

COMPENSATION PLAN

Silicon Valley Clean Water Negotiated Pay Scale (Monthly)

General Represented Employees
Stationary Engineers Local 39

Fiscal Year: 2018-19

Cost-of-Living Adjustment: 3.5%

Class 0 Positions	Codes	A0	B0	C0	D0	E0	F0	G0
Senior Operator	D130	\$ 7,907	\$ 8,301	\$ 8,712	\$ 9,151	\$ 9,704	\$ 10,090	\$ 10,592
Operator	D400	\$ 6,318	\$ 6,638	\$ 6,965	\$ 7,317	\$ 7,690	\$ 8,072	\$ 8,470
Senior Plant Mechanic	D200	\$ 7,619	\$ 8,003	\$ 8,400	\$ 8,815	\$ 9,263	\$ 9,724	\$ 10,212
Senior Plant Mechanic - Electrician	D250	\$ 8,144	\$ 8,554	\$ 8,978	\$ 9,426	\$ 9,903	\$ 10,396	\$ 10,917
Senior Plant Mechanic - Instrumentation Tech	D230	\$ 8,144	\$ 8,554	\$ 8,978	\$ 9,426	\$ 9,903	\$ 10,396	\$ 10,917
Senior Plant Mechanic - Control Systems Technician	D260	\$ 8,551	\$ 8,982	\$ 9,427	\$ 9,897	\$ 10,398	\$ 10,916	\$ 11,463
Plant Mechanic	D450	\$ 5,981	\$ 6,155	\$ 6,464	\$ 6,791	\$ 7,134	\$ 7,488	\$ 7,859
Plant Mechanic - Electrician	D460	\$ 5,981	\$ 6,155	\$ 6,464	\$ 6,791	\$ 7,134	\$ 7,488	\$ 7,859
Plant Mechanic - Instrumentation Tech	D440	\$ 5,981	\$ 6,155	\$ 6,464	\$ 6,791	\$ 7,134	\$ 7,488	\$ 7,859
Plant Mechanic - Control Systems Technician	D470	\$ 6,154	\$ 6,463	\$ 6,787	\$ 7,131	\$ 7,491	\$ 7,862	\$ 8,252
Planner / Scheduler Assistant	D852	\$ 5,981	\$ 6,155	\$ 6,464	\$ 6,791	\$ 7,134	\$ 7,488	\$ 7,859
Water Quality Specialist *	D360	\$ 7,370	\$ 7,820	\$ 8,306	\$ 8,810	\$ 9,350	\$ 9,926	\$ 10,421
Senior Laboratory Analyst **	D305	\$ 8,574	\$ 9,003	\$ 9,453	\$ 9,926	\$ 10,421	-	-
Laboratory Analyst II	D303	\$ 7,796	\$ 8,186	\$ 8,595	\$ 9,024	\$ 9,475	-	-
Laboratory Analyst I	D301	\$ 7,088	\$ 7,441	\$ 7,812	\$ 8,204	\$ 8,614	-	-
Senior Environmental Compliance Inspector *	D351	\$ 7,776	\$ 8,166	\$ 8,574	\$ 9,003	\$ 9,453	-	-
Environmental Compliance Inspector	D353	\$ 7,071	\$ 7,424	\$ 7,796	\$ 8,186	\$ 8,595	-	-
Pollution Prevention Specialist	D355	\$ 7,071	\$ 7,424	\$ 7,796	\$ 8,186	\$ 8,595	-	-
Procurement/Materials Specialist	D700	\$ 7,549	\$ 7,936	\$ 8,342	\$ 8,751	\$ 9,188	-	-
Utility Worker	D850	\$ 5,424	\$ 5,725	\$ 6,037	\$ 6,371	\$ 6,721	-	-

Class 1 Positions	Codes	A1	B1	C1	D1	E1	F1	G1
Senior Operator	D131	\$ 8,068	\$ 8,466	\$ 8,885	\$ 9,335	\$ 9,899	\$ 10,292	\$ 10,804
Operator	D401	\$ 6,444	\$ 6,771	\$ 7,104	\$ 7,463	\$ 7,844	\$ 8,233	\$ 8,640
Senior Plant Mechanic	D201	\$ 7,771	\$ 8,163	\$ 8,568	\$ 8,991	\$ 9,449	\$ 9,918	\$ 10,416
Senior Plant Mechanic - Electrician	D251	\$ 8,307	\$ 8,725	\$ 9,157	\$ 9,614	\$ 10,101	\$ 10,604	\$ 11,136
Senior Plant Mechanic - Instrumentation Tech	D231	\$ 8,307	\$ 8,725	\$ 9,157	\$ 9,614	\$ 10,101	\$ 10,604	\$ 11,136
Senior Plant Mechanic - Control Systems Technician	D261	\$ 8,722	\$ 9,161	\$ 9,615	\$ 10,095	\$ 10,606	\$ 11,134	\$ 11,693
Plant Mechanic	D451	\$ 5,978	\$ 6,278	\$ 6,593	\$ 6,926	\$ 7,277	\$ 7,638	\$ 8,016
Plant Mechanic - Electrician	D461	\$ 5,978	\$ 6,278	\$ 6,593	\$ 6,926	\$ 7,277	\$ 7,638	\$ 8,016
Plant Mechanic - Instrumentation Tech	D441	\$ 5,978	\$ 6,278	\$ 6,593	\$ 6,926	\$ 7,277	\$ 7,638	\$ 8,016
Plant Mechanic - Control Systems Technician	D471	\$ 6,277	\$ 6,592	\$ 6,923	\$ 7,272	\$ 7,641	\$ 8,020	\$ 8,417
Planner / Scheduler Assistant	D853	\$ 5,978	\$ 6,278	\$ 6,593	\$ 6,926	\$ 7,277	\$ 7,638	\$ 8,016
Water Quality Specialist *	D361	\$ 7,517	\$ 7,977	\$ 8,473	\$ 8,986	\$ 9,538	\$ 10,124	\$ 10,629
Senior Laboratory Analyst **	D306	\$ 8,746	\$ 9,184	\$ 9,642	\$ 10,124	\$ 10,629	-	-
Laboratory Analyst II	D304	\$ 7,952	\$ 8,349	\$ 8,766	\$ 9,204	\$ 9,665	-	-
Laboratory Analyst I	D302	\$ 7,229	\$ 7,590	\$ 7,968	\$ 8,369	\$ 8,786	-	-
Senior Environmental Compliance Inspector *	D352	\$ 7,931	\$ 8,330	\$ 8,746	\$ 9,184	\$ 9,642	-	-
Environmental Compliance Inspector	D354	\$ 7,213	\$ 7,572	\$ 7,952	\$ 8,349	\$ 8,766	-	-
Pollution Prevention Specialist	D356	\$ 7,213	\$ 7,572	\$ 7,952	\$ 8,349	\$ 8,766	-	-
Procurement/Materials Specialist	D701	\$ 7,700	\$ 8,095	\$ 8,509	\$ 8,926	\$ 9,372	-	-
Utility Worker	D851	\$ 5,533	\$ 5,839	\$ 6,158	\$ 6,499	\$ 6,856	-	-

Class 0 - Employees not eligible for certification pay.

Class 1 - Employees achieving professional certification higher than specified for current classification qualify for certification pay per CLASS 1 salary schedule.

* Salary step "G" available only to Water Quality Specialists in Environmental Compliance Division as of 7/1/2013. Promotions to Snr Environmental Compliance Inspector limited to only one person in the position at any given time. The Water Quality Specialist classification not available to new hires after June 30, 2013.

** There shall be only one person in the position of Senior Laboratory Analyst at any given time.

Silicon Valley Clean Water Negotiated Pay Scale (Monthly)

General Represented Employees
Stationary Engineers Local 39

Fiscal Year: 2019-20

Cost-of-Living Adjustment: 3.5%

Class 0 Positions	Codes	A0	B0	C0	D0	E0	F0	G0
Senior Operator	D130	\$ 8,184	\$ 8,592	\$ 9,017	\$ 9,471	\$ 10,044	\$ 10,443	\$ 10,963
Operator	D400	\$ 6,539	\$ 6,870	\$ 7,209	\$ 7,573	\$ 7,959	\$ 8,355	\$ 8,766
Senior Plant Mechanic	D200	\$ 7,886	\$ 8,283	\$ 8,694	\$ 9,124	\$ 9,587	\$ 10,064	\$ 10,569
Senior Plant Mechanic - Electrician	D250	\$ 8,429	\$ 8,853	\$ 9,292	\$ 9,756	\$ 10,250	\$ 10,760	\$ 11,299
Senior Plant Mechanic - Instrumentation Tech	D230	\$ 8,429	\$ 8,853	\$ 9,292	\$ 9,756	\$ 10,250	\$ 10,760	\$ 11,299
Senior Plant Mechanic - Control Systems Technician	D260	\$ 8,850	\$ 9,296	\$ 9,757	\$ 10,243	\$ 10,762	\$ 11,298	\$ 11,864
Plant Mechanic	D450	\$ 6,066	\$ 6,370	\$ 6,690	\$ 7,029	\$ 7,384	\$ 7,750	\$ 8,134
Plant Mechanic - Electrician	D460	\$ 6,066	\$ 6,370	\$ 6,690	\$ 7,029	\$ 7,384	\$ 7,750	\$ 8,134
Plant Mechanic - Instrumentation Tech	D440	\$ 6,066	\$ 6,370	\$ 6,690	\$ 7,029	\$ 7,384	\$ 7,750	\$ 8,134
Plant Mechanic - Control Systems Technician	D470	\$ 6,369	\$ 6,689	\$ 7,025	\$ 7,381	\$ 7,753	\$ 8,137	\$ 8,541
Planner / Scheduler Assistant	D852	\$ 6,066	\$ 6,370	\$ 6,690	\$ 7,029	\$ 7,384	\$ 7,750	\$ 8,134
Water Quality Specialist *	D360	\$ 7,628	\$ 8,094	\$ 8,597	\$ 9,118	\$ 9,677	\$ 10,273	\$ 10,786
Senior Laboratory Analyst **	D305	\$ 8,874	\$ 9,318	\$ 9,784	\$ 10,273	\$ 10,786	-	-
Laboratory Analyst II	D303	\$ 8,069	\$ 8,473	\$ 8,896	\$ 9,340	\$ 9,807	-	-
Laboratory Analyst I	D301	\$ 7,336	\$ 7,701	\$ 8,085	\$ 8,491	\$ 8,915	-	-
Senior Environmental Compliance Inspector *	D351	\$ 8,048	\$ 8,452	\$ 8,874	\$ 9,318	\$ 9,784	-	-
Environmental Compliance Inspector	D353	\$ 7,318	\$ 7,684	\$ 8,069	\$ 8,473	\$ 8,896	-	-
Pollution Prevention Specialist	D355	\$ 7,318	\$ 7,684	\$ 8,069	\$ 8,473	\$ 8,896	-	-
Procurement/Materials Specialist	D700	\$ 7,813	\$ 8,214	\$ 8,634	\$ 9,057	\$ 9,510	-	-
Utility Worker	D850	\$ 5,614	\$ 5,925	\$ 6,248	\$ 6,594	\$ 6,956	-	-

Class 1 Positions	Codes	A1	B1	C1	D1	E1	F1	G1
Senior Operator	D131	\$ 8,348	\$ 8,762	\$ 9,198	\$ 9,662	\$ 10,245	\$ 10,652	\$ 11,182
Operator	D401	\$ 6,670	\$ 7,008	\$ 7,353	\$ 7,724	\$ 8,119	\$ 8,521	\$ 8,942
Senior Plant Mechanic	D201	\$ 8,043	\$ 8,449	\$ 8,868	\$ 9,306	\$ 9,780	\$ 10,265	\$ 10,781
Senior Plant Mechanic - Electrician	D251	\$ 8,598	\$ 9,030	\$ 9,477	\$ 9,950	\$ 10,455	\$ 10,975	\$ 11,526
Senior Plant Mechanic - Instrumentation Tech	D231	\$ 8,598	\$ 9,030	\$ 9,477	\$ 9,950	\$ 10,455	\$ 10,975	\$ 11,526
Senior Plant Mechanic - Control Systems Technician	D261	\$ 9,027	\$ 9,482	\$ 9,952	\$ 10,448	\$ 10,977	\$ 11,524	\$ 12,102
Plant Mechanic	D451	\$ 6,187	\$ 6,498	\$ 6,824	\$ 7,168	\$ 7,532	\$ 7,905	\$ 8,297
Plant Mechanic - Electrician	D461	\$ 6,187	\$ 6,498	\$ 6,824	\$ 7,168	\$ 7,532	\$ 7,905	\$ 8,297
Plant Mechanic - Instrumentation Tech	D441	\$ 6,187	\$ 6,498	\$ 6,824	\$ 7,168	\$ 7,532	\$ 7,905	\$ 8,297
Plant Mechanic - Control Systems Technician	D471	\$ 6,497	\$ 6,823	\$ 7,165	\$ 7,527	\$ 7,908	\$ 8,301	\$ 8,712
Planner / Scheduler Assistant	D853	\$ 6,187	\$ 6,498	\$ 6,824	\$ 7,168	\$ 7,532	\$ 7,905	\$ 8,297
Water Quality Specialist *	D361	\$ 7,780	\$ 8,256	\$ 8,770	\$ 9,301	\$ 9,872	\$ 10,478	\$ 11,001
Senior Laboratory Analyst **	D306	\$ 9,052	\$ 9,505	\$ 9,979	\$ 10,478	\$ 11,001	-	-
Laboratory Analyst II	D304	\$ 8,230	\$ 8,641	\$ 9,073	\$ 9,526	\$ 10,003	-	-
Laboratory Analyst I	D302	\$ 7,482	\$ 7,856	\$ 8,247	\$ 8,662	\$ 9,094	-	-
Senior Environmental Compliance Inspector *	D352	\$ 8,209	\$ 8,622	\$ 9,052	\$ 9,505	\$ 9,979	-	-
Environmental Compliance Inspector	D354	\$ 7,465	\$ 7,837	\$ 8,230	\$ 8,641	\$ 9,073	-	-
Pollution Prevention Specialist	D356	\$ 7,465	\$ 7,837	\$ 8,230	\$ 8,641	\$ 9,073	-	-
Procurement/Materials Specialist	D701	\$ 7,970	\$ 8,378	\$ 8,807	\$ 9,238	\$ 9,700	-	-
Utility Worker	D851	\$ 5,727	\$ 6,043	\$ 6,374	\$ 6,726	\$ 7,096	-	-

Class 0 - Employees not eligible for certification pay.

Class 1 - Employees achieving professional certification higher than specified for current classification qualify for certification pay per CLASS 1 salary schedule.

* Salary step "G" available only to Water Quality Specialists in Environmental Compliance Division as of 7/1/2013. Promotions to Snr Environmental Compliance Inspector limited to only one person in the position at any given time. The Water Quality Specialist classification not available to new hires after June 30, 2013.

** There shall be only one person in the position of Senior Laboratory Analyst at any given time.

Silicon Valley Clean Water Negotiated Pay Scale (Monthly)

General Represented Employees
Stationary Engineers Local 39

Fiscal Year: 2020-21

Cost-of-Living Adjustment: 4.0%

Class 0 Positions	Codes	A0	B0	C0	D0	E0	F0	G0
Senior Operator	D130	\$ 8,511	\$ 8,936	\$ 9,378	\$ 9,850	\$ 10,446	\$ 10,861	\$ 11,402
Operator	D400	\$ 6,801	\$ 7,145	\$ 7,497	\$ 7,876	\$ 8,277	\$ 8,689	\$ 9,117
Senior Plant Mechanic	D200	\$ 8,201	\$ 8,614	\$ 9,042	\$ 9,489	\$ 9,970	\$ 10,467	\$ 10,992
Senior Plant Mechanic - Electrician	D250	\$ 8,766	\$ 9,207	\$ 9,664	\$ 10,146	\$ 10,660	\$ 11,190	\$ 11,751
Senior Plant Mechanic - Instrumentation Tech	D230	\$ 8,766	\$ 9,207	\$ 9,664	\$ 10,146	\$ 10,660	\$ 11,190	\$ 11,751
Senior Plant Mechanic - Control Systems Technician	D260	\$ 9,204	\$ 9,668	\$ 10,147	\$ 10,653	\$ 11,192	\$ 11,750	\$ 12,339
Plant Mechanic	D450	\$ 6,309	\$ 6,625	\$ 6,958	\$ 7,310	\$ 7,679	\$ 8,060	\$ 8,459
Plant Mechanic - Electrician	D460	\$ 6,309	\$ 6,625	\$ 6,958	\$ 7,310	\$ 7,679	\$ 8,060	\$ 8,459
Plant Mechanic - Instrumentation Tech	D440	\$ 6,309	\$ 6,625	\$ 6,958	\$ 7,310	\$ 7,679	\$ 8,060	\$ 8,459
Plant Mechanic - Control Systems Technician	D470	\$ 6,624	\$ 6,957	\$ 7,306	\$ 7,676	\$ 8,063	\$ 8,462	\$ 8,883
Planner / Scheduler Assistant	D652	\$ 6,309	\$ 6,625	\$ 6,958	\$ 7,310	\$ 7,679	\$ 8,060	\$ 8,459
Water Quality Specialist *	D360	\$ 7,933	\$ 8,418	\$ 8,941	\$ 9,483	\$ 10,064	\$ 10,684	\$ 11,217
Senior Laboratory Analyst **	D305	\$ 9,229	\$ 9,691	\$ 10,175	\$ 10,684	\$ 11,217	-	-
Laboratory Analyst II	D303	\$ 8,392	\$ 8,812	\$ 9,252	\$ 9,714	\$ 10,199	-	-
Laboratory Analyst I	D301	\$ 7,629	\$ 8,009	\$ 8,408	\$ 8,831	\$ 9,272	-	-
Senior Environmental Compliance Inspector *	D351	\$ 8,370	\$ 8,790	\$ 9,229	\$ 9,691	\$ 10,175	-	-
Environmental Compliance Inspector	D353	\$ 7,611	\$ 7,991	\$ 8,392	\$ 8,812	\$ 9,252	-	-
Pollution Prevention Specialist	D355	\$ 7,611	\$ 7,991	\$ 8,392	\$ 8,812	\$ 9,252	-	-
Procurement/Materials Specialist	D700	\$ 8,126	\$ 8,543	\$ 8,979	\$ 9,419	\$ 9,890	-	-
Utility Worker	D850	\$ 5,839	\$ 6,162	\$ 6,498	\$ 6,858	\$ 7,234	-	-

Class 1 Positions	Codes	A1	B1	C1	D1	E1	F1	G1
Senior Operator	D131	\$ 8,682	\$ 9,112	\$ 9,564	\$ 10,048	\$ 10,655	\$ 11,078	\$ 11,629
Operator	D401	\$ 6,937	\$ 7,288	\$ 7,647	\$ 8,033	\$ 8,444	\$ 8,862	\$ 9,300
Senior Plant Mechanic	D201	\$ 8,385	\$ 8,787	\$ 9,223	\$ 9,678	\$ 10,171	\$ 10,676	\$ 11,212
Senior Plant Mechanic - Electrician	D251	\$ 8,942	\$ 9,391	\$ 9,856	\$ 10,348	\$ 10,873	\$ 11,414	\$ 11,987
Senior Plant Mechanic - Instrumentation Tech	D231	\$ 8,942	\$ 9,391	\$ 9,856	\$ 10,348	\$ 10,873	\$ 11,414	\$ 11,987
Senior Plant Mechanic - Control Systems Technician	D261	\$ 9,388	\$ 9,861	\$ 10,350	\$ 10,866	\$ 11,416	\$ 11,985	\$ 12,586
Plant Mechanic	D451	\$ 6,434	\$ 6,758	\$ 7,097	\$ 7,455	\$ 7,833	\$ 8,221	\$ 8,629
Plant Mechanic - Electrician	D461	\$ 6,434	\$ 6,758	\$ 7,097	\$ 7,455	\$ 7,833	\$ 8,221	\$ 8,629
Plant Mechanic - Instrumentation Tech	D441	\$ 6,434	\$ 6,758	\$ 7,097	\$ 7,455	\$ 7,833	\$ 8,221	\$ 8,629
Plant Mechanic - Control Systems Technician	D471	\$ 6,757	\$ 7,096	\$ 7,452	\$ 7,828	\$ 8,224	\$ 8,633	\$ 9,060
Planner / Scheduler Assistant	D853	\$ 6,434	\$ 6,758	\$ 7,097	\$ 7,455	\$ 7,833	\$ 8,221	\$ 8,629
Water Quality Specialist *	D361	\$ 8,091	\$ 8,596	\$ 9,121	\$ 9,673	\$ 10,267	\$ 10,897	\$ 11,441
Senior Laboratory Analyst **	D306	\$ 9,414	\$ 9,885	\$ 10,378	\$ 10,897	\$ 11,441	-	-
Laboratory Analyst II	D304	\$ 8,559	\$ 8,997	\$ 9,436	\$ 9,907	\$ 10,403	-	-
Laboratory Analyst I	D302	\$ 7,781	\$ 8,170	\$ 8,577	\$ 9,008	\$ 9,458	-	-
Senior Environmental Compliance Inspector *	D352	\$ 8,537	\$ 8,967	\$ 9,414	\$ 9,885	\$ 10,378	-	-
Environmental Compliance Inspector	D354	\$ 7,764	\$ 8,150	\$ 8,559	\$ 8,987	\$ 9,436	-	-
Pollution Prevention Specialist	D356	\$ 7,764	\$ 8,150	\$ 8,559	\$ 8,987	\$ 9,436	-	-
Procurement/Materials Specialist	D701	\$ 8,289	\$ 8,713	\$ 9,159	\$ 9,608	\$ 10,088	-	-
Utility Worker	D851	\$ 5,956	\$ 6,285	\$ 6,629	\$ 6,995	\$ 7,380	-	-

Class 0 - Employees not eligible for certification pay.

Class 1 - Employees achieving professional certification higher than specified for current classification qualify for certification pay per CLASS 1 salary schedule.

* Salary step "G" available only to Water Quality Specialists in Environmental Compliance Division as of 7/1/2013. Promotions to Snr Environmental Compliance Inspector limited to only one person in the position at any given time. The Water Quality Specialist classification not available to new hires after June 30, 2013.

** There shall be only one person in the position of Senior Laboratory Analyst at any given time.

Silicon Valley Clean Water Negotiated Pay Scale (Monthly)

General Represented Employees
Stationary Engineers Local 39

Fiscal Year: 2021-22

Cost-of-Living Adjustment: 4.0%

Class 0 Positions	Codes	A0	B0	C0	D0	E0	F0	G0
Senior Operator	D130	\$ 8,851	\$ 9,293	\$ 9,753	\$ 10,244	\$ 10,864	\$ 11,295	\$ 11,858
Operator	D400	\$ 7,073	\$ 7,431	\$ 7,797	\$ 8,191	\$ 8,608	\$ 9,037	\$ 9,482
Senior Plant Mechanic	D200	\$ 8,529	\$ 8,959	\$ 9,404	\$ 9,869	\$ 10,369	\$ 10,886	\$ 11,432
Senior Plant Mechanic - Electrician	D250	\$ 9,117	\$ 9,575	\$ 10,051	\$ 10,552	\$ 11,086	\$ 11,638	\$ 12,221
Senior Plant Mechanic - Instrumentation Tech	D230	\$ 9,117	\$ 9,575	\$ 10,051	\$ 10,552	\$ 11,086	\$ 11,638	\$ 12,221
Senior Plant Mechanic - Control Systems Technician	D260	\$ 9,572	\$ 10,055	\$ 10,553	\$ 11,079	\$ 11,640	\$ 12,220	\$ 12,833
Plant Mechanic	D450	\$ 6,561	\$ 6,890	\$ 7,236	\$ 7,602	\$ 7,986	\$ 8,382	\$ 8,797
Plant Mechanic - Electrician	D460	\$ 6,561	\$ 6,890	\$ 7,236	\$ 7,602	\$ 7,986	\$ 8,382	\$ 8,797
Plant Mechanic - Instrumentation Tech	D440	\$ 6,561	\$ 6,890	\$ 7,236	\$ 7,602	\$ 7,986	\$ 8,382	\$ 8,797
Plant Mechanic - Control Systems Technician	D470	\$ 6,889	\$ 7,235	\$ 7,598	\$ 7,983	\$ 8,386	\$ 8,800	\$ 9,238
Planner / Scheduler Assistant	D852	\$ 6,561	\$ 6,890	\$ 7,236	\$ 7,602	\$ 7,986	\$ 8,382	\$ 8,797
Water Quality Specialist *	D360	\$ 8,250	\$ 8,755	\$ 9,299	\$ 9,862	\$ 10,467	\$ 11,111	\$ 11,666
Senior Laboratory Analyst **	D305	\$ 9,598	\$ 10,079	\$ 10,582	\$ 11,111	\$ 11,666	-	-
Laboratory Analyst II	D303	\$ 8,728	\$ 9,164	\$ 9,622	\$ 10,103	\$ 10,607	-	-
Laboratory Analyst I	D301	\$ 7,934	\$ 8,329	\$ 8,744	\$ 9,184	\$ 9,643	-	-
Senior Environmental Compliance Inspector *	D351	\$ 8,705	\$ 9,142	\$ 9,598	\$ 10,079	\$ 10,582	-	-
Environmental Compliance Inspector	D353	\$ 7,915	\$ 8,311	\$ 8,728	\$ 9,164	\$ 9,622	-	-
Pollution Prevention Specialist	D355	\$ 7,915	\$ 8,311	\$ 8,728	\$ 9,164	\$ 9,622	-	-
Procurement/Materials Specialist	D700	\$ 8,451	\$ 8,885	\$ 9,338	\$ 9,796	\$ 10,286	-	-
Utility Worker	D850	\$ 6,073	\$ 6,408	\$ 6,758	\$ 7,132	\$ 7,523	-	-

Class 1 Positions	Codes	A1	B1	C1	D1	E1	F1	G1
Senior Operator	D131	\$ 9,029	\$ 9,476	\$ 9,947	\$ 10,450	\$ 11,081	\$ 11,521	\$ 12,094
Operator	D401	\$ 7,214	\$ 7,580	\$ 7,953	\$ 8,354	\$ 8,782	\$ 9,216	\$ 9,672
Senior Plant Mechanic	D201	\$ 8,700	\$ 9,138	\$ 9,592	\$ 10,065	\$ 10,578	\$ 11,103	\$ 11,660
Senior Plant Mechanic - Electrician	D251	\$ 9,300	\$ 9,767	\$ 10,250	\$ 10,762	\$ 11,308	\$ 11,871	\$ 12,466
Senior Plant Mechanic - Instrumentation Tech	D231	\$ 9,300	\$ 9,767	\$ 10,250	\$ 10,762	\$ 11,308	\$ 11,871	\$ 12,466
Senior Plant Mechanic - Control Systems Technician	D261	\$ 9,764	\$ 10,255	\$ 10,764	\$ 11,301	\$ 11,873	\$ 12,464	\$ 13,089
Plant Mechanic	D451	\$ 6,891	\$ 7,028	\$ 7,381	\$ 7,753	\$ 8,146	\$ 8,550	\$ 8,974
Plant Mechanic - Electrician	D461	\$ 6,891	\$ 7,028	\$ 7,381	\$ 7,753	\$ 8,146	\$ 8,550	\$ 8,974
Plant Mechanic - Instrumentation Tech	D441	\$ 6,891	\$ 7,028	\$ 7,381	\$ 7,753	\$ 8,146	\$ 8,550	\$ 8,974
Plant Mechanic - Control Systems Technician	D471	\$ 7,027	\$ 7,380	\$ 7,750	\$ 8,141	\$ 8,553	\$ 8,978	\$ 9,422
Planner / Scheduler Assistant	D853	\$ 6,891	\$ 7,028	\$ 7,381	\$ 7,753	\$ 8,146	\$ 8,550	\$ 8,974
Water Quality Specialist *	D361	\$ 8,415	\$ 8,929	\$ 9,486	\$ 10,060	\$ 10,678	\$ 11,333	\$ 11,999
Senior Laboratory Analyst **	D306	\$ 9,791	\$ 10,280	\$ 10,793	\$ 11,333	\$ 11,899	-	-
Laboratory Analyst II	D304	\$ 8,901	\$ 9,346	\$ 9,813	\$ 10,303	\$ 10,819	-	-
Laboratory Analyst I	D302	\$ 8,092	\$ 8,497	\$ 8,920	\$ 9,368	\$ 9,836	-	-
Senior Environmental Compliance Inspector *	D352	\$ 8,878	\$ 9,326	\$ 9,791	\$ 10,280	\$ 10,793	-	-
Environmental Compliance Inspector	D354	\$ 8,075	\$ 8,476	\$ 8,901	\$ 9,346	\$ 9,813	-	-
Pollution Prevention Specialist	D356	\$ 8,075	\$ 8,476	\$ 8,901	\$ 9,346	\$ 9,813	-	-
Procurement/Materials Specialist	D701	\$ 8,621	\$ 9,062	\$ 9,525	\$ 9,992	\$ 10,492	-	-
Utility Worker	D851	\$ 6,194	\$ 6,536	\$ 6,894	\$ 7,275	\$ 7,675	-	-

Class 0 - Employees not eligible for certification pay.

Class 1 - Employees achieving professional certification higher than specified for current classification qualify for certification pay per CLASS 1 salary schedule.

* Salary step "G" available only to Water Quality Specialists in Environmental Compliance Division as of 7/1/2013. Promotions to Snr Environmental Compliance Inspector limited to only one person in the position at any given time. The Water Quality Specialist classification not available to new hires after June 30, 2013.

** There shall be only one person in the position of Senior Laboratory Analyst at any given time.

Silicon Valley Clean Water Negotiated Pay Scale (Monthly)

General Represented Employees
Stationary Engineers Local 39

Fiscal Year: 2022-23

Cost-of-Living Adjustment: 4.0%

Class 0 Positions	Codes	A0	B0	C0	D0	E0	F0	G0
Senior Operator	D130	\$ 9,205	\$ 9,665	\$ 10,143	\$ 10,654	\$ 11,299	\$ 11,747	\$ 12,332
Operator	D400	\$ 7,356	\$ 7,728	\$ 8,109	\$ 8,519	\$ 8,952	\$ 9,398	\$ 9,861
Senior Plant Mechanic	D200	\$ 8,870	\$ 9,317	\$ 9,780	\$ 10,264	\$ 10,784	\$ 11,321	\$ 11,889
Senior Plant Mechanic - Electrician	D250	\$ 9,482	\$ 9,958	\$ 10,453	\$ 10,974	\$ 11,529	\$ 12,104	\$ 12,710
Senior Plant Mechanic - Instrumentation Tech	D230	\$ 9,482	\$ 9,958	\$ 10,453	\$ 10,974	\$ 11,529	\$ 12,104	\$ 12,710
Senior Plant Mechanic - Control Systems Technician	D260	\$ 9,955	\$ 10,457	\$ 10,975	\$ 11,522	\$ 12,106	\$ 12,709	\$ 13,348
Plant Mechanic	D450	\$ 6,823	\$ 7,166	\$ 7,525	\$ 7,906	\$ 8,305	\$ 8,717	\$ 9,149
Plant Mechanic - Electrician	D460	\$ 6,823	\$ 7,166	\$ 7,525	\$ 7,906	\$ 8,305	\$ 8,717	\$ 9,149
Plant Mechanic - Instrumentation Tech	D440	\$ 6,823	\$ 7,166	\$ 7,525	\$ 7,906	\$ 8,305	\$ 8,717	\$ 9,149
Plant Mechanic - Control Systems Technician	D470	\$ 7,165	\$ 7,524	\$ 7,902	\$ 8,302	\$ 8,721	\$ 9,152	\$ 9,608
Planner / Scheduler Assistant	D852	\$ 6,823	\$ 7,166	\$ 7,525	\$ 7,906	\$ 8,305	\$ 8,717	\$ 9,149
Water Quality Specialist *	D360	\$ 8,580	\$ 9,105	\$ 9,671	\$ 10,256	\$ 10,886	\$ 11,555	\$ 12,133
Senior Laboratory Analyst **	D305	\$ 9,982	\$ 10,482	\$ 11,005	\$ 11,555	\$ 12,133	-	-
Laboratory Analyst II	D303	\$ 9,077	\$ 9,531	\$ 10,007	\$ 10,507	\$ 11,031	-	-
Laboratory Analyst I	D301	\$ 8,251	\$ 8,662	\$ 9,094	\$ 9,551	\$ 10,029	-	-
Senior Environmental Compliance Inspector *	D351	\$ 9,053	\$ 9,508	\$ 9,982	\$ 10,482	\$ 11,005	-	-
Environmental Compliance Inspector	D353	\$ 8,232	\$ 8,643	\$ 9,077	\$ 9,531	\$ 10,007	-	-
Pollution Prevention Specialist	D355	\$ 8,232	\$ 8,643	\$ 9,077	\$ 9,531	\$ 10,007	-	-
Procurement/Materials Specialist	D700	\$ 8,789	\$ 9,240	\$ 9,712	\$ 10,188	\$ 10,697	-	-
Utility Worker	D850	\$ 6,316	\$ 6,664	\$ 7,028	\$ 7,417	\$ 7,824	-	-

Class 1 Positions	Codes	A1	B1	C1	D1	E1	F1	G1
Senior Operator	D131	\$ 9,390	\$ 9,855	\$ 10,345	\$ 10,868	\$ 11,524	\$ 11,982	\$ 12,578
Operator	D401	\$ 7,503	\$ 7,883	\$ 8,271	\$ 8,688	\$ 9,133	\$ 9,585	\$ 10,059
Senior Plant Mechanic	D201	\$ 9,048	\$ 9,504	\$ 9,976	\$ 10,468	\$ 11,001	\$ 11,547	\$ 12,126
Senior Plant Mechanic - Electrician	D251	\$ 9,672	\$ 10,158	\$ 10,660	\$ 11,192	\$ 11,760	\$ 12,346	\$ 12,965
Senior Plant Mechanic - Instrumentation Tech	D231	\$ 9,672	\$ 10,158	\$ 10,660	\$ 11,192	\$ 11,760	\$ 12,346	\$ 12,965
Senior Plant Mechanic - Control Systems Technician	D261	\$ 10,155	\$ 10,665	\$ 11,195	\$ 11,753	\$ 12,348	\$ 12,963	\$ 13,613
Plant Mechanic	D451	\$ 6,959	\$ 7,309	\$ 7,676	\$ 8,063	\$ 8,472	\$ 8,892	\$ 9,333
Plant Mechanic - Electrician	D461	\$ 6,959	\$ 7,309	\$ 7,676	\$ 8,063	\$ 8,472	\$ 8,892	\$ 9,333
Plant Mechanic - Instrumentation Tech	D441	\$ 6,959	\$ 7,309	\$ 7,676	\$ 8,063	\$ 8,472	\$ 8,892	\$ 9,333
Plant Mechanic - Control Systems Technician	D471	\$ 7,308	\$ 7,675	\$ 8,060	\$ 8,467	\$ 8,895	\$ 9,337	\$ 9,799
Planner / Scheduler Assistant	D853	\$ 6,959	\$ 7,309	\$ 7,676	\$ 8,063	\$ 8,472	\$ 8,892	\$ 9,333
Water Quality Specialist *	D361	\$ 8,752	\$ 9,288	\$ 9,865	\$ 10,462	\$ 11,105	\$ 11,786	\$ 12,375
Senior Laboratory Analyst **	D306	\$ 10,183	\$ 10,691	\$ 11,225	\$ 11,788	\$ 12,375	-	-
Laboratory Analyst II	D304	\$ 9,257	\$ 9,720	\$ 10,206	\$ 10,715	\$ 11,252	-	-
Laboratory Analyst I	D302	\$ 8,416	\$ 8,837	\$ 9,277	\$ 9,743	\$ 10,229	-	-
Senior Environmental Compliance Inspector *	D352	\$ 9,233	\$ 9,699	\$ 10,183	\$ 10,691	\$ 11,225	-	-
Environmental Compliance Inspector	D354	\$ 8,398	\$ 8,815	\$ 9,257	\$ 9,720	\$ 10,206	-	-
Pollution Prevention Specialist	D356	\$ 8,398	\$ 8,815	\$ 9,257	\$ 9,720	\$ 10,206	-	-
Procurement/Materials Specialist	D701	\$ 8,966	\$ 9,424	\$ 9,906	\$ 10,392	\$ 10,912	-	-
Utility Worker	D851	\$ 6,442	\$ 6,797	\$ 7,170	\$ 7,566	\$ 7,982	-	-

Class 0 - Employees not eligible for certification pay.

Class 1 - Employees achieving professional certification higher than specified for current classification qualify for certification pay per CLASS 1 salary schedule.

* Salary step "G" available only to Water Quality Specialists in Environmental Compliance Division as of 7/1/2013. Promotions to Snr Environmental Compliance Inspector limited to only one person in the position at any given time. The Water Quality Specialist classification not available to new hires after June 30, 2013.

** There shall be only one person in the position of Senior Laboratory Analyst at any given time.

EXHIBIT C
SIDELETTER OF UNDERSTANDING
SECTION 17.2

SILICON VALLEY CLEAN WATER

JOINT POWERS AUTHORITY ~ A PUBLIC ENTITY



1400 RADIO ROAD
REDWOOD CITY, CALIFORNIA 94065
650.591.7121 | FAX: 650.591.7122
WWW.SVCW.ORG

CITY OF SAN CARLOS | CITY OF REDWOOD CITY | CITY OF BELMONT | WEST BAY SANITARY DISTRICT

Side Letter of Understanding

Between

Silicon Valley Clean Water

And

Stationary Engineers, Local 39

Silicon Valley Clean Water ("Authority"), and Stationary Engineers, Local 39 have agreed to the following:

17.2 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the Manager or the Manager's designated representative with due regard to the wishes of the employee and particular regard to the needs of the Authority.

Annual Vacation Schedule

All employees shall, on a form provided by the Authority, indicate their preference for vacation for the coming calendar year during the first two calendar weeks of October. The Authority will post a final Annual Vacation Schedule by November 15th of each year to be effective through the end of the following calendar year. The Annual Vacation Schedule will be re-opened during the first two calendar weeks of June of each year to provide an opportunity for employees to make changes to their vacation schedules during the remaining 6-months (July through December) of the calendar year. The final Annual Vacation Schedule will be posted by July 15th of each year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible.

Employees shall be required to take all time reserved on the annual calendar as requested and approved. Time previously requested that occurs in the second half of the year may be changed during the two week period each June, but once the change window closes, all requested and approved time off shall be taken by the employee.

In the event of an extenuating circumstance (i.e. Personal injury or illness, family illness or death) an employee may not be required to take the approved time reserved on the annual calendar if approved by SVCW management. All requests for an extenuating circumstance exemption must be submitted as early as is reasonably possible given the circumstances and must be approved by the SVCW Manager or the Manager's designee.

Page 1 of 3

General Leave Requests >30 Days In Advance

Ad hoc requests for vacation not scheduled through the annual process and submitted by the employee in writing to his or her supervisor 30 days in advance or greater of the desired vacation time will be subject to the following approval considerations:

- The Annual Vacation Schedule takes precedent; an employee cannot bump another employee's previously approved annual vacation leave for any reason, including more seniority of the requestor.
- All leave will be granted on a "First Come First Serve" basis
- Minimal shift staffing requirements must be met and will be acceptable criteria for denial of a request for leave time
- SVCW supervisors shall make every reasonable attempt to accommodate requests based on the above criteria.
- SVCW Manager, Assistant Manager, Wastewater Superintendent or Chief Financial Officer, department dependent, may allow "vacation time trades" between employees as long as the above criteria are met and there are no other extenuating or special needs requiring the presence of a particular employee during the affected times.

The supervisor shall respond to the employee's request in writing within three (3) business days (Monday through Friday excluding holidays).

General Leave Requests <30 Days In Advance

Ad hoc requests for vacation not scheduled through the annual sign up and submitted by the employee in writing to his or her supervisor less than 30 days in advance of the desired vacation time will be subject to the following approval considerations:

- The Annual Vacation Schedule takes precedent; an employee cannot bump another employee's previously approved annual vacation leave, or leave approved with more than 30 days of notice, for any reason including more seniority of the requestor.
- All leave will be granted on a "First Come First Serve" basis
- Minimal shift staffing requirements must be met and will be acceptable criteria for denial of a request for leave time
- Based upon workload (SOR's, plant shutdowns, wet weather events, etc.), leave requests may be denied
- SVCW supervisors shall make every reasonable attempt to accommodate requests based on the above criteria.
- SVCW Manager, Assistant Manager, Wastewater Superintendent or Chief Financial Officer, department dependent, may allow "vacation time trades" between employees as long as the above criteria are met and there are no other extenuating or special needs requiring the presence of a particular employee during the affected times..

The supervisor shall respond to the employee's request in writing in a reasonable amount of time, not to exceed seven calendar days, however, during Wet Weather Season (November 1st through March 1st) employees cannot expect to receive approval until the "7-day" weather forecast immediately preceding the requested time off is available.

The above criteria for "greater than" or "less than" thirty days leave time requests shall apply to all forms of leave requests, i.e. vacation leave, compensatory time off or any other earned leave.

Emergency Cancellation

In the event of an emergency, SVCW Management, by direction of the SVCW Manager or the SVCW Manager's designee, reserves the right to cancel, without prejudice, any and all types and forms of leave, whether previously approved or not. In the event of such cancellation, employees whose leave is cancelled will be entitled to reimbursement for non-refundable documented costs they have incurred related to the cancelled leave. In addition, employees subject to cancellation of previously approved leave shall be paid at a rate of one and one half times (1.5 times) their normal rate for up to the first forty (40) hours worked during the period of time affected by the cancellation of their previously approved leave. Normal hours and overtime rules will apply after the first 40 hours if applicable.

If the foregoing is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

Approved and Accepted:


Richard P. ..., Business Representative
Stationary Engineers, Local 39


Daniel T. Child, Manager
Silicon Valley Clean Water

Date: 5/15/15

Date: 5/15/15