

MEMORANDUM OF UNDERSTANDING

BETWEEN

OLIVEHURST PUBLIC UTILITY DISTRICT

AND

**OLIVEHURST PUBLIC UTILITY DISTRICT
FIRE DEPARTMENT ASSOCIATION**

January 1, 2009 through December 31, 2010

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PREAMBLE

On the date hereinafter subscribed, authorized representatives of the Olivehurst Public Utility District, herein called "District", and authorized representatives of the Olivehurst Public Utility District Fire Department Association, "Association", made and entered into this Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU." Pursuant to Section 3500 et seq. of the Government Code of the State of California, an agreement between the aforementioned parties has as its purpose the promotion of harmonious labor relations; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

It is understood and agreed that this Memorandum of Understanding supersedes and replaces all previous agreements on these points by and between the Olivehurst Public Utility District and the Olivehurst Public Utility District Fire Department Association.

ARTICLE I RECOGNITION AND COVERAGE

1. Recognition:

The Olivehurst Public Utility District Fire Department Association is recognized as a bargaining representative, as provided by the Olivehurst Public Utility District Board of Directors Policy established 01/19/06, for all full time shift employees assigned to the Fire Department. The Association does not represent volunteer firefighters, the administrative assistant, or the Fire Chief.

In the event new full time classifications are established which are appropriate for this unit, the parties agree to meet and confer for the purpose of including such in the Fire Department Association for purposes of meet and confer. Association is not recognized as an exclusive or majority representative.

2. Continuation of Benefits:

A. This Memorandum of Understanding is a final expression of the agreement between the parties with respect to the terms and conditions of employment. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved by the Board of Directors.

B. Terms and conditions of employment as specified in this Memorandum of Understanding shall remain in full force and effect during the term of this Memorandum of

Understanding unless modified pursuant to the above paragraph or as otherwise specified in this agreement.

3. Terms of Understanding:

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of January 1, 2009 and shall expire December 31, 2010, or shall continue in effect from year to year thereafter unless terminated as provided in the Olivehurst Public Utility District's Personnel Rules and Regulations. Should either party desire to commence negotiations on the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred twenty (120) calendar days prior to the expiration date of the existing Memorandum of Understanding, and negotiations shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

4. Severance:

Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

ARTICLE II MANAGEMENT RIGHTS

To ensure that the District is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the District to negotiate on matters which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the District generally and to determine issues of policy.
2. To determine the existence of facts which are the basis of management decisions.
3. To determine the necessity for and organization of any service or activity conducted by the District, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means,

organizational structure, and size and composition of the work force, and to allocate and assign the work by which the District operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all Districts functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the District, except where such contracts for service would be for the purpose of work force reductions.
9. To assign work to and schedule employees in accordance with requirements as determined by the District, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To establish and modify productivity and performance programs and standards.
11. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
12. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
13. To hire, transfer, promote, layoff, and demote employees for non-disciplinary reasons, including lack of work.
14. To determine policies, procedures, and standards for selection, training, and promotion of employees.
15. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
16. To maintain order and efficiency in District facilities and operations.
17. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the District. The District agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
18. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the Districts Rules and Regulations.
19. To take any and all necessary action to carry out the mission of the District in case of emergencies.

ARTICLE III REPRESENTATIVE RIGHTS

1. Representative Leave:

A. Association shall designate one of its members, or an agent retained by the Association, as its representative. The designated representative, if an employee of the

District, shall be granted reasonable release time, without loss of compensation or benefits, to meet with representative(s) of the District in regards to employee-employer relations matters.

B. Upon request of the Association representative, a reasonable number of employees may be released from duty, without loss of compensation or benefits, for the purpose of meeting with the District. If the representative is an employee, such reasonable number shall be one additional employee. Such release time shall include thirty (30) minutes before and fifteen (15) minutes after the scheduled meeting. The times before and after the meetings are in addition to reasonable travel time to and from the employee's work location. The District may, but is not required to, allow all Association members to attend meet and confer sessions when in the Fire Chief's discretion, such sessions can be conducted without interference with the operations of the Fire Department.

C. The District reserves the right to postpone or cancel a meeting if adequate staffing of the Districts emergency services would be curtailed by the release of participating personnel.

2. Union Dues:

Payment of union dues is required of all employees in the Fire Department, the following deduction provisions shall apply.

1. Union membership dues and fee shall be payroll deducted and transmitted to Operating Engineers, Local No. 3.
2. OE, Local 3 expressly agrees to indemnify and hold the District harmless for any and all claims, demands, costs (including any costs and attorney's fees incurred by the District in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the District in adoption or administration of this section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the District based upon or related to this section.

ARTICLE IV SALARY AND OTHER COMPENSATION

1. Salary:

A. The pay scale in Exhibit A will take effect on September 21, 2009.

B. Negotiations on the issue of salary only will be reopened during the months of December 2009 or January 2010 after the County has provided the District with the projected revenue for the fire department.

C. Step Increase shall be based upon satisfactory performance. Employees shall be evaluated on an Employee Performance Report on each employee's anniversary date.

Each employee receiving a satisfactory Employee Performance Report shall, upon approval of the Board of Directors, receive a merit increase in salary and shall be advanced to the next higher step of such employee's salary range.

2. Educational Incentive:

- A. The District encourages and supports professional development. As such the District agrees to pay for tuition/registration, training materials, travel accommodations, and all reasonable training expenses within the constraints of the training budget and staffing limitations.
- B. The District will compensate full-time qualified training personnel to perform department sponsored training.

3. Longevity Pay Plan:

The District agrees to continue the current longevity pay plan and employees shall be eligible to receive longevity pay beginning with five years of continuous District service.

- 5 years of service = 2% of base salary
- 10 years of service = 4% of base salary
- 15 years of service = 6% of base salary
- 20 years of service = 8 % of base salary
- 25 years of service = 10% of base salary

4. Out of Class Compensation:

The District shall pay out of class compensation pursuant to District Personnel Rules and Regulations, except that, such compensation shall be paid on an hour-for-hour basis to employees who are assigned in writing to work in a higher classification. Employees shall receive 5% per hour for Duty Chief, for the duration of the out of class assignment. Employees will not be forced to work out of class in a lower class. In the event that all eligible employees for a vacancy have been contacted and have refused the overtime opportunity, then an employee in a higher class may volunteer for that overtime opportunity.

5. Retirement:

The District agrees to pay into a pension fund 10 % of employees' base hourly rate.

The employee shall be allowed to apportion the contributions between the Pension Trust Fund for Operating Engineers or a Deferred Compensation Plan designated by the employees, reasonably approved by the District. The terms of the Deferred Compensation Plan shall provide at least the following, among other customary terms:

1. The employee receives 100% vesting upon the deposit

2. The employee may not withdraw or borrow against the deposits made to the account until retirement or in hardship circumstances approved by the District and/or a committee of employees, District and independent parties. This prohibition shall be in addition to the requirement for a substantial penalty upon early withdrawal.

ARTICLE V OVERTIME

1. Overtime Computation:

A. The Firefighters will be on a Fair Labor Standards Act (FLSA) 28 day work schedule and be paid every 2 weeks. Overtime hours worked will be compensated at one and one-half (1½) times the employee's straight time rate of pay.

B. The Fire Chief shall be responsible for preparing and assigning the normal work schedule for department personnel. In addition to overtime as required by FLSA, Firefighters shall be compensated at their overtime rate for all hours worked that is not part of their normal schedule (see Article VI Section #1).

C. It is understood that leave time taken by an employee shall continue to be counted as time worked for FLSA purposes.

D. Incidental overtime of less than fifteen minutes in a non-recurrent extension of the work day/shift is non-compensable in any form.

E. Employees shall be compensated for one (1) full hour when working beyond the incidental overtime period (Article V, Section 1(D)) as a result of a dispatched incident.

F. Employees shall be compensated for 2 hours call back when called in for duties other than emergency calls. This includes covering for other departments in the District (examples include but not limited to changing cylinders at the plant, instructing classes, investigations, inspections, admin meetings, ect.) As approved by the Chief.

G. C.T.O. – Compensatory Time Off – Employees shall have the option of overtime cash payment or compensatory time off, all of which shall be at the time and one-half (1 ½) rate. The maximum accrual rate for C.T.O. shall be 48 hours effective the last day of the last pay period payable in December of each year. Time cards not specified will be paid overtime cash pay. It is also agreed that in each section, only one employee in such section may use C.T.O. at the same time, unless approved by the General Manager

2. Overtime Scheduling:

The District agrees to a rotating list for scheduling personnel for overtime shifts. This rotating list shall be maintained by the Fire Chief or designee. There shall be a separate list for "Volunteer" and "Full-Time" overtime. The District agrees to meet and confer prior to

changing this policy.

3. Emergency Callback:

The employee shall designate which payroll (6 month or regular) he/she would like to place the emergency callback.

4. Court Appearances:

Fire personnel will be compensated for required, job related off-duty court appearances at 1 1/2 times the hourly rate of pay, for a period of four (4) hours or for hours actually worked, whichever is greater.

5. Staffing Errors:

An employee, who reports to work on an overtime shift and is released from duty because of a staffing error, will be compensated for four (4) hours at 1 1/2 time the hourly rate of pay.

6. Scheduled Off-Duty Training:

Fire personnel will be compensated for scheduled, off-duty training that is required by the Department and approved by the Fire Chief. Fire personnel will be compensated for a period of two (2) hours or for hours actually in attendance, whichever is greater.

ARTICLE VI
HOURS OF WORK

1. Shifts:

The District and Association agree to continue the current shift schedule for Firefighters by working 2 - 24 hour shift (48 hours) on and 4-24 hour shifts (96 hours) off. The scheduled start time will begin at 8:00 am.

Furthermore, all Fair Labor Standards Act (FLSA) for Firefighters will apply, e.g., hours worked and overtime provisions, etc., unless modified by other provisions in this Memorandum of Understanding. The District also reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems. Any modifications to this schedule are subject to a meet and confer.

2. Fair Labor Standards Act (FLSA):

The District shall comply with the Fair Labor Standards Act (FLSA) and agrees to meet with Association in order to discuss sections of the Act which affect the agreed upon wages, hours and other terms and conditions of employment.

ARTICLE VII
LEAVES

1. Annual Leave:

A. Employees shall receive the following Annual Leave credits:

Length of Service Annual Leave Allowance

0 - 10 years 168 hours per year

10 + years 224 hours per year

B. In the event of termination of the employee, such employee shall be paid for his/her accrued vacation leave

C. Employees may accumulate the unused portion of any earned annual leave credits, provided that on December 31 of each calendar year employees shall not have accumulated more than 280 hours of annual leave. Employees stop accumulating annual leave upon reaching the 280 hour threshold.

(1) To avoid exceeding the maximum of 280 hours of accumulated annual leave, the District may direct an employee to take time off on annual leave.

(2) To encourage the use of leave, the District has implemented a leave sell back policy whereby the employee may sell back up to a week of leave when combined with taking at least a week of leave.

D. Employees may cash out accrued annual leave on a straight time basis for their permanent job classification. Personnel may cash out 48 hours if 48 hours of vacation time is taken. The maximum cash out for personnel is 48 hours per year. Requests to cash out accrued annual leave shall be submitted one pay period prior to the pay period in which the employee desires to cash out annual leave.

2. Vacation Scheduling Procedure:

The following shall govern when an employee may take time off on annual leave for vacation purposes:

A. An employee wishing to use accrued vacation time must request vacation leave from the Fire Chief 10 days in advance in writing. Short term vacation leaves (less that one week) may be approved by the Chief with less notice, subject to departmental workload and scheduling needs. To the extent possible, an employee's preference for vacation leave will be

honored. Vacations may be taken at any time during the year, subject to departmental workload and scheduling needs. Vacation leave will be authorized in advance by the Fire Chief in accordance with employees' requests provided it is consistent with the needs of the department and the District.

- B. Requests will be honored; to the extent possible in the order requests are made. If conflicting requests are submitted simultaneously within a department, the Chief will make a decision based on the Department needs.
- C. Employees will not be granted vacation longer than 5 working days for personnel unless it is determined by the Fire Chief that the employees extended absence will not conflict with work schedules. Absences longer than 5 working days for personnel must be approved by the General Manager.
- D. Fire Chief will not authorize requests for vacation leave, including their own, which conflict with staffing requirements of the Department. Such conflicts include, but are not limited to, inadequate employees to cover shifts and workloads, inability to cover the vacationing employee's workload, and failure to meet staffing requirements imposed by regulatory authorities.

(1) The parties agree that as fire department staff levels increase, it may be necessary to increase the number of employees who can be granted leave for vacation purposes at the same time. The parties agree to meet and confer at such time that staff increases make such a change feasible.

3. Shift Trades:

Each employee may be allowed to trade time for shift(s) for which they are able to secure another qualified employee to work in their place; provided that the substitution does not impose any fiscal impact to the District and is approved by the Fire Chief.

4. Sick Leave:

- A. Employees shall earn and be entitled to twelve (12) hours per month, 6 days (144 hours) per year of sick leave with pay.
- B. Sick Leave is a paid leave of absence.
- C. Unused Sick Leave: Unused leave shall be cumulative from year to year with a cap of 1000 hours.
- D. Sick Leave Payoff: Unlike vacation leave, Sick Leave is not a vested entitlement. However, in recognition of the value of long

service provided by long term employees, and as an inducement to encourage employees to stay with the District for the length of their career, then as a reward, but not a vested benefit, upon retirement or death, an employee (or in the instance of death the employee's estate), an employee who has achieved the age of 53 years, and who has provided at least 15 years of uninterrupted service, shall be paid a sum equal to twenty-five percent (25%) of his/her accrued sick leave. Such payment shall be computed on the basis of the employee's regular hourly wage at the time of such retirement or death.

- E. On The Job Injury If an employee is injured on the job, for the day of injury only, time off required for medical attention or recuperation ordered by the employee's physician, shall not be charged to the employee's accrued time.

5. Bereavement Leave:

Death of a member in the Employee's Immediate Family – The immediate family is defined as a person related by blood or marriage who is a husband, wife, son, daughter, sister, brother, mother, father, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Each such absence shall be charged to bereavement leave and shall not exceed three (3) days, or five (5) days for out of state death. If such absence requires additional time away from work, the employee has the option to charge additional leave time with pay to his/her personal leave or annual vacation leave, to the extent that such leave time has been accumulated by the employee.

6. Emergency Leave:

An employee may be approved for the use of annual leave for circumstances that are extraordinary, unforeseen, last minute, and unavoidable situations requiring not more than 24-hours and the employee's immediate attention.

7. Holiday:

Shift employees shall accrue a total of 120 hours per year. The employee will accrue 4.6 hours per pay period of holiday time. They may only carry over a maximum of 48 hours per calendar year. If a holiday falls on a firefighters shift, there is no additional time-off or compensation for working the holiday shift.

ARTICLE VIII
INSURANCE

1. Medical Insurance:

The District's obligation for health, dental, vision, life and disability insurance

coverage is limited to plan contribution set forth in this MOU. Plan content, including eligibility criteria, and coverage, is determined by the respective carrier and is subject to change.

2. Health, Dental and Vision Insurance:

- A. The District will pay 100% of the cost of insurance for the employee plus 1 dependant and 40% of the difference between the employee plus 1 dependant rate and the employee plus 2 or more dependents rate for the 5 cheapest insurances options offered by the district. See “Table of Maximum District Contributions” below.

Table of Maximum District Contributions	
Maximum premiums payment by District under Article VIII (1)(A):	
Employee Only:	\$589.79
Employee plus one dependent:	\$1197.58
Employee plus 2 or more dependents:	\$1349.32

- B. An employee wishing to opt out of this benefit, if opting out is authorized by the carrier, shall receive up to \$550.00 per month. In no case can the employee receive more money than the employer would pay for insurance coverage of said employee.
- C. All unit members, including members opting out, will retain the \$132 per month intended for retiree medical that all District employees received, provided its applied to authorized uses. However: any unit member that chooses a medical, dental and optical premium greater than \$1151 must use the \$132 to pay down the remainder of the premium whatever that amount shall be and any remainder of the \$132 after the premium is paid can be applied to other authorized uses; in no case shall the opt-out amount plus the \$132 be more than 90% of the actual premium cost to the employee and shall be limited to that amount.
- D. If there is a significant change in the Insurance Premium the employees or the District may ask for this item to be revisited by the negotiating team. No increase in District contribution shall be required except on such terms as are expressly agreed to by the District. A written request must be submitted.

ARTICLE IX
ALLOWANCES AND REIMBURSEMENTS

1. Uniform Allowance:

- A. The District agrees to pay employees the sum of five hundred (\$500.00) per year for the purchase of approved on duty uniforms and attire. All uniforms purchased shall comply with the most current regulations and specifications as identified in the Department's Policies and Procedures Manual.
- B. The Uniform allowance will be issued the first payroll in October.
- C. Safety Boots will be purchased by the Department and may be retained by the Department upon separation of service.
- D. Uniform name tag and shirt collar insignias will be provided to each employee upon initial hire. Shirt collar insignias will also be provided upon promotion to another rank or position.
- E. Uniform badges will be issued by the department. Any other badge ordered/purchased by fire personnel must be of a style approved by the Fire Chief. Two badges will be provided to each employee upon initial hire or promotion. One badge is to be used with the employee's class B shirt and one badge with the class B jacket; or one badge used with the class A shirt and one badge with the class A jacket.

2. Uniforms - Class A:

- A. The District will provide each full-time personnel a one-time payment of \$350.00 to purchase a Class A Uniform.

The District agrees to meet with OPUD FD Association members to review the current uniforms and expenses.

3. Tuition/Books Reimbursement:

Employees who attend job related classes/training programs that are approved by the Fire Chief shall be entitled to reimbursement of tuition, registration, costs for books, and travel and incidental expenses.

Approval shall be given by the Fire Chief prior to the beginning of the class/training program.

An employee may repeat a job-related course to maintain or upgrade his/her knowledge, skills and abilities.

Attendance in job related classes/training programs will be voluntary and will not include overtime payment, but will include salary for attendance during working hours. The costs for transportation, meals, lodging or other incidental expenditures, will be reimbursable with prior approval from the Fire Chief. If the District's credit

card will be used, prior approval from the General Manager must be given.

4. Compensation for Training:

Training for programs authorized or required by the Department shall be financed by the District except as otherwise specified by the General Manager or department head prior to the participation in such training. Employees may be authorized to attend training programs during regular working hours. When the needs of the District service so require, the department head may direct any employee to attend a meeting or conference as part of the vocational training required for the position. In such case, attendance may be mandatory and reasonable compensation for meals, lodging, travel and associated expenses shall be allowed. Travel to and from such training shall be provided by the District, however, no overtime will be paid for the time required to travel to and from such meetings, nor the conference or training attendance hours beyond normal working hours.

5. Replacement of Damaged Personal Property:

When an employee damages his/her personal property during the normal performance of his/her duties, the employee may submit a claim for reimbursement with the District. The District shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The District shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged personal property shall rest with the Fire Chief and General Manger.

ARTICLE X
EMPLOYEE DISCIPLINE

1. Employee Discipline:

- A. The District shall not discipline employees except for just cause.
- B. An employee who receives a written reprimand, reduction in salary, demotion, suspension without pay, or dismissal, may appeal such action in accordance with the Grievance Procedure.
- C. The parties agree to meet and confer regarding modification of the Personnel Rules and Regulations pertaining to employee discipline procedures and potential modification of the discipline process.

2. Performance Review/Merit Increase: Merit increases shall be based upon satisfactory performance. Employees shall be evaluated on an Employee Performance Report (EPR) on each employee's anniversary date until an employee reaches the maximum salary step for such employee's salary range. Each employee shall, upon the receipt of a satisfactory EPR and the approval of the Board of Directors, receive a merit increase in salary and shall be advanced to the next higher step of such employee's salary range.

If the salary increase is withheld because of a below-standard or unsatisfactory evaluation, and the employee remains employed, second consideration must be given within six (6) months of the anniversary date and at least every six (6) month period thereafter or until the employee receives the merit increase or is terminated. The scoring within the EPR reflects the direct observations of the supervisor preparing the EPR and such scores shall not, in and of themselves, be subject to the Grievance Procedure. An employee who is denied a Step increase shall have the right to grieve such denial with his/her immediate supervisor as the first step. If not satisfied at the first step, he/she may grieve the supervisor's denial to the General Manager. At any level of this procedure, the employee may request Union representation.

A. The District agrees to meet with the Association in order to review and propose changes to existing employee evaluation system.

3. Personnel Files: The District and Association agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized District representatives, and by law enforcement, or other, authorities possessing proper authority to review the file.

A. The District shall allow every employee the opportunity to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the District and shall be the only personnel file admissible as evidence in any disciplinary matter. There shall be no documents placed in the official personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the District shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Section.

4. Lay off: In the event of reduction of force for any reason, employees so laid off shall be laid off in accordance with seniority in the classification to which their positions are allocated or in higher classifications.

ARTICLE XI GRIEVANCE PROCEDURE

The Grievance Procedures are found in Ordinance #110 of the OPUD Personnel Manual and shall be in compliance with the "Firefighter Bill of Rights"

ARTICLE XII MISCELLANEOUS

1. Fitness Evaluation (Wellness):

The District and Association agree to work cooperatively during the term of this MOU to develop a long-term wellness program for safety personnel.

2. Fire Job Classification:

A. The District recognizes that Association has a vital interest in the content of the fire job specifications, including minimum qualifications and promotional patterns, for the Fire Department personnel represented by the Association.

B. The District agrees to notify Association anytime the District proposes to modify job classifications. The District agrees to meet and confer with Association over such proposed changes if Association requests such negotiations within two weeks of notification by the District.

C. On its own initiative, Association may at any time notify the General Manager that it requests to meet and confer with the District over Association's proposed modifications to the job specifications for fire classifications. The District shall schedule a meet and confer session in response to such request but it shall not be obligated to modify the classifications following such meet and confer.

D. Nothing in this provision shall be construed as to require the District to divulge information or change procedures that in any way would compromise the integrity of the Districts merit system.

3. Paycheck Distribution:

The District agrees to submit paychecks to employees in the Fire Department no later than 0830 hours each payday.

If it becomes feasible during the term of this MOU, this provision will be applied to all employees.

The parties recognize that patience and tolerance will be exercised in the execution of this provision. Any discrepancies will be rectified within a reasonable period of time. Reasonable period of time is defined to mean two (2) normal working days.

4. Labor/Management Committee:

The District and Local 3 agree to establish a joint labor-management committee to meet and confer on matters raised by either party. The committee will meet as needed.

5. Seniority Definition:

Department seniority shall be based on regular full time district employment in the fire department regardless of rank. If two or more people are hired on the same date, the District will determine the seniority ranking in accordance with the employee's position on

the eligibility list for the employee's job classification.

Time in grade shall be the method used to determine seniority by rank. If two or more employees in the same rank have the same promotion dates the determination will revert to the overall seniority list.

6. Personnel Rules:

The District agrees to notify the Olivehurst Fire Department, Local 3 of proposed changes to District personnel rules, and to meet and confer in good faith over the impact of such changes prior to implementation.

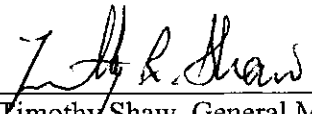
SIGNATURE CLAUSE

1. Signature Clause:

The terms and conditions of this Memorandum of Understanding are executed this 19th day of November 2009, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

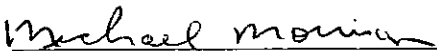
This MOU shall be effective upon ratification by the Olivehurst Public Utility District Fire Department Association and the Olivehurst Public Utility District, and shall expire on December 31, 2010.

Olivehurst Public Utility District



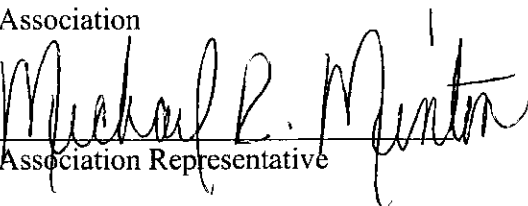
Timothy Shaw, General Manager

Olivehurst Public Utility District
Board of Directors

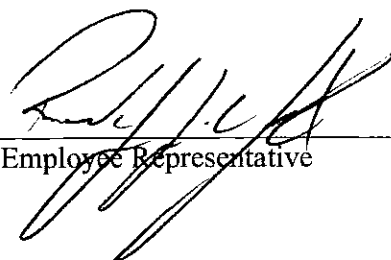


Michael Morrison, Board President

Association



Association Representative



Employee Representative

9-21-2009 PAY SCALE

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Captain	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24
Engineer	\$12.50	\$13.13	\$13.79	\$14.48	\$15.20
Fire Fighter	\$10.50	\$11.03	\$11.28	\$12.16	\$12.77