

**OLIVEHURST PUBLIC UTILITY DISTRICT**

**RESOLUTION NO. 2234**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
OLIVEHURST PUBLIC UTILITY DISTRICT  
IMPLEMENTING THE LAST, BEST, AND FINAL OFFER  
PROPOSED TO THE UTILITY UNIT OF REPRESENTATION**

**WHEREAS**, the Utility Unit constitutes a duly established unit of representation of employees within the Olivehurst Public Utility District; and,

**WHEREAS**, the most recently effective Memorandum of Understanding, governing wages, hours, and terms and conditions of employment between the District and the Utility Unit expired by its terms on June 30, 2010; and,

**WHEREAS**, the District and representatives of the Utility Unit have engaged in good faith negotiations over numerous negotiating sessions for the purposes of negotiating a successor Memorandum of Understanding; and,

**WHEREAS**, bargaining representatives of the District and the Utility Unit, following numerous meet and confer sessions, last met on October 19, 2010 at which time a proposal was made by the District and the Utility Unit was advised at that time that the District would be making no further offer; and

**WHEREAS**, the Utility Unit did not ratify nor make a counter offer to the District's offer of October 29, 2010; and

**WHEREAS**, the Board of Directors of the District at its regular meeting of November 18, 2010, authorized notification to the Utility Unit that the offer made on October 18, 2010 was the last, best and final offer of the District; and,

**WHEREAS**, said notification by the District was provided to the Utility Unit by letter dated November 29, 2010; and,

**WHEREAS**, by communication received from the Utility Unit on \_\_\_\_\_, 2010, the District was advised that there are no further points of negotiations and no further request for negotiations from the Utility Unit, but that it would not accept the District's last, best and final offer; and,

**WHEREAS**, based on the foregoing, the Board of Directors does find that an impasse exists between the Utility Unit and the District and that further negotiations would be futile; and,

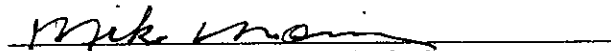
**WHEREAS**, the Board of Directors of District is authorized in accordance with Government Code section 3505.4 to implement its last, best and final offer.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Olivehurst Public Utility District that the MOU between the District and the Utility Unit, which otherwise expired by its terms on June 30, 2010, shall be continued in force and effect as governing the wages, hours, and terms and conditions of employment of the employees within the Utility Unit subject to the modifications set forth in Exhibit "A," by this reference incorporated herein.


**BE IT FURTHER RESOLVED** that in accordance with the provisions of §3505.4 of the Government Code, this implementation shall not constitute an agreement nor deprive the Utility Unit or any other recognized employee organization of the right to meet and confer each year on matters within the scope of representation as provided thereby.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF DECEMBER 2010.**

OLIVEHURST PUBLIC UTILITY DISTRICT

  
\_\_\_\_\_  
President, Board of Directors  
Olivehurst Public Utility District

ATTEST:

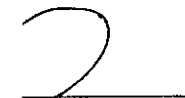
  
\_\_\_\_\_  
District Clerk & ex-officio Secretary

APPROVE AS TO FORM AND LEGAL  
SUFFICIENCY

  
\_\_\_\_\_  
Legal Counsel

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County,  
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**EXHIBIT "A"**

1. Except as modified herein, the provisions of the MOU between the District and the Utility Unit which expired on June 30, 2010, shall continue from 7/1/10 through 6/30/11. However, the provisions below shall be in effect from the first pay period following December 16, 2010, or the pay period commencing December 26, 2010.
2. Vacation and other personal leave shall be taken in blocks of no less than 2 hours, and shall require prior supervisory notification and approval.
3. Article VI. Vacation accrual for the first 2 years of employment shall be 10 days per year, then 12 days during years 3-4, 15 days during years 5-9, then 17 days during years 10-19, and 20 days from years 20 and thereafter. Vacation and other personal leave shall require supervisory notification and approval. Notification shall be given at least 48 hours in advance.
4. Article IV. Christmas Eve (commencing 2011) and New Year's Eve (commencing 2010), are eliminated as paid holidays. If March 31 (Cesar Chavez Day) or November 11 (Veteran's Day) falls on a Sunday, Monday or Tuesday, then the holiday shall be the Monday of the same week; if on Wednesday-Saturday, then the holiday shall be the Friday of the same week.
5. Article X, Section 1 & Section 2 shall be amended to read as follows:

**Section 1. Health & Welfare –**

- a. The District will pay up to one thousand two hundred and eighty-three dollars (\$1,283) per month for each employee, or employee and 1 dependent, toward the cost of health insurance. If health insurance costs are greater than this amount for family coverage (employee +2 or more dependents) then District will pay up to 89% of the cost of the insurance.
- b. Health and Welfare insurance shall be provided through a carrier or carriers to be selected by the District in its sole discretion.
- c. Employees whose health insurance premium is less than the above maximum coverage amounts shall receive no additional compensation from the savings.
- d. Employees choosing to opt out of the District's Group Health Plan must furnish evidence of equivalent coverage for themselves and all dependents from another source, and only then will receive \$400/month in compensation. Any employee opting out will be subject to the rules of the District's insurance plan should he/she seek to re-enter the Plan. For an employee opting out of medical, but wishing to retain dental and/or vision coverage, the cost of the coverage shall

be subtracted from the \$400.

e. The District does not, and will not, provide a retiree pension plan or retiree medical benefits.

Section 2. Pension --

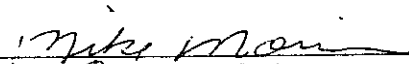
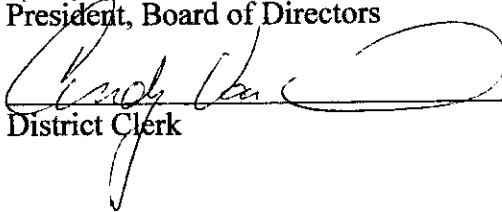
b. District shall pay into an employee 457 deferred compensation fund 12% of the employee's base hourly rate.

6. Salaries shall be increased by 1.4%. No additional salary increase or COLA shall be provided for the balance of the term hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment to the MOU as of the date of adoption of this Amendment by the Board of District.

OLIVEHURST PUBLIC UTILITY DISTRICT

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operation Engineers, AFL-CIO

  
\_\_\_\_\_  
President, Board of Directors  
  
\_\_\_\_\_  
District Clerk

\_\_\_\_\_  
Business Representative, OE3  
\_\_\_\_\_  
Negotiating Team Member