AGREEMENT

between

GENERAL TEAMSTERS LOCAL NO. 137

and

ANDERSON-COTTONWOOD IRRIGATION DISTRICT

SECTION I, RECOGNITION & JURISDICTION	2
SECTION II, UNION MEMBERSHIP	
SECTION III, UNION RIGHTS	
SECTION IV, SENIORITY	
SECTION V, JOB ASSIGNMENT	4
SECTION VI, EQUIPMENT & SAFETY	4
SECTION VII, HOLIDAYS	5
SECTION VIII, FUNERAL LEAVE	6
SECTION IX, SICK LEAVE	6
SECTION X, JURY DUTY	7
SECTION XI, WARNING NOTICE - WORK RULES	7
SECTION XII, ADJUSTMENTS OF DISPUTES	
SECTION XIII, HEALTH AND WELFARE, DENTAL, DRUG AND VISION	11
SECTION XIV, LEAVE OF ABSENCE	13
SECTION XV, VACATIONS	13
SECTION XVI, PENSION	15
SECTION XVII, WORK BREAKS	
SECTION XVIII, SUBCONTRACTING	
SECTION XIX, WAGES	
SECTION XX, HOURS AND OVERTIME	17
SECTION XXI, STATE DISABILITY INCOME	
SECTION XXII, TERM OF AGREEMENT	17

AGREEMENT

between

GENERAL TEAMSTERS LOCAL NO. 137

and

ANDERSON-COTTONWOOD IRRIGATION DISTRICT

July 1, 2022 through June 30, 2024

SECTION I, RECOGNITION & JURISDICTION

The Employer recognizes the Union as the sole collective bargaining agent for all its employees within the jurisdiction of the Union, except the General Manager. Classifications covered in the bargaining unit are Office Manager, Chief Business Officer, Maintenance Supervisor, Operations Supervisor, Equipment Operator, Water Operator, Maintenance Worker I, II and III.

SECTION II, UNION MEMBERSHIP

All employees (as defined in Section XIX hereof), as a condition of employment, shall become a member of the Union or pay fees equivalent to Union dues not later than the thirty-first (31st) day following the effective date of this Agreement or the thirty-first (31st) day following the beginning of his or her employment, whichever is later and shall remain members of the Union for the term of this Agreement. Maintaining membership in the Union shall mean to the extent authorized by Section 8(A)(3) of the Labor-Management Relations Act of 1947.

The District will furnish the Union the following information on newly hired employees within seven (7) days of hire date: a) job classification; b) hours of work; c) pay rate; d) social security number; e) address; and f) date of hire.

The Union shall indemnify and save the District harmless from any cost of liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section.

If any such provision of this Section is invalid under Federal or State law, said provision shall be modified to comply with the requirement of the law.

No employee shall be terminated under this Section unless:

A. The Union has first notified the employee by letter explaining that he/she is delinquent in not tendering either uniformly required Union dues or an amount equivalent to uniformly required Union dues, and specifying the current amount of such delinquency, and warning him/her that unless such dues or service charges are tendered within thirty (30) calendar days, he/she will be reported to the District for termination as provided in this Section; and

B. The Union has furnished the District with written proof that the procedure of Paragraph (A) above has been followed or has supplied the District with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the District to terminate the employee, the following written notice:

C.	"The Union certifies that	has	failed	to
	tender either uniformly required Union dues or service charges	s requ	uired a	s a
	condition of continuous employment under the Agreement and	that	under 1	the
	terms thereof, the District shall terminate the employee."			

The District shall deduct the required amount for the payment of Union dues, or service fees, from the pay of each employee who has submitted a signed authorization form. Dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the Union. This shall be done within thirty (30) days after the end of each month for deductions made in the preceding month.

SECTION III, UNION RIGHTS

- A. Discrimination: The District shall not discriminate against any individual upholding union principles.
- B. Union Investigation: Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating working conditions provided; however, there shall be no interruption of the District's work schedule.
- C. The District shall provide suitable space for a Union bulletin board. Postings by the Union on such board shall be confined to official business of the Union.

SECTION IV, SENIORITY

- A. There shall be one (1) seniority list for the District covered by this Agreement.
- B. An employee shall not acquire seniority during his first ninety (90) days of employment, provided that if an employee is employed more than ninety (90) days, his seniority shall commence with his date of hire.
- C. Once acquired, seniority shall be effective from the date of first employment.
- D. An introductory period of ninety (90) days of employment shall be established for new employees. During such introductory period, an employee may be discharged for any reason which, in the opinion of the Employer, is just and sufficient.

- E. An employee shall not have recourse through the grievance procedure in the event of his termination during said introductory period.
- F. In the case of a reduction of forces, if the employees who will remain are qualified and capable of handling the work required, the last employee hired shall be the first laid off and, in rehiring, the last employee laid off shall be the first employee rehired, providing qualifications being equal until the list of former employees is exhausted.
- G. Seniority shall be terminated by: (a) discharge for cause; (b) resignation; (c) twelve (12) consecutive months of unemployment; (d) once laid off, employees will lose seniority if they fail to report to work within seventy-two (72) hours of the time of dispatch of a certified letter to the last known mailing address with a copy to the Local Union. It is the responsibility of the employee to keep the District informed of the employee's current mailing address and phone number.

SECTION V, JOB ASSIGNMENT

The District shall make the determination as to whom will be hired or assigned to any new or vacant position. New and vacant positions will be first offered to existing employees who may apply, and the District will consider in good faith their skills, experience, and other qualifications for the position. If the District determines that an existing employee is well qualified for the position, that employee will be selected. If more than one existing employee is well qualified to fill the position, the employee having the greater seniority will be selected. The decision by the employer will not be arbitrary or capricious.

SECTION VI, EQUIPMENT & SAFETY

- A. Employees shall not be required to operate unsafe or mechanically unsound equipment and/or vehicles. An employee shall report unsafe equipment, vehicles or employee practices to his supervisor for proper disposition or repair.
- B. In the event an Employee has duly reported the occurrence of an unsafe vehicle or piece of equipment to his supervisor and, in the event that the District fails to cause the vehicle or piece of equipment to be repaired or made safe within a reasonable period of time, an Employee who refuses to drive the vehicle or operate the equipment while in an unsafe condition, shall not be subject to disciplinary actions arising from his refusal.
- C. The District and the Union affirm their mutual interest in working toward the elimination of on-the-job injuries. The District will abide by applicable state and federal regulations concerning safety requirements.

- D. The parties agree to form a Safety Committee with members from both parties on this committee. All disputes regarding safety will be submitted to the Safety Committee.
- E. Each employee shall receive an annual work-related footwear reimbursement of up to one-hundred fifty dollars (\$150.00). The employee will be required to present a receipt for reimbursement. Style and type of footwear to be approved by District.

SECTION VII, HOLIDAYS

- A. Paid holidays for the District will be: New Year's Day, Presidents' Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day and one (1) floating holiday to be scheduled fourteen (14) days in advance. Such selection will be based on seniority, and only one office or maintenance employee will be allowed off on the same day between June 1 and December 31 of each year.
- B. All employees who qualify for pay on these holidays shall receive eight (8) hours of pay at the straight time rate, even though no work shall be required of them, provided that in order to qualify for such paid holidays, the employee must report for work on both the last regular District work day preceding the holiday and the first regular District work day following the holiday, providing; however, that if an absence on the regular District work day before or after said holiday is due to the express permission of the District or to a bona fide illness of the employee, the employee shall be paid. Unless the employee so reports, the employee shall receive no pay for such holidays.
- C. If a holiday falls within a vacation period, the employee will receive an extra day off with pay.
- D. If any of the above holidays fall on a Sunday, it shall be observed on the following Monday. If any such holidays fall on a Saturday, it shall, at the option of the District on each occasion, be celebrated on such Saturday or on the Friday immediately preceding. If Friday is selected, all the provisions of this Section (D) shall apply to such Friday; and if Saturday is selected, all the provisions of this Section (D) shall apply to such Saturday, including eight (8) hours straight time pay to employees not required to work on such Saturdays and who qualify for holiday pay in accordance with this Section (D).
- E. Any work performed on the above holidays shall be paid for at the rate of time and one-half $(1\frac{1}{2})$, provided that an employee who is entitled to pay for such holiday if not worked, shall receive such holiday pay in addition to the time and one-half $(1\frac{1}{2})$ he is paid for working.

F. Employees will not qualify for Holiday Pay during their probationary period.

SECTION VIII, FUNERAL LEAVE

A. All employees are entitled up to five (5) work days of bereavement leave for an immediate family member as defined in this Section. Regular full-time employees, with one or more years seniority with the District, shall be entitled to bereavement leave without loss of pay up to a maximum of twenty-four (24) working hours for each death in the immediate family. Any remaining bereavement leave time up to the maximum total of five (5) work days per immediate family death will be unpaid unless an employee at their own option chooses to use any available accrued paid leave (e.g., sick leave, vacation). Employees with less than one-year seniority with the District are entitled to bereavement leave without pay.

Bereavement leave need not be taken in consecutive days, but must be used up within three months of the date of death of the immediate family member.

B. For the purpose of this provision, the immediate family means father, mother, brother, sister, spouse, domestic partner, child, stepchild, mother-in-law, father-in-law, grandparents, grandchildren, great grandparents and spouse's grandparents and great grandparents. At the request of the District, the employee shall furnish a death certificate and proof of relationship.

SECTION IX, SICK LEAVE

- A. The District agrees to change contract language to match State Law.
- B. Employees can accumulate sick leave of eight (8) hours per month.
- C. Effective with the individual employee's anniversary date, unused sick leave may be accumulated to a maximum of thirty-seven (37) days.
- D. Employees who have accrued in excess of twenty-five (25) days of sick leave on December 1st of each year are entitled to sell any sick leave time in excess of twenty-five (25) days to the District at fifty percent (50%) of its value based on wage rates in effect on December 1st of that year.
- E. Accrued sick leave may be utilized for personal illnesses, health care, appointments for the employee. When utilizing accrued sick leave, any

- absence shall constitute a debit against such leave, with actual time absent constituting the amount of the debit, rounded up to the half hour.
- F. Maintenance/ Water Operator are to earn their full complement of Sick Leave when performing Water Operator duties.

SECTION X, JURY DUTY

- A. An employee who is called and appears to serve for jury duty shall receive the normal rate of pay the employee would have received if the employee had been working, minus whatever payment the employee received from the governmental agencies (A maximum of five working days per year).
- B. In the event an employee is released from jury duty at any time prior to 12:00 noon, he shall report to work and notify the employer of the time of his release and shall be allowed a reasonable time to eat lunch and return to the establishment; provided however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the establishment and lunch period.

SECTION XI, WARNING NOTICE - WORK RULES

A. The District shall not discharge nor suspend any regular employee without just cause. Before an employee can be discharged or suspended, they must have received from the District at least one verbal and one written warning for separate, but related, complaints against their performance. A copy of any written notices must also be given to the affected employee and Union. No warning notice need be given to an employee before suspensions and/or discharge for the following:

WORK RULES

In any company where people work together there are certain rules of conduct that must be in effect to operate in an orderly and efficient manner.

The purpose of our Work Rules is not to restrict the rights of anyone, but to protect and define the rights of all employees. We are sure that observance of these rules will lead to a better understanding and relationship among all employees.

It is important that everyone treats others with consideration and respect. We want this to be a good place to work; therefore, so that there may be no misunderstanding about satisfactory conduct, we have adopted the following rules and disciplinary actions for violations of the "Work Rules."

GROUP 'A'

Offenses, which will result in immediate discharge include, but are not limited to violations of Group "A".

- 1. Proven theft.
- 2. Proven dishonesty.
- Refusal to obey reasonable order(s) of supervisor(s).
- 4. Fighting on company property.
- 5. Misconduct resulting in injury to other company personnel and visitors.
- 6. If the General Manager has reasonable suspicion that an employee is intoxicated, drinking, in possession of, using or selling alcoholic beverages or non-prescription drugs on company premises, during company time, or in a leased or owned company vehicle, the General Manager may require the employee to submit to a drug and alcohol test.
- 7. Knowingly punching or altering timecard of another employee or knowingly allowing anyone to punch or alter your time card.
- 8. Giving out confidential information, including but not limited to medical information or records, personal employee record or information, personnel records information, business or financial records, information, or correspondence, to any unauthorized person.
- 9. Falsification of personnel or other records, falsification of testimony or any violation of the oath as a witness or party in any action, proceeding or hearing brought against the company, either directly or indirectly.
- 10. Possession of firearms without permission of the District on company premises or on or in company owned or leased vehicles.
- 11. Allowing anyone other than authorized persons to be in or on any company owned or leased vehicle.
- 12. Engaging in deliberate sabotage or actions of malicious mischief.
- 13. Smoking in a dangerous posted "no smoking" area.
- 14. Involvement in two (2) "at fault" accidents where the employee is operating company owned or leased equipment and damages either the company's

property or another's property or results in the injury to another person or involvement in any "at fault" accident where the damages to any person or property exceed \$4,000.00. Determination of "at fault" for the purpose of this provision shall be, but not limited to the following:

- A. Issuance of a citation as a result of an accident by a properly constituted law enforcement agency.
- B. Judgment of fault by a court of competent jurisdiction.
- C. Backing accident when working with a helper/swamper without helper/swamper being positioned behind the vehicle to give the operator audible and visual signals.
- D. Rear-ending another vehicle.
- E. Operating a vehicle without a license.
- F. Not being able to continue to be employed in the capacity of vehicle operator because of the employee being refused coverage by the company's insurance carrier or where a surcharge is imposed on the employee in order to continue insurance coverage of that specific employee.
- 15. Willful or gross mistreatment of customers, clients, vendors or coworkers, this includes rude and disrespectful behavior or threats of violence.
- 16. Any violation following issuance of two (2) written warnings.

GROUP 'B'

Offenses for which a written warning will be issued include, but are not limited to, those violations of this Group 'B". Any violation following issuance of two (2) written warnings will result in a three (3) day suspension, and the third (3rd) written warning will result in termination, pending Board approval.

 Failure to punch own timecard. Failure to punch out at the start of the meal period and in at the end of the meal period. Punching in earlier than five (5) minutes before starting time or later than five (5) minutes after the end of your shift. Correction of errors made on the timecard must be initialed by your supervisor.

- 2. Failure to begin work promptly at start of shift, end or meal period and end of coffee breaks.
- 3. Failure to work until the time designated as quitting time.
- 4. Absence from regular workstation during working time without authorization of supervisor.
- 5. Causing or creating any unsafe condition, which could cause injury to anyone.
- 6. Disregard of safety rules or common safety practices.
- 7. Engaging in any personal work on company premises without prior management authorization.
- 8. Using company telephones other than on company business unless permission is granted by supervisor or receiving personal calls except in the case of an emergency.
- 9. Using any company equipment or company supplies without written authorization of management for other than company business.
- 10. Failure to notify the company of reason for absence from work two (2) hours prior to assigned starting time.
- 11. Failure to keep the office informed of your current address and telephone number.

Employees to whom written warnings are issued sign the written warning to attest only to the fact that they have received a copy of the written warning. Written or verbal warnings, to be considered valid, must be issued within three (3) days after the occurrence of the violation, or from the first date the violation is discovered by the company.

SECTION XII, ADJUSTMENTS OF DISPUTES

- A. A dispute or grievance must be postmarked by the post office or in the hands of the District no later than fifteen (15) working days from the time the employee or Union had knowledge of the same, or the right of grievance is waived. The following steps are to be followed to settle such disputes or grievance:
 - 1. Employee to see Shop Steward.
 - 2. Shop Steward to see District.

- 3. Shop Steward/Grievant to see the Union Representative.
- 4. The Union Representative to see the District.
- B. In the event the dispute or grievance cannot be settled by the above steps, such dispute or grievance shall be settled by arbitration in the following manner:

Disputes or grievances shall be filed in writing and submitted to a grievance committee consisting of two (2) representatives of the District and two (2) representatives of the Union. The grievance committee shall meet within ten (10) days from the filing of the written complaint. In the event the committee cannot agree, within ten (10) days following their original meeting, or within such additional time as they shall mutually agree, the dispute or grievance shall be referred to a neutral arbitrator, mutually agreed upon, whose decision shall be final and binding. The costs of the arbitration shall be borne equally by both parties hereto. There shall be no interruption of work during the settlement of this controversy.

C. Nothing contained in this Section shall prohibit the District and the Union from mutually agreeing to enlist the services of the California State Mediation and Conciliation Service, or any other mediation service, to mediate disputes. If this is elected, it is agreed that the outcome of the mediation will be considered final and the issue may not be subject to further action or arbitration by the Union or the District.

SECTION XIII, HEALTH AND WELFARE, DENTAL, DRUG AND VISION

A. The District agrees to a monthly CAP on contributions as per the table below, per eligible employee. The District agrees to pay into the Northern California General Teamsters Security Trust Fund, Plan E, H.S.A. or Select 500 Plan for its employees. The current monthly rate as set by the Trustees for Plan E, H.S.A. and Select 500 Plan which have tiered rate structures, for which the District agrees to pay up to the CAP. These payments shall secure medical, drug, dental, vision and orthodontia for the employee and his/her dependents, and shall be subject to the provisions of the existing Trust Agreement.

Plan	1/1/2023 & 1/1/2024		
Employee Only	\$749.59		
Emp + Spouse	\$1,269.57		
Emp + Child(ren)	\$1,207.67		
Family	\$1,681.51		

- B. Eligible employees, with respect to whom such monthly payments are required to be made, means: All employees covered by this Agreement who are on the payroll of the District in the month for which payment is made, with no minimum restrictions on hours the first month after 90 calendar days of employment.
- C. In the event it is be determined by the Trustees of the aforementioned Plan, that, in order to maintain the current level of benefits, an increase in premiums is necessary, the District will pay the increase up to the CAP for the term of this Agreement as indicated in Section A above. Employees will be responsible for any amount over the CAP by payroll deduction.
- D. The District agrees to implement an IRS 125 Plan for all Teamster employees. However, this plan will be at no cost to the District.
- E. Plan E H.S.A. and Select 500 have an annual open enrollment period allowing employees to "opt in" and "opt out" or change tier levels. These changes may be made at any time with a "qualifying event".
- F. Payroll deductions will be based on annual costs with monthly deductions for each employee calculated based on the number of payroll checks to be received by the employee.
- G. As employees who are Medicare eligible are no longer eligible for a Health Savings Account (per IRS guidelines), Medicare eligible employees will only have Select 500 as an option for insurance coverage or to opt out of coverage..
- H. Employees who are newly hired, once eligible for benefits, the District shall make appropriate deposits to their H.S.A. account on a monthly basis equivalent to the months of eligibility for that year.
- I. The District will report H.S.A. contributions on year end W-2 statements issued to employees as required by IRS regulations and will evaluate classifications and reporting of future employee deductions for costs in excess of the District cap contribution as premiums or H.S.A. contributions as prescribed by IRS regulations.
- J. Employees must notify the District of their intent to participate in additional voluntary contributions to their H.S.A. account via payroll deductions at least 30 days prior to the commencement of such deductions utilizing the prescribed enrollment form.

K. This agreement may by modified at any time by mutual agreement between the Union and the District.

SECTION XIV, LEAVE OF ABSENCE

Upon written request of the employee, the District may grant an employee a leave of absence without pay not to exceed one (1) year. Approval of such leave will be in writing and signed by the District. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave without pay, moreover, the employee's anniversary date will be adjusted by the length of the leave granted. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or another equivalent position.

SECTION XV, VACATIONS

- A. Every employee who, on the most recent anniversary date of his employment, shall have been in the service of his employer for a period of one (1) year or more and shall have worked a minimum of 1500 straight time hours within the twelve (12) month period immediately preceding such anniversary date, shall be entitled to a vacation as follows:
 - 1. One (1) week of vacation with pay if he shall have been in the service of the District for a period of one (1) year or more, but less than two (2) years, prior to such anniversary date.
 - 2. Two (2) weeks of vacation with pay if he shall be in the service of the District for a period of two (2) years or more, but less than five (5) years prior to such anniversary date.
 - 3. Three (3) weeks of vacation with pay if he shall be in the service of the District for a period of five (5) years or more, but less than fifteen years prior to such anniversary date provided; however, that the District may require that no more than two (2) weeks of such three (3) weeks vacation be taken at any one time.
 - 4. Four (4) weeks of vacation with pay if he shall be in the service of the District for a period of fifteen (15) years or more prior to such anniversary date provided; however, that the District may require than no more than two (2) weeks of such four (4) weeks vacation be taken at any one time.
- B. In case of an industrial accident for which the employee is receiving workers' compensation benefits, up to 300 hours of absence from regularly scheduled employment may be counted toward qualifying for such minimum working time of 1500 straight time hours.

- C. For the purpose of this Section, years of service shall mean years of unbroken seniority with the District which shall in no event be calculated form a date prior to the time the employee actually commenced working for the District.
- D. In computing straight time hours as the term is used in this Section, all hours worked by the employee for the District, shall be counted, but each premium or overtime hour worked shall count only as one straight time hour. Paid holidays shall be counted toward satisfying the foregoing 1500 straight time hour eligibility requirement.
- E. An employee who on his most recent anniversary date has qualified for vacation by working the requisite minimum of straight time hours during the preceding twelve (12) months, but whose employment is terminated prior to taking such vacations, shall be entitled to pay in lieu thereof. An employee who fails to work the requisite minimum number of hours during the twelve (12) months preceding his most recent anniversary date or who is not in the employ of the District on his anniversary date, shall not qualify for a vacation or for pay in lieu thereof provided; however, that for those employees who have been in service of the District for more than one (1) year and who fail to qualify for a full vacation, vacation benefits shall be pro-rated.
- F. Employees who have earned vacation benefits during any vacation year may take vacation benefits prior to his anniversary date provided; however, this does not interfere with the regular vacation schedule or the operation of this District.
- G. Employees qualifying for pro-rate vacation whose seniority and employment is terminated for any reason shall receive in cash the pro-rata vacation for which they are eligible at the time of termination.
- H. Post vacation schedule for thirty (30)-days (December 1 through December 31). Two (2) weeks of first choice by seniority and the remainder of the second choice. All employees to complete the first choice before the second choice is taken by seniority. Employees with fifteen (15) or more years of service can, by seniority, take three (3) weeks of vacation by first choice. The District must approve vacation time taken.
- I. For the purpose of calculating ditch tender vacation, a minimum of 1,000 hours within twelve (12) months shall be used.
- J. If an employee's scheduled vacation is denied by the District prior to the employee's Anniversary date, the employee will be allowed to take this denied vacation time at a later date. There will be no cash-out of any vacation accrued unless approved by management; however, accrued vacation will be cashed out upon termination of employment.

SECTION XVI, PENSION

A. The District shall pay the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, the following amounts for each hour worked to a maximum of 173.33 hours per month or 2080 hours per year:

1/1/2023	
\$1.91	

- B. Time paid for but not worked, such as holidays, vacation time and sick leave, shall be considered as time worked for the purpose of this paragraph. Overtime hours shall be considered as straight time hours worked for the purposes of this Section.
- C. Salaried employees shall be considered as working five eight (8) hour workdays per calendar week for purposes of this Section.
- D. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month. The District agrees to accurately report and record such amounts paid on account of the employees. Failure to make payments herein provided within the time specified shall be a breach of this Agreement.
- E. The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to retiring employees as indicated above, this Section of this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

SECTION XVII, WORK BREAKS

Employees will be allowed two (2) breaks fifteen (15) minutes during each eight (8) hour workday. The first break is to be about midway of the first half and the second about midway of the second half of the workday. Such breaks may be accomplished by a scheduled break or a relief of station by station. Employees shall also be allowed an unpaid lunch break of either one-half (1/2) hour or one (1) hour, by mutual agreement.

SECTION XVIII, SUBCONTRACTING

No employee will be placed on lay-off due to subcontracting for work previously performed by that employee.

SECTION XIX, WAGES

- A. Employees who work on the main flashboard dam (Sacramento River) during installation and removal of the dam structure will receive an 18.75% pay differential for hours worked only on the dam. Travel time will not be included in the differential pay; however, an employee's break time will be included in the 18.75% differential pay formula.
- B. After the dam is constructed each Spring and before it is disassembled in the Fall, minor maintenance and repair on the dam will be included in the 18.75% dam differential pay. Employees who work on additions to or removal of an entire set of boards or work done because of the water level changes for temperature control will be paid the 18.75% dam differential pay for hours worked only on the dam. Travel time will not be included in the differential pay; however, an employee's break time will be included in the 18.75% differential pay formula.
- C. Wage rates are as follows:

<u>Wages</u>	7/1/2023	8/1/2023
Office Manager	\$24.23	\$24.23
Maintenance Supervisor	\$27.09	\$30.55
Operations Supervisor	\$26.43	\$29.10
Equipment Operator	\$25.17	\$27.68
Water Operator		\$25.17
Maintenance Worker III	\$22.88	\$22.88
Maintenance Worker II	\$21.79	\$21.79
Maintenance Worker I	\$20.75	\$20.75

Auto Expense: Auto expenses shall be paid in advance up to the conclusion of irrigation season. On the July 2, 2018 paycheck, a one-time additional auto expense reimbursement shall be paid to employees in qualifying job classifications.

D. Water Operators are under the direct supervision of the Operations Supervisor.

- E. Water Operators are seasonal employees. Water Operators will work on an as-needed basis. Water Operators receive holiday pay for holidays that fall while they are on active duty.
- F. There is a one (1) year probationary period for water operators.

SECTION XX, HOURS AND OVERTIME

Employees in qualifying job classifications shall be paid a minimum of two (2) hours of overtime pay or the overtime pay for the hours actually worked, whichever is greater, when called to report to work to perform job duties

SECTION XXI, STATE DISABILITY INSURANCE

Employees agree to pay the appropriate payroll deduction for the purpose of enrolling in State Disability Insurance.

SECTION XXII, TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2022 and shall continue in full force and effect through June 30, 2024.

FOR THE DISTRICT:

Anderson-Cottonwood Irrigation District 2810 Silver Street Anderson, CA 96007

Justin Dahl

FOR THE UNION:

General Teamsters Local No. 137 3540 S. Market Street Redding, CA 96001-3888

Heather McFall

Date: 8-4-23

Date: 8-4-2023