

**OLIVEHURST PUBLIC UTILITY DISTRICT**

**RESOLUTION NO. 2105**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
OLIVEHURST PUBLIC UTILITY DISTRICT  
DECLARING IMPASSE, AND AUTHORIZING CHANGE IN  
WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS  
OF EMPLOYMENT FOR THE PERIOD  
1-01-06 TO 6-30-06**

WHEREAS, Olivehurst Public Utility District (OPUD) has, commencing April 4, 2005, engaged in regular and frequent meet and confer sessions with the employee representative for the general employees of the District, Operating Engineers, Local No. 3 (Local 3), to negotiate wages, hours and terms and conditions of employment to replace an MOU that expired on June 30, 2005; and

WHEREAS, OPUD has engaged in seven (7) meet and confer sessions through its Labor Committee, including the General Manager; and

WHEREAS, the District did, on November 22, 2005, reiterate the offer which is described on Exhibit "A," attached hereto and by this reference incorporated; and

WHEREAS, on December 1, 2005, Local 3 did present its offer, which is generally described in Exhibit "A," which represented no change from its previous position; and

WHEREAS, on November 8, 2005, Local 3 stated that it was authorized to declare that an impasse exists and it requested the Board to agree to the impasse and agree to the initiation of voluntary mediation; and

WHEREAS, in accordance with Government Code Section 3502.2, mediation is discretionary; and

WHEREAS, employees within the classifications of Accountants II and III have advised that they wish to exercise their right to represent themselves and they have notified District that they accept the District's offer on an individual basis and that they are not at impasse; and

WHEREAS, Local 3 continues to negotiate on behalf of employees in the classifications of Maintenance I and II, Firemen I and II, Fire Department Secretary II, Lab Tech (currently vacant), Utility Worker/Well Operator and Wastewater Treatment Plant Operator and, as to those classifications, an impasse exists; and

WHEREAS, the Board believes that there are no substantial misunderstandings of fact which could be resolved or clarified through mediation; and

WHEREAS, the Board does find that the last, best and final offer of Local 3, constitutes a total increase in District payroll expense of 26.8% above current base salary and benefits; and

WHEREAS, the last, best and final offer of the District constitutes a 9.1% increase above current base salary and benefits of the District; and

WHEREAS, the Board believes that because of the vast difference between the proposal of Local 3 and that of the District, and the fact that Local 3 has not changed its position, that the proposal of Local 3 is unreasonable and unjustified under current inflationary conditions and that mediation would serve no useful purpose; and

WHEREAS, the Board of Directors believes that it is in the best interests of the District and its employees that the Board authorize its latest offer for those employees who have accepted it and that it find that an impasse exists as to the remaining employees represented by Local 3 and that the District should implement the Board's last offer of November 22, 2005, in order to provide increases in wages and benefits to its employees and to the implementation of the medical insurance premium increases.

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that the position of Local 3 does not demonstrate any willingness to reasonably negotiate in order to reach agreement and that mediation would serve no useful purpose except to further delay implementation of reasonable and justifiable increases in wages and benefits for its employees, who would be financially bound by the District's proposal were not implemented.

BE IT FURTHER RESOLVED that the Board finds that increases in wages and benefits described on Exhibit "A," attached hereto, for the positions of Accountant II and III have been agreed to by employees in those positions who choose to represent themselves under the provisions of Labor Code § 3502.

BE IT FURTHER RESOLVED that the Board does find that an impasse exists with the employees in the positions of Maintenance I and II, and Firemen I and II, Lab Tech (currently vacant), Utility Worker/Well Operator and Wastewater Treatment Plant Operator.

BE IT FURTHER RESOLVED that the Board shall, effective January 1, 2006, implement the District's latest offer depicted on Exhibit "A" attached hereto, for all remaining employees in the General Unit.

PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF DECEMBER 2005.

OLIVEHURST PUBLIC UTILITY DISTRICT

\_\_\_\_\_  
President, Board of Directors

ATTEST:

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

APPROVE AS TO FORM AND LEGAL  
SUFFICIENCY

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

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted and passed by the Board of Directors of the Olivehurst Public Utility District, Yuba County, California, at a meeting thereof held on the 15<sup>th</sup> day of December 2005, by the following vote:

AYES, AND IN FAVOR THEREOF:	Directors Morrison, Patty, Hollis, Carpenter, and Miller.
NOES	: None.
ABSTAIN	: None.
ABSENT	: None.

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Deputy District Clerk and ex-officio Secretary

## EXHIBIT A

Position	(1) Current Wage/Medical	Unions offer 11/8/05	Union's Offer for Medical	(2) OPUD Offer 10/6/05	OPUD Offer for Medical
Park Maintenance I	\$11.84/\$898		\$1222	\$12.20	\$1000
Maintenance I	\$13.65/\$898	\$15.45	\$1222	\$14.33	\$1000
Maintenance II	\$16.42/\$898	\$18.77	\$1222	\$17.41	\$1000
Acct II	\$13.65/\$898	\$15.03	\$1222	\$14.20	\$1000
Acct III	\$16.42/\$898	\$17.75	\$1222	\$16.58	\$1000
Lab Tech	\$16.42/\$898	\$19.95	\$1222	\$17.41	\$1000
Fireman I	\$13.00/\$898	\$15.53	\$1222	\$13.78	\$1000
Fireman II	\$15.64/\$898	\$19.04	\$1222	\$16.89	\$1000
Fire Dept. Sec	\$16.42/\$898	\$17.92	\$1222	\$17.24	\$1000

1. Excludes all applicable incentives (see table).
2. Includes all applicable incentives (see table).

The District agrees with the concept to encourage taking vacation.

- Take a week; sell a week. Cap of 280 hours subject to statutory requirements

The District will confirm the Bargaining Units assertion that 5% step differential was always intended. Upon confirmation, the District will make the required corrections.