

OLIVEHURST PUBLIC UTILITY DISTRICT

RESOLUTION NO. 2233

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

WHEREAS, the Business Office 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 Business Office expired by its terms on June 30, 2010; and,

WHEREAS, the District and representatives of the Business 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 Business Unit, on or about October 18, 2010, reached tentative agreement on a successor MOU between the District and the Business Unit; and,

WHEREAS, following tentative agreement between the bargaining representatives for District and the Business Unit, a proposed form of amendment to the existing Memorandum of Understanding ("Amendment") reflecting said tentative agreement was jointly drafted by the bargaining representatives of the District and the Business Unit; and,

WHEREAS, at its regular meeting of October 21, 2010, the Board of Directors of Olivehurst Public Utility District approved the Amendment and authorized execution of the Amendment by its bargaining representative; and,

WHEREAS, thereafter, without prior notice to District, the Business Unit Membership, by a vote of two to two, refused to ratify and approve said Amendment; and,

WHEREAS, in a letter dated November 24, 2010, to the representative of the Business Unit the bargaining representative of OPUD advised the Business Unit that the Amendment represents the last, best and final offer of the District, and that the Business Units' failure to respond to the Amendment; its failure to notify OPUD of any dissent or disagreement of the terms thereof; its failure to approve the MOU; and, its representation that further negotiations would not be productive and that the Business Unit continues to be split on the draft MOU

constitutes a declaration of impasse; and

WHEREAS, on December 1, 2010, the representative of the Business Unit advised the District that the vote remained two to two and no one “. . . is willing to budge;” and,

WHEREAS, the Board of Directors of Olivehurst Public Utility District is authorized, in accordance with Government Code section 3505.4 to implement its last, best, and final offer in the event of an impasse; and,

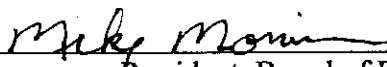
WHEREAS, the Board of Directors of Olivehurst Public Utility District finds that the agreement negotiated by its business representative and the business representative of the Business Unit and tentatively agreed to thereon, represents the last, best, and final offer of the District, that further negotiations would be futile, and that it should be implemented in accordance with its terms.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Olivehurst Public Utility District that the MOU between the District and the Business 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 Business 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 Business 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.

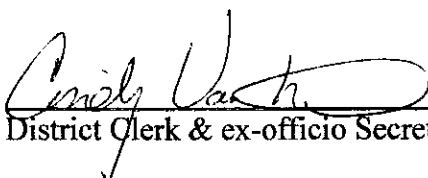
PASSED AND ADOPTED THIS 16th DAY OF DECEMBER 2010.

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

* * * * *

I hereby certify that the foregoing is a full, true, and correct copy of an Ordinance 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 16th day of December 2010, by the following vote:

AYES, AND IN FAVOR THEREOF:	Director Carpenter, Bradford, Morrison, and Dougherty.
NOES	: Director Phinney.
ABSTAIN	: None.
ABSENT	: None.

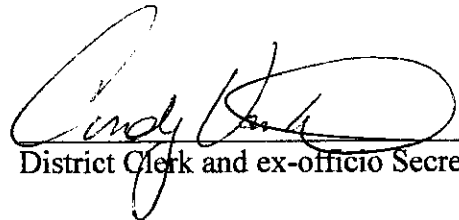

District Clerk and ex-officio Secretary

EXHIBIT "A"

1. Except as modified herein, the provisions of the MOU between the District and the Business 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. In lieu thereof, the unit shall receive 2 floating 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 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.

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.

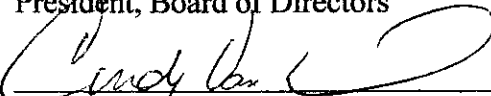
OLIVEHURST PUBLIC UTILITY DISTRICT

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



President, Board of Directors

Business Representative, OE3



District Clerk

Negotiating Team Member