

Tentative Agreement
on
Extension of Memorandum of Understanding
between
the East Bay Municipal Utility District
and
American Federation of State, County & Municipal Employees, Local 2019
From April 25, 2011 through April 21, 2013

The East Bay Municipal Utility District (the "District") and American Federation of State, County & Municipal Employees, Local 2019 (the "Union") have met and hereby agree to extend and modify the current Memorandum of Understanding ("MOU") between the District and the Union that is in effect from April 30, 2007 through April 24, 2011, as follows:

Term: The term of the MOU shall be extended for two (2) years, from April 25, 2011 through April 21, 2013. If at least ninety (90) days prior to that date either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained in the MOU, or termination of all such provisions, it shall be automatically renewed for successive periods of one (1) year.

Salary Schedule: It is understood and agreed between the District and the Union that there shall be no General Salary Increases during the period of April 25, 2011 through April 21, 2013. The monthly salary rates contained in the Salary Schedule effective April 26, 2010 for classifications represented by the Union and covered by the MOU shall not increase during the term of the extension, from April 25, 2011 through April 21, 2013.

Upon expiration of this Agreement on April 21, 2013, the parties agree to revert to the language of their 2007 through 2011 MOU pertaining to Salary Schedules as stated in 6.1.1, 6.1.2, 6.1.3 and 6.1.4 for purposes of negotiating a successor MOU.

Lump Sum Payment: Employees represented by the Union and covered by the MOU and who are actively employed as of the pay period immediately preceding July 20, 2012 shall receive a one-time lump-sum payment of \$500, less applicable fees and taxes, included on the employees' regular paychecks issued on July 20, 2012. It is expressly understood that the lump-sum payment shall not increase the monthly salary rates of District employees covered by the MOU for purposes of calculating overtime or any premium pay, nor shall it be included in the employees' terminal compensation for retirement benefit purposes.

Other Provisions: Except as modified in this Tentative Agreement, all other existing MOU provisions shall remain unchanged for the term of the extension. Further, sideletters/agreements in effect when this agreement is adopted by the Board of Directors shall remain unchanged for the term of the extension, except as expressly provided for in those sideletters/agreements.

The District and Union further agree:

Limited Reciprocity Agreement: If the District enters into an agreement with AFSCME, Local 444, and/or IUOE, Local 39, and/or IFPTE, Local 21, to extend and/or modify their current Memorandum of Understanding in effect from April 30, 2007 to April 24, 2011 and such agreement includes improvements to compensation and/or benefits, such improvements will be provided to AFSCME, Local 2019. An exception to this reciprocity agreement applies for amendments to provisions that are unique to a particular MOU and are intended to maintain the status quo.

Ratification and Adoption: This is a Tentative Agreement between the parties subject to ratification by the Union membership and adoption by the Board of Directors.


FOR THE UNION



DATE

1/4/11

FOR THE DISTRICT



DATE

1-4-11
