

Manteca, California
January 7, 2003

The Board of Directors of the South San Joaquin Irrigation District met in Special Session in their chambers at the hour of 9:30 a.m.

Upon roll call the following members were noted present:

DIRECTORS: DEGROOT SCHULZ KAMPER ROOS HAWORTH

Also present were Secretary/Manager Stroud and District Counsel Emrick for item 1. Paul Elias, Chris Kiriakou, Jack Stermer, Doug Oglesby, Sam Barrakat and Terry Thompson entered the meeting to discuss item 2.

President Kamper asked for public comment. There being none he called for closed session relative to litigation matters, personnel matters, and labor update as follows:

District Counsel Emrick announced the Board will discuss items 1 and 2 in closed session.

1. Conference with labor negotiator. Agency designated representative: Stevan M. Stroud. Employee organization: General Unit. Gov. Code, S. 54957.6.
2. Conference with legal counsel. Anticipated litigation, initiation of litigation. Gov. Code, S. 54956.9. One case.

Upon returning from closed session District Counsel Emrick announced that on a motion by DeGroot, seconded by Haworth, and approved on a 3/2 vote with Directors Roos and Haworth opposed, the Board agreed to make three changes to its last offer as requested by the IBEW negotiating unit. The key terms of the new 5 year agreement are summarized in the attached table. The Board's approval is subject to review and approval of the final written agreement. The Clarifications are as follows:

- 1) The provision in the existing MOU for the District to pay a percentage of the employee's cost for continuing coverage under the District's health plan on the basis of 1 month of health insurance for each day of accrued sick leave, up to 120 days for 10 years, will be modified to cover the employee's spouse, but for half the time. For example, if an employee retire with 120 days sick leave, the District will pay its share of the premium for 60 months of health coverage on the terms for the employee and spouse.
- 2) Disciplinary citations for an employee's minor misconduct will be removed from an employee's file after 5 years if requested by the employee and the general manager determines that the misconduct was minor. The definition of minor misconduct is subject to final Board approval in the final MOU and will exclude actions causing injury to any District employee, damage to District equipment or resulting in District liability to third parties, harassment activity, or actions of continuing nature.

- 3) The District will continue to collect union dues from IBEW members provided that if the IBEW members vote an agency shop, no employee who is currently not a member of the IBEW will be required to join the IBEW.

There being no further business to come before the Board it was moved by DeGroot, seconded by Haworth, and unanimously carried to adjourn to January 14, 2003 at 9:00 a.m.

ATTEST:

John Stein, Assistant Secretary

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