

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CALIFORNIA 95683



SPECIAL MEETING

December 20, 2023 Following Open Session at 5:00 p.m.

NOTICE IS HEREBY GIVEN that the Board of Directors of the Rancho Murieta Community Services District will hold a Special Meeting on December 20, 2023 immediately following Open Session, which is scheduled to begin at 5:00 p.m., at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta, California.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

- 1. CALL TO ORDER, ROLL CALL** - Determination of Quorum – Vice President Pohll **(Roll Call)**
- 2. ADOPT AGENDA** **(Motion)**
- 3. *Action Item* CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 3, AFL-CIO AND RANCHO MURIETA COMMUNITY SERVICES DISTRICT** *(Discussion/Action)* **(Motion)** **(Roll Call Vote)**
- 4. COMMENTS FROM THE PUBLIC**
*For this Special Meeting, members of the public may **ONLY** comment on items specifically agendized. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*

If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, please complete a public comment card and submit to the Board Secretary prior to Public Comments. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.
- 5. DIRECTOR COMMENTS/SUGGESTIONS**
- 6. ADJOURNMENT** **(Motion)**

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District Office at 916-354-3700 or email awilder@rmcsd.com. Requests must be made as soon as possible and at least two (2) full business days before the start of the meeting.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is December 19, 2023. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

Tentative Agreement on MOU

12/19/2023

Page 1 of 2

Proposal Points	Tentative Agreement 12/14/23	
1. TERM	1/1/24 to 12/31/26	OK
2. WAGES - Article VIII (A):		
1/1/2024	5%	OK
1/1/2025	3%	
1/1/2026	2.5%	
3a. BENEFITS: Health, Supplemental Ins. etc. Article VIII (D) (1); Currently EER covers 80% of Lowest Health Care Provider, which has historically been Kaiser Health	80% EER Paid (health and dental), but Kaiser Health remains as the baseline provider despite no longer being the lowest health care provider and EER will cover 100% of VSP, Life , and Long Term Disability (LTD)	
3b. BENEFITS: OptOut Rate Article VIII (D)(2); \$350 now	\$400/month	
4. OVERTIME - Article IX	No CTO only OT	
5. HOLIDAYS - Article XIII (A): 8 Holidays Article XIII (C): Holiday Pay	Holiday Pay at 9 hours (for 9/8/80)	
6. PERSONAL HOLIDAYS - Article XIII (E): 4 PH at 8 hrs.	Personal Holidays at 9 hours (for 9/8/80)	
7. LONGEVITY PAY - Article VIII (E) (2): Compensation and Benefits Currently one-time, lump sum bonus of \$1,000 at 10, 15, 25 years.	30 years - \$3,500 25 years - \$3,000 20 years - \$2,500 15 years - \$2,000 10 years - 1,500	

Tentative Agreement on MOU

12/19/2023

Page 2 of 2

8. BOOTS - Article XV (B) : (3) Patrol Officers and (4) Gate Officers: Annually, new work boots (\$150) and three uniforms.	EER pays directly. EE utilizes w/in 30 days or loses benefit.	OK
9. DRUG TESTING POLICY change to Addendum C of OE3 Master Labor Agreement	Addendum C of OE3 Master Labor Agreement with removal of VII (D) Permissive Testing: Unannounced Random Testing	OK
10. EE/EER PENSION CONTRIBUTIONS -Article VIII A	EE/EER Contribution Levels determined annually by PERS	OK
11. VACATION ACCRUAL RATES Article XI (B)	Match higher accrual levels in 11.1.21 Personnel Manual	OK
12. MAXIMUM ACCRUAL - Article XI (D) (vacation); Currently 160 hours for all.	Increase cap to 400 hours for all EEs to encourage financial stability of EEs	OK
13. OVERTIME - Article IX (A) and (B): currently OT is any week in excess of 40 hours	Under the 9-8-80 work week, every other week is a 44-hour week. The 10 work days in a 9-8-80 work week add up to 80 hours.	OK

MEMORANDUM OF UNDERSTANDING
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3,AFL-CIO
General Unit
January 1, ~~2021~~2024 to December 31, ~~2023~~2026

TABLE OF CONTENTS

ARTICLE I — PARTIES3

ARTICLE II — AUTHORIZED AGENTS.....3

ARTICLE III — RECOGNITION.....3

ARTICLE IV — DISTRICT RIGHTS AND RESPONSIBILITIES3

ARTICLE V UNION RIGHTS.....4

ARTICLE VI — PROBATIONARY PERIOD.....4

ARTICLE VII — HOURS.....4

ARTICLE VIII — COMPENSATION AND BENEFITS5

ARTICLE IX — OVERTIME.....7

ARTICLE X — STANDBY DUTY AND CALL BACK7

ARTICLE XI — VACATION LEAVE.....8

ARTICLE XII — SICK LEAVE.....9

ARTICLE XIII — HOLIDAYS.....9

ARTICLE XIV — LEAVE OF ABSENCE WITHOUT PAY (LWOP).....10

ARTICLE XV — MISCELLANEOUS PROVISIONS11

ARTICLE XVI — GRIEVANCE PROCEDURE.....11

ARTICLE XVII — DISCIPLINARY ACTION.....13

ARTICLE XVIII — NO STRIKES OR LOCKOUTS15

ARTICLE XIX — FULL UNDERSTANDING, MODIFICATION, AND WAIVER.....16

ARTICLE XX — SAVINGS PROVISION.....17

ARTICLE XXI — TERM OF AGREEMENT.....17

ARTICLE I — PARTIES.....4

ARTICLE II — AUTHORIZED AGENTS.....4

ARTICLE III — RECOGNITION.....4

ARTICLE IV — DISTRICT RIGHTS AND RESPONSIBILITIES4

ARTICLE V UNION RIGHTS.....5

ARTICLE VI — PROBATIONARY PERIOD.....5

ARTICLE VII — HOURS.....5

ARTICLE VIII — COMPENSATION AND BENEFITS6

ARTICLE IX — OVERTIME.....8

ARTICLE X — STANDBY DUTY AND CALL BACK8

<u>ARTICLE XI VACATION LEAVE</u>	<u>9</u>
<u>ARTICLE XII SICK LEAVE</u>	<u>10</u>
<u>ARTICLE XIII HOLIDAYS</u>	<u>11</u>
<u>ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)</u>	<u>12</u>
<u>ARTICLE XV MISCELLANEOUS PROVISIONS</u>	<u>12</u>
<u>ARTICLE XVI GRIEVANCE PROCEDURE</u>	<u>13</u>
<u>ARTICLE XVII DISCIPLINARY ACTION</u>	<u>14</u>
<u>ARTICLE XVIII NO STRIKES OR LOCKOUTS</u>	<u>16</u>
<u>ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER</u>	<u>17</u>
<u>ARTICLE XX SAVINGS PROVISION</u>	<u>18</u>
<u>ARTICLE XXI TERM OF AGREEMENT</u>	<u>18</u>

2021-2023 Memorandum of Understanding
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

This Agreement is entered into _____ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be: General Manager
Rancho Murieta Community Services District
P.O. Box 1050
Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be: Business Representative
Operating Engineers Union Local No. 3, AFL-CIO 1916 North Broadway
Stockton, CA 95205

ARTICLE III RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all regular full- time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of the employee classifications within the General Unity bargaining unit and covered by this Agreement. "Employee" means an employee within the General Unity bargaining unit.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol; pursuant to Addendum C of the Operating Engineers 3 Master Labor Agreement excluding Section VII (D) Permissive Testing; Unannounced Random Testing (see Attachment B) to determine the type and

scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance. The parties shall comply with Government Code sections 3555 – 3559 concerning Union communications with District employees.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts. The parties shall comply with Government Code sections 1150-1159 concerning Union-related salary and wage deductions.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off or deduction of Union dues, premiums or Credit Union payments or deposits.
- D. Union Membership**
1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. The parties shall comply with Government Code sections 3550 - 3553 concerning restrictions on public employers deterring or discouraging Union membership.
 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose to become a member of the Union.

ARTICLE VI PROBATIONARY PERIOD

- A. Initial Probation.** Upon initial appointment, all employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without prior notice, cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without prior notice, cause, or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work ~~week~~ schedule of full-time employees shall normally consist of ~~five (5) days of~~ eight (8) days of nine (9) hours each and one (1) day of eight (8) hours, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight ~~eight~~ nine-hour shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules

(including ~~5/8 or~~ 4/10) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

ARTICLE VIII COMPENSATION AND BENEFITS

A. Wages and Adjustments.

1. Effective with the pay period in which January 1, ~~2024~~2024 falls, a ~~three and one-half~~ five percent (3.5%) salary range increase for all represented classifications.
2. Effective the pay period in which January 1, ~~2022~~2025 falls, a three ~~and one-half percent~~ t (3.5%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, ~~2023~~2026 falls, ~~three a two~~ and one half percent (~~3~~2.5%) salary range increase for all represented classifications.
The employee wage schedule for ~~2024-23~~2024-26 is shown on Attachment A.
4. PERS Contribution by Classic PERS Employees. Effective the pay period in which January 1, ~~2024~~2024 falls, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPRA PERS Employees. Effective the pay period in which January 1, ~~2024~~2024 falls, all represented PERS PEPRA Employees shall continue to contribute the current six and one quarter percent (~~6~~7.75%) PEPRA PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re- evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides for at least a five percent (~~5%~~ increase in pay.

- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

C. Certificate Pay.

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Left, Indent: Hanging: 0.48"

Formatted: Indent: Left: 0.59", Space Before: 2.25 pt

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

D. Paid Benefits

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (based on the cost of the ~~least-expensive~~ Kaiser HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (based on the cost of the ~~least-expensive~~ Kaiser HMO plan available that year) for full-time retired represented employees and their dependents.

The District will cover 100% of vision, life and long term disability for full-time active represented employees and their dependents and full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat ~~\$350~~ 400.00 per month for the period not utilizing District-sponsored medical insurance.
3. **Postretirement Health Benefits - Medical Vesting.** Post-retirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

E. Incentive Pay

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree

Formatted: Font color: Custom Color(47,47,47)

Formatted: Indent: Left: 1.06", Hanging: 0", Space Before: 0 pt, Line spacing: Multiple 1.17 li

Formatted: Font color: Custom Color(47,47,47)

by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.

2. **Longevity Pay.** The District shall pay ~~\$4,000~~ ~~(a one time, lump sum)~~ bonus to any employee who is employed by the District for ~~15 years~~. ~~The District shall pay \$4~~ the following terms:

30 Years \$3,500

25 Years \$3,000

20 Years \$2,500

15 Years \$2,000 ~~(one time, lump sum) to any employee who is employed by the District for 25 years.~~

10 Years \$1,500

2- The payment will be made in the month following the employee's 10, 15-year, 20, 25 or 2530 year anniversary of employment. An employee who already has been employed ~~for 15 years or 25 years~~ any of these milestones, at the time of the effective date of this provision shall not be entitled to longevity pay for the prior ~~15-year or 25-year anniversary periods~~.

Formatted: Normal, Indent: Left: 1", No bullets or numbering

Formatted: Not Expanded by / Condensed by

ARTICLE IX OVERTIME

A. Definitions

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. Under the 9/8/80 work week every other week is a 44-hour week. For unit positions, any hours worked which exceed forty

1. ~~(40)~~ (44) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for federal Fair Labor Standards Act (FLSA) purposes as necessary.

2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

Formatted: List Paragraph, Left, Indent: Left: 1.05", Hanging: 0", Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.57" + Indent at: 1.05", Tab stops: 1.05", Left

B. **Overtime Compensation.** Employees who have actually worked over forty ~~(40-four)~~ (44) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty ~~(40-four)~~ (44) hours. When hours worked combined with other paid time off exceeds forty ~~(40-four)~~ (44) hours per week, the employee shall receive overtime for those hours beyond forty ~~(40-four)~~ (44) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.

ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:

- a. Be ready to respond in a reasonable time to calls for her/his service;
- b. Be readily available at all hours by telephone or other communication devices; and
- c. Refrain from activities which might impair her/his assigned duties upon call.

2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$60.00 per day of such assignment.

B. Call Back

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.
2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

ARTICLE XI VACATION LEAVE

- A. Accrual.** All full-time employees shall accrue vacation leave credits for each regular hour paid based on the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.
-

B. Schedule of Accrual.

Years of Continuous Service	Hours Accrued/ paid per Hour Paid	Maximum Hour of Accrual Accruals per Year	Maximum Accrual Limit
Years 1 - 4 - <u>2</u>	0.03846 <u>0463</u>	80 <u>96</u>	
Years 5 - 10 - <u>4</u>	0.0577 <u>0616</u>	420 <u>128</u>	
Year 11	0.0615	128	
Year 12	0.0654	136	
Year 13	0.0692	144	
Year 14 <u>5 - 10</u>	0.0731	<u>152</u>	<u>400</u> <u>Applies to</u>
Year 15	0.0769	160	
Year 16	0.0808	168	
Year 17 <u>11 - 14</u>	0.0846 <u>0847</u>	176	<u>All Employees</u>
Year 18	0.0885	184	
Year 19	0.0923	192	
Year 20 <u>15+</u>	0.0962	200	

Formatted: Font: Not Bold, Font color: Auto

Formatted: List Paragraph, Indent: Left: 0.59", Space Before: 0.3 pt, Line spacing: Multiple 1.21 li, Tab stops: 0.59", Left + 0.59", Left + Not at 0.58" + 0.58"

Inserted Cells

Formatted Table

Inserted Cells

Formatted: Raised by 0.5 pt

Inserted Cells

Inserted Cells

Formatted: Character scale: 105%

Formatted: Right: 0", Space Before: 0 pt, Tab stops: Not at 0.58" + 0.58"

C. Payment on Separation. Employees who separate from District service shall be paid for accrued vacation leave.

D. Maximum Accrual. No employee shall be allowed to carry forward from one calendar year to the next more than ~~onefour~~ hundred ~~sixty~~ (~~160~~400) hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.

E. Scheduling. Employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1st will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

ARTICLE XII SICK LEAVE

A. Accrual. All employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a

maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.

- B. **Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. **Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. **Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty-eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. **Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. **Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

- G. **Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

- A. **Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:
 - 1. New Year's Day
 - 2. President's Day (3rd Monday in February)
 - 3. Memorial Day (last Monday in May)
 - 4. Independence Day (July 4th)
 - 5. Labor Day (1st Monday in September)
 - 6. Thanksgiving Day (4th Thursday in November)
 - 7. Day after Thanksgiving
 - 8. Christmas Day
 - 9. Four personal holidays (see below)
- B. **Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.

Formatted: Left

- C. **Holiday Pay.** Eligible employees will receive holiday pay for up to ~~eight (8)~~nine (9) hours for each holiday.
- D. **Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.
- E. **Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday. All 9/8/80 employees will receive four personal holidays of nine (9) hours per day. Any 5/8/80 employees will receive four personal holidays of eight (8) hours per day.
- F. **Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. **Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. **Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. **Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

ARTICLE XV MISCELLANEOUS PROVISIONS

- A. **Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:
 - a. Bianchi Accumold Nylon Gear (or similar)
 - 1. Duty Belt
 - 2. Handgun Holster
 - 3. Double Cuff Case
 - 4. Double Magazine Case
 - 5. Pepper Spray Case
 - 6. Baton Holder
 - 7. Belt Keepers (4)
 - 8. Flashlight Holder
 - 9. Radio Holder
 - 10. Handcuffs
 - 11. Pepper Spray
 - 12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

- B. **Boots.** Effective January 1, 2015 uniform/safety boots will be provided as follows:
 - 1. ~~All~~The District will pay directly for boots/uniform for all represented employees in the Utility Worker classifications ~~shall receive reimbursement for safety boots not to exceed~~ two (2) times per calendar year, at a maximum of \$200 per pair.

2. All represented employees in the Plant Operator classifications shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$200 per pair.
3. ~~All~~ The District will pay directly for boots/uniform for all represented employees in the Patrol Officer classification ~~shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair. The District will reimburse Patrol Officers~~ pay directly for three (3) uniforms per year for each Patrol Officer.
- ~~4.~~ All The District will pay directly for boots/uniform for all represented employees in the Gate Officer classification ~~shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair. The District will reimburse Gate officers~~ pay directly for three (3) uniforms ~~per~~ per year for each Gate Officer.
- ~~4-5.~~ If the Gate or Patrol Office fails to utilize the new uniform/boot benefit within 30 days of issuance of a purchase order, they loose that benefit.

Formatted: Condensed by 0.7 pt

Formatted: Space Before: 0.35 pt

Formatted: Font: Bold, Font color: Custom Color(RGB(47,47,47)), Character scale: 95%

Formatted: List Paragraph, Indent: Left: 1.05", Line spacing: Multiple 1.16 li, Tab stops: 1.05", Left

ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action except as provided in article XVII(E); (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** For the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee may file a formal grievance pursuant to subsection 2.
2. **Formal Levels**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

Level 2: If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

Level 3: If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision appeal to the District

Board of Directors by filing a written notice of appeal with the District Secretary. The Board shall review the grievance and shall grant the grievance or deny the grievance. If permitted by state law, the Board may consider the grievance in closed session. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Grievance-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVII DISCIPLINARY ACTION

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
 2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
 3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** For the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his or her designee) by timely filing a written notice of appeal with the Department Head (or his or her designee). Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first two levels of the formal grievance procedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Severe Disciplinary Action – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum

salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:

1. **Notice.** The employee shall be advised in writing of proposed disciplinary action. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the severe discipline;
 - e. A statement of the employee's right to representation; and
 - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the representative shall provide to the employee affected, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or reasons for the appeal.
 - b. If, within the five (5) day appeal period the Union does not file a written notice of appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. **The parties may adjust these deadlines by mutual written consent.** All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.
 - a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
 - b. All hearings shall be conducted in private.

- c. The hearing shall be conducted in a manner most conducive to determination of the truth.
- d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.
- f. The Hearing Officer costs shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District and Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

G. Exclusive Procedure. This procedure shall be the exclusive procedure available to employees for disciplinary appeals. Discipline-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union

or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out employees during the term of this Agreement with the intention of initiating a labor dispute.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach.

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

D. Waiver.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

F. Prevailing Rights. Except as otherwise provided in this MOU, the District Personnel Manual and District employment-related policies shall remain in full force and effect, and shall be complied with during the term

of this MOU. If there is an irreconcilable conflict between a provision of this MOU and any of the foregoing documents, the MOU shall prevail. If there is an irreconcilable conflict between a provision of this MOU and any applicable federal or state law, the law shall prevail.

ARTICLE XX SAVINGS PROVISION

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI TERM OF AGREEMENT

- A. **Term.** The District and the Union agree that the term of this Agreement shall commence on January 1, 2021 and expire in its entirety at midnight on December 31, 2023.
- B. **Reopener.** Either party may reopen this Agreement during the month of September 2023 by sending to the other a written notice exercising this option to negotiate a successor agreement.
- C. **Effective Date of Changes.** Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of January 1, 2021 or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

FOR THE DISTRICT:

FOR THE UNION:

~~Tom Hennig,~~
Mike DeAnda, Chief Negotiator
Chief Negotiator/General Manager

~~Darren Semore~~Melinda (Mimi) Morris.

Karen Hessler, Team Member

~~James Gelas~~Cory Xavier, Team Member

Russ Burns, Business Manager

Dan Redding, President

Steve Ingersoll, Vice President

Jim Sullivan, Recording Corresponding Secretary

Justin Diston, Financial Secretary

Dave Harrison, Treasurer

Tim Neep, Director of Public Employees

Date

Date

Approved by the Rancho Murieta Community Services District Board of Directors

~~Timothy E. Maybee~~Martin Pohl, Board Vice President Date

MEMORANDUM OF UNDERSTANDING

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

General Unit

January 1, 2024 to December 31, 2026

TABLE OF CONTENTS

ARTICLE I PARTIES 3

ARTICLE II AUTHORIZED AGENTS..... 3

ARTICLE III RECOGNITION..... 3

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES 3

ARTICLE V UNION RIGHTS..... 4

ARTICLE VI PROBATIONARY PERIOD 4

ARTICLE VII HOURS 4

ARTICLE VIII COMPENSATION AND BENEFITS 5

ARTICLE IX OVERTIME 7

ARTICLE X STANDBY DUTY AND CALL BACK 7

ARTICLE XI VACATION LEAVE..... 8

ARTICLE XII SICK LEAVE 8

ARTICLE XIII HOLIDAYS 9

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)..... 10

ARTICLE XV MISCELLANEOUS PROVISIONS 10

ARTICLE XVI GRIEVANCE PROCEDURE 11

ARTICLE XVII DISCIPLINARY ACTION..... 12

ARTICLE XVIII NO STRIKES OR LOCKOUTS 14

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER 15

ARTICLE XX SAVINGS PROVISION 15

ARTICLE XXI TERM OF AGREEMENT 15

2021-2023 Memorandum of Understanding
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

This Agreement is entered into _____ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be: General Manager
Rancho Murieta Community Services District
P.O. Box 1050
Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be: Business Representative
Operating Engineers Union Local No. 3, AFL-CIO 1916 North Broadway
Stockton, CA 95205

ARTICLE III RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all regular full- time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of the employee classifications within the General Unity bargaining unit and covered by this Agreement. "Employee" means an employee within the General Unity bargaining unit.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol pursuant to Addendum C of the Operating Engineers 3 Master Labor Agreement excluding Section VII (D) Permissive Testing: Unannounced Random Testing (see Attachment B) to determine the type and

scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance. The parties shall comply with Government Code sections 3555 – 3559 concerning Union communications with District employees.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts. The parties shall comply with Government Code sections 1150-1159 concerning Union-related salary and wage deductions.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off or deduction of Union dues, premiums or Credit Union payments or deposits.
- D. Union Membership**
 - 1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. The parties shall comply with Government Code sections 3550 - 3553 concerning restrictions on public employers deterring or discouraging Union membership.
 - 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose to become a member of the Union.

ARTICLE VI PROBATIONARY PERIOD

- A. Initial Probation.** Upon initial appointment, all employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without prior notice, cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without prior notice, cause, or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work schedule of full-time employees shall normally consist of eight (8) days of nine (9) hours each and one (1) day of eight (8) hours, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight nine-hour shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 5/8 or 4/10) may

be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

ARTICLE VIII COMPENSATION AND BENEFITS

A. Wages and Adjustments.

1. Effective with the pay period in which January 1, 2024 falls, a five percent (5%) salary range increase for all represented classifications.
2. Effective the pay period in which January 1, 2025 falls, a three (3%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, 2026 falls, a two and one half percent (2.5%) salary range increase for all represented classifications. The employee wage schedule for 2024-26 is shown on Attachment A.
4. PERS Contribution by Classic PERS Employees. Effective the pay period in which January 1, 2024 falls, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPRA PERS Employees. Effective the pay period in which January 1, 2024 falls, all represented PERS PEPRA Employees shall continue to contribute the current six and one quarter percent (7.75%) PEPRA PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re-evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides for at least a five percent (5%) increase in pay.

- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

C. Certificate Pay.

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator

classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

D. **Paid Benefits**

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (based on the cost of the Kaiser HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (based on the cost of the Kaiser HMO plan available that year) for full-time retired represented employees and their dependents.

The District will cover 100% of vision, life and long term disability for full-time active represented employees and their dependents and full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat \$400.00 per month for the period not utilizing District-sponsored medical insurance.
3. **Postretirement Health Benefits - Medical Vesting.** Post-retirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

E. **Incentive Pay**

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the

District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.

2. **Longevity Pay.** The District shall pay a one time, lump sum bonus to any employee who is employed by the District for the following terms:

30 Years	\$3,500
25 Years	\$3,000
20 Years	\$2,500
15 Years	\$2,000
10 Years	\$1,500

The payment will be made in the month following the employee's 10, 15, 20, 25 or 30 year anniversary of employment. An employee who already has been employed any of these milestones at the time of the effective date of this provision shall not be entitled to longevity pay for the prior periods.

ARTICLE IX OVERTIME

A. Definitions

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. Under the 9/8/80 work week every other week is a 44-hour week. For unit positions, any hours worked which exceed forty (44) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for federal Fair Labor Standards Act (FLSA) purposes as necessary.
2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

- B. Overtime Compensation.** Employees who have actually worked over forty-four (44) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty-four (44) hours. When hours worked combined with other paid time off exceeds forty-four (44) hours per week, the employee shall receive overtime for those hours beyond forty-four (44) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.

ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:
 - a. Be ready to respond in a reasonable time to calls for her/his service;
 - b. Be readily available at all hours by telephone or other communication devices; and
 - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$60.00 per day of such assignment.

B. Call Back

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.

2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

ARTICLE XI VACATION LEAVE

- A. **Accrual.** All full-time employees shall accrue vacation leave credits for each regular hour paid based on the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.
- B. **Schedule of Accrual.**

Years of Continuous Service	Hours Accrued per Hour Paid	Maximum Accruals per Year	Maximum Accrual Limit
Years 1 – 2	0.0463	96	400 Applies to All Employees
Years 3 - 4	0.0616	128	
Year 5 - 10	0.0731	152	
Year 11 - 14	0.0847	176	
Year 15+	0.0962	200	

- C. **Payment on Separation.** Employees who separate from District service shall be paid for accrued vacation leave.
- D. **Maximum Accrual.** No employee shall be allowed to carry forward from one calendar year to the next more than four hundred (400) hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.
- E. **Scheduling.** Employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1st will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

ARTICLE XII SICK LEAVE

- A. **Accrual.** All employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. **Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. **Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. **Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty- eight (28) hours

of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.

E. Scheduled Vs. Unscheduled Sick Leave. Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".

F. Evidence of Illness. The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

G. Sick Leave Retirement Benefit. No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

A. Paid Holidays for Regular Full-Time and Regular Part-Time Employees. The following shall be paid holidays for eligible employees:

1. New Year's Day
2. President's Day (3rd Monday in February)
3. Memorial Day (last Monday in May)
4. Independence Day (July 4th)
5. Labor Day (1st Monday in September)
6. Thanksgiving Day (4th Thursday in November)
7. Day after Thanksgiving
8. Christmas Day
9. Four personal holidays (see below)

B. Holiday Observance. For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.

C. Holiday Pay. Eligible employees will receive holiday pay for up to nine (9) hours for each holiday.

D. Holidays Worked. If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.

E. Personal Holidays. Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday. All 9/8/80 employees will receive four personal holidays of nine (9) hours per day. Any 5/8/80 employees will receive four

personal holidays of eight (8) hours per day.

- F. **Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. **Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. **Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. **Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

ARTICLE XV MISCELLANEOUS PROVISIONS

- A. **Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:
 - a. Bianchi Accumold Nylon Gear (or similar)
 - 1. Duty Belt
 - 2. Handgun Holster
 - 3. Double Cuff Case
 - 4. Double Magazine Case
 - 5. Pepper Spray Case
 - 6. Baton Holder
 - 7. Belt Keepers (4)
 - 8. Flashlight Holder
 - 9. Radio Holder
 - 10. Handcuffs
 - 11. Pepper Spray
 - 12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

- B. **Boots.** Effective January 1, 2015 uniform/safety boots will be provided as follows:
 - 1. The District will pay directly for boots/uniform for all represented employees in the Utility Worker classifications two (2) times per calendar year, at a maximum of \$200 per pair.
 - 2. All represented employees in the Plant Operator classifications shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$200 per pair.
 - 3. The District will pay directly for boots/uniform for all represented employees in the Patrol Officer classification one (1) time per calendar year, at a maximum of \$150 per pair. The District will pay directly for three (3) uniforms per year for each Patrol Officer.
 - 4. The District will pay directly for boots/uniform for all represented employees in the Gate Officer classification one (1) time per calendar year, at a maximum of \$150 per pair. The District will pay directly for three (3) uniforms per year for each Gate Officer.

5. If the Gate or Patrol Office fails to utilize the new uniform/boot benefit within 30 days of issuance of a purchase order, they lose that benefit.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action except as provided in article XVII(E); (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** For the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee may file a formal grievance pursuant to subsection 2.

2. **Formal Levels**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

Level 2: If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

Level 3: If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision appeal to the District Board of Directors by filing a written notice of appeal with the District Secretary. The Board shall review the grievance and shall grant the grievance or deny the grievance. If permitted by state law, the Board may consider the grievance in closed session. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had

been received on the final day for the decision.

3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Grievance-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVII DISCIPLINARY ACTION

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
 1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
 2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
 3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** For the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his or her designee) by timely filing a written notice of appeal with the Department Head (or his or her designee). Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first two levels of the formal grievance procedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Severe Disciplinary Action – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:
 1. **Notice.** The employee shall be advised in writing of proposed disciplinary action. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the severe discipline;
 - e. A statement of the employee's right to representation; and

- f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the representative shall provide to the employee affected, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or reasons for the appeal.
 - b. If, within the five (5) day appeal period the Union does not file a written notice of appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. The parties may adjust these deadlines by mutual written consent. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.
 - a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
 - b. All hearings shall be conducted in private.
 - c. The hearing shall be conducted in a manner most conducive to determination of the truth.
 - d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross- examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
 - e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.

- f. The Hearing Officer costs shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District and Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

G. Exclusive Procedure. This procedure shall be the exclusive procedure available to employees for disciplinary appeals. Discipline-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out employees during the term of this Agreement with the intention of initiating a labor dispute.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach.

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

D. Waiver.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

F. Prevailing Rights. Except as otherwise provided in this MOU, the District Personnel Manual and District employment-related policies shall remain in full force and effect, and shall be complied with during the term of this MOU. If there is an irreconcilable conflict between a provision of this MOU and any of the foregoing documents, the MOU shall prevail. If there is an irreconcilable conflict between a provision of this MOU and any applicable federal or state law, the law shall prevail.

ARTICLE XX SAVINGS PROVISION

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI TERM OF AGREEMENT

A. Term. The District and the Union agree that the term of this Agreement shall commence on January

1, 2021 and expire in its entirety at midnight on December 31, 2023.

- B. Reopener.** Either party may reopen this Agreement during the month of September 2023 by sending to the other a written notice exercising this option to negotiate a successor agreement.
- C. Effective Date of Changes.** Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of January 1, 2021 or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

FOR THE DISTRICT:

Melinda (Mimi) Morris,
Chief Negotiator/General Manager

FOR THE UNION:

Mike DeAnda, Chief Negotiator

Karen Hessler, Team Member

Cory Xavier, Team Member

Russ Burns, Business Manager

Dan Redding, President

Steve Ingersoll, Vice President

Jim Sullivan, Recording Corresponding Secretary

Justin Diston, Financial Secretary

Dave Harrison, Treasurer

Tim Neep, Director of Public Employees

Date

Date

Approved by the Rancho Murieta Community Services District Board of Directors

Martin Pohll, Board Vice President

Date

Exhibit A - Salary Schedules

SALARY SCHEDULE BY CLASS

CLASS NAME ACCOUNTING TECHNICIAN

		1.05				1.03				1.025			
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	Step	2023	2024	2025	2026		
		_01	\$26.29	\$27.61	\$28.43		\$29.15		_01	\$54,687	\$57,422	\$59,144	\$60,623
	_02	\$27.61	\$28.99	\$29.86	\$30.60		_02	\$57,422	\$60,293	\$62,102	\$63,654		
	_03	\$28.99	\$30.44	\$31.35	\$32.13		_03	\$60,293	\$63,307	\$65,207	\$66,837		
	_04	\$30.44	\$31.96	\$32.92	\$33.74		_04	\$63,307	\$66,473	\$68,467	\$70,179		
	_05	\$31.96	\$33.56	\$34.56	\$35.43		_05	\$66,473	\$69,796	\$71,890	\$73,688		
	_06	\$33.56	\$35.23	\$36.29	\$37.20		_06	\$69,796	\$73,286	\$75,485	\$77,372		

CLASS NAME ACCOUNTANT

		1.05				1.03				1.025			
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	Step	2023	2024	2025	2026		
		_01	\$30.84	\$32.38	\$33.35		\$34.19		_01	\$64,147	\$67,355	\$69,375	\$71,110
	_02	\$32.38	\$34.00	\$35.02	\$35.90		_02	\$67,355	\$70,722	\$72,844	\$74,665		
	_03	\$34.00	\$35.70	\$36.77	\$37.69		_03	\$70,722	\$74,258	\$76,486	\$78,398		
	_04	\$35.70	\$37.49	\$38.61	\$39.58		_04	\$74,258	\$77,971	\$80,310	\$82,318		
	_05	\$37.49	\$39.36	\$40.54	\$41.55		_05	\$77,971	\$81,870	\$84,326	\$86,434		
	_06	\$39.36	\$41.33	\$42.57	\$43.63		_06	\$81,870	\$85,963	\$88,542	\$90,756		

CLASS NAME OFFICE TECHNICIAN

		1.05				1.03				1.025			
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	Step	2023	2024	2025	2026		
		_01	\$19.89	\$20.88	\$21.51		\$22.05		_01	\$41,369	\$43,438	\$44,741	\$45,859
	_02	\$20.88	\$21.93	\$22.59	\$23.15		_02	\$43,438	\$45,609	\$46,978	\$48,152		
	_03	\$21.93	\$23.02	\$23.71	\$24.31		_03	\$45,609	\$47,890	\$49,327	\$50,560		
	_04	\$23.02	\$24.18	\$24.90	\$25.52		_04	\$47,890	\$50,284	\$51,793	\$53,088		
	_05	\$24.18	\$25.38	\$26.15	\$26.80		_05	\$50,284	\$52,799	\$54,383	\$55,742		
	_06	\$25.38	\$26.65	\$27.45	\$28.14		_06	\$52,799	\$55,439	\$57,102	\$58,529		

CLASS NAME MECHANIC

		1.05				1.03				1.025			
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	Step	2023	2024	2025	2026		
	_01	\$31.74	\$33.33	\$34.33	\$35.19		_01	\$66,028	\$69,329	\$71,409	\$73,194		
_02	\$33.33	\$35.00	\$36.05	\$36.95	_02	\$69,329	\$72,795	\$74,979	\$76,854				
_03	\$35.00	\$36.75	\$37.85	\$38.80	_03	\$72,795	\$76,435	\$78,728	\$80,696				
_04	\$36.75	\$38.59	\$39.74	\$40.74	_04	\$76,435	\$80,257	\$82,665	\$84,731				
_05	\$38.59	\$40.51	\$41.73	\$42.77	_05	\$80,257	\$84,270	\$86,798	\$88,968				
_06	\$40.51	\$42.54	\$43.82	\$44.91	_06	\$84,270	\$88,483	\$91,138	\$93,416				

CLASS NAME PLANT OPERATOR III

		1.05				1.03				1.025			
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	Step	2023	2024	2025	2026		
	_01	\$34.45	\$36.17	\$37.26	\$38.19		_01	\$71,652	\$75,234	\$77,491	\$79,429		
_02	\$36.17	\$37.98	\$39.12	\$40.10	_02	\$75,234	\$78,996	\$81,366	\$83,400				
_03	\$37.98	\$39.88	\$41.07	\$42.10	_03	\$78,996	\$82,946	\$85,434	\$87,570				
_04	\$39.88	\$41.87	\$43.13	\$44.21	_04	\$82,946	\$87,093	\$89,706	\$91,949				
_05	\$41.87	\$43.97	\$45.28	\$46.42	_05	\$87,093	\$91,448	\$94,191	\$96,546				
_06	\$43.97	\$46.16	\$47.55	\$48.74	_06	\$91,448	\$96,020	\$98,901	\$101,373				

CLASS NAME PLANT OPERATOR II

		1.05				1.03				1.025			
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	Step	2023	2024	2025	2026		
	_01	\$31.43	\$33.00	\$33.99	\$34.84		_01	\$65,368	\$68,637	\$70,696	\$72,463		
_02	\$33.00	\$34.65	\$35.69	\$36.58	_02	\$68,637	\$72,068	\$74,230	\$76,086				
_03	\$34.65	\$36.38	\$37.47	\$38.41	_03	\$72,068	\$75,672	\$77,942	\$79,891				
_04	\$36.38	\$38.20	\$39.35	\$40.33	_04	\$75,672	\$79,455	\$81,839	\$83,885				
_05	\$38.20	\$40.11	\$41.31	\$42.35	_05	\$79,455	\$83,428	\$85,931	\$88,079				
_06	\$40.11	\$42.12	\$43.38	\$44.46	_06	\$83,428	\$87,600	\$90,228	\$92,483				

CLASS NAME UTILITY WORKER II

		1.05				1.03				1.025					
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026
	_01	\$25.82	\$27.11	\$27.92	\$28.62		_01	\$53,706	\$56,391	\$58,083		\$59,535			
_02	\$27.11	\$28.47	\$29.32	\$30.05	_02	\$56,391	\$59,210	\$60,987	\$62,511						
_03	\$28.47	\$29.89	\$30.79	\$31.56	_03	\$59,210	\$62,171	\$64,036	\$65,637						
_04	\$29.89	\$31.38	\$32.33	\$33.13	_04	\$62,171	\$65,279	\$67,238	\$68,919						
_05	\$31.38	\$32.95	\$33.94	\$34.79	_05	\$65,279	\$68,543	\$70,600	\$72,365						
_06	\$32.95	\$34.60	\$35.64	\$36.53	_06	\$68,543	\$71,971	\$74,130	\$75,983						

CLASS NAME UTILITY WORKER I

		1.05				1.03				1.025					
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026
	_01	\$22.37	\$23.49	\$24.19	\$24.80		_01	\$46,532	\$48,858	\$50,324		\$51,582			
_02	\$23.49	\$24.66	\$25.40	\$26.04	_02	\$48,858	\$51,301	\$52,840	\$54,161						
_03	\$24.66	\$25.90	\$26.67	\$27.34	_03	\$51,301	\$53,866	\$55,482	\$56,869						
_04	\$25.90	\$27.19	\$28.01	\$28.71	_04	\$53,866	\$56,560	\$58,256	\$59,713						
_05	\$27.19	\$28.55	\$29.41	\$30.14	_05	\$56,560	\$59,388	\$61,169	\$62,698						
_06	\$28.55	\$29.98	\$30.88	\$31.65	_06	\$59,388	\$62,357	\$64,228	\$65,833						

CLASS NAME PATROL OFFICER II

		1.05				1.03				1.025					
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026
	_01	\$26.03	\$27.33	\$28.15	\$28.85		_01	\$54,140	\$56,847	\$58,553		\$60,017			
_02	\$27.33	\$28.70	\$29.56	\$30.30	_02	\$56,847	\$59,690	\$61,480	\$63,017						
_03	\$28.70	\$30.13	\$31.04	\$31.81	_03	\$59,690	\$62,674	\$64,554	\$66,168						
_04	\$30.13	\$31.64	\$32.59	\$33.40	_04	\$62,674	\$65,808	\$67,782	\$69,477						
_05	\$31.64	\$33.22	\$34.22	\$35.07	_05	\$65,808	\$69,098	\$71,171	\$72,951						
_06	\$33.22	\$34.88	\$35.93	\$36.83	_06	\$69,098	\$72,553	\$74,730	\$76,598						

CLASS NAME PATROL OFFICER I

		<i>1.05</i>		<i>1.03</i>		<i>1.025</i>				<i>1.05</i>		<i>1.03</i>		<i>1.025</i>	
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026
	_01	\$19.56	\$20.54	\$21.16	\$21.68		_01	\$40,687	\$42,721	\$44,003		\$45,103			
_02	\$20.54	\$21.57	\$22.21	\$22.77	_02	\$42,721	\$44,857	\$46,203	\$47,358						
_03	\$21.57	\$22.64	\$23.32	\$23.91	_03	\$44,857	\$47,100	\$48,513	\$49,726						
_04	\$22.64	\$23.78	\$24.49	\$25.10	_04	\$47,100	\$49,455	\$50,939	\$52,212						
_05	\$23.78	\$24.97	\$25.71	\$26.36	_05	\$49,455	\$51,928	\$53,486	\$54,823						
_06	\$24.97	\$26.21	\$27.00	\$27.68	_06	\$51,928	\$54,524	\$56,160	\$57,564						

CLASS NAME GATE OFFICER II

		<i>1.05</i>		<i>1.03</i>		<i>1.025</i>				<i>1.05</i>		<i>1.03</i>		<i>1.025</i>	
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026
	_01	\$21.88	\$22.97	\$23.66	\$24.25		_01	\$45,506	\$47,782	\$49,215		\$50,445			
_02	\$22.97	\$24.12	\$24.84	\$25.47	_02	\$47,782	\$50,171	\$51,676	\$52,968						
_03	\$24.12	\$25.33	\$26.09	\$26.74	_03	\$50,171	\$52,679	\$54,260	\$55,616						
_04	\$25.33	\$26.59	\$27.39	\$28.08	_04	\$52,679	\$55,313	\$56,973	\$58,397						
_05	\$26.59	\$27.92	\$28.76	\$29.48	_05	\$55,313	\$58,079	\$59,821	\$61,317						
_06	\$27.92	\$29.32	\$30.20	\$30.95	_06	\$58,079	\$60,983	\$62,812	\$64,383						

CLASS NAME GATE OFFICER I

		<i>1.05</i>		<i>1.03</i>		<i>1.025</i>				<i>1.05</i>		<i>1.03</i>		<i>1.025</i>	
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026
	_01	\$15.51	\$16.29	\$16.78	\$17.20		_01	\$32,267	\$33,880	\$34,897		\$35,769			
_02	\$16.29	\$17.10	\$17.62	\$18.06	_02	\$33,880	\$35,574	\$36,642	\$37,558						
_03	\$17.10	\$17.96	\$18.50	\$18.96	_03	\$35,574	\$37,353	\$38,474	\$39,436						
_04	\$17.96	\$18.86	\$19.42	\$19.91	_04	\$37,353	\$39,221	\$40,397	\$41,407						
_05	\$18.86	\$19.80	\$20.39	\$20.90	_05	\$39,221	\$41,182	\$42,417	\$43,478						
_06	\$19.80	\$20.79	\$21.41	\$21.95	_06	\$41,182	\$43,241	\$44,538	\$45,652						

2024 SALARY SCHEDULE BY CLASS

12/18/2023

	STEP	1	2	3	4	5	6
Accounting Technician	HOURLY RATES	\$27.61	\$28.99	\$30.44	\$31.96	\$33.56	\$35.23
	ANNUAL PAY	\$57,422	\$60,293	\$63,307	\$66,473	\$69,796	\$73,286
Accountant	HOURLY RATES	\$32.38	\$34.00	\$35.70	\$37.49	\$39.36	\$41.33
	ANNUAL PAY	\$67,355	\$70,722	\$74,258	\$77,971	\$81,870	\$85,963
Office Technician	HOURLY RATES	\$20.88	\$21.93	\$23.02	\$24.18	\$25.38	\$26.65
	ANNUAL PAY	\$43,438	\$45,609	\$47,890	\$50,284	\$52,799	\$55,439
Equipment Mechanic	HOURLY RATES	\$33.33	\$35.00	\$36.75	\$38.59	\$40.51	\$42.54
	ANNUAL PAY	\$69,329	\$72,795	\$76,435	\$80,257	\$84,270	\$88,483
Plant Operator III	HOURLY RATES	\$36.17	\$37.98	\$39.88	\$41.87	\$43.97	\$46.16
	ANNUAL PAY	\$75,234	\$78,996	\$82,946	\$87,093	\$91,448	\$96,020
Plant Operator II	HOURLY RATES	\$33.00	\$34.65	\$36.38	\$38.20	\$40.11	\$42.12
	ANNUAL PAY	\$68,637	\$72,068	\$75,672	\$79,455	\$83,428	\$87,600
Plant Operator I	HOURLY RATES	\$28.33	\$29.75	\$31.24	\$32.80	\$34.44	\$36.16
	ANNUAL PAY	\$58,933	\$61,880	\$64,974	\$68,222	\$71,633	\$75,215
Operator in Training	HOURLY RATES	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01	\$31.51
	ANNUAL PAY	\$51,346	\$53,913	\$56,609	\$59,439	\$62,411	\$65,532
Utility Worker III	HOURLY RATES	\$29.82	\$31.31	\$32.88	\$34.52	\$36.25	\$38.06
	ANNUAL PAY	\$62,030	\$65,131	\$68,388	\$71,807	\$75,398	\$79,168
Utility Worker II	HOURLY RATES	\$27.11	\$28.47	\$29.89	\$31.38	\$32.95	\$34.60
	ANNUAL PAY	\$56,391	\$59,210	\$62,171	\$65,279	\$68,543	\$71,971
Utility Worker I	HOURLY RATES	\$23.49	\$24.66	\$25.90	\$27.19	\$28.55	\$29.98
	ANNUAL PAY	\$48,858	\$51,301	\$53,866	\$56,560	\$59,388	\$62,357
Patrol Officer II	HOURLY RATES	\$27.33	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88
	ANNUAL PAY	\$56,847	\$59,690	\$62,674	\$65,808	\$69,098	\$72,553
Patrol Officer I	HOURLY RATES	\$20.54	\$21.57	\$22.64	\$23.78	\$24.97	\$26.21
	ANNUAL PAY	\$42,721	\$44,857	\$47,100	\$49,455	\$51,928	\$54,524
Gate Officer II	HOURLY RATES	\$22.97	\$24.12	\$25.33	\$26.59	\$27.92	\$29.32
	ANNUAL PAY	\$47,782	\$50,171	\$52,679	\$55,313	\$58,079	\$60,983
Gate Officer I	HOURLY RATES	\$16.29	\$17.10	\$17.96	\$18.86	\$19.80	\$20.79
	ANNUAL PAY	\$33,880	\$35,574	\$37,353	\$39,221	\$41,182	\$43,241

2025 SALARY SCHEDULE BY CLASS

12/18/2023

	STEP	1	2	3	4	5	6
Accounting Technician	HOURLY RATES	\$28.43	\$29.86	\$31.35	\$32.92	\$34.56	\$36.29
	ANNUAL PAY	\$59,144	\$62,102	\$65,207	\$68,467	\$71,890	\$75,485
Accountant	HOURLY RATES	\$33.35	\$35.02	\$36.77	\$38.61	\$40.54	\$42.57
	ANNUAL PAY	\$69,375	\$72,844	\$76,486	\$80,310	\$84,326	\$88,542
Office Technician	HOURLY RATES	\$21.51	\$22.59	\$23.71	\$24.90	\$26.15	\$27.45
	ANNUAL PAY	\$44,741	\$46,978	\$49,327	\$51,793	\$54,383	\$57,102
Equipment Mechanic	HOURLY RATES	\$34.33	\$36.05	\$37.85	\$39.74	\$41.73	\$43.82
	ANNUAL PAY	\$71,409	\$74,979	\$78,728	\$82,665	\$86,798	\$91,138
Plant Operator III	HOURLY RATES	\$37.26	\$39.12	\$41.07	\$43.13	\$45.28	\$47.55
	ANNUAL PAY	\$77,491	\$81,366	\$85,434	\$89,706	\$94,191	\$98,901
Plant Operator II	HOURLY RATES	\$33.99	\$35.69	\$37.47	\$39.35	\$41.31	\$43.38
	ANNUAL PAY	\$70,696	\$74,230	\$77,942	\$81,839	\$85,931	\$90,228
Plant Operator I	HOURLY RATES	\$29.18	\$30.64	\$32.17	\$33.78	\$35.47	\$37.25
	ANNUAL PAY	\$60,701	\$63,736	\$66,923	\$70,269	\$73,783	\$77,472
Operator in Training	HOURLY RATES	\$25.43	\$26.70	\$28.03	\$29.43	\$30.91	\$32.45
	ANNUAL PAY	\$52,886	\$55,531	\$58,307	\$61,222	\$64,284	\$67,498
Utility Worker III	HOURLY RATES	\$30.72	\$32.25	\$33.87	\$35.56	\$37.34	\$39.20
	ANNUAL PAY	\$63,891	\$67,085	\$70,440	\$73,962	\$77,660	\$81,543
Utility Worker II	HOURLY RATES	\$27.92	\$29.32	\$30.79	\$32.33	\$33.94	\$35.64
	ANNUAL PAY	\$58,083	\$60,987	\$64,036	\$67,238	\$70,600	\$74,130
Utility Worker I	HOURLY RATES	\$24.19	\$25.40	\$26.67	\$28.01	\$29.41	\$30.88
	ANNUAL PAY	\$50,324	\$52,840	\$55,482	\$58,256	\$61,169	\$64,228
Patrol Officer II	HOURLY RATES	\$28.15	\$29.56	\$31.04	\$32.59	\$34.22	\$35.93
	ANNUAL PAY	\$58,553	\$61,480	\$64,554	\$67,782	\$71,171	\$74,730
Patrol Officer I	HOURLY RATES	\$21.16	\$22.21	\$23.32	\$24.49	\$25.71	\$27.00
	ANNUAL PAY	\$44,003	\$46,203	\$48,513	\$50,939	\$53,486	\$56,160
Gate Officer II	HOURLY RATES	\$23.66	\$24.84	\$26.09	\$27.39	\$28.76	\$30.20
	ANNUAL PAY	\$49,215	\$51,676	\$54,260	\$56,973	\$59,821	\$62,812
Gate Officer I	HOURLY RATES	\$16.78	\$17.62	\$18.50	\$19.42	\$20.39	\$21.41
	ANNUAL PAY	\$34,897	\$36,642	\$38,474	\$40,397	\$42,417	\$44,538

2026 SALARY SCHEDULE BY CLASS

12/18/2023

	STEP	1	2	3	4	5	6
Accounting Technician	HOURLY RATES	\$29.15	\$30.60	\$32.13	\$33.74	\$35.43	\$37.20
	ANNUAL PAY	\$60,623	\$63,654	\$66,837	\$70,179	\$73,688	\$77,372
Accountant	HOURLY RATES	\$34.19	\$35.90	\$37.69	\$39.58	\$41.55	\$43.63
	ANNUAL PAY	\$71,110	\$74,665	\$78,398	\$82,318	\$86,434	\$90,756
Office Technician	HOURLY RATES	\$22.05	\$23.15	\$24.31	\$25.52	\$26.80	\$28.14
	ANNUAL PAY	\$45,859	\$48,152	\$50,560	\$53,088	\$55,742	\$58,529
Equipment Mechanic	HOURLY RATES	\$35.19	\$36.95	\$38.80	\$40.74	\$42.77	\$44.91
	ANNUAL PAY	\$73,194	\$76,854	\$80,696	\$84,731	\$88,968	\$93,416
Plant Operator III	HOURLY RATES	\$38.19	\$40.10	\$42.10	\$44.21	\$46.42	\$48.74
	ANNUAL PAY	\$79,429	\$83,400	\$87,570	\$91,949	\$96,546	\$101,373
Plant Operator II	HOURLY RATES	\$34.84	\$36.58	\$38.41	\$40.33	\$42.35	\$44.46
	ANNUAL PAY	\$72,463	\$76,086	\$79,891	\$83,885	\$88,079	\$92,483
Plant Operator I	HOURLY RATES	\$29.91	\$31.41	\$32.98	\$34.63	\$36.36	\$38.18
	ANNUAL PAY	\$62,219	\$65,330	\$68,596	\$72,026	\$75,627	\$79,408
Operator in Training	HOURLY RATES	\$26.06	\$27.36	\$28.73	\$30.17	\$31.68	\$33.26
	ANNUAL PAY	\$54,208	\$56,919	\$59,765	\$62,753	\$65,891	\$69,185
Utility Worker III	HOURLY RATES	\$31.48	\$33.06	\$34.71	\$36.45	\$38.27	\$40.18
	ANNUAL PAY	\$65,488	\$68,763	\$72,201	\$75,811	\$79,601	\$83,581
Utility Worker II	HOURLY RATES	\$28.62	\$30.05	\$31.56	\$33.13	\$34.79	\$36.53
	ANNUAL PAY	\$59,535	\$62,511	\$65,637	\$68,919	\$72,365	\$75,983
Utility Worker I	HOURLY RATES	\$24.80	\$26.04	\$27.34	\$28.71	\$30.14	\$31.65
	ANNUAL PAY	\$51,582	\$54,161	\$56,869	\$59,713	\$62,698	\$65,833
Patrol Officer II	HOURLY RATES	\$28.85	\$30.30	\$31.81	\$33.40	\$35.07	\$36.83
	ANNUAL PAY	\$60,017	\$63,017	\$66,168	\$69,477	\$72,951	\$76,598
Patrol Officer I	HOURLY RATES	\$21.68	\$22.77	\$23.91	\$25.10	\$26.36	\$27.68
	ANNUAL PAY	\$45,103	\$47,358	\$49,726	\$52,212	\$54,823	\$57,564
Gate Officer II	HOURLY RATES	\$24.25	\$25.47	\$26.74	\$28.08	\$29.48	\$30.95
	ANNUAL PAY	\$50,445	\$52,968	\$55,616	\$58,397	\$61,317	\$64,383
Gate Officer I	HOURLY RATES	\$17.20	\$18.06	\$18.96	\$19.91	\$20.90	\$21.95
	ANNUAL PAY	\$35,769	\$37,558	\$39,436	\$41,407	\$43,478	\$45,652