

## MEMORANDUM

Date: April 23, 2018  
To: Board of Directors  
From: Mark Martin, General Manager  
Subject: Consider Approval of Memorandum of Understanding between the International Union of Operating Engineers, Local 3, AFL-CIO and Rancho Murieta Community Services District covering January 1, 2018 through December 31, 2020

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### **RECOMMENDED ACTION**

Approve the Memorandum of Understanding (MOU) between the International Union of Operating Engineers, Local 3, AFL-CIO and Rancho Murieta Community Services District.

### **BACKGROUND**

Attached are clean and redlined versions of the MOU reflecting the proposed changes.

This MOU is for three (3) years January 1, 2018 thru December 31, 2020.

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, ~~2015-2018~~ to December 31, ~~2017~~2020

## TABLE OF CONTENTS

ARTICLE I	PARTIES.....	<del>333</del>
ARTICLE II	AUTHORIZED AGENTS.....	<del>333</del>
ARTICLE III	RECOGNITION .....	<del>333</del>
ARTICLE IV	DISTRICT RIGHTS AND RESPONSIBILITIES .....	<del>333</del>
ARTICLE V	UNION RIGHTS .....	<del>444</del>
ARTICLE VI	PROBATIONARY PERIOD .....	<del>555</del>
ARTICLE VII	HOURS .....	<del>555</del>
ARTICLE VIII	COMPENSATION AND BENEFITS.....	<del>666</del>
ARTICLE IX	OVERTIME.....	<del>988</del>
ARTICLE X	STANDBY DUTY AND CALL BACK .....	<del>989</del>
ARTICLE XI	VACATION LEAVE .....	<del>1099</del>
ARTICLE XII	SICK LEAVE .....	<del>11910</del>
ARTICLE XIII	HOLIDAYS.....	<del>114011</del>
ARTICLE XIV	LEAVE OF ABSENCE WITHOUT PAY (LWOP) .....	<del>124112</del>
ARTICLE XV	MISCELLANEOUS PROVISIONS .....	<del>124112</del>
ARTICLE XVII	DISCIPLINARY ACTION .....	<del>141314</del>
ARTICLE XVIII	NO STRIKES OR LOCKOUTS .....	<del>174617</del>
ARTICLE XIX	FULL UNDERSTANDING, MODIFICATION, AND WAIVER.....	<del>184718</del>
ARTICLE XX	SAVINGS PROVISION .....	<del>194718</del>
ARTICLE XXI	TERM OF AGREEMENT .....	<del>194718</del>

~~2015-2018-2017-2020~~ 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 ~~March 19~~~~April XX24, 2015-2018~~ 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 classifications covered by this Agreement.

**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; 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.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts.
- 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 of Union dues, premiums or Credit Union deductions.
- D. Agency Shop**
  - 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.
  - 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose either: to become a member of the Union; or to pay to the Union a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section (6) below.
  - 3. A bargaining unit member who does not fall within one of the exempted categories as set forth in Section (6) below, and who has not voluntarily made application for membership in the Union within the sixty (60) day period following the date upon which said employee has been formally hired by the District in a bargaining unit position, must as a condition of employment pay to the Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said Union member who is not a member of the Union.
  - 4. In the event that a unit member doesn't become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction. There shall be no charge to the Union for such mandatory agency fee deductions.

5. The agency fee collected pursuant to Section (4) above from unit members who are not members of the Union shall be an amount equal to regular Union dues paid by Union members within the District. Agency fee payers are entitled to apply to the Union for refunds of any amount paid which may be prohibited by the U.S. Constitution because such funds pay for political purposes not related to collective bargaining.
6. Any unit member shall be exempt from the requirements of Section (2) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.
7. Exempt unit members as defined in Section (6) above, shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to:
  - a. United Way
  - b. American Cancer Society
  - c. Any charity jointly agreed to in writing by the parties.
8. Hold Harmless Provision. The Union shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, and/or challenges which are brought against the District or any of its agents or employees in connection with the interpretation, application, administration or enforcement of any Section of this Agreement pertaining to representation fees.

#### **ARTICLE VI PROBATIONARY PERIOD**

- A. Initial Probation.** Upon initial appointment, all unit 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 cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, a unit 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 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 of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight eight-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 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, ~~2015-2018~~ falls, a ~~five~~ three percent (~~5~~3%) salary range increase for all represented classifications. ~~Concurrently with the five percent (5%) increase, all classifications, excluding Patrol and Gate Officer, will convert from an 8-step schedule to a 6-step schedule which is closest but is not lower than their previous wage rate on the 8-step schedule. There shall be no change in salary anniversary date of the employee.~~
2. Effective the pay period in which January 1, ~~2016-2019~~ falls, a three percent (3%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, ~~2017-2020~~ falls, a ~~two and three-quarter~~ three percent (~~3.75~~3%) salary range increase for all represented classifications.

~~4. PERS Contribution by Classic PERS Employees, above Current Three Percent (3%)~~

~~Effective the pay period in which January 1, 2015 falls, all represented PERS Classic Employees shall contribute an additional two percent (2%) of the Employee Contribution to PERS; bringing their total contribution to five percent (5%) of the seven percent (7%) Classic Employee contribution to PERS. The District will contribute the remaining two percent (2%) of the Classic Employee contribution to PERS in addition to the Employer Contribution to PERS for each represented employee.~~

~~Effective the pay period in which January 1, 2016 falls, all represented PERS Classic Employees shall contribute an additional one percent (1%) of the Employee Contribution to PERS; bringing their total contribution to six percent (6%) of the seven percent (7%) Classic Employee contribution to PERS. The District will contribute the remaining one (1%) of the Classic Employee contribution to PERS in addition to the Employer Contribution to PERS for each represented employee.~~

Effective the pay period in which January 1, ~~2017-2018~~ falls, all represented PERS Classic Employees shall continue to contribute an additional one percent (1%) of the Employee Contribution to PERS; bringing their a total contribution to seven percent (7%) of the seven percent (7%) Classic the current seven percent (7%) Employee contribution to PERS. The District

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will continue to pay the Employer Contribution to PERS for each represented employee.

5. PERS Contribution by PEPRAs PERS Employees. Effective the pay period in which January 1, 2018 falls, all represented PERS PEPRAs Employees shall continue to contribute the current six and one quarter percent (6.25%) a total contribution of the six and one quarter percent (6.25%) PEPRAs PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

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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 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 provide 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. **Backhoe Operator.** Those persons who are trained and certified as a Backhoe Operator shall be eligible to receive an additional five percent (5%) during the hours they are required to operate the backhoe on assignments specifically requiring skilled backhoe operation. Such pay shall be for a minimum of two (2) hours or the length of the assignment, whichever is longer.~~

~~3. **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 for a period not to exceed two (2) weeks per new employee.~~

#### 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 (not to exceed eighty percent (80%) of the cost of the least expensive 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 (not to exceed 80% of the least expensive HMO plan available that year) for 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 \$350.00 per month for the period not utilizing District-sponsored medical insurance.

3. **Postretirement Health Benefits – Medical Vesting.** Upon ratification of this Agreement by unit members, postretirement 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

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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 \$1,000 (one time, lump sum) to any employee who is employed by the District for 15 years. The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 25 years. The payment will be made in the month following the employee's 15 year or 25 year anniversary of employment. An employee who already has been employed for 15 years or 25 years 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.

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#### 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. For unit positions, any hours worked which exceed forty (40) 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 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 (40) 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) hours. When hours worked combined with other paid time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay.

#### ARTICLE X STANDBY DUTY AND CALL BACK

##### A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned 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 ~~\$40~~\$50.00 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 on the basis of 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.**

<i>Years of Continuous Service:</i>	Hours Accrued/ hour paid	Max Hours of Accrual/Year
Year 1 through Year 4	.03846	80
Year 5 through 10	.0577	120
Year 11	.0615	128
Year 12	.0654	136
Year 13	.0692	144
Year 14	.0731	152
Year 15	.0769	160
Year 16	.0808	168
Year 17	.0846	176
Year 18	.0885	184
Year 19	.0923	192
Year 20	.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 one hundred sixty (160) 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.** Unit 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 1<sup>st</sup> 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 unit 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 (3<sup>rd</sup> Monday in February)
  3. Memorial Day (last Monday in May)
  4. Independence Day (July 4<sup>th</sup>)

5. Labor Day (1<sup>st</sup> Monday in September)
6. Thanksgiving Day (4<sup>th</sup> 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 eight (8) 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.
- 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 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 \$150 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 \$150 per pair.
  3. 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 \$100 per pair. The District will increase the uniform allowance for Patrol Officers from two (2) to three (3) uniforms per year.
  4. 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 \$100 per pair.

#### 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; (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.** Unless otherwise defined, 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 complaint has not been satisfactorily resolved, the employee shall have the right within five (5) days to discuss the complaint informally with the supervisor's immediate superior. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.

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, file a written appeal to the District Board of Directors. In closed session, the Board shall review the grievance and shall have the option of granting the grievance or denying the grievance. 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. Proof of service shall be accomplished by certified mail or personal service.

**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.** Unless otherwise defined, 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 designee) in writing or by personal interview. 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 Formal Levels of the Grievance Procedure (Article XVI B.2.) within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Appeal from a Severe Disciplinary Action.** 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 when such action is to result in demotion, suspension without pay, reduction in compensation or discharge. 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 suspension;
    - 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 latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response 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 request must be filed by the Union with the District's General Manager.
  - b. If, within the five (5) day appeal period the Union does not file said 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. 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 follow that organization's selection procedure.
  - 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; 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 respondent 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, or discharging the employee.

- f. Mutually incurred costs for the Hearing Officer Procedure 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 or the 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 unit employees for disciplinary appeals.

#### **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 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 unit 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 employer 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.

**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, ~~2015-2018~~ and expire in its entirety at midnight on December 31, ~~2017~~2020.
- B. **Reopener.** Either party may reopen this Agreement during the month of September ~~2017-2020~~ 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, ~~2015-2018~~ or its formal adoption by the Board of Directors.

DRAFT

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:**

Darlene Gillum, Mark Martin, Chief Negotiator  
Chief Negotiator  
Chief Negotiator / General Manager

Darren Semore, Gregory Ramirez

Sean Montgomery, Team Member

Michael Scarzella, Tom Coyle, Team Member

Russ Burns, Business Manager

Dan Redding, President

Pete Figueirido, Vice President

Jim Sullivan, Recording Corresponding Secretary

Steve Ingersoll, Financial Secretary

Justin Diston, Treasurer

Rick Davis, Tim Neep, Director of Public Employees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved by the Rancho Murieta Community Services District Board of Directors.**

Gerald Pasek, Mark Pecotich, Board 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, 2018 to December 31, 2020

## 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 .....	5
ARTICLE VII	HOURS .....	5
ARTICLE VIII	COMPENSATION AND BENEFITS.....	6
ARTICLE IX	OVERTIME .....	8
ARTICLE X	STANDBY DUTY AND CALL BACK .....	9
ARTICLE XI	VACATION LEAVE .....	9
ARTICLE XII	SICK LEAVE .....	10
ARTICLE XIII	HOLIDAYS.....	11
ARTICLE XIV	LEAVE OF ABSENCE WITHOUT PAY (LWOP) .....	11
ARTICLE XV	MISCELLANEOUS PROVISIONS .....	12
ARTICLE XVII	DISCIPLINARY ACTION .....	14
ARTICLE XVIII	NO STRIKES OR LOCKOUTS .....	16
ARTICLE XIX	FULL UNDERSTANDING, MODIFICATION, AND WAIVER.....	17
ARTICLE XX	SAVINGS PROVISION .....	18
ARTICLE XXI	TERM OF AGREEMENT .....	18

**2018-2020 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 April 24, 2018 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 classifications covered by this Agreement.

**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; 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.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts.
- 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 of Union dues, premiums or Credit Union deductions.
- D. Agency Shop**
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.
  2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose either: to become a member of the Union; or to pay to the Union a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section (6) below.
  3. A bargaining unit member who does not fall within one of the exempted categories as set forth in Section (6) below, and who has not voluntarily made application for membership in the Union within the sixty (60) day period following the date upon which said employee has been formally hired by the District in a bargaining unit position, must as a condition of employment pay to the Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said Union member who is not a member of the Union.
  4. In the event that a unit member doesn't become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction. There shall be no charge to the Union for such mandatory agency fee deductions.

5. The agency fee collected pursuant to Section (4) above from unit members who are not members of the Union shall be an amount equal to regular Union dues paid by Union members within the District. Agency fee payers are entitled to apply to the Union for refunds of any amount paid which may be prohibited by the U.S. Constitution because such funds pay for political purposes not related to collective bargaining.
6. Any unit member shall be exempt from the requirements of Section (2) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.
7. Exempt unit members as defined in Section (6) above, shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to:
  - a. United Way
  - b. American Cancer Society
  - c. Any charity jointly agreed to in writing by the parties.
8. Hold Harmless Provision. The Union shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, and/or challenges which are brought against the District or any of its agents or employees in connection with the interpretation, application, administration or enforcement of any Section of this Agreement pertaining to representation fees.

#### **ARTICLE VI PROBATIONARY PERIOD**

- A. Initial Probation.** Upon initial appointment, all unit 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 cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, a unit 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 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 of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight eight-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 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, 2018 falls, a three percent (3%) salary range increase for all represented classifications.
2. Effective the pay period in which January 1, 2019 falls, a three percent (3%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, 2020 falls, a two and three-quarter percent (2.75%) salary range increase for all represented classifications.
4. PERS Contribution by Classic PERS Employees. Effective the pay period in which January 1, 2018 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 PEPRAs PERS Employees. Effective the pay period in which January 1, 2018 falls, all represented PERS PEPRAs Employees shall continue to contribute the current six and one quarter percent (6.25%) the PEPRAs 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 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 provide 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 (not to exceed eighty percent (80%) of the cost of the least expensive 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 (not to exceed 80% of the least expensive HMO plan available that year) for 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 \$350.00 per month for the period not utilizing District-sponsored medical insurance.

3. **Postretirement Health Benefits – Medical Vesting.** Upon ratification of this Agreement by unit members, postretirement 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 \$1,000 (one time, lump sum) to any employee who is employed by the District for 15 years. The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 25 years. The payment will be made in the month following the employee's 15 year or 25 year anniversary of employment. An employee who already has been employed for 15 years or 25 years 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.

**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. For unit positions, any hours worked which exceed forty (40) 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 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 (40) 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) hours. When hours worked combined with other paid

time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay.

**ARTICLE X STANDBY DUTY AND CALL BACK**

**A. Standby**

1. Standby duty is defined as that circumstance which requires the employee so assigned 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 \$50.00 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 on the basis of 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.**

<i>Years of Continuous Service:</i>	Hours Accrued/ hour paid	Max Hours of Accrual/Year
Year 1 through Year 4	.03846	80
Year 5 through 10	.0577	120
Year 11	.0615	128
Year 12	.0654	136
Year 13	.0692	144
Year 14	.0731	152
Year 15	.0769	160
Year 16	.0808	168
Year 17	.0846	176
Year 18	.0885	184
Year 19	.0923	192
Year 20	.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 one hundred sixty (160) 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.** Unit 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 1<sup>st</sup> 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 unit 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 (3<sup>rd</sup> Monday in February)
  3. Memorial Day (last Monday in May)
  4. Independence Day (July 4<sup>th</sup>)
  5. Labor Day (1<sup>st</sup> Monday in September)
  6. Thanksgiving Day (4<sup>th</sup> 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 eight (8) 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.
- 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 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 \$150 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 \$150 per pair.
3. 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 \$100 per pair. The District will increase the uniform allowance for Patrol Officers from two (2) to three (3) uniforms per year.
4. 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 \$100 per pair.

#### **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; (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.** Unless otherwise defined, 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 complaint has not been satisfactorily resolved, the employee shall have the right within five (5) days to discuss the complaint informally with the supervisor's immediate superior. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
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, file a written appeal to the District Board of Directors. In closed session, the Board shall review the grievance and shall have the option of granting the grievance or denying the grievance. 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. Proof of service shall be accomplished by certified mail or personal service.

## **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.** Unless otherwise defined, 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 designee) in writing or by personal interview. 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 Formal Levels of the Grievance Procedure (Article XVI B.2.) within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Appeal from a Severe Disciplinary Action.** 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 when such action is to result in demotion, suspension without pay, reduction in compensation or discharge. 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 suspension;
  - 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 latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response 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 request must be filed by the Union with the District's General Manager.
  - b. If, within the five (5) day appeal period the Union does not file said 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. 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 follow that organization's selection procedure.
- 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; 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 respondent 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, or discharging the employee.
- f. Mutually incurred costs for the Hearing Officer Procedure 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 or the 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 unit employees for disciplinary appeals.

## **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 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 unit 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 employer 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 o 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.

**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, 2018 and expire in its entirety at midnight on December 31, 2020.

**B. Reopener.** Either party may reopen this Agreement during the month of September 2020 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, 2018 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:**

\_\_\_\_\_  
Mark Martin, Chief Negotiator  
Chief Negotiator / General Manager

**FOR THE UNION:**

\_\_\_\_\_  
Darren Semore, Chief Negotiator

\_\_\_\_\_  
Sean Montgomery, Team Member

\_\_\_\_\_  
Tom Coyle, Team Member

\_\_\_\_\_  
Russ Burns, Business Manager

\_\_\_\_\_  
Dan Redding, President

\_\_\_\_\_  
Pete Figueirido, Vice President

\_\_\_\_\_  
Jim Sullivan, Recording Corresponding Secretary

\_\_\_\_\_  
Steve Ingersoll, Financial Secretary

\_\_\_\_\_  
Justin Diston, Treasurer

\_\_\_\_\_  
Tim Neep, Director of Public Employees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved by the Rancho Murieta Community Services District Board of Directors.**

\_\_\_\_\_  
Mark Pecotich, Board President

\_\_\_\_\_  
Date