

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

May 15, 2024, to December 31, 2026

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2024-2026 Memorandum of Understanding
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

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

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

ARTICLE II AUTHORIZED AGENTS

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

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

ARTICLE III RECOGNITION

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

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol pursuant to Addendum C of the Operating Engineers 3 Master Labor Agreement (dated 2023-2026 excluding Section VII (D) Permissive Testing: Unannounced Random Testing) (see Attachment B) to determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions;

to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

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

ARTICLE VI PROBATIONARY PERIOD

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

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work week of full-time 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 9/80) 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. **9/80 Schedule.** A 9/80 work schedule consists of a total of eight nine-hour days, one eight-hour day, and one scheduled day off every other week. The eight-hour day must be on the same day of the week as the scheduled day off. For employees on a 9/80 schedule, the work week begins four hours into the eight-hour day on one week and ends at the same time of the scheduled day off the following week, for a total of 40 hours every work week. This prevents the employee from accruing overtime as a result of the 9/80 alternate work week schedule. Employees may not alter their schedule in any way that modifies the work week or results in the employee working more than 40 hours per week.
- C. **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 that starts February 24, 2024, a five-and one-half percent (5.5%) salary range increase for all represented classifications.
2. Effective with the pay period in which January 1, 2025, falls, a two-and one-half percent (2.5%) salary range increase for all represented classifications.
3. Effective with the pay period in which January 1, 2026, falls, a two-and one-half percent (2.5%) salary range increase for all represented classifications. The employee wage schedule for 2024-26 is shown on Attachment A.
4. Classic employees shall contribute at the rate established by PERS [currently seven percent (7%)]. The District will continue to pay the Employer Contribution to PERS for each represented employee. Effective as of date identified in Article XXI: Term of Agreement (C) Effective Date of Changes.
5. PEPRA employees shall contribute at the rate established by PERS [currently seven and three-quarters percent (7.75%)]. The District will continue to pay the Employer Contribution to PERS for each represented employee. Effective as of date identified in Article XXI: Term of Agreement (C) Effective Date of Changes.

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

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re- evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
 2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides for at least a five percent (5%) increase in pay.
- B. **Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

C. Certificate Pay.

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

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

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

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

D. Paid Benefits

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

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

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

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

E. Incentive Pay

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee

who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.

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

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

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

ARTICLE IX OVERTIME

A. Definitions

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 federal Fair Labor Standards Act (FLSA) purposes as necessary. Employees assigned to a 9/8/80 schedule work four shifts of nine hours in each workweek, as well as one shift of eight hours on a designated alternating Friday flex day. The work period begins half-way through the eight-hour flex day and the corresponding alternate day off. In other words, each 14-day pay period, employees will work eight shifts of nine hours and one shift of eight hours with 40-hours of scheduled work each work period.

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.

Overtime Compensation.

Employees who have 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 work 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. Any hours worked past the daily scheduled shift shall be paid as overtime.

ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:
 - a. Be ready to respond in a reasonable time to calls for her/his service;
 - b. Be readily available at all hours by telephone or other communication devices; and
 - c. Refrain from activities which might impair her/his assigned duties upon call.

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

B. Call Back

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

ARTICLE XI VACATION LEAVE

- A. **Accrual.** Full-time employees accrue vacation leave credits for each regular hour paid based on the schedule below.
- B. **Schedule of Accrual.** The accrual rates mirror the rates included in the Personnel Manual updated in November of 2021; and
- C. **Maximum Accrual.** No employee shall be allowed to carry forward from one calendar year to the next more than 400 hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.

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

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

ARTICLE XII SICK LEAVE

- A. Accrual.** All employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty- eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.
- The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.
- G. Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

- A. Paid Holidays for Regular Full-Time Employees.** The following shall be paid holidays for eligible employees:
1. New Year's Day
 2. President's Day (3rd Monday in February)
 3. Memorial Day (last Monday in May)
 4. Independence Day (July 4th)
 5. Labor Day (1st Monday in September)
 6. Thanksgiving Day (4th Thursday in November)
 7. Day after Thanksgiving
 8. Christmas Day
 9. Four personal holidays (see below)

- B. Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.
- C. Holiday Pay.**
 Employees assigned to a 9/80 schedule will be credited for nine (9) hours for District observed holidays.
 Employees assigned to a 5/8 schedule will be credited for eight (8) hours for District observed holidays.
- 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, an 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.
 Employees assigned to a 9/80 schedule will be credited with four personal holidays at nine (9) hours each.
 Employees assigned to a 5/8 schedule will be credited with four personal holidays at eight (8) hours each.

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:
 1. 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. **Utility Worker:** the District shall reimburse for safety boots two (2) times per calendar year, at a maximum of \$200 per pair.
 2. **Plant Operators:** the District shall reimburse for safety boots one (1) time per calendar year, at a maximum of \$200 per pair.
 3. **Patrol Officers:** the District shall reimburse for safety boots one (1) time per calendar year, at a maximum of \$150 per pair. The District will issue a purchase order to uniform company & it must be used within 1 month (30 days).

C. Uniforms

1. **Utility Workers** – the District shall provide rented uniforms for each employee.
2. **Plant Operators** - the District shall provide rented uniforms for each employee.
3. **Patrol Officer** – The District will purchase directly three (3) uniforms per year.
4. **Gate Officers** - Effective July 1, 2024, and then on or about July 1 each subsequent year, the District will provide four (4) new polo shirts for each employee. Employees are responsible for providing their own clean, intact pants and shoes (no rips or tears). Those employees currently in possession of District-provided Security Uniforms may wear them until December 31, 2025.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

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

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee may file a formal grievance pursuant to subsection 2.
2. **Formal Levels**
Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or

designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

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

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

C. General Provisions

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

ARTICLE XVII DISCIPLINARY ACTION

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

denying the appeal. Such response shall be final.

- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first two levels of the formal grievance procedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Severe Disciplinary Action – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:
1. **Notice.** The employee shall be advised in writing of proposed disciplinary action. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the severe discipline;
 - e. A statement of the employee's right to representation; and
 - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
 2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
 3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the representative shall provide to the employee affected, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or reasons for the appeal.
 - b. If, within the five (5) day appeal period the Union does not file a written notice of appeal, the action of the management representative shall be considered conclusive.
 4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of

the appeal. The parties may adjust these deadlines by mutual written consent. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.

- a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
- b. All hearings shall be conducted in private.
- c. The hearing shall be conducted in a manner most conducive to determination of the truth.
- d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.
- f. The Hearing Officer costs shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District and Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

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

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

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

The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such

conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

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

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

B. Discipline.

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

C. Remedies for Breach.

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

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

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

B. No Interim Bargaining.

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

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

C. Modification.

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

D. Waiver.

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

term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

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

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

ARTICLE XX SAVINGS PROVISION

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

ARTICLE XXI TERM OF AGREEMENT

- A. Term.** The District and the Union agree that the term of this Agreement shall commence on May 15, 2024, and expire in its entirety on December 31, 2026.
- B. Reopener.** Either party may reopen this Agreement during the month of September 2026 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 day of the signing, with the exception of the provisions of Article VIII, Compensation and Benefits, Section A. Wages and Adjustments, Items 1 -5, which will be retroactive to the payroll period starting on February 24, 2024.

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

FOR THE DISTRICT:

Mimi Morris

Melinda (Mimi) Morris,
Chief Negotiator/General Manager

FOR THE UNION:

Mike DeAnda 5-13-24

Mike DeAnda, Chief Negotiator

Karen Hessler
Karen Hessler, Team Member

Cory Xavier
Cory Xavier, Team Member

Dan Redding
Dan Redding, Business Manager

Justin Diston
Justin Diston, President

Bruce Noel
Bruce Noel, Vice President

Dave Harrison
Dave Harrison, Recording Corresponding Secretary

Nate Tucker
Nate Tucker, Financial Secretary

Jim Jacobs
Jim Jacobs, Treasurer

Tim Neep
Tim Neep, Director of Public Employees

5/16/24

Date

5-13-24

Date

Approved by the Rancho Murieta Community Services District Board of Directors

Timothy E. Maybee
Timothy E. Maybee, Board President

3/16/24
Date

ATTACHMENT A: LIST OF REPRESENTED CLASSIFICATIONS

CLASS CODE # 6001: ACCOUNTING TECHNICIAN

CLASS CODE # 6002: ACCOUNTANT

CLASS CODE # 6003: OFFICE TECHNICIAN

CLASS CODE # 6004: EQUIPMENT MECHANIC

CLASS CODE # 6005: PLANT OPERATOR III

CLASS CODE # 6006: PLANT OPERATOR II

CLASS CODE # 6007: PLANT OPERATOR I

CLASS CODE # 6008: OPERATOR IN TRAINING

CLASS CODE # 6009: UTILITY WORKER III

CLASS CODE # 6010: UTILITY WORKER II

CLASS CODE # 6011: UTILITY WORKER I

CLASS CODE # 6012: PATROL OFFICER II

CLASS CODE # 6013: PATROL OFFICER I

CLASS CODE # 6014: GATE OFFICER II

CLASS CODE # 6015: GATE OFFICER I

SALARY SCHEDULE BY CLASS

5/20/2024

CLASS NAME: ACCOUNTING TECHNICIAN

		1.055	1.025	1.025			1.055	1.025	1.025		
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026	
	_01	\$26.29	\$27.74	\$28.43	\$29.14		_01	\$54,683	\$57,699	\$59,134	\$60,611
	_02	\$27.61	\$29.13	\$29.86	\$30.61		_02	\$57,429	\$60,590	\$62,088	\$63,648
	_03	\$28.99	\$30.58	\$31.34	\$32.12		_03	\$60,299	\$63,627	\$65,187	\$66,830
	_04	\$30.44	\$32.11	\$32.91	\$33.73		_04	\$63,315	\$66,810	\$68,453	\$70,179
	_05	\$31.96	\$33.72	\$34.56	\$35.42		_05	\$66,477	\$70,158	\$71,885	\$73,694
	_06	\$33.56	\$35.41	\$36.30	\$37.21		_06	\$69,805	\$73,674	\$75,483	\$77,376

CLASS NAME: ACCOUNTANT

		1.055	1.025	1.025			1.055	1.025	1.025		
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026	
	_01	\$30.84	\$32.54	\$33.35	\$34.18		_01	\$64,147	\$67,683	\$69,368	\$71,094
	_02	\$32.38	\$34.16	\$35.01	\$35.89		_02	\$67,350	\$71,074	\$72,842	\$74,651
	_03	\$34.00	\$35.87	\$36.77	\$37.69		_03	\$70,720	\$74,630	\$76,482	\$78,374
	_04	\$35.70	\$37.66	\$38.60	\$39.57		_04	\$74,256	\$78,354	\$80,309	\$82,285
	_05	\$37.49	\$39.55	\$40.54	\$41.55		_05	\$77,979	\$82,264	\$84,323	\$86,403
	_06	\$39.36	\$41.52	\$42.56	\$43.62		_06	\$81,869	\$86,382	\$88,546	\$90,730

CLASS NAME: OFFICE TECHNICIAN

		1.055	1.025	1.025			1.055	1.025	1.025		
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026	
	_01	\$19.89	\$20.98	\$21.50	\$22.04		_01	\$41,371	\$43,638	\$44,720	\$45,843
	_02	\$20.88	\$22.03	\$22.58	\$23.14		_02	\$43,430	\$45,822	\$46,966	\$48,131
	_03	\$21.93	\$23.14	\$23.72	\$24.31		_03	\$45,614	\$48,110	\$49,317	\$50,544
	_04	\$23.02	\$24.29	\$24.90	\$25.52		_04	\$47,882	\$50,523	\$51,792	\$53,082
	_05	\$24.18	\$25.51	\$26.15	\$26.80		_05	\$50,294	\$53,040	\$54,392	\$55,744
	_06	\$25.38	\$26.78	\$27.45	\$28.14		_06	\$52,790	\$55,702	\$57,117	\$58,531

CLASS NAME: EQUIPMENT MECHANIC

		1.055	1.025	1.025			1.055	1.025	1.025		
HOURLY RATES	Step	2023	2024	2025	2026	ANNUAL PAY	2023	2024	2025	2026	
	_01	\$31.74	\$33.49	\$34.33	\$35.19		_01	\$66,019	\$69,659	\$71,406	\$73,195
	_02	\$33.33	\$35.16	\$36.04	\$36.94		_02	\$69,326	\$73,133	\$74,984	\$76,856
	_03	\$34.92	\$36.84	\$37.76	\$38.70		_03	\$72,634	\$76,794	\$78,728	\$80,704
	_04	\$36.51	\$38.52	\$39.48	\$40.47		_04	\$75,941	\$80,642	\$82,659	\$84,739
	_05	\$38.09	\$40.18	\$41.18	\$42.21		_05	\$79,227	\$84,677	\$86,798	\$88,982
	_06	\$39.68	\$41.86	\$42.91	\$43.98		_06	\$82,534	\$88,920	\$91,146	\$93,434

CLASS NAME: PLANT OPERATOR III										
HOURLY RATES	Step	1.055	1.025	1.025	Step	1.055	1.025	1.025		
		2023	2024	2025		2026	2023	2024	2025	2026
	_01	\$34.45	\$36.34	\$37.25	\$38.18	_01	\$71,656	\$75,587	\$77,480	\$79,414
	_02	\$36.17	\$38.16	\$39.11	\$40.09	_02	\$75,234	\$79,373	\$81,349	\$83,387
	_03	\$37.89	\$39.97	\$40.97	\$41.99	_03	\$78,811	\$83,346	\$85,426	\$87,547
	_04	\$39.62	\$41.80	\$42.85	\$43.92	_04	\$82,410	\$87,506	\$89,690	\$91,915
_05	\$41.34	\$43.61	\$44.70	\$45.82	_05	\$85,987	\$91,874	\$94,182	\$96,512	
_06	\$43.06	\$45.43	\$46.57	\$47.73	_06	\$89,565	\$96,470	\$98,883	\$101,338	

CLASS NAME: PLANT OPERATOR II										
HOURLY RATES	Step	1.055	1.025	1.025	Step	1.055	1.025	1.025		
		2023	2024	2025		2026	2023	2024	2025	2026
	_01	\$31.43	\$33.16	\$33.99	\$34.84	_01	\$65,374	\$68,973	\$70,699	\$72,467
	_02	\$33.00	\$34.82	\$35.69	\$36.58	_02	\$68,640	\$72,426	\$74,235	\$76,086
	_03	\$34.57	\$36.47	\$37.38	\$38.31	_03	\$71,906	\$76,045	\$77,938	\$79,893
	_04	\$36.14	\$38.13	\$39.08	\$40.06	_04	\$75,171	\$79,851	\$81,827	\$83,886
_05	\$37.71	\$39.78	\$40.77	\$41.79	_05	\$78,437	\$83,845	\$85,925	\$88,088	
_06	\$39.28	\$41.44	\$42.48	\$43.54	_06	\$81,702	\$88,046	\$90,230	\$92,498	

CLASS NAME: PLANT OPERATOR I										
HOURLY RATES	Step	1.055	1.025	1.025	Step	1.055	1.025	1.025		
		2023	2024	2025		2026	2023	2024	2025	2026
	_01	\$26.98	\$28.46	\$29.17	\$29.90	_01	\$56,118	\$59,197	\$60,674	\$62,192
	_02	\$28.33	\$29.89	\$30.64	\$31.41	_02	\$58,926	\$62,150	\$63,710	\$65,312
	_03	\$29.68	\$31.31	\$32.09	\$32.89	_03	\$61,734	\$65,250	\$66,893	\$68,578
	_04	\$31.03	\$32.74	\$33.56	\$34.40	_04	\$64,542	\$68,515	\$70,242	\$72,010
_05	\$32.38	\$34.16	\$35.01	\$35.89	_05	\$67,350	\$71,947	\$73,757	\$75,608	
_06	\$33.73	\$35.59	\$36.48	\$37.39	_06	\$70,158	\$75,546	\$77,438	\$79,394	

CLASS NAME: OPERATOR IN TRAINING										
HOURLY RATES	Step	1.055	1.025	1.025	Step	1.055	1.025	1.025		
		2023	2024	2025		2026	2023	2024	2025	2026
	_01	\$23.51	\$24.80	\$25.42	\$26.06	_01	\$48,901	\$51,584	\$52,874	\$54,205
	_02	\$24.69	\$26.05	\$26.70	\$27.37	_02	\$51,355	\$54,163	\$55,515	\$56,909
	_03	\$25.86	\$27.28	\$27.96	\$28.66	_03	\$53,789	\$56,867	\$58,282	\$59,758
	_04	\$27.04	\$28.53	\$29.24	\$29.97	_04	\$56,243	\$59,717	\$61,194	\$62,754
_05	\$28.12	\$29.67	\$30.41	\$31.17	_05	\$58,490	\$62,712	\$64,251	\$65,894	
_06	\$29.39	\$31.01	\$31.79	\$32.58	_06	\$61,131	\$65,853	\$67,454	\$69,181	

CLASS NAME: UTILITY WORKER III										
		1.055		1.025		1.025				
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026
	_01	\$28.40	\$29.96	\$30.71	\$31.48	_01	\$59,072	\$62,317	\$63,877	\$65,478
	_02	\$29.82	\$31.46	\$32.25	\$33.06	_02	\$62,026	\$65,437	\$67,080	\$68,744
	_03	\$31.24	\$32.96	\$33.78	\$34.62	_03	\$64,979	\$68,702	\$70,429	\$72,176
	_04	\$32.66	\$34.46	\$35.32	\$36.20	_04	\$67,933	\$72,134	\$73,944	\$75,795
	_05	\$34.08	\$35.95	\$36.85	\$37.77	_05	\$70,886	\$75,733	\$77,646	\$79,581
	_06	\$35.50	\$37.45	\$38.39	\$39.35	_06	\$73,840	\$79,518	\$81,536	\$83,554

CLASS NAME: UTILITY WORKER II										
		1.055		1.025		1.025				
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026
	_01	\$25.82	\$27.24	\$27.92	\$28.62	_01	\$53,706	\$56,659	\$58,074	\$59,530
	_02	\$27.11	\$28.60	\$29.32	\$30.05	_02	\$56,389	\$59,488	\$60,986	\$62,504
	_03	\$28.40	\$29.96	\$30.71	\$31.48	_03	\$59,072	\$62,462	\$64,043	\$65,624
	_04	\$29.69	\$31.32	\$32.10	\$32.90	_04	\$61,755	\$65,582	\$67,246	\$68,910
	_05	\$30.98	\$32.68	\$33.50	\$34.34	_05	\$64,438	\$68,869	\$70,616	\$72,363
	_06	\$32.28	\$34.06	\$34.91	\$35.78	_06	\$67,142	\$72,322	\$74,152	\$75,982

CLASS NAME: UTILITY WORKER I										
		1.055		1.025		1.025				
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026
	_01	\$22.37	\$23.60	\$24.19	\$24.79	_01	\$46,530	\$49,088	\$50,315	\$51,563
	_02	\$23.49	\$24.78	\$25.40	\$26.04	_02	\$48,859	\$51,542	\$52,832	\$54,142
	_03	\$24.61	\$25.96	\$26.61	\$27.28	_03	\$51,189	\$54,122	\$55,474	\$56,846
	_04	\$25.73	\$27.15	\$27.83	\$28.53	_04	\$53,518	\$56,826	\$58,240	\$59,696
	_05	\$26.85	\$28.33	\$29.04	\$29.77	_05	\$55,848	\$59,675	\$61,152	\$62,691
	_06	\$27.96	\$29.50	\$30.24	\$31.00	_06	\$58,157	\$62,650	\$64,210	\$65,832

CLASS NAME: PATROL OFFICER II										
		1.055		1.025		1.025				
HOURLY RATES	Step	2023	2024	2025	2026	Step	2023	2024	2025	2026
	_01	\$26.03	\$27.46	\$28.15	\$28.85	_01	\$54,140	\$57,117	\$58,552	\$60,008
	_02	\$27.33	\$28.83	\$29.55	\$30.29	_02	\$56,847	\$59,966	\$61,485	\$63,003
	_03	\$28.70	\$30.28	\$31.04	\$31.82	_03	\$59,690	\$62,962	\$64,563	\$66,144
	_04	\$30.13	\$31.79	\$32.58	\$33.39	_04	\$62,674	\$66,102	\$67,787	\$69,451
	_05	\$31.64	\$33.38	\$34.21	\$35.07	_05	\$65,808	\$69,410	\$71,178	\$72,925
	_06	\$0.00	\$0.00	\$0.00	\$0.00	_06	\$0	\$72,883	\$74,734	\$76,565

CLASS NAME: PATROL OFFICER I

HOURLY RATES	Step	1.055	1.025	1.025	
		2023	2024	2025	2026
	_01	\$19.56	\$20.64	\$21.16	\$21.69
	_02	\$20.78	\$21.92	\$22.47	\$23.03
	_03	\$22.01	\$23.22	\$23.80	\$24.40
	_04	\$23.23	\$24.51	\$25.12	\$25.75
	_05	\$24.45	\$25.79	\$26.43	\$27.09
	_06	\$0.00	\$0.00	\$0.00	\$0.00

ANNUAL PAY	Step	1.055	1.025	1.025	
		2023	2024	2025	2026
	_01	\$40,685	\$42,931	\$44,013	\$45,115
	_02	\$43,222	\$45,074	\$46,218	\$47,362
	_03	\$45,781	\$47,320	\$48,526	\$49,733
	_04	\$48,318	\$49,691	\$50,960	\$52,229
	_05	\$50,856	\$52,166	\$53,518	\$54,850
	_06	\$0	\$54,766	\$56,202	\$57,595

CLASS NAME: GATE OFFICER II

HOURLY RATES	Step	1.055	1.025	1.025	
		2023	2024	2025	2026
	_01	\$21.88	\$23.08	\$23.66	\$24.25
	_02	\$22.97	\$24.23	\$24.84	\$25.46
	_03	\$24.12	\$25.45	\$26.09	\$26.74
	_04	\$25.33	\$26.72	\$27.39	\$28.07
	_05	\$26.59	\$28.05	\$28.75	\$29.47
	_06	\$0.00	\$0.00	\$0.00	\$0.00

ANNUAL PAY	Step	1.055	1.025	1.025	
		2023	2024	2025	2026
	_01	\$45,510	\$48,006	\$49,213	\$50,440
	_02	\$47,778	\$50,398	\$51,667	\$52,957
	_03	\$50,170	\$52,915	\$54,246	\$55,598
	_04	\$52,686	\$55,557	\$56,950	\$58,386
	_05	\$55,307	\$58,344	\$59,800	\$61,298
	_06	\$0	\$61,256	\$62,795	\$64,355

CLASS NAME: GATE OFFICER I

HOURLY RATES	Step	1.055	1.025	1.025	
		2023	2024	2025	2026
	_01	\$15.51	\$16.36	\$16.77	\$17.19
	_02	\$16.48	\$17.39	\$17.82	\$18.27
	_03	\$17.45	\$18.41	\$18.87	\$19.34
	_04	\$18.42	\$19.43	\$19.92	\$20.42
	_05	\$19.39	\$20.46	\$20.97	\$21.49
	_06	\$0.00	\$0.00	\$0.00	\$0.00

ANNUAL PAY	Step	1.055	1.025	1.025	
		2023	2024	2025	2026
	_01	\$32,261	\$34,029	\$34,882	\$35,755
	_02	\$34,278	\$35,734	\$36,629	\$37,544
	_03	\$36,296	\$37,523	\$38,459	\$39,416
	_04	\$38,314	\$39,395	\$40,373	\$41,392
	_05	\$40,331	\$41,371	\$42,390	\$43,472
	_06	\$0	\$43,430	\$44,512	\$45,656

OPERATING ENGINEERS
MASTER AGREEMENT (2023-2026)
ADDENDUM “C”
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

OPERATING ENGINEERS MASTER AGREEMENT 2023-2026

ADDENDUM "C"

JOINT LABOR MANAGEMENT SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:
- Operating Engineers Local Union No. 3
1620 South Loop Road
Alameda, CA 94502
(FAX: [510] 748-7401)
- B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.
- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

- A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury. The Individual Employer and the Union therefore adopt this Policy. The intent of the Policy is threefold:
1. To maintain a safe, drug and alcohol free workplace;
 2. To maintain our work force at its maximum effectiveness; and
 3. To provide confidential referral to the Assistance & Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
 2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse effect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released

until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the Employer shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, marijuana (THCA), opioids, cocaine, phencyclidines (PCP) and amphetamines, or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol.

An Employee who is unable to provide a urine sample will be offered up to 40 ounces of water over a three hour period. It is not a refusal to test if the employee declines. If the employee is unable to provide a sufficient amount of urine the MRO will be notified and the employee will be directed to obtain, within 5 days, an evaluation from a licensed MRO approved physician. If there is no medical explanation, it is a refusal to test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any

Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained Management Representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained Management Representative's observations and conclusions must be confirmed by another trained Management Representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Report Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union Representative (including a Steward) and allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work-related accidents involving property damage or bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. **UNANNOUNCED RANDOM TESTING CLAUSE REMOVED FOR RMCS:OE3 MOU 2024-2026**

E. **DOT REGULATED EMPLOYEES**

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

F. **OWNER/AWARDING AGENCY REQUIREMENTS**

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

G. **QUICK TESTS**

The parties agree to allow the Employers to use, on an individual basis, an oral or urine quick test approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures for the oral test (including the oral screen – OSR device) and the urine test shall be conducted in a manner consistent with the product manufacturer's specifications; in an effort to produce the most consistent and accurate results possible. Dispatched members who fail this saliva or urine test will be sent for standard urine testing. When the Individual Employer conducts the oral screen, a negative result may be accepted and the applicant may be put to work with no further testing required. A non-negative (inconclusive) result will subject the applicant to the Standard Procedures in this Agreement.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Section VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

Any Employee who fails to come forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall not be eligible for the reemployment provisions of this Section XI.

Any Employee who comes forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall be subject to reemployment as follows. The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. The Individual Employer will not be required to lay-off any current Employee, in order to re-employ the Employee. If the Individual Employer does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available.

The Employee will be subject to a return-to-work agreement. The Individual Employer and the Employee will enter into a return to work agreement. The Employee may request Union representation. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP or the treatment provider, as the case may be, deems appropriate. The Individual Employer will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. The Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. This procedure shall be followed on a consistent basis. Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The ARP Board of Directors shall be empowered to periodically review and update testing procedures.

XII. NON-DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

FORM "A"
EMPLOYEE CONSENT AND RELEASE FORM

I, _____, have been directed by my employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Marijuana (THCA), Opioids, Phencyclidine, and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work-related accident involving property damage, bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union Representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union Representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 Collective Bargaining Agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my employer's policies which pertain to my employment.

- I previously have received a copy of the Policy.
- My employer has provided me with a copy of the Policy.

(Employee Signature)

(Employee Name [Please Print])

(Date)

Witness:

(Witness Signature)

(Witness Name [Please Print])

(Date)

FORM "B"
INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: Yes No

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation: _____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____