

Memorandum of Understanding
Between
Las Gallinas Valley Sanitary District
and
Operating Engineers Local 3
July 1, 2023 to June 30, 2026



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MEMORANDUM OF UNDERSTANDING
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL 3

July 1, 2023 – June 30, 2026

Preamble

This Memorandum of Understanding (MOU) is entered into by and between Operating Engineers Local 3 (Union) and the Las Gallinas Valley Sanitary District (District). The MOU is entered into pursuant to the Meyer-Milias-Brown Act (Government Code Section 3500-3510).

Section 1. Employer-Employee Rights

Employees of the District shall have the right to form, join and participate in activities of the employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the District also have the right to refuse to join or participate in the activities of the employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee nor their representative shall be interfered with intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of their exercise of these rights.

1.1 Labor Management Committee

The District shall establish a Labor Management Committee. The Committee shall be comprised of two (2) representatives who are members of the Union and two (2) District representatives selected by management.

In addition to the committee members listed above a representative from the Union professional staff and the District's labor representative may attend the committee meetings. The Committee may mutually agree to invite District employees or experts to attend the committee meeting.

The Labor Management Committee shall be scheduled to meet three (3) times a year. If there are no agenda items submitted by either party prior to the scheduled meeting date the Labor Management Committee meeting shall be postponed until the next regularly scheduled meeting date. The Labor Management Committee meetings can be scheduled more often than three (3) time a year if necessary.

Section 2. Employment Classification

2.1 Employment

Nothing set forth in this section should be read to guarantee continued or permanent employment to any employee.

2.2 New Hires

The first year of continuous employment by the District is considered a probationary period. During this time, the employee will learn their responsibilities, get acquainted with fellow employees and determine whether they are satisfied with their job. At the same time the employee's supervisor will monitor their performance and have the opportunity to determine whether the employee is adapting to their new work at the District.

At approximate intervals of 3 months, 6 months, 9 months and 11 ½ months of service the supervisor will review the employee's performance and discuss the District's and the employee's job goals. If the employee's performance is found to be satisfactory and the District decides to continue employment, the employee will be given written notice of an employment status change to regular employee. The supervisor may recommend that the General Manager approve an extension of the probationary period (not to exceed an additional six months) or recommend that employment be discontinued.

2.3 Regular Full-time Employees

Regular full-time employees are those who are normally scheduled to work forty (40) hours per week. Regular full-time employees are eligible for the benefits described in this MOU.

2.4 Regular Part-time Employees

Regular part-time employees are those who are normally scheduled to work less than forty (40) but not less than twenty (20) hours per week. Regular part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time employees are eligible for the insurance benefits described in this MOU but are not eligible for vacation, sick leave or any other leave benefit that is not mandated by law.

2.5 Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments are generally for periods of less than six months. However, such assignments may be extended. Temporary employees may be hired for special projects or to assist in emergencies such as civil or natural disasters.

Temporary employees are not eligible for employee benefits except where mandated by applicable law.

2.6 Casual Employees

Casual employees are employees who are hired to work less than twenty (20) hours per week. Casual employees may be assigned a work schedule in advance or may work on an as needed basis. Casual employees are not eligible for benefits or employer contribution to insurance programs.

The use of Casual Employees is not intended to replace full-time employees.

Section 3. Schedules, Wages and Special Pay

3.1 Job Duties

The District maintains job descriptions that describe the responsibilities and duties of each position.

3.2 Residence Requirements

Employees are not required to reside within the boundaries of the District. However, because of the need to respond to emergency calls during non-working hours, all Emergency Response designated employees must reside within a 45-minute automobile drive of the District office during non-commute hours.

3.3 Work Schedules and Wages

3.3.1 Work Schedules

The work schedule will be 6:00 am to 3:30 pm Monday through Thursday and 6:00 am to 2:30 pm on alternating Fridays for collections, maintenance, operations, and laboratory classification work groups. The General Manager has the discretion to determine the start and end time of all other classifications. Plant operator schedules include rotational standby duty which may include responding to the plant on Saturdays, Sundays, and holidays.

Alternative 9/80 work schedules are the primary work schedules of the District. Adjustments and flexibility in the work schedule, such as working other alternative schedules or working a traditional 8-hour schedule, can be arranged at mutual agreement between the employee and District management.

The District work schedules are structured in one of the following ways:

1. Alternative 9/80 work schedule: A nine (9) hour workday, four (4) days per week, and an alternating eight (8) hour workday, occurring once every other week. A 9/80 schedule will result in 80 hours worked over a two-calendar week period.
2. Traditional 8-hour schedule: An eight (8) hour workday, five (5) days per week.

All Agency employees shall have an established standard workday and workweek schedule, with daily starting and ending times. Each employee is expected to observe their schedule, by being at work at their defined start time, and to stay at work until their defined ending time.

Work schedules may be modified or waived by the General Manager in the event of an emergency to ensure the safe operation and maintenance of the wastewater collection system, treatment plant, laboratory, and administrative functions.

3.3.2 Lunch and Breaks

Employees are entitled to a thirty (30) minute unpaid lunch break and two fifteen (15) minute paid rest breaks during the workday. An employee may use one fifteen (15) minute break to extend the lunch period to forty-five (45) minutes. An employee is entitled to an unpaid one-half (1/2) hour meal break for every five (5) hour work period. The lunch period should be scheduled at the middle of the work shift, whenever possible.

3.3.3 Workweek Defined

The District workweek is defined in one of the following ways:

1. For employees working the 9/80 schedule, the workweek shall begin four hours into the alternating eight-hour workday and conclude 168 hours later.
2. For employees working the traditional 8-hour schedule, the workweek shall begin at 00:00 hours on Monday and conclude the following Sunday at 24:00 hours.

Each employee choosing to work an alternative work schedule will have their defined workweek communicated in a written agreement with the employee and will be in compliance with FLSA requirements.

3.4 Payment of Wages

Employees are paid biweekly. Paychecks are issued by the District office on Friday for the two week payroll period which ends the preceding Sunday at 24:00 hours (midnight).

3.5 Overtime

Occasionally, non-exempt employees may be required to work overtime. All overtime work must be authorized in advance except when an employee is on standby or is responding to an emergency. The District includes all hours worked and paid time off as eligible hours when calculating overtime. The District compensates for all overtime hours worked by non-exempt employees in accordance with state and federal law. The District has an overtime rounding up/rounding down policy which shall be followed in determining when and how much overtime will be reported.

- All hours worked in excess of an employee’s scheduled workday or forty (40) hours in one (1) workweek will be treated as overtime.
- A workday for overtime calculation begins at 06:00 hours and ends twenty-four (24) hours later.
- Compensation for hours in excess of forty (40) for the workweek, or in excess of employees scheduled workday and not more than twelve (12) for the workday, will be paid at a rate of one-and-one-half times (1.5x) the employee’s base hourly wage rate.
- Compensation for hours in excess of twelve (12) in one (1) workday will be paid at double (2x) the base hourly wage rate.

- Employees required to work Sundays will be paid double the base hourly wage rate for work performed on Sunday.
- Employees who's regularly scheduled workday falls on a paid holiday and who work the holiday will receive holiday pay at one-and-one-half times (1.5x) the employee's base hourly wage rate. Overtime earned for working the holiday will be added to the employee's compensatory time off bank, subject to the accumulation cap in section 15.12.
- Employees who are required to work during their unpaid meal period and receive prior approval from their supervisor shall receive one-and-one-half times (1.5x) the employee's base hourly wage rate for their meal period.

3.6 Standby and Call-Back

Employees scheduled for standby are entitled to premium pay. Employees called back to perform regular or emergency after-hours work are entitled to premium pay.

Non-standby employees physically responding to the plant or pump station after-hours must obtain supervisor or manager approval.

3.6.1 Standby

Employees who are scheduled for standby duty will receive a pay premium of two hours of straight time for each evening the employee is assigned stand-by duty during the work week, Monday through Friday. Employees who are scheduled for standby duty during 1) a weekend (Friday evening through Sunday evening or in the case of an employee on an alternative work schedule (AWS) the evenings of two-to-three consecutive regular days off, or 2) on an actual or observed holiday when the plant is closed, will receive a pay premium of three (3) hours of straight time for each 24-hour period the employee is assigned standby duty. Standby compensation shall be limited to pay only and cannot be converted to compensatory time off.

3.6.2 Weekend and Holiday Standby Coverage for Standby Plant Operators

Standby employees scheduled to work overtime on weekends and holidays are entitled to the following premium pay in addition to daily standby premium pay:

1. Physical Response to the Plant: Employee will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee arrives at the plant and will conclude upon the employee leaving the plant.
2. Remote Monitoring of the Plant: Employee will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate.

3.6.3 Emergency Response Call-Back

Any employee, including a standby employee, who is called back and is required to work are entitled to the following premium pay in addition to daily standby premium pay:

1. Physical Response to a Plant Alarm or Event: Any employee, including a standby employee, who physically responds to the plant or pump station for an alarm, plant emergency or line stoppage, will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee leaves their home and will conclude upon the employees return to their home.
2. Remote Response to a Plant Alarm or Event: Any employee, including a standby employee, who remotely responds to an alarm or plant notification, will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

The responding employee may receive one (1) hour of remote access premium pay up to two (2) hours total for the Stand-by period. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

For a remote access response to qualify it must meet all of the following criteria:

- An alarm must be triggered;
- The assigned person must respond and act; and
- The action taken requires a log book entry.

The log book entry will be made upon returning to the treatment plant to report for scheduled duty or by having another Operator enter the action in the log book, if the responding party will not be returning to the treatment plant before the start of the next day's shift.

The decision to physically respond to the plant or pump stations must be in good judgment.

3.6.4 Emergency Response Stipend

In addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to callouts, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees are defined as emergency response personnel as determined by the

General Manager or their designee, including but, not limited to, employees in the following classifications:

- Plant Operator, Grade I
- Plant Operator, Grade II
- Plant Operator, Grade III
- Plant Operator, Lead
- Plant Operations Supervisor
- Collection Systems Operator
- Collection Systems Operator, Grade I
- Collection Systems Operator, Grade II
- Collections System Operator, Grade III
- Collections System Operator, Lead

Eligible employees shall receive a \$300 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

3.7 Wage Plan

The pay range for each position consists of six steps. Advancement from one step to the next is based on performance, recommendation of an employee's immediate supervisor, and the approval of the General Manager.

3.7.1 First Step

The minimum pay rate and normally the rate at which a new employee is hired.

3.7.2 Second Step

An employee is eligible for an increase to the second step after one year of continuous satisfactory performance.

3.7.3 Third Step

An employee is eligible for a third step increase after one year of satisfactory performance at the second wage step.

3.7.4 Fourth Step

An employee is eligible for a fourth step increase after one year of satisfactory performance at the third wage step.

3.7.5 Fifth Step

An employee is eligible for a fifth step increase after one year of satisfactory performance at the fourth wage step..

3.7.6 Sixth Step

Effective the first full pay period in July 2023, a fully qualified and competent employee is eligible for an increase to this step after one year of satisfactory performance at the fifth step. The sixth step is the maximum pay rate for a position.

Those employees that have completed at least one full year of active employment at the Fifth Step on the effective date of this Agreement will be placed at the Sixth Step.

3.7.7 Certification

Employees who have acquired the minimum certification requirements for a position will be promoted as soon as possible, upon presentation of notification from the certifying agency/organization that the employee has met the minimum requirements or after receipt by the District of the certificate, whichever is sooner, to a higher wage range. For example, an operator with Grade I certification is eligible to be promoted to Operator Grade II position after being notified in writing and presenting said notification to the District or after receiving a Grade II certificate from the certifying agency/organization to the District.

Certification programs recognized by the District are the voluntary California Water Environment Association (CWEA) certification programs for Collection System Maintenance, Mechanical Technology, and Laboratory Technology and the California State Water Resources Control Board Wastewater Operator Certification Program. Employees who pass the certification exam will be reimbursed for the certification examination fees. As a condition of employment all certificates must be kept current. Effective July 1, 2001, the District will reimburse an Employee for the cost associated with the renewal of one (1) of the certificates listed above. The General Manager, at their sole discretion, may approve reimbursement for additional certificate renewals.

3.7.8 Multi-Certification

An employee who has one type of certification(s) and obtains additional certification(s) in “related fields” may be eligible for an immediate certification stipend. “Related fields” is a matter of General Manager determination. Any employee wishing to pursue these step increase(s) needs to confer with the General Manager prior to enrolling in educational courses or pursuing other courses of action to obtain additional certification. The District expects the additional certification will promote cross training and be in areas meaningful and useful to both the employee and the District. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District it may be revoked.

The District will grant a monthly stipend of four hundred fifty dollars (\$450) for DUAL certification. Dual certification should be understood to be certification of one type and one additional certification in a related (but not the same) field. These certifications may be issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency approved by the General Manager.

The District will grant a further monthly stipend of four hundred fifty dollars (\$450) for TRIPLE certification. Triple certification should be understood to be three certifications in related (but not the same) fields. These certifications may be issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency or training approved by the General Manager.”

During June of even years, the District will post the required qualifications for multi-certification compensation for operators, environmental services and line classifications. Once the required qualifications are posted, by the District, the required qualifications may only be changed by mutual agreement between the District and the Union.

3.7.9 Additional Certifications

When an employee obtains a certificate higher than what is required in their job classification series, the employee shall receive a one-time lump sum payment of:

- \$400 for a Grade III
- \$450 for a Grade IV (excluding supervisory positions)
- \$550 for a Grade V

The District shall reimburse an eligible employee one time for the applicable cost of an approved preparatory course to assist the employee in obtaining the Grade III additional certification, the Grade IV additional certification, and/or for the Grade V additional certification.

3.7.10 Longevity Pay

Eligible employees, hired as a permanent full time employee with the District prior to September 7, 2023, will be eligible on the beginning of their 7th year of employment with the District for longevity pay. The longevity pay shall be 5.0% calculated on the employee's base wage rate as shown on the Pay Schedule.

An employee who was hired as a permanent full time employee with the District prior to September 7, 2023, will be eligible upon completion of their 10th year of employment with the District for additional longevity pay. The longevity pay shall be an additional 3.0% calculated on the employee's cumulative wage rate as shown on the Pay Schedule.

Employees hired after May 7, 1997, in the following classifications are not eligible for a longevity pay:

- Laboratory Analyst, Grade I
- Collection System Operator
- Collection System Operator, Grade I
- Skilled Maintenance Worker, Grade I
- Plant Operator in Training
- Plant Operator Grade I

All employees in entry level classifications as noted on the Pay Schedule are not eligible for longevity pay.

Employees hired on or after September 7, 2023, are not eligible for longevity pay under this subsection.

3.7.11 Salary After Promotion or Demotion

When an employee is moved from one class to a class with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new class or receive a minimum of five percent (5%) increase above the salary rate the employee was receiving, whichever is higher; provided, however, that the salary rate received does not exceed the maximum rate for such higher class.

When an employee is moved from one class to a class with a lower maximum salary (demotion), the employee shall be placed at the rate of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

3.7.12 Promotional Probation Period

The probationary period for employees who are promoted shall be for six months.

If an employee is rejected during their promotional probationary period, the employee shall be returned to their former position.

The promotional probation period shall not apply to movements within a flexibility staff classification (Example movement from an Operator Grade I to an Operator Grade II)

For employees who are promoted, their merit increase date shall be changed to the date of their promotion and annually thereafter.

3.8 Salary Increases

3.8.1 Effective the first full pay period following July 1, 2023, the salary ranges for all represented classifications shall increase by five percent (5%) as reflected and listed in Appendix A.

3.8.2 Effective the first full pay period following July 1, 2024, the salary ranges for all represented classifications as listed in Appendix A shall increase by three percent (3%) as reflected and listed in Appendix B.

3.8.3 Effective the first full pay period following July 1, 2025, the salary ranges for all represented classifications as listed in Appendix B shall increase by three percent (3%) as reflected and listed in Appendix C.

3.9 Temporary Out of Classification Assignment

If any position within the District classification ranges is vacant, excluding vacation leaves, for a period of more than two-weeks due to reasons, including but, not limited to, employee sickness or resignation, the General Manager may assign a District employee to assume the responsibilities of the position on a temporary basis. A District employee given a temporary assignment within a higher District classification will be granted a salary increase effective on the date of assignment by the General Manager. The employee's new salary will be an amount equivalent to the employee's current salary range step in the higher classification subject to a maximum of a two-step or 10% increase. This salary

increase remains in effect until the temporary assignment is completed as determined by the General Manager.

3.10 Performance

An employee's performance is reviewed after completion of the one year probationary period and every year thereafter. The employee will be required to sign the performance review report to acknowledge that it has been presented to the employee. Based on these reviews, the General Manager will grant or not grant a wage step increase. Base wage step increases granted shall be retroactive to the employee's applicable anniversary date for the evaluation period covered.

3.11 Supervisor Cell Phone Reimbursement

Supervisors who choose to use their personal cell phone for District related business in place of a District provided cell phone are eligible for reimbursement of \$25 per month.

Eligible Supervisor positions are as follows:

- Assistant/Associate Engineer
- Environmental Services Supervisor
- Plant Operations Supervisor
- Maintenance Supervisor

Supervisors participating in the Supervisor Cell Phone Reimbursement will be required to abide by the Supervisor Cell Phone Reimbursement Policy.

The District may terminate the program at the discretion of the General Manager.

3.12 Salary Survey

The District will contract with an outside consultant at its cost to have a total compensation salary benchmark survey of bargaining unit classifications with comparable agencies completed by December 31, 2025. The District will consult with the Union for input and comment on the selection of the consultant and development of the survey criteria including comparable agencies recommended by the consultant and the positions selected as the benchmark classifications to be surveyed. The District and the bargaining unit will rely on the expertise and recommendations of the expert consultant with input from the parties. The final survey will be provided to the parties for their use in successor MOU negotiations for information and data purposes only, the results of the survey shall not be implemented except as negotiated and agreed to by the parties in their successor MOU negotiations.

Section 4. Reduction in Workforce

The Board may lay off an employee of the District upon one month's written notice because of material change in duties or organization or shortage of work or funds.

An employee who is laid off from the District, whose performance evaluation demonstrate that they had at least satisfactory service during their tenure with the District shall be placed on a reemployment list for 18 months after their separation from service due to lay off. Employees on the reemployment list shall be offered employment with the District in inverse order of their placement on the reemployment list.

Section 5. Discipline

The General Manager may suspend, demote, reduce in pay or discharge any regular employee for just cause.

An employee is entitled to Union representation in accordance with the Weingarten Rights.

Section 6. Grievance Procedure

6.1 Definition

A grievance is any dispute which involves the suspension, discharge, disciplinary pay reduction or demotion of an employee, the interpretation or application of a policy (policies may only be appealed to the General Manager's level) or the interpretation or application of any provision of this MOU. A grievance may be filed by an employee in their own behalf, or jointly by a group of employees or by the Union.

6.2 Procedure

A grievance shall be filed according to the following procedures:

6.2.1 Immediate Supervisor

Any employee who believes that they have a grievance may, within five (5) working days of the event-giving rise to the grievance, present the grievance informally either orally or in writing to the Immediate Supervisor. Grievances not presented within the time period shall be deemed to be waived and the event-giving rise to the grievance shall remain unaltered in any respect. The Supervisor shall meet with the grievant to settle the grievance and if not resolved orally, give a written answer to the grievant within ten (10) working days from the receipt of the grievance by the supervisor.

6.2.2 General Manager

Any grievance which has not been resolved by the procedures set forth above may be referred to the General Manager by the grievant in writing within five (5) working days from the receipt of the Immediate Supervisor's answer and the specific issues involved shall be detailed in such referral together with a statement of the resolution which is desired. The General Manager or their personal representative shall investigate the merits of the complaint, meet with the grievant and Union representative to settle such grievance (or, if the personal representative of the General Manager, to make recommendations thereon to the General Manager) within twenty (20) working days following the meeting(s).

6.2.3 Mediation

Any grievance which has not been resolved by the procedures set forth above may be referred to mediation by the grievant in writing within five (5) working days from receipt of the General Manager's answer. The General Manager or their representative will contact the State Mediation and Conciliation Division and request that a Mediator be assigned. The initial mediation session should occur within twenty (20) working days.

6.2.4 Board of Directors

Any grievance which has not been resolved by the procedures set forth above may be appealed in writing to the Board of Directors within five (5) working days from the conclusion of Mediation. Upon receipt of an appeal, the Board of Directors shall discuss the grievance with the employee, the employee's representative, if any, and other appropriate people. The Board of Directors may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the District's attorney to render advice concerning the appeal. Within twenty (20) working days, the Board of Directors shall render a formal decision, in writing, to the employee. Such a decision shall be final and binding.

The Board shall not be empowered to add to, subtract from, or in any way modify or alter, any provision of this MOU.

6.3 Extension of Time Limits

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the District to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

6.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Immediate Supervisor. In such cases no adjustment shall be retroactive for more than one hundred eighty (180) calendar days from the date upon which the complaint was filed.

Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussions.

6.5 Suspension and Discharge Grievances

If the General Manager or the Board of Directors in pursuance of the procedures outlined in Section 6.2.2 or 6.2.4 above resolves a grievance which involves suspension or discharge, the District may agree to payment for lost time or to reinstatement with or without payment for lost time.

Section 7. Personnel Records

The District considers employee personnel records confidential and limits disclosure to authorized individuals. Employees have the right to inspect documents in their personnel files in the presence of the General Manager or their designee at a mutually convenient time. The employee may be accompanied by their Union Representative if they so choose. An employee may add their version of any disputed item to the file, and copy documents. The District will protect employee's privacy to the extent required by law. However, the District may have to cooperate with the request for information from authorized law enforcement or local, state or federal agencies conducting investigations.

Section 8. Workplace Violence

The District has no tolerance for violent acts or threats of violence in the workplace. Any employee who is subjected to or threatened with violence, or is aware of another individual who has been subjected to or threatened with violence, is to report this information as soon as possible to the General Manager. All complaints will be treated with as much confidentiality as possible.

Section 9. Outside Employment

While employed by the District, employees are expected not to engage in outside work or activity that is incompatible with the best interest of the District or which interferes with the employee's work schedule, duties, or work performance. Employees who wish to engage in outside employment must obtain the approval of the General Manager.

Section 10. Punctuality and Attendance

Employees are expected to report to work as scheduled, on time in assigned District standard uniform and boots and prepared to start work. Employees shall be granted 10 minutes at the start of their shift to change into their uniforms (donning), and 10 minutes prior to the end of their shift to clean up and change out of their uniforms (doffing).

Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. If an employee is unable to report to work on any particular day, the employee must call their direct supervisor, on their District issued cell phone, at least 15 minutes before the start of their shift, but no earlier than 45 minutes. If the employee's direct supervisor or Department Head does not answer, the employee must call the General Manager. An employee must talk to an individual, messages are not acceptable.

If an employee fails to report for work without any notification and is absent for three (3) consecutive days, the District will consider that the employee has voluntarily terminated their employment with the District.

Section 11. District Vehicles

Employees are not permitted to have unauthorized passengers in District vehicles. Permitting unauthorized passengers may lead to disciplinary action.

Section 12. Personal Vehicles

If an employee used their personal vehicle on District business and does not receive a car allowance, the employee will be reimbursed at the standard IRS rate.

Section 13. Health and Safety

The District will comply with all applicable federal and State of California health and safety regulations as they apply to District work.

Section 14. Smoking Policy

Smoking is not allowed inside any of the District buildings within the perimeter fence of the District's Plant, Lab, or Pump Stations, vehicles, or any outdoor area where flammable materials are located, subject to the laws of the State of California and Marin County.

Employees who smoke are urged to be particularly considerate of fellow employees who are sensitive to or object to cigarette smoke. Smoking should be confined to areas where others are not exposed to the smoke.

Section 15. Leaves

15.1 Holidays

The District observes the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (or the weekday before the Christmas Day Holiday)
- Christmas Day

When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday. Holiday pay shall

be based on the number of hours in the employee’s regular scheduled work shift. A regular work shift is considered to be nine (9) or eight (8) hours per day for full-time employees, depending on if the employee has chosen to work an alternative or traditional schedule.

An active employee will accrue one (1) floating holiday the first full pay period after adoption. Thereafter, an active employee shall accrue one (1) floating holiday as of January 1st of each calendar year.

New employees hired will be credited with one (1) floating holiday the first full pay period following active employment.

An employee's accrued floating holiday shall not be counted against the employee's total accrual of vacation days for the calendar year.

Floating holidays have no cash value, can only be taken in the calendar year accrued, and cannot be carried over year-to-year.

15.2 Vacation

Regular full-time employees receive paid vacation based on years of active service with the District. Active service begins with an employee’s first day of work and continues thereafter unless broken by certain unpaid leaves of absence, except as required by law. Overtime hours are not included in vacation accrual. Temporary and part-time employees do not accrue paid vacation time. If an employee is on an alternative work schedule and takes a vacation day, the employee will need to record the appropriate number of hours with respect to their schedule. For example, employees on the 9/80 schedule will require 9 hours of vacation to be recorded. Traditional schedules will require 8 hours of vacation to be recorded.

Each employee can accrue vacation time up to a maximum of 272 hours. Employees will not earn any additional vacation time until some of the accrued time is used. If employment is terminated, an employee will be paid for unused vacation time.

Vacation schedules must be coordinated to ensure there is adequate coverage of job responsibilities. The General Manager will make final determinations and approve an employee’s vacation schedule.

Regular full-time employees shall accrue vacation in accordance with the following table:

VACATION ACCRUAL		
YEAR		DAYS PER YEAR
Start of year	to end of year	
1	3	14
4	10	19
11	15	22
16+		24

*A one-time 5-day vacation bonus is given after 20 years of service.

15.3 Vacation Cash Out

The maximum amount of vacation time an employee may accrue is 272 hours. All vacation hours purchased shall be compensated at the employee’s current base hourly wage rate of pay and will be removed from the employee’s accumulated vacation balance. In no event shall employee cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation pay requests will be processed twice a year, with submittal deadlines of June 1 and December 1. All vacation pay requests made by the submittal deadline will be processed on the following payroll date after June 1 and/or December 1. This cash-out will be subject to the applicable Federal and State Payroll Tax Law.

15.4 Sick Leave

The District grants sick leave to regular full-time employees at the accrual rate of one (1) eight (8) hour day per month of service for exempt employees and eight (8) hours per month for non-exempt employees. There is no cap on the accrual of sick leave. Upon retirement or resignation from the District, a regular full-time employee, who has worked at least three years, will receive one-half of their accrued sick leave as a lump sum payment. The payment will be based on the average of the top three years of the employee’s salary.

The District shall provide for employees to use part of their sick leave to care for eligible family members in accordance with the Kin Care provisions in California Labor Code section 233.

The District shall provide paid bereavement leave in the event of a death of an immediate family member, for up to 3 days per incident. For the purposes of this section “Immediate Family” is defined as spouse, domestic partner, parent, step parent, brother/sister, step brother/sister, child and stepchild, or the same relatives of a spouse or domestic partner. The General Manager may approve additional family members as qualifying for the bereavement leave benefit.

Employees absent because of illness for more than three working days or suspected of misusing the sick leave privilege, may be required to provide a physician’s certificate. Those found to be abusing sick leave may be subject to discipline.

15.5 Medical Disability Leave

The District shall provide medical disability leave in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

15.6 Pregnancy Leave

The District shall provide pregnancy leave in accordance with State and Federal laws, rules and regulations.

15.7 Personal Leave of Absence

At the discretion of the General Manager, personal leaves of absence may be granted. Each request will be given consideration based on individual circumstances and the impact on the operation of the District.

While on personal leave the employee will not earn vacation or sick leave, and the employee's salary step increase review date will be adjusted accordingly. However, the employee will be eligible for insurance coverage and District premium payments will be made in accordance with terms of the insurance plans, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

15.8 Military Leave

Employees will be entitled to military leave as required by law.

15.9 Jury Duty or Court Witness Leave

Every employee of District who is summoned or required to serve as a trial juror is entitled to be absent from District during the period of service up to a maximum of 30 work days. Such employee, except a temporary employee, will be paid the employee's regular salary and except for travel, meals, and lodging payments. Any money received for jury or court witness services is to be deposited with the District. If an employee is required to perform jury duty in excess of thirty work days, the employee will be able to use all accrued earned leave balances, except sick leave, for service time after thirty work days. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee subpoenaed to appear in court in a matter unrelated to their District job duties or because of civil or administrative proceedings that the employee initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Employees shall furnish a copy of the official summons or witness subpoena to the District when requesting leave along with proof of attendance after service. The employee shall keep their supervisor updated as to their status while on said leave.

15.10 Voting

The District will comply with the requirements of Section 14000 of the Elections Code.

15.11 Compensatory Time Off

Non-exempt employees may elect to take compensatory time off in lieu of overtime wages. Compensatory time is calculated at the same rates as paid overtime. That is, one-and-one-half hours for each hour worked in excess of forty (40) per workweek or in excess of eight (8) hours, nine (9) hours for employees on AWS, and not more than twelve (12) for the workday, and two (2) hours for each hour worked in excess of twelve (12) in one (1) workday. Employees may accumulate a maximum of 140 hours of Compensatory Time Off (CTO).

Employees who wish to receive cash for their accumulated CTO balances, shall not be able to receive cash for the accumulated CTO balances during a pay period in which they received standby compensation. Exceptions to this provision may be granted by the General Manager.

15.12 Administrative Leave

Exempt employees shall have forty (40) hours of administrative leave granted each fiscal year to be used during the fiscal year it is granted (“use-it-or-lose-it”). Administrative Leave shall be pro-rated for those employees appointed to an exempt position during the fiscal year.

Exempt employees shall not be eligible for overtime compensation or compensatory time off (CTO). Employees must reduce their CTO balance to zero (0) prior to appointment to an exempt position. The General Manager may extend the time for reducing the CTO balance to zero (0) on a case-by-case basis.

15.13 Recovery Rest Period Leave

Employees who respond to after-hour calls which total more than three (3) hours during the hours of 10:00 PM and 6:00 AM are entitled to up to four (4) hours of paid Recovery Rest Period leave. Employees shall not receive Recovery Rest Period leave if after-hour work is completed more than eight hours prior to the start of the employees’ next regularly scheduled shift.

Leave is to be taken at the beginning or end of the regular shift to provide the employee with the maximum opportunity for adequate rest.

1. Employees responding to and completing after-hour work before 2:00 AM shall take their 4-hour leave at the beginning of their regular shift.
2. Employees who complete after-hour work between 2:00 AM and 4:00 AM are to use their best judgement on whether to take the Rest Period leave at the beginning or end of their regular shift.
3. Employees initially responding to after-hour work after 4:00 AM shall report to work at the beginning of their regular shift and take their 4-hour leave at the end of their regular shift.

The leave start or end time can be adjusted with manager approval. The leave is in addition to overtime and standby duty compensation as defined in the Memorandum of Understanding agreement Sections 3.5 Overtime and 3.6 Pay Differential.

Employees who would otherwise be released from work under this provision may be held over or called back to work to respond to an immediate, or emergency, situation. If this occurs, hours worked during the otherwise entitled “recovery rest period” will be paid at one-and-one-half-times (1.5x) their base hourly wage rate. Supervisory approval must be obtained to work through a rest period.

Employees taking advantage of this leave are to notify their immediate supervisor or manager when they take the leave and when they plan to report to work. Total response time must be verifiable and is subject to manager review. Qualification for a paid Recovery Rest Period under this provision is based on actual hours worked and not minimum call back hours recorded as overtime. The paid leave will not count towards calculation of overtime. Recovery Rest Period leave will be reported on timecards with a note explaining the reason for the leave.

Section 16. Training

The District encourages employees to participate in job-related training and education programs that improve job skills and benefit the District. The District provides on-the-job training opportunities and supports attendance of outside training activities such as technical and professional seminars, conferences, and meetings.

Employees will be reimbursed for customary and reasonable outside training expenses which generally include registration fees, materials, meals (as outlined in the District's Travel Policy), transportation, mileage (the District will only compensate for miles traveled in excess of the employee's daily commute) and parking.

Reimbursement of expenses must be discussed with the General Manager in advance, or an employee will not be eligible for reimbursement.

Employees who accrue overtime as a result of attending training sessions required by the District will receive overtime pay. Overtime will not be paid for meetings, conferences and training activities where attendance is considered optional.

Section 17. Insurance Benefits

17.1 Health

The District will provide health plan options through CalPERS Health for all full-time employees and their dependents. The District will contribute the cost up to the amount of the Kaiser Family plan rate within CalPERS on behalf of the employee and the employee's dependents. Should the employee choose a plan where the cost is above the Kaiser Family plan rate, the employee will be responsible to pay the difference of the monthly premium amount through bi-weekly payroll deductions.

17.2 Flexible Benefits Plan

Employees may participate in the flexible benefits plan offered by the District subject to IRS regulations.

17.3 Cash-In-Lieu

If an employee has outside health insurance coverage, the employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to

offset the cost of the outside health insurance. The employee must provide proof of health insurance coverage.

17.4 Dental Plans

The District provides a dental plan for full-time employees and their dependents. The District pays a certain portion of the premiums each month and the employees pay the balance based on the employee's enrollment level. The dental plan shall have a \$3,000 per patient annual cap effective January 1, 2022, and a \$4,000 per patient annual cap effective January 1, 2024.

17.5 Vision Plan

The District provides a vision plan for full-time employees and their dependents. The District will contribute one half of the vision premium on behalf of the employee and the employee's dependents. The employee will be responsible for paying the remaining one-half cost of the vision plan at their level or enrollment through bi-weekly payroll deductions.

17.6 COBRA

The District will provide the benefits to employees and former employees in accordance with the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

17.7 Life

The District provides term life insurance for the employee in the amount of \$50,000. The insurance terminates one (1) month after the employee leaves the employment of the District.

As soon as administratively possible after adoption, the District will provide term life insurance for an eligible employee in the amount of one-times (1x) the employee's annual base wage salary up to one hundred thousand dollars (\$100,000). This life insurance benefit terminates one (1) month after the employee separates from employment with the District.

17.8 Workers' Compensation

Employees are protected under a workers' compensation insurance program which covers them in case of occupational injury. It is essential that an employee reports all work-related accidents, injuries and illnesses immediately. If an employee receives a job-related injury or illness and is on leave because of it, unused sick leave and vacation time will be used to pay the difference between the employee's full base salary and the workers' compensation payments received as part of the claims process. Benefit entitlements are governed by law.

17.9 State Disability Insurance

Each employee contributes to California's State Disability Insurance (SDI) through payroll deductions.

17.10 Paid Family Leave

Paid Family Leave shall be provided in accordance with the State of California guidelines.

17.11 Long-Term Disability Insurance

The District provides long-term disability coverage for active full-time employees working at least 30 hours a week. Employees become eligible for this coverage after 6 months of employment with the District. The benefit (66-2/3% of one’s monthly salary with a monthly maximum of \$10,000) is integrated with other disability insurance benefits and is paid after 180 days of total disability. The duration of the benefit depends on one’s age at the time of the disability.

17.12 Wellness Program

Employees are eligible to participate in a voluntary wellness program, consisting of reimbursement of up to five-hundred dollars (\$500) per fiscal year for an employee’s wellness-related expenditures. Reimbursement may be made for a range of programs intended to improve and promote employee health and fitness, including gym memberships, smoking cessation, diabetes management, weight loss programs, and preventative health screenings.

Employees must submit all requests for reimbursement no later than July 31 of each year for expenses incurred during the preceding fiscal year (July 1 through June 30); and may also be required to submit supporting information demonstrating that the content of the program promotes health and/or reduces risks of chronic disease or injury. The General Manager’s approval or denial of any reimbursement request will be made in writing and is final. This sub-section is not grievable.

Section 18. Retirement Benefits

18.1 Retirement

PERS Retirement

“Classic Members”

For those employees who are not New Members, as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), the District’s contract with the California Public Employee’s Retirement System (CalPERS) provides for a retirement benefit of 2.7% at age 55 and includes the benefit commonly known as Single Highest Year.

The “Classic” member’s contribution for PERS shall be 8.0%.

“New Members” as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA)

New Members are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation.

New Members to CalPERS shall contribute a total of eight percent (8%) towards the cost of providing the PEPRA retirement benefit to the employee. If the statutorily required PEPRA member employee normal contribution rate is less than eight percent (8%) then the employee shall contribute the percentage difference towards the employer normal contribution rate. It is the intent of the parties that if the employee contribution rate for New Members at any time exceeds 8%, that the New Members contribution towards the employer’s normal contribution rate shall be zero percent (0%).

Social Security

The District participates in the Social Security System.

Deferred Compensation Plan

Employees can also participate in a Internal Revenue Service Section 457 Deferred Compensation Plan. Effective the first full pay period following adoption, on a prospective basis, the District will match the 457 contribution amount of eligible employees who have an established 457 Deferred Compensation account on a dollar-for-dollar basis up to one thousand two hundred dollars (\$1,200) per calendar year.

18.2 Retiree Medical

18.2.1 Medical Coverage for Retirees Hired before January 1, 2002 (or when Government Code Section 22893 is implemented)

Effective January 1, 2003, the District will provide a maximum retiree health benefit to employees who were employed prior to January 1, 2002, or when Government Code Section 22893 is implemented the amount equal to the one-party state retired member contribution rate.

18.2.2 Medical Coverage for Retirees Hired After January 1, 2003

Effective January 1, 2003, the District will provide retiree medical benefits based on the following table to employees hired after January 1, 2003, and who retire from the District. An employee’s years of service shall be determined in the same manner as years of service are determined in Government Code Section 22893.

Credited years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

The District will provide medical premium payments for employees who retire from the District at the same level as those provided in Government Code Section 22893.

18.2.3 Medical Coverage for Retirees Hired after July 1, 2014

Effective July 1, 2014, the District will provide medical coverage in accordance with the following:

Years of Service With the District	Percentage of District's Contribution based on One Party State Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

18.2.4 Examples

See Appendix D for examples of retiree medical coverage for the various tiers at the end of this document.

Section 19. Uniforms and Safety Equipment

The District provides uniforms, coveralls and laundry service to employees in the following eligible classifications who are required to wear this apparel:

- Collection System Operators
- Electrical Instrumentation Technicians
- Environmental Services Supervisor
- Laboratory Analysts
- Maintenance Supervisor
- Plant Operators
- Plant Operations Supervisor
- Skilled Maintenance Workers

The District shall provide an annual \$300 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes. Effective January 1, 2024, the District shall provide an annual \$325 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes.

For eligible employees, the District shall contribute up to the following amount every other year for prescription safety glasses: \$305.

The District shall provide the appropriate respiratory equipment, and other personal protective equipment to protect employees from injury. Employees are required to use the safety equipment as is appropriate for the job being performed. Please refer to the District's Safety Manual.

To the extent required by CalPERS, the District will report the value of uniform maintenance to CalPERS as special compensation for CalPERS classic members.

Section 20. Catastrophic Leave Program

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as but, not limited to, cancer or heart attack which clearly disables the individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

The employee must first exhaust all accrued sick leave, vacation leave, administrative leave and compensatory time before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other employees to a specific qualified employee. Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating employee must have a minimum vacation leave balance of 40 hours after the donation of vacation leave. The donating employee may not donate more than one-half of their accrued sick leave and must be left with a balance of at least eighty (80) hours of accrued sick leave after the donation.

An employee requesting catastrophic leave must receive the approval of the General Manager. Such leave may initially be approved for up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be approved. The District shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between the donating employee and recipient.

Catastrophic leave shall not be used in conjunction with any long-or short-term disability or Workers' Compensation Leave. While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

Section 21. Employer-Employee Relations

21.1 Recognition

Operating Engineers Local 3 has been acknowledged by the District as the majority employee organization that represents employees of the District.

21.2 Appropriate Unit

Operating Engineers Local 3 referred to in this document as the "Union," is recognized as the majority employee organization for the Bargaining Unit comprised of those classifications listed in Appendix A, certified pursuant to Resolution No. 2009 –1880 adopted by the Board of Directors on June 25, 2009.

21.3 Reasonable Time Off to Meet and Confer

Union members may elect two Union Stewards. The Union shall notify the General Manager of the names of the elected Stewards. Union Stewards shall be permitted reasonable work time to attend scheduled meetings with District representatives on subjects within the scope of representation during regular work hours without loss of compensation. Employees have a right to Union representation on any issue consistent with MMBA if they so request.

21.4 Memorandum of Understanding

All agreed upon matters have been incorporated into this written memorandum of understanding. This constitutes the sole and entire understanding between the parties on any and all matters subject to meeting and conferring provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

21.5 Dues Deduction

21.5.1 It is recognized that Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes whether or not they are members of the Union.

21.5.2 All employees in the bargaining unit represented by the Union may become members of the Union. Payroll deductions for either dues or authorized deductions shall then be deducted

from all regular employees' paychecks. Union dues or fees equivalent to dues shall only be deducted after the Union has presented the General Manager with a certified list of members or employees' who have authorized such deductions.

- 21.5.3** If an employee or member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the District shall direct the member to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the District.
- 21.5.4** The employee's earnings must be sufficient after all other legal and required deductions are made to cover the amount of the dues or fair share fees. When an employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union deductions.
- 21.5.5** The deductions shall not apply during periods of separation by any such employee but shall re-apply to such employee commencing with the next full pay period following the return of the employee. The term separation includes transfer out of the unit, layoff, and unpaid leaves of absence with duration of more than five (5) working days.
- 21.5.6** Part-time employees shall pay a pro rata service fee or dues as provided above.
- 21.5.7** The Union shall provide advance written notice of the amount of any deduction modification to the General Manager.
- 21.5.8** The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this section, provided that the District promptly notify the Union of any such matter for which it is seeking indemnification. This includes not only the District's attorney fees and costs but the cost of management preparation time as well. The District shall notify the Union of such costs on a case-by-case basis. The Union shall have the exclusive right to direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.
- 21.5.9** Deductions withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified. The District shall transmit a list containing the names, classifications and rates of pay of employees employed in the classifications represented by the Union in accordance with Government Code Section 3558. Employees who are no longer in a pay status with the District will be identified with the reason for such status, i.e., leave of absence, resignation, retirement, or termination.

21.5.10 The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

21.6 Access to Work Locations

Reasonable access, as determined by the District, to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. The officers or representatives shall not enter any work locations without proper notification to the designated representative of the District. Access shall be restricted so as not to unduly interfere with the normal operations of the District or with established safety or security requirements.

21.7 Union Membership Meetings

Union members shall have the right to have one (1), one (1) hour quarterly meeting during business hours. The meeting schedule shall be approved by the General Manager.

21.8 Use of Bulletin Boards

The Union may use a designated District bulletin board under the following conditions:

1. Posting of all materials must receive the approval of the Union stewards.
2. All materials must be dated and must identify the organization that published them.
3. The actual posting of materials shall be done by the employee organization's representative after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one days after the publication date. Materials that are untruthful shall not be posted.
4. The District has determined where bulletin boards shall be placed and a reasonable portion of them is to be allocated to Union materials.
5. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on District bulletin boards.

Section 22. Separability

If any provision of this MOU, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MOU, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 23. Duration

This MOU shall be effective July 1, 2023, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirty (30th) day of June 2026 and shall continue thereafter from year to year unless at least one hundred twenty (120) days prior to the first (1st) day of July 2026, or prior to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 18 day of September, 2023.

For Las Gallinas Valley
Sanitary District

For Operating Engineers Local 3

Megan O'Leary
Board President

Carl F. Carr, Jr.
OEB

Pamela Amatori

Jim Neep
Date: 9/18/2023

Date: 9-12-23



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023

APPENDIX A

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	6,360	6,678	7,012	7,362	7,730	8,117
Assistant Engineer	9,677	10,161	10,669	11,202	11,763	12,351
Associate Engineer	11,791	12,380	12,999	13,649	14,332	15,048
Civil Engineering Technician	7,749	8,136	8,543	8,970	9,419	9,890
Collection System Operator ⁽¹⁾	6,053	6,356	6,674	7,007	7,358	7,726
Collection System Operator I ⁽¹⁾	6,360	6,678	7,012	7,362	7,730	8,117
Collection System Operator II	6,682	7,016	7,367	7,735	8,122	8,528
Collection System Operator III	7,195	7,555	7,933	8,330	8,746	9,183
Collection System Operator Lead	7,749	8,136	8,543	8,970	9,419	9,890
CMMS Technician	7,749	8,136	8,543	8,970	9,419	9,890
Executive Assistant / Board Secretary	13,103	13,758	14,446	15,168	15,927	16,723
Electrical Instrumentation Technician	9,211	9,671	10,155	10,663	11,196	11,756
Environmental Services Supervisor	11,222	11,784	12,373	12,991	13,641	14,323
Laboratory Analyst-in-Training ⁽¹⁾	7,375	7,744	8,131	8,538	8,965	9,413
Laboratory Analyst I ⁽¹⁾	7,749	8,136	8,543	8,970	9,419	9,890
Laboratory Analyst II	8,553	8,981	9,430	9,901	10,396	10,916
Laboratory Analyst III	9,919	10,415	10,936	11,483	12,057	12,659
Maintenance Supervisor	11,222	11,784	12,373	12,991	13,641	14,323
Plant Operator-in-Training ⁽¹⁾	6,682	7,016	7,367	7,735	8,122	8,528
Plant Operator I ⁽¹⁾	7,020	7,371	7,740	8,126	8,533	8,959
Plant Operator II	7,749	8,136	8,543	8,970	9,419	9,890
Plant Operator III	8,553	8,981	9,430	9,901	10,396	10,916
Plant Operator Lead	9,211	9,671	10,155	10,663	11,196	11,756
Plant Operations Supervisor	11,222	11,784	12,373	12,991	13,641	14,323
Skilled Maintenance Worker I ⁽¹⁾	6,682	7,016	7,367	7,735	8,122	8,528
Skilled Maintenance Worker II	7,749	8,136	8,543	8,970	9,419	9,890

How to Use this Pay Scale: Steps 1 through 6 are the regular wage levels for all positions.

Represented employees in entry level classifications ⁽¹⁾ are not eligible for longevity pay.

Represented employees hired after 9/7/2023 are not eligible for longevity pay.

Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees.

Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees.



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2024

APPENDIX B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	6,551	6,878	7,222	7,583	7,962	8,360
Assistant Engineer	9,967	10,466	10,989	11,539	12,115	12,721
Associate Engineer	12,144	12,752	13,389	14,059	14,761	15,500
Civil Engineering Technician	7,981	8,380	8,799	9,239	9,701	10,186
Collection System Operator ⁽¹⁾	6,235	6,547	6,874	7,218	7,579	7,957
Collection System Operator I ⁽¹⁾	6,551	6,878	7,222	7,583	7,962	8,360
Collection System Operator II	6,882	7,226	7,588	7,967	8,365	8,784
Collection System Operator III	7,411	7,782	8,171	8,580	9,009	9,459
Collection System Operator Lead	7,981	8,380	8,799	9,239	9,701	10,186
CMMS Technician	7,981	8,380	8,799	9,239	9,701	10,186
Executive Assistant / Board Secretary	13,496	14,171	14,879	15,623	16,405	17,225
Electrical Instrumentation Technician	9,487	9,961	10,460	10,983	11,532	12,108
Environmental Services Supervisor	11,559	12,137	12,744	13,381	14,050	14,753
Laboratory Analyst-in-Training ⁽¹⁾	7,597	7,976	8,375	8,794	9,234	9,695
Laboratory Analyst I ⁽¹⁾	7,981	8,380	8,799	9,239	9,701	10,186
Laboratory Analyst II	8,810	9,250	9,713	10,198	10,708	11,244
Laboratory Analyst III	10,217	10,727	11,264	11,827	12,418	13,039
Maintenance Supervisor	11,559	12,137	12,744	13,381	14,050	14,753
Plant Operator-in-Training ⁽¹⁾	6,882	7,226	7,588	7,967	8,365	8,784
Plant Operator I ⁽¹⁾	7,231	7,592	7,972	8,370	8,789	9,228
Plant Operator II	7,981	8,380	8,799	9,239	9,701	10,186
Plant Operator III	8,810	9,250	9,713	10,198	10,708	11,244
Plant Operator Lead	9,487	9,961	10,460	10,983	11,532	12,108
Plant Operations Supervisor	11,559	12,137	12,744	13,381	14,050	14,753
Skilled Maintenance Worker I ⁽¹⁾	6,882	7,226	7,588	7,967	8,365	8,784
Skilled Maintenance Worker II	7,981	8,380	8,799	9,239	9,701	10,186

How to Use this Pay Scale: Steps 1 through 6 are the regular wage levels for all positions.

Represented employees in entry level classifications ⁽¹⁾ are not eligible for longevity pay.

Represented employees hired after 9/7/2023 are not eligible for longevity pay.

Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees.

Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees.



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2025

APPENDIX C

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	6,747	7,084	7,439	7,811	8,201	8,611
Assistant Engineer	10,266	10,780	11,319	11,885	12,479	13,103
Associate Engineer	12,509	13,134	13,791	14,480	15,204	15,965
Civil Engineering Technician	8,221	8,632	9,063	9,516	9,992	10,492
Collection System Operator ⁽¹⁾	6,422	6,743	7,080	7,434	7,806	8,196
Collection System Operator I ⁽¹⁾	6,747	7,084	7,439	7,811	8,201	8,611
Collection System Operator II	7,089	7,443	7,815	8,206	8,616	9,047
Collection System Operator III	7,634	8,015	8,416	8,837	9,279	9,743
Collection System Operator Lead	8,221	8,632	9,063	9,516	9,992	10,492
CMMS Technician	8,221	8,632	9,063	9,516	9,992	10,492
Executive Assistant / Board Secretary	13,901	14,596	15,326	16,092	16,897	17,741
Electrical Instrumentation Technician	9,772	10,260	10,773	11,312	11,878	12,471
Environmental Services Supervisor	11,906	12,501	13,126	13,783	14,472	15,195
Laboratory Analyst-in-Training ⁽¹⁾	7,825	8,216	8,627	9,058	9,511	9,986
Laboratory Analyst I ⁽¹⁾	8,221	8,632	9,063	9,516	9,992	10,492
Laboratory Analyst II	9,074	9,528	10,004	10,504	11,030	11,581
Laboratory Analyst III	10,523	11,049	11,602	12,182	12,791	13,430
Maintenance Supervisor	11,906	12,501	13,126	13,783	14,472	15,195
Plant Operator-in-Training ⁽¹⁾	7,089	7,443	7,815	8,206	8,616	9,047
Plant Operator I ⁽¹⁾	7,447	7,820	8,211	8,621	9,052	9,505
Plant Operator II	8,221	8,632	9,063	9,516	9,992	10,492
Plant Operator III	9,074	9,528	10,004	10,504	11,030	11,581
Plant Operator Lead	9,772	10,260	10,773	11,312	11,878	12,471
Plant Operations Supervisor	11,906	12,501	13,126	13,783	14,472	15,195
Skilled Maintenance Worker I ⁽¹⁾	7,089	7,443	7,815	8,206	8,616	9,047
Skilled Maintenance Worker II	8,221	8,632	9,063	9,516	9,992	10,492

How to Use this Pay Scale: Steps 1 through 6 are the regular wage levels for all positions.

Represented employees in entry level classifications ⁽¹⁾ are not eligible for longevity pay.

Represented employees hired after 9/7/2023 are not eligible for longevity pay.

Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees.

Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees.

Appendix D – Retiree Medical Insurance Coverage

The District provides medical insurance premium reimbursement coverage to employees who retire from the District at different levels, depending on the employee's date of hire and years of service with the District. Retirees must purchase their health insurance through CalPERS to receive District participation in the cost.

For All Tiers

Employees who retire from the District, have five years of CalPERS service credits, and participate in the CalPERS medical plan receive a benefit paid by the District equal to the minimum Public Employees' Medical and Hospital Care Act (PEMHCA) contribution. This monthly contribution, \$119 in 2014, is included in the cap. However, an employee who is a member of Tier 3 or 4 and does not meet the minimum vesting requirement of District service for their tier, but has five year of CalPERS service credits, is eligible for the PEMHCA. Employees who do not meet the minimum CalPERS vesting requirement of five years of service will not receive any retiree medical benefit from the District.

The maximum amount eligible for reimbursement by the District is the lesser of the vested applicable premium cap or the actual premium. For example, for Tier 2 members if the premium cap is \$642 but the monthly premium is \$295 the maximum benefit will be \$295. For Tier 3 and 4 members, if the premium cap is \$642, the vested amount is \$385.20 and the premium is \$295, the maximum benefit will be \$295. A cash benefit in excess of the actual cost of medical insurance purchased through CalPERS is not available to the retiree in any case. In addition, retirees are responsible for paying any Medicare premiums charged by the Social Security Administration.

It is the District's understanding that in order for a surviving spouse to be eligible for medical coverage through CalPERS the retiree must elect a joint annuity payment option at the time of retirement. It is the employee's responsibility to consult with CalPERS regarding the requirements when completing any retirement paperwork.

Tiers 2 and 4

The District provides medical insurance premium reimbursement coverage only for the retired employee. However, upon the retired employee's death if the qualified surviving spouse continues coverage with CalPERS, the District will pay the PEMCHA minimum contribution (\$119 per month in 2014) only. No additional retiree benefit coverage, paid for by the District, will transfer to the surviving spouse.

The levels and benefit coverage are as follows:

Tier 1 – Employees who retired prior to January 1, 2003, with five years of service, receive a benefit that is indexed by 6% each year and are eligible for spousal coverage up to the benefit cap. This tier is closed to new retirees.

Tier 2 – Employees who were employed prior to January 1, 2003, and retire with five years of District service, receive a monthly benefit that is set by the California Department of Personnel

Administration. The monthly benefit cap is \$642 as of January 1, 2014. This benefit is only available to the retired District employee without any spousal coverage.

Example: In 2014, the employee retires and elects coverage with CalPERS. The maximum benefit for the retiree is \$642. When a retiree is eligible for Medicare coverage, the monthly premium charged by CalPERS will likely decrease.

Employee Only Coverage	Pre-Medicare Eligible		Medicare Eligible	
Monthly Premium charged by CalPERS	A	\$742.00	F	\$295.00
Premium Cap 2014	B	\$642.00	B	\$642.00
PEMCHA – billed to District by CalPERS	C	\$119.00	C	\$119.00
Amount deducted from retiree monthly warrant	A – C = D	\$623.00	F – C = G	\$176.00
District reimbursement to retiree	B – C = E	\$523.00	G	\$176.00
Retiree out of pocket for coverage from CalPERS	D – E	\$100.00		\$0.00

Employee and Spousal Coverage	Pre-Medicare Eligible		Medicare Eligible	
Monthly Premium charged by CalPERS (employee and spouse)	A	\$1,485.00	F	\$590.00
Monthly Premium for retired employee only		\$742.00	G	\$295.00
Premium Cap 2014	B	\$642.00	B	\$642.00
PEMCHA – billed to District by CalPERS	C	\$119.00	C	\$119.00
Amount deducted from retiree monthly warrant	A – C = D	\$1,366.00	F – C = H	\$471.00
District reimbursement to retiree	B – C = E	\$523.00	G – C = I	\$176.00
Retiree out of pocket for coverage from CalPERS	D – E	\$843.00	H – I	\$295.00

Tier 3 – Employees hired after January 1, 2003 and before July 1, 2014 are eligible for benefits from 50% to 100% of the rate established by the California Department of Personnel Administration. Employees must work for the District for at least five years, retire from the District, and have a minimum of 10 years

Tier 3, continued

of CalPERS agency service to receive a 50% benefit. The benefit increases 5% each year after that until the maximum coverage is reached at 20 years of service.

The level of benefit is based on the employee’s coverage immediately before retirement from the District i.e., one party, two party or family. As of January 1, 2014 the maximum monthly contribution the District will make is:

One Party	\$ 642
Two Party	\$1,218
Family	\$1,559

Example: In 2014 an employee who worked for the District for at least 5 years and had total CalPERS agency service of 12 years retires. They are eligible for 60% coverage of the applicable health insurance premium.

Example A: Assume coverage is for the employee only and the one party cap is \$642.

Employee Only Coverage	Pre-Medicare Eligible		Medicare Eligible	
Monthly Premium charged by CalPERS	A	\$742.00	G	\$295.00
Premium Cap for One Party for 2014	B	\$642.00	B	\$642.00
Maximum benefit based on 60% vesting	B * 60% = C	\$385.20	C	\$385.20
PEMCHA – billed to District by CalPERS	D	\$119.00	D	\$119.00
Amount deducted from retiree monthly warrant	A – D = E	\$623.00	G – D = H	\$176.00
District reimbursement to retiree	C – D = F	\$266.20	H	\$176.00
Retiree out of pocket for coverage from CalPERS	A – C	\$356.80		\$0.00

Example B: Assume coverage is for the employee plus one dependent and the two party cap is \$1,218.

Tier 3, continued

Employee and Spousal Coverage	Pre-Medicare Eligible		Medicare Eligible	
Monthly Premium charged by CalPERS (retiree plus one)	A	\$1,485.00	G	\$590.00
Premium Cap for Two Party for 2014	B	\$1,218.00	B	\$1,218.00
Maximum benefit based on 60% vesting	B * 60% = C	\$730.80	C	\$730.80
PEMCHA – billed to District by CalPERS	D	\$119.00	D	\$119.00
Amount deducted from retiree monthly warrant	A – D = E	\$1,366.00	G – D = H	\$471.00
District reimbursement to retiree	C – D = F	\$611.80	G – D = I	\$471.00
Retiree out of pocket for coverage from CalPERS	E – F	\$754.20	H – I	\$0.00

Tier 4 – Will provide those employees hired after July 1, 2014 are eligible for benefits from 50% to 100% of the rate established by the California Department of Personnel Administration. Employees must work for the District for at least ten years and retire from the District to receive a 50% benefit. The benefit increases 5% each year after that until the maximum coverage is reached at 20 years of service.

This benefit is only available to the employee without any spousal coverage and the monthly benefit cap is \$642 as of January 1, 2014.

Example: In 2014 an employee who worked for the District for 12 years retires. They are eligible for 60% coverage of the applicable health insurance premium.

Employee Only Coverage	Pre-Medicare Eligible		Medicare Eligible	
Monthly Premium charged by CalPERS	A	\$742.00	G	\$295.00
Premium Cap for One Party for 2014	B	\$642.00	B	\$642.00
Maximum benefit based on 60% vesting	B * 60% = C	\$385.20	C	\$385.20
PEMCHA – billed to District by CalPERS	D	\$119.00	D	\$119.00
Amount deducted from retiree monthly warrant	A – D = E	\$623.00	G – D = H	\$176.00
District reimbursement to retiree	C – D = F	\$266.20	H	\$176.00
Retiree out of pocket for coverage from CalPERS	A – C	\$356.80		\$0.00

Tier 4, continued

Employee and Spousal Coverage	Pre-Medicare Eligible		Medicare Eligible	
Monthly Premium charged by CalPERS (employee and spouse)	A	\$1,485.00	H	\$590.00
Monthly Premium for retiree only	B	\$742.00	I	\$295.00
Premium Cap for One Party for 2014	C	\$642.00	C	\$642.00
Maximum benefit based on 60% vesting	C * 60% = D	\$385.20	D	\$385.20
PEMCHA – billed to District by CalPERS	E	\$119.00	E	\$119.00
Amount deducted from retiree monthly warrant	A – E = F	\$1,366.00	H – E = I	\$471.00
District reimbursement to retiree	D – E = G	\$266.20	D – E = J	\$176.00
Retiree out of pocket for coverage from CalPERS	D – E	\$1,099.80	H – D	\$295.00

SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the Las Gallinas Valley Sanitary District (hereinafter referred to as the “District”) and the Operating Engineers Local No. 3 (hereinafter referred to as the “Union”).

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain District employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Side Letter

A. For Purposes of the MOU, this Side Letter shall be added as Appendix E upon adoption of the Board of Directors. The existing 2021-2023 MOU will, in all other respects, remain in effect without change through the term specified therein.

B. The Parties hereby agree as follows:

Effective on the first day of the first full month following Board adoption of the 2021-2023 MOU, in addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to call-outs, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees for purposes of this Side Letter agreement are:

- Chris Gill
- Stephen Inskeep

For as long as named employees are in an eligible classification, said employees shall receive a \$500 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

IV. General Provisions

A. This Side Letter will take effect immediately upon approval, ratification and adoption by the District Board of Directors.

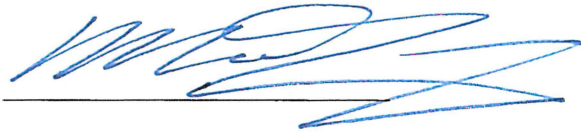
B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[Signatures on next page]

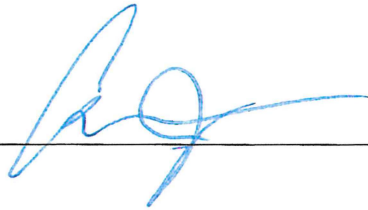
SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on
this 10th day of SEPTEMBER, 2021.

For Las Gallinas Valley
Sanitary District



For Operating Engineers Local 3



Date:

9/10/2021

Date:

August 25, 2021