

July 1st, 2023

MEMORANDUM OF UNDERSTANDING

Between The

RESORT IMPROVEMENT DISTRICT NO. 1

And

**Local 1245 of the
International Brotherhood of Electrical Workers, AFL-CIO**

July 1, 2023 Through June 30, 2026

TABLE OF CONTENTS

Page

ARTICLE 1. PARTIES TO THE AGREEMENT..... 1

ARTICLE 2. AUTHORIZED AGENTS 1

ARTICLE 3. RECOGNITION..... 1

ARTICLE 4. UNION RIGHTS..... 2

ARTICLE 5. DISTRICT'S RIGHTS AND RESPONSIBILITIES..... 4

ARTICLE 6. SEVERANCE PROVISION / MEET AND CONFER 5

ARTICLE 7. WORK SCHEDULE..... 6

ARTICLE 8. COMPENSATION 7

ARTICLE 9. EMPLOYEE STATUS..... 14

ARTICLE 10. HOLIDAY LEAVE 15

ARTICLE 11. VACATIONS 16

ARTICLE 12. FAMILY MEDICAL LEAVE..... 17

ARTICLE 13. BEREAVEMENT LEAVE..... 20

ARTICLE 14. DISCIPLINARY ACTION..... 21

ARTICLE 15. GRIEVANCE PROCEDURE 29

ARTICLE 16. FRINGE BENEFITS..... 32

**ARTICLE 17. FULL UNDERSTANDING, MODIFICATION AND
WAIVER..... 32**

ARTICLE 18. TERM..... 33

Table of Contents, Continued

SIGNATURE PAGE	35
EXHIBIT "A" Classifications in the Bargaining Unit	36
EXHIBIT "B-1" Salary Schedule	37
EXHIBIT "C" Grievance Procedure Form	41
EXHIBIT "D" Employee Insurance Benefits.....	42

ARTICLE 1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding (MOU) has been executed by an authorized representative of the Resort Improvement District No. 1 and Shelter Cove Sewer and Other Facilities Maintenance District No. 1 of Humboldt County (hereafter referred to as "DISTRICT"), and by representatives of Local 1245 of the International Brotherhood of Electrical Workers, AFL-CIO (hereafter referred to as "UNION" and/or "Local 1245").

ARTICLE 2. AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- 2.1. The District's authorized agent shall be the General Manager or his/her authorized representative. All notices required by this MOU shall be sent to the District at the following address:

Resort Improvement District No.1
9126 Shelter Cove Rd.
Whitethorn, CA 95589

- 2.2. The Union's principal authorized agent shall be the Business Manager, or his/her duly authorized representative of the Union. All notices required by this MOU shall be sent to the Union at the following address:

Local Union 1245, I.B.E.W., AFL-CIO
30 Orange Tree Circle
Vacaville, CA 95687

ARTICLE 3. RECOGNITION

- 3.1. The Union is hereby acknowledged as the exclusive formal recognized employee organization representative of full-time employees in the classifications listed in Exhibit "A" for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq. of Government Code of the State of California and the District's Resolution 93-05 governing employer-employee relations and any amendments thereto.
- 3.2. The Union may select one Steward and one Alternate Steward (which may be changed at the Union's discretion) and shall provide written notification to the District of the Steward's identity.

ARTICLE 4. UNION RIGHTS

4.1 Dues

The Union shall notify the District of any employee who is a member of the Union, or who has applied for membership that has given the Union written authorization for deduction of unified membership dues, initiation fees and general assessments in the Union. Pursuant to the Union's certification that it has and will maintain authorization signed by the individual from whose salary or wages the deduction is to be made, the District shall deduct such dues from the regular salary check of the employee each month.

4.2. Fair Share Service Fee

Any employee may pay to the Union a fair share service fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Union through authorization of payroll deduction for such fee in the same manner as provided in paragraph 4.1 of this Article. There shall be no charge to the Union for such fair share service fee deduction.

4.3. Newly Hired Employees and New Employee Orientations

The District shall notify the Union of any newly hired employees within fifteen business days of their hire and supply the Union with the employee's full name, address, telephone number, classification, date of hire and time/date of any new employee orientation meeting. The District shall also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days. Employees who wish to maintain privacy regarding their personal contact information, may object to having their personal phone number, personal e-mail address, and personal home address included in this list by notifying the District of such objection in writing.

The District will allow a reasonable amount of time for the Union's Business Representative or her/his designee to meet with the new employee either in conjunction with any new employee orientation or, should conflicts arise due to operational needs and/or scheduling, at a mutually agreed to time and date within the employee's first thirty business days on the property.

4.4. District Responsibilities

With respect to all sums deducted by the district pursuant to authorization of the Union, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Union together with an alphabetical list of

unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, home address, hourly wage rate, and dues amount, and indicating any changes in personnel from the list previously furnished.

4.5. Union Responsibilities

The Union agrees to furnish any required information needed by the District to fulfill the provisions of this Article.

4.6. Indemnification

4.6.1. The Union agrees to indemnify the District for any claims made by employees for deductions made in reliance on information provided by Union.

4.6.2. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 4.6.1 shall or shall not be comprised, resisted, defended, tried or appealed.

4.7. Time Off for Union Business

Upon the request of Local 1245, The District shall grant employees, a leave of absence without loss of compensation or other benefits to serve as stewards, officers or delegates of Local 1245, or of any statewide or national employee organization with which Local 1245 is affiliated.

Local 1245 request may be for full-time, part-time, periodic, or on an intermittent basis, and shall be specified in the request. Requests shall be made at least two weeks in advance and directed to the General Manager, Labor Relations unless otherwise agreed to between The District and Local 1245.

A regular employee appointed or elected to office in Local 1245 which requires all the employee's time shall be granted a Union Leave of Absence, upon request of Local 1245, for a period not more than five (5) consecutive days; additional time may be approved by the General Manager on a case by case basis and taking operational needs into consideration.

During the leave, the District shall fund the retirement contributions required of the District as an employer and as specified in the MOU. The employee shall earn full service credit during the leave of absence and shall pay his or her contributions as specified in the memorandum of understanding or collective bargaining agreement

Local 1245 shall reimburse the District for all compensation paid to the employee on leave unless otherwise specified by the collective bargaining agreement or memorandum of understanding. Reimbursement by Local 1245 shall be made within 30 days after receipt of the District's certification of payment of compensation to the employee.

The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by this memorandum of understanding or collective bargaining agreement and shall not serve to invalidate any provision of this memorandum of understanding or collective bargaining agreement.

At the conclusion or termination of the leave, the District shall reinstate the employee to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The District shall not be liable for any acts committed or omitted, or injuries suffered by the employee which occur during the course and scope of the employee's leave under this section. If held liable, Local 1245 shall indemnify and hold harmless the District for any such acts.

Local 1245 has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason.

ARTICLE 5. DISTRICT'S RIGHTS AND RESPONSIBILITIES

- 5.1. District retains, solely and exclusively, all rights, powers and authority necessary to govern and control the activities of the District and the employer/employee relationship except to the extent these powers have been limited by the express terms of this MOU.
- 5.2. The exclusive rights, powers and authority of the District include, but are not limited, to the following:
 - 5.2.1. To manage and direct its business and personnel;
 - 5.2.2. To manage, control and determine the mission of its departments, building facilities and operations;

- 5.2.3. To create, change, combine or abolish jobs, departments and facilities (in whole or in part) and to discontinue work for economic or operational reasons;
 - 5.2.4. To direct the work force, to increase or decrease the work force and determine the number of employees needed;
 - 5.2.5. To hire, transfer, and promote;
 - 5.2.6. To discipline for cause;
 - 5.2.7. To establish work standards, schedules of operation and reasonable work load;
 - 5.2.8. To specify work requirements and to require overtime;
 - 5.2.9. To adopt rules of conduct and establish penalties for violation thereof;
 - 5.2.10. To determine the type and scope of work to be performed, the services to be provided, and to determine the methods, processes, means and places of providing services, including contracting out certain services; and
 - 5.2.11. To take whatever action may be necessary to prepare for and operate in an emergency. Included in the exclusion of the MOU.
- 5.3. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by any law or regulation which authorizes or empowers the District to act, or to refrain from acting; provided, however, that all District powers are executed so as to be compatible with the intent of this MOU, and any current/valid side letters, grievance settlements or written MOU clarifications.

ARTICLE 6. SEVERANCE PROVISION/ MEET AND CONFER

- 6.1 If any provision(s) of this MOU is held to be contrary to law by a court of competent jurisdiction, such provision(s) will no longer be operative except to the extent permitted by law or an agency of the State. If at any time during the term of this Agreement, any provision of the current MOU becomes in conflict with any Federal or State law, changed, suspended, declared inoperative by any reason, or impacted by provisions of the Internal Revenue Service, the parties shall meet and confer with the intent of negotiating a substitute provision and any other related provisions.

6.1.1. The Parties shall, however, meet and confer on a mutually acceptable day and time to negotiate the terms of a lawful substitute provision which (to the extent practicable) will reflect the original intent of the parties.

6.1.2. All other provisions of this MOU will continue in full force and effect.

ARTICLE 7. WORK SCHEDULE

7.1. General

Every employee shall perform such services as may be directed by the District even though the work may be of a different nature from that which the employee is normally assigned. In no case will the employee be required to perform duties that he/she is not safety qualified to perform.

7.2. Work Week

The work week of full-time employees covered by this MOU shall be 40 hours within a calendar week which begins at 12:01 a.m. on Monday and ends at midnight on Sunday.

7.3. Regular Hours of Work

The regular hours of work each day shall be eight consecutive hours except for interruptions for breaks and unpaid lunch period. By mutual agreement by the majority of the affected employees, subject to approval by the District, an alternative work schedule may be adopted.

7.4. Shift Changes

Employees will normally be given at least five work days advance notice of any shift change except where an emergency exists.

7.4.1. If a District initiated shift change results in a full-time employee working less than forty (40) hours in the week preceding, or succeeding, the shift change, the employee shall be compensated for a full forty (40) hour work week at straight-time for the affected week.

7.4.2. If five work days are not given, only the first day of the new shift will be paid at the overtime rate except in emergencies.

7.5. Overtime

Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek, (b) time worked in excess of eight hours on a workday, (c) time worked on a non-workday, (d) time worked on a holiday, (e) time worked outside of regular work hours on a workday. Overtime compensation at the rate of one and one-half times the straight rate of pay shall be paid to employees for overtime as defined in (a), (b), (c), (d), and (e). Overtime compensation of two times the straight rate of pay for all hours worked in excess of 48 hours in a work week shall be paid to employees.

If an employee has worked for eight hours or more at the overtime rate during the previous 16 hour period preceding the beginning of the employees regular work hours on a workday, such employee shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work. If any part of the rest period falls within an employee's regular work hours, the employee shall be excused from work, and they will be paid those hours at the straight time rate.

Overtime must be authorized by the General Manager or designee of the District in advance, or as soon as practicable in the case of an emergency.

7.6. Operational Needs, Last Four Days of the Month

Given the operational needs that occur during the last four (4) days of every month, vacation and/or personal time off requests shall be kept to a minimum and are subject to approval by the General Manager with at least two weeks prior notification to the first day off. Routine medical appointments that must be scheduled during the last four (4) days of the month are subject to prior General Manager Approval, however, emergency medical, dental, vision or veterinary appointments will be approved.

ARTICLE 8. COMPENSATION

8.1. Wages

Each employee in the bargaining unit shall be paid in accordance with the provisions set forth in Exhibit "B-1".

8.1.1 ADOPTION OF STEP PROGRAM

Effective the first full pay period following July 1, 2023, the District and Union agree to implement a step-system for salary progression for all classifications

subject to this MOU. The adopted salary table is as set forth in Exhibit B to this MOU.

Initial Step Placement

Effective July 1, 2023, employees shall be initially placed at the step on the 2023 Wage Rate Schedule at the step closest to their pay rate (as of June 30, 2023) that is no less than a 2.5% increase.

Wage Step Progression

An employee who has accumulated one full year (12 months) of continuous service in a classification shall be eligible to advance in step on the applicable Wage Rate Schedule for their classification, provided the employee receives an overall successful or above rating on the performance evaluation that includes the employee's prior year of service.

8.1.2 GENERAL WAGE INCREASE

Following the adoption of the salary step system described in section 8.1.1., and placement of employees in the appropriate step, employees subject to this MOU will receive general wage increases as follows:

Contract Year 1: 3% general wage increase, effective the first full pay period following July 1, 2023.

Contract Year 2: 2.5% general wage increase, effective the first pay period following July 1, 2024.

Contract Year 3: 1% general wage increase, effective the first pay period following July 1, 2025.

8.2. Stipends

An annual clothing/boot credit of \$275.00, will continue through the term of this M.O.U. Appropriate apparel considered Personal Protective Equipment (PPE) such as but not limited to Arc-rated Flame Resistant (FR) outer apparel and clothing as required by law and District policy, and Electric hazard (EH) rated boots for employees exposed to step-touch potential shall be provided by the District. Water Plant/Wastewater Plant Operators shall be provided separate boots for performing Water Plant duties and for performing Wastewater Plant duties. District provided Clothing/PPE damaged while performing normal duties shall be

replaced at the cost of the District. Employees must turn-in damaged PPE as a condition of replacement.

All annual clothing/boot purchases will be approved by the General Manager.

Employees may carry over any unused portion (balance) of the credit each year for up to three years not to exceed \$825.

8.3. Promotions

When an employee is promoted to a higher classification, he/she shall receive the salary rate established for the new classification. An employee promoted to a higher classification shall be placed at the appropriate step to receive an increase in pay. At the General Manager's discretion, the employee may be placed at a higher step. No promotion to a higher classification will be allowed unless there is a vacancy for that classification. Superintendents are appointed by the General Manager and not automatic promotions for meeting minimum qualifications. All promotions determined by the General Manager shall include the consultation with and input from the employee's directly assigned front-line supervisor/superintendent.

8.3.1 Temporary Upgrading: Like Work for Like Pay

Subject to the following limitations, an employee who is required and assigned in writing on the basis of an acting appointment to serve in a position with a higher salary rate than that of the position in which they are normally assigned, shall receive the entrance salary rate of the higher salary rate, or a minimum of 5percent (5%) higher than the rate they normally receive, whichever is greater. In no event, however, shall the salary for the acting position be higher than the top step of salary range of the higher position.

8.3.2 Limitations

8.3.2.1 The acting appointment must be to a position in a higher class occupied by a regular employee on suspension or on an authorized leave of absence; or to a position for which a vacancy exists.

8.3.2.2 Written approval of the General Manager shall be required.

8.3.2.3 Straight Time: An employee assigned to work in a higher classification for eight (8) hours or more, shall be paid the starting rate of pay of the higher position of 5% above his/her regular rate of pay, whichever is the greater.

8.3.2.4 Over-Time: Authorized overtime when assigned to work in a higher classification will be paid pursuant to Article 7.5 Overtime plus 5%, whichever is higher.

8.3.2.5 Lead Journeyman Power Distribution Pay: If a person in the Journeyman Power Distribution classification is assigned to work with another person in the Journeyman Power Distribution classification (not an Apprentice) on a two-person crew without a Power Generation Superintendent, the Lead Journeyman Power Distribution shall be decided based on District seniority and paid five percent (5%) above his/her regular rate of pay for the duration of the two-person assignment.

Two-person work shall be limited to work that can safely be performed by two individuals such as service work, inspections, patrolling and minor restoration efforts not requiring a crew of three (3) or more.

8.3.2.6 An employee assigned to an acting appointment who uses Annual Leave and/or Sick Leave during acting appointment will be compensated at his/her normal rate of pay.

8.4. Call Back

8.4.1. Call Back is defined as being called back to work outside the employee's regularly scheduled work hours, for those employees who are not in "on call" status, as described in section 8.5 below.

8.4.1.1. Each employee shall provide the District with their personal contact information including a valid telephone number(s) where they can be contacted when off duty.

8.4.1.2. If the employee is contacted by the District and directed to report for duty, the employee shall respond to the location directed as soon as reasonably possible.

8.4.2. If the employee responds to a Call Back service call at the District's direction, the employee shall be compensated for actual hours worked beginning from the time of the call or three (3) hours, whichever is greater, at the appropriate FLSA rate of pay. The employee will be reimbursed for the mileage traveled in his/her private vehicle in accordance with Article 8.9.

8.4.2.1 Mileage shall be paid from the employee's home to the location of the required service and return home.

8.4.2.2 If the service call extends into their regular scheduled work day, they shall receive mileage reimbursement only for responding to the call and not for travel home.

8.5. On Call

8.5.1. An employee assigned to "On Call" duty shall be available for telephone contact through a District-provided communication device while on "On Call" status.

8.5.1.1. If the communication service is inoperative or unavailable, the employee shall provide the District with a phone number where the employee can be contacted while on "On Call" status.

8.5.1.2. When contacted for service, the employee shall report to the location the service is required as soon as reasonably possible. In no case shall this be longer than two (2) hours from the time of original contact.

8.5.2. On Call employees will be provided with a District vehicle to take home at the employee's discretion. Use of the District vehicle will be restricted to reasonable personal use as approved by the General Manager and the benefit can be revoked by the General Manager for violations of this policy.

8.5.4. On Call personnel shall receive \$50.00 stand-by pay for each 24 hour shift of on call duty for the duration of this M.O.U.

8.5.4.1. In addition, if the On Call employee is required to respond to a call for service, he/she shall receive a minimum of two (2) hours compensation at the appropriate FLSA hourly rate of pay. If the service call extends beyond the first two (2) hours, the employee shall be paid for actual hours worked at the appropriate FLSA rate of pay.

8.6. Court Time

Employees required to appear in court on behalf of the District during their off duty hours, shall be paid (or, with consent of the employee and the District, may receive compensatory time off) for the number of hours they were required to spend in court.

8.7. Jury Duty

8.7.1. General

Employees shall be entitled to leave without loss of pay for any time that the employee is actually required to perform jury duty.

8.7.2. Verification

To receive pay for work time lost, the employee must provide the District with Juror Validation, as provided by the Court, certifying the employee's service as a juror or appearance in court for that purpose and the date or dates of attendance.

8.7.3. Notification/Return to Work

If the jury duty occurs on the same day as the employee's scheduled duty assignment, the employee will file written notification of the required service with the District and shall report directly to the assigned jury duty location. If employee is released from jury duty during normal working hours, he/she shall report to the General Manager who shall determine whether or not he returns to work that day. If excused by the General Manager, he/she shall remain in paid status for jury duty.

8.8. Witness

Employees who have received a bona fide subpoena, or similar official request from the District, and are required to appear in court, whether on behalf of the District or not, shall be entitled to leave without loss of pay for any time that the employee is actually required to attend during a regularly scheduled duty assignment. However, when such appearance extends to the employee's off duty hours, employees shall be paid (or, with the consent of the employee and the District, may receive compensatory time off) for the number of hours they were required to spend in court but only for instances when appearing on behalf of the District.

If the court appearance occurs on the same day as the employee's scheduled duty assignment, the employee shall provide a copy of the subpoena to the District as soon as possible upon receipt. The employee shall report directly to the assigned court location. If employee is released from the court appearance during normal working hours, he/she shall report to the General Manager who shall determine whether or not he/she returns to work that day. If excused by the General Manager, he/she shall remain in paid status for the remainder of the day.

8.9. Use of Private Vehicle

- 8.9.1. When an employee is authorized by the Board of Directors to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for miles actually driven on District business at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.
- 8.9.2. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available.
- 8.9.3. No employee shall operate a privately owned vehicle on District business, nor be eligible for reimbursement, unless the following conditions are met:
 - 8.9.3.1. Possession of a valid driver's license.
 - 8.9.3.2. Vehicle is covered by the minimum amount of liability insurance prescribed by law.
 - 8.9.3.3. Vehicle is appropriate for the job to be performed.
 - 8.9.3.4. Vehicle is in safe mechanical condition, including safety belts in operating condition.
 - 8.9.3.5. Operation in compliance with all state safety laws and regulations.

8.10 Lodging/Meal Allowance

- 8.10.1. Authorized travel expenses will be compensated at the rates adopted by District Policy 1040, Per Diem Rates and Expenditures, at the time expenses are accrued. A copy of the existing rates is available in the District Office.
- 8.10.2. If an employee is required to work prior to regular work hours and was not permitted to prepare a lunch, the employee shall be reimbursed consistent with District Policy 1040.

ARTICLE 9. EMPLOYEE STATUS

9.1 Probationary Period

9.1.1. Initial

An employee must serve a trial period of six (6) calendar months prior to achieving regular status.

9.1.2. Promotion

There is a twelve (12) month probationary period upon promotion to a new classification. However, any employee may be promoted to a different classification while serving a probationary period.

9.2. Regular

An employee who has successfully completed the specified probationary period.

9.3. Full-Time

An employee who is regularly assigned to work forty (40) hours in a week.

9.4. Seniority

Seniority shall be based upon date of hire by the District in a regular or probationary capacity in a full-time position. Ties shall be broken by lot at the time of initial employment.

9.5. “Annual Employee Evaluations” – Employees shall be evaluated annually. A satisfactory annual evaluation is required for all promotions and continued employment in the current classification. Unsatisfactory evaluations will require follow up evaluations every 30 days until a satisfactory evaluation is achieved up to a maximum of 90 days of unsatisfactory performance, which shall result in demotion or dismissal.

9.6. Satisfactory performance is defined as meeting the minimum standards and requirements of the position. Evaluations will be conducted annually by immediate supervisors and/or the General Manager prior to September 1. The General Manager will determine the final score of all annual evaluations. Evaluations will be documented by pass/fail indications on a copy of the employee's job description.

ARTICLE 10. HOLIDAY LEAVE

10.1. The following days shall be observed as paid holidays by all employees with regular status:

HOLIDAY	DATE CELEBRATED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Day immediately after Thanksgiving
Christmas Eve	December 24
Christmas	December 25
New Year's Eve	December 31

10.2. When a scheduled holiday falls on a Saturday, the previous Friday shall be the holiday. When a scheduled holiday falls on a Sunday, the following Monday will be a holiday.

10.3. When an employee works on a holiday, the employee shall be paid, in addition to their regular straight-time pay ("holiday pay"), overtime at the rate of one and one-half times the employee's regular rate of pay.

10.4. Each regular employee shall be granted one day off for Christmas Eve Day and one day off for New Year's Eve Day.

10.5 Employees regularly assigned work schedules less than full-time (40 hrs/wk) shall not receive paid holiday pay or alternative paid days off for designated holidays that fall on a scheduled non-workday for that employee.

ARTICLE 11. VACATIONS

- 11.1. No vacation shall be taken by any District employee until such vacation has been earned as provided in this Article.
- 11.2. No employee earns, or is credited with, vacation during the first twelve (12) full calendar months of continuous full time employment.
- 11.3. Employees earn vacation in accordance with the schedule set forth below. Where appropriate, hours of vacation shall be credited to the employee at the end of each month in which it is earned. The anniversary date for earning vacation shall be the employee's hire date.

Years of Service	Vacation Days per Year
0-1	0
1-4	10
5-9	15
10-15	20
16 +	25

- 11.4. Vacation shall be scheduled, in advance, on dates which are mutually acceptable to the employee and the District. The District shall not arbitrarily or capriciously deny a requested vacation. Should a vacation request be denied by the employee's immediate supervisor, the employee may appeal to the Board.
- 11.5. If vacation is to have its intended purpose of rest and relaxation, it must be scheduled and used.

11.5.1. Maximum Carryover

Each employee may carry over a maximum of the prior year's accrual into the next fiscal year. On July 1 of each year any accumulated vacation time in excess of one year shall be paid in a cash buy-out at the previous year pay rate.

11.5.2. Extraordinary Circumstances

If the District requires that an employee not take vacation, vacation days in excess of the maximum carry-over allowable are accrued on June 30, the employee shall be paid for excess days on or about the first pay period in July. The payment shall be paid at the rate of pay the employee is earning as of June 30.

11.6. Upon separation from employment, for any reason, the employee shall be compensated for all earned and unused vacation credited to their account. Compensation shall be at the employee's base rate of pay in effect at the time of separation from employment.

11.6.1. It shall not be necessary to carry such an employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the employee ceases to perform the duties of the employee's office or employment.

11.7. Should an employee die while employed by the District, earned and unused vacation at the time of death shall be paid to the employee's heirs or legatees in the same manner as set forth in 11.6.

11.8. No vacation shall be earned during any month unless the employee is in full paid status for at least eleven (11) working days.

11.9 Employees may take up to five (5) days of scheduled unpaid leave per fiscal year, with the approval of the General Manager.

ARTICLE 12. FAMILY MEDICAL LEAVE

12.1. Sick Leave

12.1.1. Sick leave is defined as absence from work due to the employee's illness, injury, or quarantine due to exposure to a contagious disease. In addition, accrued sick leave may be utilized for an employee or employee family member's illness or preventative care. Sick leave may may be utilized for dentist and doctor appointments provided prior notice is provided to the employee's immediate supervisor or General Manager.

- 12.1.2. Employees shall earn twelve (12) days of sick leave per year. Sick leave shall accumulate without limit.
- 12.1.3. Sick leave is a privilege. It is not to be used at the employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, for the purposes permitted in section 12.1.1.
- 12.1.4. In order to receive compensation while on sick leave, the employee shall notify the immediate supervisor prior to the time of the beginning of the regular work day, or as soon thereafter as practical.
- 12.1.5. The District may require verification from a medical provider for the absence if the absence continues for more than three (3) consecutive work days. In addition, verification may be required at any time if sick leave usage is excessive or a pattern of atypical absences (e.g. Mondays, Fridays, etc.) emerges.
- 12.1.6. An employee may use a maximum amount of six (6) days of accrued sick leave per year in order to take care of the employee's spouse, registered domestic partner, child, grandchild, parent, grandparent, sibling, or designated person who suffers from an illness/injury or to accompany that person to a medical appointment in accordance with section 12.1.1 of this section. For the purposes of this provision, a "designated person," means a person identified by the employee for the purposes of sick leave usage. The District reserves the right to limit employees to designating one person per year as their "designated person" for sick leave use.

12.1.7. Sick Leave Conversion

Sick leave has no cash value upon separation from employment. However, sick leave may be converted to CalPERS service credit at the time of an employee's retirement in accordance with the terms of the District's contract with CalPERS.

12.2. Family Leave

12.2.1. Entitlement to Leave

Any employee with more than 12 months of service with the District and who has at least 1,250 hours of service with the District during the previous 12 month period may take up to a total of 12 weeks in any 12 month period for family care and medical leave.

12.2.2. Terms of Family Care and Medical Leave

An employee shall be entitled to family care and medical leave as set forth in Government Code §12945.2.

12.2.3. Use of Sick Leave

An employee shall be required to use accrued sick leave during the period of leave. However, an employee shall not use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child (“bonding” leave).

12.2.4. Payment of Health Premiums

The District office shall be required to maintain and pay for coverage for the duration of the leave, not to exceed 12 weeks in a 12 month period. The District may recover the premium that it paid as required by this Section for maintaining coverage for the employee under the group health plan if both the following conditions occur:

12.2.4.1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired.

12.2.4.2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under Section 12.2 or other circumstances beyond the control of the employee.

12.2.5. Advance Notice of Leave

If the employee's need for a leave pursuant to this Article is foreseeable, the employee shall provide the District with 30 days advance notice of the need for the leave.

12.2.6. Health Care Provider Certification of Leave

An employee requesting leave because of the employee's own serious health condition must provide a health care provider's certification as required by Government Code §12945.2(j).

12.2.7. Amendment of Statutory Law

This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code §12945.2, the FMLA, or any other applicable law. If any such amendment gives the District discretion to require any act by the employee, the act shall be deemed to be required.

ARTICLE 13. BEREAVEMENT LEAVE

13.1. After having been employed by the District for a period of at least 30 days, an employee may take up to three (3) days of bereavement leave with pay following the death of a member of the employee's family. The employee may take an additional two (2) days of unpaid bereavement leave for the death of the employee's family member. The additional two (2) days will be unpaid, except that the employee may use accrued vacation, sick, or other earned compensatory time off to remain in paid status during this time.

13.1.1. Advance notice to the employee's immediate supervisor shall be given as soon as possible. Except in extraordinary circumstances, approval shall be promptly granted.

13.1.2. For the purposes of this Article, a member of the employee's family means a spouse, domestic partner, parent, child, grandparent, grandchild, sibling or parent-in-law.

13.1.3 Days of bereavement leave used under this Articles, need not be consecutive, but must be completed within three (3) months of the date of death of the employee's family member.

13.1.4 The General Manager may, within thirty (30) days of the first day of leave, require that an employee provide documentation of the death of their family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

ARTICLE 14. DISCIPLINARY ACTION

14.1. Definition

Discipline, as used in this Article includes, but is not limited to dismissal, demotion, suspension, as described in section 14.3 of this Article.

This Article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

14.1.1. Permanent/Probationary

Pursuant to this Article, bargaining unit employees with permanent status shall be subject to discipline only for cause. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District.

14.1.2. Progressive Discipline

In accordance with the concept of "progressive discipline", counseling and an opportunity for improvement shall typically precede disciplinary action. In particular, however, this concept shall not apply in cases involving gross misconduct.

14.2. Causes for Discipline of a Permanent Employee

The District may discipline permanent employees pursuant to the following provisions:

14.2.1. The discipline shall be based upon just cause, including but not limited to:

14.2.1.1. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other district records.

14.2.1.2. Incompetency or inefficiency in performance of the duties of his/her position.

14.2.1.3. Inexcusable neglect of duty.

- 14.2.1.4. Abandonment of position. Three days of continuous absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation.
- 14.2.1.5. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
- 14.2.1.6. Commission of an act involving moral turpitude.
- 14.2.1.7. Conviction of a felony, conviction of any sex or substance abuse offense or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 14.2.1.8. An act of insubordination. This shall include, but is not limited to, refusal or failure to comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- 14.2.1.9. While on duty, or was under the influence of, or unlawfully possessed any controlled substance.
- 14.2.1.10. Consumption of an alcoholic beverage, or an intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage or intoxicant into a District facility or onto a District property.
- 14.2.1.11. Knowingly provided, in a verbal or written manner, confidential employee and/or District records to an unauthorized person or persons.
- 14.2.1.12. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- 14.2.1.13. Unauthorized use, or misuse, of district supplies, materials, facilities or other property.
- 14.2.1.14. Willful/knowing violation of district rules, policies or procedures. This shall also include refusal to obey safety

rules or regulations made applicable by any appropriate state or federal governmental agency.

- 14.2.1.15. Failure to possess or keep in effect any license, certificate, or other similar requirement required by the District for service in the employee's classification shall result in termination as a ministerial act.
- 14.2.1.16. Inexcusable, discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- 14.2.1.17. Conduct, either during or outside of duty hours, which negatively impacts the employee's ability to render service to the District.
- 14.2.1.18. Physical or mental disability as determined by competent medical authority, which precludes the employee from the proper performance of his/her duties and responsibilities, except as otherwise provided by contract or by law regulating retirement of employees.
- 14.2.1.19. It shall be a violation of District Policy for any employee to operate a motor vehicle or other dangerous equipment, to use prescription or non-prescription drugs during the time period beginning eight (8) hours before the onset of the work shift and continuing uninterrupted through the completion of the work shift, if such drug might impair the safe and efficient operation of equipment and/or a vehicle. (i.e. the prescription or non-prescription drug contains a warning label on the bottle or package that use of the drug may induce dizziness, sleepiness, drowsiness or might impair the user's ability to operate a motor vehicle or dangerous machinery).

- 14.3. The District may impose any of the following actions in response to actions described, or reasonably contemplated by this article:

14.3.1 Counseling Memo.

A counseling memo may be provided to an employee to identify; a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year. A counseling memo is not subject to the discipline or discipline appeal procedures described below.

14.3.2 Verbal Reprimand.

A verbal reprimand is a verbal direction from a supervisor employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand may be documented in writing and retained in the supervisor's file until the completion of the evaluation year. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

14.3.3 Written Reprimand

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file. A written reprimand is not subject to the discipline or discipline appeal procedures described below. However, an employee shall have thirty (30) calendar days from the date the written reprimand is issued to the employee, to request an appeal meeting with the General Manager or designee. The General Manager shall issue a written decision on the appeal within fourteen (14) calendar days from the meeting. The General Manager's or designee's determination on the appeal shall be conclusive.

If a written reprimand is to be entered into the personnel file after the appeal process is final, an employee shall have five (5) calendar days from the date of the General Manager's written decision on the appeal within which to file a written response to such reprimand, and such written response shall be attached to the reprimand. A written reprimand issued to an employee pursuant to this section and the attached response shall, upon request of the affected employee, be removed from the employee's personnel file after three years have lapsed.

14.3.4 Suspension Without Pay

The District may suspend an employee from their position without pay for cause. Documents related to a suspension shall become part of the employee's personnel

file when the suspension is final. A suspension without pay issued to an employee pursuant to this section shall, upon request of the affected employee, be removed from the employee's personnel file after three years have lapsed. A suspension without pay is subject to the discipline appeal procedures described below.

14.3.5 Demotion or Reduction in Step.

The District may demote an employee from their position to a position in a lower classification, or may move the employee to a lower step within the salary range for their current position, for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final. A demotion is subject to the discipline and discipline appeal procedures described below.

14.3.6 Dismissal.

The District may dismiss an employee from their position for cause. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

14.4 Procedure for Imposing Disciplinary Action on an Employee

14.4.1. Pre-disciplinary Safeguards

Prior to imposition of disciplinary action described by sections 14.3.4 through 14.3.6 above, the district shall give written notice to the employee. This written notice of proposed disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by email and certified mail, return receipt requested, at least ten (10) work days prior to the date when the disciplinary action is proposed to be effected.

14.4.2. Contents of Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

14.4.2.1. A statement, in ordinary and concise language, of the specific acts and omissions upon which the proposed disciplinary action is based;

14.4.2.2. A statement of the cause, or causes, for the action taken;

- 14.4.2.3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- 14.4.2.4. A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- 14.4.2.5. A statement that the employee may file a request for hearing to the Fire Chief or his/her designee within ten (10) work days after service of the written notice;
- 14.4.2.6. A statement that failure to respond by the time specified in section 14.4.2.5, constitutes a waiver of the right to respond prior to final discipline being imposed
- 14.4.2.7. A statement that the employee may have a representative of their choice present during any oral response meeting they request in response to the proposed disciplinary action.
- 14.4.2.8. A copy of all materials upon which the intended discipline is based will be enclosed with the Notice.

14.5. Immediate Effect

- 14.5.1. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the public, or other employees of the District.
- 14.5.2. This verbal notification shall be followed by service upon the employee of the written notice as set forth in 14.3.2.
 - 14.5.2.1. An employee may be subsequently suspended without pay, subject to demotion or discharge, after satisfaction of the "Skelly" due process requirements.

14.6. Union Representation

The employee may request the presence of an Union representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

14.7. Pre-Disciplinary Response (*Skelly*)

If the employee requests an opportunity to provide an oral response to the proposed discipline, the Fire Chief or designee will hold an informal meeting (*Skelly* conference) with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against them and present any mitigating circumstances. The Fire Chief or designee will consider the employee's presentation before issuing the disciplinary action.

The employee's failure to attend the conference, to deliver a written response by the date specified in the notice of proposed disciplinary action, is a waiver of the right to respond.

The employee may request an extension of time to submit a written response and/or *Skelly* conference. This request must be in writing, emailed to the Fire Chief or designee within ten (10) working days of the date specified in the notice of proposed disciplinary action. The written response and *Skelly* conference date extension will be mutually agreed upon.

14.8. Final Decision Regarding Disciplinary Action

After the *Skelly* conference and/or timely receipt and consideration of the employee's written response, the Fire Chief or designee may recommend to: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the General Manager or designee will provide the employee with a notice set forth in section 14.9 below.

14.9 Notice of Disciplinary Action

To impose the disciplinary action, the General Manager or designee, shall issue a final notice of disciplinary action to the employee, including at minimum, the following information:

14.9.1 The level of discipline, if any, to be imposed and effective date of the discipline;

14.9.2 The specific charges upon which the discipline is based;

14.9.3 A summary of the facts that show that the elements of each charge at issue in the intended discipline;

14.9.4 A copy of all materials upon which the discipline is based; and

14.9.5 A reference to the employee's appeal right and deadline to appeal. The employee shall have ten (10) working days to request an appeal. Any such request must be in writing, delivered to the General Manager.

The final notice of disciplinary action will be sent by method that verifies delivery to the employee's last known address or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the District, or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

14.10 Right to Appeal Disciplinary Action

14.10.1. If the employee served with notice of disciplinary action files a timely request for hearing (within 10 working days from the date of final notice), the Board of Directors may conduct such hearing itself or may appoint a designee to conduct such a hearing.

14.10.1.1. Such designees may include, but is not limited to, a hearing officer (e.g. an Administrative Law Judge obtained through the Office of Administrative Hearings).

14.10.1.2. Any decisions rendered by such a designee shall be advisory to the Board.

14.10.2. If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the General Manager or his/her designee, and previously served upon the employee.

14.10.3. The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or its designee may deliberate in the absence of the employee and the District administration.

14.10.4. At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce

relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

14.10.5. The Board of Director's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

14.11. General Provisions

14.11.1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

14.11.2. A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his chosen representative prior to signing it.

ARTICLE 15. GRIEVANCE PROCEDURE

15.1. Definition

The provisions of this Article are intended to provide a procedure by which an employee or union representative may formally claim that there has been a violation, misapplication, or misinterpretation of a specific provision of this MOU. Throughout this Article (15), work day shall mean any day that the offices of the District are open to the public.

If the grievant fails to make a timely presentation of the grievance, or fails to appeal within the specified time limits of each step of the grievance procedure, the issue shall be considered closed.

15.2. Steps of the Grievance Procedure:

15.2.1. INFORMAL:

15.2.1.1. An employee and/or a union representative who believes they have a grievance shall present it orally to the immediate supervisor within ten (10) work days after the employee and/or union representative knew, or reasonably should have known, of the circumstances which formed the basis of the grievance.

15.2.1.2. The immediate supervisor shall meet and discuss the matter with the employee and/or union representative within five (5) work days after the presentation of the grievance. The intent of this meeting is to attempt resolution of the matter.

15.2.2. LEVEL ONE:

15.2.2.1. If the grievance is not resolved at the Informal Level to the employee's satisfaction, the grievant and/or a union representative shall present their grievance in writing on a form provided by the District (Exhibit "C") to the General Manager/Employee Relations Officer within ten (10) working days after the informal meeting (15.2.1) with the supervisor.

15.2.2.2. The written statement on Exhibit "C" shall include a concise statement of the facts giving rise to the grievance. This shall include, at a minimum, specific reference to the Articles and paragraphs of this MOU alleged to have been violated, misapplied, or misinterpreted; the circumstances involved; the decision rendered by the immediate supervisor; and the specific remedy sought.

15.2.2.3. The General Manager, or General Manager's designee, shall review the grievance and communicate /their decision within ten (10) working days after receiving the LEVEL ONE grievance. The decision shall be reduced to writing and shall include the reasons for the decision and will be given to all parties in interest.

15.2.3. LEVEL TWO (Optional)

If the grievant is not satisfied with the District's LEVEL ONE decision, they may request the matter to be reviewed by the State Mediation and Conciliation Services (SMCS).

15.2.3.1. If the District or the Union believe that mediation would be helpful in resolving the grievance, a mediator shall be requested from SMCS.

15.2.3.2. The decision of the mediator, which may be written or oral, shall advise the parties of his/her findings of the facts and his/her suggested solution. Reasons and rationale shall be provided.

15.2.3.3. The decision of the mediator is advisory only. The Board of Directors shall review the decision and render a final decision in writing.

15.2.4. LEVEL THREE

If the grievant and/or union representative is not satisfied with the LEVEL ONE decision, and if mediation (if utilized) does not resolve the grievance, the union may appeal to move the matter to arbitration by filing a request for arbitration in writing with the General Manager.

15.2.4.1. To be timely, the request for arbitration must be received within ten (10) working days of the date the General Manager's decision. As soon as reasonably possible after the matter has been referred by arbitration, the parties shall request a panel of seven arbitrators from the California State Mediation and Conciliation Service. The parties or their representatives shall alternatively strike from the SMCS list until one name remains and that person shall serve as the Arbitrator.

15.2.4.2. At the arbitration hearing, both sides shall be solely responsible for the costs associated with the presentation of their case including but not necessarily limited to the costs associated with their representative and witnesses. The costs and fees associated with the Arbitrator and court reporter shall be divided evenly between the parties.

15.2.4.3. The decision of the Arbitrator shall be advisory to the Board. The Arbitrator shall have no authority to add to, modify or delete any provisions of the labor agreement between the parties.

The Board of Directors shall thereafter issue a written decision to the parties involved. The decision of the Board shall be final and binding on all parties.

15.3. General Provisions

15.3.1. By mutual agreement of the District and the grievant, the time limits of any step of the grievance procedure may be extended.

15.3.2. A copy of all written grievance decisions shall be kept in a permanent file by the Board of Directors. In addition, a copy shall be placed in the employee's permanent personnel file, not to exceed three (3) years.

15.3.3. Unless a grievance is settled on a non-precedent setting basis, any final resolution may be used to resolve any future grievances of a similar nature.

ARTICLE 16. FRINGE BENEFITS

16.1. General Statement

Every new employee shall have explained to them the benefits available, the eligibility requirements, limitations and coverage.

16.2. Insurance Premiums

Each employee is eligible to receive benefits on the terms set forth in Exhibit "D."

ARTICLE 17. FULL UNDERSTANDING, MODIFICATION AND WAIVER

17.1. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

17.2. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this MOU.

17.3. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU. No agreement, alteration, understanding, variation, waiver, or modification, of any of the terms or provisions contained herein shall in any manner be binding upon the parties unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District.

17.4. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 18. TERM

18.1. Ratification

This MOU shall be of no force or effect until ratified and approved by formal action of the Board of Directors of the District, the employees covered by the MOU and has been executed by the Union Business Manager or his/her authorized representative on behalf of the Union. It is recognized that certain provisions herein may require ordinance changes in order to be effectuated.

18.2. Effective Date

This MOU shall become effective at the beginning of the pay period in which ratification by both parties occurs, or on July 1, 2023, whichever is later.

18.3. Ending Date

This MOU shall continue in full force and effect until midnight June 30, 2026.

18.4. Re-opener Negotiations

If at any time during the term of this Agreement, any provision of the current MOU becomes in conflict with any Federal or State law, changed, suspended, declared inoperative by any reason, or impacted by provisions of the Internal Revenue Service, the parties shall meet and confer with the intent of negotiating a substitute provision and any other related provisions.

18.5. Successor Negotiations

18.5.1. Any proposal for a successor Agreement shall be submitted no later than ninety (90) calendar days prior to expiration of this Agreement.

18.5.2. If either party submits a proposal, the other shall have thirty (30) calendar days from receipt of the proposal to submit a counterproposal. In the absence of mutual agreement, negotiations shall commence within thirty (30) days thereafter. If the time period defined above is not complied with, then the ending date provisions defined by Article 18.3 shall apply. Furthermore, any special agreements with individual members of the bargaining unit will expire along with the current MOU. The terms and conditions of this agreement shall apply equally to all members of the bargaining unit. All members of the bargaining unit will work a full-time schedule of forty (40) hours per week.

18.5.3. If no proposal is submitted pursuant to 18.5.1 the non-sunsetted provisions of this Agreement shall be extended for twelve (12) months.

EXHIBIT "A"

**RESORT IMPROVEMENT DISTRICT NO. 1
SHELTER COVE**

Classifications in the Bargaining Unit

Utility Worker, Utility Operator, Senior Utility Operator, Utility Superintendent, Capital Construction Crew (Construction Crew Superintendent, Construction Crew Foreman, Construction Crew Operator, Construction Crew Laborer)

The District retains the sole and exclusive right to the development of classified job descriptions. The Union retains the right, upon request, to negotiate the effects (if any) of changes to the job descriptions.

EXHIBIT "B-1"

EXHIBIT "B-1"										
RESORT IMPROVEMENT DISTRICT #1 HOURLY WAGE SCHEDULE	Salary Schedule Conversion									
	<i>Without 2023 General Wage increase</i>									
	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Water Plant / Wastewater Plant Operator	\$24.69	\$25.31	\$25.94	\$26.59	\$27.26	\$27.94	\$28.64	\$29.35	\$30.09	\$30.84
Senior Water Plant / Wastewater Plant Operator	\$36.24	\$37.15	\$38.08	\$39.03	\$40.00	\$41.00	\$42.03	\$43.08	\$44.16	\$45.26
Water / Wastewater Superintendent	\$53.48	\$54.82	\$56.19	\$57.59	\$59.03	\$60.51	\$62.02	\$63.57	\$65.16	\$66.79
Journeyman Power Distribution							\$55.41	\$56.79	\$58.21	\$59.67
Industrial Electrician & Instrumentation Technician							\$52.31	\$53.62	\$54.96	\$56.33
Apprentice Journeyman Power Distribution							\$36.35	\$40.39	\$44.88	\$49.87
Power Generation Superintendent							\$62.02	\$63.57	\$65.16	\$66.79
Construction Crew Superintendent	\$53.48	\$54.82	\$56.19	\$57.59	\$59.03	\$60.51	\$62.02	\$63.57	\$65.16	\$66.79
Construction Crew Foreman	\$46.15	\$47.30	\$48.48	\$49.69	\$50.94	\$52.21	\$53.52	\$54.85	\$56.22	\$57.63
Construction Crew Operator	\$33.52	\$34.36	\$35.22	\$36.10	\$37.00	\$37.92	\$38.87	\$39.84	\$40.84	\$41.86
General Laborer	\$21.01	\$21.54	\$22.07	\$22.63	\$23.19	\$23.77	\$24.37	\$24.98	\$25.60	\$26.24
Upon completion of the Apprenticeship program, Apprentices shall be promoted to the Journeyman classification										
Upon successful completion of the Operator in Training (OIT) program, General Laborers can be promoted to the Water Plant/ Wastewater Plant Operator classification, should they choose.										

EXHIBIT "B-1"										
RESORT IMPROVEMENT DISTRICT #1 HOURLY WAGE SCHEDULE	Hourly Wage Rates July 1, 2023									
	<i>With 2023 General Wage increase = 3.0%</i>									
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Water Plant / Wastewater Plant Operator	\$25.44	\$26.07	\$26.72	\$27.39	\$28.08	\$28.78	\$29.50	\$30.23	\$30.99	\$31.77
Senior Water Plant / Wastewater Plant Operator	\$37.33	\$38.26	\$39.22	\$40.20	\$41.20	\$42.23	\$43.29	\$44.37	\$45.48	\$46.62
Water / Wastewater Superintendent	\$55.09	\$56.46	\$57.87	\$59.32	\$60.80	\$62.32	\$63.88	\$65.48	\$67.12	\$68.79
Journeyman Power Distribution							\$57.07	\$58.50	\$59.96	\$61.46
Industrial Electrician & Instrumentation Technician							\$53.88	\$55.22	\$56.60	\$58.02
Apprentice Journeyman Power Distribution							\$37.44	\$41.61	\$46.23	\$51.36
Power Generation Superintendent							\$63.88	\$65.48	\$67.12	\$68.79
Construction Crew Superintendent	\$55.09	\$56.46	\$57.87	\$59.32	\$60.80	\$62.32	\$63.88	\$65.48	\$67.12	\$68.79
Construction Crew Foreman	\$47.53	\$48.72	\$49.94	\$51.18	\$52.46	\$53.78	\$55.12	\$56.50	\$57.91	\$59.36
Construction Crew Operator	\$34.52	\$35.39	\$36.27	\$37.18	\$38.11	\$39.06	\$40.04	\$41.04	\$42.06	\$43.12
General Laborer	\$21.64	\$22.18	\$22.74	\$23.31	\$23.89	\$24.49	\$25.10	\$25.72	\$26.37	\$27.03
Upon completion of the Apprenticeship program, Apprentices shall be promoted to the Journeyman classification										
Upon successful completion of the Operator in Training (OIT) program, General Laborers can be promoted to the Water Plant/ Wastewater Plant Operator classification, should they choose.										

EXHIBIT "B-1"										
RESORT IMPROVEMENT DISTRICT #1 HOURLY WAGE SCHEDULE	Hourly Wage Rates July 1, 2024									
	With 2024 General Wage increase = 2.5%									
	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Water Plant / Wastewater Plant Operator	\$26.07	\$26.72	\$27.39	\$28.08	\$28.78	\$29.50	\$30.23	\$30.99	\$31.77	\$32.56
Senior Water Plant / Wastewater Plant Operator	\$38.26	\$39.22	\$40.20	\$41.20	\$42.23	\$43.29	\$44.37	\$45.48	\$46.62	\$47.78
Water / Wastewater Superintendent	\$56.46	\$57.87	\$59.32	\$60.80	\$62.32	\$63.88	\$65.48	\$67.12	\$68.79	\$70.51
Journeyman Power Distribution							\$58.50	\$59.96	\$61.46	\$63.00
Industrial Electrician & Instrumentation Technician							\$55.22	\$56.60	\$58.02	\$59.47
Apprentice Journeyman Power Distribution							\$38.38	\$42.65	\$47.38	\$52.65
Power Generation Superintendent							\$65.48	\$67.12	\$68.79	\$70.51
Construction Crew Superintendent	\$56.46	\$57.87	\$59.32	\$60.80	\$62.32	\$63.88	\$65.48	\$67.12	\$68.79	\$70.51
Construction Crew Foreman	\$48.72	\$49.94	\$51.18	\$52.46	\$53.78	\$55.12	\$56.50	\$57.91	\$59.36	\$60.84
Construction Crew Operator	\$35.39	\$36.27	\$37.18	\$38.11	\$39.06	\$40.04	\$41.04	\$42.06	\$43.12	\$44.19
General Laborer	\$22.18	\$22.74	\$23.31	\$23.89	\$24.49	\$25.10	\$25.72	\$26.37	\$27.03	\$27.70
Upon completion of the Apprenticeship program, Apprentices shall be promoted to the Journeyman classification										
Upon successful completion of the Operator in Training (OIT) program, General Laborers can be promoted to the Water Plant/ Wastewater Plant Operator classification, should they choose.										

EXHIBIT "B-1"										
RESORT IMPROVEMENT DISTRICT #1 HOURLY WAGE SCHEDULE	Hourly Wage Rates July 1, 2025									
	<i>With 2025 General Wage increase = 1.0%</i>									
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Water Plant / Wastewater Plant Operator	\$26.33	\$26.99	\$27.66	\$28.36	\$29.07	\$29.79	\$30.54	\$31.30	\$32.08	\$32.88
Senior Water Plant / Wastewater Plant Operator	\$38.64	\$39.61	\$40.60	\$41.62	\$42.66	\$43.72	\$44.82	\$45.94	\$47.08	\$48.26
Water / Wastewater Superintendent	\$57.03	\$58.45	\$59.91	\$61.41	\$62.95	\$64.52	\$66.13	\$67.79	\$69.48	\$71.22
Journeyman Power Distribution							\$59.08	\$60.56	\$62.07	\$63.63
Industrial Electrician & Instrumentation Technician							\$55.78	\$57.17	\$58.60	\$60.07
Apprentice Journeyman Power Distribution							\$38.76	\$43.07	\$47.86	\$53.18
Power Generation Superintendent							\$66.13	\$67.79	\$69.48	\$71.22
Construction Crew Superintendent	\$57.03	\$58.45	\$59.91	\$61.41	\$62.95	\$64.52	\$66.13	\$67.79	\$69.48	\$71.22
Construction Crew Foreman	\$49.21	\$50.44	\$51.70	\$52.99	\$54.31	\$55.67	\$57.06	\$58.49	\$59.95	\$61.45
Construction Crew Operator	\$35.74	\$36.63	\$37.55	\$38.49	\$39.45	\$40.44	\$41.45	\$42.48	\$43.55	\$44.64
General Laborer	\$22.40	\$22.96	\$23.54	\$24.13	\$24.73	\$25.35	\$25.98	\$26.63	\$27.30	\$27.98
Upon completion of the Apprenticeship program, Apprentices shall be promoted to the Journeyman classification										
Upon successful completion of the Operator in Training (OIT) program, General Laborers can be promoted to the Water Plant/ Wastewater Plant Operator classification, should they choose.										

**RESORT IMPROVEMENT DISTRICT NO. 1
SHELTER COVE**

**Grievance Procedure
GRIEVANCE FORM**

Directions: This form is to be completed by a member of the unit filing a grievance.

1. _____
NAME (Last) (First) (Middle)

2. _____
ADDRESS HOME TELEPHONE

3. _____
REPRESENTATIVE (if any)

4. DATE GRIEVANCE OCCURRED: _____

5. GRIEVANCE: _____
(Clear, concise statement of circumstances and grievance)

AGREEMENT TERM(s) VIOLATED, MISINTERPRETED OR MISAPPLIED: _____

6. SPECIFIC REMEDY SOUGHT: _____

7. CONFERENCE REQUESTED: _____YES _____NO

RECEIVED BY: _____
NAME/TITLE DATE RECEIVED

Level ___I Level ___II Level ___III

**RESORT IMPROVEMENT DISTRICT NO. 1
SHELTER COVE**

Employee Insurance Benefits

1. Dental Insurance

The District will provide each employee, after one month of service, with an opportunity to enroll in a District selected dental plan. Subject to the lawful rules of the insurance provider, the employee may add dependents to the dental plan.

2. Medical Insurance

The District will provide each employee, after one month of service, with an opportunity to enroll in a District selected medical plan. District contributions vary according to the age of the employee. Subject to the lawful rules of the insurance provider, the employee may add dependents to the medical plan.

- The District will contribute toward employee medical insurance premiums up to the following amounts, beginning July, 2023:

Employee Only	\$2,000 per month
Employee+1	\$2,500 per month
Employee+2 or more	\$2,500 per month

Effective January 1, 2024, the District will contribute toward employee medical insurance premiums up to the following amounts:

Employee Only	\$2,000 per month
Employee+1	\$2,600 per month
Employee+2 or more	\$2,700 per month

Effective January 1, 2025, the District will contribute toward employee medical insurance premiums up to the following amounts:

Employee Only	\$2,000 per month
Employee+1	\$2,650 per month
Employee+2 or more	\$2,800 per month

If the cost of an employee’s selected medical insurance premium exceeds the amounts described above, the employee shall pay the additional amount required through payroll deductions. Employees working less than

full-time (40 hours per week) shall receive District paid insurance benefits equal to the percentage of “full-time” employment, up to the maximum amounts defined above. For example: An employee with a regularly assigned work schedule limited to 32 hours per week (80% of full-time) would pay 20% of the cost for insurance premiums through payroll deduction. Additionally, sick leave and vacation accruals defined by Article 11.3 will also be prorated for part-time employees relative to a full-time schedule. If an employee receives medical insurance coverage through their spouse or a partner, signs a District form electing not to receive (waiving) District paid medical coverage and provides the District with satisfactory proof of insurance coverage, effective upon ratification, the employee may opt out of the District provided medical plan. Effective July 2023, employees opting out of the District paid medical plan shall receive a monthly stipend in an amount equal to \$575 per month.

- The District will allow post retirement medical if the current healthcare provider allows 100% of all costs associated with this benefit to be paid by the retired employee, including all administrative fees directly related to this option. The District also reserves the right to change healthcare providers or medical plans as necessary to respond to future changes in cost or District needs. The District must not be restricted by this provision in any way or liable for increased costs to the retired employee as a result of changing providers or medical plans. This benefit will be terminated if the District is required to pay any costs associated with retired employee medical benefits to remain eligible. This benefit will be terminated if the District changes healthcare providers or selected plan to one that does not allow such benefits or requires the District to pay any part thereof to remain eligible. Employees must also be eligible for retirement benefits as defined by Cal PERS relative to age and must have completed at least ten (10) years of service with the District.

During the term of the MOU, the District and Union agree to meet to discuss exploring less costly medical plans that will provide substantially similar levels of coverage.

3. Medical Insurance Deductible

The District will reimburse each employee up to a maximum of \$ 600 per year for the “Annual Medical Deductible” associated with the HMO Saver plan defined as: (applies to inpatient hospital, outpatient hospital, and ambulatory surgical centers, except medical emergencies). This reimbursement **does not** apply to any other medical expenses. The District reserves the right to reopen negotiations regarding dental, vision, and life insurance premiums if costs to the District increase by more than 5% a year.

4. Life Insurance

The District will pay the following schedule for each employee’s Life Insurance Policy:

- For 1 to 10 (one to ten) years of service, \$100,000 policy
- For 11 to 20 (eleven to twenty) years of service, \$200,000 policy
- Over 20 (twenty) years of service, \$250,000 policy

Additionally, employees who desire greater coverage will, at their option and cost, have the ability to purchase additional life insurance in increments of \$1, 000 coverage.

5. Long Term Disability

The District will allow employees to pay the premium of long term disability insurance if such a program is available to the District at no cost to the District and the insurance plan allows individual employees to opt in or out of the program.

6. Vision Insurance

The District will pay the premium for employee family vision insurance.