



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**LOS OSOS COMMUNITY SERVICES DISTRICT**

**AND**

**SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION**

**FOR THE**

**MISCELLANEOUS EMPLOYEE BARGAINING UNIT**

**2022 - 2024**



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ATTACHMENT "A" (WAGE SCALES)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS OSOS COMMUNITY SERVICE DISTRICT  
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION  
MISCELLANEOUS EMPLOYEE UNIT  
2022 – 2024**

**1. DESIGNATION OF THE PARTIES**

This Agreement is entered into as of July 1, 2022, by and between the Los Osos Community Service District (hereinafter referred to as "District"), located at 2122 9<sup>th</sup> Street, Los Osos, California 93402 and the San Luis Obispo County Employees' Association (hereinafter referred to as "Association") located at 1035 Walnut Street, San Luis Obispo, California 93401.

Pursuant to Section 3500 et seq. of the Government Code of the State of California, the duly authorized representatives of the District and the Association, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

**2. TERM**

The District and the Association agree that the term of this Agreement commences on July 1, 2022 and expires on June 30, 2024, with the option of a one-year (1) extension at the election of both parties.

**3. RECOGNITION**

Pursuant to District resolution 2002-09, adopted February 20, 2002, the District recognizes the Association as the exclusive representative of the employees in the Miscellaneous Employee Bargaining Unit and as the bargaining agent for the employees in said unit. Pursuant to District Resolution 2013-10, adopted June 6, 2013, the District established two career series to support the administrative and utilities department as members of this Miscellaneous Employee Bargaining Unit.

The term "employee" or "employees" as used herein shall refer to those persons in the Miscellaneous Employee Bargaining Unit occupying positions in the following listed classifications:

- Admin Clerk I, II, III
- Utility Billing Specialist
- Water Resource Crew Leader
- Water Resource Operator Trainee I, II, III and IV

#### **4. RENEGOTIATION**

In the event either party desires to negotiate a successor Agreement at the end of the term of this Agreement which expires on June 30, 2024, such party shall serve upon the other during the period April 1 to June 1 in the year the term expires, its written request to begin negotiations as well as its initial written proposals for a successor Agreement. In the event one of the parties indicates such a desire to negotiate, the other party must submit its initial proposals within fifteen (15) days after receipt of the written request to begin negotiations.

Negotiations shall begin the later of thirty (30) days after such receipt of the initiating party's written request to begin negotiations or June 1, in the year the term expires.

#### **5. DISTRICT RIGHTS AND RESPONSIBILITIES**

The District retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following:

To manage and direct its business and personnel to manage, control, and determine the mission of its department buildings, facilities, and operations; to create, change combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by any law regulating, authorizing or empowering the District to act or refrain from acting. However, the District agrees to consult with the Association in regard to any proposed subcontracting, which would result in the elimination of unit members' jobs.

#### **6. WORK LOCATION**

Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. Management shall give the employee at least five (5) working days advance written notice if the reassignment is intended as a permanent change. If the reassignment is intended as temporary, management shall give the employee at least two (2) working days' notice. The designated normal work location is the place at which the employee spends the

largest part of his or her regular working day or working time or the place to which he or she returns upon completion of special assignments. Said notice provision may only be waived by written agreement of the employee. As used in this section:

"Emergencies" include unanticipated employee absences; and "Temporary reassignments" means reassignments that are for thirty (30) days or less, although a temporary assignment may include periods in excess of thirty (30) days when necessary to cover employee leaves of absences, temporary workload matters or special projects.

It is the District's policy to discourage changes in work location without two (2) day notice; however, reassignment on less than two (2) day notice or no notice may be necessary from time to time.

## **7. WAGES**

- 7.1 The parties agree to the following Cost of Living Adjustments (COLA) which will revise the rates currently in effect as shown in the District salary schedule in effect as of the date of this agreement which is July 1, 2019 (Attachment "A"):
- a) 5.25% COLA effective the pay period that includes July 1, 2022
  - b) 5.25% COLA effective the pay period that includes July 1, 2023

## **8. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) "PICK UP"**

- 8.1 Board's Resolution No. 2008-26 adopted on November 6, 2008 affirmed its contribution rate to pick up 5.84% of the employee's CalPERS designated as member contribution. The employee is then responsible for 1.16% of the member contribution rate of 7%. Effective July 1, 2015 the contribution rate of pick up by the employee is increased to 4.16% and reduced for the employer to 2.84% of the total member contribution rate of 7%. Effective July 1, 2016 the contribution rate of pick up by the employee is increased to 6.16% and reduced for the employer to 0.84% of the total member contribution of 7%.

Effective July 1, 2017 the employee's share of the pickup shall be increased and the District's share reduced .84%. As an offset, employees shall receive a wage increase of .84% in addition to the COLAs specified in 7.1 above.

This provision does not apply to employees who have never worked for an agency that contracted with CalPERS for retirement. These employees from hereon will be referred to as Tier 2 employees or Non-Legacy employees. The District cannot legally "pick-up" any portion of the Member's contribution as provided by the Public Employee Pension Reform Act (PEPRA) that became effective on January 1, 2013.

- 8.2 Unit members shall have no option to receive the contributed amounts directly instead of having them paid by the District to CalPERS on behalf of the unit members.

The parties agree that the District's "pick-up" of employee, CalPERS contributions is based on the tax treatment permitted by California and Federal law including state statutes and regulations and federal statutes, regulations and revenue rulings. It is understood that these laws may be altered by the lawmaking bodies and agencies and such a contingency is beyond the control of the parties.

SLOCEA and the individual members of the bargaining unit shall defend, indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability including, but not limited to, liability for back taxes and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members or their heirs, successors or assigns, arising out of this Agreement to partially pay the employee's contribution to CalPERS.

- 8.3 CalPERS Plan Change  
Effective July 1, 2003, the retirement plan for the Miscellaneous Employee Bargaining Unit shall be changed to the highest twelve months of salary instead of the highest thirty-six months of salary. The increase in the cost for this change in the CalPERS Plan shall be borne by the District. For Tier 2 or Non-Legacy employees, as described in Section 8.1, are subject to the limits set by PEPRA which uses the last three-year final compensation.

- 8.4 CalPERS Plan  
Effective June 6, 2005, the retirement plan for the Miscellaneous Employee Bargaining Unit was amended to use an attained age percentage formula, commonly referred to as "2% at 55 years of age."

For Tier 2 or Non-Legacy employees, the pension reform legislation (PEPRA) is under "2% at 62 years of age."

## **9. CAFETERIA BENEFIT PLAN**

- 9.1 District has the right to change medical and/or dental providers offered by the District during the course of this agreement. The District agrees that it will not arbitrarily or unreasonably deny the Association the opportunity to offer to active and/or retired regular or associate members of the Association and Association sponsored health insurance plan under the District's Cafeteria 125 Plan effective with the plan year commencing January 1, 2008.

- 9.2 CalPERS Health Insurance

- 9.2.1 The Minimum Employer Contribution amount is prescribed by Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The District's current minimum

obligation under PEMHCA is \$133.00 per active and retired employees. CalPERS will increase this amount to \$149.00 per active and retired employees, effective January 1, 2022.

- 9.2.2 The District hereby declares that the liability referred to in 9.2.1 is included in the cafeteria amounts paid by the District to active employees for their medical and health plans as described in Section 9.4.
  - 9.2.3 The District further declares that it will continue to pay the mandated amounts for retired employees who remain under the CalPERS medical program and as billed by CalPERS monthly. This amount is not otherwise payable to the retired employee for any medical coverage outside CalPERS.
  - 9.2.4 The District has no other liability to pay for the medical/health plan of employees who opt not to participate in CalPERS health insurance program other than the cafeteria contributions as listed in Section 9.4. For employees who opt out of the CalPERS medical plan or any future District's medical/health plan the employee has to provide proof of alternative health insurance coverage.
- 9.3 Parties agree that all employees shall be enrolled in one of the health care plans offered by the District or the Association, except as otherwise noted in Section 9.2.4 above. All employees are required to participate in vision and dental plans and may cover dependents as allowed by the plans and any pertinent legislation.
- 9.4 Recognizing the increasing costs of healthcare for families and to simplify payroll calculations, the District agrees to contribute the following monthly cafeteria benefit payments, effective July 1, 2022; it is to be noted that these amounts include any District's mandated portion of the program costs that are billed by CalPERS as described in Section 9.2.1:
- a) Employee plus two (2) or more dependents shall receive one thousand dollars (\$1,000.00).
  - b) Employee plus one (1) dependent shall receive eight hundred and twenty-five dollars (\$825.00).
  - c) Employee only shall receive seven hundred and fifty dollars (\$750.00).
  - d) Employee who opts out of CalPERS medical shall receive seven hundred and twenty-five dollars (\$725.00).
- 9.5 The District agrees to share any increases imposed by CalPERS Medical during the term of this agreement, with a cost sharing of 50/50. The District will cover 50%, with the employee covering 50% of the increases imposed by CalPERS.

## 9.6 Limited Reopener

The parties hereto agree to a limited reopener during the term of the agreement for the purposes of meeting and conferring on an alternative formula for determining the 50/50 cost share, pursuant to section 9.5.

Such reopener shall take place at the request of either party no sooner than March 1, 2023, nor later than April 30, 2023.

In the event that the reopener is initiated by either party, the parties shall meet and confer for a period not to exceed 30-days. If the parties fail to reach agreement during the 30-day period, the meet and confer process shall conclude and the provisions specified in section 9.5 shall remain in force. Moreover, if neither party initiates the reopener as specified above (March 1, 2023 – April 30, 2023), the reopener shall be deemed to be waived by both parties, and the agreement shall remain unaltered until/unless modified by parties through successor negotiations.

## 10. OVERTIME

10.1 Non-exempt Employees shall be paid for overtime or earn compensatory time off at the rate of one and one-half (1 ½) times the non-exempt employee's regular rate of pay.

10.2 Overtime shall be defined as and provided for in Section 3000.5 of the District's Personnel Policy effective July 1, 2001, except as provided herein. Any change in the overtime policy as set forth in the District's Personnel Policy, applicable to this bargaining unit, shall be subject to meet and confer.

a) Overtime will be computed as hours worked in excess of 40 hours per week. Vacation, Sick leave, Compensatory Time off or any other personal leave will not count as hours worked for purposes of computing overtime.

10.3 It is the District's policy to discourage overtime whenever possible.

10.4 Compensatory Time

a) Each non-exempt employee may carry a maximum balance of ninety-six (96) hours of compensatory time. Overtime in excess of the allowable maximum of compensatory time shall be paid in cash.

b) Compensatory time off shall be taken on dates mutually agreed upon by the employee and the supervisor with due consideration given to the needs of the district and current workloads.



## **11. LEAVES OF ABSENCE**

11.1 Voluntary Leaves of Absence without Pay that are not eligible for Family Medical Leave or any other medical leave:

11.1.1 With the approval of the General Manager or his/her designee, an employee may request a leave of absence without pay for a period of up to thirty (30) days. Any voluntary leaves without pay greater than thirty (30) days must be recommended by the General Manager and pre-approved by the Board of Directors. In no event, shall voluntary leaves be granted in excess of six (6) months.

11.1.2 Voluntary leaves of absence without pay, if authorized, may be taken in conjunction with, and at the conclusion of, an authorized use of vacation time or sick leave.

11.1.3 A leave of absence without pay will be without any accrual of pay, time in service, vacation and sick leave.

11.1.4 Due to the District's limited work force, maintenance of job classifications for the term of a voluntary authorized leave of absence without pay cannot be guaranteed beyond the date of the end of the leave period.

11.1.5 Family Medical Leave: The FMLA Policy adopted by the District on December 4, 2003, is hereby incorporated herein by reference.

11.2 Pregnancy Leave: The Pregnancy Related Leaves and Transfer Privileges Policy adopted by the District on December 4, 2003, are hereby incorporated herein by reference.

## **12. VACATIONS**

12.1 This policy shall apply to regular and probationary employees in all classifications.

12.2 Paid vacations shall be accrued according to the following schedule on an annual basis:

- a) From the date of employment to the fourth (4<sup>th</sup>) anniversary date of hire, at the rate of five-sixths (5/6<sup>th</sup>) of a working day per month paid employment (10 days/year);
- b) From the fourth (4<sup>th</sup>) anniversary date of hire to the ninth (9<sup>th</sup>) anniversary date of hire, at the rate of one and one-fourth (1¼) working days per month of paid employment (15 days/year);

- c) After the ninth (9th) anniversary date of hire, vacation time shall be accrued at the rate of one and two-thirds ( $1\frac{2}{3}$ ) working days per month of paid employment (20 days/year).
- 12.3 Employees of this bargaining unit shall cease to accrue vacation time after the employee has reached the following number of hours as follows:
- a) From the date of employment to the fourth (4th) anniversary date of employment, the accrual amount shall be three hundred and twenty (320) hours;
  - b) From the fourth (4th) anniversary of the date of employment through the ninth anniversary date of employment accrual amount shall be four hundred (400) hours;
  - c) After the ninth (9th) anniversary date of employment, the accrual amount shall be four hundred and eighty (480) hours.
- 12.4 At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.
- 12.5 The District will not require an employee to take vacation in lieu of sick leave or leave of absence without pay during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has exhausted.
- 12.6 If a holiday falls on a workday during a vacation period, that day shall be considered as a paid holiday and not vacation time.
- 12.7 Probationary employees shall not accrue vacation time during the first six (6) months of the probationary period. However, after completion of the first six months of the probationary period, the employee is eligible for vacation leave. The employee will accrue forty (40) hours of vacation time upon completion of the first six (6) months of the probationary period.
- 12.8 Pay in lieu of vacation time away from work shall not be permitted.

### **13. SICK LEAVE/ BEREAVEMENT LEAVE**

- 13.1 Sick leave is defined as absence from work due to personal or family related illness (See Section 13.3), non-industrial injury or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to the employee's immediate supervisor.
- 13.2 Sick leave shall be accrued at the rate of one (1) working day per month cumulative to a maximum of one hundred eighty (180) working days.

- 13.3 Sick leave may be used for the needs of the employee and his or her spouse, domestic partner, parents, grandparents, child, step child, brother or sister, grandchild or corresponding relatives by marriage or any other person who is or was a legal dependent of the employee.
- 13.4 No paid sick leave in excess of five (5) days shall be granted because of the illness or death of a relative for any one occurrence of illness or death of such relative.
- 13.5 Employees who have more than eight (8) years of service with the District as a Regular Employee shall be entitled to exchange two (2) days or sixteen (16) hours of sick leave for one (1) day or eight (8) hours of vacation time. The maximum amount of time that can be exchanged during a calendar year shall be ten (10) days or eighty (80) sick leave hours for five (5) days or forty (40) vacation hours. For purposes of this exchange employees must maintain a minimum balance of forty-five (45) days or three hundred sixty (360) hours of sick leave and shall only be permitted to exchange those sick leave days or hours over the required forty-five (45) day or three hundred and sixty (360) hours sick leave balance.
- 13.5 (a) Employees who have more than fourteen (14) years of service (or part time equivalent) with the District as a Regular Employee shall be entitled to exchange up to five (5) days or forty hours (40) hours of sick leave for five (5) days or forty (40) hours of vacation time. The maximum amount of time that can be exchanged during a calendar year shall be five (5) days or forty (40) hours sick leave for five (5) days or forty (40) vacation hours. For purposes of this exchange, employees must maintain a minimum balance of thirty (30) days or two hundred forty (240) hours of sick leave and shall only be permitted to exchange those sick leave days or hours over the required thirty (30) days or two hundred and forty (240) hours sick leave balance.
- 13.6 The Bereavement Leave provision, Section 4030, as set forth in the Personnel Policy, is hereby incorporated herein by reference.

#### **14. REVISIONS TO DISTRICT PERSONNEL POLICY**

The parties further agree that the District shall amend its Personnel Policy as follows:

##### **14.1 DISTRICT PERSONNEL POLICY: CHAPTER TWO- EMPLOYMENT SECTION 2000 - DEFINITIONS SUBSECTION 3**

Probationary Employees: A probationary period regarded as part of the examination process which provides the General Manager the opportunity to observe and evaluate an employee's competence and ability to perform assigned duties. New and returning employee shall be regarded as a probationary employee for the first 6 months of employment. In addition, this probationary period may be extended up to an additional 6 months at the

discretion of the General Manager. If the General Manager elects to extend a probationary period in accordance with this section, the employee shall be noticed of such extension in writing prior to the expiration of the initial period. Probationary employees serve entirely at the will and pleasure of the General Manager and may be terminated by the General Manager without cause and without right of appeal or hearing at anytime.

14.2 DISTRICT PERSONNEL POLICY: CHAPTER THREE - COMPENSATION  
SECTION 3000 - HOURS OF WORK AND OVERTIME  
SUBSECTION 2

The regular hours of work each day shall be consecutive except for interruptions for meal periods. The regular working day is generally defined as an 8-hour working day Monday through Friday, excluding holidays, with a mid-morning break of fifteen (15) minutes and a midafternoon break of fifteen (15) minutes. Break time must be used on a daily basis and time allocated to breaks may not be accumulated. Breaks may be taken on the job site or with the approval of a supervisor, may be taken away from a job site. Break times commence once a break is started and include travel time to and from the break location. The General Manager may authorize flexible work schedules provided it does not interfere with the regular workload of the District. The General Manager may also alter the workday of administrative staff depending on the District's needs, not to exceed 10 hours per day. Utility crew staff may have shifts that exceed 10 hours per day and may have different start and stop times.

14.3 DISTRICT PERSONNEL POLICY: CHAPTER THREE - COMPENSATION  
SECTION 3030 – COMPENSATION SUBSECTION 2 (F)

F. Upon completion of two (2) years of outstanding service at Step 5 of a classification, and no opportunity for promotion to a new classification, and upon recommendation of the department head, the General Manager may award a one (1) time merit stipend. This stipend shall not exceed 2.5% of the current salary of the employee. The stipend will be a one-time payment which shall be paid the next pay period following the employee's qualification under this provision. The employee is limited to one stipend every twenty-four (24) months. The stipend will not be used for calculation of retirement benefits.

14.4 DISTRICT PERSONNEL POLICY: CHAPTER THREE, SUBSECTION 3070 -  
PERFORMANCE EVALUATION

The District desires to modify its policy governing Annual Performance Evaluations for District employees. Accordingly, the parties agree to continue to meet and confer following approval of this agreement by the Board of Directors, with the goal of reaching an agreement on modifications to the District's Annual Employee Performance Evaluation policy, within 90-days of such approval Board of Directors.

## **15. HOLIDAYS**

15.1 This policy shall apply to all regular and introductory employees.

15.2 The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- The third Monday in February (Washington's Birthday)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Friday in November immediately following the day designated as Thanksgiving Day
- Christmas Eve
- Christmas Day

15.3 Employees will accrue two (2) floating holidays per calendar year. Floating holidays shall not be accumulated and carried over from one year to the next. Management will take all reasonable steps to accommodate employee requests to utilize floating holidays to avoid the loss of floating holiday leave. Any unused floating holiday days shall be cashed out upon separation from employment.

15.4 All regular work shall be suspended, and employees shall receive one (1) day or eight (8) hours pay for each of the holidays listed above. An employee on a leave without pay will not receive holiday pay.

15.5 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

15.6 When an employee is taking authorized leave with pay when a holiday occurs, they will receive holiday pay.

15.7 If an employee works on any of the holidays listed above, he/she shall be paid for all hours worked at the rate of time and one-half (1½) his or her regular rate of pay in addition to his or her holiday pay.

## **16. ESTABLISHMENT OF WORK-SHIFT AND WORKWEEK**

16.1 The normal workday for each employee shall be eight (8) hours per day.

16.2 The normal workweek for each employee shall be forty (40) hours per week.

- 16.3 Employees shall be scheduled to work regular workdays having regular starting and quitting times.
- 16.4 Except for emergencies, and unanticipated employee absences, employee's work schedules shall not be changed without two (2) working days prior written notice.
- 16.5 Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week.
- 16.6 Nothing herein shall be construed to modify whatsoever a workday or workweek as defined by the District.

## **17. COMPENSATION PAYMENT PROCEDURE**

- 17.1 The salaries herein provided shall be payable biweekly.
- 17.2 In the event of termination of service, the salary due shall be payable as required by law.
- 17.3 For the purpose of computing regular wages, authorized sick leave, vacation time, holiday hours and compensatory time hours shall be considered as hours worked. However, only hours actually worked shall be considered for the purpose of computing overtime.
- 17.4 The District agrees to meet and confer before implementing any changes mandate upon District by applicable provisions of the Fair Labor Standards Act.
- 17.5 The District agrees to meet and confer regarding the pay cycle if the District modifies any shift cycle.

## **18. CALL BACK**

Non-exempt Employees: Those employees who are called back after a work shift ends, and actually report for duty, shall be paid overtime or earn compensatory time off for all hours worked in a call back at the rate of time and one-half (1½) the employee's regular rate of pay with a guarantee of two (2) hours for each occurrence, subject to the maximum allowable accrued compensatory time for overtime worked as established by the compensatory time program described in Article 10, Section 10.4. This Article does not apply to the extension of a work-shift. There will be no overlapping minimums.

## **19. STANDBY DUTY**

- 19.1. Standby duty is defined as that circumstance which requires the employee so assigned to:

- 19.1.1 Be ready to respond in a reasonable time to calls for his/her service;
- 19.1.2 Be readily available at all hours by telephone, or other communication devices;
- 19.1.3 Refrain from activities, which might impair his/her assigned duties upon call.
- 19.2. Standby duty shall be assigned in writing and shall be compensated by the District as follows:
  - 19.2.1 Effective the pay period that includes July 1, 2022, the standby duty rate shall increase to four dollars and twenty-five cents (\$4.25) per hour.
- 19.3 Employees shall not receive standby pay for hours actually worked or for any hours reimbursed by a callback minimum.

**20. TRAINING PROGRAMS**

- 20.1. Mandatory Training:
  - 20.1.1 An employee who is scheduled to work on a day coinciding with a mandatory training program will receive his regular rate of pay and will work the balance of the workday as scheduled.
  - 20.1.2 An employee who is not scheduled to work on a day coinciding with a mandatory training program will receive time and one-half (1½) pay.
- 20.2. Tuition Reimbursement and Non-Mandatory Training
  - 20.2.1 The parties agree that the District will reimburse employees for expenses, including tuition or registration and seminar fees, incurred taking job related classes, seminars, and other training/educational events pre-approved by the District.
- 20.3 An employee may not submit request for vacation or time off, for a date that a mandatory training has previously been scheduled, unless for unforeseen circumstances.

**21. UNIFORMS**

- 21.1 It is mandatory that all regular field personnel wear the designated District provided uniform, if any. The District shall determine the uniform to be worn and upkeep standards after consultation with the Association.
- 21.2 The cost of such uniforms shall be borne by the District.

- 21.3 For employees in the Water Resource Crew Leader, Water Resource Operator I, II, III, IV and Trainee classifications, the District will issue the following or provide employees with reimbursement for:
- a) Boot Allowance: \$175.00 per year allowance shall be provided to each employee towards the purchase of steel toed safety boots;
  - b) Shirts (6); employee choice: short sleeve, long sleeve or combination of short and long sleeve;
  - c) Trousers (3);
  - d) Safety Coveralls, cotton (2);
  - e) Outerwear jacket, sweatshirt, ¼ Zip (2);
  - f) Office staff shall receive three (3) District logo shirts annually, and one (1) light jacket, the design for which shall be determined by the General Manager.
- 21.4 Employees are responsible for any loss or damage of uniforms caused by negligence, misuse and/or non-District related work.
- 21.5 Uniform items will be replaced on an as needed basis. The cost of replacing uniform items shall be borne by the District.
- 21.6 Employees are responsible for laundering and maintaining District provided uniforms, except for the cotton safety coveralls which shall be laundered by the District.
- 21.7 Off-duty wearing of District provided uniforms must be pre-approved by the Utilities Director, or his or her designee.
- 21.8 Upon termination or separation from the District, all uniforms must be returned to the District.
- 21.9 The District will supply specialized safety coveralls, as needed, for sewer service functions and for electrical work.

## **22. SUBSTITUTE EMPLOYEE**

- 22.1 A substitute employee is defined in and shall have those rights provided in the District's Personnel Policy under Section 2000 DEFINITIONS, Subsection 9, incorporated herein by reference.
- 22.2 A substitute employee shall be paid according to the salary schedule of the position that the employee is filling as a substitute. If the substitute employee is also a probationary employee, then the employee shall be



paid at Step One of the salary range. If the substitute employee is not an introductory employee, then the employee shall be paid at the lowest step of the salary range that avoids a reduction in pay for the employee.

### **23. TRAVEL AND EXPENSE REIMBURSEMENTS**

The District's Travel and Reimbursement Policy is hereby adopted as part of this Agreement by reference.

### **24. WITNESS PAY/ JURY DUTY PAY**

- 24.1 Jury Duty: An employee who is summoned to jury duty shall be granted leave with full pay and benefits until excused by the court. Any pay for jury duty, exclusive of mileage allowance shall be deposited by the employee with the District. If an employee is released from jury duty with two (2) or more hours remaining in the employee's regular workday, the employee must return to work.
- 24.2 Employee as a Party in an Official Capacity: An employee who is a party to a lawsuit in his or her official capacity as a District employee shall be paid as though on duty for all time spent in connection with the lawsuit.
- 24.3 Employee as a Witness: An employee who is either directed by his or her supervisor, or subpoenaed, to appear as a witness in court, in an administrative proceeding, or in an arbitration, in connection with events arising from the performance by the employee of his or her official District duties shall be paid as though on duty for all time spent in connection with such appearance. An employee shall, if subpoenaed by a third party, immediately notify his or her supervisor so that the District may, if authorized to so by law, demand of and deposit from the subpoenaing party fees and costs associated with the appearance of the employee.
- 24.4 Non-District Related Court Appearances: An employee who is party to or a witness in any court, administrative proceeding or arbitration in connection with matters not related to the performance of his or her official District duties, is authorized to take vacation leave, compensatory time, or unpaid leave, for the purpose of any time spent in connection therewith.

### **25. DEFERRED COMPENSATION**

Employees will be eligible to join the District's Internal Revenue Code Section 457 deferred compensation plan. Employees will be bound by the same Plan, rules and participation agreements as are generally applicable to other District employees. Association acknowledges that District in its discretion, retains the right to alter, amend, or repeal the current plan, rules and participation agreements, at any time.

Employees who join the plan shall not pay an administration fee. The administration fee is defined as a fee which is assessed upon each member as a condition for participation in the Plan. The administration fee shall not mean any fee related to or incurred by reason of an individual participant's action with respect to his or her account in accordance with the plan rules or participation agreement. Specifically, administration fee shall not include any load charges, transfer charges, distribution charges, surrender charges, or other transaction or investment charges.

## **26. TIME-IN-SERVICE**

For purposes of benefit accrual, time in service shall continue to accrue during all work time, all paid leave time, and all paid special disability leave as provided by law.

## **27. MISCELLANEOUS**

27.1 Class "B" Driver's License: If possession of a California Class "B" Driver's license is a condition of employment the District will reimburse unit members for the cost of the license and for any medical examination required for the issuance of the license; provided that the need for, and the cost of, the medical examination is approved by the District.

27.2 Citizen Complaints: Citizen Complaints will continue to be handled in accordance with current policy and practice.

27.3 Execution of the COLA effective July 1, 2023 is contingent on the completion of a salary survey by June 30, 2023, of the positions/classifications covered by this MOU.

a) The parties will jointly select comparator agencies and other compensation parameters to be used in the survey.

b) The results of the survey will act as a baseline for future wage negotiations for a successor to the 2022-2024 MOU.

c) Unforeseen delays in the completion of the wage survey, which are beyond the control of the parties, shall not be the basis for delaying the implementation of the July 1, 2023 COLA. The parties agree to work cooperatively to ensure that the wage survey is completed by the June 30, 2023 deadline.

d) SLOCEA and the District will share equally in the cost of the Market Compensation Study.

## **28. DEDUCTION OF DUES**

The District agrees to continue automatic payroll deduction of Association dues and additionally agrees to continue automatic deduction for Association premiums, which are not duplicative of or competitive with the District insurance plans for which the members of said units are eligible. Such deductions shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the employee. District further agrees to issue a monthly check, payable to the Association, for the total amount of the individual deductions.

In addition, the District will electronically provide SLOCEA an Excel spreadsheet Dues Report with the following information: Employee name, job classification, dues deduction, personal home address, personal phone number, personal email address.

The Association shall indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands damages, costs, expenses, or liability arising out of this Article.

## **29. ARBITRATION OF GRIEVANCES AND APPEALS OF DISCIPLINES**

29.1 Grievances shall be made and conducted in accordance with the District's Personnel Policy. Policy SECTION 5020 (9) – DISCIPLINE AND APPEALS PROCEDURES

Appeal from Major Discipline. If an employee desires to appeal the decision issued pursuant to Section 7B (III) and (IV), then the following procedures shall apply.

- A. The appeal must be in writing and filed with the General Manager within ten (10) working days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.
- B. Within ten (10) working days of the District's receipt of the appeal pursuant to subparagraph A, above, the appellant or his/her representative and the District, or its representative, shall meet and select a hearing officer. The selection shall be agreed to in writing.
- C. If the parties cannot agree on a hearing officer pursuant to subparagraph B, above, then the parties shall make a joint request to the Public Employment Relations Board (PERB) for a list of hearing officers (arbitrators). If the parties cannot agree on the selection of a hearing officer, then the hearing officer shall be selected by lot from the list provided by PERB.
- D. The hearing shall be conducted within thirty (30) days of the appointment of a hearing officer, unless the General Manager and the appellant agree in writing that the date of the hearing be extended for a specified time.

The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The proceedings shall be tape recorded or stenographically reported at the request of either party, and said requesting party shall pay for those costs. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.

- E. The appellant shall personally attend all session of the hearing, unless specifically excused by the Hearing Officer for proper cause. Unexcused failure of the appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- F. The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of the evidence.
- G. Each side shall be permitted an opening statement and closing argument. The District shall first present witnesses and evidence to sustain the discipline and the appellant will then present his/her witnesses and evidence in defense.
- H. Each side will be allowed to examine and cross-examine witnesses.
- I. Both the District and the appellant may be represented by legal counsel.
- J. The Hearing Officer, upon a request by either party and a determination by the Hearing Officer concerning relevance and propriety, may subpoena witnesses and/or require production of other records or material evidence.
- K. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes may be important to reaching a fair and proper decision.
- L. The Hearing Officer shall prepare a written decision and serve it on the appellant pursuant to Section 7A and forward it to the Board of Directors not later than thirty (30) calendar days after the matter of appeal was taken under submission by the Hearing Officer. The written decision shall set forth the Hearing Officer's findings of fact and shall state reasons why the discipline is to be sustained or reduced. If the Hearing Officer finds that the discipline is to be reduced, the Hearing Officer shall make findings concerning payment of back pay during pendency of the appeal.
- M. The decisions of the Hearing Officer shall be final and binding.
  - 1. If the appellant is dissatisfied with the Hearing Officer's decision and wishes to seek judicial review, the limitations

period provided in Code of Civil Procedure Section 1094.6, or any successor statute, shall apply.

**30. FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.

Unless specifically stated in this Agreement, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein for the term of this agreement.

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 hereto unless made and executed in writing by all parties hereto, and if required, by the District Board of Directors and ratified by the membership of the Association.

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

**31. IMPLEMENTATION AND EFFECT**

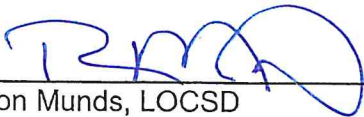
This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the District Board of Directors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Memorandum of Understanding is ratified by the Miscellaneous Employees Bargaining Unit and approved by the District's Board of Directors.

**32. PROVISIONS OF LAW**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions as may be declared invalid shall be deemed servable from all other sections hereof; but all other provisions will continue in full force and effect.

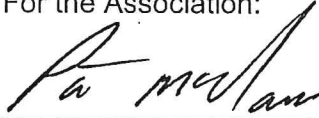
**33. SIGNATURES**

For the District:

  
\_\_\_\_\_  
Ron Munds, LOCSD  
General Manager


8/4/22

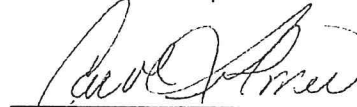
For the Association:

  
\_\_\_\_\_  
Pat McNamara, SLOCEA  
Executive Director

7/21/2022

  
7/21/22  
Julian Metcalf,  
Administrative Services Manager

  
7/21/2022  
Theresa Schutt,  
Senior Labor Representative

  
Carol Gilmer, Unit Representative

  
Ehan Good, Unit Representative

## EXHIBIT A

<b>POSITION 2022/2023</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Administrative Clerk I	\$19.68 \$40,934.95	\$20.67 \$42,988.95	\$21.70 \$45,139.61	\$22.78 \$47,386.92	\$23.92 \$49,755.06
Administrative Clerk II	\$25.12 \$52,244.02	\$26.37 \$54,853.80	\$27.70 \$57,608.58	\$29.08 \$60,484.17	\$30.53 \$63,504.76
Administrative Clerk III	\$32.05 \$66,670.33	\$33.64 \$69,980.89	\$35.32 \$73,460.60	\$37.08 \$77,133.63	\$38.94 \$80,999.98
Admin /Accounting Assistant Trainee	\$15.24 \$31,703.69	\$16.01 \$33,307.38	\$16.84 \$35,034.42	\$17.73 \$36,884.83	\$18.74 \$38,981.97
Admin/Accounting Assistant I	\$19.68 \$40,931.06	\$20.66 \$42,977.62	\$21.70 \$45,126.50	\$22.78 \$47,382.82	\$23.92 \$49,751.96
Admin/Accounting Assistant II	\$25.12 \$52,239.56	\$26.37 \$54,851.54	\$27.69 \$57,594.12	\$29.07 \$60,473.82	\$30.53 \$63,497.51
Administrative Accounting Assistant III	\$32.05 \$66,672.39	\$33.66 \$70,006.01	\$35.34 \$73,506.31	\$37.11 \$77,181.62	\$38.96 \$81,040.71
Utility Compliance Technician I	\$24.64 \$51,253.27	\$25.87 \$53,815.93	\$27.17 \$56,506.73	\$28.53 \$59,332.07	\$29.95 \$62,298.67
Utility Compliance Technician II	\$31.45 \$65,413.60	\$33.02 \$68,684.28	\$34.67 \$72,118.50	\$36.41 \$75,724.42	\$38.23 \$79,510.64
Utility Compliance Technician III	\$40.14 \$83,486.17	\$42.14 \$87,660.48	\$44.25 \$92,043.51	\$46.46 \$96,645.68	\$48.79 \$101,477.97
Utility Billing Specialist	\$32.78 \$68,192.70	\$34.42 \$71,602.34	\$36.15 \$75,182.46	\$37.95 \$78,941.58	\$39.85 \$82,888.66
Water Resource Operator Trainee	\$18.77 \$39,050.11	\$19.80 \$41,176.60	\$20.75 \$43,158.10	\$21.77 \$45,284.59	\$22.90 \$47,628.57
Water Resource Operator I	\$21.77 \$45,284.59	\$22.90 \$47,628.57	\$24.09 \$50,117.53	\$25.35 \$52,727.31	\$26.55 \$55,216.28
Water Resource Operator II	\$24.28 \$50,504.16	\$25.54 \$53,113.95	\$26.79 \$55,723.73	\$28.10 \$58,454.34	\$29.54 \$61,450.76
Water Resource Operator III	\$28.10 \$58,454.34	\$29.54 \$61,450.76	\$30.91 \$64,302.19	\$32.47 \$67,540.26	\$34.14 \$71,019.97
Water Resource Operator IV	\$34.14 \$71,019.97	\$35.88 \$74,620.51	\$37.73 \$78,486.85	\$39.71 \$82,594.85	\$41.67 \$86,678.68
Water Resource Crew Leader	\$38.45 \$79,985.06	\$40.36 \$83,948.07	\$42.45 \$88,297.71	\$44.61 \$92,792.34	\$46.88 \$97,504.45

EXHIBIT A

<b>POSITION 2023/2024</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Administrative Clerk I	\$20.71 \$43,084.04	\$21.75 \$45,245.87	\$22.84 \$47,509.44	\$23.98 \$49,874.73	\$25.18 \$52,367.20
Administrative Clerk II	\$26.44 \$54,986.83	\$27.76 \$57,733.63	\$29.15 \$60,633.03	\$30.61 \$63,659.59	\$32.13 \$66,838.76
Administrative Clerk III	\$33.74 \$70,170.52	\$35.41 \$73,654.89	\$37.17 \$77,317.28	\$39.03 \$81,183.15	\$40.99 \$85,252.48
Admin /Accounting Assistant Trainee	\$16.04 \$33,368.13	\$16.85 \$35,056.01	\$17.73 \$36,873.73	\$18.66 \$38,821.29	\$19.73 \$41,028.52
Admin/Accounting Assistant I	\$20.71 \$43,079.94	\$21.75 \$45,233.94	\$22.83 \$47,495.64	\$23.98 \$49,870.42	\$25.17 \$52,363.94
Admin/Accounting Assistant II	\$26.43 \$54,982.14	\$27.76 \$57,731.25	\$29.14 \$60,617.81	\$30.60 \$63,648.70	\$32.13 \$66,831.13
Administrative Accounting Assistant III	\$33.74 \$70,172.69	\$35.42 \$73,681.32	\$37.19 \$77,365.39	\$39.05 \$81,233.66	\$41.01 \$85,295.34
Utility Compliance Technician I	\$25.93 \$53,944.07	\$27.23 \$56,641.27	\$28.59 \$59,473.33	\$30.02 \$62,447.00	\$31.52 \$65,569.35
Utility Compliance Technician II	\$33.10 \$68,847.82	\$34.75 \$72,290.21	\$36.49 \$75,904.72	\$38.32 \$79,699.95	\$40.23 \$83,684.95
Utility Compliance Technician III	\$42.24 \$87,869.20	\$44.36 \$92,262.66	\$46.57 \$96,875.79	\$48.90 \$101,719.58	\$51.35 \$106,805.56
Utility Billing Specialist	\$34.51 \$71,772.82	\$36.23 \$75,361.46	\$38.04 \$79,129.53	\$39.95 \$83,086.01	\$41.94 \$87,240.31
Water Resource Operator Trainee	\$19.76 \$41,100.24	\$20.84 \$43,338.37	\$21.84 \$45,423.90	\$22.91 \$47,662.04	\$24.10 \$50,129.07
Water Resource Operator I	\$22.91 \$47,662.04	\$24.10 \$50,129.07	\$25.36 \$52,748.70	\$26.68 \$55,495.50	\$27.94 \$58,115.13
Water Resource Operator II	\$25.56 \$53,155.63	\$26.88 \$55,902.43	\$28.20 \$58,649.23	\$29.58 \$61,523.19	\$31.09 \$64,676.93
Water Resource Operator III	\$29.58 \$61,523.19	\$31.09 \$64,676.93	\$32.54 \$67,678.06	\$34.18 \$71,086.12	\$35.94 \$74,748.52
Water Resource Operator IV	\$35.94 \$74,748.52	\$37.76 \$78,538.08	\$39.72 \$82,607.41	\$41.79 \$86,931.08	\$43.86 \$91,229.31
Water Resource Crew Leader	\$40.47 \$84,184.28	\$42.48 \$88,355.34	\$44.68 \$92,933.34	\$46.95 \$97,663.94	\$49.34 \$102,623.43