

Memorandum of Understanding
Between
Las Gallinas Valley Sanitary District
and
Operating Engineers Local 3

July 1, 2021 to June 30, 2023



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

July 1, 2021 – June 30, 2023

Preamble

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

Section 1. Employer-Employee Rights

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

1.1 Labor Management Committee

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

In addition to the committee members listed above a representative from Operating Engineers Local 3 and a representative from IEDA may attend the committee meetings. The Committee may mutually agree to invite District employees or experts to attend the committee meeting.

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

Section 2. Employment Classification

2.1 Employment

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

2.2 New Hires

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

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

2.3 Regular Full-time Employees

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

2.4 Regular Part-time Employees

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

2.5 Temporary Employees

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

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

2.6 Casual Employees

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

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

Section 3. Schedules, Wages and Special Pay

3.1 Job Duties

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

3.2 Residence Requirements

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

3.3 Work Schedules and Wages

3.3.1 Work Schedules

The work schedule will be 6:30 am to 3:00 pm, Monday through Friday for line, operations and laboratory. The General Manager has the discretion to determine if the start and ending time of the following classifications: Front Office, Maintenance/Landscape, and Inspectors. The weekend plant operator schedule includes: Saturdays, Sundays, and holidays. Adjustments and flexibility in the work schedule, such as alternate work schedules (e.g., 4/10's or 9/80's), can be arranged at mutual agreement between the employee and District management.

3.3.2 Lunch and Breaks

Employees are entitled to a thirty (30) minute unpaid lunch break and two fifteen (15) minute paid rest breaks during the workday. An employee may use one fifteen (15) minute break to extend the lunch period to 45 minutes. An employee is entitled to an unpaid one-half (1/2) hour meal break for every five (5) hour work period.

3.4 Payment of Wages

Employees are paid biweekly. Paychecks are issued by the District office on Friday for the two week payroll period which ends the preceding Monday morning at 6:29 a.m.

3.5 Overtime

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

- All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one (1) workweek will be treated as overtime.

- A workday begins at 6:30 and ends twenty-four (24) hours later. A workweek begins each Monday morning at 6:30 am and ends at 6:29 a.m. the following Monday.
- Compensation for hours in excess of forty (40) for the workweek, or in excess of eight (8) and not more than twelve (12) for the workday, will be paid at a rate of one and one-half times the employee's regular rate of pay.
- Compensation for hours in excess of twelve (12) in one (1) workday will be paid at double the regular rate of pay.
- Employees required but not regularly scheduled to work Sundays or the employee's 7th day (the equivalent of the employee's Sunday) in the employee's regular work week will be paid double the regularly rate of pay.
- Employees whose regularly scheduled work day falls on a paid holiday and who work the holiday will receive holiday pay at one and one-half times the employee's regular rate of pay. Overtime earned for working the holiday will be added to the employee's compensatory time off bank, subject to the accumulation cap in section 15.12.
- Employee(s) who are required to work during their unpaid meal period and receive prior approval from their supervisor shall receive time and one half for their meal period.

3.6 Pay Differentials

Employees who are scheduled for standby duty will receive a pay premium of two hours of straight time for each day the employee is assigned stand-by duty. Standby compensation shall be limited to pay only and cannot be converted to compensating time off.

Physical Response to a Plant Alarm or Event

Any employee, including a standby employee, who physically responds to the plant or pump station for an alarm, plant emergency or line stoppage, will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee leaves their home and will conclude upon the employees return to their home.

Remote Response to a Plant Alarm or Event

Any employee, including a standby employee, who remotely responds to an alarm or plant notification, will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

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

An alarm must be triggered;

The assigned person must respond and act; and
The action taken requires a log book entry.

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

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

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

3.6.1 Emergency Response Stipend

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

Eligible employees are defined as emergency response personnel as determined by the General Manager or their designee, including but not limited to, employees in the following classifications:

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

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

3.7 Wage Plan

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

3.7.1 First Step

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

3.7.2 Second Step

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

3.7.3 Third Step

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

3.7.4 Fourth Step

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

3.7.5 Fifth Step

The maximum pay rate for a position. A fully qualified and competent employee is eligible for an increase to this step after one year at the fourth step.

3.7.6 Certification

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

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

3.7.8 Multi-Certification

An employee who has one type of certification(s) and obtains additional certification(s) in "related fields" may be eligible for an immediate certification stipend. "Related fields" is a matter of General Manager determination. Any employee wishing to pursue these step increase(s) needs to confer with the General Manager prior to enrolling in educational courses or pursuing other courses of action to obtain additional certification. The District expects the additional certification will promote cross training and be in

areas meaningful and useful to both the employee and the District. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District it may be revoked.

Effective the first pay period that encompasses July 1, 2021, the District will grant a monthly stipend of four hundred fifty dollars (\$450) for DUAL certification. Dual certification should be understood to be certification of one type and one additional certification in a related (but not the same) field. These certifications maybe issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency approved by the General Manager.

Effective the first pay period that encompasses July 1, 2021, the District will grant a one-time further monthly stipend of four hundred fifty dollars (\$450) for TRIPLE certification. Triple certification should be understood to be three certifications in related (but not the same) fields. These certifications may be issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency or training approved by the General Manager.”

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

3.7.9 Additional Certifications

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

\$400 for a Grade IV (excluding supervisory positions)

\$500 for a Grade V

3.7.10 Longevity Pay

Eligible employees will be eligible on the beginning of their 7th year of employment with the District for longevity pay. The longevity pay shall be 5.0% calculated on the employee’s base wage rate.

Effective the first pay period that encompasses July 1, 2021, an employee will be eligible upon completion of their 10th year of employment with the District for additional longevity pay. The longevity pay shall be an additional 3.0% calculated on the employee’s base wage rate for a longevity pay total of 8.0%.

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

Laboratory Analyst, Grade I

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

3.7.11 Salary After Promotion or Demotion

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

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

3.7.12 Promotional Probation Period

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

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

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

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

3.8 Salary Increases

3.8.1 Effective the first pay period that encompasses July 1, 2021, the salary ranges for all represented classifications shall be adjusted for equity as listed in Appendix A.

3.8.2 Effective the first pay period that encompasses July 1, 2021, the salary ranges for all represented classifications as listed in Appendix A shall be increased by two and one-half percent (2.5%). See Appendix B with the pay scale for all covered positions as of July 1, 2021.

3.8.3 Effective the first pay period that encompasses July 1, 2022, the salary ranges for all represented classifications as listed in Appendix B shall be increased by two and three-quarters percent (2.75%). See Appendix C with the pay scale for all covered positions as of July 1, 2022.

3.9 Temporary Out of Classification Assignment

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

3.10 Performance

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

3.11 Supervisor Cell Phone Reimbursement

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

Eligible Supervisor positions are as follows:

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

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

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

Section 4. Reduction in Workforce

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

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

the reemployment list shall be offered employment with the District inverse order of their placement on the reemployment list.

Section 5. Discipline

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

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

Section 6. Grievance Procedure

6.1 Definition

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

6.2 Procedure

A grievance shall be filed according to the following procedures:

6.2.1 Immediate Supervisor

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

6.2.2 General Manager

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

6.2.3 Mediation

Any grievance which has not been resolved by the procedures set forth above may be referred to mediation by the grievant in writing within five (5) working days from receipt of the General Manager's answer. The General Manager or his/her representative will

contact the State Mediation and Conciliation Division and request that a Mediator be assigned. The initial mediation session should occur within twenty (20) working days.

6.2.4 Board of Directors

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

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

6.3 Extension of Time Limits

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

6.4 Compensation Complaints

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

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

6.5 Suspension and Discharge Grievances

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

Section 7. Personnel Records

The District considers employee personnel records confidential and limits disclosure to authorized individuals. Employees have the right to inspect documents in their personnel files in the presence

of the General Manager or his/her designee at a mutually convenient time. The employee may be accompanied by their Union Representative if they so choose. An employee may add his/her version of any disputed item to the file, and copy documents. The District will protect employee's privacy to the extent required by law. However, the District may have to cooperate with the request for information from authorized law enforcement or local, state or federal agencies conducting investigations.

Section 8. Workplace Violence

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

Section 9. Outside Employment

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

Section 10. Punctuality and Attendance

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

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

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

Section 11. District Vehicles

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

Section 12. Personal Vehicles

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

Section 13. Health and Safety

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

Section 14. Smoking Policy

Smoking is not allowed inside any of the District buildings within the perimeter fence of the District's Plant, Lab, or Pump Station, vehicles, or any outdoor area where flammable materials are located.

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

Section 15. Leaves

15.1 Holidays

The District observes the following paid holidays:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (or the weekday before the Christmas Day Holiday)
Christmas Day

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

15.2 Vacation

Regular full-time employees receive paid vacation based on years of active service with the District. Active service begins with an employee's first day of work and continues thereafter unless broken by certain unpaid leaves of absence, except as required by law. Overtime hours are not included in vacation accrual. Temporary and part-time employees do not accrue paid vacation time.

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

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

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

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

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

15.3 Vacation Cash Out

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

15.4 Sick Leave

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

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

The District shall provide paid bereavement leave in the event of a death of an immediate family member, for up to 3 days per incident. For the purposes of this section “Immediate

Family” is defined as spouse, domestic partner, parent, step parent, brother/sister, step brother/sister, child and stepchild, or the same relatives of a domestic partner. The General Manager may approve additional family members as qualifying for the bereavement leave benefit.

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

15.5 Medical Disability Leave

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

15.6 Pregnancy Leave

The District shall provide pregnancy leave in accordance with State and Federal laws, rules and regulations. During the term of this MOU the District will develop a Pregnancy Leave Policy.

15.7 Personal Leave of Absence

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

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

15.8 Military Leave

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

15.9 Jury Duty or Court Witness Leave

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

An employee subpoenaed to appear in court in a matter unrelated to his or her District job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may

request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

15.10 Voting

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

15.11 Compensatory Time Off

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

Employees who have a CTO balance in excess of 220 hours as of July 1, 2014, and who do not use CTO will be allowed to retain their current CTO balance.

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

15.12 Administrative Leave

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

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

Section 16. Training

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

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

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

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

Section 17. Insurance Benefits

17.1 Health

Effective July 1, 2021, the District will provide health plan options through CalPERS Health for all full-time employees and their dependents. The District will contribute the cost up to the amount of the Kaiser Family plan rate within CalPERS on behalf of the employee and the employee's dependents. Should the employee choose a plan where the cost is above the Kaiser Family plan rate, the employee will be responsible to pay the difference of the monthly premium amount through bi-weekly payroll deductions.

17.2 Flexible Benefits Plan

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

17.3 Cash-In-Lieu

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

17.4 Dental plans

The District provides a dental plan for full-time employees and their dependents. The District pays a certain portion of the premiums each month and the employees pay the balance based on the employee's enrollment level. The dental plan shall have a \$2,000 per patient annual cap through December 31, 2021 and a \$3,000 per patient annual cap effective January 1, 2022.

17.5 Vision Plan

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

17.6 COBRA

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

17.7 Life

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

17.8 Workers' Compensation

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

17.9 State Disability Insurance

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

17.10 Paid Family Leave

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

17.11 Long-Term Disability Insurance

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

Section 18. Retirement Benefits

18.1 Retirement

“Classic Members”

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

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

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

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

New Members to CalPERS shall contribute a total of eight percent (8%) with one-and-three-quarters-percent (1.75%) paid toward the employer rate. It is the intent of the parties that if the employee contribution rate for New Members at any time exceeds 8%, that the New Members contribution towards the employer's rate shall be zero percent (0%). The District also participates in the Social Security System.

Employees can also participate in a Deferred Compensation Plan.

18.2 Retiree Medical

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

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

18.2.2 Medical Coverage for Retirees Hired After January 1, 2003

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

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

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

18.2.3 Medical Coverage for Retirees Hired after July 1, 2014

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

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

18.2.4 Examples

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

Section 19. Uniforms and Safety Equipment

The District provides uniforms, coveralls and laundry service for employees who are required to wear this apparel. The District shall provide an annual \$300 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes.

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

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

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

Section 20. Catastrophic Leave Program

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer or heart attack which clearly disables the

individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

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

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

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

Section 21. Employer-Employee Relations

21.1 Recognition

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

21.2 Appropriate Unit

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

21.3 Reasonable Time Off to Meet and Confer

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

21.4 Memorandum of Understanding

All agreed upon matters have been incorporated into this written memorandum of understanding. This constitutes the sole and entire understanding between the parties on

any and all matters subject to meeting and conferring provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

21.5 Dues Deduction

- 21.5.1** It is recognized that Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes whether or not they are members of the Union.
- 21.5.2** All employees in the bargaining unit represented by the Union may become members of the Union. Payroll deductions for either dues or authorized deductions shall then be deducted from all regular employees' paychecks. Union dues or fees equivalent to dues shall only be deducted after the Union has presented the General Manager with a certified list of members or employees' who have authorized such deductions.
- 21.5.3** If an employee or member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the District shall direct the member to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the District.
- 21.5.4** The employee's earnings must be sufficient after all other legal and required deductions are made to cover the amount of the dues or fair share fees. When an employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union deductions.
- 21.5.5** The deductions shall not apply during periods of separation by any such employee but shall re-apply to such employee commencing with the next full pay period following the return of the employee. The term separation includes transfer out of the unit, layoff, and unpaid leaves of absence with duration of more than five (5) working days.
- 21.5.6** Part-time employees shall pay a pro rata service fee or dues as provided above.
- 21.5.7** Annually the Union shall file, with the General Manager, a document that meets the requirements of the *Chicago Teachers' Union, Local 1 vs. Hudson (1986) 475 US 292*. Such document(s) shall be made available to employees by the Union.
- 21.5.8** The Union shall provide advance written notice of the amount of the amount of any deductions modification to the General Manager.
- 21.5.9** The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this section, provided that the

District promptly notify the Union of any such matter for which it is seeking indemnification. This includes not only the District's attorney fees and costs but the cost of management preparation time as well. The District shall notify the Union of such costs on a case-by-case basis. The Union shall have the exclusive right to direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

21.5.10 Deductions withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified. The District shall transmit a list containing the names, classifications and rates of pay of employees employed in the classifications represented by the Union in accordance with Government Code Section 3558. Employees who are no longer in a pay status with the District will be identified with the reason for such status, i.e., leave of absence, resignation, retirement, or termination.

21.5.11 The Union shall refund to the Las Gallinas Valley Sanitation District any amounts paid to it in error upon presentation of supporting evidence.

21.6 Access to Work Locations

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

21.7 Union Membership Meetings

Union members shall have the right to have one hour quarterly meeting during business hours. The meeting schedule shall be approved by the General Manger

21.8 Use of Bulletin Boards

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

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

5. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on District bulletin boards.

Section 22. Separability

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

Section 23. Duration

This MOU shall be effective July 1, 2021, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirty (30th) day of June 2023 and shall continue thereafter from year to year unless at least one hundred twenty (120) days prior to the first (1st) day of July 2023, or prior to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

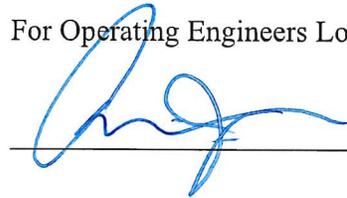
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of

Understanding this 10th day of SEPTEMBER, 2021.

For Las Gallinas Valley
Sanitary District



For Operating Engineers Local 3



Date:

9/10/2021

Date:

August 25, 2021

Appendix A



Las Gallinas Valley Sanitary District Salary Schedule as of July 1, 2021

APPENDIX A

Represented Classifications	Monthly Salary				
	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Assistant	5,751	6,039	6,340	6,658	6,990
District Secretary	7,546	7,923	8,319	8,735	9,172
Collection System Operator ⁽¹⁾	5,474	5,748	6,035	6,337	6,654
Collection System Operator I ⁽¹⁾	5,751	6,039	6,340	6,658	6,990
Collection System Operator II	6,042	6,344	6,661	6,995	7,344
Collection System Operator III	6,507	6,832	7,174	7,532	7,909
Collection System Operator Lead	7,007	7,357	7,725	8,112	8,517
Plant Operator-in-Training ⁽¹⁾	6,042	6,344	6,661	6,995	7,344
Plant Operator I ⁽¹⁾	6,348	6,665	6,999	7,349	7,716
Plant Operator II	7,007	7,357	7,725	8,112	8,517
Plant Operator III	7,734	8,121	8,527	8,954	9,401
Plant Operator Lead	8,329	8,746	9,183	9,642	10,124
Plant Operations Supervisor	10,148	10,656	11,188	11,748	12,335
Laboratory Analyst-in-Training ⁽¹⁾	6,669	7,003	7,353	7,721	8,107
Laboratory Analyst I ⁽¹⁾	7,007	7,357	7,725	8,112	8,517
Laboratory Analyst II	7,734	8,121	8,527	8,954	9,401
Laboratory Analyst III	8,970	9,418	9,889	10,383	10,903
Environmental Services Director	9,659	10,142	10,649	11,182	11,741
Skilled Maintenance Worker I ⁽¹⁾	6,042	6,344	6,661	6,995	7,344
Skilled Maintenance Worker II	7,007	7,357	7,725	8,112	8,517
Electrical Instrumentation Technician	7,546	7,923	8,319	8,735	9,172
Maintenance Supervisor	10,148	10,656	11,188	11,748	12,335
Assistant Engineer	8,751	9,188	9,648	10,130	10,637
Associate Engineer	10,662	11,195	11,755	12,343	12,960

Notes:

Longevity Pay equal to 5% of salary is given beginning on the 7th year of employment with the District. ⁽¹⁾

Additional Longevity Pay equal to 3% of salary is given beginning on the 11th year of employment. ⁽¹⁾

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

Appendix B



Las Gallinas Valley Sanitary District Salary Schedule as of July 1, 2021

APPENDIX B

(includes 2.5% wage adjustment effective July 1, 2021)

Represented Classifications	Monthly Salary				
	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Assistant	5,895	6,190	6,499	6,824	7,165
District Secretary	7,734	8,121	8,527	8,954	9,401
Collection System Operator ⁽¹⁾	5,611	5,891	6,186	6,495	6,820
Collection System Operator I ⁽¹⁾	5,895	6,190	6,499	6,824	7,165
Collection System Operator II	6,193	6,503	6,828	7,169	7,528
Collection System Operator III	6,669	7,003	7,353	7,721	8,107
Collection System Operator Lead	7,182	7,541	7,918	8,314	8,730
Plant Operator-in-Training ⁽¹⁾	6,193	6,503	6,828	7,169	7,528
Plant Operator I ⁽¹⁾	6,507	6,832	7,174	7,532	7,909
Plant Operator II	7,182	7,541	7,918	8,314	8,730
Plant Operator III	7,928	8,324	8,740	9,177	9,636
Plant Operator Lead	8,537	8,964	9,412	9,883	10,377
Plant Operations Supervisor	10,402	10,922	11,468	12,042	12,644
Laboratory Analyst-in-Training ⁽¹⁾	6,836	7,178	7,537	7,914	8,309
Laboratory Analyst I ⁽¹⁾	7,182	7,541	7,918	8,314	8,730
Laboratory Analyst II	7,928	8,324	8,740	9,177	9,636
Laboratory Analyst III	9,194	9,654	10,136	10,643	11,175
Environmental Services Director	9,901	10,396	10,916	11,461	12,034
Skilled Maintenance Worker I ⁽¹⁾	6,193	6,503	6,828	7,169	7,528
Skilled Maintenance Worker II	7,182	7,541	7,918	8,314	8,730
Electrical Instrumentation Technician	7,734	8,121	8,527	8,954	9,401
Maintenance Supervisor	10,402	10,922	11,468	12,042	12,644
Assistant Engineer	8,970	9,418	9,889	10,383	10,903
Associate Engineer	10,929	11,475	12,049	12,651	13,284

Notes:

Longevity Pay equal to 5% of salary is given beginning on the 7th year of employment with the District. ⁽¹⁾

Additional Longevity Pay equal to 3% of salary is given beginning on the 11th year of employment. ⁽¹⁾

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

Appendix C



Las Gallinas Valley Sanitary District Salary Schedule as of July 1, 2022

APPENDIX C

(includes 2.5% wage adjustment effective July 1, 2022)

Represented Classifications	Monthly Salary				
	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Assistant	6,057	6,360	6,678	7,012	7,362
District Secretary	7,947	8,345	8,762	9,200	9,660
Collection System Operator ⁽¹⁾	5,765	6,053	6,356	6,674	7,007
Collection System Operator I ⁽¹⁾	6,057	6,360	6,678	7,012	7,362
Collection System Operator II	6,364	6,682	7,016	7,367	7,735
Collection System Operator III	6,853	7,195	7,555	7,933	8,330
Collection System Operator Lead	7,380	7,749	8,136	8,543	8,970
Plant Operator-in-Training ⁽¹⁾	6,364	6,682	7,016	7,367	7,735
Plant Operator I ⁽¹⁾	6,686	7,020	7,371	7,740	8,126
Plant Operator II	7,380	7,749	8,136	8,543	8,970
Plant Operator III	8,146	8,553	8,981	9,430	9,901
Plant Operator Lead	8,772	9,211	9,671	10,155	10,663
Plant Operations Supervisor	10,688	11,222	11,784	12,373	12,991
Laboratory Analyst-in-Training ⁽¹⁾	7,024	7,375	7,744	8,131	8,538
Laboratory Analyst I ⁽¹⁾	7,380	7,749	8,136	8,543	8,970
Laboratory Analyst II	8,146	8,553	8,981	9,430	9,901
Laboratory Analyst III	9,447	9,919	10,415	10,936	11,483
Environmental Services Director	10,173	10,682	11,216	11,777	12,365
Skilled Maintenance Worker I ⁽¹⁾	6,364	6,682	7,016	7,367	7,735
Skilled Maintenance Worker II	7,380	7,749	8,136	8,543	8,970
Electrical Instrumentation Technician	7,947	8,345	8,762	9,200	9,660
Maintenance Supervisor	10,688	11,222	11,784	12,373	12,991
Assistant Engineer	9,216	9,677	10,161	10,669	11,202
Associate Engineer	11,229	11,791	12,380	12,999	13,649

Notes:

Longevity Pay equal to 5% of salary is given beginning on the 7th year of employment with the District. ⁽¹⁾

Additional Longevity Pay equal to 3% of salary is given beginning on the 11th year of employment. ⁽¹⁾

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

Appendix D

Retiree Medical Insurance Coverage

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

For All Tiers

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

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

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

Tiers 2 and 4

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

The levels and benefit coverage are as follows:

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

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

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

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

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

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

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

Tier 3, continued

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

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

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

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

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

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

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

Tier 3, continued

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

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

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

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

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

Tier 4, continued

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