



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 6C: Adoption of a Resolution Approving the Memorandum of Understand (MOU) between the District and Operating Engineer's Local No. 3 Effective October 18, 2024 through June 30, 2029, and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 32-2024 Approving the Memorandum of Understand (MOU) between the District and Operating Engineer's Local No. 3 Effective October 18, 2024, through June 30, 2029, and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees.

BACKGROUND:

The District's operations employees are represented by Operating Engineers Local #3 (Union). The Memorandum with the Union expired on June 30, 2024, and the District has been negotiating a revised agreement for the past couple of months. The Board met in closed session on August 13, 2024 and gave direction to its negotiating team regarding the terms of the negotiation. The Board was provided with an update in closed session on September 10, 2024. Based on Board direction, the District and the Union have come to an agreement on the terms of the MOU, which have been compiled into a redlined final MOU format attached.

The attached resolution also ties the employment terms and conditions of non-represented employees to those detailed in the MOU.

ATTACHMENTS:

1. Memorandum of Understand (MOU)
2. Resolution 32-2024



MEMORANDUM OF UNDERSTANDING

Between Groveland Community Services District
and the Operating Engineers Local #3 for the
Maintenance and Operations Unit

Effective October 8, 2024-June 30, 2029

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Article 1. GENERAL PROVISIONS

Section 1.1 PREAMBLE

A. Purpose

After meeting and conferring in good faith to reach agreement concerning the wages, hours, and other terms and conditions of employment for the Maintenance and Operation Unit (hereinafter "Unit"), this memorandum of understanding (hereinafter "MOU" or "Agreement") is hereby made between the Groveland Community Services District (hereinafter "District") and the employees in the Maintenance and Operation Unit (hereinafter "Employees"), as represented by the Operating Engineers, Local 3 (hereinafter "Association").

B. Applicability

To the extent that any rule, regulation, policy, or procedure of the District's Employee Handbook and Classification and Compensation Plan, as periodically amended by the District Board of Directors, is inconsistent with a rule, regulation, policy, or procedure in this Agreement, then this Agreement controls. The Employee Handbook and the District's Classification and Compensation Plan, each of which are made a part of this Agreement, but are attached under separate cover, have sections that are governed by "meet and confer" process. The District Board of Directors has the authority to change these two documents. However, should the Board of Directors wish to change a section in either of these two documents, then either District Management or the Association may call a meet and confer to assess the desired changes on the Employees.

The District, at its sole discretion and without the requirement to meet and confer, maintains the authority to direct the workforce, assign specific job duties and responsibilities, establish and modify required skill levels, licensure, certification or training requirements as needed to accomplish the standard of service desired by the Board of Directors; or for compliance with laws, regulations or industry standards.

C. Recognition

As set forth in the District's Resolution Number 8-99, the District recognizes the Operating Engineers, Local 3 as the exclusive representative for the employees in the Maintenance and Operation Unit. The classification of employees belonging to the Maintenance and Operation Unit are set forth in the District's Classification and Compensation Plan.

D. Effective Date

The benefits provided to Employees by this Agreement shall be effective with the beginning of the first payroll/pay period after ratification.

E. Term of Agreement

This Agreement shall remain in effect from October 8, 2024 to June 30, 2029. In each fiscal year during the term of this Agreement, either party may reopen negotiations regarding health or welfare benefits by providing 30 days advance written notification to the other party.

F. Zipper Clause

This Agreement reflects the complete and final agreed-upon understanding of all meet-and-confer items. Unless expressly provided for herein, neither party will be required to negotiate during the term of this Agreement, any wage, hour, and other terms and conditions of employment, whether either or both parties knew or contemplated any such item during the meet-and-confer process.

Section 1.2 ADMINISTRATION

A. Management's Rights

The District on its behalf retains and reserves all rights, powers, authorities, duties, and responsibilities confirmed or vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of any such right, power, authority, duty, or responsibility and the adoption of rules, regulations, policies, and those which apply to the employees represented by the Association, shall be limited only by the terms of this Agreement.

The Association agrees that all of the functions, rights, powers, authorities, duties, and responsibilities of the District in regard to the operation of its work and business and the direction of its work force, which the District has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement, are and shall remain exclusively those of the District.

B. Association's Rights

1. Public Meetings of the District's Board of Directors

The Association shall receive notice of the public meetings of the District's Board of Directors, including a copy of the meeting's agenda and minutes. Absent exigent circumstances that make attendance impracticable, the Association President shall be granted paid release time to attend such meetings if held during scheduled work hours. The Association President may designate another employee to attend in his/her absence upon approval by the General Manager.

2. Voluntary Dues Deductions

During the term of this Agreement, as allowed under law, the District will deduct the amount of Association dues from employees' biweekly paychecks, as requested and authorized by each employee in writing; unless an employee's biweekly paycheck earnings do not fully cover such an amount. The District will then remit such deducted amounts to the Association President or his/her designee as soon as practicable after each deduction. The Association President or his/her designee must provide written notice of the amount of Association dues prior to the start of any deductions and must provide the District at least thirty (30) days prior written notice of any change in the amount of Association dues.

The Association is solely responsible for collection of Association dues directly from an employee where that employee's biweekly paycheck earnings are insufficient to cover such amount of Association dues. Deductions will be terminated upon an employee's request, separation from District employment, or transfer to a position outside of the Unit. The Association will indemnify the District for any improper deductions made, including any necessary reimbursement to an employee.

Section 1.3 EQUALITY IN EMPLOYMENT

It is the policy of the District to employ persons with the best available skills and/or work ethic for efficient provision of high quality service to the public. Accordingly, the District will actively promote equal opportunity in all aspects of employment, including: recruitment; hiring; promotion; transfer; training; compensation; benefits; working conditions; reductions-in-force; reinstatement; and all other matters of employment.

Equality of job opportunity will be based solely on job-related skills, knowledge, and performance without discrimination on the basis of the person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, and age over forty (40), whether perceived or associated with a person who has, or is perceived to have any of the above-referenced characteristics protected by law.

Preference in hiring, however, shall be extended to qualified applicants who have honorably served in the United States military and can demonstrate such.

Section 1.4 DEFINITIONS

A. Call Back

Return to duty outside of the employee's normally assigned work shift at the request of his/her supervisor or as required for performance of assigned duties.

B. District Premises

All District Properties, including the main administration/operations/maintenance facilities, Mary Laveroni Community Park, Leon Rose Field, water treatment plant facilities, and all buildings, parking lots, service yards, fire stations, lift stations, pump stations, patios, lunchrooms, break areas, restrooms, loading docks, District-owned vehicles, and work sites where employees perform services for the District regardless of the District's ownership or control of the property.

C. Demotion

The movement of an employee from one classification to another classification with a lower maximum salary range.

D. Overtime

For Operations and Maintenance employees, hours worked more than an employee's normal work schedule of 8 or 9 hours in a day, or forty (40) in a workweek. For purposes of determining which hours constitute overtime, hours paid for vacation, sick leave, jury duty and bereavement leave are ~~not~~ counted as days worked for calculating overtime, when such days taken fall on an employee's regular work day. However, Holiday leave is counted as a day worked for calculating overtime, when such days taken fall on an employee's regular workday.

E. Probationary/Introductory Employee

A newly hired employee who is subject to a 12-month probationary period.

E.F. Promotion

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The movement of an employee from one classification to another classification with a higher maximum salary range.

F.G. Spouse

The person to whom an employee is legally married or is registered as a domestic partner, where applicable.

G.H. Workweek

A period of seven (7) days on which the District bases its payroll.

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Article 2: BENEFITS/ SALARY

Section 2.1 CONTINUATION OF BENEFITS DURING UNPAID LEAVE

As an amendment to the District's Resolution Number 2-99, an employee will continue to receive the benefits contained in this Article as required by state and federal leave laws.

Section 2.2 MEDICAL INSURANCE

The District provides medical insurance to eligible employees as follows:

The District pays 100% of the premium, including for dependent coverage, related to the Blue Cross Plan. ~~effective January 1, 2019.~~

Employees in the following employment classifications are eligible to participate in the medical insurance plan:

- Regular full-time employees
- Probationary/Introductory employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between GCSD and the insurance carrier.

For the purposes of this policy, dependents are defined as spouse, domestic partner, and unmarried children up to the age of 23. Dependents may remain on the District's health insurance plan after the age of 23 as allowed by law and the insurance carrier, at the expense of the employee. Heterosexual domestic partners must file a notarized domestic partner affidavit to qualify for health benefits.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

An employee will continue to receive health benefits as allowed by law while on unpaid leave status.

Medical Opt Out

In an effort to control costs, and to continue to make it possible for the District to provide the level of benefit of a health plan with zero premium cost share for employee and dependent coverage, employees covered under a spouse or parent plan, that is not a Covered California Plan, may opt out of the District's health plan and receive a cash benefit in lieu. The District will offer 50% of the employee's eligible plan's monthly premium, i.e. employee only, employee plus 1, and family. This money is taxable income, and an insurance waiver must be completed each year that also certifies employee is covered by an alternative plan.

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Details of the health insurance plan can be obtained from Personnel Services.

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Section 2.3 VISION INSURANCE

The District shall make available Vision Insurance for each employee and his/her family members. Each employee should refer to the policy for exact specifications and requirements. Additional information regarding services may be obtained directly from the vision insurance provider.

Section 2.4 DENTAL INSURANCE

The District shall make available Dental Insurance for each employee and his/her family members. Each employee should refer to the policy for exact specifications and requirements. Additional information regarding services may be obtained directly from the Dental insurance provider.

Section 2.5 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees
- Probationary/Introductory employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedules:

Year 1 = 80 hours (2 weeks)

Year 2 = 88 hours

Year 3 = 96 hours

Year 4 = 104 hours

Year 5 = 112 hours

Year 6 = 120 hours (3 weeks)

Year 7 = 128 hours

Year 8 = 136 hours

Year 9 = 144 hours

Year 10 = 152 hours

Year 11 = 160 hours (4 weeks)

Year 12 = 168 hours

Year 13 = 176 hours

Year 14 = 184 hours

Year 15 = 192 hours

Year 16 = 200 hours (5 weeks) cap

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The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to accrue paid vacation time according to the schedule. However, before an employee becomes vested in, and vacation time can be used, a waiting period of 180 calendar days must be completed. After that time, employees can request use of earned vacation time, including that accrued during the waiting period. In the event that an employee is terminated prior to completing the 180 day waiting/vesting period detailed above, no vacation leave shall have accrued or be paid on termination.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees must request at least two (2) weeks advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Unless workload and designated responsibilities permit, only one (1) person shall be permitted from any group to use their vacation credit at any particular time. Unless workload and designated responsibilities permit, Monday and/or Friday vacation leave may not be granted. Supervisors will resolve conflicting vacation leave requests based on business necessity.

An employee may not use sick leave in lieu of vacation leave. Holidays falling within an employee's authorized vacation leave will not be charged as vacation credit.

Vacation time off is paid at the employee's base pay rate at the time of vacation. Vacation pay for an absence of a full work day will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, employees are subject to a maximum vacation accrual cap of 240 hours two (2) times their annual rate of accrual. If the total amount of unused vacation time reaches a "cap" equal to 240 hours, then vacation is automatically paid down to 120 hours, unless otherwise authorized by the General Manager. Employees may cash out accrued vacation twice a year, but must maintain a minimum of 40 accrued hours.

In the event that an employee is off work due to a workers comp injury or disability, either short-term or long-term, FMLA leave or some other leave approved by the District, the District will coordinate the benefits of such leave with other benefits covered in this Handbook, such as accumulated vacation time, at the employee's request.

Vacation hours will count as "hours worked" for the purposes of calculating overtime.

Upon termination of employment, regular employees will be paid for unused vacation time that has been earned through the last day of work.

Section 2.6 HOLIDAYS

GCSD will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)

- Veterans Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)
- Personal Holiday (1)

GCSD will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees
- Probationary/Introductory employees

The District will recognize and observe Presidential Proclamations for national observances and employees will receive holiday pay. The District also reserves the right to declare a District holiday in which employees shall receive holiday pay.

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A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In some cases, the General Manager may elect to modify this policy.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate (double time) for all the hours worked on the holiday, unless otherwise stipulated by union contract.

Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

Section 2.7 SICK LEAVE BENEFITS

GCSD provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees
- Introductory (probationary) employees

Eligible employees will accrue sick leave benefits at the rate of 3.69 hours per pay period. Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one hour. An eligible employee may use sick leave benefits as allowed under law and for:

Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

- For an employee who is a victim of domestic violence, sexual assault, or stalking (to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child)
- Required participation in a trial or other court proceeding related to domestic violence, sexual assault, or stalking.

The definition of Family includes, and paid sick leave authorized for care for:

- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- Spouse, sibling, grandparent, grandchildren, spouse and registered domestic partner

All employees must notify their immediate supervisor of their need for sick leave time within one-half (1/2) hour of the normal time for reporting to work. A sick or disabled employee is expected to call personally, if reasonably possible, or have another person make the proper notification. A reason for not making personal notification shall be given immediately upon return to work. Unless physically incapacitated, failure to provide notice shall result in that day of absence being treated as a leave of absence without pay.

Sick leave benefits will be calculated based on the employee's base pay rate as identified in the adopted Salary Schedule. Sick leave pay for an absence of a full work day will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation and/or State Disability Insurance (SDI). Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from SDI, workers' compensation or GCSD-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's base salary weekly earnings.

An employee may be required to provide proper medical certification for an absence, including an estimated return to work date and/or medical release to return to full duty. For sick leave absences that exceed three (3) consecutive days, a doctors' note or General Manager approval must be provided in order to be able to use sick leave time. For any medical leave lasting longer than a week, medical certification may be required on a weekly basis or as required by law. ~~Upon an employee's retirement, unused sick leave can be converted into days to report to CalPERS for the purposes of enhancing the retirement benefit, per CalPERS then current rules and regulations.~~

There will be no cap on sick leave accrual, however, the District will only pay out a total of 150 accrued sick leave hours upon termination of employment. Employees may use remaining accrued sick leave hours to convert into retirement service credit with CalPERS, per the current CalPERS rules and regulations that exist at the time. Employees will also be provided the option to not receive the 150 hour payout and opt to have all of their accrued sick leave hours

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converted into retirement service credit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed (except as provided above). Upon termination of employment, the Regular, Non-Introductory employee will be paid for one half of the accrued sick leave at the employee's then current base salary. Employees terminated during their Introductory Period shall not be paid for any accrued sick leave.

Sick hours will count as "hours worked" for the purposes of calculating overtime.

Section 2.8 TIME OFF TO VOTE

GCSD encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, GCSD will grant up to 1 hour of paid time off to vote.

Employees shall request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Section 2.9 BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member shall notify their supervisor immediately.

Up to 2 days of paid bereavement leave will be provided to eligible employees in the following classification(s):

- Regular full-time employees
- Probationary/Introductory employees

Bereavement pay is calculated based on the base pay rate at the time of absence. Bereavement leave pay for an absence of a full work day will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

Family is defined in sick leave policy.

Section 2.10 JURY DUTY

GCSD encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request paid jury duty leave. There is no limit to the amount of paid jury duty time available related to regular juror service. However, employees are not eligible for paid jury duty related to grand jury service. Further, employees performing

regular juror service must remit jury duty pay provided by the court to the District in order to receive District-paid jury duty leave.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Probationary/Introductory employees

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either GCSD or the employee may request an excuse from jury duty if, in GCSD's judgment, the employee's absence would create serious operational difficulties.

GCSD will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

Section 2.11 EMPLOYEE RETIREMENT MEDICAL BENEFIT

Employees hired on or after July 1, 2016 shall not be eligible for Retirement Medical Benefits paid by the District. Employees hired prior to July 1, 2013 working in a full-time status will be considered vested in the GCSD Retirement Medical Plan after ten (10) years of full-time employment. They are eligible for this benefit if, after vesting in the plan, they have retired from the District and immediately applied for pension benefits under Public Employees' Retirement System (PERS). Employees with 10 or more years of service with the District who terminate their employment with the District and who either work for another PERS employer or who are not of PERS retirement age, lose their vested interest in the GCSD Retirement Medical Plan.

The vesting schedule related to Employee Retirement Medical Benefits, for employees hired between July 1, 2013 and July 1, 2016 as set forth by Section 322 of the Employee Handbook, shall be as follows:

Length of Employment	Vesting Time
0-5 Years	20 Years
6-8 Years	15 Years
8+ Years	10 Years

Section 2.12 RETIREMENT BENEFITS (CALPERS)

All Regular District employees are covered by the California Public Employees' Retirement System (CalPERS). Bargaining unit members ("classic" members under the CalPERS system) shall pay a total employee contribution of ~~4.58~~% of salary.

Employees hired on or after January 1, 2013 ("new" members under the CalPERS system) shall be enrolled in the statutory retirement formula and shall contribute the statutory employee contribution set forth by the Government Code. Employee contributions are deducted prior to deferral and state withholding, which lowers taxable income (tax deferred income). PERS is

supplemented by FEDERAL SOCIAL SECURITY and MEDICARE coverage, with these costs split between employer and employee (50% each).

Section 2.13 CERTIFICATION ASSISTANCE

Job Required

GCSD recognizes that the skills and knowledge of its employee are critical to protect the health and safety of GCSD customers and taxpayers. For this reason, the District requires employees to achieve certifications that are required for their jobs and to continue a path achieving certification, skills and experience beyond their position requirements and for subsequent promotions. The District will purchase study materials and may provide study programs to assist employees with passing certification exams and achieving overall higher levels of job related competencies.

Proposed Change:

Above Job Requirements

Bargaining unit must propose plan to the District that includes list of certifications and additional work responsibilities that come with each certification for which extra pay is to be received. Certifications must result in a higher level of ongoing responsibility for the employee and provide an added benefit to the District services. District will only pay for the cost associated with obtaining the certification once successful completion of all requirements to obtain certification have been satisfied. Only successful test completion cost will be reimbursed, employee will not be reimbursed for any expense associated with a test that results in a fail. Ex: Fail first attempt and pass on second attempt, only second attempt cost will be reimbursed. District will not monitor employee certification expiration dates regularly, it will be the sole responsibility of the employee. Employees who let a certification expire and do not provide a replacement or notify the District of its expiration and continue to receive the pay benefit, will be responsible for reimbursing the District for months paid at the higher certification rate after the date of expiration, and subject to disciplinary action. If an employee voluntarily leaves the District within 12- months of receipt of certification, all costs associated with the certification (classes, test fees, etc.) will be paid back to the District and deducted from employee's final paycheck.

Section 2.14 WAGES/COLA

Effective July 1 of each year of the MOU, the approved salary schedule for all ranges and classifications shall be adjusted by the West Region Consumer Price Index, or 3%, whichever is less. The District salary schedule will be adjusted July 1 of each year by the CPI-U Western Region March 12-Month average, but no less than 1%.

Section 2.15 WORK SCHEDULE/ALTERNATIVE WORK SCHEDULES

The District recognizes the value of a work schedule that takes into account the personal needs of the employee and their family. A fixed work schedule of five, eight hour days can result in inappropriate use of sick or vacation leave to attend to day to day family affairs. It is recognized that the District is a customer service organization and must be available 24x7 to provide safe, reliable services. The District will endeavor to implement a modified and/or flexible schedule to allow for a 4-10 and/or 9-80 work schedule. It is agreed that the modified schedule will not increase overtime costs over historical amounts or reduce customer

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services as determined by the District. The modified work schedule is desired by District management, but discretionary on the part of the District, not mandatory. If District Management in its sole discretion concludes that the 9/80 ~~or 4/10~~ alternative work schedule is not conducive to District operations, the District will meet and confer on the impact of discontinuing the program, ~~or switching from 9/80 to 4/10 or back~~. Thirty days' notice will be provided to employees prior to termination or switching of the alternative work schedule.

In a standard 9/80 alternative work schedule, employees work nine (9) hours per day Monday through Thursday. On alternating Fridays, employees either work eight (8) hours or are scheduled off which results in 80 hours worked over nine (9) work days versus the customary ten (10) work days. The alternating Friday off is referred to as the employee's flex day.

Supervisors and managers will determine which employees are assigned to Shift "A" and which are assigned to Shift "B" to ensure appropriate coverage. Once employees are assigned to a Shift, it is expected to be followed. Permanent changes between Shift "A" and Shift "B" during the Fiscal year will be considered at the discretion of the General Manager.

Work Period

~~For employees assigned to a 9/80 work schedule, an~~ An employee shall work the following two week-cycle:

- Week One: Monday- Thursday (9 hours each day); Friday (8 hours)
- Week Two: Monday - Thursday (9 hours each day); Friday (Flex Day, 0 hours)

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For purposes of calculating overtime, four hours of the Friday worked in week one will be credited as hours worked in week one; the second four hours of the Friday worked in week one will be credited as hours worked in week two. As a consequence, employees will have forty hours scheduled in each work period.

Work Hours

Normal employee work hours shall be established by the District and are subject to change based upon the needs of the District and upon a minimum of two (2) weeks notification to employees.

Holidays

Employees are entitled to 13 paid holidays as defined in the Memorandum of Understanding (MOU). Holiday pay will be calculated based on the employee's straight- time pay rate times the number of hours the employee would otherwise have worked on the Holiday. For example, if the holiday falls on an employee's normal 9 hour work day, the employee will receive 9 hours of holiday pay. Additionally, if the holiday falls on a flex day of 8 hours, the employee will receive 8 hours of holiday pay.

Floating Holiday

A Floating Holiday is time off credit that is provided to an employee for a holiday that falls on a flex day. At the beginning of each fiscal year, the District will give Floating Holiday credit when the holiday falls on their flex day. Floating Holiday shall be credited based on the number of hours the employee would otherwise have worked on the holiday. If an employee utilizes Floating Holiday credit on an 8 hour flex day, they will be charged 8 hours; if an employee

utilizes Floating Holiday credit on a 9 ~~or 10~~-hour workday, they will be charged 9 ~~or 10~~-hours respectively (can be a combination of Floating Holiday plus other leave accrual). Floating Holiday leave balance will start on July 1st to be used at the employee's discretion before the end of the fiscal year on June 30th.

Timekeeping

When an employee takes a vacation on a scheduled 9 hour day, 9 hours will be recorded. When an employee takes vacation on a scheduled 8 hour day, 8 hours will be recorded. The same procedures will be used for recording time off for other reasons (ex. sick, jury duty, bereavement leave, etc.).

Section 2.16 ON CALL PAY

To be eligible for on-call duty in Collections & Distributions, an employee must live and be able to respond within thirty (30) minutes of the District Headquarters. To be eligible for on-call duty in Treatment Operations, an employee must live and be able to respond within one (1) hour of District Headquarters.

On Call Pay shall be as follows:

- Two (2) hours straight time during regular schedule
- Three (3) hours straight time for weekend and regularly scheduled days off
- Four (4) hours straight time for holidays

On Call pay will be considered a stipend, but will use employee's base salary for stipend calculation.

Section 2.17 MONITORING AND OTHER REMOTE WORK PAY PILOT PROGRAM

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Advances in technology and the remote work abilities and benefits that come with them serve as a great benefit to the District services and employees. An employee no longer needs to leave the comfort of their home to return to work when a task, such as SCADA and other system monitoring can be performed remotely via a computer. As a result, overtime guidelines need to be established for this type of after hours work performed that is appropriate, recognizing the level of inconvenience and time, and is a responsible expense of public funds.

When responding to an alarm via SCADA or calls from the answering service from home, employees shall receive compensation in 30-minute increments:

- Up to 30 minutes=30 minutes of pay
- 31-60 minutes=60 minutes of pay
- 61-90 minutes=90 minutes of pay
- 91-120=120 minutes of pay

This Pilot Program is to allow the District a period of time to evaluate the staff time involved with monitoring systems remotely. The District will use a 6-9 month time period to perform this evaluation. After the District concludes its evaluation, it reserves the right to adjust/modify monitoring pay minute increments as it deems appropriate based off of the data that results from the pilot program. This change will not be subject to the meet and confer requirements.

Section 2.18 EMPLOYEE UNIFORM & CLOTHING ALLOWANCE

The nature of GCSD's business requires special clothing and/or uniforms, as well as clothing designed to provide safety. GCSD provides an allowance to employees for the clothing required by each department, as follows.

Operations & Maintenance Department

Uniforms: The District shall use a laundry service to provide a uniform of shirts, pants, and coveralls. The District provides a \$900 annual work boot and work pant uniform allowance that will be disbursed in \$450 increments twice annually on July 1st and January 1st. If an employee voluntarily leaves the District, they will be responsible for reimbursing the District pro rata (\$75/month) for any months within a disbursement period that they do not work. Example: Employee received \$450 on July 1st, but leaves the District September 1st, employee will have \$300 deducted from final paycheck.

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Section 2.19 OVER TIME

When operating requirements or other needs cannot be met during regular working hours, employees will be required to work overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with applicable law. Overtime pay is based on actual hours worked in excess of the employee's normally scheduled shift, or actual hours worked in excess of 40 per week. Time off on sick leave, vacation leave, jury duty or bereavement leave ~~of absence paid or unpaid~~ will not be considered hours worked for purposes of performing overtime calculations. Holiday time off will be considered hours work for the purpose of calculating overtime.

Failure to work scheduled overtime, respond to District emergencies, or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

The District will provide a meal stipend of \$25 for an employee who is authorized or ordered to work and works three (3) hours or more of overtime as an extension of their regularly assigned work shift.

Section 2.20 LONGEVITY PAY

Longevity Pay, which will become effective going forward upon ratification, shall be available to employees who have worked for the District for a significant number of years, are in good standing (no significant disciplinary actions within the last two years) and have received positive performance evaluations. Eligible employees shall receive a 2.5% increase above their then current base salary after ten (10) years of service upon their hire anniversary date. Employees who have completed fifteen (15) years of service shall receive a 5% increase above their then current base salary upon their hire anniversary date and every five (5) years thereafter.

For the implementation of Longevity Pay, which will become effective upon ratification of MOU currently planned for October 8, 2024, employees who have reached a longevity milestone as detailed above at the time of ratification of this MOU shall receive a one-time \$1,500 true-up payment, regardless of the number of milestones that have been achieved and/or disciplinary

actions within the last two years that have occurred. This action does not set a precedent nor obligate the District to any such action into the future.

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Article 3: POLICIES AND PROCEDURES REGARDING EMPLOYEE CONDUCT AND OTHER MATTERS OF DISTRICT EMPLOYMENT

Section 3.1 GENERAL PROVISIONS

Set forth in the MOU's Appendices and incorporated herein are District policies and procedures, which may be revised by the District as needed. The District may adopt revised policies which affect the wages, hours and working conditions of employees only after written notification to the Association and an opportunity to meet-and-consult regarding the proposed revisions. To the extent that a District policy or procedure written elsewhere is inconsistent with the terms and conditions set forth herein, the language in this Agreement controls. Management can adopt and amend, without meet and confer, standard operating procedures as needed for the efficient operation of the District.

Section 3.2 EMPLOYEES' DUTIES

Employees must adhere to all District policies and procedures whether set forth in this MOU or elsewhere. Employees have a duty to report any violations of any of the policies and procedures set forth herein in accordance with the Grievance process described below.

Section 3.3 BURDEN OF PROOF

Employees must adhere to all District policies and procedures whether set forth in this MOU or elsewhere. Employees have a duty to report any violations of any of the policies and procedures set forth herein in accordance with the Grievance process described below.

Article 4: GRIEVANCE PROCEDURE

Section 4.1 RIGHT TO GRIEVE

An employee has a right to seek review of any issue regarding a specified term of this Agreement or any District rule, regulation, or policy that has been violated, misapplied, or misinterpreted with respect to that individual employee, including any individual employee's discipline resulting in deductions of pay, except a decision to extend or terminate probationary employment. Employees are cautioned not to submit any frivolous grievances, as such action will reflect upon an employee's performance record.

In the event that a grievable issue affects or has a real potential to affect other employees, the Association President may file a grievance on behalf of the Association. At all steps of the grievance procedure, an employee may choose to be represented by the Association President or his/her designee, or any other legal representative.

Section 4.2 FIRST STEP OF GRIEVANCE PROCEDURE

A grievance shall be discussed with the employee's immediate supervisor and resolved if possible. A grievance not resolved at this first step shall be brought by the employee/grievant to the second step of the grievance procedure within fifteen (15) calendar days. If the immediate supervisor is the General Manager, the employee/grievant may take the grievance directly to the second step of the grievance procedure.

Section 4.3 SECOND STEP OF GRIEVANCE PROCEDURE

A grievance shall be presented in writing to the General Manager. Within fifteen (15) calendar days upon receipt of the written grievance, the grievance shall be discussed with the General Manager. A grievance not resolved at this second step shall be brought by the employee/grievant to the third step of grievance procedure within fifteen (15) calendar days of the above-referenced meeting.

Section 4.4 THIRD STEP OF GRIEVANCE PROCEDURE

A grievance shall be presented in writing to the Administrative Services Manager, who may submit the grievance to an outside human resources professional consultant, or the Board of Directors. Within thirty (30) calendar days or within a time period agreed- upon by the parties, the HR consultant or Board of Directors may hold an evidentiary hearing or appoint a hearing officer to hold an evidentiary hearing and to make a recommended decision to the General Manager.

Any such hearing shall be informal and conducted in accordance with the rules set forth in Government Code section 11513, and each party shall be entitled to compel the attendance of any witness employed by the District pursuant to Government Code sections 11450.10-11450.50 and by depositing any required fees thereto. Accordingly, each party shall bear its own costs, including but not limited to witness fees, exhibit costs, and transcript costs, except that the District shall pay the fees of any hearing officer and/or the court reporter.

The General Manager shall make the final written decision on the subject grievance.

Article 5: DISCIPLINE

Section 5.1 DEFINITION

Disciplinary action or discipline means an action taken by the District resulting in a letter of reprimand, dismissal, suspension, reduction in salary step, or demotion of a permanent employee.

Section 5.2 CAUSE(S) OF ACTION

An employee with permanent status with the District may be disciplined only for cause. Possible causes for discipline include, but are not limited to, the following:

- a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:
 1. Falsification of application for work;
 2. False information regarding driver's license; and/or
 3. False information regarding professional licenses, credentials, or certificates.
- b) Falsification of an official statement or document;
- c) Failure to meet or maintain work performance standards and requirements; Willful or negligent violation of any job-related law, ordinance, regulation, or District rule or policy, or disobedience of any superior's lawful order; Incompetence or inefficiency in the performance of the employee's duties;
- d) Inexcusable neglect of duties;
- e) Insubordination;
- f) Dishonesty;
- g) Intoxication while on duty or the abuse or improper use of drugs or alcohol; Failure to meet the requirements of the Department of Transportation Drug Testing Regulations for covered employees;
- h) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slowdowns;
- i) Conviction of a felony, any crime involving moral turpitude or any crime that disqualifies a person from holding public employment; a plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this subsection;
- j) Discourteous treatment of the public or other employees, including but not limited to harassment or discrimination of any individual based on their race, color, ancestry, religious creed, national origin, disability, medical condition, sex, age, marital status, or any other category so prescribed by law;
- k) Misuse of District property or damage to District property resulting from misuse or negligence;
- l) Disloyalty, including inconsistent, incompatible or conflicting employment activity or enterprise;
- m) Disorderly conduct or other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District;
- n) Commission of any type of violence in the workplace, regardless against whom it is directed. Violence related to the workplace that is committed off site and off working hours is also subject to discipline;

- o) Absenteeism or tardiness; and,
- p) Theft or inappropriate removal, possession, or use of GCSD property or information.

Section 5.3 NOTICE OF PROPOSED DISCIPLINARY ACTION

Prior to imposing discipline, the Department Head shall:

- a) Review the proposed action with the Human Resources Office.
- b) Prepare and serve a written notice to inform the employee of the following:
 - 1. The nature of the proposed disciplinary action;
 - 2. The causes therefore;
 - 3. The specific alleged acts or omissions upon which the causes are based stated in ordinary and concise language;
 - 4. A copy of all the written materials upon which the causes are based; and,
 - 5. Notice of the right to respond to the Department Head intending to impose the discipline.

Section 5.4 RESPONSE TO NOTICE OF PROPOSED DISCIPLINARY ACTION

- a) A permanent employee given notice of proposed disciplinary action may, within seven (7) business days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he/she may present statements by himself/herself, written statements of any witnesses and other documentary material. They may be represented by another in presenting his/her response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter:
 - 1. Uphold the proposed disciplinary action;
 - 2. Notify the employee that the proposed disciplinary action will not be imposed;
 - 3. Impose a lesser disciplinary action; or
 - 4. Amend the charges.
- b) In the event the Department Head substantively amends the intended charges or punishment, they shall give another notice as provided in Section 5.3.
- c) If the employee fails to respond to the notice of proposed disciplinary action within seven (7) business days after service of the notice, he/she will have waived the right to respond and the discipline may be imposed as proposed.

Section 5.5 ORDER OF DISCIPLINARY ACTION

After completing the requirements of Sections 5.3 and 5.4, the Department Head shall serve upon the employee an Order of Disciplinary Action in writing stating:

- 1. The nature of the disciplinary action;
- 2. The effective date of the action;
- 3. The causes therefore;
- 4. The specific acts or omissions upon which the causes are based, stated in ordinary and concise language; and,
- 5. Notice of the right of the employee to appeal.

The effective date of the disciplinary action shall be as set forth in the Order of Disciplinary Action.

Section 5.6 APPEAL OF DISCIPLINARY ACTION

The employee acted against may, within seven (7) ~~calendar-business~~ days after service of the Order, appeal the action of the Department Head. An appeal shall be in writing, shall be filed with the Human Resources Office, and shall contain an answer to each charge in the Order. As soon as practicable, the Human Resources Office shall set the appeal for hearing before the General Manager and notify the interested parties of the date and time of the hearing.

The imposition of the Order of Disciplinary Action will not be tolled pending resolution of the appeal.

Section 5.7 MINOR DISCIPLINARY ACTION

A suspension without pay for a period of five (5) business days or less in any twelve (12) month period (or the equivalent reduction in salary step) is considered to be a minor disciplinary action. A Department Head considering a suspension shall comply with Sections 5.3, 5.4, and 5.5 and if requested, Section 5.6. After receiving the Order of Disciplinary Action provided in Section 5.5, the employee may, within seven (7) business days after service of an order imposing a minor suspension, appeal in writing to the District General Manager who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The District General Manager shall make a written decision within fourteen (14) business days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personnel file. In the event the discipline is revoked, all record of the discipline and appeal will be removed from the employee's personnel file. The decision of the District General Manager shall be final and binding.

A letter of reprimand will be considered a minor disciplinary action, but shall not be subject to Sections 5.3, 5.4, 5.5, or 5.6. Any employee receiving a letter of reprimand may respond in writing to the letter of reprimand within thirty (30) calendar days from the date the letter of reprimand is received. The employee's written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

Section 5.8 MAXIMUM SUSPENSION

No disciplinary suspension shall be imposed for any period exceeding thirty (30) calendar days, and the Order of Suspension shall expressly state, in addition to the reasons therefore, the dates of the commencement and expiration of suspension.

Section 5.9 AMENDMENT OF ORDER

At any time before the hearing, the Department Head may file with the Human Resources Office an amended or supplemental Order, which shall be served upon the employee. If an amended Order presents new causes for discipline, the employee shall be afforded all of the procedural safeguards enumerated in Sections 5.3, 5.4, 5.5 herein prior to the discipline becoming effective.

Section 5.10 THE HEARING ON THE APPEAL

A permanent employee subjected to discipline greater than that defined as "minor" shall be entitled to an appeal hearing before the Board of Directors. The decision of the Board shall be considered final and binding. At the sole discretion of the Board, an appeal hearing may be delegated to a hearing officer for purposes of rendering a recommended decision to the Board.

The hearing shall be held in closed session unless the employee notifies the Human Resources Office in writing at least two (2) business days prior to the hearing date that he or she desires to have the hearing in public. In any event, the Department Head shall be entitled to have those matters which constitute complaints against him or her heard in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The Board may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

The hearing shall be informal and the Board shall not be bound by the formal rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing other evidence; however, it shall not be deemed sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

In arriving at a decision, the Board may consider any prior District disciplinary action including any relevant letters of reprimand filed with the Human Resources Office. The Board shall make an official decision affirming, modifying or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or by reference thereto. A copy of the written decision of the Board shall be transmitted to the Department Head and the Human Resources Office. The Department Head shall serve a copy of the decision upon the employee.

Section 5.11 BURDEN OF PROOF

The burden of proof shall be on the Department Head issuing the disciplinary order. The quantum of proof required to sustain such action shall be a preponderance of the evidence.

Section 5.12 CROSS EXAMINATION UNDER EVIDENCE CODE

At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness without extenuating circumstances shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

Section 5.13 AFFIRMATION OR REVOCATION OF ACTION

The Board may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The Board may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may be specified. If the Board revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to District service in accordance with the Order of the Board.

Section 5.14 RECORDING OF THE HEARING

An audio recording of the hearing referenced above shall be made. The employee or employee's representative may request a copy of the recording.

Section 5.15 SERVICE OF NOTICE

For purposes of this procedure, notification to a party may be given either personally or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record by registered mail, return receipt requested. The Department Head shall promptly furnish the Human Resources Office with a copy of each Notice or Order and a statement showing by whom, and the manner and date the notice or order was served.

Section 5.16 PROBATIONARY EMPLOYEES

Except as otherwise provided herein, probationary employees may be dismissed, without right to review or appeal unless otherwise required by law. Probationary employees who have obtained permanent status with the District in another classification shall not be dismissed without following the procedures contained herein.

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Article 6: DOCUMENT EXECUTION

As set forth in Article 1, Section 1.1.D., this Memorandum of Understanding is entered into on October 8, 2024 by the parties pursuant to California Government Code Section 3505.1, and as approved by the Board of Directors of Groveland Community Services District.

**GROVELAND COMMUNITY SERVICES
DISTRICT**

By: _____
President of the Board

BY: _____
General Manager

OPERATING ENGINEERS, LOCAL 3

By: _____
OE3 Senior Business Representative

BY: _____
OE3 Steward/Member

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APPENDIX

- 1. *District Employee Handbook (under separate cover)***
- 2. *Classifications and Compensation Plan (under separate cover)***

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RESOLUTION 32-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTAND (MOU) BETWEEN THE DISTRICT AND OPERATING ENGINEER'S LOCAL NO. 3 EFFECTIVE OCTOBER 18, 2024 THROUGH JUNE 30, 2029, AND RECOGNIZING THAT THE MOU TERMS AND CONDITIONS APPLY TO NON-REPRESENTED EMPLOYEES

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

BE IT RESOLVED, by the Board of Directors of the Groveland Community Services District as follows:

Section 1. The Memorandum of Understanding between the Groveland Community Services District and the Operating Engineer's Local No. 3 is hereby approved and a copy is attached hereto.

Section 2. The terms and conditions of the Memorandum of Understanding shall be effective at the beginning of the first payroll/pay period after ratification.

Section 3. The terms and conditions identified in the Memorandum of Understanding shall be applicable to all represented and non-represented personnel of the District.

Section 4. The President is hereby authorized to sign the Memorandum of Understanding and the Board Secretary shall attest its execution.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: _____