



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

---

### RESOLUTION 1-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT APPROVING MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE REPRESENTATIVES OF THE DISTRICT AND REPRESENTATIVE OF THE GENERAL TEAMSTERS, PROFESSIONAL, HEALTH CARE AND PUBLIC EMPLOYEES, LOCAL 137.**

**WHEREAS**, the Lake Shastina Community Services District (District) Board negotiators, District union stewards, and Teamsters representatives have engaged in good faith negotiations to prepare proposed changes to the Memorandum of Understanding (MOU); and

**WHEREAS**, a final MOU document has been completed and is now ready for approval (attached hereto as Exhibit A).

**NOW, THEREFORE BE IT HEREBY RESOLVED** that the Board of Directors of the District approves the amended Memorandum of Understanding between the District and Teamster, term: January 1, 2017 through June 30, 2021, as presented hereto as Exhibit A.

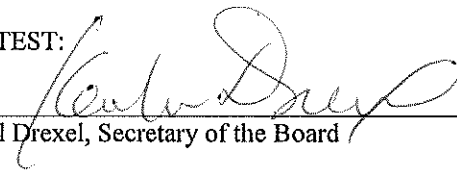
This resolution supersedes and replaces Resolution 7-16.

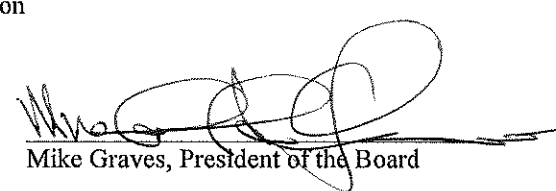
### CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Lake Shastina Community Services District held on February 15, 2017.

AYES: Directors Cupp, Graves, Layne, MacIntosh and Thomsson  
NOES: None  
ABSENT: None

ATTEST:

  
Karl Drexel, Secretary of the Board

  
Mike Graves, President of the Board

**MEMORANDUM OF UNDERSTANDING**

**Between**

**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

**and**

**GENERAL TEAMSTERS,  
PROFESSIONAL, HEALTH CARE  
and PUBLIC EMPLOYEES**

**LOCAL 137**

January 1, 2017 – June 30, 2021

<b>ARTICLE 1 - Preamble.....</b>	<b>3</b>
<b>ARTICLE 2 - Recognition .....</b>	<b>3</b>
<b>ARTICLE 3 - Management Rights .....</b>	<b>4</b>
<b>ARTICLE 4 - Union Rights .....</b>	<b>4</b>
<b>ARTICLE 5 - Union Security .....</b>	<b>5</b>
<b>ARTICLE 6 - Concerted Activities .....</b>	<b>6</b>
<b>ARTICLE 7 - Grievance Procedure .....</b>	<b>6</b>
<b>ARTICLE 8 - Safety .....</b>	<b>8</b>
<b>ARTICLE 9 - Industrial Disability .....</b>	<b>8</b>
<b>ARTICLE 10 - Employee Status .....</b>	<b>9</b>
<b>ARTICLE 11 - Wages and Classifications .....</b>	<b>10</b>
<b>ARTICLE 12 - Hours and Overtime .....</b>	<b>11</b>
<b>ARTICLE 13 - Promotion and Transfer .....</b>	<b>13</b>
<b>ARTICLE 14 - Demotion and Layoff .....</b>	<b>14</b>
<b>ARTICLE 15 - Leave of Absence .....</b>	<b>15</b>
<b>ARTICLE 16 - Expenses .....</b>	<b>15</b>
<b>ARTICLE 17 - Sick Leave .....</b>	<b>16</b>
<b>ARTICLE 18 - Funeral Leave .....</b>	<b>17</b>
<b>ARTICLE 19 - Catastrophic Leave .....</b>	<b>17</b>
<b>ARTICLE 20 - Holidays.....</b>	<b>17</b>
<b>ARTICLE 21 - Vacations .....</b>	<b>18</b>
<b>ARTICLE 22 - Uniforms.....</b>	<b>20</b>
<b>ARTICLE 23 - Employee Evaluations.....</b>	<b>20</b>
<b>ARTICLE 24 - Employee Discipline .....</b>	<b>20</b>
<b>ARTICLE 25 - Miscellaneous.....</b>	<b>22</b>
<b>ARTICLE 26 - Police Department .....</b>	<b>23</b>
<b>ARTICLE 27 - Employee Benefit Programs.....</b>	<b>24</b>
<b>ARTICLE 28 - Savings Provision .....</b>	<b>25</b>
<b>ARTICLE 29 - Effect of Memorandum of Understanding .....</b>	<b>25</b>
<b>ARTICLE 30 - Entire Agreement .....</b>	<b>25</b>
<b>ARTICLE 31 - Term .....</b>	<b>25</b>
<b>EXHIBIT A - CLASSIFICATIONS &amp; SCHEDULE OF WAGE RATES ....</b>	<b>27</b>
<b>EXHIBIT B - CATASTROPHIC LEAVE POLICY.....</b>	<b>31</b>

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this twentieth day of July 2016, by and between the representatives of the LAKE SHASTINA COMMUNITY SERVICES DISTRICT, hereinafter referred to as the District, and the representatives of the General Teamsters, Professional, Health Care and Public Employees Local 137, hereinafter referred to as Union,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, the Union and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the District,

NOW, THEREFORE, the parties hereto do agree as follows:

### **ARTICLE 1 - Preamble**

1.1 This Memorandum of Understanding supersedes and replaces all previous Memoranda of Understanding and Letter Agreements between the parties as well as all previous Minute Orders, Resolutions and Ordinances of the District Board which are in conflict with this Memorandum of Understanding.

1.2 It is the policy of the District and the Union not to, and neither party will illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, age, color or national origin or Union membership or non-membership or the exercise of rights contained in Sections 3500, et. seq., of the Government Code of the State of California.

1.3 The District is engaged in rendering services to the public, and the District and the Union recognize their mutual obligation for the continuous rendition and availability of such services.

1.4 The District and the Union shall cooperate in promoting harmony and efficiency among District employees.

1.5 The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties.

### **ARTICLE 2 - Recognition**

2.1 The District recognizes the Union as the Exclusive Representative of all employees of the Lake Shastina Community Services District who hold a classification listed on Exhibit "A" of this Memorandum of Understanding.

2.2 The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the District for whom the Union is the established Exclusive Representative.

2.3 The Union is entitled to an annual total of three (3) days per year for each Shop Steward to be used for the purpose of excusing Shop Stewards from District duty, without pay, in order to participate in Union seminars or conferences. The Union shall be allowed to designate one (1) unit member as Chief Shop Steward to serve as a representative in the meet and confer process with the District. The unit member designated as Chief Shop Steward shall be granted reasonable time from scheduled duties without loss of pay and benefits to prepare for and meet with the District representatives during the meet and confer process. The Union shall be allowed to designate two (2) unit members as co-stewards to serve as representatives in the meet and confer process with the District as long as it doesn't adversely affect the District.

### **ARTICLE 3 - Management Rights**

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Further, it is agreed by the parties that District Rights include, by way of illustration and not by way of limitation, the following: (a) The full and exclusive control of the management of the District. (b) The supervision of all operations, methods, processes and means of performing any and all work. (c) The control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces. (d) The right to determine the work to be done by employees. (e) The right to establish reasonable qualifications for employment. (f) The right to establish reasonable work and productivity standards. (g) The right to assign overtime. (h) The right to make and enforce reasonable rules and regulations which are not in conflict with the provisions of this Memorandum of Understanding. (i) The right to change or introduce new or improved operations, methods, means or facilities. (j) The right to establish budget procedures and financial allocations. (k) The right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and increase or reduce work hours of employees. (l) The right to suspend, discipline and discharge employees for just cause. (m) The right to otherwise maintain an orderly, effective and efficient operation.

3.2 The District's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.

### **ARTICLE 4 - Union Rights**

4.1 Official representatives of the Union will be permitted access to District property to confer with District employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of Management.

4.2 The District will provide the Union adequate bulletin board space in a location accessible to all employees for the purpose of posting thereon matters relating to official Union business.

4.3 Any employee, at the employee's request, shall be permitted representation by a Union representative. The foregoing shall apply to reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation.

4.4 Joint Union-Management meetings shall be held as often as agreed upon by the Union and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. The meetings may be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

4.5 Upon request by the Union the District will provide a copy of the District Board meeting agenda.

#### **ARTICLE 5 - Union Security**

5.1(a) Except for temporary employees, every employee covered by this Memorandum of Understanding shall, as a condition of employment: (1) become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee shall tender, monthly, an agency fee in an amount equal to the amount of the monthly dues required of members; except that:

5.1(b) Any employee appointed to any classification out of the bargaining unit covered by this Memorandum of Understanding may withdraw from membership in Union and the employee's obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for District in a job classification not covered by this Memorandum of Understanding.

5.2 Any employee who is or who becomes a member of Union shall, as a condition of employment, maintain the employee's membership in Union in good standing in accordance with its Constitution and Bylaws.

5.3 The District shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in 5.1(a) or 5.1(b), and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

5.4 Deductions shall be made each pay-period and a check for the total monthly deductions shall be submitted to the General Teamsters Professional, Health Care and Public, Employees Local 137 within five (5) working days after the end of each month. The District will notify the Union

each month at the time of the dues transmittal to Union of any changes since the previous dues transmittal and the reasons therefore.

5.5 Upon written request from the Union, the District shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

5.6 The form of payroll deduction authorization shall be approved by both the District and the Union.

5.7 The District shall provide all new employees with Union membership application forms and payroll deduction authorization forms, on or before the first day of employment. Such materials will be furnished to the District by the Union.

### **ARTICLE 6 - Concerted Activities**

6.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Memorandum of Understanding, including compliance with the request of other labor organizations to engage in such activity. Further, it is agreed and understood that the District shall not impose any lockout.

6.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding, and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

6.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

### **ARTICLE 7 - Grievance Procedure**

7.1 A grievance is defined as any dispute or disagreement which may arise between the Union or an employee and the District with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual regular employee. Grievances shall be resolved pursuant to the provisions of this Article. Probationary employees shall not be entitled to process grievances with respect to matters of discharge, demotion or discipline. This shall not, however, prevent a probationary employee from enforcing any other rights under this Memorandum of Understanding. Grievant as used herein is defined as an employee or group of employees of the District or the Union.

7.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the grievant or the grievant's representative and the immediate management-level supervisor, who will answer within seven (7) days. This step shall be started within seven (7) days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the grievant.

7.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by either the grievant or the grievant's representative to the General Manager or designee, who shall answer, in writing, within seven (7) calendar days. The second step shall be taken within seven (7) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.4 Step Three: If a grievance is not resolved in the third step, the fourth step shall be referral by the Union to mediation within seven (7) calendar days of the answer in Step Three. Whenever a grievance is referred to mediation, either party may request that the California State Mediation and Conciliation Service refer a state mediator. The state mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until a mediator has released the parties from the mediation process.

7.5(a) Step Four: If a grievance is not resolved in the fourth step, the fifth step shall be referral by the Union to arbitration. The fifth step shall be taken within seven (7) days of the date of the answer in Step Four.

7.5(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The District and Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator, and his compensation and expenses shall be borne equally by the District and Union. The District and the Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request the District shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process. Expense items requested by both parties or the arbitrator such as court reporters, transcripts, or room rent shall be borne equally by the parties. Expense items requested by only one (1) party shall be paid for by the requesting party.

7.5(c) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the District, Union, and the aggrieved employee, provided, however, that such decision shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.



7.5 (d) Grievances referred to arbitration that are appeals of disciplinary suspensions of five days or less, or a disciplinary action with an equivalent dollar value, shall be subject to expedited arbitration, with no attorneys, no court reporters, and an immediate bench decision made by the arbitrator.

7.6 Failure by the grievant or the Union to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by mutual agreement. Failure by the District or its representative to meet any of the aforementioned time limits will allow the grievant or the Union, as applicable, to proceed to the next step of the grievance procedure within seven (7) days of the last day for the District's answer as set forth above.

7.7 A grievant shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirements or directives, pending the final decision of the grievance.

7.8 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.

#### **ARTICLE 8 - Safety**

8.1 The District desires to maintain a safe place of employment for District employees and to that end District management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

8.2 Regular safety meetings will be held for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders, and for training in first aid.

8.3 There shall be a member of the unit on the District's safety committee whose responsibility it is to review accidents and safety conditions and to make recommendations to District management. The representative shall be appointed by the Union.

8.4 Employees shall report unsafe equipment or working conditions to their immediate supervisor who shall determine the appropriate corrective action.

#### **ARTICLE 9 - Industrial Disability**

9.1 The District, the Union, and individual employees agree that they will comply with all aspects of Workers' Compensation and Industrial Disability laws and will support the rights of both the injured employee and the District in complying with these laws.

9.2 Whenever an employee is absent from work as a result of a work related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State

of California, such employee may elect to utilize State Disability Insurance, accumulated sick leave, compensatory time off for overtime work, and accumulated vacation credits to supplement the employee's temporary disability indemnity payments up to a maximum of full salary.

9.3 An employee who is absent by reason of industrial disability may be returned to work by the District and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the District. Such employees shall be compensated at their regular rate of pay while engaged in such temporary duties. The District may require an employee requesting to return to work after an absence caused by industrial disability to submit to a medical examination, at no expense to the employee, by a physician or physicians approved by the District for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to fellow employees, or to the employee's own permanent health.

9.4 Employees who are receiving Workers' Compensation temporary disability benefits, may, at their option, maintain their group insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of three (3) months at the District's expense. Thereafter, the employee may maintain group insurance coverage at the employee's own expense during the period of receipt of Workers' Compensation temporary disability payments.

## **ARTICLE 10 - Employee Status**

10.1 Employees will be designated as regular, probationary, temporary, or part-time, depending upon the purpose for which they are hired and their length of continuous service with the District.

10.2 A regular employee is defined as an employee who has six (6) months or more seniority with the District in full-time employment and works on a regular full-time basis in excess of 30 hours per week.

10.3 A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as the employee becomes eligible. Upon completion of Six (6) months of continuous full time service with the District, a probationary employee shall be given the status of a regular employee. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive work days.

10.4 A temporary employee is defined as an employee hired for a period of less than one thousand (1,000) hours in a fiscal year. A temporary employee shall receive not less than the minimum rate for the job, but shall not be eligible for sick leave pay, vacation pay, insurance coverage, retirement plan participation or items of a similar nature; nor shall the employee accrue

seniority or promotion and transfer rights, or leave of absence rights. However, the employee shall be entitled to pro-rated holiday pay based on hours worked. If a temporary employee is reclassified to probationary status the employee shall be credited with all continuous service in determining completion of probationary status and eligibility for such benefits as may accrue to the employee in the new status. Upon completion of one thousand (1,000) hours of continuous service in a fiscal year with the District, a temporary employee shall be given the status of a probationary employee. Such employees shall not be used to permanently replace or supplant regular employees.

10.5 A part-time employee is defined as an employee hired for employment of less than full-time (8 hours per day, 5 days per week) or whose work period is not necessarily regularly scheduled and who normally works less than full-time, and who has worked more than one-thousand (1,000) hours in a fiscal year and is regularly assigned to work more than half-time. A part-time employee shall receive not less than the minimum rate for the job, and shall be eligible for sick leave pay, holiday pay, vacation pay, retirement plan participation, and items of a similar nature, on a prorated basis. The employee shall be eligible to participate in the District's insurance programs on the same basis as a full-time regular employee. The employee shall accrue seniority and leave of absence rights. If a part-time regular employee is reclassified to probationary or regular employee status, the employee shall be credited with all service as a part-time regular employee in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

## **ARTICLE 11 - Wages and Classifications**

11.1 Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates."

Employees salaries shall be increased 3% effective the first full pay period following January 1, 2017.

Employees salaries shall be increased 3% effective the first full pay period following July 1, 2017.

Employees salaries shall be increased 3% effective the first full pay period following July 1, 2018.

Effective the first full pay period following July 1, 2019 employees shall receive a salary increase equivalent the percentage increase in the cost of living, determined by the Consumer Price Index, U.S. Department of Labor, Western Region Urban Wage Earners and Clerical Workers B/C (less than 1,500,000 population) for October 2018-October 2019.

Effective the first full pay period following July 1, 2020 employees shall receive a salary increase equivalent the percentage increase in the cost of living, determined by the Consumer Price Index, U.S. Department of Labor, Western Region Urban Wage Earners and Clerical Workers B/C (less than 1,500,000 population) for October 2019-October 2020.

11.2 Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. The effective date of promotion to a new classification or higher wage step shall be the first day of the pay period following qualification for the promotion. Whenever an employee is appointed to a higher paying classification, the employee shall be paid at the wage rate of the classification to which the employee is appointed, which is next higher to the employee's present wage rate, but not less than five (5) percent higher, and in any event not more than the top wage rate of the new classification. After one (1) full year of employment on any salary step except the top step, an employee shall be advanced to the next salary step effective the first day of the pay-period following completion of one (1) full year of service in the previous step.

11.3 The base salary of all eligible employees who have continually worked for the Lake Shastina Community Services District for fifteen (15) years shall be increased by five percent (5%).

11.4 Wages shall be paid at bi-weekly intervals on Thursday for a pay-period ending no earlier than the preceding Friday. If a payday falls on a holiday, payment shall be made on the preceding workday.

11.5 When an employee is temporarily assigned to work in a higher classification, for a minimum of three working days, the employee shall be paid at a minimum of step 1 of the higher classification, but not less than five percent (5%) higher than their current wage, in any event not more than the top wage rate of the temporary classification. Employees so assigned shall continue to be covered by the provisions of this M.O.U.

11.6 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.

11.7 The parties agree to meet and confer during the first 90 days of this MOU for the purpose of updating Minimum Certification Requirements and Certification Incentives Pay.

## **ARTICLE 12 - Hours and Overtime**

12.1 Each employee shall report for work at a regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the employee's immediate supervisor. Time spent in traveling between an employee's headquarters and the work site shall be considered as time worked.

12.2(a) Except as otherwise provided herein, a work week is defined to consist of seven (7) consecutive calendar days, 12:01 AM Monday through 12:00 PM Sunday. The regular hours of work each day, except police, will be from 8:00 AM to 4:30 PM, Monday through Friday, with one-half hour off for lunch.

12.2(b) The foregoing work hours, work days, and work schedules may, however, be modified from time to time by the department head as he determines necessary by the needs of the District. Whenever it becomes necessary to reschedule any employee's work days and/or work hours the department head will give as much notice as possible. The District will not reschedule individual employees solely for the purpose of avoiding overtime work.

12.3 Each employee shall be entitled to a break of fifteen (15) minutes with pay during each one-half of the regularly scheduled work day. Whenever practicable, the break shall be taken at the work site. If travel from and to the work site is necessary, the travel time shall be included within the twenty (20) minute break time. Missed breaks shall not be accumulated, nor shall the employee receive additional compensation for missed breaks.

12.4 During the term of this Memorandum of Understanding, the District and Union may meet and confer to propose and consider adopting possible modifications to work schedules.

12.5 Overtime is defined as: a) time worked in excess of eight (8) hours in a workday, b) time worked on a non-workday, and c) time worked on a holiday. Overtime work shall be computed to the nearest one-quarter (1/4) hour. For purposes of calculating overtime, "time worked" means all compensable hours (hours worked, vacation, compensation time off, holiday credit hours taken, sick leave, and paid travel time).

12.6 Compensation for overtime work shall be paid at a rate equivalent to one and one-half (1 1/2) times the employee's regular rate of pay or at the employee's option, providing it is legally permissible, the employee may elect to receive time off with pay at the rate of one and one-half (1 1/2) hours off for each overtime hour worked. Employees required to attend Board Meetings outside employee's regular schedule shall have the option to receive compensatory time off or be able to flex their work day. Overtime shall also be paid for the first eight (8) hours worked on the seventh consecutive day in the work week. Double time shall be paid for all hours worked over twelve (12) hours in a day and after eight (8) hours worked on the seventh consecutive in a work week. The maximum accumulation of compensatory time off (cto) shall be eighty (80) hours. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled. During the months of April, July, October and December each year, employees may elect to receive compensation for the employee's accumulated compensatory time off hours, up to eighty (80) hours per year. Compensation requested under this section shall be paid on the second pay period of the month. Employees whose employment with the District is terminated for any reason shall, at the time of termination, receive compensation for any unused compensatory time off previously earned.

12.7 Employees who are required to report for work on their non-workdays or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked plus one-quarter (1/4) hour travel time each way, but in any event for not less than three (3) hours compensation. If an employee who is called out for such work prior to the employee's regular hours on a workday continues to work into their regular work hours, the employee shall be paid overtime compensation only for the actual

overtime worked. If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual overtime worked.

12.8 Overtime work shall be distributed as equitably as is practicable among those employees who are qualified and available and who volunteer for overtime work and the District shall not require employees who have worked overtime to take equivalent time off during regular work hours without pay.

12.9 On-call duty assigned by the department head shall be compensated as follows.

- a) Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.
- b) On-call employees will be expected to respond to service call within one hour, weather, and road conditions permitting.
- c) Employees on call outside of normal duty hours shall be compensated as follows: Compensation is set at \$175 per week if they are on call for a full seven day week. If less than a full seven day week, on-call compensation shall be calculated on a prorated basis of \$25 per day. On-call schedule begins and ends at 4:30 PM Friday and covers a 24 hour period, including weekends and holidays.
- d) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence, or any telephone call in excess of 10 minutes.
- e) Employees on-call for one or more District recognized holidays within the same week of on-call will be compensated with four (4) hours compensated time off in addition to on-call pay.

12.10 No hourly employee shall be required to make, accept, receive, or respond to any after-hours email, text, or phone call, nor shall such employee be disciplined for not doing so. If any such employee makes, receives, or responds to such communication(s), he/she shall not be compensated for the time spent in doing so unless it exceeds, in the aggregate, ten (10) minutes in any calendar day, and if it does so the employee shall be paid for the time spent by the employee at the appropriate rate (regular or overtime, according to law) to the nearest quarter-hour.

### **ARTICLE 13 - Promotion and Transfer**

13.1 All promotions and transfers shall be in accordance with standards and procedures as determined by the District.

13.2 Whenever new or additional positions are created by the District Board or vacancies other than temporary vacancies occur, the District shall post such position vacancies for ten (10)

calendar days, in order to give employees the opportunity to apply for such position vacancies. In filling such positions, the District shall give first consideration to regular employees who are fully qualified for such position vacancies prior to employing a person from outside the bargaining unit. Whenever two (2) equally qualified employees have applied for the same position vacancy, the senior employee will receive first consideration for the position vacancy.

13.3 All promotional appointments will be for a probationary period of six (6) months. Whenever an employee's promotional appointment is terminated during the trial period, the employee shall either be returned to the previous classification in which either the probationary period or a previous trial period was completed or to another classification which is mutually acceptable.

#### **ARTICLE 14 - Demotion and Layoff**

14.1 When it becomes necessary for the District to layoff regular employees, the District will give employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks' notice of layoff. Where probationary, temporary, or part-time employees are to be laid off, no notice of layoff need be given. Within each classification, all employees, other than regular employees, shall be laid off prior to regular employees being laid off. Regular employees shall be laid off in the reverse order of District seniority with the least senior employee being laid off first provided the employee who is qualified to perform the work with the least seniority is laid off first.

14.2 An employee whose position has been abolished may elect to displace another employee in the bargaining unit provided the employee either is qualified to perform the duties of the other classification, or previously satisfactorily performed the duties of the other classification, and the employee has greater District seniority than the employee to be displaced. Employees who elect to displace to another classification shall be probationary for six (6) months unless the employee has previously served at least six (6) months in the other classification. Whenever an employee demotes to a lower-paying classification the employee shall be placed on the salary step which has a wage rate closest to the employee's previous wage rate.

14.3 Laid-off employees' names shall be kept on a re-employment list for a period of one (1) year from the date of layoff, and shall have preferential re-hire rights to the classification from which laid off in the reverse order of layoff. Whenever it becomes necessary for the District to notify a laid off employee of a re-employment opportunity, the District shall do so by use of registered mail to the employee's last known address. If an employee does not accept such offer of re-employment within seven (7) calendar days, the employee's name shall be removed from the re-employment list and the employee shall no longer have re-employment rights.

14.4 Employees who have elected to demote into a lower paying classification shall have preferential promotion rights to the classification from which they demoted in the reverse order of demotion for a period of one year from the date of the employee's demotion. If an employee does not accept an offer of promotion to the classification from which the employee was demoted, the employee will lose all preferential rights to re-promotion.

## **ARTICLE 15 - Leave of Absence**

15.1 Leave of absence without pay may be granted to regular employees by the General Manager for urgent and substantial reasons, up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted shall be considered as an urgent and substantial reason and in such cases a leave will be granted.

15.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

15.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the General Manager in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.

15.4 An employee's status as a regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

15.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate employment with the District.

15.6 An employee on an unpaid leave of absence in excess of thirty (30) days as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage providing the full monthly premium is received by the District on or before the first day of the month for which the premium is intended.

15.7 The District will provide the provision of FMLA, CFRA, Kin Care, PFL, Military, School Leave and other state and federal mandated leaves to all bargaining unit employees.

## **ARTICLE 16 - Expenses**

16.1 Whenever an employee uses the employee's personal automobile for the District's convenience, the employee will be reimbursed therefor at the rate per mile as established by the Internal Revenue Service.



16.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed expenses for board and lodging in amounts as established by the District from time to time for the duration of such assignment, provided they board and lodge at places to be designated by the District. Future modifications of the District's policies relative to the foregoing shall not result in a reduction in the reimbursement rates as established as of the date of execution of this Memorandum of Understanding.

16.3 If the District requires an employee to perform emergency overtime work outside of the regular work hours on either work days or non-work days, the District will provide meal breaks to the employees at intervals of approximately four (4) hours but not more than five (5) hours insofar as it is practicable for the District to do so, and for as long as the work continues. The cost of such meals at the District's expense shall be limited to the regularly established per diem rates as established by the State of California. If an employee's meal exceeds the per diem rates, the excess shall be paid by the employee.

### **ARTICLE 17 - Sick Leave**

17.1 Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of eight (8) hours per calendar month. Sick leave used during first ninety (90) days must be approved by management.

17.2 Sick leave shall be allowed for a non-work related absence due to the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, confinement for medical treatment, or serious illness or disability of a member of the employee's immediate family up to a maximum of twenty-four (24) hours. Immediate family as used herein shall be as defined in Section 18.1. Whenever any employee is entitled to receive sick leave with pay and also disability insurance benefits, sick leave compensation shall be added to all disability insurance benefits up to a maximum of full pay but in any event the combination of sick leave compensation and disability insurance pay shall not exceed one-hundred percent (100%) of the employee's regular pay rate.

17.3 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

17.4 Whenever an employee takes sick leave, such sick leave shall be charged at the same number of hours per shift for which each employee is assigned.

17.5 The District will provide the employees with all the provisions of State and Federal Law (i.e. FMLA/CFRA, Kin Care, School leave, PFL, Military, etc.).

17.6 Upon separation (resignation, lay-off or dismissal) the employee may elect to be compensated for unused sick leave by the District at a percentage basis specified as follows:

<u>HOURS</u>	<u>% PAID</u>
0 – 49	0%
50 - 99	5%
100-199	10%
200-299	15%
300-399	20%
400-499	25%
500-599	30%
600-699	35%
700-799	40%
800-899	45%
900-1152	50%

### **ARTICLE 18 - Funeral Leave**

18.1 Regular and probationary employees who are absent from work due to the death of a member of the employee's "immediate family" will receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed three days. "Immediate family" as used herein includes only employee's spouse, children, step-children, grandchildren, brothers, sisters, parents, step-parents, parents-in-law, brother-in-law, sister-in-law, grandparents or any other person who is a legal dependent of the employee.

18.2 The General Manager may grant additional funeral leave from sick leave credits, if any, where special circumstances warrant.

### **ARTICLE 19 - Catastrophic Leave**

19.1 Catastrophic Leave is intended to provide an eligible employee authorized paid time-off through voluntary donation of management leave, comp time earned and/or vacation hours. Donated leave must be specifically designated for the employee who has been approved for Catastrophic Leave Benefits. Catastrophic Leave shall not exceed a maximum of six months and must be used within one (1) year of the date the application for Catastrophic Leave is approved. Only one request for Catastrophic Leave will be approved in a twelve (12) month period. The recipient will not accrue CTO, holiday and seniority upon receiving Catastrophic Leave. The recipient will receive their normal rate of pay, be taxed normal payroll deductions, and the recipient must prepay the employee portion of the cost of the health premium each month if they wish to have this benefit. Catastrophic Leave applications may be obtained from the Personnel Department. The employee requesting Catastrophic Leave benefits must meet the conditions set forth in the adopted Catastrophic leave policy, as show in "Exhibit B."

### **ARTICLE 20 - Holidays**

20.1 Regular, probationary, and full-time temporary employees except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

1. January 1, known as "New Year's Day"
2. Third Monday in January, known as "Dr. Martin Luther King Jr.'s birthday"

3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. The second Monday in October, known as "Columbus Day"
8. November 11, known as "Veterans Day"
9. Thanksgiving Day
10. The day following Thanksgiving Day
11. ½ workday before Christmas Day
12. December 25, known as "Christmas Day"
13. Floating Holiday
14. Employee's Birthday

If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday, other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday except by those employees who are regularly scheduled to work on Saturday, other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive eight (8) hours pay at the employee's regular hourly wage rate. Notwithstanding the foregoing, an employee may observe the employee's birthday holiday on the employee's birthday or the holiday may be deferred and scheduled in the same manner as vacations are normally scheduled. The Floating Holiday is scheduled at the time of hire and again on January 1<sup>st</sup> of each year and cannot be carried into the following year.

20.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days.

20.3 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

## **ARTICLE 21 - Vacations**

21.1(a) Regular and probationary employees of the District shall accrue vacations with pay as follows:

21.1(b) At the rate of eighty (80) hours per year worked, or on paid leave, from the date of employment through the fourth (4th) year of employment.

21.1(c) At the rate of one-hundred twenty (120) hours per year worked, or on paid leave, from the fifth (5th) anniversary date through the ninth (9th) year of employment.

21.1(d) At the rate of one hundred sixty (160) hours per year worked, or on paid leave, from the tenth (10th) anniversary date.

21.1(e) For each full year of service after fifteen (15) continuous years of service, employees shall be granted an additional eight hours accumulation of vacation in addition to that set forth in 21.1(d), above, up to a maximum accumulation of two hundred forty (240) hours per year.

21.2 Vacation cannot be accrued while an employee is in a non-pay status.

21.3 Vacations shall be scheduled by the department head after consideration of the wishes of the employee and the needs of the service. No employee shall be permitted to take more than twenty (20) consecutive working days of vacation without the authorization of the General Manager. No employee may take accumulated vacation time prior to the completion of six (6) full months of service to the District. No less than one (1) hour of vacation may be taken at any one (1) time.

21.4 The District shall not require an employee to take the employee's vacation in lieu of sick leave or leave of absence on account of illness.

21.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on vacation, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.

21.6 A maximum of two (2) years of vacation accumulation may be accrued as of December 31<sup>st</sup> each year. In January each year the District will give notice to every employee who is expected to exceed the maximum accumulation the following year, unless vacation to be taken off is scheduled. Such employee will be given the opportunity to schedule an appropriate amount of vacation time off with pay, or if the employee fails to do so the District will schedule the employee's vacation prior to December 31 of each year. Whenever an employee would lose vacation credits as a result of the foregoing maximum and the employee is not at fault in scheduling vacation time off, the District may in its discretion either allow the maximum vacation accumulation to be exceeded or may compensate the employee for any vacation time in excess of the maximum accumulation. Furthermore, employees may, at their option, transfer any accrued vacation hours to their sick leave bank.

21.7 Whenever any employee has accrued one hundred twenty (120) hours or more vacation allowance as set forth in 21.1 (a-e), the District will, at the employee's option during the months of April, July, October and December each year, compensate the employee for up to forty (40) hours of accumulated vacation per fiscal year. Compensation requested under this section shall be paid on the second pay period of the month.

21.8 Employees whose employment with the District is terminated for any reason shall, at the time of termination, receive compensation for any unused vacation period previously earned.

21.9 Whenever an employee takes vacation leave, such vacation leave shall be charged at the same number of hours per shift for which each employee is assigned.

## **ARTICLE 22 - Uniforms**

22.1 The District will provide uniforms for those employees who are required as a condition of employment to wear such uniforms while on duty. Such employees will provide all maintenance and cleaning for such uniforms.

22.2 Regular Public Works employees are provided uniforms consisting of five (5) pairs of jeans (up to \$250 and employee to be responsible for laundering), one (1) pair of work boots (up to \$250) per year, and five (5) short sleeve shirts with collars and District (CSD) identification.

22.3 The District will provide protective clothing and maintenance of such clothing to those employees who are required to work with grease, chemicals, or other substances which are hazardous to the employees or their clothing.

22.4 All Police employees are required to wear regulation uniforms. The District has the option of authorizing reimbursements to qualifying employees upon proof of purchase or, arranging with local retailers to supply all qualifying employees with a specific product that meets the needs and/or safety requirements, and bill the District for the total cost of all products purchased. Police are responsible for the cleaning of their own uniforms.

22.5 The District will provide rain coats with hoods or rain hats, rain pants and rain boots for all employees who are required to work outdoors during inclement weather.

## **ARTICLE 23 - Employee Evaluations**

23.1 Each employee shall be evaluated in writing by their management-level supervisor at least once each year. The supervisor shall discuss the evaluation with the employee and shall provide the employee a copy of the written evaluation. The employee shall have the right to respond to negative evaluations and to attach a written response to the evaluation.

23.2 Probationary employees shall be evaluated prior to attaining regular status.

23.3 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the department head and upon request, shall have the right to have a Union representative present. The employee shall also have the right to attach a written rebuttal within fifteen (15) days of the date of the review of the evaluation.

## **ARTICLE 24 - Employee Discipline**

24.1 During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing nor the right to file a grievance

with respect thereto except, however, such employee shall have the right to meet with the department head to discuss the disciplinary action. Upon completion of the probationary period employees shall be subject to disciplinary action for just cause as prescribed herein.

24.2 The District has the right to take appropriate disciplinary action against regular status employees including, but not limited to, oral or written reprimand, suspension with or without pay, reduction in compensation, retention on the same step of the salary schedule, transfer, demotion and discharge. The District will follow progressive disciplinary steps, except that no warning notices need to be given to an employee before he/she is discharged if the cause of such discharge is one of the following:

- a) being under the influence of intoxicating beverages or illegal drugs
- b) gross insubordination
- c) theft
- d) fighting on District property or District time

24.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming regular, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the District.

24.4 Causes for disciplinary action include, but are not limited to, the following:

- a) Possession, use, or being under the influence of intoxicating beverages or drugs while on the job.
- b) Conviction of any criminal law which affects employee's ability to function on the job.
- c) Insubordination.
- d) Dishonesty.
- e) Absence without proper advance notification to the District, unless it is impossible to provide such notice.
- f) Willful misconduct to the detriment of the District.
- g) Inefficiency in the performance of an employee's duties.
- h) Filing false claims for sick leave or workers' compensation benefits.
- i) Willful damage to public property or equipment or waste of public supplies.
- j) Fraud in securing employment.
- k) Interference with other employees in the performance of their duties to the detriment of the District.
- l) Carelessness or negligence in the use of public property or equipment.
- m) Discourteous, offensive, or abusive conduct or language toward another employee or the public.
- n) Providing false information to the District, including but not limited to information supplied on employment application forms, employment records, or any other documents in connection with an employee's duties.

- o) Violation of, or refusal to obey, reasonable rules and regulations of the District or laws or regulations of the State of California.
- p) Repeated or unexcused tardiness.
- q) Failure to possess or keep in effect any required license, certificate, or similar employment requirements specified in the employment class specification, or as otherwise necessary for the employee to perform the duties of the position.
- r) Misuse or unauthorized use of District credit card or account to the benefit of any person and/or to the damage of the District.
- s) Unauthorized use or removal of District real or personal property, including personal use of the same.
- t) Conduct of a business enterprise on District property or while on the job.
- u) Causing or allowing a fraudulent taking or use of District services for the benefit of any person and/or to the damage of the District.
- v) Making any threat against, or committing a battery or assault of, any other employee or member of the public.

24.5 Prior to the imposition of discipline of a regular status employee other than an oral or written reprimand or a suspension of five (5) or fewer days, the District shall serve personally on the employee or mail to the employee's last known address by certified mail a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the rights to a hearing on such charges, and the right of representation. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the District designee(s) shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

24.6 The District may, upon written notice to the employee, immediately place any such employee on Administrative leave at any time, with full regular pay and benefits.

## **ARTICLE 25 - Miscellaneous**

25.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay.

25.2 No derogatory material shall be placed in an employee's personnel file without the employee's knowledge. Any employee, at the employee's request, shall be permitted to review the

employee's own personnel file and to receive a copy of any document contained therein. The file may not, however, be removed from the Office.

25.3 The District will provide cell phones to Public Works employees or reimbursement of \$50 per month per Public Works employee for use of personal cell phones.

25.4 Management level supervisors of employees covered by this Memorandum of Understanding shall not regularly perform the duties which are regularly performed by employees holding classifications covered by this Memorandum of Understanding. It is understood, however, that a management-level supervisor may not be prevented from performing any duties necessary to accomplish the goals of the District.

25.5 Whenever any employee is required to have a State of California driver license of a class level higher than the normal California driver license, the District will pay the additional state license fee and the periodic physical examination cost. The District will also allow the employee to use District vehicles for any such required driving test and will allow the employee time off with pay during regular working hours to take any state-required driver license tests.

25.6 Employees who complete authorized courses with a passing grade may, upon application, be reimbursed for their tuition and expenses provided the employee obtained prior approval from their Department Director and the General Manager and the course is related to the employee's job or job advancement opportunities.

## **ARTICLE 26 - Police Department**

26.1 A Police employee who obtains an Emergency Medical Technician certificate may increase the employee's base pay by 2.5%.

26.2 In order for any college degree to be considered as the basis for an Education Pay increase, the institution which issued the degree must have been accredited by the Accrediting Committee for Community and Junior Colleges or the Accrediting Committee for Senior Colleges and Universities of the Western Association of Schools and Colleges. The Education Pay increase authorized hereunder shall be in the reasonable discretion of the Chief of Police, who shall determine whether the degree enhances the employee's qualifications and/or ability to perform his/her work. Any degree earned during the employee's tenure with the District in police science, administration of justice, psychology, communications, public administration, conflict resolution, sociology, forensic science, criminology, management, behavioral science, business administration, or similar fields shall be presumed to satisfy this requirement. Additionally, Intermediate POST Certificate and Advanced POST Certificate shall be presumed to satisfy this requirement. Employee to be entitled to 2.5% per qualifying degree/certificate to a maximum of 5%. The decision of the Chief of Police on this issue shall be appealable as a grievance by the subject employee.

26.3 Overtime Pay: Police employees shall earn Overtime Pay for time authorized in advance by the General Manager or his/her designee. Overtime shall be paid for time worked in excess of 80



hours during a 14-day work period, or in excess of their regularly scheduled shift of 8, 10, or 12 hours in a work day. Overtime Pay shall be earned at the rate of one and one-half times the employee's regular pay. Only hours worked, vacation, compensation time off, holiday credit hours taken, sick leave, and paid travel time may be used for the calculation overtime compensation within an 80 hour, 14-day work period.

26.4 Call Back Pay: When a Police employee is ordered to return to work after the employee has completed the employee's scheduled work shift, and has left the work site, the employee shall earn Call Back Pay. An employee who has been called back shall earn Call Back Pay in an amount equal to a minimum of two hours of Overtime Pay or the hours actually worked, whichever is greater.

26.5 When a Police employee is off duty and is required to appear in court such employee shall earn Overtime Pay.

26.5(a) Police employees shall receive a minimum of two hours of Overtime Pay or the Overtime Pay for the hours actually in appearance, whichever is greater. The employee's travel time to and from the courthouse shall count towards Overtime Pay.

26.5(b) Police employees subpoenaed are to be considered on court standby. If an employee is subpoenaed to appear in court while off duty, and the employee receives notice of cancellation of the subpoena at least 24 hours before the time for appearance, the employee shall not be eligible for court standby. If the employee receives notice of cancellation at any time after this, the employee will earn Court Standby Pay in an amount equal to two hours Overtime Pay.

26.6 Training Attendance: Police employees attending approved training sessions shall earn Regular Pay if the training is held during the employee's usual work shift.

26.7 Footwear: District to provide \$250 boot allowance July 1 of each year.

## **ARTICLE 27 - Employee Benefit Programs**

27.1 Retirement: The District will continue with the current retirement benefit plans for the term of this agreement. The parties agree to an ongoing opener to discuss moving the Law Enforcement Unit into CalPERS Retirement System or other pension options.

27.2 Group Insurance: Effective January 1, 2017, the District will make the full monthly contributions per eligible employee into the Northern California General Teamsters' Security Trust Fund, Teamsters Select Plus with no deductible, for the term of this Agreement.

27.3 These payments shall secure medical, drug, dental, vision and orthodontic coverage for the employee and his/her dependents and shall be subject to the provisions of the Subscriber Agreement for Northern California General Teamsters' Security Trust Fund, and the actions of the trustees in reviewing and/or amending the provisions of such Trust.

27.4 Eligible employees are all regular and probationary employees who are on the payroll the 1<sup>st</sup> of the month. Benefits are to be effective the first day of the month that follows the first day of employment.

### **ARTICLE 28 - Savings Provision**

28 If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### **ARTICLE 29 - Effect of Memorandum of Understanding**

29 It is understood and agreed that the specific provisions contained in this Memorandum of Understanding shall prevail over District practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

### **ARTICLE 30 - Entire Agreement**

30.1 Except as specifically provided in Article 31 - Term, during the term of this Memorandum of Understanding, the Union expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. Notwithstanding the foregoing, however, if the District exercises its right to contract out bargaining unit work or services, at the Union's request, the District will meet and confer with the Union on the impact of the District's decision.

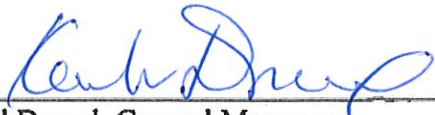
### **ARTICLE 31 - Term**

31.1 This Agreement shall remain in full force and effect up to and including January 1, 2017 through June 30, 2021, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than March 1, beginning in the year 2021 of its request to modify, amend or terminate the Agreement.

31.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

31.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

LAKE SHASTINA COMMUNITY  
SERVICES DISTRICT



Karl Drexel, General Manager

3/14/2017

Date

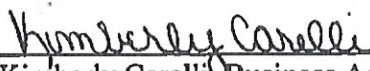


Mike Graves, Board President

3/15/2017

Date

GENERAL TEAMSTERS  
LOCAL 137



Kimberly Carelli, Business Agent

3/6/17

Date

**EXHIBIT A - CLASSIFICATIONS AND SCHEDULE OF WAGE RATES**

**TEAMSTERS LOCAL 137 CLASSIFICATIONS:**

**Department of Public Safety**

Police Officers  
Police Sergeant  
Community Services Officer  
Fire Fighters  
Clerk

**Public Works Department**

Public Works Supervisor  
Wastewater Leadman  
Water Leadman  
Maintenance Worker

**Administration / Accounting Department**

Senior Accounting Clerk  
Administration Assistant  
Accounts Receivable Clerk  
Accounts Payable Clerk/Payroll Clerk

**Administration / Accounting Department**

Administrative Office Assistant (part-time)

# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

## SALARY STEP SCHEDULE

### Teamsters Local 137 Classifications

Longevity 2%  
merit increases  
(above STEP 5)

Wages effective January 1, 2017 for all Local 137 classifications  
Reflects 3% COLA January 1, 2017

POSITION	STEP		TIME		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5			15 yrs svc (5% increase)
	increments											
<b>ADMINISTRATION:</b>												
Senior Accounting Clerk	5%		HOURLY		21.99	23.09	24.25	25.46	26.74			28.08
			ANNUAL		45,739.20	48,027.20	50,440.00	52,956.80	55,619.20			58,406.40
Administrative Assistant	5%		HOURLY		19.12	20.07	21.08	22.13	23.24			24.40
			ANNUAL		39,769.60	41,745.60	43,846.40	46,030.40	48,339.20			50,752.00
Accounts Receivable Clerk	5%		HOURLY		14.49	15.21	15.97	16.77	17.61	17.96	18.32	19.24
			ANNUAL		30,139.20	31,636.80	33,217.60	34,881.60	36,628.80	37,356.80	38,105.60	40,019.20
Accounts Payable/Payroll Clerk	5%		HOURLY		14.49	15.21	15.97	16.77	17.61			18.49
			ANNUAL		30,139.20	31,636.80	33,217.60	34,881.60	36,628.80			38,459.20
Administrative Office Assistant	4%	PT	HOURLY		14.00	14.56	15.15	15.76	16.40			17.22
Part Time (approx 800 hrs per year)					11,200.00	11,648.00	12,120.00	12,608.00	13,120.00			13,776.00
<b>MAINTENANCE:</b>												
Public Works Supervisor	5%		HOURLY		23.92	25.12	26.37	27.70	29.07			30.52
			ANNUAL		49,753.60	52,249.60	54,849.60	57,616.00	60,465.60			63,481.60
Leadman/Acting Leadman	5%		HOURLY		26.69	28.03	29.43	30.90	32.45			34.07
			ANNUAL		55,515.20	58,302.40	61,214.40	64,272.00	67,496.00			70,865.60
Maintenance Worker I	3%		HOURLY		12.62	13.00	13.39	13.79	14.20			14.91
			ANNUAL		26,249.60	27,040.00	27,851.20	28,683.20	29,536.00			31,012.80
Maintenance Worker II	4%		HOURLY		14.28	14.85	15.45	16.08	16.73			17.57
			ANNUAL		29,702.40	30,888.00	32,136.00	33,446.40	34,798.40			36,545.60
Maintenance Worker III	4%		HOURLY		16.81	17.49	18.19	18.92	19.67			20.65
			ANNUAL		34,964.80	36,379.20	37,835.20	39,353.60	40,913.60			42,952.00
<b>POLICE DEPT:</b>												
Police Sergeant	5%		HOURLY		23.94	25.14	26.40	27.72	29.11			30.57
			ANNUAL		49,795.20	52,291.20	54,912.00	57,657.60	60,548.80			63,585.60
With 1st Education Pay increase 2.5%			HOURLY		24.54	25.77	27.06	28.41	29.84			31.33
			ANNUAL		51,043.20	53,601.60	56,284.80	59,092.80	62,067.20			65,166.40
With 2nd Education Pay increase 2.5%			HOURLY		25.15	26.41	27.74	29.12	30.59			32.12
			ANNUAL		52,312.00	54,932.80	57,699.20	60,569.60	63,627.20			66,809.60
Police Officer	5%		HOURLY		17.45	18.32	19.24	20.20	21.21			22.27
			ANNUAL		36,296.00	38,105.60	40,019.20	42,016.00	44,116.80			46,321.60
With 1st Education Pay 2.5% increase			HOURLY		17.89	18.78	19.72	20.71	21.74			22.83
			ANNUAL		37,211.20	39,062.40	41,017.60	43,076.80	45,219.20			47,486.40
With 2nd Education Pay 2.5% increase			HOURLY		18.34	19.25	20.21	21.23	22.28			23.40
			ANNUAL		38,147.20	40,040.00	42,036.80	44,158.40	46,342.40			48,672.00
Police Clerk - CSO	5%	PT	HOURLY		10.66	11.20	11.75	12.34	12.96			13.61
Part-time (Approx 20 hrs per week)			ANNUAL		11,086.40	11,648.00	12,220.00	12,833.60	13,478.40			14,154.40
<b>FIRE DEPT:</b>												
Assistant Fire Chief		PT	HOURLY		16.48	17.51	18.54	19.57	20.60			21.63
Part-time (Approx 15-20 hrs per week)			ANNUAL	15/wk	12,854.40	13,657.80	14,461.20	15,264.60	16,068.00			16,871.40
			ANNUAL	20/wk	17,139.20	18,210.40	19,281.60	20,352.80	21,424.00			22,495.20
Seasonal Fire Fighter	4%	PT	HOURLY		13.72	14.28	14.85	15.45	16.08			16.88
480 hours per season (3 month position)			ANNUAL		6,585.60	6,854.40	7,128.00	7,416.00	7,718.40			8,102.40

Salary steps all departments update Union Classifications effective 1-1-2017.xlsx

# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

## SALARY STEP SCHEDULE

### Teamsters Local 137 Classifications

Longevity 2%  
merit increases  
(above STEP 5)

Wages effective July 1, 2017 for all Local 137 classifications  
Reflects 3% COLA July 1, 2017

POSITION	STEP		TIME	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5			15 yrs svc (5% increase)
	increments										
<b>ADMINISTRATION:</b>											
Senior Accounting Clerk	5%		HOURLY	22.65	23.78	24.98	26.22	27.54			28.92
			ANNUAL	47,112.00	49,462.40	51,958.40	54,537.60	57,283.20			60,153.60
Administrative Assistant	5%		HOURLY	19.69	20.67	21.71	22.79	23.94			25.14
			ANNUAL	40,955.20	42,993.60	45,156.80	47,403.20	49,795.20			52,291.20
Accounts Receivable Clerk	5%		HOURLY	14.92	15.67	16.45	17.27	18.14	18.50	18.87	19.82
			ANNUAL	31,033.60	32,593.60	34,216.00	35,921.60	37,731.20	38,480.00	39,249.60	41,225.60
Accounts Payable/Payroll Clerk	5%		HOURLY	14.92	15.67	16.45	17.27	18.14			19.05
			ANNUAL	31,033.60	32,593.60	34,216.00	35,921.60	37,731.20			39,624.00
Administrative Office Assistant	4%	PT	HOURLY	14.42	15.00	15.60	16.23	16.89			17.73
Part time (approx 800 hrs per year)				11,536.00	12,000.00	12,480.00	12,984.00	13,512.00			14,184.00
<b>MAINTENANCE:</b>											
Public Works Supervisor	5%		HOURLY	24.64	25.87	27.16	28.53	29.95			31.45
			ANNUAL	51,251.20	53,809.60	56,492.80	59,342.40	62,296.00			65,416.00
Leadman/Acting Leadman	5%		HOURLY	27.49	28.86	30.30	31.82	33.41			35.08
			ANNUAL	57,179.20	60,028.80	63,024.00	66,185.60	69,492.80			72,966.40
Maintenance Worker I	3%		HOURLY	13.00	13.39	13.79	14.20	14.63			15.36
			ANNUAL	27,040.00	27,851.20	28,683.20	29,536.00	30,430.40			31,948.80
Maintenance Worker II	4%		HOURLY	14.71	15.30	15.91	16.56	17.23			18.09
			ANNUAL	30,596.80	31,824.00	33,092.80	34,444.80	35,838.40			37,627.20
Maintenance Worker III	4%		HOURLY	17.31	18.01	18.74	19.49	20.26			21.27
			ANNUAL	36,004.80	37,460.80	38,979.20	40,539.20	42,140.80			44,241.60
<b>POLICE DEPT:</b>											
Police Sergeant	5%		HOURLY	24.66	25.89	27.19	28.55	29.98			31.48
			ANNUAL	51,292.80	53,851.20	56,555.20	59,384.00	62,358.40			65,478.40
With 1st Education Pay increase 2.5%			HOURLY	25.28	26.54	27.87	29.26	30.74			32.27
			ANNUAL	52,582.40	55,203.20	57,969.60	60,860.80	63,939.20			67,121.60
With 2nd Education Pay increase 2.5%			HOURLY	25.90	27.20	28.57	29.99	31.51			33.09
			ANNUAL	53,872.00	56,576.00	59,425.60	62,379.20	65,540.80			68,827.20
Police Officer	5%		HOURLY	17.97	18.87	19.82	20.81	21.85			22.94
			ANNUAL	37,377.60	39,249.60	41,225.60	43,284.80	45,448.00			47,715.20
With 1st Education Pay 2.5% increase			HOURLY	18.43	19.34	20.31	21.33	22.39			23.51
			ANNUAL	38,334.40	40,227.20	42,244.80	44,366.40	46,571.20			48,900.80
With 2nd Education Pay 2.5% increase			HOURLY	18.89	19.83	20.82	21.87	22.95			24.10
			ANNUAL	39,291.20	41,246.40	43,305.60	45,489.60	47,736.00			50,128.00
Police Clerk - CSO	5%	PT	HOURLY	10.98	11.54	12.10	12.71	13.35			14.02
Part-time (Approx 20 hrs per week)			ANNUAL	11,419.20	12,001.60	12,584.00	13,218.40	13,884.00			14,580.80
<b>FIRE DEPT:</b>											
Assistant Fire Chief		PT	HOURLY	16.97	18.04	19.10	20.16	21.22			22.28
Part-time (Approx 15-20 hrs per week)			ANNUAL	15/wk	13,236.60	14,071.20	14,898.00	15,724.80	16,551.60		17,378.40
			ANNUAL	20/wk	17,648.80	18,761.60	19,864.00	20,966.40	22,068.80		23,171.20
Seasonal Fire Fighter	4%	PT	HOURLY	14.13	14.71	15.30	15.91	16.56			17.39
480 hours per season (3 month position)			ANNUAL	6,782.40	7,060.80	7,344.00	7,636.80	7,948.80			8,347.20

Salary steps all departments update Union Classifications effective 1-1-2017.xlsx

# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

## SALARY STEP SCHEDULE

### Teamsters Local 137 Classifications

Longevity 2%  
merit increases  
(above STEP 5)

Wages effective July 1, 2018 for all Local 137 classifications

Reflects 3% COLA July 1, 2018

POSITION	STEP		TIME	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5			15 yrs svc (5% increase)
	increments										
<b>ADMINISTRATION:</b>											
Senior Accounting Clerk	5%		HOURLY	23.33	24.49	25.73	27.01	28.37			29.79
			ANNUAL	48,526.40	50,939.20	53,518.40	56,180.80	59,009.60			61,963.20
Administrative Assistant	5%		HOURLY	20.28	21.29	22.36	23.47	24.66			25.89
			ANNUAL	42,182.40	44,283.20	46,508.80	48,817.60	51,292.80			53,851.20
Accounts Receivable Clerk	5%		HOURLY	15.37	16.14	16.94	17.79	18.68	19.06	19.44	20.41
			ANNUAL	31,969.60	33,571.20	35,235.20	37,003.20	38,854.40	39,644.80	40,435.20	42,452.80
Accounts Payable/Payroll Clerk	5%		HOURLY	15.37	16.14	16.94	17.79	18.68			19.62
			ANNUAL	31,969.60	33,571.20	35,235.20	37,003.20	38,854.40			40,809.60
Administrative Office Assistant	4%	PT	HOURLY	14.85	15.45	16.07	16.72	17.40			18.26
Part time (approx 800 hrs per year)				11,880.00	12,360.00	12,856.00	13,376.00	13,920.00			14,608.00
<b>MAINTENANCE:</b>											
Public Works Supervisor	5%		HOURLY	25.38	26.65	27.97	29.39	30.85			32.39
			ANNUAL	52,790.40	55,432.00	58,177.60	61,131.20	64,168.00			67,371.20
Leadman/Acting Leadman	5%		HOURLY	28.31	29.73	31.21	32.77	34.41			36.13
			ANNUAL	58,884.80	61,838.40	64,916.80	68,161.60	71,572.80			75,150.40
Maintenance Worker I	3%		HOURLY	13.39	13.79	14.20	14.63	15.07			15.82
			ANNUAL	27,851.20	28,683.20	29,536.00	30,430.40	31,345.60			32,905.60
Maintenance Worker II	4%		HOURLY	15.15	15.76	16.39	17.06	17.75			18.63
			ANNUAL	31,512.00	32,780.80	34,091.20	35,484.80	36,920.00			38,750.40
Maintenance Worker III	4%		HOURLY	17.83	18.55	19.30	20.07	20.87			21.91
			ANNUAL	37,086.40	38,584.00	40,144.00	41,745.60	43,409.60			45,572.80
<b>POLICE DEPT:</b>											
Police Sergeant	5%		HOURLY	25.40	26.67	28.01	29.41	30.88			32.42
			ANNUAL	52,832.00	55,473.60	58,260.80	61,172.80	64,230.40			67,433.60
With 1st Education Pay increase 2.5%			HOURLY	26.04	27.34	28.71	30.14	31.66			33.24
			ANNUAL	54,163.20	56,867.20	59,716.80	62,691.20	65,852.80			69,139.20
With 2nd Education Pay increase 2.5%			HOURLY	26.68	28.02	29.43	30.89	32.46			34.08
			ANNUAL	55,494.40	58,281.60	61,214.40	64,251.20	67,516.80			70,886.40
Police Officer	5%		HOURLY	18.51	19.44	20.41	21.43	22.51			23.63
			ANNUAL	38,500.80	40,435.20	42,452.80	44,574.40	46,820.80			49,150.40
With 1st Education Pay 2.5% increase			HOURLY	18.98	19.92	20.92	21.97	23.06			24.22
			ANNUAL	39,478.40	41,433.60	43,513.60	45,697.60	47,964.80			50,377.60
With 2nd Education Pay 2.5% increase			HOURLY	19.46	20.42	21.44	22.53	23.64			24.82
			ANNUAL	40,476.80	42,473.60	44,595.20	46,862.40	49,171.20			51,625.60
Police Clerk - CSO	5%	PT	HOURLY	11.31	11.89	12.46	13.09	13.75			14.44
Part-time (Approx 20 hrs per week)			ANNUAL	11,762.40	12,365.60	12,958.40	13,613.60	14,300.00			15,017.60
<b>FIRE DEPT:</b>											
Assistant Fire Chief		PT	HOURLY	17.48	18.58	19.67	20.76	21.86			22.95
Part-time (Approx 15-20 hrs per week)			ANNUAL	15/wk	13,634.40	14,492.40	15,342.60	16,192.80	17,050.80		17,901.00
			ANNUAL	20/wk	18,179.20	19,323.20	20,456.80	21,590.40	22,734.40		23,868.00
Seasonal Fire Fighter	4%	PT	HOURLY	14.55	15.15	15.76	16.39	17.06			17.91
480 hours per season (3 month position)			ANNUAL	6,984.00	7,272.00	7,564.80	7,867.20	8,188.80			8,596.80

Salary steps all departments update Union Classifications effective 1-1-2017.xlsx

## EXHIBIT B - CATASTROPHIC LEAVE POLICY

Catastrophic Leave is intended to provide an eligible employee authorized paid time-off through voluntary donation of management leave, comp time earned and/or vacation hours. Donated leave must be specifically designated for the employee who has been approved for Catastrophic Leave Benefits. Catastrophic Leave shall not exceed a maximum of six months and must be used within one (1) year of the date the application for Catastrophic Leave is approved. Only one request for Catastrophic Leave will be approved in a twelve (12) month period. The recipient will not accrue CTO, holiday and seniority upon receiving Catastrophic Leave. The recipient will receive their normal rate of pay, be taxed normal payroll deductions, and the recipient must prepay the employee portion of the cost of the health premium each month if they wish to have this benefit.

1. The recipient of the Catastrophic Leave benefits must have a medically verifiable long-term illness or injury, or have an immediate family member who has a medically verifiable long-term illness or injury for which the employee is the primary caregiver as certified by the attending physician. Immediate family as used herein includes only the employee's spouse, children or stepchildren, grandchildren, brothers or stepbrothers, sisters or stepsisters, aunts, uncles, parents or stepparents or grandparents of either spouse or other persons who are living in the employee's household. The statement from the physician should protect the privacy of the employee's medical information by not identifying the prognosis and/or diagnosis.
2. The recipient must have exhausted all accrued composite leave, or in some cases prior sick leave hours, comp time (CTO) and holiday credits and be eligible for approved leave without pay.
3. The recipient can not be receiving combined payments from the Catastrophic Leave Donation Program and: Workers' Compensation, State Disability Insurance, or any other source of income attributed to earnings that exceed the employee's gross bi-weekly salary.

The following procedure must be followed in order to apply for Catastrophic Leave payments:

1. The recipient must complete the "Catastrophic Leave Recipient Application" and attach a medical statement signed by a physician, along with any other documents which verify the long-term illness, or injury to recipient or immediate family. If the employee requesting Catastrophic Leave benefits will be taking care of an immediate family member as defined above, then the employee shall also provide documentation verifying the employee is the primary caregiver as certified by the attending physician. The application and supporting documents should be submitted to the General Manager via the Payroll Department. The application is available from the Payroll Clerk.
2. The General Manager will review the application based on the established policy for review and approval. If denied, the application will be returned to the recipient with an explanation.
3. If an application has been rejected under the Catastrophic Leave Policy, the applicant can make any necessary modifications to the application and provide any additional information to support their request for leave under the Catastrophic Leave Policy. The application can then be resubmitted to the General Manager in compliance with the policy for reconsideration.
4. Upon approval, the General Manager will advertise to all departments the request for Catastrophic Leave donations and will re-advertise as needed.



5. District employees who wish to voluntarily donate must complete the "Catastrophic Leave Donation Certificate." All donations must be in whole numbers (1, 2, 3) and the minimum donation is one (1) hour. The certificate must be submitted to the General Manager.
6. Hours donated to the recipient are irrevocable, will not be returned or repaid to the donor and will be deducted from the donor's management leave, comp time earned and/or vacation balance. Hours donated may be used to meet the mandatory use hours requirement. The donor will receive verification of the deduction and the amount of the time the donor employee has remaining from the Payroll Clerk.
7. Any requests for exceptions to this policy will be reviewed by the General Manager for review and approval.

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
CATASTROPHIC LEAVE RECIPIENT APPLICATION  
(PAGE 1)

Please accept this application for the Catastrophic Leave provision as listed in the District's Catastrophic Leave Policy dated March 17, 2016. I understand, in order to qualify as a recipient, I must meet all of the following criteria:

1. I have, or will have, exhausted all of my accrued CTO, prior sick leave and holiday credits and am eligible for approved leave without pay beginning \_\_\_\_\_ .
2. I believe that my circumstances qualify as a long-term illness or injury of self or immediate family members as defined in the Catastrophic Leave Policy.
3. I have attached a medical statement signed by a physician, and or other documents to verify the long-term illness or injury of self or immediate family for which the employee is the primary caregiver as certified by the attending physician. The attached document also includes the approximate duration of illness or injury. Immediate family as used herein includes only employee's spouse, children or stepchildren, brothers or step-brothers, sisters or step-sisters, aunts, uncles, parents or step-parents or grandparents of either spouse or other persons who are living in the employee's immediate household.
4. I understand this application must be reviewed and approved by the General Manager before I receive benefits under the Catastrophic Leave Policy.
5. I understand upon approval and receipt of the Catastrophic Leave payments, I will not accrue leave and seniority. I also understand I am eligible to receive only my normal rate of pay, and be taxed normal payroll deductions for any payments received for the Catastrophic Leave Program. I understand I must prepay the employee cost of the health premium each month, as applicable.
6. I understand I cannot receive combined payments from the Catastrophic Leave Donation Program and Workers' Compensation, State Disability Insurance or any other source of income attributed to earnings that exceed my gross bi-weekly salary.
7. I understand the General Manager will advertise to all departments requesting donations for the catastrophic leave in my name and will re-advertise as needed. I understand I am giving my approval for such advertisement.
8. I understand that, even though I may be eligible to receive donated hours in the Catastrophic Leave Program, donated time may not be sufficient to meet any or all of my needs.

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
CATASTROPHIC LEAVE RECIPIENT APPLICATION  
(PAGE 2)

I have received, read and understand the Catastrophic Leave Policy and, in the event I am determined to be eligible as a recipient, I agree to the terms of the policy.

Signature	Date
Print Name	Department
Home Telephone Number	Message Telephone Number

---

GENERAL MANAGER

approved  denied and reason:

---

---

---

---

---

---

Signature

---

Date

LAKE SHASTINA COMMUNITY SERVICES DISTRICT CATASTROPHIC LEAVE  
DONATION CERTIFICATE

I agree to donate management leave, comp time earned and/or vacation hours under the Catastrophic Leave. I understand the following conditions:

I, the donor, understand all hours donated and used are irrevocable, and will not be returned or repaid. I also understand all hours used will be deducted from my leave, comp time earned and/or vacation hours leave balances. Hours donated may be used to meet the mandatory use hours requirement. The recipient will be responsible for all taxes through normal payroll deductions.

---

Print Donor's Name      Social Security Number      Department of Donor

---

Mgt. Leave Hours Donated      CTO Hours Donated      Vacation Hours Donated

---

Recipient's Name      Department of Recipient

I agree to the conditions as listed on this certificate. Please deduct the hours indicated from my management leave, comp time earned and/or vacation balances and donate to the recipient.

---

Signature of Donor      Date

Route this certificate to your department's payroll clerk.

---

Attention: Department Payroll Clerk

Please verify the donated leave of the donor and attach a copy of this certificate to the donor's time sheet. The original is to be returned to the General Manager for placement in the donor's personnel file.



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting  
 Wednesday, February 15, 2017, 1:00 p.m.  
 Administration Building  
 16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

### MINUTES

CALL TO ORDER AND ROLL CALL: 1:00 p.m.

LSCSD Board Roll Call: Cupp  Graves  Layne  MacIntosh  Thomsson   
 Also present: GM Drexel, SAC Nelle and AA Charvez. There were no people in the audience.

PUBLIC COMMENTS ON CLOSED SESSION: None

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Graves adjourned to Closed Session at 1:01 p.m.

CLOSED SESSION: 1:02 p.m.

Also present: GM Drexel

- A. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Review of Arbitration proceedings with LSPOA regarding recovery of a portion of termination compensation paid to John McCarthy by District pursuant to paragraph (4) of subdivision (d) of Section 59456.9.
- B. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Existing Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al.
- C. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6 Agency Negotiators: Patrick Clark, Patrick Clark Consulting, Karl Drexel, General Manager; Employee Organization: Teamsters Local 137

With no objections by the Board, Pres. Graves adjourned Closed Session at 1:40 p.m.

RETURN TO OPEN SESSION: 1:45 p.m.

Also present: GM Drexel, SAC Nelle, AA Charvez and PC Wilson. There were approximately 18 people in the audience.

PLEDGE OF ALLEGIANCE: Dir. Cupp led the Pledge of Allegiance.

REPORT ON CLOSED SESSION: Pres. Graves reported:

Items A., B. and C.: Nothing to report.

PUBLIC COMMENTS: One (1) speaker.

CONSENT CALENDAR: (All items accepted/approved by the Board unless otherwise noted.)

1. A. Approval of Minutes: Regular Meeting January 18, 2017
- B. Ratification of Disbursements: January 1 through January 31, 2017
- C. Budget Comparison: FY 2016/2017 YTD
- D. LAIF Quarterly Report
- E. Approval of transfer of CSD Operating funds to LAIF Savings

**Motion by Dir. Cupp second by Dir. MacIntosh to approve Consent Calendar.**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**  
**Noes: None**  
**Absent: None**

COMMITTEE REPORTS: This is the time for the Committee Chairs to give an update on their committee and make recommendations to the Board for approval.

A. Budget / Finance Committee

1. Report on Status and Submit Approved Minutes for Board Review: Pres. Graves stated that the committee would meet prior to the March Board meeting.

B. Policy Committee

1. Report on Status and Submit Approved Minutes for Board Review: Pres. Graves stated that the committee would meet prior to March Board meeting.

C. Police Advisory Committee

1. Report on Status and Submit Approved Minutes for Board Review: Dir Cupp reported that the committee met on February 6, 2017. The committee would like to have Lorene Miller appointed to the

committee (refer to Agenda Item 6). The committee's mission is to analyze all budget aspects for the Police Department. The next committee meeting is on March 14, 2017.

**D. LSCSD / LSPOA Working Relationship Committee**

1. Report on Status and Submit Approved Minutes for Board Review: Dir Cupp reported that the committee met on January 26 (minutes received and filed) and February 9, 2017; the next meeting is March 2, 2017. The committee has set up three subcommittee to research 1) Maintenance Yard/Equipment, 2) Building and other Expenses and 3) Staffing. (Refer to Agenda Item 6.)

**E. Drinking Water Wells Committee**

1. Report on Status and Submit Approved Minutes for Board Review: Dir. Layne reported that the committee has met and currently reviewing new well locations for the south end of the District. Don Moore gave an update. (Refer to Agenda Item 4.)

**DISCUSSION / REPORTS: ACTION ITEMS:**

2. **Union Negotiations – Review and Approve Resolution 1-17 to approve, adopt and sign the new union MOU: GM Drexel reported.**

**Motion by Dir. Cupp second by Dir. Thomsson to adopt Resolution 1-17 approving the new Memorandum of Understanding between the District and Teamsters Local 137, term January 1, 2017 – June 30, 2021.**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**  
**Noes: None**  
**Absent: None**

3. FY 2016/17 Budget Variance Report – Review and Approve Quarterly Revise: The Board discussed with GM Drexel and SAC Nelle. Dir. Cupp voiced concern, due to budget constraints, regarding the change to have a full-time Fire Chief.

**Motion by Dir. Layne second by Dir. Thomsson to approve the second quarter revised FY 2016/17 Budget, as presented.**

**Ayes: Directors Graves, Layne, MacIntosh and Thomsson**  
**Noes: Director Cupp**  
**Absent: None**

4. Committee Conduct – Establish structure, role and conduct of both standing and ad hoc committees: Pres. Graves and GM Drexel explained the requirements and structure of committees (standing, advisory and ad hoc). All committees with more than two board members are subject to the Brown Act with committee meetings open to the public (agendas are required to be posted 72 hours prior to meeting). There was discussion regarding the structure of the Drinking Well Committee; Dir. Layne recommended the committee be set up as a true ad hoc committee (two Board members only, not subject to the Brown Act).

**Motion by Dir. Graves second by Dir. Cupp to dissolve the existing Drinking Well Committee (Directors Layne, MacIntosh, Don Moore and Ex-Officio GM Drexel).**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**  
**Noes: None**  
**Absent: None**

**Motion by Dir. Graves second by Dir. Thomsson to appoint Directors Layne and MacIntosh as the only members of a Drinking Water Well Committee.**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**  
**Noes: None**  
**Absent: None**

5. Consideration of voting ballot regarding Rancho Hills Community Association's governing documents (Bylaws, CC&Rs and Community Standards): The Board discussed.

**Motion by Dir. Cupp second by Dir. MacIntosh to authorize the President to sign the RHCA ballot envelope so that it can count for the quorum requirement and take no action on voting the ballot.**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**  
**Noes: None**  
**Absent: None**

6. Consideration of appointments to current committees: A) Police Advisory Committee – additional member, and B) LSCSD/LSPOA Working Relationship Committee – replacement member: Pres. Graves stated that the Police Advisory Committee has asked to have Lorene Miller appointed to the committee and the LSCSD/LSPOA Committee does not want to have a replacement member added at this time.

**Motion by Dir. Cupp second by Dir. MacIntosh to appoint Lorene Miller to the Police Advisory Committee.**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**

**Noes: None**

**Absent: None**

7. Authorize Board Members to attend workshop: February 23, 2017 CSDA Board Member Best Practices in Anderson, CA: GM Drexel reported.

**Motion by Dir. Thomsson second by Dir. Graves to authorize Board Members to attend the CSDA Board Member Best Practices Workshop in Anderson CA on February 23, 2017 (expenses to be reimbursed).**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**

**Noes: None**

**Absent: None**

8. Approve Resolution 2-17 to authorize the District General Manager/Treasurer to approve deposits into and withdrawals from LAIF: GM Drexel reported.

**Motion by Dir. MacIntosh second by Dir. Thomsson to adopt Resolution 2-17 authorizing the District General Manager/Treasurer to approve deposits into and withdrawals from LAIF.**

**Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson**

**Noes: None**

**Absent: None**

DISCUSSION / REPORTS: NO ACTION ITEMS:

9. Fire Department Monthly Report: Pres. Graves read FC Pappas' report.

10. Police Department Monthly Report: PC Wilson updated the Board.

11. Update on Well #4 Retrofit: GM Drexel updated the Board.

12. Burn Site Update – Review report from Greater Lake Shastina Fire Safe Council: John McPhee gave a verbal report on the FSC's written report. The Board discussed. Pres. Graves asked the FSC to present specific recommendations for Board consideration on their March meeting agenda

STAFF COMMENTS / CORRESPONDENCE: None

BOARD MEMBER COMMENTS: Two (2) Directors.

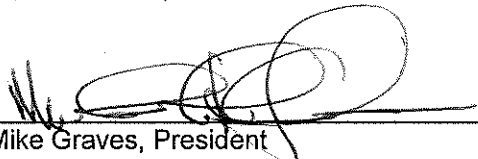
Pres. Graves stated that the Board has scheduled a Special Meeting on February 28, 2017, 4:00 p.m. to establish and prioritize objectives/goals for the District.


ADJOURNMENT:

With no objections by the Board, Pres. Graves adjourned the meeting at 3:20 p.m.

The next LSCSD Regular Board Meeting on Wednesday, March 15, 2017, 1:00 p.m. Closed Session, 1:30 p.m. Open Session, at the Administration Building.

Approval Date: 3/15/17

  
Mike Graves, President

ATTEST  
  
Karl Drexel, Secretary