



MEMORANDUM OF UNDERSTANDING

November 12, 2018 to November 12, 2021



THE RIO LINDA/ELVERTA
COMMUNITY WATER DISTRICT

AND

THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT GENERAL UNIT

Fully Executed

730 L Street Rio Linda, CA

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Article 1. PURPOSE

Section 1.01 It is the purpose of this Memorandum of Understanding (also referred to herein as “MOU” and “Agreement”) to promote and provide for harmonious relations, cooperation and understanding between Rio Linda/Elverta Community Water District (referred to hereinafter as “Employer” or “District”) and the Rio Linda/Elverta Community Water District General Unit (referred to hereinafter as “Union”) and the employees covered herein; to provide orderly means of attempting to resolve misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions, of employment of the employees covered hereby.

The negotiations for this MOU included the mutual agreement that some subject matter is better suited for inclusion as policies in the Personnel Handbook, e.g. the administration of FMLA and sick leave. The parties have agreed that the employer will implement and incorporate policies on the following into the Personnel Handbook:

- Lateral Transfer/Promotion
- Certification Incentive
- Safety Footwear
- Vacation Sell Back (Use a Week / Sell a Week)

The parties agree the District’s Personnel Handbook shall be applicable to bargaining unit employees, provided, however, that to the extent any policy contained in the District’s Personnel Handbook is in conflict with the provisions of this MOU, the provisions of the MOU shall prevail. Further, revisions to any policy having an impact on wages, benefits and working conditions remain subject to meet and confer requirements. The provisions of this MOU and the District Personnel Handbook shall be interpreted and administered in accordance with state and federal law.

Article 2. NON-DISCRIMINATION

Section 2.01 The District and the Union agree not to discriminate against any employee for employment on account of his/her race, color, sex, veteran status, national origin, age, marital status, mental or physical disability, religion, sexual orientation, medical condition, gender identification, genetic background, military status, membership in the Union, or because of any lawful activities on behalf of the Union.

Article 3. IMPLEMENTATION

Section 3.01 This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the District's Board of Directors. This Memorandum of Understanding shall not be binding upon the parties in whole or in part unless and until said Board of Directors formally approves said Memorandum of Understanding. Additionally, this MOU shall not be binding in whole or in part unless and until it is ratified by a simple majority of Union members.

Article 4. PLEDGE OF COOPERATION

Section 4.01 Pledge of Cooperation: The parties to this MOU realize that resolutions which are in the best interest of the Union, employees and District, in the long run, are largely identical and all parties will benefit by a continuous, peaceful relationship and intelligent, constructive efforts to resolve any differences that may arise.

Section 4.02 The District and the Union have entered into a partnership that will ensure efficient and profitable operations while pledging to work together to best serve the needs of the District's customers.

Section 4.03 Labor and Management Advisory Committee: The District and the General Unit agree to form a committee with the designated objective of maintaining and improving the District's capacity to attract and retain qualified personnel resources. The committee will meet at least semi-annually, e.g. May and November of each calendar year. The committee will be comprised of the General Manager and three or more Unit employees to ensure a representation of the various areas of service specialties and employment dynamics within the District, e.g. operations, customer service, entry level and seasoned. The employee members of this committee may invite their Union Business Representative to participate as needed. The committee will exercise both a near-term and long-range focus on goals and means for maintaining and improving the District's capacity for attracting and retaining employees sufficiently qualified to meet the District's current and future needs. Areas of focus will include compensation, professional development, lateral transfers/promotion and industry trends. Committee meetings will normally be held at District facilities during normal business hours. The committee will draft and submit a written report of their findings and opinions to the RLECWD Board of Directors.

Article 5. RECOGNITION/UNION MEMBERSHIP

Section 5.01 Union Recognition: The District recognizes the Union as the exclusive bargaining representative for all Regular Full Time and Regular Part Time employees employed by the District in its General Unit, the classifications of which are set forth below. The District and the Union recognize the right of the employees to join the Union or not, and will not interfere with that right.

General Unit Classifications:

1. Laborer
2. Water Utility Worker
3. Distribution System Operator I
4. Distribution System Operator II
5. Distribution System Operator III
6. Distribution System Operator III/Foreman
7. Operations Superintendent
8. Administrative Assistant
9. Customer Service Technician I
10. Customer Service Technician II
11. Customer Service Tech I/Conservation Coordinator
12. Accounting Specialist

The District shall notify the Union, in writing, of all new hires within seven (7) days after the initial hire date. The information provided by the District regarding new hires shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the District and home address. Notwithstanding the foregoing, District shall not disclose the personal email address, cellular and/or home phone number and/or home address of any employee who submits a written request that such information remain private. The District shall provide a list of all previously stated information for all employees working for the District in the covered classifications once every 120 days (January 1, May 1 and September 1 of every year), with the exception of those employees who have requested in writing that the information remain private.

When a new employee orientation is scheduled, the Union will receive an invitation to such at least ten (10) days in advance of scheduled date of orientation, unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. District will allow the Union to meet with new employees hired into the bargaining unit for a total of 30 minutes during the employee orientation.

Payment of dues shall be by payroll deduction, after the District receives written authorization

from the Union to make these deductions. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the District will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and will remit such dues or fees to the Union. Payroll deductions for members authorizing dues deduction will become effective the first of the pay period following the date the District receives written authorization from the Union to to make dues deductions. .

Employee requests to cancel or change deductions must be directed to the Union, rather than District. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first of the pay period following District's receipt of the written certification of revocation or modification. Neither the District nor the Union will discriminate against any Unit member because of the exercise of their statutory rights.

In accordance with Government Code section 1157.12, the Union agrees to hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees pursuant to this memorandum of understanding

Article 6. CATEGORIES FOR APPOINTMENT

Section 6.01 The following categories of appointment may be made by the General Manager in conformity with the rules established:

- a. Regular Full-Time Employees. A regular full-time employee normally works at least forty (40) hours per week on a continuing indefinite basis. Such employees are subject to all District rules and policies and receive all benefits and rights as provided by this MOU.
- b. Regular Part-Time Employees. A regular part-time employee normally works less than 40 hours per week, but works on a regularly scheduled basis. Such employees are subject to all District rules and policies and receive all benefits and rights as provided by this MOU. Unless otherwise provided in this MOU or required by law, those rights or benefits shall be in proportion to their work hours, when financial or other numerical calculations are involved.
- c. Temporary Employees. Temporary employees may be appointed by the General Manager for up to one hundred and twenty (120) days. Temporary employees serve at the will and pleasure of the General Manager and may be terminated with or without cause and without right of appeal, hearing or grievance. Temporary employees are ineligible for benefits.

- d. Contract Services. Except as provided hereinafter, District retains the right, in its sole discretion, to contract out of office and operational fieldwork. The General Manager, in his or her sole discretion, may authorize the contracting out of office services and operational field work to supplement Regular Employees, provided, however, District agrees that it will not subcontract if it would reduce the work level of employees employed as of the effective date of this MOU.

Article 7. PROBATIONARY PERIOD

Section 7.01 All regular appointments shall be tentative and subject to a probationary period fixed by the General Manager at the time of appointment of not less than six (6) months nor more than twelve (12) months. The probationary period may not be extended beyond the length of time initially established, unless mutually agreed to between the employee and General Manager.

Section 7.02 The probationary period shall be regarded as part of the selection process. It shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for rejecting a probationary employee whose performance does not meet acceptable standards of work.

Section 7.03 A performance report of each probationary employee shall be made by the General Manager. The employee performance valuation report shall be prepared by the General Manager upon the completion of the employee's third, and sixth month of employment. Thereafter, they shall be prepared every three months until the end of the probationary period.

Section 7.04 During the probationary period, an employee may be suspended, demoted, or terminated at any time by the General Manager without cause and without the right to appeal or to submit a grievance.

Article 8. WAGES

Section 8.01 Base pay for covered classifications shall be defined as the regular rate of pay for that classification exclusive of overtime, incentive or certification pay, bonuses or any other compensation, reimbursement or recompense. The base pay shall be as set forth in the Wage Schedule for covered classifications, in Exhibit 'A',

- a. Effective the first pay period after ratification of this MOU, each hourly rated employee shall receive a \$1.33 per hour increase in base pay Effective the first pay period after ratification, all current Unit employees shall receive an increase in base pay of 1.9%. In addition, a lump sum corresponding to the 1.9% increase in base pay for the period from November 13, 2018 to the first pay period following ratification of this MOU will be provided to each current employee.

- b. Employees shall receive a Cost of Living Adjustment (COLA) not to exceed three percent (3%) in any one year, as set forth in the Wage Schedule (Exhibit 'A').

Section 8.02 The District may establish new or consolidated employee classifications within the General unit; provided, however, it shall meet and confer with the Union concerning the appropriate wage rate prior to implementing the classification or classifications.

Section 8.03 District agrees to furnish the Union with one (1) copy of each job description presently established and of such up-to-date job description as it may prepare in the future for the classifications set forth in Exhibit "A" attached hereto.

Section 8.04 Mileage will be reimbursed when the employee is requested or required to use his or her own vehicle on District business. Such reimbursement shall be calculated at the current mileage rate established by the Internal Revenue Service for business use.

Section 8.05 Uniforms. When employees are required to wear uniforms as provided by the Employer, the cost of laundering and furnishing shall be borne by the Employer. The Employer will yearly replace any damaged, worn uniforms, at the cost of the Employer. The number of uniforms issued where applicable, will be determined by the parties.

Section 8.06 An employee when first appointed to a position in a classification shall be assigned to a step on the appropriate pay range based upon qualifications for the position. Following a satisfactory evaluation of the employee's performance on the anniversary date of his or her appointment to the position, the employee shall be advanced one step until reaching the highest step on the range.

Section 8.07 Regular hourly rated employees shall be eligible to receive incentive pay in addition to base pay, in accordance with the District's Certification Incentive Policy. Provided that the General Manger has determined that an employee's receipt of a certification serves the District's operational needs, employees who obtain approved certifications shall receive certification incentive pay in the following amounts:

- a. A one percent (1%) increase in the employee's base pay shall be granted for each grade level above the grade level stipulated in the job description for the following:
 1. State of California water treatment operator certification;
 2. State of California water distribution system operator certification;
 3. State of California Dept. of Motor Vehicles Class B license.
 4. Water Use Efficiency Practitioner Grade 1 certification.
- b. A three percent (3%) increase over the employee's base rate shall be granted for a backflow prevention assembly tester license.

Certification incentive pay for receipt of pre-approved certifications/ licenses shall be granted in the first pay period following employee's receipt of the certification/license and in accordance with the policy set forth in the Personnel Handbook.

Article 9. HOURS OF WORK

Section 9.01 The work week shall begin at 12:00 am on each Sunday and end at 11:59 p.m. on Saturday. Scheduling of working hours during each week shall be done by the General Manager for each employee.

Section 9.02 The standard work hours are 7:00 a.m. to 4:00 p.m. depending upon operational requirements. The standard work week will not exceed 40 hours. The GM reserves the right to make reasonable changes to the standard work week and to the standard work hours due unforeseen circumstances or for other business reasons at the GM's discretion with reasonable notice to employees to accommodate emergencies or workload changes. Flexible schedules will be considered and may be implemented when, in the GM's determination, such schedules meet the District's business needs.

Section 9.03 An employee shall be in attendance at scheduled working hours in accordance with these rules and general departmental or program regulations. All employees shall keep daily attendance records, which shall be approved by the employee's immediate supervisor and submitted for payroll as specified by the General Manager.

Article 10. PAYMENT OF WAGES

Section 10.01 Time of Payment: Except as otherwise mandated by law, all wages and salaries shall be paid on the 20th and 5th of each month, except when said date falls on Saturday, Sunday or a holiday, then the payment shall be made on the last working day preceding the usual date. The time of payment, i.e. semi-monthly pay periods may be changed if required to comply with flexible work schedules.

Section 10.02 Overtime Work: Unless exempt, all employees shall be eligible for overtime pay as provided under California law and in the Federal Fair Labor Standards Act (FLSA). Overtime pay shall be paid for all time worked in excess of 40 hours during a workweek or in excess of eight (8) hours in a given day, pursuant to State law. The 40 hours in a week and 8 hours in a day criteria may be modified to accommodate 4/10s or 9/80 work schedules. An employee shall be paid for overtime work at rates that comport with state federal or local law . Failure to obtain preauthorization from the immediate supervisor before working overtime is a violation of the District's rules and could result in disciplinary action.

Section 10.03 Reporting pay: Employees not on Standby as described below who are called to work on their day off or called back to work after they have left the job, will receive no less than three (3) hours of pay at 1½ times the Employee's regular hourly rate (base pay plus applicable incentive or other additional compensation). If the Employee is on standby, the Employee shall receive no less than fifteen (15) minutes of pay at 1-½ times the employee's regular hourly rate of reporting pay per call-out. If the employees work more than the two (2) hours and fifteen (15) minutes when they are called out, each hour of work shall be compensable at 1½ times the Employee's regular hourly rate.

Article 11. STANDBY DUTY AND PAY

Section 11.01 Compensation for assuming Standby Duty shall be \$50.00 per day. Additionally, employees assigned Standby Duty on District observed holidays will be provided 8-hours of additional Floating Holiday paid leave for each full day of stand by duty.

Section 11.02 To provide for and take care of problems and emergencies that occur outside regular work hours, certain employees shall be assigned to Standby Duty. Employees on Standby Duty are subject to call whenever needed. They shall keep themselves available for call and shall answer the after-hours emergency contact system. They shall keep assigned cellular phones in a location in which they can readily answer it at all times. The Standby employee must respond to after-hours emergencies within 30 minutes of call. Employees are expressly prohibited from being intoxicated while on Standby Duty.

Article 12. BOOT ALLOWANCE

Section 12.01 The District will provide up to \$250 as reimbursement for safety footwear in accordance with the Safety Footwear Policy in the Personnel Handbook. The effective date of increased reimbursement will be the first pay period following ratification of this MOU.

Article 13. TERMINATION PAY

Section 13.01 At the time an employee terminates employment with the District, the employee shall be compensated for all unused accrued vacation as provided in Article 17 of this MOU, at the employee's then current rate of pay.

Article 14. TRAVEL RELATED EXPENSES

Section 14.01 Employees traveling on District related business shall be eligible for reimbursement of pre-authorized travel expenses. Eligible travel related expenses shall include, but not be limited to, the following:

- Transportation on public carriers such as airplanes, trains, buses and taxi cabs;
- Private vehicle use and commercially available rental vehicles;
- Overnight lodging at commercial establishments;
- Meals at restaurants and other food service establishments;
- Conference and seminar fees and charges;
- Business related telephone calls, faxes, postage, copy charges and related incidentals;
- Tolls and parking fees
- Such other expenses approved by a majority of the Board of Directors.

Section 14.02 Reimbursement for travel related expenses shall be for actual costs subject to the following limitations:

- Reimbursement for meals not covered as part of the event or hotel registration fee shall be limited to the following amounts: Breakfast - \$13.00; Lunch - \$20.00; Dinner - \$30.00;
- Use of a personal vehicle: The current Internal Revenue Service (IRS) mileage rate for business travel shall be the only personal vehicle use expense eligible for reimbursement;
- Air and train travel shall be in an amount not to exceed the standard or coach fare;
- Entertainment or non-business-related events or expenses not provided as part of the conference fee shall not be eligible for reimbursement;
- Alcoholic beverages are not eligible for reimbursement;
- Meals and/or lodging provided in a private home are not eligible for reimbursement;
- Travel related expenses for a spouse or companion shall not be eligible for reimbursement;
- Rental vehicle reimbursement shall not exceed the midsize vehicle rate.

Section 14.03 Employees authorized to travel for District related business shall complete a claim form and provide supporting receipts in order to receive reimbursement. No reimbursement shall be made, unless a completed and signed claim form with corresponding receipts is submitted to the District office within ninety-days of travel.

Article 15. BENEFIT PROGRAM DEFINED

Section 15.01 The District's benefit program for Regular Employees consists of the following:

- a. a group health insurance program which will be activated on the First day of the month following 1 month of continuous employment; and
- b. a retirement program that includes participation in the California Public Employees Retirement System (CalPERS) and a deferred compensation program.

Section 15.02 Medical Insurance During Service: Effective with the first pay period following MOU ratification, the District shall pay up to \$1,705.00 per employee each month for the group medical, dental and vision insurance program offered by the District.

Section 15.03 Incentive For Opting Out Of District Provided Medical, Dental, Or Vision Insurance: Effective with the first open enrollment period following ratification of this MOU, the District will provide a taxable increase in monthly compensation to employees who are eligible to decline medical, dental or vision insurance because they are eligible for alternative coverage, e.g. via coverage provided by the employee's spouse or military service. The amount of incentive is \$300 per month for opting out of medical, dental and vision insurance. The amount of incentive for partial opt out will be \$300 minus the cost of insurance retained. For example; if the employee wishes to retain dental insurance through the District, and the monthly cost of the employee's dental insurance is \$120/month. The incentive would be \$300 minus \$120, employee receives \$180 taxable monthly incentive.

Section 15.04 Medical Insurance During Retirement: Employees hired before January 1, 2003 (Tier One), and who retire from the District, and who have attained the age of fifty (50) and have at least five (5) years of service with the District, shall be eligible for paid group medical plan coverage. Such paid coverage shall only be available to the eligible retiree and one eligible dependent in accordance with the terms of the medical plan provider. The District shall pay the cost of the eligible retiree and eligible dependent's medical plan premium, plus any additional costs for administrative fees and/or contingency reserve fund assessments subject to the vesting schedule (Schedule 1) for District paid retiree and eligible dependent medical insurance premium.

Employees hired by the District on, or after, January 1, 2003 (Tier Two), and also retire from the District, and who have attained the age of fifty (50) and service eligibility requirements set forth, below, in vesting Schedule 1, shall be subject to the terms in vesting Schedule 1 for District paid retiree and one eligible dependent medical insurance premium:

Schedule 1

<u>Service</u>	<u>District Share</u>	<u>Retiree Share</u>
<u>0 – 9.9 Years</u>	<u>0 %</u>	<u>100 %</u>
<u>10 Years</u>	<u>50 %</u>	<u>50 %</u>
<u>11 Years</u>	<u>55 %</u>	<u>45 %</u>
<u>12 Years</u>	<u>60 %</u>	<u>40 %</u>
<u>13 Years</u>	<u>65 %</u>	<u>35 %</u>
<u>14 Years</u>	<u>70 %</u>	<u>30 %</u>
<u>15 Years</u>	<u>75 %</u>	<u>25 %</u>
<u>16 Years</u>	<u>80 %</u>	<u>20 %</u>
<u>17 Years</u>	<u>85 %</u>	<u>15 %</u>
<u>18 Years</u>	<u>90 %</u>	<u>10 %</u>
<u>19 Years</u>	<u>95 %</u>	<u>5 %</u>
<u>20 or more years</u>	<u>100 %</u>	<u>0 %</u>

Employees hired by the District on or after May 1, 2004 (Tier Three), and also retire from the District, and have attained the age of fifty (50) and have at least (5) years of service with the District, shall be eligible for paid group medical coverage for the retiree only.

The maximum contribution under Tiers One and Two shall be \$600 for Employee only coverage, and \$800 for Employee +1 coverage, the District’s maximum monthly contribution for Tier Three employees hired after May 1, 2004 shall be \$300.

Employees hired by the District on or after January 1, 2013 (Tier Four), and who retire from the District, and who have attained the age of sixty two (62) and have at least twenty (20) years of service with the District, shall be eligible for paid group medical plan coverage for the retiree only, in an amount not to exceed three hundred (\$300.00) per month.

Retiree Group Medical Plan Coverage for all retirees (Tiers One, Two, Three, and Four) shall end when the retiree becomes eligible for Medicare Coverage.

Section 15.05 Employees will be enrolled in the California Public Employees Retirement System (“PERS”) as required by the District’s contract and law. The District shall be obligated to pay any contributions required of it as the employer to CalPERS. All employees’ portions are pre-taxed.

The District and Employee shall each pay 3.5% of the normal member contribution as Employee Paid Member Contributions (EMPC) for CalPERS Classic employees, which currently consists of seven percent (7%) of gross wages. The employee shall pay any increase in EMPC CalPERS contribution rates.

Section 15.06 **PEPRA Employees** - For employees hired after January 1, 2013, who are defined as “New Members” under the Public Employee Pension Reform Act (“PEPRA”), the law prohibits Employer Paid Member Contributions. As such, the Employee must pay 100% of the member (employee) contributions. For New Members, as defined by PEPRA, employees, the District will contribute 3% (three percent) of the New Member’s base hourly compensation to the employee’s 457 Deferred Compensation Plan account. These employees, defined as New Members, are enrolled in the 2% at 62 formula for retirement.

Section 15.07 CalPERS Classic employees only: Uniform allowance is \$15.62 reported semi-monthly.

Section 15.08 The District has entered into a deferred compensation program for employees who wish to participate. Employees may contribute to the program as permitted by law and the contract. The District shall not contribute to the program.

Section 15.09 The Board reserves the right to review and revise the scope of coverage and payment of costs of the elements of the benefit program. The Union must be advised prior to the review or revision of any working condition change by the district at any time. Which includes but not limited to health care job class or any district policy that could come in conflict with the current M.O.U.

Section 15.10 Employee Life Insurance – To the extent feasible, the District will provide a group policy for \$50,000 in employee life insurance coverage, provided that such coverage may be subject to underwriting restrictions/denials delineated by the insurance providers. The District reserves the right to discontinue coverage should premiums increase to a level the District determines to be excessive.

Article 16. PAID HOLIDAYS

Section 16.01 Employees shall not be required to be in attendance on paid holidays. Paid holidays are authorized as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31 st (adjusted)
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	Friday after 4 th Thursday
Veteran's Day	November 11 th (or when observed)
Christmas Eve (1/2 day)	December 24 th
Christmas Day	December 25 th

When March 31st falls on a Sunday, Monday or Tuesday, the holiday will be observed on the Monday. When March 31st falls on a Wednesday, Thursday Friday or Saturday, the holiday will be observed on Friday.

When an authorized paid holiday falls on a Saturday, the preceding Friday shall be observed as an authorized paid holiday and when an authorized paid holiday falls on a Sunday the following Monday shall be observed as an authorized paid holiday.

Section 16.02 Upon prior approval of the employee's immediate supervisor, a regular, non-probationary, employee may take two (2) "floating holidays" per calendar year. These floating holidays shall be with pay. Floating holidays shall be used in the year accrued and may not be carried over to a subsequent year or paid off. Due to the timing of anticipated MOU ratification, whereby the two new observed holidays have already passed in calendar year 2019, each employee will be allocated 16-hours of floating holiday for 2019 effective with the first pay period following MOU ratification.

Article 17. VACATION

Section 17.01 Vacation leave are days away from work provided by the District to employees with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. Vacation shall be administered in accordance with District policy as set forth in the District Personnel Handbook.

Section 17.02 Vacation Accrual Rates: Vacation will accrue at a rate which results in the following amounts of paid vacation a year:

1 st year of employment	40-hours per year	11 th year of employment	164 hours per year
2 nd year of employment	80-hours per year	12 th year of employment	168 hours per year
3 rd year of employment	88-hours per year	13 th year of employment	172 hours per year
4 th year of employment	96-hours per year	14 th year of employment	176 hours per year
5 th year of employment	120 hours per year	15 th year of employment	180 hours per year
6 th year of employment	128 hours per year	16 th year of employment	184 hours per year
7 th year of employment	136 hours per year	17 th year of employment	188 hours per year
8 th year of employment	144 hours per year	18 th year of employment	192 hours per year
9 th year of employment	152 hours per year	19 th year of employment	196 hours per year
10 th year of employment	160 hours per year	20 th year of employment	200 hours per year

- a. No employee may accrue more than three hundred (300) hours of vacation leave. Upon reaching the maximum accrual, vacation leave accrual shall cease until the accrual is reduced below the maximum by usage of vacation leave.
- b. No employee may accrue vacation leave during such time as the employee is not receiving wages from the District.

Section 17.03 Vacation schedules should be arranged as far in advance as possible. An employee should obtain the approval of his/her immediate supervisor at least one week prior to using vacation leave. A vacation schedule covering the following twelve months will be maintained, and scheduling conflicts will be resolved on the basis of the order of requests received. The District reserves the right to schedule vacations in accordance with its operating needs. No employee shall take vacation leave during the first six months of employment.

Section 17.04 At termination of employment for any reason, the District shall pay the employee for accrued and unused vacation time at the employee's current hourly rate of pay.

Article 18. SICK LEAVE

Section 18.01 Sick leave is granted to provide financial security to employees by providing for salary continuation when the employee is unable to work because of illness, injury, or quarantine due to exposure to a contagious disease. In addition, it is granted to allow the employee to maintain his or her health by providing paid leave so that the employee can visit medical practitioners during normal working hours, subject to advance approval. Sick leave is not a privilege that an employee may use at his or her discretion. Sick leave shall be administered in accordance with District policy as set forth in the Personnel Handbook..

Section 18.02 Sick Leave Accrual:

- a. Regular full-time employees shall accrue sick leave, pro-rata, at a rate of ninety-six (96) hours per year, with a maximum accrual of two hundred forty (240) hours.
- b. Regular part time employees shall accrue sick leave in accordance with the requirements of California law.
- b. No employee may accrue sick leave during such time as the employee is not receiving wages from the District.
- c. Due to the timing of MOU ratification, each current Unit employee shall receive a one-time allocation of forty-eight (48) hours of sick leave upon ratification of the MOU, to allow for a total of ninety-six hours of sick leave accrual in the first year of the MOU.

Article 19. COMPASSIONATE LEAVE

Section 19.01 Compassionate leave with pay for funerals of members of the immediate family will be allowed when prior authorization has been granted by the General Manager. The maximum time off with pay that will be authorized is three (3) days; provided, however, two (2) additional days may be taken and charged to accrued vacation. The General Manager is empowered to grant additional time off, using accrued vacation time, for funeral attendance under appropriate circumstances, if so requested. For purposes of this section, immediate family means the employee's spouse, children, parent, parent-in-law, grandparent, brother or sister, registered domestic partner, stepparent, stepbrother and stepsister.

Article 20. OTHER LEAVES OF ABSENCE

Section 20.01 Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interests of the Rio Linda/Elverta Community Water District. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the written approval of the General Manager. Leave of absence without pay for one week or less may be granted by the General Manager, depending upon the merit of the individual case. Leaves of absence without pay in excess of one-week duration, shall be requested in writing prior to the leave and may be granted by the General Manager depending upon the merit of the case, but such leaves may not exceed four months. During any leave of absence, employee shall not accrue any vacation or sick leave time, and employee shall be responsible to pay for the cost of all benefits.

Section 20.02 Absence without leave shall be considered to be without pay, and reductions in the employee's pay shall be made accordingly. Absence without leave for more than three consecutive days may result in termination of employment. Such termination shall not be subject to appeal.

Section 20.03 Leave without pay may be granted to a regular employee by the General Manager in the event of death to family members other than one of the immediate family, such leave granted in accordance with Article 21.

Article 21. JURY DUTY

Section 21.01 Employees required to report for jury duty shall be granted a leave of absence from their assigned duties until released by the Court. Employee serving on jury duty shall be paid by the District for up to two (2) weeks for serving on jury duty, provided the employee remits to the Rio Linda/Elverta Community Water District within thirty days from the termination of his/her jury service all fees received for such duties on the District paid days other than mileage and subsistence allowance.

Article 22. TRAINING AND CAREER DEVELOPMENT

Section 22.01 The General Manager or his/her designee is authorized and responsible for establishing a training program that provides all employees who require a license or certificate to perform critical District functions an opportunity to earn or maintain such a license or certificate. Further, the General Manager or his/her designee is authorized to establish a career development program that will enhance employee skills in accordance with the District's mission statement, values, goals and principles. Fees, tuition and expenses will be paid by the District as determined and approved by the General Manager.

The District shall pay for all testing and licenses required by the District in order for staff to perform their duties. The acquisition of licenses above the Grade or of a type not needed to perform duties required of the District will not be compensated.

Article 23. EXTRA CONTRACT AGREEMENT

Section 23.01 The District agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Office procedures, safety and security policies, including computer and Internet security policies, are deemed not to conflict with this MOU. This article does not include independent contractors of the District.

Article 24. NOTICES TO THE PARTIES

Section 24.01 Any required notices, grievances, reports, or filing as may be required, or as otherwise provided for in any provision of this MOU, shall be served by one party to the other as follows:

- a. To the District by mailing (Certified Return Receipt) or receipted hand-delivery to:

Attention: General Manager

Rio Linda/Elverta Water District

730 L Street

Rio Linda, CA 95673 and

Attention: Barbara Brenner

Churchwell White

1414 K Street, 3rd Floor

Sacramento, CA, 95814

- c . To the Union by mailing (Certified Return Receipt) or receipted hand-delivery to:
Attention:

Attention: Business Agent

General Teamster Local No. 150

7120 East Parkway

Sacramento, CA 95823

Article 25. WORK RULES

Section 25.01 Where the terms of the District's Policy Manual and this Memorandum Of Understanding are in conflict, the terms of the MOU shall prevail.

Article 26. UNION REPRESENTATIVES

Section 26.01 One (1) employee selected by the Union may attend scheduled negotiation meetings with District Management during regular hours without loss of pay. Such employee shall not leave his/her workstation or assignment without first securing approval of the General Manager. Such meetings shall be scheduled in a manner consistent with the District's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such negotiations at hours other than the employee's regular working hours.

Section 26.02 Duly authorized representatives of the Union shall be permitted to enter the District for the purpose of transacting Union business and observing conditions under which employees are employed, provided that no interference with the work of any employee shall result. The Union representative shall, upon arrival at the Employer's facility, notify the General Manager or designee prior to conducting union business. Any Union representative on District property for the purpose of conducting Union business must comply with all safety regulations or requirements of the District. This provision shall be administered in good faith and in a reasonable manner.

Section 26.03 Union stewards shall perform their functions or Union-related activities on their own time. However, if a meeting is mutually agreed to with the Union steward and Management during the Union steward's work shift, the Employer will pay for that time. If the Union wishes to schedule a meeting with an employee during the Union steward's work shift, release time will not be unreasonably denied.

The Union shall provide to the District the names in writing of the employee representatives within fifteen (15) days after passing requirements. The union business shall include, but not be limited to, investigating grievances, helping and informing employees of the rights under the Agreement, and meetings held in conjunction with the Agreement.

Section 26.04 Bulletin Boards

- a. The Union shall be given bulletin board space in an area designated by the District.
- b. The Union agrees that it will not post any materials that are disparaging of the Employer or its employees. The Union will deliver a copy to the General Manager upon posting new material.
- c. If the Employer removes a Union item, it will contact the Union and meet and confer over the objection.

Article 27. PEACEFUL PERFORMANCE OF DISTRICT SERVICES

Section 27.01 There shall be no strike (including sympathy strikes), picketing, slowdowns or other stoppage of work by union employees and no lockout by the District during the life of this Memorandum of Understanding.

Article 28. HEALTH AND SAFETY

Section 28.01 The District will comply with state and federal law and regulations relating to Occupational Safety and Health and endeavor to provide a safe and healthful work environment. Likewise, it is the duty of each employee to comply with all health and safety regulations of the District and to practice good safety habits in the performance of their duties.

Article 29. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 29.01 It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Section 29.02 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and approved and implemented by the District's Board of Directors.

Section 29.03 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 30. SUCCESSORS

Section 30.01 If the District is sold or assumed, or if an agreement is reached to merge the District with another employer, the District will notify the Union in writing at least ten (10) days prior to the effective date of the sale, assumption or merger. Upon request, the District will meet at the Union's request to engage in good faith bargaining over the impact of such sale, assumption or merger, as required by law.

Section 30.02 The District also agrees that as part of any sale, assumption, transfer and/or merger, the District will negotiate that the entity buying, assuming, and/or otherwise acquiring all or part of the District will reorganize the union and terms and conditions set forth herein.

Article 31. SAVINGS CLAUSE

Section 31.01 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article in the Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Article of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision and attempt to reach a valid agreement.

Article 32. CONTINUED EMPLOYMENT

Section 32.01 Continued employment with Rio Linda/Elverta Community Water District shall be subject to good behavior, satisfactory work performance, and availability of funds.

Article 33. TERMINATION OF EMPLOYMENT

Section 33.01 An employee wishing to leave the services of the Rio Linda/Elverta Community Water District in good standing either by resignation or retirement shall give the supervisor at least two weeks' notice.

Section 33.02 An employee's position may be terminated by the General Manager because of changes of duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving Regular Employees only, notice of such terminations will be given to the employee at least two (2) weeks prior to the effective date of termination, unless employee agrees to a different termination period. Such termination shall not be subject to appeal, but the employee shall be given priority consideration for any other position with the District which is vacant at the time the Employee is terminated for which the Employee is qualified.

Article 34. DISCIPLINARY ACTION

Section 34.01 The provisions of this Article shall apply only to Regular Employees. Probationary and Temporary employees serve at the will and pleasure of the General Manager and may be disciplined, up to, and including, termination with or without cause and without right of appeal, hearing or grievance.

Section 34.02 Whenever an employee's performance, attitude, work habits, or personal conduct at any time falls below a desirable level, the General Manager is expected to inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, an incident may justify severe disciplinary action; the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct. Any instance of disciplinary action shall be documented in the employee's personnel file. As used in this chapter "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation, or suspension.

Section 34.03 Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a. Failure to meet prescribed standards of work, morality, and ethics to an extent that makes an employee unsuitable for employment.
- b. Theft or malicious destruction of the Rio Linda/Elverta Community Water District's property or the property of customers of the District.
- c. Incompetency, inefficiency, or repeated negligence in the performance of duty.
- d. Insubordination/willful disobedience.
- e. Dishonesty.
- f. Inexcusable neglect of duty.
- g. Illegal political activity.
- h. Discourteous treatment of the public or other employees.
- i. Misuse of District property.
- j. Conviction of a criminal offense.
- k. Notoriously disgraceful personal conduct.
- l. Unauthorized absences or abuse of leave privileges.
- m. Acceptance or receipt of any gift, whether in the form of money, services, loan, travel, entertainment, promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence the employee or could reasonably be expected to influence him, in the performance of job duties or could reasonably be regarded

as a reward for any action on his part.

- n. Falsification, alteration or manipulation of records or use of position for personal advantage or for the advantage of others.
- o. Drunkenness or use of alcohol or any substance which impairs performance while on duty including Standby duty.
- p. Unlawful use, sale or possession of narcotics or other proscribed drugs.
- q. Violation of any provisions of this MOU, as approved by the Board of Directors or adopted by the General Manager.
- r. Engaging in harassment or sexual harassment.
- s. Other behavior during which is of such a nature that causes discredit to the Rio Linda Elverta Community Water District.

Section 34.04 The General Manager may take disciplinary action against an employee under their control for one or more of the causes for discipline specified in this chapter by notifying the employee in writing with at least two days notice prior to the proposed action of the following:

- a. The nature of the proposed disciplinary action.
- b. A statement of reasons for the proposed action.
- c. A statement that any available/accessible documents or materials upon which the proposed disciplinary action is based are attached for employee's review.
- d. A statement indicating the proposed effective date for the disciplinary action and that the employee may respond orally or in writing prior to that date.

At the time the General Manager presents the employee with the proposed disciplinary action, the employee shall acknowledge receipt of the proposed disciplinary action by signing the document outlining the items listed in Section 34.04. Such acknowledgement of receipt of the proposed disciplinary action will not be deemed an admission of guilt. If the employee refuses or otherwise fails to acknowledge receipt of the proposed disciplinary action, this in and of itself is grounds for further disciplinary action, including termination of employment.

The General Manager shall review any responses from the employee. If no response is received or the response is deemed inadequate to alter the proposed action, then the disciplinary action may be carried out. If the proposed action is to be suspension or discharge, the employee may be relieved of duty while continuing to receive pay and other benefits until the disciplinary action is effective. Disciplinary action against regular employees is valid only if a written notice is served on the employee and said written notice includes:

- A statement of the nature of the disciplinary action;
- The effective date of the penalty;
- A statement of the causes therefore;
- A statement in ordinary language of the facts upon which the causes are based; and
- A statement advising the employee of his right of response or appeal from such action, if any.

Section 34.05 Summary of the Forms of Disciplinary Action

- a. Oral Reprimand - Employees receiving a oral reprimand will have it noted in their personnel file by the General Manager in the form of a memorandum or letter.
- b. Written Reprimand - Employees receiving a written reprimand shall have a copy of their reprimand filed in their personnel file.
- c. Disciplinary Probation Period - Employees placed on disciplinary probation shall not use paid personal leave or earn time for salary review while on such probation and the rules governing regular probationary periods shall govern.
- d. Suspension - Employees suspended from employment shall forfeit all rights, privileges, benefits, and salary while on such suspension with the exception of group insurance benefits.
- e. Discharge - Employees terminated for disciplinary reasons shall be paid salary accumulated to the effective date of termination only.

Section 34.06 Unless otherwise specifically stated in these rules, any regular employee shall have the right of appeal to the Board of Directors for any disciplinary action taken pursuant to the provisions of this chapter. Such appeal must be filed with the District's General Counsel and General Manager within twenty (20) working days after receipt of written notice of such disciplinary action; failure to file an appeal within such time constitutes the waiver of the right to appeal. The appeal must be in writing, must be verified before a Notary Public, must be made under penalty of perjury, and must state specifically the reason upon which it is based. District General Counsel shall cause such appeal to be investigated and shall submit a report to the Board of Directors. Neither the provisions of this section or this chapter shall apply to reductions in force or reductions in pay that are part of a general plan to reduce staffing levels or adjust salaries and wages.

Section 34.07 The Board of Directors shall conduct a hearing on an appeal filed in accordance with this chapter within thirty (30) days after the appeal is filed with District Counsel. The Board may continue the hearing either for the convenience of the District or upon written application of the appellant, for a period not to exceed an additional thirty (30) days, unless mutually agreed to by the parties. Written notice of the time and place of the hearing and any continuance thereof shall be given the appellant and the General Manager. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code, and the parties may submit all proper and confident evidence against or in support of the causes of the disciplinary action, but it shall be a rebuttable presumption that the statement of the causes is true.

- a. The appellant may appear in person or be represented by a person of his or her choice.
- b. The Board of Directors shall issue notices for the appearances of witnesses for the appellant upon written request and at his/her cost, said cost to be prepaid.
- c. Failure of the appellant or his/her representative to appear at the hearing shall be deemed a withdrawal of his/her appeal and the disciplinary action shall be final.
- d. The Board of Directors shall render a written decision within 30 days after concluding the hearing. The Board's decision shall be final and conclusive. A copy of such decision shall be forwarded to appellant. If a disciplinary action taken against the employee is reversed or modified by the Board, the employee may be compensated in whole or in part, for the time lost as determined by the Board.

Section 34.08 In the interest of preventing undue embarrassment and subsequent loss of ability to perform work effectively, the following policy will prevail regarding the release of information to the public on personnel actions:

- a. No information will be released without the prior approval of the General Manager.
- b. No information will be released until final action has been determined and taken.
- c. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.
- d. If the employee or his representative makes detailed information available to others, then the General Manager may make any information on the employee available to the public as he deems to be in the best interest of the District.

Article 35. SENIORITY

Section 35.01 Probation. A probationary employee shall have no seniority rights.

Section 35.02 Layoff.

- a. The order of Layoff of regular employees shall be determined by the General Manager based on skill, ability and performance. Where skill, ability and performance are substantially equal, the order of layoff shall be based on seniority in the affected classification.
- b. Recall from layoff shall be in inverse order of layoff, provided the General Manager determines that the employee being recalled has the skill and ability to perform the vacant position.
- c. The District shall make reasonable effort to notify the Union at least four (4) weeks in advance of the effective date of a layoff; provided, however, in the event that a decision to impose a layoff occurs less than four (4) weeks from the effective date, the District shall notify the Union within twenty-four (24) hours of the decision. Upon request, the District shall meet and confer with the Union over the effects of a layoff.
- d. Four (4) weeks of notice, or severance pay in lieu thereof, will be provided to Regular Full-time and Regular Part-time employees whose employment is terminated as a result of a layoff. Payment will be at the employee's then current base rate. Severance pay for Regular Part-Time employees will be prorated base upon time they are regularly scheduled to work. Effective beginning the date of this Agreement, an employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly.

Section 35.03 An employee's seniority will be lost upon:

- a. Voluntary quit
- b. Discharge.
- c. Failure to report to work within three (3) days after receipt by the employee of a notice of recall from layoff, mailed by the District by certified or registered mail or by telegram to the employee's last address given to the District, unless within such period an employee obtains permission from the District to report at a later time
- d. Layoff for twelve (12) consecutive months.
- e. Failure to report for work upon the expiration of a leave of absence, unless such absence is authorized.
- f. If absent from work, failure to contact the General Manager within three (3) working days regarding the reasons for such absence ("no call/no show").

Article 36. GRIEVANCE PROCEDURE

Section 36.01 The grievance procedure serves to (1) promote improved employer-employee relations, (2) afford employees individually a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions, (3) to provide that grievances shall be settled as near as possible to the point of origin, and (4) to provide that grievances shall be heard and settled as informally as possible.

Section 36.02 Any Regular employee shall have the right to present a grievance regarding wages, hours, and working conditions, except that matters subject to the provisions of Article 35 (disciplinary actions) shall not be subject to the grievance procedure.

Section 36.03 No employee will be retaliated against for filing a grievance or participating in an investigation following a grievance complaint.

Section 36.04 Informal Resolution of Issues. Before filing a grievance, if appropriate, a Regular Employee with a complaint is encouraged to attempt to resolve the matter through informal avenues by discussing the issue promptly with the Manager.

Section 36.05 If informal resolution is not appropriate or does not work, grievances shall be presented to the General Manager promptly, but no more than ten (10) days after the occurrence of the act, condition, or conduct that is being grieved. Upon receiving the grievance, the General Manager shall discuss the grievance with the employee, the Union and with any other appropriate persons. The General Manager may designate a fact-finding committee or the General Counsel to advise him concerning the grievance. The decision of the General Manager shall be final and shall be rendered within thirty (30) calendar days from receipt of the grievance and shall set forth, in writing, the reasons upon which the decision is based.

Section 36.06 The time limits specified herein above may be extended to a definite date by written mutual agreement of the Union and the reviewer concerned.

Section 36.07 When an employee has a grievance against the General Manager, the procedures described herein above shall be used except that the duties of General Manager, as they relate to the Grievance Procedure, shall be performed by the Board of Directors. The Board may appoint the General Counsel or a fact-finding committee to advise it concerning the grievance.

Article 37. DRESS CODE

Section 37.01 The District's professional atmosphere is maintained, in part, by the image that employees present to residents, customers and vendors. Employees are asked to use their best judgment and common sense with regard to their dress and appearance and are expected to present a professional image. Employees should dress conservatively, in good taste, and according to the requirements of their position. Attention should be paid to safety, District image, and customer interaction. If you have any questions as to what constitutes proper attire, please consult your General Manager before wearing the attire. Listed below are several guidelines that will assist you in making these determinations.

Clothing should be conservative, modest, clean, professional, and in good condition. Garments of employees must cover the body to avoid unnecessary exposure. Shorts, Spandex type clothing, halters, abbreviated tops, tank tops, undershirts, torn Levi's, sandals, and any articles of clothing displaying cartoons or language that might be considered offensive are not to be worn. However, employees may wear walking shorts (that are no more than two inches above the knee) so long as they receive the approval of their General Manager. Approval will generally be denied in those cases where the employee will have to work in the field or attend business meetings on behalf of the District. Shirts and dresses must be long enough to avoid exposure of undergarments. Visible facial and body piercing are not allowed. Hair must be kept in a neat and professional length and style. Mustaches and beards must be neatly trimmed. Tattoos deemed offensive must be covered at all times.

In the event that inappropriate attire is worn to work, the employee will be asked to leave the workplace and promptly return to work in appropriate attire. The amount of time missed from work to travel and change clothing will be unpaid time, unless the employee elects to utilize accrued vacation.

Article 38. DURATION OF AGREEMENT

Section 38.01 Except as herein provided, this Memorandum of Understanding shall be in effect upon execution by all parties and until 12 o'clock midnight on November 12, 2021.

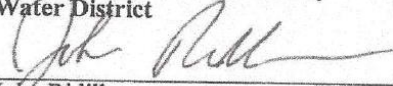
Section 38.02 In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, ninety (90) days prior to the termination date of this Agreement, its written request to commence negotiations, and, to the extent reasonably possible, its full and entire written proposal for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin thereafter not later than sixty (60) days prior to the termination date of this Agreement.

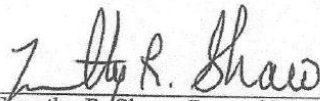
Article 39. SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Memorandum of Understanding this 24th the day of May, 2019.

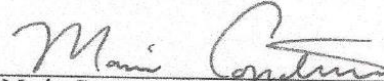
RIO LINDA/ELVERTA COMMUNITY
WATER DISTRICT

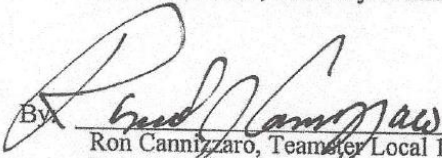
Rio Linda Elverta Community
Water District

By: 
John Ridilla
Board President

By: 
Timothy R. Shaw, General Manager

Teamster Local 150

By: 
Mario Contreras, Secretary/Treasurer

By: 
Ron Cannizzaro, Teamster Local 150
Representative

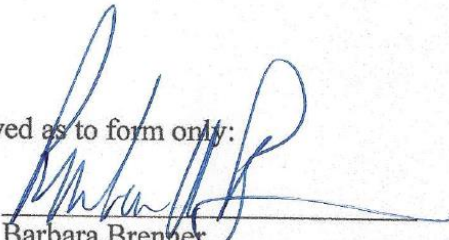
Approved as to form only:
By: 
Barbara Brenner
RLECWD Legal Counsel

EXHIBIT A

Rio Linda/Elverta Salary Schedule Effective November 12, 2018 (increase CURRENT wages by 1.9%)
Step Increase 4%

Classification/Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Time Basis
Admin Assistant	\$23.15	\$24.08	\$25.04	\$26.04	\$27.08	\$28.17	Hourly
Accounting Specialist	\$26.47	\$27.53	\$28.63	\$29.78	\$30.97	\$32.21	Hourly
Conservation Coordinator/Customer Service Tech 1	\$19.86	\$20.65	\$21.48	\$22.34	\$23.23	\$24.16	Hourly
Customer Service Tech 1	\$19.86	\$20.65	\$21.48	\$22.34	\$23.23	\$24.16	Hourly
Customer Service Tech 2	\$20.95	\$21.79	\$22.66	\$23.57	\$24.51	\$25.49	Hourly
Distribution System Operator 1	\$17.64	\$18.34	\$19.08	\$19.84	\$20.64	\$21.46	Hourly
Distribution System Operator 2	\$20.95	\$21.79	\$22.66	\$23.57	\$24.51	\$25.49	Hourly
Distribution System Operator 3	\$25.38	\$26.40	\$27.45	\$28.55	\$29.69	\$30.88	Hourly
Distribution System Operator 3/Foreman	\$25.92	\$26.96	\$28.04	\$29.16	\$30.33	\$31.54	Hourly
Laborer	\$13.24	\$13.77	\$14.32	\$14.89	\$15.49	\$16.10	Hourly
Operations Superintendent	\$80,310.62	\$83,523.05	\$86,863.97	\$90,338.53	\$93,952.07	\$97,710.15	Annual
Utility Worker	\$15.45	\$16.07	\$16.71	\$17.38	\$18.07	\$18.79	Hourly

Rio Linda/Elverta Salary Schedule Effective on the First Pay Period Following MOU Ratification
(increase all hourly rated employees CURRENT wages by \$1.33 per hour)

Classification/Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Time Basis
Admin Assistant	\$24.48	\$25.46	\$26.48	\$27.54	\$28.64	\$29.78	Hourly
Accounting Specialist	\$27.80	\$28.91	\$30.07	\$31.27	\$32.52	\$33.82	Hourly
Conservation Coordinator/Customer Service Tech 1	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	Hourly
Customer Service Tech 1	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	Hourly
Customer Service Tech 2	\$22.28	\$23.17	\$24.10	\$25.06	\$26.06	\$27.11	Hourly
Distribution System Operator 1	\$18.97	\$19.73	\$20.52	\$21.34	\$22.19	\$23.08	Hourly
Distribution System Operator 2	\$22.28	\$23.17	\$24.10	\$25.06	\$26.06	\$27.11	Hourly
Distribution System Operator 3	\$26.71	\$27.78	\$28.89	\$30.05	\$31.25	\$32.50	Hourly
Distribution System Operator 3/Foreman	\$27.25	\$28.34	\$29.47	\$30.65	\$31.88	\$33.15	Hourly
Laborer	\$14.57	\$15.15	\$15.76	\$16.39	\$17.04	\$17.73	Hourly
Operations Superintendent	\$80,310.62	\$83,523.05	\$86,863.97	\$90,338.53	\$93,952.07	\$97,710.15	Annual
Utility Worker	\$16.78	\$17.45	\$18.15	\$18.88	\$19.63	\$20.42	Hourly

Employees shall receive the following COLA:

Cost of Living Adjustments will be provided on December 1, 2019 and December 1, 2020 at the percentage set by the United States Department of Labor, Bureau of Labor Statistics, utilizing the Consumer Price Index for Western Urban Consumers (CPI-U) for the 12-month period ending in October of each adjustment year provided that COLAs shall not exceed three percent (3%) in any one year. However, if the CPI-U percentage increase is greater than 3 % in any one year, the amount over 3% shall be available as a "credit" to be applied if the CPI-U increase is less than 3% in any subsequent year of the term of this MOU.

Operations Superintendent shall have minimum State of California Department of Public Health Certification of D3.