

MEMORANDUM OF UNDERSTANDING

BETWEEN

RUBIDOUX COMMUNITY SERVICES DISTRICT

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777

Affiliated with SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

JULY 1, 2018 -JUNE 30, 2021

## TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I -PURPOSE OF MEMORANDUM	1
ARTICLE II -APPLICATION	2
ARTICLE III -UNION SECURITY	2
ARTICLE IV -CHECK-OFF	2
ARTICLE V -MANAGEMENT RIGHTS	3
ARTICLE VI -REPRESENTATION	3
ARTICLE VII -HOURS OF WORK	4
ARTICLE VIII -PREMIUM PAY AND OVERTIME	6
ARTICLE IX -REPORTING TIME	9
ARTICLE X -HOLIDAYS	9
ARTICLE XI-VACATION	10
ARTICLE XII-PAY DAY	11
ARTICLE XIII -SICK LEAVE	11
ARTICLE XIV -LEAVE OF ABSENCE	12
ARTICLE XV -HEALTH BENEFITS	15
ARTICLE XVI -PENSION AND LIFE INSURANCE	17
ARTICLE XVII-STEWARDS	17
ARTICLE XVIII-GRIEVANCE PROCEDURE	18
ARTICLE XIX -SENIORITY	20
ARTICLE XX -ANTI-DISCRIMINATION	21
ARTICLE XXI-SAFETY AND UNIFORMS	22
ARTICLE XXII -GENERAL PROVISIONS	22
ARTICLE XXIII-NON-EMPLOYMENT	23
ARTICLE XXIV -WAGES & REOPENING	24
ARTICLE XXV -COMPLETION OF BARGAINING	24
ARTICLE XXVI -NO STRIKE	25
ARTICLE XXVII -SAVINGS	25
ARTICLE XXVIII -TERM, TERMINATION AND RENEWAL	25
SIGNATURE PAGE	26
ATTACHMENT A	27
SALARY SCHEDULE FOR FY18/19 ONLY	29

## MEMORANDUM OF UNDERSTANDING

This Memorandum is between RUBIDOUX COMMUNITY SERVICES DISTRICT, 3590 Rubidoux Boulevard, Jurupa Valley, California 92509, hereinafter referred to as the "EMPLOYER" or "DISTRICT," and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 777 of the AFL-CIO, hereinafter referred to as the "UNION."

The provisions of this Memorandum shall become effective on the first day of July, 2018, unless otherwise expressly provided herein. Any provision of this Memorandum to the contrary notwithstanding, Employer shall retain all rights, obligations, decision making and policy making powers reposed, granted and required to be exercised by Employer.

### ARTICLE I PURPOSE OF MEMORANDUM

It is the intent of the parties and the purpose of this Memorandum to preserve and continue the harmonious relations existing between the parties; to insure peaceful adjustment and settlement of grievances, claims, disputes, and differences which may arise between Employer and its employees represented by the Union; to prevent interruptions of work; and to establish wages, fringe benefits, hours and working conditions which shall prevail during the term hereof for the employees covered by this Memorandum. This Memorandum cancels and supersedes any agreement, Memorandum of Understanding or employment practices which existed prior to the effective date of this Memorandum of Understanding.

## ARTICLE II APPLICATION

This Memorandum shall apply to and cover all employees of the Employer, including office and field employees. Employer has heretofore recognized the Union as the exclusive representative of all employees covered hereby for the purpose of meeting and conferring in good faith with respect to wages, fringe benefits, hours and working conditions.

It is understood and agreed that there exists within the Employee Handbook and the Employer-Employee Relations Resolution certain matters pertaining to wages, hours and conditions of employment. All such provisions of the Handbook and Resolution are included herein by reference and shall remain in full force and effect unless otherwise provided herein.

## ARTICLE III UNION SECURITY

A. Employees who are Union members or who become Union members during the term of this Agreement shall, in order to be guaranteed the benefits contained herein, maintain their membership in the Union except for the window period of June 1-June 30 of each year.

B. Employees may exercise their rights, free of intimidation, coercion or reprisal, as provided by the Meyers-Milias Brown Act or the Employer-Employee Relations Resolution of the District.

## ARTICLE IV CHECK-OFF

A. During the term of this Memorandum, Employer shall deduct from the pay each month the monthly dues of each employee who signed a Voluntary Check-Off Authorization Card for these purposes. The Union will notify the Employer of the initial amount to be deducted and dues thereafter. All amounts deducted by Employer under the foregoing Check-Off system shall be remitted by the Employer to the Union and the Employer shall also furnish to said Union a list showing the name of each employee whose monthly dues are included in the remittance and the amount thereof.

B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of reliance upon the aforesaid Check-Off procedure in Article IV, Section "A" above.

ARTICLE V  
MANAGEMENT RIGHTS

The Employer shall retain and continue to have sole and exclusive responsibility and right, except as otherwise expressly and clearly provided by the Agreement, to manage, plan, direct and control all its operations, to direct its employees and work force; to hire, promote, transfer, demote, layoff, recall, discipline, suspend or discharge employees; to assign and reassign employees to duties, hours of work and shifts; to establish rules and regulations not in conflict with this Agreement; to introduce new and improved methods of operation; to set and attain work and production standards, to improve quality, to reduce costs; to perform any and all other things which the Employer deems necessary and desirable for the efficient and successful operation of its business.

The Employer is the judge as to the reliability and competency of any of the employees. All employees must perform their work to the satisfaction of the Employer; provided, however, that no employee shall be discharged or discriminated against for upholding Union principles, or for serving on a Union committee.

Nothing in this Agreement shall limit the Employer's management functions, under which it shall have, among others, the right to discipline, suspend or discharge for just cause, to determine the qualification of employees; to observe and evaluate an employee's job performance and to apply disciplinary action to ensure a full day's work for a fair day's wages, and to require employees to observe reasonable Employer rules and regulations presently in effect and/or to be put into effect, provided they are not in violation with the provisions of this Agreement, and provided, further, that the Employer will not use these prerogatives for the purpose of Union discrimination.

ARTICLE VI  
REPRESENTATION

A. During the period of this Memorandum for the purpose of assisting in the administration hereof, the Business Manager of the Laborers' Local 777 will submit in writing the name of one (1) representative and an alternate representative authorized to visit the District Office located at 3590 Rubidoux Boulevard, Jurupa Valley, California, including sites and areas that employees may be working. Whenever a visit to the District Office is required, the representative shall first notify the District Manager or his designated representative of each visit before entering the District Office. It is understood that said visits will be at such times and in such manner as to least interfere with the performance of work by the employees in the District Office and said visits shall be made in compliance with the Employer's access and safety regulations.

B. No person shall solicit union membership, collect dues or conduct general Union business on "Employer" property in the "working" time of any employee except to assist in the administration of this Article V. The Employer agrees to provide the Union with a bulletin board.

C. The Employer shall furnish the Union with sufficient copies of this Memorandum for distribution to all unit members. All unit members shall be responsible for knowledge of contents of this Memorandum.

## ARTICLE VII HOURS OF WORK

### Office Personnel (9/8/80 work schedule)

1. Eighty (80) hours of work, every two weeks, shall constitute the normal work pattern.
2. A maximum of fifteen (15) minutes rest period on the Employer's time shall be allowed in the morning and in the afternoon.
3. Shifts shall be established as follows:
  - A. The work day shall start between the hours of 7:15 a.m. and 8:15 a.m., inclusive, and shall be a nine (9) hour consecutive period Monday thru Friday; and the other Monday thru Friday period of the normal work pattern shall consist of three (3) nine (9) hour days, one (1) eight (8) hour day and one (1) day off less a sixty (60) minute meal period on the employee's time.
  - B. Establishment of other shifts shall be subject to the meet and consult process.
4. Employees transferred from one shift to another shall receive reasonable advance notice; otherwise, the appropriate overtime rate shall be paid for the first such shift worked.
5. A meal period shall be scheduled at a time not more than five (5) hours after the start of the shift. When an employee is directed by the District to work through their meal period, they shall be granted a one (1) hour paid meal period. When an employee is required to work more than two (2) hours additional continuance of their full normal shift, they shall be granted an additional meal period. If both meal periods are missed, the employee shall be granted a one (1) hour paid meal period.
6. An employee called back to work after the regular work day has been completed shall be guaranteed a minimum of two (2) hours pay at the overtime rate of pay.

### **Field Personnel (4/10 work schedule)**

1. Eighty (80) hours of work, every two weeks, shall constitute the normal work pattern.
2. A maximum of fifteen (15) minutes rest period on the Employer's time shall be allowed in the morning and in the afternoon.
3. Shifts shall be established as follows:
  - A. The work day shall start at 6:45 am Monday through Friday, with two separate crews. One crew works Monday – Thursday while the other crew works Tuesday – Friday. The normal work pattern shall consist of four (4) ten (10) hour days, less a thirty (30) minute meal period on the employee's time.
  - B. Establishment of other shifts shall be subject to the meet and consult process.
4. Employees transferred from one shift to another shall receive reasonable advance notice; otherwise, the appropriate overtime rate shall be paid for the first such shift worked.
5. A meal period shall be scheduled at a time not more than five (5) hours after the start of the shift. When an employee is directed by the District to work through their meal period, they shall be granted a one (1) hour paid meal period. When an employee is required to work more than two (2) hours additional continuance of their full normal shift, they shall be granted an additional meal period. If both meal periods are missed, the employee shall be granted a one (1) hour paid meal period.
6. Holiday pay will continue to be eight (8) hours. Should a holiday fall on an employee's ten (10) hour work day, two hours of vacation shall be deducted to make a full-ten (10) hours.
7. When a holiday falls on a day normally scheduled off, all affected employees will accrue eight (8) hours of vacation time.
8. If an employee takes sick leave or vacation time off, they must use accrued hours consistent with their scheduled working hours in order to receive full pay (i.e., if an employee is sick on days they would normally work two (2) ten (10) hour days, twenty (20) hours will be deducted from accrued sick leave or accrued vacation.

9. An employee called back to work after the regular work day has been completed, shall be guaranteed a minimum of two (2) hours pay, which may include, in part, standby consideration, at the overtime rate of pay.

10. An employee called back between the hours of 10:00 p.m. and 6:00 a.m. shall receive a premium of \$5.00 in addition to other standby or call back considerations.

ARTICLE VIII  
PREMIUM PAY AND OVERTIME

Office Personnel

1. Overtime at the rate of one and one-half (1½) times the employee's regular hourly rate shall be paid for:

A. All work performed in excess of alternate work week schedule of 9/8/80 in a work day (consistent with FLSA regulations) **OR**

B. All work performed in excess of eight (8) hours in a work day (non-alternate work week schedule)

C. All work on Saturday shifts commencing after 12:01 a.m.

D. All work on Sunday shifts commencing after 12:01 a.m.

2. Overtime shall be paid to all non-exempt Employees at a rate equivalent to two (2) times the hourly rate for work in excess of twelve (12) hours in any day.

3. When an employee is required to work past his/her regular quitting time, s/he shall be given reasonable advanced notice prior to the end of their regular shift. When an employee is required to work a shift commencing on or about 12:01 a.m. on Saturday, Sunday or a holiday, they shall be notified at least twenty-four (24) hours in advance. The above shall not apply if overtime is necessary because of an emergency condition occurring after the period for giving notice. The Employer shall not be arbitrary or capricious in the assignment of overtime.

4. The Employer shall endeavor to distribute overtime



assignments as equally as practical.

5. Compensatory Time Off:

The General Manager, or designee, is authorized to grant payment of salaries at the overtime rate, regardless of whether forty (40) hours has been worked, under emergency conditions.

Employees may choose to take compensatory time off in lieu of pay for overtime hours. Comp time accrual is limited to a total of forty (40) hours in any fiscal year. In addition, the total accrual at any time may not exceed forty (40) hours. Comp time will also be at time and one-half (1 ½) or two (2) time the hours worked, whichever is applicable.

**Field Personnel**

1. Other than standby considerations, overtime at the rate of one and one-half (1½) times the employee's regular hourly rate shall be paid for:

A. All work performed in excess of ten (10) hours in a work day,  
**OR**

B. All work performed in excess of eighty (80) hours per normal work pattern period.

C. All work on Saturday shifts commencing after 12:01 a.m.

D. All work on Sunday shifts commencing after 12:01 a.m.

2. Overtime shall be paid to all non-exempt Employees at a rate equivalent to two (2) times the hourly rate for work in excess of twelve (12) hours in any day.

3. When an employee is required to work past his/her regular quitting time, s/he shall be given reasonable advanced notice prior to the end of their regular shift. When an employee is required to work a shift commencing on or about 12:01 a.m. on Saturday, Sunday or a holiday, they shall be notified at least twenty-four (24) hours in advance. The above shall not apply if overtime is necessary because of an emergency condition occurring after the period for giving notice. The Employer shall not be arbitrary or capricious in the assignment of overtime.

4. The Operations/Facilities Manager shall post a standby schedule for Field Personnel employees, which shall provide for the availability of one (1) or more employees at night and on weekends for emergency work, and shall rotate employees to be fair to all. An employee so scheduled shall be available by phone or pager during such

standby time, and if not at their home phone, must advise the appropriate parties as to phone numbers where he may be reached at all times during such standby time. An employee who has been placed on standby and is able to perform necessary duties shall receive compensating pay if work is not performed by the employee while on standby status. Employees on standby duty shall be guaranteed twenty-four (24) hours straight time per week on standby. (Exception to the 24 hours straight time pay in Paragraph 5 below.) If called out on weekends, said employees shall be paid at the applicable overtime rate, commencing after the initial standby consideration.

5. Field employees on standby duty on the specific holidays listed below shall receive twenty-seven (27) hours straight time per week in which the holiday occurs: Christmas, New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day.

6. The District shall develop and distribute an amended holiday calendar each year for the observance of the following: Lincoln's Birthday, Cesar Chavez Birthday, and Veteran's Day, designating, whenever practicable, the holiday observances to be on a Monday or Friday.

7. The Employer shall endeavor to distribute overtime assignments as equally as practical.

8. Compensatory Time Off:

The General Manager, or designee, is authorized to grant payment of salaries at the overtime rate, regardless of whether forty (40) hours has been worked, under emergency conditions.

Employees may choose to take compensatory time off in lieu of pay for overtime hours. Comp time accrual is limited to a total of forty (40) hours in any fiscal year. In addition, the total accrual at any time may not exceed forty (40) hours. Comp time will also be at time and one-half (1 ½) or two (2) time the hours worked, whichever is applicable.

## ARTICLE IX REPORTING TIME

CALL BACK ALLOWANCE. In the event an employee is called back to work after he/she has completed his/her scheduled hours and after leaving the facility, he/she shall be guaranteed two (2) hours work or pay in lieu thereof at the applicable regular rate.

ARTICLE X  
HOLIDAYS

A. For the purposes of this Memorandum, the following shall be considered as paid holidays:

New Year's Day	Independence Day
Admission Day (observed as floating holiday)	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Cesar Chavez' Birthday	Day after Thanksgiving Day
Memorial Day	Christmas

Every day appointed a public fast, Thanksgiving holiday, or days of mourning. This will be at the discretion of the Board of Directors.

At such time as Federal and State governments designate certain holidays to be celebrated, the same shall apply to this Memorandum.

By analogy to Riverside County Ordinance 358 as amended, the District shall observe: 1) the Friday immediately preceding a holiday, whenever that holiday falls on a Saturday; 2) December 26<sup>th</sup> and January 2<sup>nd</sup> whenever those days fall on Friday; 3) December 24<sup>th</sup> and December 31<sup>st</sup> whenever those days fall on a Monday; 4) the Monday immediately following a holiday whenever that holiday falls on a Sunday.

B. When calculating for overtime purposes whether a forty (40) hour week has been worked, holiday time shall be counted as time worked.

ARTICLE XI  
VACATION

A. ELIGIBILITY

1. Upon completion of the employee's first twelve (12) months of continuous service in paid status from his date of hire, (not less than 1,400 hours) each eligible employee shall be entitled to a vacation of two (2) weeks (80 hours) pay.

2. Vacation days will be accrued on the following basis:

<u>Employment Anniversary</u>	<u>Hours Earned Per Pay Period</u>	<u>Days Earned Per Year</u>
Employment through 4 <sup>th</sup> year	3.08	10
5 <sup>th</sup> through 9 <sup>th</sup> year	4.62	15
10 <sup>th</sup> through 14 <sup>th</sup> year	6.16	20
15 <sup>th</sup> year	6.46	21
16 <sup>th</sup> year	6.77	22
17 <sup>th</sup> year	7.08	23
18 <sup>th</sup> year	7.39	24
19 years and thereafter	7.69	25

Any employee who has served two thousand (2000) straight time hours or more in paid status during the preceding twelve (12) months annual period computed from the hiring date or anniversary or hiring date, shall be considered to have been employed continuously and shall be granted his or her vacation in accordance with the provisions of this Section.

Vacation time shall not accrue during a medical leave, workers' compensation leave, or leave of absence without pay of more than twenty (20) consecutive work days. The Employee must actively return to work for at least fourteen (14) calendar days in order for vacation credit to commence.

B. APPROVAL

Vacation periods shall be taken with the approval of the Manager of Fiscal Services or Operations/Facilities Manager at such time as will not impair the work schedule or

efficiency of the area assigned to work. Vacation / Holiday Time Earned requests must be submitted at the minimum of two weeks prior to the requested vacation period.

Any Employee deprived of approved vacation by order of the General Manager or designee to meet the convenience of the District, shall be paid for such loss of vacation time, in addition to the compensation earned for such time actually worked.

Unauthorized and unexcused absence from duty shall be without pay and will constitute grounds for disciplinary action.

### C. TERMINATIONS

After an employee has qualified for vacation, if he is laid off or is discharged before his next vacation anniversary date, he shall receive accrued vacation pay for which he/she is entitled prorated according to the number of full months employed. Prorated vacation shall be based upon one-twelfth (1/12) of the employee's respective vacation accrual at the time of termination consistent with Section A 2 above.

In the event an employee receives prorated vacation pay, and is rehired within one (1) year, his anniversary date for computation of vacation pay shall be his date of rehire, provided, however, that his seniority status for the purpose of determining the vacation pay rate shall be retained. For example, if his vacation was based on eighty (80) hours at the time of layoff, he shall retain the eighty (80) hour basis for vacation pay accrual when he is rehired. This section does not apply to voluntary quits.

### D. VACATION BASE

All vacations will be based on the anniversary date of employment.

## ARTICLE XII PAYDAY

All wages must be paid on a bi-weekly basis. Employees shall be paid at the District Office at 3590 Rubidoux Boulevard, Jurupa Valley, California, before quitting time on pay day. Employees must be paid in full for all work performed after the last pay period. When employees are laid off or discharged, they must be paid the wages due them within seventy-two (72) hours of the effective time of the termination of service, or as soon as administratively practical.

## ARTICLE XIII SICK LEAVE

A. Bargaining Unit employees shall accrue sick leave days, for reasons of personal illness, injury or medical quarantine, as follows:

1. Employees hired prior to July 1, 1991, shall be entitled to sick leave accrual of one and one-half (1 1/2) days per month or eighteen (18) days per year (144 hours per year).

2. Employees hired on or after July 1, 1991, shall be entitled sick leave accrual of one and one-twelfth (1 1/12) days for each calendar month of service or thirteen (13) days per year (104 hours per year).

After six (6) months of employment, the employee shall be entitled to use accrued sick leave. Sick leave credits shall not accrue during a medical leave, a workers' compensation leave, or a leave of absence without pay of more than twenty (20) consecutive work days. The Employee must actively return to work for at least fourteen (14) calendar days in order for sick leave credit to commence.

B. If any officer or employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken shall be accumulated from year to year to a maximum credit of seventy-five (75) working days. In February of each year the District shall, for the employees listed above, buy back from each such employee those days accumulated in excess of seventy-five (75) days.

Sick leave may be utilized for other purposes, but only as specified in policy or by Memorandum of Agreement.

C. All Employee absences, regardless of the reason, shall be reported to designated District management or the Human Resources representative no later than the beginning of the shift from which the Employee will be absent. If the need for sick leave is foreseeable, the Employee must provide the Operations/Facilities Manager reasonable advance notification. Failure to report an absence in accordance with this Section may be grounds for disciplinary action and may result in denial of paid leave benefits.

D. It shall be the responsibility and duty of designated District management to investigate each claim for sick leave and to approve sick leave with pay where it is determined to be proper. If sick leave for illness or injury exceeds three (3) work days, the Employee, prior to return to work, shall submit a statement of such disability from a physician, surgeon, or other person practicing a recognized healing art certified by the State of California. The statement shall certify that the Employee's illness or injury prevented him/her from performing the duties of his/her position during the period of absence, and that the Employee is released to return to work, with or without reasonable accommodation. The district reserves the right to require, at any time, a medical examination of any employee by a physician chosen and compensated by the District.

E. Evidence substantiating the unwarranted use of sick leave, instances of misrepresentation, or violation of the rules defined herein, shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the General Manager or designee.

F. Sick leave with pay will not be granted for absences due to willful injury, gross negligence, intemperance, or other improper conduct on the part of the Employee.

G. Unauthorized and unexcused absence from duty shall be without pay and will constitute grounds for disciplinary action.

H. Compensation for Accrued Sick Leave:

1. Upon retirement or death, the employee or his beneficiary shall be paid at the rate of 100% of the accumulated sick leave, but not to exceed seventy-five (75) days' pay (600 hours). Upon resignation or termination without prejudice after ten (10) years of service, an employee shall be paid 50% of his accumulated sick leave, but not to exceed seventy-five (75) days' pay.
2. Or, provided that the retiree has reached the age of 60 and worked for the District for ten (10) or more years as of the date of retirement election, s/he may elect to have accumulated sick leave, holidays and vacation placed in an insurance benefit account by the District for purposes of its extant valuation allocated to payment of health insurance premiums (medical, dental, vision) until such time as the retiree's insurance benefit account is exhausted or he/she enrolls in Medicare, whichever occurs first.
3. Upon the untimely death of the retiree while receiving benefits under Section XIII-C, eligible spouse and/or dependents shall receive the balance of the insurance benefit account, if any, subject to all applicable federal and state taxes. Pursuant to COBRA, the District shall notify eligible spouse and/or dependents of possible continuation of coverage.
4. Industrial illness or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for Workers' Compensation benefits, the Employer shall pay the difference between the amount received by the employee for Workers' Compensation and the amount the employee would have received had he been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the eligible employee has been paid to the employee.

ARTICLE XIV  
LEAVE OF ABSENCE

A. Subject to Board approval and upon mutual agreement in writing, leave of absence without pay, not to exceed one hundred and twenty (120) consecutive calendar days, may be granted. (this section does not apply to FMLA/CFRA leave) In the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Memorandum. Health benefit contributions shall be maintained by the Employer for the first thirty (30) days of such leave of absence.

B. An employee who has been granted a leave of absence in accordance with the provisions of Section "A" above shall return to his regular job at the same step of the same range of the Salary Schedule in effect.

C. Employees may be granted an extended leave of absence without pay not to exceed six (6) months beyond the accumulation of paid sick leave during periods covered by Workers' Compensation.

Employees on leave of absence without pay for more than twenty (20) consecutive work days shall not earn sick leave or vacation credits or be entitled to pay for holidays. The Employee must actively return to work for at least fourteen (14) calendar days in order for sick leave and vacation credits to commence.

In the event that the Employer does not grant the above extended leave, the affected employee shall be subject for preferential rehire for the same maximum period.

D. FUNERAL

In the case of death in the immediate family (parents or parents of spouse, brother, sister, child, spouse, registered domestic partner, sister-in-law, brother-in-law, grandparent, or grandchild of the Employee or Employee's spouse), an employee may be granted a leave of absence, as needed, not to exceed three (3) days with pay for purposes of attending services, making related arrangements or travel.

The General Manager or designee may grant at his/her discretion, bereavement leave to an Employee in the event of a death outside the immediate family where, in his/her opinion, circumstances warrant such leave

E. MATERNITY LEAVE

Employees who become disabled by pregnancy, childbirth or related medical conditions may request Pregnancy Disability Leave (PDL) in accordance with Government Code Section 12945 intended to comply with all applicable federal and state laws and as stated in Employee Handbook Page 2450-1.



## E. MILITARY LEAVE

Military leave, and regulations for payment pertaining thereto, shall be in accordance with the California Military and Veterans' Code, including Chapter 7 of Part 1 of Division 2, which provisions are by reference made a part of this Memorandum of Understanding.

Absence of an employee for one day for the purpose of taking an officially ordered physical examination prior to entrance into the Armed Forces of the United States shall be covered by pay at the employee's regular rate, upon submission of copy of orders.

## G. PERSONAL LEAVE

1. A unit member may elect to use, not exceeding six (6) days in any one fiscal year, sick leave which has been earned for personal necessities which fall in and are limited to the following categories:

A. Bereavement leave may be necessary beyond that authorized in bereavement policy.

B. Unforeseen accident, involving his/her person or property or the person or property of a member of his/her immediate family.

2. Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in the above. A unit member shall be subject to appropriate discipline if the leave was used for purposes other than stipulated. Leave under the above provisions is subject to approval, and the unit member must specify the type of personal necessity. When feasible, prior approval is requested.

## ARTICLE XV HEALTH BENEFITS

A. The Employer hereby agrees to pay CalPERS and Special District Risk Management Authority (SDRMA), for the purpose of providing group health and dental coverage for all eligible full-time employees, covered under the terms of this Memorandum of Understanding (MOU), and for the eligible dependents.

B. The District provides group-health insurance coverage under the Public Employees' Medical and Hospitalization Care Act (PEMHCA), the insurance program sponsored by the CalPERS. Each eligible employee may, at the time and in the manner dictated by CalPERS, enroll in and receive coverage under PEMHCA. The District

will subsidize each employee's PEMHCA coverage for the period covered under this MOU, by making minimum contributions to CalPERS.

C. The District provides group dental insurance coverage under SDRMA. Each eligible employee may, at the time and in the manner dictated by SDRMA, enroll in and receive coverage. The District will subsidize each employee's dental coverage for the period covered under this MOU, by making minimum contributions to SDRMA.

D. The employer agrees to contribute a maximum of \$1,818.00 per month per full time unit member towards health related programs as selected by the unit member. All premium obligations, either singular or combined, in excess of the Employer's maximum contribution shall be assumed by the unit member. Any excess health benefits can be used to purchase a supplemental life insurance policy or other health related programs. Proof of coverage must be submitted annually to the District. Employees hired after April 30, 2006, will be limited to 10% of premium dollars over the core benefit that may be used to purchase supplemental benefits.

Should the premium for medical and dental coverage combined exceed \$1,818.00 per month for any calendar year for one or more employees of the District with two or more dependents, the District and the Union agree to open negotiations on the health and welfare premium.

E. The Employer will provide a Long Term Disability plan, the cost of which will not exceed 1% of an employee's monthly base salary.

F. The Employer will provide the employees with a family vision plan, the cost of which will be paid for by the Employer over and above the premium for medical insurance as provided in Paragraph A.

G. The District shall assume the obligation for payment of State Disability Insurance Premium.

H. The District shall assume the obligation for payment of the employee's share of Social Security and Medicare taxes.

ARTICLE XVI  
PENSION AND LIFE INSURANCE

The District has a contract with the Public Employees Retirement System (“PERS”) of the State of California, every District employee (represented, classified and management) shall be entitled to all of the benefits the District participates in, and shall be subject to all of the obligations required to participate in the plan. The Rubidoux CSD Board of Directors has the authority and duty to implement California Government Code Section 20691.

The PERS Plan for Employees hired prior to December 16, 2012 (“Tier 1 Employees”) shall be 3% at 60. Terms and conditions for the existing PERS Plan will remain in effect for Tier 1 Employees for the duration of this Agreement. Employee contributions for the employee’s “normal cost” shall be paid as follows:

DATE	DISTRICT	EMPLOYEE
July 1, 2018	0%	8%

Employees hired on or after December 16, 2012 (“Tier 2 Employees”) shall be enrolled in the 2 percent at 60 PERS Plan. Tier 2 Employees will be obligated to pay 100 percent of the Employee contribution. The 2 percent at 60 Plan shall provide for benefits on the highest three-year salary average.

Employees hired on or after January 1, 2013, who are defined as “New Members” by California law (essentially those individuals who have not been previously member of a public agency retirement system) shall be enrolled in the statutorily-required 2 percent at 62 PERS Plan. New Members will be obligated to pay 50 percent of the “normal cost” of their retirement benefits as required by State law. The 2 percent at 62 Plan shall provide for benefits based on the highest three-year salary average.

The District maintains a group life insurance plan and a long-term disability insurance plan for its Employees; each Employee shall be entitled to the benefits of any such coverage, as determined by the Board of Directors from time to time.

ARTICLE XVII  
STEWARDS

A. A steward shall be a working employee, appointed by the Local Union Business Manager or his duly authorized representative, who shall, in addition to his work as an employee, be permitted to perform during working hours such of his union duties as cannot be performed at other times. The Union agrees that there shall be no more than

two (2) stewards, including the steward and one alternate. The Union agrees that such duties shall be performed as expeditiously as possible so as not to interfere with productivity. The Employer agrees to allow stewards a reasonable amount of time for the performance of such duties. The Local Union shall notify the Employer in writing of the appointment of the steward or change of stewards.

B. Employer will notify Union, in writing, of Employer's intention to discharge a steward two (2) full working days prior to the effective date of the intended discharge so that the Union may make arrangements to maintain steward services.

C. The steward is to receive grievances or disputes from employees and shall immediately report them to his or her supervisor. The Employer agrees and understands that the steward is not a representative of the Union, but of employees on the job. The sole grant of authority to the steward by the Union is set forth in paragraph "A" above. The steward has no other authority, expressed or implied, granted by the Union.

## ARTICLE XVIII GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as any dispute or difference that arises between the Employer and any of its employees represented by the Union, or the Employer and the Union, relative to the application and/or interpretation of the provisions of this Memorandum.

SECTION 2. Should any grievance arise as to the interpretation or application of the Memorandum, such grievance will be handled in the following manner:

Step 1 -- Any aggrieved employee or employees or steward (as requested by the employee ) may, within five (5) working days after the occurrence of the event giving rise to the grievance, present a grievance to his or their immediate supervisor.

Step 2 -- If no settlement is reached at Step 1, within five (5) working days, the grievance shall be reduced to writing and may be presented by the steward to the next level of supervision above the grievant's immediate supervisor. Either party may request the presence of the grievant, in which case the grievant's immediate supervisor shall be present. Within five (5) working days after such written grievance is presented, the

Employer representative who receives the written grievance shall review the matter and present a written reply to the steward, with a copy to the Union.

Step 3 -- If any grievance presented in writing under Step 2 has not been settled to the satisfaction of the aggrieved employee or employees or the Union under Step 2, the steward may, within five (5) working days after the decision rendered under Step 2, present the grievance in writing to the Board's Grievance Committee-Designee. Such grievance shall then be discussed by the parties in an attempt to settle the grievance. The District shall provide a written answer to the Business Manager of the Local Union within five (5) working days after the meeting at the Third Step.

The parties to this Agreement may, within ten (10) days dating from the issuance of the Step II response, elect to form a conciliation committee whose purpose shall be to attempt to resolve the grievance by informal agreement. Conciliation sessions shall be confidential and the recommendations shall be advisory. The conciliation committee shall consist of one spokesperson chosen by the Employer, one spokesperson chosen by the Exclusive Representative, and a conciliator chosen by the California State Department of Industrial Relations/Conciliation Service. For the purposes of choosing a conciliator, the parties together or separately shall first contact the California State Department of Industrial Relations/Conciliation Service and ask them to appoint a conciliator. If the Conciliator is unacceptable to either party they shall choose from a list of conciliators supplied by the California State Department of Industrial Relations/Conciliation Service.

The Conciliator chosen by the California State Department of Industrial Relations/Conciliation Service or by the parties shall chair the sessions and assist the parties in exhausting every reasonable possibility for settlement of the dispute in question. The conciliator shall have no power to render a decision or release a recommendation unless the parties to the conciliation process have mutually consented.

If the conciliation process does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level IV within ten (10) days of the last conciliation session, provided that the Conciliator has certified the matter for Step IV; only those unresolved issues remaining after Step III may go forward.

Any grievance not so filed in writing at Step 2 shall not be entitled to consideration, it being understood that a grievance filed under Step 2 must be filed within five (5) working days of the occurrence giving rise to the grievance.

Step 4 -- If within five (5) business days following receipt of the answer to Step 3 the grievance has not been adjusted to the employee's satisfaction, the grievance may be submitted to the full Board for a final administrative decision. In matters pertaining to employee discipline the Board may grant a hearing of its own accord or refer the matter to a hearing officer. The hearing officer shall either by investigation or hearing make findings of fact and

conclusions of law. A report of these findings shall be submitted to the Board for its consideration.

SECTION 3. In reducing a grievance to writing at Step 2 and Step 3, the following shall be stated:

1. The exact nature of the grievance.
2. The act or omission complained of and when it occurred.
3. The identity of the employee or employees involved in the grievance.
4. The specific section or provision of the Memorandum that the grievant or grievants' claims the Employer has violated; and
5. The remedy sought.

Upon exhaustion of the above procedure, the grievant is not precluded from seeking other forms of resolution.

#### ARTICLE XIX SENIORITY

A. Seniority shall apply after an employee has been employed for a period of sixty (60) working days; thereafter, seniority shall become effective from his original date of hire.

B. On vacancies filled by internal-promotion, ability, experience and seniority shall be the factors in awarding jobs on a promotional basis. If the experience and abilities of employees eligible for promotion are substantially the same, seniority shall be the deciding factor. The District shall not be precluded from filling a vacancy from an outside list.

C. Any employee upgraded to a higher classification shall be considered to be on a trial basis in his new classification for a period of ninety (90) calendar days. In the event of unsatisfactory performance in this new classification during the trial period, he/she shall be returned by the Employer to his/her former classification and rate without loss of seniority.

D. When the Employer deems it advisable to reduce forces, the last person employed shall be the first to be laid off, where ability is reasonably equal, and in calling persons back to work, the last employee laid off shall be the first to be recalled. (Except if the Board is compelled to declare a state of fiscal emergency, it is not its intent or desire to layoff existing employees. Prior to consideration of layoffs, it shall consider other options, such as:

\*Reduction of hours

\*Furloughs

\*Or other matters short of reducing full-time employee positions.

E. When an employee quits or is discharged for just and sufficient cause, the employee shall forfeit all accumulated seniority. If it is found that an employee has been unjustly discharged, he/she shall retain his/her seniority.

F. An authorized leave of absence shall not interrupt seniority. Should the employee fail to report for work at the end of such leave of absence, his/her seniority rights shall terminate except in the case of extreme emergency, which demonstrably impedes employee's ability to report.

G. Employees shall not lose seniority when away from work due to industrial accident that occurred in the employment of the District.

H. Employees shall not lose seniority when away from work due to illness not in excess of one (1) year if the illness is reported to the Employer within five (5) working days as soon thereafter as is physically possible. Under extenuating circumstances, the one (1) year period may be extended.

I. Any three (3) consecutive working day period of unauthorized absence shall be deemed a quit.

J. Seniority shall be lost in the case of employees discharged without prejudice for a continuous period of one (1) year or twelve (12) months.

## ARTICLE XX ANTI-DISCRIMINATION

A. All Employees are to be treated with dignity and respect. Sexual harassment or harassment for any reason, such as race, color, age, national origin, ancestry, religious belief, sexual orientation, gender identity, gender expression, marital status, medical condition, genetic information, military or veteran status, or physical or mental disability, or any other protected category by another Employee or Operations/Facilities Manager will not be tolerated. Any Employee who condones, participates in, or initiates such harassment will be subject to appropriate disciplinary action up to and including termination.

Any incident of harassment is to immediately be reported to the General Manager, or his designee, Operations/Facilities Manager, or the Human Resources Representative, and it will be investigated immediately.

B. The Union and District acknowledge their affirmative duty to refrain

from engaging in unlawful discriminatory practices, including harassment of individuals in protected classes.

C. The Union acknowledges the District's obligation to provide reasonable accommodation to qualified disabled individuals consistent with concerns of safety, health and business necessity.

## ARTICLE XXI SAFETY AND UNIFORMS

A. The Employer shall continue to provide, at its expense, necessary equipment, clothing, and other devices necessary for the maintenance of high standards of safety and health.

B. The Employer shall make reasonable provisions for and shall have the right to adopt and enforce reasonable rules and regulations for the safety and health of the employees during the hours of their employment and for the protection of the Employer's property.

C. Required uniforms with an insignia of the District shall continue to be provided to unit employees. Employees shall pay for replacement thereof if uniforms are damaged by willful negligence of employee (normal wear and tear excluded). The ceiling for boot allowance reimbursement shall be \$175.00, limited to two (2) pairs per year with possible boot replacement to be determined by the Operations/Facilities Manager based upon use factors and equipment conditions.

## ARTICLE XXII GENERAL PROVISIONS

A. When an employee is required to wear safety or sanitary apparel, such articles and the cleaning, disposal or replacement thereof shall be at no cost to the employee. The Employer will provide an adequate number of uniforms.

B. All employees will be required, if not reporting to work due to illness (excluding hospitalization), to report by telephone to his/her immediate supervisor.

C. Employee evaluations will be given within two (2) weeks of the employee's anniversary date of employment.



D. The District agrees to reimburse employees for Class "A" driver's renewal and water certification renewal costs that are required by their job descriptions. The District will begin the reimbursement six months from the execution of the Memorandum and only after all employees have satisfied all certification and license requirements of their job descriptions. If during the above sixth month period should any employee renews his/her Class "A" drivers license and/or Water Certification as required by their job description, such renewal costs may be submitted to District for reimbursement only after all employees have satisfied their certification and licenses requirements. However, if one or more employees fail to comply with their job description's certification and/or drivers license requirements during this six month period, this provision shall not go into effect. Finally, if at any time during this Memorandum, any employee fails to renew his/her license or certification, all reimbursements will cease to be processed to any and all employees within three months of employee(s) non-compliance date.

E. The District and the Union agree to establish a labor management cooperation committee which shall meet on a quarterly basis for the purpose of non-crisis dialogue. This Committee shall consist and two management employees.

### ARTICLE XXIII NON-EMPLOYMENT

A. Vacancies shall not be filled by employment of relatives of District employees where a supervisory or other conflict of interest might exist.

B. For this purpose, the term relatives shall include the following:

1. Husband
2. Wife
3. Child
4. Mother
5. Father
6. Sister
7. Brother
8. Grandchild
9. Grandparent
10. Guardian
11. Or, comparable relationships

Exceptions to the above will be at the discretion of the Board of Directors.

ARTICLE XXIV  
WAGES & REOPENING

A. All unit members shall receive an eight percent (8%) base salary increase, effective July 1, 2018 for all ranges.

Effective July 1, 2018, all unit member salary schedules shall be increased by a two percent (2%) cost of living adjustment for all salary ranges. Effective July 1, 2019 and 2020, the District shall increase the wage rate and range by the percentage change to the Consumer Price Index (CPI) – Riverside-San Bernardino-Ontario area for the proceeding twelve (12) months ending in April. Notwithstanding the foregoing, the minimum increase on July 1, 2019 and 2020 shall be one percent (1%) and the maximum increase shall be three percent (3%). If the CPI in the stated area is greater than three and three quarters percent (3.75%) the District and the Union agree to open negotiations on the cost of living adjustment.

B. Notwithstanding the above, eligible employees may sell back accumulated vacation and/or earned holiday time per fiscal year pursuant to a schedule as provided on Attachment "A", not less than forty (40) hours and not to exceed 104 hours, provided that the net effect shall leave the employee with no less than forty (40) accumulated hours of vacation on the books.

C. Classification Equity. The District shall, on a fiscal year basis, consider a recommendation from the Union to study a single job class. Upon timely receipt of the Union's said request, the District shall, within ten (10) working days, endeavor to hire an outside professional who shall review the classification itself, the competitive labor market and internal relationships. The recommendation from the Union must alternate between field and office positions. The draft results of the study shall be presented to both the Union and Management of the District prior to consideration by the Board of Directors.

ARTICLE XXV  
COMPLETION OF BARGAINING

Save for the limited negotiations that may take place pursuant to XXIV-A, the Union and the Employer, for the life of this Memorandum, voluntarily and unqualifiedly waive and relinquish the right to meet and confer, and agree that neither party shall be obligated to meet-and confer with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Memorandum.

ARTICLE XXVI  
NO STRIKE

During the term of this Memorandum, there shall be no lockout by the District, and no strike, slowdown or work stoppages by the Union, any representative of the Union, or Union members employed by the District.

ARTICLE XXVII  
SAVINGS

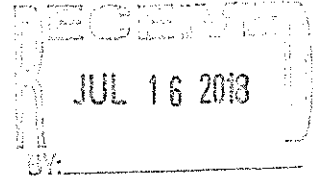
If any provisions of this Memorandum are held to be contrary to law by a court of competent jurisdiction, or by the final tribunals of appropriate regulatory agencies, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect for the term hereof.

ARTICLE XXVIII  
TERM, TERMINATION AND RENEWAL

The terms and conditions of this Memorandum shall remain in full force and effect from the first day of July, 2018, to the 30th day of June 2021, inclusive.

If either party desires to make any changes or modifications of this Memorandum for the ensuing period, it shall give notice to the other party of its desires not less than one hundred and twenty (120) days prior to the termination of this Memorandum, in writing; and if no such notice is given by either party, then this Memorandum shall continue in full force and effect from year to year.

The foregoing constitutes the full agreement of the parties for the 2018-19, 2019-20, 2020-21 Fiscal Years. Neither party shall be required to re-open negotiations, save by mutual consent.

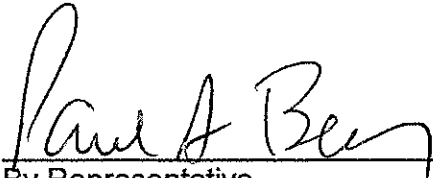


UNION:

DISTRICT:

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL 777

RUBIDOUX COMMUNITY SERVICES  
DISTRICT  
3590 Rubidoux Blvd.  
Jurupa Valley, CA 92509

  
By Representative

  
By President **BERNARD MURPHY**

7-12-18  
Date

19 JUL 18  
Date

## ATTACHMENT A

### **SUBJECT: Sell-back of Earned Accrued Time**

The Memorandum of Understanding states in Article XXIV-B:

**“Notwithstanding the above, eligible employees may sell back accumulated vacation and/or earned holiday time per fiscal year pursuant to a schedule as provided on Attachment A, not less than forty (40) and not to exceed 104 hours, provided that the net effect shall leave the employee with no less than forty (40) accumulated hours of vacation on the books.”**

The following criteria must be followed:

1. It is only applicable only once during the fiscal year.
2. Request must be made using the attached form. Sell-back will be made only on the first pay period in August, December and March of each fiscal year.
3. Request may not exceed 104 hours; 52 hours for part-time employees.
4. At least 40 hours must be remaining in your accrued account after sell back; 20 hours for part-time employees.

Example #1: Full-time employee has 200 hours available on July 10. This employee may request any amount of earned hours up to 104 hours. Only one request may be made.

Example #2: Full-time employee has total of 100 hours available on July 10. This employee may sell back up to 60 hours in August, with no further requests.

Example #3: Full-time employee has total of 30 hours available on July 10. This employee has no option for August. However, they may wait until the December or March pay dates for additional accrued time.

Deadlines for request: Two weeks prior to first pay date in August, December or March.

**REQUEST FOR SELL-BACK OF ACCUMULATED VACATION/HOLIDAY TIME**

Enter date and year of applicable pay date:

August \_\_\_\_\_ December \_\_\_\_\_ March \_\_\_\_\_

Employee name \_\_\_\_\_

Date submitted \_\_\_\_\_

# hours requested:

Vacation hours \_\_\_\_\_

Holiday hours \_\_\_\_\_

\\word\memolvacation sellback

RUBIDOUX COMMUNITY SERVICES DISTRICT  
 FY 2018-2019 Salary Plan - 2% COLA



Payrates effective 7/1/2018

Job Classification	1	2	3	4	5	6	Authorized Positions	
Part-time Office Asst	Hourly	\$19.80	\$20.79	\$21.83	\$22.92	\$24.06	\$25.27	1
	Annual	20,592.00	21,619.31	22,700.39	23,835.24	25,026.14	26,277.68	
Account Clerk I	Hourly	\$24.63	\$25.86	\$27.15	\$28.51	\$29.94	\$31.43	0
	Annual	51,227.48	53,790.66	56,479.90	59,303.11	62,269.15	65,382.64	
Account Clerk II/III	Hourly	\$28.39	\$29.88	\$31.45	\$33.11	\$34.85	\$36.59	3
	Annual	59,054.29	62,156.95	65,408.77	68,871.79	72,485.56	76,110.14	
Meter Reader	Hourly	\$24.63	\$25.86	\$27.15	\$28.51	\$29.94	\$31.43	1
	Annual	51,227.48	53,790.66	56,479.90	59,303.11	62,269.15	65,382.64	
Utility Maintenance I	Hourly	\$24.63	\$25.86	\$27.15	\$28.51	\$29.94	\$31.43	7
	Annual	51,227.48	53,790.66	56,479.90	59,303.11	62,269.15	65,382.64	
Utility Maintenance II	Hourly	\$30.62	\$32.23	\$33.91	\$35.70	\$37.59	\$39.46	2
	Annual	63,693.56	67,035.28	70,525.62	74,262.54	78,177.13	82,085.92	
Systems Operator I	Hourly	\$26.51	\$27.84	\$29.23	\$30.69	\$32.23	\$33.84	1
	Annual	55,148.02	57,904.18	60,799.73	63,840.22	67,032.11	70,383.59	
Systems Operator II	Hourly	\$30.62	\$32.23	\$33.91	\$35.70	\$37.59	\$39.46	0
	Annual	63,693.56	67,035.28	70,525.62	74,262.54	78,177.13	82,085.92	
Systems Operator III	Hourly	\$37.40	\$39.27	\$41.23	\$43.30	\$45.46	\$47.73	1
	Annual	77,791.96	81,681.55	85,765.63	90,053.91	94,556.61	99,284.44	
Backflow/Cross Connect Inspector	Hourly	\$31.72	\$33.31	\$34.97	\$36.72	\$38.56	\$40.67	1
	Annual	65,985.92	69,280.64	72,735.52	76,373.44	80,194.40	84,587.36	
Operations/Facility Manager	Hourly	\$60.78	\$63.82	\$67.01	\$70.36	\$73.88	\$77.57	1
	Annual	126,419.44	132,739.60	139,377.61	146,346.16	153,663.31	161,346.50	
Engr. Asst/Project Manager	Hourly	\$48.50	\$51.05	\$53.74	\$56.43	\$59.25	\$62.21	1
	Annual	100,884.30	106,193.74	111,783.01	117,372.16	123,240.88	129,402.64	
Accounting/Budget Mgr.	Hourly	\$51.73	\$54.31	\$57.03	\$59.88	\$62.87	\$66.02	1
	Annual	107,592.28	112,971.41	118,619.82	124,550.05	130,778.08	137,317.09	
Mgr. of Fiscal Services	Hourly	\$71.41	\$73.66	\$78.73	\$82.67	\$86.80	\$91.15	1
	Annual	148,542.77	153,211.08	163,768.18	171,956.00	180,553.96	189,581.70	
Asst. General Manager	Hourly	\$85.70	\$89.98	\$94.48	\$102.12	\$104.17	\$109.37	1
	Annual	178,249.76	187,162.01	196,520.02	212,415.72	216,664.01	227,497.25	
General Manager	Hourly	173.75						1
	Annual	361,398.59	Flat Rate					