

Memorandum of Understanding
between
Sacramento Area Sewer District
and
Sacramento Area Sanitation District Employees’
Association – for Employee Group 2 Administrative



October 19, 2025, through June 24, 2028

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Preamble

This Memorandum of Understanding between Sacramento Area Sewer District (SacSewer) and Sacramento Area Sanitation District Employees' Association (SASDEA) for Group 2 Administrative has as its purpose the promotion of harmonious labor relations between SacSewer and SASDEA, and the establishment of wages, hours of work, and other terms and conditions of employment pursuant to Government Code Section 3504.

Article 1 - Association Rights

1.1. Recognition

SacSewer recognizes SASDEA as the sole and exclusive representative for classifications listed in Appendix "A" Recognition.

1.2. New Employee Orientations

New Employee Orientations (NEO) will generally be held biweekly at SACY. SASDEA will be provided with a breakout room to meet with new employees assigned to the bargaining unit for thirty (30) minutes. Human Resources will provide SASDEA with a list of employees and their contact information at the NEO. One (1) representative will be provided thirty (30) minutes of release time plus travel time to attend the NEO. Human Resources will provide SASDEA with the yearly schedule of the NEOs before December 15 of the preceding calendar year. The parties agree that this complies fully with Cal. Gov. Code § 3556.

1.3. Dues

Upon certification from SASDEA that an employee has signed an authorization for the deduction of dues, SacSewer will make payroll deductions in an amount to be determined by SASDEA and communicated to SacSewer. SacSewer will remit deductions to SASDEA. Employee requests to cancel dues deductions will be directed to SASDEA. Upon notification from SASDEA that an employee has canceled membership dues, SacSewer will cease dues deductions from the employee's paycheck effective the next full pay period. SASDEA indemnifies SacSewer for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

1.4. List of Employees

SacSewer will provide the President and Secretary with a digital file quarterly via email containing the following information, if available: the employee's name, classification, work location, work email address, and work telephone number, and bargaining unit.

SacSewer will notify SASDEA anytime an employee in the bargaining unit moves to another bargaining unit.

1.5. Association Release Time

The annual release time authorized for SASDEA Board Members is as follows:

- President 120 hours
- Vice-President 80 hours
- Secretary 80 hours
- Treasurer 80 hours
- Representatives-at-large 80 hours

- a) The above release time hours are attached to the position, not the individual. In the event a position is vacated and filled by another employee, the hours utilized by the previous employee are counted towards the total hours available to the position for the year.
- b) SASDEA will be charged the fully loaded hourly rate per employee for the number of hours utilized by SASDEA, up to the maximum hours listed above.
- c) The Treasurer and President will be provided a monthly invoice with the charges incurred for the previous month. The invoice will include the employee's name, classification, date, hours, and total amount due. Payment is due within thirty (30) days from the date of the invoice.
- d) If payment for release time is not received within sixty (60) days of the date of the invoice, release time will be denied until payment is made and the balance is in good standing.
- e) SASDEA will provide reasonable notice of anticipated usage of Association Release time.
- f) SASDEA officers and representatives, at their option, may use accrued vacation leave for association business.

1.6. Access to and Use of Facilities

SASDEA representatives may access SacSewer facilities when its members are working, to observe working conditions, investigate grievances, and conduct other business within the scope of representation. SASDEA representatives who do not have access to a facility within the normal scope of their SacSewer work duties must provide reasonable prior notice to the manager of the facility before entering.

SASDEA may reasonably use meeting spaces at SacSewer facilities for meetings with its members, for preparing to meet and confer with SacSewer, and for other SASDEA meetings. Use of SacSewer facilities is subject to reasonable policies adopted by SacSewer.

1.7. Notice of Meet and Confer

SacSewer will notify SASDEA regarding new or modified job classifications or policies that fall within the scope of representation under the MMBA. SASDEA has fifteen (15) days to request a meet-and-confer. Failure by SASDEA to make a demand to meet and confer within fifteen (15) days constitutes a waiver of any right to meet and confer over the matter. Three (3) members of SASDEA may be on paid release time while attending meetings with SacSewer during the meet-and-confer process.

1.8. Joint Labor Management Committee

Representatives of SacSewer and SASDEA will meet at mutually agreed-upon intervals to discuss issues within the scope of representation. Up to two (2) SASDEA representatives from this bargaining unit may attend Joint Labor Management Committee meetings without loss of pay.

Article 2 - Hours of Work and Overtime

2.1. Work Week

The work week begins at 12:00 AM on Sunday and ends at 11:59 PM on Saturday, except for employees on a 9/80 work schedule.

2.2. Work Week for 9/80 Work Schedule

Employees working a 9/80 work schedule will have a regular day-off every other week as determined by SacSewer. For employees working a 9/80 work schedule, each employee's designated work week begins exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

2.3. Work Schedules

Work schedules are determined at the discretion of the Department Director or designee and are subject to change according to the needs of the department or SacSewer. Employees will be given a minimum of fourteen (14) days' notice before a change in their assigned work schedule or location. Employees must be in attendance and at work during the hours specified by the supervisor. Employees may be assigned to any of the following work schedules:

- (a) 5/8: The 5/8 schedule consists of five (5) consecutive workdays of eight (8) hours followed by two (2) consecutive days off.
- (b) 4/10: The 4/10 schedule consists of four (4) consecutive workdays of ten (10) hours followed by three (3) consecutive days off.

- (c) 9/80: The 9/80 schedule consists of four (4) consecutive workdays of nine (9) hours plus an extra day-off every other week and four (4) consecutive workdays of nine (9) hours plus one workday of eight (8) hours on the balance of the work weeks.

2.4. Meal Periods

A minimum of a 30-minute non-compensated meal period is provided to employees who work more than five (5) hours in a workday. Employees who work two (2) or more hours of overtime consecutive to their shift may take an additional 30-minute non-compensated meal period. Employees are responsible for taking their meal period at a time designated by the supervisor.

2.5. Rest Periods

A 15-minute compensated rest period is provided to employees for each four-hour period of service. The rest period must be taken at a time designated by the employee's supervisor, in accordance with the requirements of the department. Rest periods may not be combined to shorten the workday or to extend the meal period and will not be scheduled within one (1) hour of the beginning or end of the work shift.

2.6. Overtime

Overtime is all hours an employee works in excess of forty (40) hours in their designated FLSA work period. Overtime is paid at the rate of one and a half (1 ½) times the employee's regular rate of pay. All paid time counts as hours worked toward the calculation of overtime. Employees who are directed to work overtime must do so.

Article 3 - Wages

3.1. Benchmark Classifications

The following classifications are Benchmark Classifications: Accounting Technician, Assistant Business Analyst, Contract Services Officer, Engineering Technician, Environmental Specialist II, Geographic Information Systems Analyst, Information Technology Infrastructure Analyst, Office Specialist, Public Information Officer, and Process Control Systems Analyst.

3.2. Wages

Effective October 19, 2025, the Geographic Information Systems Technician III, Senior Information Technology Analyst and all benchmark classifications except for the Assistant Business Analyst and the Geographic Information Systems Analyst will receive a Cost of Labor Adjustment (COLA) of four-point-five percent (4.5%).

Effective June 28, 2026, the Geographic Information System Technician III, the Senior Information Technology Analyst, and all benchmark classifications except for the Assistant Business Analyst will receive a COLA equal to the U.S. Bureau of Labor

Statistics Employment Cost Index (ECI) for the December-to-December movement of the ECI for the previous 12 months.

Effective June 27, 2027, the Geographic Information System Technician III, the Senior Information Technology Analyst, and all benchmark classifications except for the Assistant Business Analyst will receive a COLA equal to the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for the December-to-December movement of the ECI for the previous 12 months.

3.3. Equity Adjustments

The classifications below will receive equity adjustments as follows:

| Classifications: | 10/19/2025 | 6/28/2026 | 6/27/2027 |
|---|------------|-----------|-----------|
| Accounting Technician | 6.50% | 6.50% | 6.50% |
| Contract Services Officer | 9.50% | 9.50% | 9.50% |
| Engineering Technician | 7.50% | 7.50% | 7.00% |
| Environmental Specialist II | 8.25% | 8.25% | 8.00% |
| Information Technology Infrastructure Analyst | 6.25% | 6.25% | 6.00% |
| Office Specialist | 8.00% | 7.75% | 7.75% |
| Process Control Systems Analyst | 5.50% | | |
| Public Information Officer | 6.00% | 3.25% | |

Equity adjustments are additive and not compounded with wage adjustments in 2.1 Wages.

3.4. Benchmark Relationships

| Classifications | Benchmark Classifications | Spread |
|-------------------------------|----------------------------|---------|
| Account Clerk | Accounting Technician | -16.00% |
| Assistant Engineer | Associate Civil Engineer | -16.00% |
| Assistant Electrical Engineer | Associate Civil Engineer | -16.00% |
| Assistant Mechanical Engineer | Associate Civil Engineer | -16.00% |
| Associate Business Analyst | Assistant Business Analyst | 10.25% |

| | | |
|--|--|---------|
| Contract Services Specialist | Contract Services Officer | -21.75% |
| Data Management Technician | Engineering Technician | 10.25% |
| Environmental Health & Safety Technician | Environmental Health & Safety Specialist | -21.75% |
| Environmental Legislative & Regulatory Affairs Analyst | Principal Civil Engineer | -38.25 |
| Environmental Specialist I | Environmental Specialist II | -10.25% |
| Environmental Specialist III | Environmental Specialist II | 10.25% |
| Fleet Compliance Coordinator | Equipment Technician | 3.00% |
| Fleet Coordinator | Equipment Technician | 3.00% |
| Information Technology (IT) Applications Analyst | IT Infrastructure Analyst | 0.00% |
| Information Technology Business Systems Analyst | IT Infrastructure Analyst | 0.00% |
| Information Technology Systems Services Analyst | IT Infrastructure Analyst | 0.00% |
| Information Technology Systems Service Technician | IT Infrastructure Analyst | -27.75% |
| Office Assistant | Office Specialist | -10.25% |
| Planner Scheduler | Planner Scheduler Supervisor | -10.25% |
| Principal Data Management Technician | Engineering Technician | 32.75% |
| Principal Engineering Technician | Engineering Technician | 21.75% |
| Public Information Specialist | Public Information Officer | -10.25% |
| Real Estate Officer | Risk Analyst | 0.00% |
| Senior Account Clerk | Accounting Technician | -10.25% |
| Senior Accountant | Accounting Technician | 44.00% |
| Senior Data Management Technician | Engineering Technician | 21.75% |
| Senior Engineering Technician | Engineering Technician | 10.25% |
| Senior Information Technology Business System Analyst | IT Infrastructure Analyst | 10.25% |
| Senior Information Technology Infrastructure Analyst | IT Infrastructure Analyst | 10.25% |
| Training & Organizational Development Specialist | Training & Organizational Development Supervisor | -21.75% |

Spread is determined for subordinate relationships by dividing one (1) plus the positive number by the benchmark classification. Spread is determined for positive relationships by multiplying one (1) plus the positive number by the benchmark classification.

3.5. Salary Survey

When conducting a salary survey, only benchmark classifications and the following agencies will be used: Central Contra Costa Sanitary District, City of Roseville, City of Sacramento, City of San Jose, Dublin-San Ramon Services District, East Bay Municipal Utilities District, Eastern Municipal Water District, El Dorado Irrigation District, Orange County Sanitation District, and Union Sanitary District.

Additionally, each salary survey will include the following data points that are available to new hires: Top Salary Step, Education Pay – maximum, Certificate Pay – maximum, Longevity Pay – maximum, Health Benefits – employer’s maximum contribution towards family medical, dental, and vision, Employer Deferred Compensation Contribution, Employer Social Security Contribution, and Employee pickup of Employer Pension Costs using the PEPRA Retirement tier.

The median of the salary survey will be identified.

Article 4 - Salaries and Incentives

4.1. Longevity Pay

Employees who complete ten (10) years of full-time service receive longevity pay in the amount of two and a half percent (2.5%) of their base rate of pay. Employees who complete fifteen (15) years of full-time service receive an additional two and a half percent (2.5%) of their base rate of pay. Employees who move from Sacramento County employment to SacSewer employment on December 15, 2024, will have their current continuous Sacramento County time and SacSewer time count towards Longevity Pay.

4.2. Bilingual Pay

Employees in authorized assignments who speak and/or write in a language other than English, and who can do so fluently, as determined by SacSewer, receive Bilingual Pay in the amount of four percent (4.0%) of their base rate of pay.

4.3. Standby Pay

Employees required to remain on standby are paid one (1) hour of straight time for each four-hour standby shift, whether or not they are called to work.

4.4. Call-Back Pay

Employees called back to work at a physical work site will receive a minimum of two (2)

hours' overtime compensation per shift. Call-back pay is in addition to standby pay.

4.5. Remote Response Pay

Employees who are not called-in to work but who respond to a phone call or remotely connect to work systems will be compensated for a minimum of thirty (30) minutes of overtime per incident.

4.6. Supervisor Pay

Employees assigned to supervise or lead a shift in the absence of a supervisor or lead for a minimum of one (1) shift will receive Supervisor Pay in the amount of five percent (5.0%) of their base rate of pay for that shift.

Article 5 - Education and Certificates

5.1. Engineer in Training Certification Pay

Employees in the classifications of Engineering Technician, Senior Engineering Technician, and Principal Engineering Technician who possess a valid Engineer in Training Certification will receive Engineer in Training Certification Pay in the amount of five percent (5.0%) of their base rate of pay.

5.2. Professional Engineer Registration Pay

Employees in the classifications of Assistant Civil Engineer and Assistant Mechanical Engineer who possess a valid State of California Professional Engineer Registration related to their discipline will receive Professional Engineer Registration Pay in the amount of five percent (5.0%) of their base rate of pay.

5.3. Plans Examiner Pay

Employees in the classification of Principal Engineering Technician who are assigned in writing as plans examiners receive Plans Examiner Pay in the amount of five percent (5.0%) of their base rate of pay.

Article 6 - Holidays

6.1. Holidays

Employees receive the following holidays with pay:

- New Year's Day
- Martin Luther King Jr. Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day

- Juneteenth
- Independence Day
- Labor Day
- Indigenous People’s Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- December 25

For employees whose normal work schedule does not include Saturday and Sunday, if New Year’s Day, Independence Day, Lincoln’s Birthday, Washington’s Birthday, Cesar Chavez Day, Juneteenth, or December 25 falls on a Sunday, the following Monday is treated as the holiday. If any of those holidays fall on a Saturday, the preceding Friday is treated as the holiday.

6.2. “Eve” Leave

Employees may use four (4) hours of eve leave that may only be used on December 24 or New Year’s Eve. Any time not used will be paid on the paycheck that includes New Year’s Eve.

6.3. Holiday Pay

Employees who do not receive Holiday in Lieu receive eight (8) hours of pay for each Holiday. Employees who are required to work on a holiday receive holiday pay and pay for the actual time worked on the holiday.

Article 7 - Leaves

7.1. Vacation

Employees earn vacation leave while in paid status up to a maximum of 400 hours. Employees accrue vacation time according to their full-time status and the number of consecutive years the employee has worked for SacSewer as follows:

| <u>Consecutive Full Time Years of Service</u> | <u>Received Hours per Pay Period of Paid Status</u> |
|---|---|
| Less than 3 years | 3.1 |
| 3-6 years | 4.6 |
| 6-9 years | 5.5 |
| 9-10 years | 5.8 |
| 10-11 years | 6.2 |
| 11-12 years | 6.5 |
| 12-13 years | 6.8 |
| 13-14 years | 7.1 |
| 14-15 years | 7.4 |
| More than 15 years | 7.7 |

Upon twenty-five (25) years of service with SacSewer, employees will receive a one-time accrual of eight (8) hours of vacation. Unpaid time does not count towards years of service. Employees accrue vacation based on their cumulative full-time public sector employment with the State of California, or a California county, city, local agency, or special district. Employees must submit the Prior Public Service Verification Form with attached documentation to Human Resources for verification. Vacation accrual rate adjustments will take effect on the first full pay period following validation by the Human Resources Manager or designee.

7.2. Vacation Cash-Out

By November 1 of each year, employees who have at least one hundred (100) hours of vacation may make an irrevocable election to cash out up to forty (40) hours vacation that will accrue in the next calendar year. The employee can elect to receive the cash-out on the second paycheck in July or the second paycheck in December.

7.3. Sick Leave

Employees who are in a paid status accrue four point six (4.6) hours of sick leave per pay period. Accrued sick leave carries over from year to year. No accrual limit applies. Sick leave is not subject to cash-out during and/or at the end of employment.

7.4. Sick Leave Cash-Out Upon Retirement

Employees in Appendix "C" Sick leave Cash-out Upon Retirement who moved from Sacramento County employment to SacSewer employment on December 15, 2024, upon retirement, may cash-out one-half (50%) of their accrued sick leave. The remaining balance of sick leave is credited as service towards retirement.

7.5. Sick Leave Cash-Out Upon Death

Employees in Appendix "D" Sick leave Cash-out Upon Death who die while an active employee will have all their accrued sick leave converted to cash and paid to their beneficiary pursuant to Section 9.6 below.

7.6. Bereavement Leave

Employees who have been employed by SacSewer for at least thirty (30) days are entitled to five (5) days of protected bereavement leave in the event of the death of a "family member." Employees will also receive forty (40) hours of paid leave that must be used concurrently with any bereavement leave taken. Employees must first utilize any available, unused vacation or sick leave for the remaining portion of any unpaid bereavement leave.

A "family member" means any parent, spouse, registered domestic partner, child, child of an employee's registered domestic partner, grandchild, great grandchild, grandparent,

great grandparent, grandparent in-law, brother, brother-in-law, brother and sister of an employee's registered domestic partner, sister, sister-in-law, registered domestic partner's brother and sister, mother-in-law, father-in-law, mother and father of an employee's registered domestic partner, or the death of any child or close relative who resided with the employee at the time of death.

An employee who utilizes bereavement leave must notify their supervisor or Department Director or designee of the intent to use such leave. Employees may use such leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of a "family member." SacSewer may request an employee seeking bereavement leave to provide documentation to support the leave.

7.7. Jury Duty

Employees are allowed time off with pay in connection with jury duty. Employees must notify their appointing authority upon receiving notice of jury duty.

Article 8 - Health and Welfare

8.1. Medical

SacSewer contracts for employees, retirees, and their dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA). Employees must enroll in SacSewer's sponsored dental plan. SacSewer contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

| Tier | Medical Benefit | Cafeteria Plan | Total Benefit |
|----------------------|-----------------|----------------|---------------|
| Employee only | Note 1 | Note 2 | Note 3 |
| Employee plus one | Note 1 | Note 2 | Note 4 |
| Employee plus family | Note 1 | Note 2 | Note 5 |

Note 1: The Medical Benefit equals the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is 80% of the employee only Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 4: The total benefit is 80% of the employee plus one Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 5: The total benefit is 80% of the employee plus family Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Effective plan year 2026, SacSewer contributes up to the following amounts towards

employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit equals the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is 90% of the employee only Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 4: The total benefit is 90% of the employee plus one Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 5: The total benefit is 90% of the employee plus family Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

8.2. Medical-in-Lieu

Employees listed in Appendix “B” Medical-in-Lieu will continue receiving medical-in-lieu as identified in the appendix. If at any time the employee enrolls in SacSewer medical insurance, they will no longer be eligible for medical-in-lieu.

8.3. Dental Insurance

SacSewer provides employees and their covered dependents basic dental insurance.

8.4. Vision Insurance

SacSewer provides employees and their covered dependents basic vision insurance.

8.5. Life Insurance

SacSewer provides employees with \$50,000 of life insurance.

8.6. Supplemental Life Insurance

Employees may purchase additional life insurance for themselves and their dependents, at their expense.

8.7. Employee Assistance Program

SacSewer provides employees and their dependents an Employee Assistance Program (EAP). Employees may contact Human Resources for details.

8.8. Flexible Spending Accounts

Employees may contribute to the extent provided by law to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses,

deductibles, and co-payments.

8.9. IRS 125 Dependent Care Spending Plan

Employees may contribute to the extent provided by law to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

Article 9 - Retirement Plan

9.1. Retirement Tier 2

Employees hired between September 27, 1981, and June 26, 1993, who did not convert some or all service credits to Miscellaneous Tier 3 receive Miscellaneous Retirement Tier 2 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation. These employees pay up to fifty percent (50.0%) but not more than allowable under California Government Code 31631.5(a)(1) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

9.2. Retirement Tier 3

Employees hired after June 26, 1993, and before January 1, 2012, receive Miscellaneous Retirement Tier 3 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation and have a two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay up to fifty percent (50.0%) but not more than allowable under California Government Code 31631.5(a)(1) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

9.3. Retirement Tier 4

Employees hired after December 31, 2011, who are not classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013 receive Miscellaneous Retirement Tier 4 – 1.92% at age 60 formula with a final compensation based on the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay up to fifty percent (50.0%) but not more than allowable under California Government Code 31631.5(a)(1) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

9.4. Retirement Tier 5

Employees hired after December 31, 2012, who are classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013, receive Miscellaneous Retirement Tier 5 – 2% at age 62 formula with a final compensation based upon the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the total normal cost as defined in the

County Employees' Retirement Law of 1937.

9.5. Disability Retiree-Return Rights

A person who formerly held permanent status and was placed on disability retirement, who is subsequently determined by the retirement board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730, and who is returned to SacSewer service, will have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits will be based on service at the time of retirement.

9.6. Sick Leave Conversion at Retirement

Unused sick leave may be converted to additional service credits as permitted under applicable retirement system laws and regulations.

9.7. Deferred Compensation

Employees are eligible to participate in SacSewer's Deferred Compensation Plan to the extent provided by law. Employees who contribute to their 457(b) account will receive a matching contribution in one percent (1.0%) increments up to a maximum of three percent (3.0%) of the employee's annual base salary. SacSewer's match will be placed into the employees' 401(a) account.

Article 10 - Allowances and Reimbursement

10.1. Boot Allowance

Employees receive a three hundred and fifty dollar (\$350.00) voucher every two (2) years for the purchase of safety boots, insoles, laces, and socks. Boots must meet the American National Standards Institute (ANSI) Standard Z41.1 Rating 75.

Employees who regularly go out to the field may be provided a second voucher as needed, with supervisor approval.

10.2. Safety Glasses

SacSewer provides and replaces safety glasses, including prescription glasses to employees when required by SacSewer.

10.3. Tuition Reimbursement

Employees may receive up to three thousand dollars (\$3,000) per year for tuition reimbursement from an accredited college, prep and certification courses related to job classification, registration fees, and mandated educationally related materials. To qualify for the reimbursement, the employee must obtain a grade of "C" or better or "pass" when taken as pass/fail.

10.4. Transit Pass Reimbursement

SacSewer reimburses employees who purchase a Transit Pass up to seventy-five dollars (\$75.00) per month.

10.5. Water and Wastewater Certificate Reimbursement

SacSewer reimburses employees for the fees to obtain or renew State of California Water and Wastewater Certification examinations.

10.6. Professional Registration

SacSewer reimburses Assistant Engineers for fees charged by the State of California to obtain or renew their required professional registrations.

SacSewer may reimburse Assistant Engineers for fees charged by the State of California to obtain or renew voluntary professional registrations. Employees must have prior approval from their Director.

Article 11 - Grievance Procedure

11.1. Definition of a Grievance

A grievance is an alleged violation of a specific provision of this Agreement that adversely affects the employee and that contains all the information listed in the "Statement of the Grievance" below. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, discipline, release from probation, or the decision regarding an employee's ability to telework.

11.2. Definition of a Grievant

A "Grievant" is defined as an employee, group of employees, or SASDEA who has a good faith belief that SacSewer has committed a grievance.

11.3. Statement of the Grievance

A concern is not a grievance unless the affected employee is able to state each of the following: 1) the date of the alleged violation; 2) the specific provision(s) of this Agreement that was allegedly violated; 3) a description of all known facts regarding how the alleged violation occurred; and 4) a list of all known persons who are witnesses or are involved. The grievant may use a SacSewer form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

11.4. Timelines

Failure of SacSewer to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the

time limits of the grievance procedures constitutes settlement and resolution of the grievance based on the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

11.5. Procedures

- (a) Step I Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with their immediate supervisor no later than fourteen (14) days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- (b) Step II Department Director or designee: If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to their Department Director or designee. The employee must submit the Statement of the Grievance within twenty-eight (28) days after the grievant first became aware that a grievance has occurred. The Department Director or designee will consider, discuss the grievance with the grievant, and/or investigate as they deem appropriate, and will, within fourteen (14) days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant.
- (c) Step III Human Resources Manager or designee: If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the Department Director or designee to the Human Resources Manager or designee. An appeal must be filed within fourteen (14) days of the date of the Department Director or designee's written decision. The Human Resources Manager or designee will consider and discuss the grievance with the grievant, and/or investigate as they deem appropriate, and will, within fourteen (14) days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant.
- (d) Step IV Arbitration: If SASDEA believes that the grievance has not been resolved through Step III, SASDEA may appeal the grievance decision of the Human Resources Manager to arbitration. The request for arbitration must be filed in writing with the Human Resources Manager within fourteen (14) days of the date of the Human Resources Manager's or designee's written decision.
 - 1) SASDEA and SacSewer may mutually select an arbitrator. If the parties disagree on an arbitrator, they will make a joint request to the State Mediation and Conciliation Service for a list of five (5) or more qualified arbitrators. The parties will alternate striking names from the list, and the remaining person will be accepted as the arbitrator. The parties will flip a coin to see who strikes first.
 - 2) The arbitrator will only interpret the Agreement and in no instance add to, delete from, or amend any part thereof. The arbitrator's decision is final and binding on SacSewer, SASDEA, and the employee.

- 3) The fees of the arbitrator and any court reporter, if any, will be shared equally by SASDEA and SacSewer.
- 4) Employees will not suffer any loss of compensation for time spent in attendance at the arbitration hearing. SASDEA will reasonably limit the number of witnesses it requests to attend the hearing. SacSewer and SASDEA will each make their best efforts to schedule their witnesses efficiently to minimize unnecessary waiting time for testimony.

Article 12 - Discipline Procedure

12.1. Cause for Discipline

Probationary employees may be disciplined or separated at-will, with or without cause, and without the disciplinary procedures listed below. Employees may be disciplined for, including but not limited to, any of the following:

- (a) Violation of any department rule, SacSewer policy, regulation, ordinance, or resolution;
- (b) Absence without authorized leave or tardiness;
- (c) Excessive absenteeism and/or tardiness as defined by the employee's Department Director or designee, and/or these Policies;
- (d) Use of leave from work in a manner not authorized or provided for under SacSewer policies;
- (e) Knowingly making any false representation or statement, or making any omission of a material fact;
- (f) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- (g) Unsatisfactory job performance;
- (h) Inefficiency;
- (i) Damaging any SacSewer property, equipment, resource, or vehicle, or the waste of SacSewer supplies through negligence or misconduct.
- (j) Insubordination; or insulting or demeaning the authority of a supervisor or manager;
- (k) Dishonesty;
- (l) Theft;

- (m) Violation of SacSewer's or a department's confidentiality policies, or unauthorized disclosure of confidential SacSewer information to any unauthorized person or entity;
- (n) Misuse or unauthorized use of any SacSewer property, including, but not limited to physical property, electronic resources, supplies, tools, equipment, SacSewer communication systems, SacSewer vehicles, or intellectual property;
- (o) Mishandling of public funds;
- (p) Falsifying or tampering with any SacSewer record, including work time or financial records;
- (q) Discourteous or offensive treatment of the public or other employees;
- (r) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
- (s) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
- (t) Unapproved outside employment, activity, or other enterprise that constitutes a conflict of interest with service to SacSewer;
- (u) Any unprotected conduct that impairs, disrupts or causes discredit to SacSewer, to the public service, or other employee's employment;
- (v) Reckless or unsafe conduct;
- (w) Working overtime without prior authorization or refusing to work assigned overtime;
- (x) Carrying firearms or other dangerous weapons while on duty when not required by job duties; or
- (y) Horseplay or fighting.

12.2. Types of Counseling, Reprimands, and Discipline

SacSewer may impose disciplinary action including but not limited to the following:

- (a) **Counseling Memo:** A counseling memo is a document provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline appeal procedures described below.

- (b) Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.
- (c) Written Reprimand: A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. A written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file if the employee submits the rebuttal to the Human Resources Manager or designee within fourteen (14) days after the reprimand is received.

If there is no discipline of a similar nature for two (2) years from the date of the incident, the disciplinary documents will be removed from the employee's file upon the employee's request.

- (d) Suspension without Pay: SacSewer may suspend an employee from their position without pay for cause. Documents related to a suspension will become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. A suspension without pay is subject to the discipline and discipline appeal procedures described below.

If there is no discipline of a similar nature for five (5) years from the date of the incident, the disciplinary documents will be removed from the employee's file upon the employee's request.

- (e) Reduction in Pay or Paid Leave: SacSewer may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: (1) a decrease in salary to a lower step within the salary range; (2) a decrease in salary paid to an employee for a fixed period; or (3) loss of accrued vacation. Documents related to a reduction in pay will become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline and discipline appeal procedures described below.

If there is no discipline of a similar nature for five (5) years from the date of the incident, the disciplinary documents will be removed from the employee's file upon the employee's request.

- (f) Demotion: SacSewer may demote an employee from their position to a lower position for cause. Documents related to a demotion will become part of the employee's personnel file when the demotion is final and documented in the

performance evaluation. Demotion is subject to the discipline and discipline appeal procedures described below.

- (g) Dismissal: SacSewer may dismiss an employee for cause from their position without right of reemployment at SacSewer. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

12.3. Pre-Discipline Procedures

The following pre-discipline procedures only apply to SacSewer's for-cause employees. The following discipline procedures apply only to suspension without pay, reduction in pay, reduction of paid leave, demotion, and dismissal.

- (a) "Skelly" Notice of Intended Disciplinary Action to Employee: A written notice of the intended disciplinary action will be given to the employee and will include the following information:

- 1) The level of the intended discipline;
- 2) The specific charges that support the intended discipline;
- 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- 4) A copy of all materials upon which the intended discipline is based;
- 5) Notice of the employee's right to respond to the Department Director or designee regarding the intended discipline within five (5) days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
- 6) Notice of the employee's right to have a representative of their choice at the *Skelly* conference; and
- 7) Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

- (b) Response by Employee and *Skelly* Conference: If the employee requests a *Skelly* conference, the Human Resources Manager or designee will conduct an informal conference with the employee. During the informal conference, the employee will have the opportunity to rebut the charges against them and present any mitigating circumstances. The Human Resources Manager or designee will consider the employee's presentation before making a final determination about the proposed disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

- (c) Final Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee's written response, the Human Resources Manager or designee will: (1) take no disciplinary action; (2) modify the intended discipline; (3) recommend SacSewer issue an amended Skelly notice containing new evidence and/or change; or (4) impose the intended disciplinary action. In any case, the Human Resources Manager or designee proceeds with disciplinary action, they will provide the employee with a notice that contains the following:
- 1) The level of discipline, if any, to be imposed and the effective date of the discipline;
 - 2) The specific charges upon which the discipline is based;
 - 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 - 4) A copy of all materials upon which the discipline is based; and
 - 5) A reference to the employee's appeal right and deadline to appeal.
- (d) Delivery of the Final Notice of Discipline: The final notice of discipline will be either provided directly to the employee by the District or sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying SacSewer or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

12.4. Post-Discipline Appeal Procedures

The following post-disciplinary appeal procedures only apply to SacSewer's for-cause employees. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, reduction in leave, and dismissal.

- (a) Request for Appeal Hearing: An employee may submit a written request for appeal to the Agency Administrator or designee within fourteen (14) days from: (1) receipt of the final notice of discipline; or (2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- (b) Administrative Law Judge (ALJ): The Human Resources Manager or designee will contact the California Office of Administrative Hearings to assign an ALJ as the hearing officer for any employee requesting an appeal hearing.
- (c) Date and Time of the Appeal Hearing: Once the ALJ has been designated, the Human Resources Manager or designee will set a date for an appeal hearing and will be responsible for notifying the employee about the time and place of the hearing and notifying the ALJ of the nature of the proceeding. The employee will

be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.

- (d) Prehearing Notice of Witnesses and Evidence: No later than ten (10) days before the hearing date, each party will provide the other and the ALJ a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. SacSewer will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
- (e) Subpoenas: Upon the request of either party, or upon their own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their/its own subpoenas. SacSewer employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. SacSewer employees who are subpoenaed to testify during non-working hours will be compensated for the actual time spent testifying.
- (f) Continuances: The ALJ may continue a scheduled hearing only upon good cause shown or when the parties mutually agreed to continue the hearing.
- (g) Record of the Appeal Hearing: The hearing will be recorded, either electronically or by a court reporter, at the option of SacSewer. If SacSewer orders a transcript or makes a transcript of the recording, SacSewer will notify the employee within three (3) days of ordering or making the transcript and will provide a copy of the transcript after the employee pays for the duplication cost.
- (h) Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person they may select.
- (i) Employee Witnesses: SacSewer employees called as witnesses to the hearing serve without loss of pay.
- (j) Conduct of the Hearing:
 - 1) Sworn Testimony: All witnesses will be sworn in prior to testifying. The hearing officer or court reporter will request each witness to raise their hand and respond to the following: "Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"
 - 2) Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings will be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges will be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be

- excluded. The ALJ will determine the relevance, weight and credibility of testimony and evidence.
- 3) Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, will be excluded from the hearing.
 - 4) Burden of Proof: SacSewer has the burden of proof by the preponderance of the evidence.
 - 5) Professionalism: All parties and their attorneys or representatives will not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the ALJ.
 - 6) Costs: The fees of the ALJ will be shared equally by SASDEA and SacSewer.
 - 7) Closed Hearing: Unless otherwise stipulated, a hearing is closed to the public and conducted in an informal manner under the direction and authority of the ALJ.
- (k) Presentation of the Case: The parties will address their remarks, evidence, and objections to the ALJ. The ALJ may terminate argument at any time and issue a ruling regarding an objection or any other matter. The ALJ may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the ALJ directs otherwise:
- 1) SacSewer is permitted to make an opening statement;
 - 2) The employee is permitted to make an opening statement;
 - 3) SacSewer will produce its evidence;
 - 4) The employee will produce its evidence;
 - 5) SacSewer, followed by the employee, may present rebuttal evidence; and
 - 6) Verbal closing arguments of no more than thirty (30) minutes may be permitted at the discretion of the ALJ. SacSewer argues first, the employee argues second, and if SacSewer reserved a portion of its time for rebuttal, SacSewer may present a rebuttal. A party may waive making a verbal closing argument if it is allowed to submit a written brief.
- (l) Written Briefs: Either party may request to submit a written brief and/or a draft decision. The ALJ will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- (m)ALJ's Decision: Within sixty (60) days of the conclusion of the hearing, the ALJ will make written findings, rulings of law (if any), and a binding decision as to the discipline. The decision of the ALJ is final. There is no process for reconsideration.

(n) Proof of Service of the Written Findings and Decision: SacSewer will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties’ representatives were mailed the final written findings and decision. It will be the responsibility of the employee to inform SacSewer of their address. A copy of the decision will also be provided to the Human Resources Manager or designee.

Article 13 - Miscellaneous

13.1. Severability

If any article or section of this Agreement is found invalid, unlawful, or unenforceable because of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections remain in full force and effect. In the event of invalidation of any provision, SacSewer and SASDEA will meet within thirty (30) days to meet and confer in an attempt to agree upon a replacement of the provision.

13.2. No Strike

SASDEA agrees that during the term of this Agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing, sympathy strikes, sickouts or any other similar actions which would involve suspension of or interference with the normal work of SacSewer. If any concerted action as described above occurs, SASDEA will notify its members that their activity violates this Agreement and will notify them that the concerted action must cease, and the members must return to work.

SASDEA must take whatever legal action is necessary to ensure that its members return to work. Failure to do so may result in SacSewer sanctioning SASDEA.

Article 14 - Term

This Memorandum of Understanding is effective October 19, 2025, and remains in full force and effect through June 24, 2028.

Date: _____

Date: _____

SACSEWER

SASDEA

Christoph Dobson, District Engineer

Brandon Largent, SASDEA Attorney

Matt Doyle, Director of Internal Services

Casey McCutcheon, President

Appendix "A" Covered Classifications

Account Clerk
Accounting Technician
Assistant Business Analyst
Assistant Civil Engineer
Assistant Electrical Engineer
Assistant Mechanical Engineer
Associate Business Analyst
Contract Services Officer
Contract Services Specialist
Data Management Technician
Engineering Technician
Environmental Health & Safety Technician
Environmental Legislative & Regulatory Affairs Analyst
Environmental Specialist I/II/III
Fleet Compliance Coordinator
Fleet Coordinator
Geographic Information Systems Analyst
Geographic Information Systems Technician III
Information Technology Applications Analyst
Information Technology Business Systems Analyst
Information Technology Infrastructure Analyst
Information Technology Systems Service Analyst
Information Technology Systems Service Technician
Office Assistant
Office Specialist
Planner Scheduler
Principal Data Management Technician
Principal Engineering Technician
Process Control Systems Analyst
Public Information Officer
Public Information Specialist
Real Estate Officer
Senior Account Clerk
Senior Accountant
Senior Data Management Technician
Senior Engineering Technician
Senior Information Technology Analyst
Senior Information Technology Business Systems Analyst
Senior Information Technology Infrastructure Analyst
Training & Organizational Development Specialist

Appendix “B” Medical-in-Lieu

The below employees receive eight hundred and ninety-four dollars and fifty-two cents (\$894.52) per month in-lieu of medical insurance.

Eddie Eichberger
Jack Ortega

The below employees receive five hundred and thirty-five dollars (\$535.00) per month in-lieu of medical insurance.

Robert Armstrong
Rosemary Clark
Christoph Dobson
Michael Evans
Aaron Gonzalez
Craig Hill
Mark Hooper
Mark Massello
Bruce O’Roak
Guillermo Robles
Steven Scott
Jodie Sites
Catherine Wild

The below employees receive one hundred and fifty dollars (\$150.00) per month in-lieu of medical insurance.

Louella Magtoto
Chiho Murray
Derek M Chappelle
Belinda L Padayachee
Jeffrey M Barros
Gilbert T Perez
Srividhya Ramamoorthy
Carolyn F. Balazs
Ronald J Baptista

Appendix "C" Sick Leave Cash-out Upon Retirement

| | |
|------------------|-------------------------|
| Agustin J Lopez | Lisa Thompson |
| Anna Johnson | Lucia Escobar |
| Anna Nikolaou | Luisa M Gomez |
| Becky Shaffer | Mai-Tram Le |
| Bruce E O'Roak | Mark Wachdorf |
| Bryan Young | Marty Feldmann |
| Carolyn Balazs | Matt Doyle |
| Catherine Wild | Matthew McKimmy |
| Christoph Dobson | Michael Dunbar |
| Craig L Hill | Michael T Redfern |
| Dan Boulger | Mike Crooks |
| Dan Wilson | Mike Huot |
| Dave R Leamer | My Huynh |
| David A. Alaskin | Nicole Coleman |
| Deborah Celestre | Paige Bedegrew |
| Dillon Miele | Patrick K Schroeder |
| Donald Keene | Paul Concannon |
| Gene Laoyan | Paul Sutphin |
| Glen Iwamura | Rosemary Clark |
| Gus A Favolora | Ryan Shewry |
| Heidi Oriol | Sanjay Sivaprasad |
| Helen Hu | Shabab Shams |
| Hope Taylor | Sharon Nichols-Sargeant |
| Jason Haddix | Sonny Lunde |
| Jason Lofton | Srividhya Ramamoorthy |
| Jeff Vail | Steve Nebozuk |
| Jennifer Tigue | Tepa Banda |
| Jeremy Boyce | Thea Durbin |
| John J Hough | Tina Cady |
| Jose Ramirez | Tracey Ruff |
| Joshua Nurmi | Vu Pham |
| Kent Behrends | Will Buhler |
| Kyle Frazier | William Yu |
| Linda M Peters | Yadira I Lewis |
| Linda Stevens | |

Appendix “D” Sick Leave Cash-Out Upon Death

Kent Behrends
Mark Wachdorf
Shabab Shams
Tina Cady
Tracey Ruff