



## MAMMOTH COMMUNITY WATER DISTRICT

Post Office Box 597  
Mammoth Lakes, California 93546-0597

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### **NOTICE OF SPECIAL MEETING**

NOTICE IS HEREBY GIVEN that the President of the Board of Directors of the Mammoth Community Water District has called a **SPECIAL MEETING** to be held **WEDNESDAY, JUNE 24, 2026** at **3:00 P.M.**

***Please Note:***

*Members of the public will have the opportunity to directly address the District Board of Directors concerning any item listed on the Agenda below before or during consideration of that item.*

*For members of the public interested in viewing and having the ability to comment at the public meeting via Zoom, an internet enabled computer equipped with a microphone and speaker or a mobile device with a data plan is required. Use of a webcam is optional. You also may call in to the meeting using teleconference without video. Please use the following*

*information to join the Zoom Videoconference Meeting:*

*<https://zoom.us/j/7609342596> (meeting ID: 760 934 2596) OR*

*Join via teleconference by dialing 1-669-444-9171, 760-934-2596#*

***Please Note:***

*Director Hylton will be participating by video/teleconference from the following location:  
11266 Pine Beach Peninsula, Brainerd, MN 56401*

### **AGENDA**

**3:00 P.M.**

#### **Roll Call**

Directors Cage, Domaille, Hylton, Smith, and Thompson

#### **Current Business**

- 1. Discuss and Consider Ratifying the Successor Memorandum of Understanding (MOU) Between the Mammoth Community Water District (MCWD) and International Union of Operating Engineers, Local Union No. 12 - General Employees Unit (L12)**

2. Discuss and Consider Adopting Resolution No. 06-24-26-17 – First Amendment to FY27 Salary and Authorized Positions Resolution No. 03-19-26-07
  - a. Amending Salary Ranges for Represented Classes; and
  - b. Amending Salary Ranges for Non-Represented Classes and Other Forms of Compensation

## Closed Session

### 1. Conference with Labor Negotiator

Pursuant to Government Code Section 54957.6

District Employee Relations Officer: Clay Murray

Employee Organization: International Union of Operating Engineers, Local Union No. 12

Unrepresented Employees: Management, Supervisory, and Confidential

## Adjournment

*The meeting will be held in the conference room at the District facility located one mile east of Old Mammoth Road on Meridian Boulevard, just off Highway 203, Mammoth Lakes, California.*



CLAY MURRAY  
General Manager

Date of Issuance: Tuesday, June 23, 2026

Posted: MCWD Office

MCWD Website: [www.mcwd.dst.ca.us](http://www.mcwd.dst.ca.us)

cc: Members, Board of Directors

Town of Mammoth Lakes

KMMT, KIBS, KSRW Radio

*In compliance with the Americans with Disabilities Act, if you need a disability related modification or accommodation to participate in this meeting please call Stephanie Hake at (760) 934-2596 at least one full day before the meeting.*

*Documents and material relating to an open session agenda item that are provided to the Mammoth Community Water District Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the District facility located at 1315 Meridian Boulevard, Mammoth Lakes, California.*

## AGENDA ITEM

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**Subject:** Discuss and Consider Ratifying the Successor Memorandum of Understanding (MOU) Between the Mammoth Community Water District (MCWD) and International Union of Operating Engineers, Local Union No. 12 - General Employees Unit (L12)

**Information Provided By:** Chris Weibert, Human Resources Manager

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### **Background**

MCWD and L12 commenced the successor MOU negotiations process in March 2026. After several negotiations meetings, MCWD's proposal was presented to and ratified by L12 members on June 23, 2026.

### **Discussion**

The attached successor MOU amends/modifies specific provisions to its precursor. A redlined version and a final version are both attached. The MOU has been reviewed by MCWD labor counsel. The successor MOU includes the following:

- Term: Three Years, July 1, 2026, through March 31, 2029.
- Compensation: Effective June 28, 2026, adjusts the minimum/lower end and the maximum/upper end of the salary ranges based on MCWD's benefits and compensation study. Increases the employees' wages the same amount as the adjustment, or 3.0%, whichever is greater.

Effective April 1, 2027, increases the minimum/lower end and the maximum/upper end of the salary range for all classifications by 2.5%.

Effective April 1, 2028, increases the minimum/lower end and the maximum/upper end of the salary range for all classifications by 2.5%.

- On Call/Call Back/Standby: Effective June 28, 2026, increases the minimum an employee will be paid to two hours for Call Back Compensation – On Standby Duty.

Effective June 28, 2026, increases standby premium pay to \$65.00/day (Monday through Friday), \$80.00 for Saturday, \$98.00 for Sunday, and \$114.00 per day/holiday.

- Reimbursement for Personal Devices: Effective July 1, 2026, modifies current procedures to reimburse all employees \$45.00 per month.
- Safety Footwear: Effective June 28, 2026, increases reimbursement for safety footwear to \$300.00 per fiscal year and adds the MCWD may approve additional safety footwear due to normal business use and weather considerations.
- Bereavement Leave: Modifies the language but still maintains compliance with state law.

## **Fiscal Impact**

It is estimated the overall fiscal impact to the adopted FY27 budget resulting from the approval of the successor MOU is an increase of approximately \$136,300 to labor and standby costs. There are additional minor cost increases related to the safety footwear allowance and minimum call back hours.

## **Requested Action**

It is recommended the Board approve the attached successor MOU between MCWD and L12.

Attachment(s): Memorandum of Understanding Between MCWD & IUOE, Local Union No. 12 (redlined version)  
Memorandum of Understanding Between MCWD & IUOE, Local Union No. 12 (final version)

# MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

**BETWEEN AND FOR THE**

**MAMMOTH COMMUNITY WATER DISTRICT**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12  
(General Employees Unit)**

**TERM**

**JULY 1, 2026 – MARCH 31, 2029**

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## **ARTICLE I**

### **PARTIES TO THE UNDERSTANDING**

This Memorandum of Understanding (hereafter Agreement) is jointly prepared and executed by representatives of the Mammoth Community Water District (hereafter DISTRICT) and the business manager of the Operating Engineers, Local 12, International Union of Operating Engineers (hereafter UNION) for presentation to, and consideration by, the Board of Directors of DISTRICT. It shall not be binding until adopted by the Board of Directors of DISTRICT.

## **ARTICLE II**

### **RECOGNITION AND SCOPE**

DISTRICT hereby recognizes UNION as an exclusive recognized employee organization for purposes of Government Code Section 3500 et seq. and the Employer-Employee Relations Policy of the DISTRICT. Such recognition shall extend only to the representation of employees holding full-time and part-time positions in the General Employees Unit as defined in the Employer-Employee Relations Policy of the DISTRICT.

## ARTICLE III

### DISTRICT RIGHTS

#### A. IN GENERAL

All DISTRICT rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with DISTRICT.

#### B. RIGHTS ENUMERATED

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive DISTRICT rights with respect to matter of general legislative or managerial policy which include but are not limited to: the exclusive right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct, and assign its employees; require overtime work; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of DISTRICT operations; determine the methods, means and personnel by which DISTRICT operations are to be conducted; determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. DISTRICT has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

#### C. EMPLOYEE GRIEVANCES NOT IMPAIRED

The exercise of DISTRICT management rights shall not preclude a grievant from presenting a grievance concerning an adverse effect of the exercise of such rights upon him; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.

#### D. CONSULTATION WITH UNION

This Agreement is not intended to restrict the right of DISTRICT to consult with UNION regarding matters within the right of DISTRICT to determine.

#### E. AGENCY SHOP

If during the term of this agreement, there is a change in the law which allows for public employee organizations to have agency shop agreements in a collective bargaining agreement, the parties shall meet within 30 days to add an agency shop provision to this agreement. To the extent allowable by the change in law, the DISTRICT will utilize the agency shop provision contained in the April 1, 2016 – March 31, 2021 MOU.

## **ARTICLE IV**

### **UNION RIGHTS**

#### **A. UNION REPRESENTATION**

DISTRICT recognizes and agrees to deal with designated steward and representatives of UNION on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement.

#### **B. SHOP STEWARDS**

UNION shall designate Shop Stewards, and shall thereupon immediately furnish DISTRICT with their name. Notwithstanding Section A above, the Stewards will not be recognized by DISTRICT until their name is received by the General Manager of the DISTRICT.

#### **C. DUES DEDUCTION AND INDEMNIFICATION**

DISTRICT agrees to deduct and remit to UNION all authorized deductions from UNION members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12.

1. UNION agrees to indemnify, defend, and hold harmless DISTRICT against any claims of any nature and any lawsuit instituted against DISTRICT made or arising from DISTRICT check-off for dues, insurance, or benefit programs of UNION.
2. The written authorization for approved insurance, benefit, and savings programs and the amounts of dues deducted shall be changed by DISTRICT upon written request of an affected employee after notification by UNION.
3. The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between DISTRICT and UNION, unless cancelled in writing within a two week period between June 1 and June 15 of any year.
4. DISTRICT will promptly remit membership fees deducted to UNION, together with a list of the employees who have had said fees deducted. Deductions of membership fees will be made from the first payday of each month; provided, however, that DISTRICT and UNION may make together arrangements by mutual agreement.

**ARTICLE V**

**COMPENSATION  
(Salaries and Wages)**

**A. COMPENSATION ADMINISTRATION**

Employees shall be paid biweekly, with payday falling on the Wednesday following the biweekly pay period end. In the event a payday falls on a recognized holiday, employees will be paid on the last scheduled work day preceding the payday.

**B. SALARY SCHEDULE**

Every represented employee shall be placed in a job classification adopted by the Board of Directors, and shall be paid in accordance with the salary range for that classification. Placement in the salary range shall be determined by the DISTRICT based upon an individual's overall performance in the position including such things as demonstrated skill, ability, aptitude, discipline record, attendance record, and ability to cooperate with DISTRICT management and fellow employees.

**C. SALARIES AND WAGES**

1. Effective June 28, 2026 OR the first pay period following Board adoption, the DISTRICT will adjust employees' wages 3.0% or what is listed below, whichever is greater, and the minimum and maximum of the salary ranges as follows (Exhibit I, Table I):

CLASSIFICATIONS	% INCREASE
Account Clerk I, II, III	3.52%
Administrative Analyst / Permits / Assistant	3.52%
Construction Project Specialist	9.25%
Heavy Equipment Operator & Line Maintenance Worker	9.25%
Information Systems Specialist	8.58%
Inspector	11.07%
Instrumentation Technician	9.25%
Instrumentation Technician Supervisor	0.0%
Laboratory Technician	8.58%
Line Maintenance Tech/Worker I/II/III	9.25%
Mechanical Maintenance Tech/Worker I/II/III	9.25%
Permit Official	3.52%
Plant Maintenance Tech/Worker I/II/III	9.25%
Purchasing Agent	3.52%
Resource Monitoring Specialist/Water Treatment Plant Operator I/II/III	1.42%
Storekeeper	3.52%
Technician Trainee	9.25%
Utility Worker	11.80%
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	1.42%
Wastewater Treatment Plant Operator Trainee I/II/III	1.42%
Water Treatment Plant Operator I/II/III	1.42%
Water/Wastewater Operator In-Training	1.42%

2. Effective April 1, 2027, the minimum/lower end and the maximum/upper end of the salary range for all classifications shall be increased by two and one-half percent (2.5%) as reflected on Exhibit I, Table II.
3. Effective April 1, 2028, the minimum//lower end and the maximum/upper end of the salary range for all classifications shall be increased by two and one-half percent (2.5%) as reflected on Exhibit I, Table III.

**D. OVERTIME AND COMPENSATORY TIME OFF**

1. It is the general policy of the DISTRICT that overtime (OT) is to be discouraged. However, in case of emergency or whenever the public interest requires, DISTRICT management or supervisors, with respect to any employee, may require an employee to perform OT work. No employee shall be entitled to compensation or compensatory time off (CTO) for OT work unless such OT work is authorized and approved.
2. OT is defined as all hours worked in excess of the daily hours limit for a Work Group (see Article X) or 40 hours in a workweek.
  - a. OT shall be compensated at the rate of 1 ½ times the employee's current regular rate of pay.
  - b. Employees who are temporarily assigned, for at least 14 but less than 60 continuous calendar days, to work rotating shifts which require the employee to be scheduled to work on Saturdays and/or Sundays shall receive an additional 5% pay for hours worked on Saturday and/or Sunday. If rotating shifts are assigned for greater than 60 days, the additional compensation shall be adjusted from the 5% rate through the meet and confer process. Standby duty is not considered a rotating shift.
3. CTO: Employees who work OT may, with approval of the department manager or immediate supervisor elect to accrue CTO on a time and one-half basis for each hour of overtime worked in lieu of OT pay. CTO accrual shall be limited to 40 hours. CTO is to be used for time off, and is subject to approval in the same manner as other leave requests (e.g., vacation). Employees who have reached the maximum accrual balance shall be given cash payment for additional OT hours worked until such balance has been reduced below the maximum allowable accrual amount (i.e., 40 hours). The DISTRICT may compensate by cash payment all CTO balances on the last payday in each fiscal year at the current hourly rate of pay, or in any given pay period at the employee's request.

**E. ON CALL/CALL BACK/STANDBY**

It is expressly understood that department management determines and designates divisions/units/sections within their department that may implement on call, call back, and standby. Additionally, department management may determine and designate specific job classes within their department to be solely eligible to receive on call, call back, and standby premium pay. Management retains the exclusive right to determine, designate, and assign on call, call back, and standby duty, and withdraw such assignments.

1. On Call duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours, and they are not prescheduled for standby, where the employee is contacted to respond to a problem (normally by phone/other communication device), and which does not require the employee to return to the work site to respond to the problem. Calls such as attempts to locate an employee or provide information on changes in work schedules are not compensable for the purpose of this provision.
  - a. On Call Compensation: Premium pay for on call contact outside of an employee's normal/regular scheduled work shift/hours requiring a response to a problem by phone/other communication device, and which does not require the employee to physically return to the work site shall be a minimum of one hour, or actual hours worked, whichever is greater, at 1 ½ times an employee's current regular rate of pay. There will be only one, one-hour minimum paid outside of an employee's normal/regular daily work schedule.
  
2. Call Back duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours, whether or not prescheduled for standby. Call back includes all time spent by the employee from the time of reporting to the work site through completion of the task/problem.
  - a. Call Back Eligibility: An employee shall be eligible for call back premium pay when all of the following conditions are met.
    - i. The employee is ordered without prior notice to return to work and does in fact return to work; and,
    - ii. The order to return to work is given following termination of the employee's normal/regular work shift and the employee has departed from the work site; and,
    - iii. The return to work occurs not less than two hours prior to the established start time of the employee's next shift.
  - b. Call Back Compensation – Not on Standby: Premium pay for call back assignments during each 24-hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a minimum of three hours, or actual hours worked, whichever is greater, at 1 ½ times an employee's current regular rate of pay. There will be only one, three-hour minimum paid in each 24-hour period.
  - c. Call Back Compensation – On Standby Duty and Report to the Work Site Within One Hour, Weather Permitting: Premium pay for call back assignments during each 24 hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a minimum of two hours, or actual hours worked, whichever is greater, at 1 ½ times an employee's current regular rate of pay. There will be only one, two-hour minimum paid in each 24-hour period.
  - d. Call Back Compensation – On Standby Duty and Report to a Problem by Phone/Other Communication Device: Premium pay for call back assignments

under this circumstance shall be actual hours worked at 1 ½ times an employee's current regular rate of pay from the time of reporting to the work site (i.e., by phone/other communication device) through completion of the task/problem.

3. Standby duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours where management requires an employee to be available to respond to work related problems.
  - a. Standby Availability: An employee so assigned must:
    - i. Be readily available at all hours by telephone or other agreed upon communications device; and,
    - ii. Respond immediately to a call for service, and weather permitting shall respond and report to the work site within one hour of being called; and,
    - iii. Refrain from activities which might impair their performance of all assigned/required duties upon call out.
  - b. Standby Assignment Period and Compensation:
    - i. Standby assignments will be made on a rotational basis. Trading or switching a standby assignment is permitted with prior notice to applicable department management. The standby period is one week, from Tuesday at 4:30 p.m. through the subsequent Tuesday at 7:00 a.m.
    - ii. Time spent on standby duty shall not be considered hours worked.
    - iii. Standby premium pay for Monday through Friday is \$65.00 per day. Standby premium pay for Saturday is \$80.00 for the day. Standby premium pay for Sunday is \$98.00 for the day. Standby premium pay for DISTRICT recognized holidays is \$114.00 per day/holiday.

## ARTICLE VI

### MILEAGE AND TRAVEL ALLOWANCE

#### A. REIMBURSEMENT FOR MEALS

The DISTRICT will reimburse, upon prior authorization, an employee for meals when the employee travels for DISTRICT business during meal times, and while attending authorized conferences, seminars, or meetings away from the DISTRICT based on the per diem rate provided for in the General Services Administration (GSA) Publications for the locality of the conference, seminar, or other meeting. On January 1st of each year, the GSA per diem rate tables then in effect shall apply and shall be valid until December 31st of that same year. For both the day that the employee's travel begins and the day that the employee's travel ends, the employee may claim up to 3/4 of the per diem meal allowance for each such day. The DISTRICT will reimburse the employee for actual charges, but only up to the maximum per diem rates provided for in said GSA Publications. If an employee seeks reimbursement for a meal expense, they shall fill out an expense report and attach evidence of the meal expenditure. A copy of the current GSA Publications regarding the per diem rate tables can be obtained from the DISTRICT Finance Department Manager.

#### B. REIMBURSEMENT FOR MILEAGE

When authorized in advance by the General Manager, an employee directed to utilize their personal vehicle in the conduct of DISTRICT business shall be entitled to reimbursement at the currently permitted Internal Revenue Service (IRS) mileage allowance. The employee must submit an accounting of actual mileage on DISTRICT business to initiate reimbursement.

#### C. REIMBURSEMENT FOR LODGING AND INCIDENTAL EXPENSES

When authorized in advance by the General Manager, an employee shall be entitled to reimbursement for necessary costs of lodging, registration fees, parking fees, bridge and highway tolls, taxi and van/shuttle services in the conduct of authorized DISTRICT business. Lodging accommodations shall be approved in advance by the General Manager. Claims for reimbursement must be accompanied by receipt showing payment. The General Manager, at their discretion, may allow an "advance allowance" to the employee. The employee must submit all receipts of expenses to substantiate said advance allowance and any funds not utilized must be promptly returned to the DISTRICT.

#### D. REIMBURSEMENT FOR TRAVEL

When authorized in advance by the General Manager, an employee shall be entitled to reimbursement for actual costs of travel (by commercial carrier) in connection with authorized DISTRICT business, when substantiated by receipt showing payment for such travel.

#### E. ADVANCED TRAVEL ALLOWANCE

The General Manager, at their direction, may allow an "advance allowance" to the employee. The employee must submit all receipts of expenses to substantiate said advance allowance and any

funds not utilized must be promptly returned to the DISTRICT. Issuance and use of a DISTRICT credit card for approved travel costs shall be subject to the General Manager's approval.

**F. REIMBURSEMENT FOR PERSONAL DEVICES**

Employees directed by the DISTRICT to use their personal devices such as, but not limited to, cell phones, tablets, and computers, to conduct routine and consistent DISTRICT business, shall be entitled to reimbursement of \$45.00 per month. This reimbursement shall not include incidental or infrequent use of personal devices.

Twice a year, in January and July, each eligible employee will submit to the Finance Department a Check Request form signed by their Department Manager for reimbursement of expenses incurred in the prior six months. Reimbursements will be paid via automated clearing house (ACH) payment.

## ARTICLE VII

### GROUP INSURANCE

- A. Effective January 1, 2014, the following applies to all employees in this unit.
1. The DISTRICT group health insurance plan includes three Anthem Blue Cross plan type options (Classic PPO, Advantage PPO, and Consumer Driven Health Plan [CDHP]) available for selection during open enrollment.
    - a. For employees in this unit who elect/select the Advantage PPO, the DISTRICT shall pay the total actual premium cost per month for each employee, spouse, and dependent children to participate in the Advantage PPO.
    - b. For employees in this unit who elect/select the Classic PPO, the employee shall make up the monthly premium cost difference between the Classic PPO premium and Advantage PPO premium through payroll deductions, and which may be paid through IRS Section 125 pre-tax payroll deductions.
    - c. For employees in this unit who elect/select the CDHP, the DISTRICT will share the savings 50%-50% as a contribution into the employee's Health Savings Account (HSA) each plan year. Savings sharing is defined as 50% of the difference between the Advantage PPO and HDHP premium rates, subject to a limit equal to the IRS maximum (indexed annually) HSA contribution amount for any year. The exact amount of savings to be applied for each upcoming plan year is calculated during the month of December immediately preceding the plan year (e.g., in December 2013, perform calculations using 2014 plan year rates. Advantage PPO plan year rates minus CDHP plan year rates x # of permanent employees enrolled in CDHP plan = \$ total savings x 50% ÷ # of permanent employees enrolled in HDHP plan = \$ amount contributed to each employee HSA for each plan year, subject to a limit equal to the IRS maximum [indexed annually] HSA contribution amount for any year).
  2. The DISTRICT shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the DISTRICT group dental insurance plan.
  3. The DISTRICT shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the DISTRICT group (term) life insurance plan.
  4. The DISTRICT shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the DISTRICT group vision care insurance plan.
  5. The DISTRICT shall pay the total actual premium cost for each employee to participate in long term disability insurance.
  6. The DISTRICT shall maintain Health and Welfare benefits at or above the current level during the Term of this Agreement. Prior to any change being made, the DISTRICT will first meet and confer with the UNION'S bargaining committee.

7. With respect to each DISTRICT group insurance plan described above, coverage for any employee, spouse, or dependent child is subject to the terms and conditions of such plan. Coverage is not immediate or automatic and may be subject to certain waiting periods or other matters.

## **ARTICLE VIII**

### **UNIFORMS**

#### **A. PROVISION AND MAINTENANCE**

Uniforms are provided at DISTRICT expense for all DISTRICT personnel required to wear a uniform. Uniforms will be obtained from each department or through the Warehouse, and the employee will be responsible for and required to wear their uniform while on duty. Laundering thereof will normally be the responsibility of the DISTRICT; however, the employee may elect to launder the uniform themselves at no cost to the DISTRICT. The employee is responsible for turning in soiled uniforms so they may be laundered. The DISTRICT will provide only that number of uniforms per employee to ensure that the employee has available a clean uniform for each regular working day. Uniforms will be issued to the employee, who will be responsible for them during employment until termination.

#### **B. UNIFORM COMPOSITION**

The DISTRICT uniform consists of DISTRICT-issued clothing for all seasons of the year. Additionally, insulated coveralls, overalls, and a winter and summer jacket will be issued to employees that the DISTRICT deems appropriate.

#### **C. SAFETY FOOTWEAR**

When the DISTRICT requires that safety shoes be worn by employees as a condition of employment, the DISTRICT shall reimburse said employees for the cost, not to exceed \$300.00 per fiscal year, of an acceptable safety shoe. Additionally, the DISTRICT may approve additional safety footwear due to normal business use and weather considerations. To be eligible for this reimbursement, the employee must obtain prior authorization from the department manager before purchasing safety shoes, and must submit the receipt to the DISTRICT to verify the cost and substantiate the reimbursement. The DISTRICT maintains the right to specify the type of required safety shoe.

## ARTICLE IX

### EDUCATION INCENTIVE AND TRAINING PROGRAMS

#### A. HIGHER EDUCATION

Employees may, with prior written approval from the General Manager, be eligible for an educational achievement award based upon successful completion of a degree which is directly related to their current job class series. Approval shall be at the sole discretion of the General Manager. Final grade or completion statements must be filed with the DISTRICT. Attendance at educational courses in this category shall not be considered as authorized DISTRICT business for purposes of expense reimbursement.

1. Qualifying Degrees: Bachelor's, Master's, Doctorate/PhD
2. Employees meeting the criteria shall receive a 5.0% increase to base pay plus a one-time bonus equal to 5.0% of base pay. However, the increase to base pay cannot cause the employee to exceed the maximum salary range limits. The percentage exceeding the salary range shall be awarded as an additional one-time lump-sum bonus.
3. Only one Educational Achievement award may be awarded during an employee's tenure or tenures with the DISTRICT.

#### B. CERTIFICATION, TRAINING, EDUCATIONAL SUPPORT CLASSES

Employees may, with prior approval from the General Manager, be eligible for attending DISTRICT funded courses which are directly related to their current job class series. Approval shall be at the sole discretion of the General Manager. Attendance at educational courses in this category shall be considered as authorized DISTRICT business for purposes of expense reimbursement (e.g., lodging, travel, books, etc.). If approved by the General Manager, the DISTRICT may elect to pre-pay for some programs. If an employee fails to successfully complete a course for which the DISTRICT pre-paid, the DISTRICT may require the employee to reimburse the DISTRICT.

## ARTICLE X

### HOURS OF WORK AND SCHEDULES

Nothing in this Article shall be construed as a guarantee of any minimum number of hours to which an employee is entitled, or as a restriction on the maximum number of hours that the DISTRICT may assign an employee. Employees shall be assigned to one of three Schedules listed below, and as established by the DISTRICT in the Personnel Policy Manual.

A. **SCHEDULE A**

Employees are generally assigned to work five, eight-hour days in a workweek. The workweek for these employees commences on Sunday at 12:00 a.m. and ends the following Saturday at 11:59 p.m. (midnight).

B. **SCHEDULE B**

Employees are generally assigned to work four ten-hour days in the workweek. The workweek for these employees commences on Sunday at 12:00 a.m. and ends the following Sunday at 11:59 p.m. (midnight).

C. **SCHEDULE C**

Employees are generally assigned to work four shifts of nine hours in each workweek, as well as one shift of eight hours on a designated alternating flex day. The work period shall begin half-way through the day designated as the eight-hour flex day and the corresponding alternate day off. In other words, each 14-day pay period, employees will work eight shifts of nine hours and one shift of eight hours with 40 hours of scheduled work each workweek.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **A. PURPOSE OF GRIEVANCE PROCEDURE**

The grievance procedures set forth herein are designed to resolve grievances informally and to provide an orderly procedure for the prompt review and resolution of grievances. A grievance is defined as an alleged violation, misapplication, or misinterpretation of a provision of this Agreement. This grievance procedure is available only to full-time or part-time employees.

#### **B. TIME LIMITS**

Each person involved in a grievance shall act quickly so that the grievance may be solved promptly. Each person shall make every effort possible to complete action within the time limits contained within these grievance procedures, but with the written consent of the other parties involved, the time limits of any step may be extended.

#### **C. PRESENTATION OF GRIEVANCE**

An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum.

#### **D. FIRST STEP OF GRIEVANCE PROCEDURE (INFORMAL DISCUSSIONS/GRIEVANCES)**

A grievance shall be discussed initially between the employee and their supervisor. The employee shall have a reply in writing from the supervisor within five working days.

#### **E. SECOND STEP OF GRIEVANCE PROCEDURE (FORMAL GRIEVANCE)**

1. If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may initiate a formal grievance in writing. The formal grievance shall be initiated within 15 working days of the decision rendered in the informal grievance procedure. The formal grievance shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the grievance is based. The formal grievance shall be filed with the General Manager or a designated representative of the DISTRICT.
2. Within five working days after the filing of the formal grievance, the General Manager shall give their decision in writing to the grievant.

#### **F. THIRD STEP OF GRIEVANCE PROCEDURE (APPEAL)**

If the grievant is not satisfied with the decision rendered by the General Manager or a designated representative of the DISTRICT, the grievant may appeal the decision in writing within five working days to the Board of Directors, otherwise the issue will be considered settled. The appeal shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the appeal is based.

**G. HEARING OF APPEAL**

Within ten working days of the filing of an appeal, the Board shall have a meeting with the aggrieved and/or their representative.

**H. DECISION ON APPEAL**

Within ten working days of the hearing of the appeal, the Board shall issue a written decision concerning the employee's appeal. The decision of the Board of Directors shall be final.

**I. REPORTS TO BOARD OF DIRECTORS**

The Board of Directors shall receive copies of all formal grievances and all grievance decisions of the General Manager.

## **ARTICLE XII**

### **RETIREMENT**

The DISTRICT will provide a Pension contribution for represented employees of 20% of employee's gross wages, and a \$0.50 (limited at 2% of an employee's gross wages) matching Pension contribution for every \$1.00 of an employee's contribution (limited at 4% of an employee's gross wages) to their 457 plan, effective January 1, 2014. Any change to pension terms for non-represented employees will be offered to represented employees.

**ARTICLE XIII**  
**PERSONNEL RULES**

The following excerpted sections of the Personnel Policy Manual are within the scope of negotiations:

**A. WORKERS' COMPENSATION**

Worker's compensation is provided for all employees.

**B. UNEMPLOYMENT INSURANCE**

Unemployment insurance is provided in accordance with current state and federal laws.

**C. RETIREMENT PROGRAM**

Refer to Agreement Article XII.

**D. COURT DUTY**

1. This section shall not apply to any employee who is a named party in an action unrelated to the DISTRICT and its activities.
2. When an employee has jury duty or appears in court as a witness, the employee shall elect between one of the following:
  - a. The employee may turn in to the DISTRICT all compensation the employee receives because of the court duty. In this instance, the employee will draw full salary during the period of court duty.
  - b. The employee may have deducted from their salary the total time absent for court duty. The employee may then receive payment for their court duty from the court or other sources.
3. In no event shall double pay to the employee result from court duty. The DISTRICT will not compensate the employee for mileage or meal expenses, unless the employee is testifying on a DISTRICT related matter and is eligible for such compensation reimbursement.

**E. BEREAVEMENT LEAVE**

A regular full-time or part-time employee may take twenty-four (24) hours off, with approval from the General Manager, with pay for the purpose of attending a funeral for members of the employee's immediate family as defined in the DISTRICT Personnel Policy Manual. This time off is charged as bereavement leave, not vacation or sick leave.

Furthermore, employees may be entitled to unpaid bereavement leave under State law (Government Code 12945.7). State law provides that employees employed for at least 30 days are provided with a total of 5 days for the death of family member. Family member means a

spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code section 12945.2. Employees may use sick or vacation leave to receive pay of otherwise unpaid bereavement leave.

**F. AUTHORIZED LEAVE OF ABSENCE**

1. A regular full-time or part-time employee who has completed their probationary period may be allowed up to 30 days leave of absence without pay for acceptable reasons upon the prior written approval of the General Manager.
2. A leave of absence over 30 days requires the prior approval of the Board.
3. Military leave shall be governed by state and federal law.
4. Refer to the Personnel Policy Manual of the DISTRICT concerning pregnancy disability leave.

**G. UNAUTHORIZED LEAVE OF ABSENCE**

1. Any employee who is absent for three working days without being on authorized leave shall automatically have resigned their employment with the DISTRICT, unless otherwise determined by the General Manager. An unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.
2. Nothing in this section shall limit the General Manager's authority to discipline or dismiss an employee due to an unauthorized absence.
3. An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned their DISTRICT employment.

**H. PAID HOLIDAYS**

Full-time employees shall be entitled to the following holidays with pay:

1. January 1 (New Year's Day);
2. The third Monday in February (President's Day);
3. The last Monday in May (Memorial Day);
4. July 4 (Independence Day);
5. The first Monday in September (Labor Day);
6. November 11 (Veteran's Day);
7. Thanksgiving Day and the Day after Thanksgiving;
8. December 25 (Christmas Day).

If any DISTRICT holiday falls upon a Sunday, the following Monday is the holiday. If any DISTRICT holiday falls on a Saturday, the preceding Friday is the holiday.

**I. PERSONAL HOLIDAYS**

Regular employees will receive 24 hours of “personal holidays” with pay on January 1st of each calendar year. Unused personal holiday hours will carry over to the following calendar year. Personal holiday accumulation is limited to 24 hours. The supervisor may require five working days notice prior to an employee taking a personal holiday.

**J. PAID VACATION FOR FULL-TIME EMPLOYEES**

Regular full-time employees, regardless of probationary status, will accrue paid vacation on the following schedule:

1. First through two years 10 days/year
2. Three through four years 15 days/year
3. Five through eight years 17 days/year
4. Nine through fourteen years 19 days/year
5. Fifteen years and over 20 days/year

Vacation time is credited bi-weekly. Vacation time is accrued at the rate of 1/26 of the annual amount the employee may earn.

**K. PAID VACATION FOR PART-TIME EMPLOYEES**

A part-time employee, regardless of probationary status, or a full-time employee who is in unpaid status for part of a pay period, shall accrue paid vacation using the above schedule on a prorated basis, but the years of service are on a year for year basis. For example, an employee who has worked 30 hours per week for the DISTRICT for ten years would receive 114 hours/year.

**L. MAXIMUM VACATION ACCRUAL TIME FOR FULL-TIME AND PART-TIME EMPLOYEES**

1. While accrued, unused vacation will carry over from year to year. The maximum vacation an employee may accrue (except as set forth below) is 240 hours. Once an employee reaches this cap, they will cease accruing vacation until they use vacation and it drops below the cap.
2. A part-time employee may accrue a maximum of 240 hours times their full-time equivalent (FTE).
3. Employees may request cash out of up to 40 hours of accrued vacation, once per calendar year. This will be granted at the discretion of the General Manager.

**M. DISPOSITION OF VACATION TIME UPON TERMINATION**

An employee leaving the DISTRICT'S employ without their having taken earned vacation time shall be entitled to pay in lieu thereof for the number of working days of vacation to which they are entitled.

**N. ACCRUAL OF SICK LEAVE**

1. Each full-time or part-time employee shall accrue sick leave with pay, commencing on the first day of employment.
2. Each full-time employee shall accrue sick leave with pay on the basis of eight hours for each full calendar month of full-time service.
3. Each part-time employee shall accrue sick leave on a pro-rata basis.
4. The maximum amount of sick leave accrual is 500 hours.

**O. USE OF SICK LEAVE**

A regular employee may use accrued sick leave after the first day of employment with the DISTRICT, subject to the limits and request provisions in the Personnel Policy Manual. In order to get paid sick leave, the employee must inform their supervisor prior to the start of their scheduled working hours or upon leaving their job due to sickness, except in cases of emergency.

**P. COORDINATION OF BENEFITS**

An employee absent due to injury or illness for which worker's compensation or state disability benefits are made, may elect during such absence to use accrued sick leave in an amount that, when combined with worker's compensation and/or state disability payments received, equals the employee's regular bi-monthly compensation. Similarly, they may elect to use any accrued vacation time after the sick leave is exhausted. In no event shall an employee receive more compensation on any day of absence than they would have received if they had worked.

**Q. UNEARNED SICK LEAVE**

Sick leave with pay shall not be allowed or taken until earned. No exceptions will be made.

**R. PAYMENT FOR UNUSED SICK LEAVE**

1. Quarterly optional gross wages cash-out once per calendar quarter (March, June, September, December). An employee may elect to be paid for any sick leave accumulated in excess of 360 hours. The payment for this sick leave shall be at a rate equivalent to 100% of their hourly rate.
2. A full-time or part-time employee leaving the DISTRICT'S employ in good standing, and who is not Normal Retirement eligible, shall be compensated for ½ of unused sick leave, up to the accrual limit, at the base hourly rate of the employee at the time of their termination and/or resignation.

3. An employee who is Normal Retirement eligible and is retiring from DISTRICT service and eligible to begin receiving DISTRICT pension benefits at the time of Normal Retirement from the DISTRICT shall have the following options:

- a. Receive payment for unused sick leave at a rate of 100% of their base hourly rate, or
- b. Apply accumulated unused sick leave toward an early retirement on an 80-hour per pay period basis with benefits (i.e., contributions for health premium, retirement, and LTD/STD). Employees will not be permitted to switch from full-time to part-time for the purposes of this program. No additional accruals of any paid time off (i.e., bereavement leave, recognized holidays, vacation leave, personal holiday leave, recognition leave, and sick leave) benefits shall be provided and/or earned for the period of early retirement.

S. **EXTENDED SICK LEAVE WITHOUT PAY**

Any request for extended sick leave without pay due to illness or injury shall be at the discretion and approval of the General Manager. At the time of request, the full-time or part-time employee shall submit a physician's certificate to support the request. The General Manager may approve a request for sick leave without pay for a period of up to 30 days. Only the Board of Directors may approve a request for sick leave without pay for over 30 days. The employee shall be responsible for their medical insurance premium payments after three calendar months of extended sick leave without pay. The three calendar-month limit shall be exclusive of protected leave status benefits. Only the Board of Directors may approve a request for DISTRICT payments of medical insurance premiums after three calendar months.

T. **STATUTORY FAMILY AND MEDICAL LEAVE**

The DISTRICT provides eligible employees the opportunity to take unpaid leaves of absence in accordance with the state California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), in accordance with Exhibit II of this Agreement.

U. **DRUG AND ALCOHOL TESTING FOR OPERATORS OF COMMERCIAL MOTOR VEHICLES AND DRUG FREE WORKPLACE AND TESTING POLICY FOR EMPLOYEES**

These policies shall be as described in the Personnel Policy Manual of the DISTRICT, and revisions shall be subject to meet-and-confer prior to adoption.

**ARTICLE XIV**

**NEPOTISM**

The DISTRICT hereby agrees that it shall not discriminate in terms of hiring, promotion, termination, or any other term and/or condition of employment, in favor or against any person, solely on the basis of that person's family relationship or lack thereof to any other person employed by the DISTRICT.

**ARTICLE XV**

**NO LOCKOUTS**

No lockout of unit employees shall be initiated by DISTRICT during the term of this Agreement.

## ARTICLE XVI

### PEACEFUL PERFORMANCE CLAUSE

- A. The parties to this Agreement recognize and acknowledge that many of the services performed by the DISTRICT employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the DISTRICT. UNION agrees that under no circumstances will UNION or any member of the bargaining unit recommend, encourage, cause, or permit its member to initiate, participate in, or take part in any strike, sit-down, slow-down, or picketing in any office or department of DISTRICT, the curtail any work or restrict any production, or to interfere with any operation of DISTRICT (hereinafter collectively referred to as work-stoppage). In the event of any such work-stoppage by UNION or any member of the bargain unit, DISTRICT shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
  
- B. In the event of any work-stoppage, during the term of this Agreement, whether by UNION or by any member of the bargaining unit, UNION, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon DISTRICT. If in the event of any work-stoppage, UNION promptly and in good faith performs the obligations of this paragraph, and, providing UNION has not otherwise authorized, permitted, or encouraged such work-stoppage, UNION shall not be liable for any damages caused by the violation of this provision. However, DISTRICT shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and DISTRICT shall also have the right to seek full legal redress, including damages, against any such employee.

## ARTICLE XVII

### FULL UNDERSTANDING AND MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by DISTRICT Board of Directors and UNION.
- D. The waiver of any breach, term, of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE XVIII**

### **SAVINGS PROVISION**

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

**ARTICLE XIX**

**TERMINATION**

This Memorandum of Understanding between DISTRICT and UNION shall be in full force and effect from July 1, 2026, through March 31, 2029, subject to Section A below.

- A. This Memorandum of Understanding shall become effective only after ratification by the members of the UNION, followed by DISTRICT Board of Directors approval, and shall remain in full force and effect through March 31, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2026.

**FOR THE MAMMOTH COMMUNITY WATER DISTRICT:**

**FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12**

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**CLAY MURRAY**  
General Manager

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**RONALD J. SIKORSKI**  
Business Manager/General Vice-President

---

**THOMAS R. SMITH**  
Board President

---

**LARRY DAVISON**  
President

---

**THOMAS CAGE**  
Board Member

---

**DAVID GARBARINO**  
Vice President

---

**SHAWN KINSEY**  
Recording-Corresponding Secretary

---

**DAVID SIKORSKI**  
Financial Secretary

---

**PERRY HAWKINS**  
Treasurer

---

**JOHN ADAMS**  
Business Representative

**EXHIBIT I - TABLE I**

**General Employee Unit**

**Salaries Effective 06/28/2026**

CLASS TITLE	SALARY RANGE	
	MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	27.80	36.45
Account Clerk II	32.72	40.76
Account Clerk III	37.84	53.27
Administrative Analyst	42.96	57.78
Administrative Analyst/Permits	44.42	57.78
Administrative Assistant	33.89	40.15
Construction Project Specialist	47.40	57.29
Heavy Equipment Operator and Line Maintenance Worker	35.45	44.03
Information Systems Specialist	53.78	65.08
Inspector	40.74	55.93
Instrumentation Technician	47.40	57.29
Instrumentation Technician Supervisor	47.93	65.01
Laboratory Technician	41.64	57.65
Line Maintenance Technician	47.40	57.29
Line Maintenance Worker I	29.64	38.86
Line Maintenance Worker II	32.93	43.46
Line Maintenance Worker III	38.86	49.56
Mechanical Maintenance Technician	47.40	57.29
Mechanical Maintenance Worker I	29.64	38.86
Mechanical Maintenance Worker II	32.93	43.46
Mechanical Maintenance Worker III	38.86	49.56
Permit Official	40.15	48.19
Plant Maintenance Mechanical Technologist	47.40	57.29
Plant Maintenance Worker I	29.64	38.86
Plant Maintenance Worker II	32.93	43.46
Plant Maintenance Worker III	38.86	49.56
Purchasing Agent	35.98	48.27
Resource Monitoring Specialist/Water Treatment Plant Operator I	32.06	41.85
Resource Monitoring Specialist/Water Treatment Plant Operator II	38.11	49.87
Resource Monitoring Specialist/Water Treatment Plant Operator III	44.18	55.67
Storekeeper	26.99	35.66
Technician Trainee	28.68	39.45
Utility Worker	28.88	35.73
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	30.97	42.70
Wastewater Treatment Plant Operator II	38.11	49.87
Wastewater Treatment Plant Operator III	44.18	55.67
Wastewater Treatment Plant Operator Trainee / Operator I	32.06	41.85
Water Treatment Plant Operator I	32.06	41.85
Water Treatment Plant Operator II	38.11	49.87
Water Treatment Plant Operator III	44.18	55.67
Water/Wastewater Treatment Plant Operator-In-Training	29.33	38.94

**EXHIBIT I - TABLE II**

**General Employee Unit**

**Salaries Effective 04/01/2027**

CLASS TITLE	SALARY RANGE	
	MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	28.50	37.36
Account Clerk II	33.54	41.78
Account Clerk III	38.79	54.60
Administrative Analyst	44.03	59.22
Administrative Analyst/Permits	45.53	59.22
Administrative Assistant	34.74	41.15
Construction Project Specialist	48.59	58.72
Heavy Equipment Operator and Line Maintenance Worker	36.34	45.13
Information Systems Specialist	55.12	66.71
Inspector	41.76	57.33
Instrumentation Technician	48.59	58.72
Instrumentation Technician Supervisor	49.13	66.64
Laboratory Technician	42.68	59.09
Line Maintenance Technician	48.59	58.72
Line Maintenance Worker I	30.38	39.83
Line Maintenance Worker II	33.75	44.55
Line Maintenance Worker III	39.83	50.80
Mechanical Maintenance Technician	48.59	58.72
Mechanical Maintenance Worker I	30.38	39.83
Mechanical Maintenance Worker II	33.75	44.55
Mechanical Maintenance Worker III	39.83	50.80
Permit Official	41.15	49.39
Plant Maintenance Mechanical Technologist	48.59	58.72
Plant Maintenance Worker I	30.38	39.83
Plant Maintenance Worker II	33.75	44.55
Plant Maintenance Worker III	39.83	50.80
Purchasing Agent	36.88	49.48
Resource Monitoring Specialist/Water Treatment Plant Operator I	32.86	42.90
Resource Monitoring Specialist/Water Treatment Plant Operator II	39.06	51.12
Resource Monitoring Specialist/Water Treatment Plant Operator III	45.28	57.06
Storekeeper	27.66	36.55
Technician Trainee	29.40	40.44
Utility Worker	29.60	36.62
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	31.74	43.77
Wastewater Treatment Plant Operator II	39.06	51.12
Wastewater Treatment Plant Operator III	45.28	57.06
Wastewater Treatment Plant Operator Trainee / Operator I	32.86	42.90
Water Treatment Plant Operator I	32.86	42.90
Water Treatment Plant Operator II	39.06	51.12
Water Treatment Plant Operator III	45.28	57.06
Water/Wastewater Treatment Plant Operator-In-Training	30.06	39.91

**EXHIBIT I - TABLE III**

**General Employee Unit**

**Salaries Effective 04/01/2028**

CLASS TITLE	SALARY RANGE	
	MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	29.21	38.29
Account Clerk II	34.38	42.82
Account Clerk III	39.76	55.97
Administrative Analyst	45.13	60.70
Administrative Analyst/Permits	46.67	60.70
Administrative Assistant	35.61	42.18
Construction Project Specialist	49.80	60.19
Heavy Equipment Operator and Line Maintenance Worker	37.25	46.26
Information Systems Specialist	56.50	68.38
Inspector	42.80	58.76
Instrumentation Technician	49.80	60.19
Instrumentation Technician Supervisor	50.36	68.31
Laboratory Technician	43.75	60.57
Line Maintenance Technician	49.80	60.19
Line Maintenance Worker I	31.14	40.83
Line Maintenance Worker II	34.59	45.66
Line Maintenance Worker III	40.83	52.07
Mechanical Maintenance Technician	49.80	60.19
Mechanical Maintenance Worker I	31.14	40.83
Mechanical Maintenance Worker II	34.59	45.66
Mechanical Maintenance Worker III	40.83	52.07
Permit Official	42.18	50.62
Plant Maintenance Mechanical Technologist	49.80	60.19
Plant Maintenance Worker I	31.14	40.83
Plant Maintenance Worker II	34.59	45.66
Plant Maintenance Worker III	40.83	52.07
Purchasing Agent	37.80	50.72
Resource Monitoring Specialist/Water Treatment Plant Operator I	33.68	43.97
Resource Monitoring Specialist/Water Treatment Plant Operator II	40.04	52.40
Resource Monitoring Specialist/Water Treatment Plant Operator III	46.41	58.49
Storekeeper	28.35	37.46
Technician Trainee	30.14	41.45
Utility Worker	30.34	37.54
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	32.53	44.86
Wastewater Treatment Plant Operator II	40.04	52.40
Wastewater Treatment Plant Operator III	46.41	58.49
Wastewater Treatment Plant Operator Trainee / Operator I	33.68	43.97
Water Treatment Plant Operator I	33.68	43.97
Water Treatment Plant Operator II	40.04	52.40
Water Treatment Plant Operator III	46.41	58.49
Water/Wastewater Treatment Plant Operator-In-Training	30.81	40.91

## EXHIBIT II

### FMLA POLICY

This Exhibit is intended to comply with the Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") and their respective regulations, as they may be amended from time to time. This Exhibit will not be construed to provide greater or lesser benefits than these statutes require/provide. If any provision of this Exhibit conflicts with the FMLA or CFRA, the statutes and their regulations will govern.

#### A. ELIGIBILITY

The District provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the District for at least twelve (12) months prior to the date on which the leave is to commence; and (2) have worked at least One Thousand Two Hundred Fifty (1,250) hours in twelve (12) months preceding the leave.

#### B. FMLA LEAVE

##### 1. Permissible Uses

- a. "Family Care Leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical Leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.
- b. "Qualifying Exigency Leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying Exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, and additional activities. Employees may contact the Executive Director or his or her designee for more information about what qualifies as a "qualifying exigency".
- c. "Military Caregiver Leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member". A "covered service member" is:
  - i. A member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is (1)

undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

- ii. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

2. Amount of FMLA Leave Available

- a. Provided all the conditions of this policy and the FMLA are met, an employee may take a maximum of twelve (12) work weeks total of family care leave, medical leave and qualifying exigency leave under the FMLA in a rolling twelve (12) month period. This rolling twelve (12) month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency under the FMLA commences. Spouses who are both employed by the District may take a maximum combined total of twelve (12) work weeks of family care leave under the FMLA in a twelve (12) month period for the birth, adoption, or foster care of their child.
- b. Provided all the conditions of this policy and the FMLA are met, an employee may take up to twenty-six (26) work weeks total of a combination of all leaves under the FMLA during a twelve (12) month period (up to twelve (12) work weeks of which may be for FMLA leave other than military caregiver leave). The twelve (12) month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

C. **CFRA LEAVE**

1. "Family Care Leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical Leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.
2. Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a twelve (12) month period. This twelve (12) month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the District may take a maximum combined total of twelve (12) weeks of family care leave under the CFRA in a twelve (12) month period for the birth, adoption, or foster care of their child.

3. Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

**D. INTERMITTENT LEAVE**

1. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of a least two (2) weeks duration; however, the District will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.
2. Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.
3. FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

**E. SUBSTITUTION OF PAID LEAVE**

1. Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all FMLA/CFRA Leaves. Employees are required to substitute accrued sick leave for FMLA/CFRA Leaves taken for an employee's own serious health condition. Employees may elect to substitute sick leave for other types of FMLA/CFRA leave.
2. If the employee is receiving payments from the State Disability Insurance ("SDI") while on FMLA/CFRA Leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.
3. The substitution of paid leave for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

**F. LEAVE'S EFFECT ON PAY**

Except to the extent that other paid leave is substituted for FMLA/CFRA, Leave is unpaid.

**G. LEAVES' EFFECT ON BENEFITS**

1. During an employee's FMLA/CFRA Leave, the District shall continue to pay for the employee's participation in the District's group health insurance to the same extent and

under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the District will notify the employee of such failure and, if payment is not made, terminate the coverage.

2. If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the District is entitled to recover any health premiums paid by the District on the employee's behalf during any unpaid period of the leave.
3. Employees on FMLA/CFRA Leave accrue employment benefits, such as vacation benefits or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid leave to supplement SDI payment as discussed in Section XI(D)(5) above, he or she will accrue employment benefits on a pro rata basis.

#### H. **PROCEDURE FOR REQUESTING FAMILY CARE AND MEDICAL LEAVE**

##### 1. Notice Requirements

- a. Employees should notify the General Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days advance written notice to the General Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the General Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the District's business.
- b. If an employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to deny the taking of the leave.
- c. All requests for FMLA/CFRA Leave should include anticipated dates(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

##### 2. Certification

- a. Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must

provide the required certification within fifteen (15) calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen (15) days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

- b. Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.
- c. Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the District has reason to doubt the validity of the certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the District may also require the employee to provide medical certification that he or she is able to return to work.
- d. Certification of a military caregiver leave under the FMLA shall either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an invitation Travel Order or Authorized issued by the Department of Defense.
- e. The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

#### **I. LEAVES' EFFECT ON REINSTATEMENT**

- 1. Employees returning from FMLA/CFRA Leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

2. Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

# MEMORANDUM OF UNDERSTANDING

# MEMORANDUM OF UNDERSTANDING

**BETWEEN AND FOR THE**

**MAMMOTH COMMUNITY WATER DISTRICT**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12  
(General Employees Unit)**

**TERM**

**JULY 1, 2026 – MARCH 31, 2029~~APRIL 1, 2021 – JUNE 30, 2026~~**

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**ARTICLE I**

**PARTIES TO THE UNDERSTANDING**

This Memorandum of Understanding (hereafter Agreement) is jointly prepared and executed by representatives of the Mammoth Community Water District (hereafter DISTRICT) and the business manager of the Operating Engineers, Local 12, International Union of Operating Engineers (hereafter UNION) for presentation to, and consideration by, the Board of Directors of DISTRICT. It shall not be binding until adopted by the Board of Directors of DISTRICT.

**Commented [CW1]:** Throughout Document: changed to gender neutral, spell out "one" through "ten" and use numerical for all other numbers.

**ARTICLE II**

**RECOGNITION AND SCOPE**

DISTRICT hereby recognizes UNION as an exclusive recognized employee organization for purposes of Government Code Section 3500 et seq. and the [Chapter 5 Employer-Employee Relations Policy](#) of the DISTRICT ~~Code~~. Such recognition shall extend only to the representation of employees holding full-time and part-time positions in the General Employees Unit as defined in [the Employer-Employee Relations Policy](#) ~~Chapter 5~~ of the DISTRICT ~~Code~~.

**Commented [CW2]:** 2023 Personnel Policy Manual Side Letter of Agreement (hereinafter "2023 PPM SLA")

### ARTICLE III

#### DISTRICT RIGHTS

A. **IN GENERAL**

All DISTRICT rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with DISTRICT.

B. **RIGHTS ENUMERATED**

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive DISTRICT rights with respect to matter of general legislative or managerial policy which include but are not limited to: the exclusive right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct, and assign its employees; require overtime work; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of DISTRICT operations; determine the methods, means and personnel by which DISTRICT operations are to be conducted; determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. DISTRICT has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

C. **EMPLOYEE GRIEVANCES NOT IMPAIRED**

The exercise of DISTRICT management rights shall not preclude a grievant from presenting a grievance concerning an adverse effect of the exercise of such rights upon him; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.

D. **CONSULTATION WITH UNION**

This Agreement is not intended to restrict the right of DISTRICT to consult with UNION regarding matters within the right of DISTRICT to determine.

E. **AGENCY SHOP**

If during the term of this agreement, there is a change in the law which allows for public employee organizations to have agency shop agreements in a collective bargaining agreement, the parties shall meet within 30 days to add an agency shop provision to this agreement. To the extent allowable by the change in law, the DISTRICT will utilize the agency shop provision contained in the April 1, 2016 – March 31, 2021 MOU.

## ARTICLE IV

### UNION RIGHTS

#### A. UNION REPRESENTATION

DISTRICT recognizes and agrees to deal with designated steward and representatives of UNION on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement.

#### B. SHOP STEWARDS

UNION shall designate Shop Stewards, and shall thereupon immediately furnish DISTRICT with his/her/their name. Notwithstanding Section A above, the Stewards will not be recognized by DISTRICT until his/her/their name is received by the General Manager of the DISTRICT.

#### C. DUES DEDUCTION AND INDEMNIFICATION

DISTRICT agrees to deduct and remit to UNION all authorized deductions from UNION members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12.

1. UNION agrees to indemnify, defend, and hold harmless DISTRICT against any claims of any nature and any lawsuit instituted against DISTRICT made or arising from DISTRICT check-off for dues, insurance, or benefit programs of UNION.
2. The written authorization for approved insurance, benefit, and savings programs and the amounts of dues deducted shall be changed by DISTRICT upon written request of an affected employee after notification by UNION.
3. The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between DISTRICT and UNION, unless cancelled in writing within a two week period between June 1 and June 15 of any year.
4. DISTRICT will promptly remit membership fees deducted to UNION, together with a list of the employees who have had said fees deducted. Deductions of membership fees will be made from ~~the first payday of each month~~ each pay period, provided, however, that DISTRICT and UNION may make together arrangements by mutual agreement.

**Commented [CW3]:** The dues deductions occur once a month and are deducted from the employee's first check in the month.

**ARTICLE V**  
**COMPENSATION**  
**(Salaries and Wages)**

**A. COMPENSATION ADMINISTRATION**

Employees shall be paid biweekly, with payday falling on the Wednesday following the biweekly pay period end. In the event a payday falls on a recognized holiday, employees will be paid on the last scheduled work day preceding the payday.

**B. SALARY SCHEDULE**

Every represented employee shall be placed in a job classification adopted by the Board of Directors, and shall be paid in accordance with the salary range for that classification. Placement in the salary range shall be determined by the DISTRICT based upon an individual's overall performance in the position including such things as demonstrated skill, ability, aptitude, discipline record, attendance record, and ability to cooperate with DISTRICT management and fellow employees.

**C. SALARIES AND WAGES**

1. ~~Effective April 1, 2024~~ Effective June 28, 2026 OR the first pay period following Board adoption, the DISTRICT will adjust the minimum/lower end and the maximum/upper end salary ranges identified in Exhibit I, Table I. the DISTRICT will adjust employees' wages 3.0% or what is listed below, whichever is greater, and the minimum and maximum of the salary ranges as follows (Exhibit I, Table I):

<u>CLASSIFICATIONS</u>	<u>% INCREASE</u>
<u>Account Clerk I, II, III</u>	<u>3.52%</u>
<u>Administrative Analyst / Permits / Assistant</u>	<u>3.52%</u>
<u>Construction Project Specialist</u>	<u>9.25%</u>
<u>Heavy Equipment Operator &amp; Line Maintenance Worker</u>	<u>9.25%</u>
<u>Information Systems Specialist</u>	<u>8.58%</u>
<u>Inspector</u>	<u>11.07%</u>
<u>Instrumentation Technician</u>	<u>9.25%</u>
<u>Instrumentation Technician Supervisor</u>	<u>0.0%</u>
<u>Laboratory Technician</u>	<u>8.58%</u>
<u>Line Maintenance Tech/Worker I/II/III</u>	<u>9.25%</u>
<u>Mechanical Maintenance Tech/Worker I/II/III</u>	<u>9.25%</u>
<u>Permit Official</u>	<u>3.52%</u>
<u>Plant Maintenance Tech/Worker I/II/III</u>	<u>9.25%</u>
<u>Purchasing Agent</u>	<u>3.52%</u>
<u>Resource Monitoring Specialist/Water Treatment Plant Operator I/II/III</u>	<u>1.42%</u>
<u>Storekeeper</u>	<u>3.52%</u>
<u>Technician Trainee</u>	<u>9.25%</u>
<u>Utility Worker</u>	<u>11.80%</u>
<u>Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant</u>	<u>1.42%</u>
<u>Wastewater Treatment Plant Operator Trainee I/II/III</u>	<u>1.42%</u>

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Water Treatment Plant Operator I/II/III	1.42%
Water/Wastewater Operator In-Training	1.42%

~~1-2.~~ Effective April 1, 202~~72~~<sup>2</sup>, the minimum/lower end and the maximum/upper end of the salary range for all classifications shall be increased by ~~three~~<sup>two and one-half</sup> percent (~~3.02~~<sup>5</sup>%) as reflected on Exhibit I, Table II.

~~2-3.~~ Effective April 1, 202~~83~~<sup>3</sup>, the minimum//lower end and the maximum/upper end of the salary range for all classifications shall be increased by ~~three~~<sup>two and one-half</sup> percent (~~3.02~~<sup>5</sup>%) as reflected on Exhibit I, Table III.

~~3.~~ In year four of the Agreement, the parties agree to reopen Article V, Subsection B, to meet and confer regarding salary for years four and five.

**D. OVERTIME AND COMPENSATORY TIME OFF**

1. It is the general policy of the DISTRICT that overtime (“OT”) is to be discouraged. However, in case of emergency or whenever the public interest requires, DISTRICT management or supervisors, with respect to any employee, may require an employee to perform OT work. No employee shall be entitled to compensation or compensatory time off (“CTO”) for OT work unless such OT work is authorized and approved.
2. OT is defined as all hours worked in excess of the daily hours limit for a Work Group (see Article X) or ~~forty (40)~~ hours in a workweek.
  - a. OT shall be compensated at the rate of ~~one and one-half (1 ½)~~ times the employee’s current regular rate of pay.
  - b. Employees who are temporarily assigned, for at least ~~fourteen (14)~~ but less than ~~sixty (60)~~ continuous calendar days, to work rotating shifts which require the employee to be scheduled to work on Saturdays and/or Sundays shall receive an additional ~~five percent (5%)~~ pay for hours worked on Saturday and/or Sunday. If rotating shifts are assigned for greater than ~~sixty (60)~~ days, the additional compensation shall be adjusted from the ~~five percent (5%)~~ rate through the meet and confer process. Standby duty is not considered a rotating shift.
3. CTO: Employees who work OT may, with approval of the department manager or immediate supervisor elect to accrue CTO on a time and one-half basis for each hour of overtime worked in lieu of OT pay. CTO accrual shall be limited to ~~forty (40)~~ hours. CTO is to be used for time off, and is subject to approval in the same manner as other leave requests (e.g., vacation). Employees who have reached the maximum accrual balance shall be given cash payment for additional OT hours worked until such balance has been reduced below the maximum allowable accrual amount (i.e., 40 hours). The DISTRICT may compensate by cash payment all CTO balances on the last payday in each fiscal year at the current hourly rate of pay, or in any given pay period at the employee’s request.

**E. ON CALL/CALL BACK/STANDBY**

It is expressly understood that department management determines and designates divisions/units/sections within their department that may implement on call, call back, and standby. Additionally, department management may determine and designate specific job classes within their department to be solely eligible to receive on call, call back, and standby premium pay. Management retains the exclusive right to determine, designate, and assign on call, call back, and standby duty, and withdraw such assignments.

1. On Call duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours, and he/she is/they are not prescheduled for standby, where the employee is contacted to respond to a problem (normally by phone/other communication device), and which does not require the employee to return to the work site to respond to the problem. Calls such as attempts to locate an employee or provide information on changes in work schedules are not compensable for the purpose of this provision.
  - a. On Call Compensation: Premium pay for on call contact outside of an employee's normal/regular scheduled work shift/hours requiring a response to a problem by phone/other communication device, and which does not require the employee to physically return to the work site shall be a minimum of one ~~(1)~~ hour, or actual hours worked, whichever is greater, at ~~time and one-half (1 ½) times~~ an employee's current regular rate of pay. There will be only one ~~(1)~~, one ~~(1)~~-hour minimum paid outside of an employee's normal/regular daily work schedule.
2. Call Back duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours, whether or not prescheduled for standby. Call back includes all time spent by the employee from the time of reporting to the work site through completion of the task/problem.
  - a. Call Back Eligibility: An employee shall be eligible for call back premium pay when all of the following conditions are met.
    - i. The employee is ordered without prior notice to return to work and does in fact return to work; and
    - ii. The order to return to work is given following termination of the employee's normal/regular work shift and the employee has departed from the work site; and
    - iii. The return to work occurs not less than two ~~(2)~~ hours prior to the established start time of the employee's next shift.
  - b. Call Back Compensation – Not on Standby: Premium pay for call back assignments during each ~~twenty-four (24)~~-hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a minimum of three ~~(3)~~ hours, or actual hours worked, whichever is greater, at ~~time and one-half (1 ½) times~~ an employee's current regular rate of pay. There will be only one ~~(1)~~, three ~~(3)~~-hour minimum paid in each ~~twenty-four (24)~~-hour period.

- c. Call Back Compensation – On Standby Duty and Report to the Work Site Within One ~~(1)~~ Hour, Weather Permitting: Premium pay for call back assignments during each ~~twenty four (24)~~ hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a minimum of ~~one (1) two~~ hours, or actual hours worked, whichever is greater, at ~~time and one half (1 ½) times~~ an employee’s current regular rate of pay. There will be only one ~~(1), one (1) two-~~hour minimum paid in each ~~twenty four (24)-~~ hour period.
  - d. Call Back Compensation – On Standby Duty and Report to a Problem by Phone/Other Communication Device: Premium pay for call back assignments under this circumstance shall be actual hours worked at ~~time and one half (1 ½) times~~ an employee’s current regular rate of pay from the time of reporting to the work site (i.e., by phone/other communication device) through completion of the task/problem.
3. Standby duty is defined as any time outside of an employee’s normal/regular scheduled work shift/hours where management requires an employee to be available to respond to work related problems.
- a. Standby Availability: An employee so assigned must:
    - i. Be readily available at all hours by telephone or other agreed upon communications device; and<sub>2</sub>
    - ii. Respond immediately to a call for service, and weather permitting shall respond and report to the work site within one ~~(1)~~ hour of being called; and<sub>2</sub>
    - iii. Refrain from activities which might impair ~~his/her~~their performance of all assigned/required duties upon call out.
  - b. Standby Assignment Period and Compensation:
    - i. Standby assignments will be made on a rotational basis. Trading or switching a standby assignment is permitted with prior notice to applicable department management. The standby period is one ~~(1)~~ week, from Tuesday at 4:~~03~~0 p.m. through the subsequent Tuesday at 7:00 a.m.
    - ii. Time spent on standby duty shall not be considered hours worked.
    - iii. Standby premium pay for Monday through Friday is ~~fifty four dollars (\$65.0054.00)~~ per day. Standby premium pay for Saturday is ~~sixty seven dollars (\$80.0067.00)~~ for the day. Standby premium pay for Sunday is ~~eighty two dollars (\$98.0082.00)~~ for the day. Standby premium pay for DISTRICT recognized holidays is ~~ninety five dollars (\$114.0095.00)~~ per day/holiday.

## ARTICLE VI

### MILEAGE AND TRAVEL ALLOWANCE

#### A. REIMBURSEMENT FOR MEALS

The DISTRICT will reimburse, upon prior authorization, an employee for meals when the employee travels for DISTRICT business during meal times, and while attending authorized conferences, seminars, or meetings away from the DISTRICT based on the per diem rate provided for in the [IRS General Services Administration \(GSA\)](#) Publications for the locality of the conference, seminar, or other meeting. On January 1st of each year, the [IRSGSA](#) per diem rate tables then in effect shall apply and shall be valid until December 31st of that same year. For both the day that the employee's travel begins and the day that the employee's travel ends, the employee may claim up to ~~three-quarters (3/4)~~ of the per diem meal allowance for each such day. The DISTRICT will reimburse the employee for actual charges, but only up to the maximum per diem rates provided for in said [IRSGSA](#) Publications. If an employee seeks reimbursement for a meal expense, ~~he/she/they~~ shall fill out an expense report and attach evidence of the meal expenditure. A copy of the current [IRSGSA](#) Publications regarding the per diem rate tables can be obtained from the DISTRICT Finance Department Manager.

#### B. REIMBURSEMENT FOR MILEAGE

When authorized in advance by the General Manager, an employee directed to utilize ~~his~~[their](#) personal vehicle in the conduct of DISTRICT business shall be entitled to reimbursement at the currently permitted [Internal Revenue Service \(IRS\)](#) mileage allowance. The employee must submit an accounting of actual mileage on DISTRICT business to initiate reimbursement.

#### C. REIMBURSEMENT FOR LODGING AND INCIDENTAL EXPENSES

When authorized in advance by the General Manager, an employee shall be entitled to reimbursement for necessary costs of lodging, registration fees, parking fees, bridge and highway tolls, taxi and van/shuttle services in the conduct of authorized DISTRICT business. Lodging accommodations shall be approved in advance ~~the~~ by the General Manager. Claims for reimbursement must be accompanied by receipt showing payment. The General Manager, at ~~his~~[her/their](#) discretion, may allow an "advance allowance" to the employee. The employee must submit all receipts of expenses to substantiate said advance allowance and any funds not utilized must be promptly returned to the DISTRICT.

#### D. REIMBURSEMENT FOR TRAVEL

When authorized in advance by the General Manager, an employee shall be entitled to reimbursement for actual costs of travel (by commercial carrier) in connection with authorized DISTRICT business, when substantiated by receipt showing payment for such travel.

#### E. ADVANCED TRAVEL ALLOWANCE

The General Manager, at ~~his~~[her/their](#) direction, may allow an "advance allowance" to the employee. The employee must submit all receipts of expenses to substantiate said advance

allowance and any funds not utilized must be promptly returned to the DISTRICT. Issuance and use of a DISTRICT credit card for approved travel costs shall be subject to the General Manager's approval.

**F. REIMBURSEMENT FOR PERSONAL DEVICES**

Employees directed by the DISTRICT to use their personal devices such as, but not limited to, cell phones, tablets, and computers, to conduct routine and consistent DISTRICT business, shall be entitled to reimbursement of \$45.00 per month. This reimbursement shall not include incidental or infrequent use of personal devices.

Twice a year, in January and July, each eligible employee will submit to the Finance Department a Check Request form signed by their Department Manager for reimbursement of expenses incurred in the prior six months. Reimbursements will be paid via automated clearing house (ACH) payment.

## ARTICLE VII

### GROUP INSURANCE

- A. Effective January 1, 2014, the following applies to all employees in this unit.
1. The DISTRICT group health insurance plan includes three ~~(3)~~ Anthem Blue Cross plan type options (Classic PPO, Advantage PPO, and Consumer Driven Health Plan [CDHP]) available for selection during open enrollment.
    - a. For employees in this unit who elect/select the Advantage PPO, the DISTRICT shall pay the total actual premium cost per month for each employee, spouse, and dependent children to participate in the Advantage PPO.
    - b. For employees in this unit who elect/select the Classic PPO, the employee shall make up the monthly premium cost difference between the Classic PPO premium and Advantage PPO premium through payroll deductions, and which may be paid through IRS Section 125 pre-tax payroll deductions.
    - c. For employees in this unit who elect/select the CDHP, the DISTRICT will share the savings 50%-50% as a contribution into the employee's Health Savings Account (HSA) each plan year. Savings sharing is defined as 50% of the difference between the Advantage PPO and HDHP premium rates, subject to a limit equal to the IRS maximum (indexed annually) HSA contribution amount for any year. The exact amount of savings to be applied for each upcoming plan year is calculated during the month of December immediately preceding the plan year (e.g., in December 2013, perform calculations using 2014 plan year rates. Advantage PPO plan year rates minus CDHP plan year rates x # of permanent employees enrolled in CDHP plan = \$ total savings x 50% ÷ # of permanent employees enrolled in HDHP plan = \$ amount contributed to each employee HSA for each plan year, subject to a limit equal to the IRS maximum [indexed annually] HSA contribution amount for any year).
  2. The DISTRICT shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the DISTRICT group dental insurance plan.
  3. The DISTRICT shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the DISTRICT group (term) life insurance plan.
  4. The DISTRICT shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the DISTRICT group vision care insurance plan.
  5. The DISTRICT shall pay the total actual premium cost for each employee to participate in long term disability insurance.
  6. The DISTRICT shall maintain Health and Welfare benefits at or above the current level during the Term of this Agreement. Prior to any change being made, the DISTRICT will first meet and confer with the UNION'S bargaining committee.

7. With respect to each DISTRICT group insurance plan described above, coverage for any employee, spouse, or dependent child is subject to the terms and conditions of such plan. Coverage is not immediate or automatic and may be subject to certain waiting periods or other matters.

## ARTICLE VIII

### UNIFORMS

#### A. PROVISION AND MAINTENANCE

Uniforms are provided at DISTRICT expense for all DISTRICT personnel required to wear a uniform. Uniforms will be obtained [from each department or](#) through the [storekeeperWarehouse](#), and the employee will be responsible for and required to wear their uniform while on duty. Laundering thereof will normally be the responsibility of the DISTRICT; however, the employee may elect to launder the uniform themselves at no cost to the DISTRICT. The employee is responsible for turning in soiled uniforms so they may be laundered. The DISTRICT will provide only that number of uniforms per employee to ensure that the employee has available a clean uniform for each regular working day. Uniforms will be issued to the employee, who will be responsible for them during employment until termination.

#### B. UNIFORM COMPOSITION

The DISTRICT uniform consists of ~~the DISTRICT-issued~~ [clothing pants and shirt or skirt and blouse during for](#) all seasons of the year. Additionally, insulated coveralls, overalls, and a winter and summer jacket will be issued to employees that the DISTRICT deems appropriate.

#### C. SAFETY FOOTWEAR

When the DISTRICT requires that safety shoes be worn by employees as a condition of employment, the DISTRICT shall reimburse said employees for the cost, not to exceed ~~two hundred twenty five dollars~~ ~~(\$300.00225.00)~~ per fiscal year, of an acceptable safety shoe. [Additionally, the DISTRICT may approve additional safety footwear due to normal business use and weather considerations.](#) To be eligible for this reimbursement, the employee must obtain prior authorization from the department manager before purchasing safety shoes, and must submit the receipt to the DISTRICT to verify the cost and substantiate the reimbursement. The DISTRICT maintains the right to specify the type of required safety shoe.

ARTICLE IX

EDUCATION INCENTIVE AND TRAINING PROGRAMS

~~For those employees who receive specific prior written approval from the DISTRICT manager, the DISTRICT shall provide employees with tuition reimbursement and book reimbursement upon successful completion of courses relating to job improvement. Final grade or completion statements must be filed with the DISTRICT, along with receipts for books and tuition fees. Attendance at educational courses shall be considered as authorized DISTRICT business for purposes of expense reimbursement under Article VI hereof. Any additional reimbursements for expenses related to educational courses shall be at the sole discretion of DISTRICT manager.~~

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A. HIGHER EDUCATION

~~Employees may, with prior written approval from the General Manager, be eligible for an educational achievement award based upon successful completion of a degree which is directly related to their current job class series. Approval shall be at the sole discretion of the General Manager. Final grade or completion statements must be filed with the DISTRICT. Attendance at educational courses in this category shall not be considered as authorized DISTRICT business for purposes of expense reimbursement.~~

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~~1. Qualifying Degrees: Bachelor's, Master's, Doctorate/PhD~~

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~~2. Employees meeting the criteria shall receive a 5.0% increase to base pay plus a one-time bonus equal to 5.0% of base pay. However, the increase to base pay cannot cause the employee to exceed the maximum salary range limits. The percentage exceeding the salary range shall be awarded as an additional one-time lump-sum bonus.~~

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~~3. Only one Educational Achievement award may be awarded during an employee's tenure or tenures with the DISTRICT.~~

B. CERTIFICATION, TRAINING, EDUCATIONAL SUPPORT CLASSES

~~Employees may, with prior approval from the General Manager, be eligible for attending DISTRICT-funded courses which are directly related to their current job class series. Approval shall be at the sole discretion of the General Manager. Attendance at educational courses in this category shall be considered as authorized DISTRICT business for purposes of expense reimbursement (e.g., lodging, travel, books, etc.). If approved by the General Manager, the DISTRICT may elect to pre-pay for some programs. If an employee fails to successfully complete a course for which the DISTRICT pre-paid, the DISTRICT may require the employee to reimburse the DISTRICT.~~

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ARTICLE X

HOURS OF WORK AND SCHEDULES

Nothing in this Article shall be construed as a guarantee of any minimum number of hours to which an employee is entitled, or as a restriction on the maximum number of hours that the DISTRICT may assign an employee. Employees shall be assigned to one (1) of three (3) ~~Work Groups~~ Schedules listed below, and as established by the DISTRICT in the ~~Personnel Policy Manual~~.

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A. WORK GROUP SCHEDULE A

Commented [CW6]: The PPM modified these group names to "Schedule A, Schedule B, and Schedule C."

Employees are generally assigned to work five ~~(5)~~, eight ~~(8)~~ hour days in a workweek. The workweek for these employees commences on Sunday at 12:00 a.m. and ends the following Saturday at 11:59 p.m. (midnight).

B. WORK GROUP SCHEDULE B

Employees are generally assigned to work four ~~(4)~~ ten ~~(10)~~ hour days in the workweek. The workweek for these employees commences on Sunday at 12:00 a.m. and ends the following Sunday at ~~11:59 p.m.~~ (midnight).

C. WORK GROUP SCHEDULE C

Employees are generally assigned to work ~~eight (8) nine (9) hour days and one (1) eight (8) hour day during the pay period~~ four shifts of nine hours in each workweek, as well as one shift of eight hours on a designated alternating flex day. The work period shall begin half-way through the day designated as the eight-hour flex day and the corresponding alternate day off. In other words, each 14-day pay period, employees will work eight shifts of nine hours and one shift of eight hours with 40 hours of scheduled work each workweek.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**A. PURPOSE OF GRIEVANCE PROCEDURE**

The grievance procedures set forth herein are designed to resolve grievances informally and to provide an orderly procedure for the prompt review and resolution of grievances. A grievance is defined as an alleged violation, misapplication, or misinterpretation of a provision of this Agreement. This grievance procedure is available only to full-time or part-time employees.

**B. TIME LIMITS**

Each person involved in a grievance shall act quickly so that the grievance may be solved promptly. Each person shall make every effort possible to complete action within the time limits contained within these grievance procedures, but with the written consent of the other parties involved, the time limits of any step may be extended.

**C. PRESENTATION OF GRIEVANCE**

An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum.

**D. FIRST STEP OF GRIEVANCE PROCEDURE (INFORMAL DISCUSSIONS/GRIEVANCES)**

A grievance shall be discussed initially between the employee and his/her/their supervisor. The employee shall have a reply in writing from the supervisor within five ~~(5)~~ working days.

**E. SECOND STEP OF GRIEVANCE PROCEDURE (FORMAL GRIEVANCE)**

1. If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may initiate a formal grievance in writing. The formal grievance shall be initiated within ~~fifteen (15)~~ working days of the decision rendered in the informal grievance procedure. The formal grievance shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the grievance is based. The formal grievance shall be filed with the General Manager or a designated representative of the DISTRICT.

2. Within five ~~(5)~~ working days after the filing of the formal grievance, the General Manager shall give his/her/their decision in writing to the grievant.

**F. THIRD STEP OF GRIEVANCE PROCEDURE (APPEAL)**

If the grievant is not satisfied with the decision rendered by the General Manager or a designated representative of the DISTRICT, the grievant may appeal the decision in writing within five ~~(5)~~ working days to the Board of Directors, otherwise the issue will be considered settled. The appeal shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the appeal is based.

**G. HEARING OF APPEAL**

Within ten ~~(10)~~ working days of the filing of an appeal, the Board shall have a meeting with the aggrieved and/or ~~his/her~~their representative.

**H. DECISION ON APPEAL**

Within ten ~~(10)~~ working days of the hearing of the appeal, the Board shall issue a written decision concerning the employee's appeal. The decision of the Board of Directors shall be final.

**I. REPORTS TO BOARD OF DIRECTORS**

The Board of Directors shall receive copies of all formal grievances and all grievance decisions of the General Manager.

**ARTICLE XII**

**RETIREMENT**

The DISTRICT will provide a Pension contribution for represented employees of ~~twenty percent (20%)~~ of employee's gross wages, and a \$0.50 (limited at 2% of an employee's gross wages) matching Pension contribution for every \$1.00 of an employee's contribution (limited at 4% of an employee's gross wages) to ~~his/her~~their 457 plan, effective January 1, 2014. Any change to pension terms for non-represented employees will be offered to represented employees.

## ARTICLE XIII

### PERSONNEL RULES

The following excerpted sections of the Personnel [Policy Manual/Rules](#) are within the scope of negotiations:

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#### A. WORKERS' COMPENSATION

Worker's compensation is provided for all employees.

#### B. UNEMPLOYMENT INSURANCE

Unemployment insurance is provided in accordance with current state and federal laws.

#### C. RETIREMENT PROGRAM

Refer to Agreement Article XII.

#### D. COURT DUTY

1. This section shall not apply to any employee who is a named party in an action unrelated to the DISTRICT and its activities.
2. When an employee has jury duty or appears in court as a witness, the employee shall elect between one of the following:
  - a. The employee may turn in to the DISTRICT all compensation the employee receives because of the court duty. In this instance, the employee will draw full salary during the period of court duty.
  - b. The employee may have deducted from [his/her/their](#) salary the total time absent for court duty. The employee may then receive payment for [his/her/their](#) court duty from the court or [f](#) other sources.
3. In no event shall double ~~(2)~~ pay to the employee result from court duty. The DISTRICT will not compensate the employee for mileage or meal expenses, unless the employee is testifying on a DISTRICT related matter and is eligible for such compensation reimbursement.

#### E. BEREAVEMENT LEAVE

~~A regular full-time or part-time employee may take twenty-four (24) hours off, with approval from the General Manager, with pay for the purpose of attending a funeral for members of the employee's immediate family as defined in the DISTRICT Code. This time off is charged as bereavement leave, not vacation or sick leave. A regular full-time or part-time employee may take twenty-four (24) hours off, with approval from the General Manager, with pay for the purpose of attending a funeral for members of the employee's immediate family as defined in the DISTRICT Personnel Policy Manual. This time off is charged as bereavement leave, not vacation or sick leave.~~

Furthermore, employees may be entitled to unpaid bereavement leave under State law (Government Code 12945.7). State law provides that employees employed for at least 30 days are provided with a total of 5 days for the death of family member. Family member means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code section 12945.2. Employees may use sick or vacation leave to receive pay of otherwise unpaid bereavement leave.

**F. AUTHORIZED LEAVE OF ABSENCE**

1. A regular full-time or part-time employee who has completed his/her/their probationary period may be allowed up to ~~thirty (30)~~ days leave of absence without pay for acceptable reasons upon the prior written approval of the General Manager.
2. A leave of absence over ~~thirty (30)~~ days requires the prior approval of the Board.
3. Military leave shall be governed by state and federal law.
4. Refer to the Personnel Policy Manual of the DISTRICT ~~Code~~ concerning pregnancy disability leave.

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**G. UNAUTHORIZED LEAVE OF ABSENCE**

1. Any employee who is absent for three ~~(3)~~ working days without being on authorized leave shall automatically have resigned his/her/their employment with the DISTRICT, unless otherwise determined by the General Manager. An unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.
2. Nothing in this section shall limit the General Manager's authority to discipline or dismiss an employee due to an unauthorized absence.
3. An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his/her/their DISTRICT employment.

**H. PAID HOLIDAYS**

Full-time employees shall be entitled to the following holidays with pay:

1. January 1~~st~~ (New Year's Day);
2. The third Monday in February (President's Day);
3. The last Monday in May (Memorial Day);
4. July 4~~th~~ (Independence Day);
5. The first Monday in September (Labor Day);
6. November 11 (Veteran's Day);

- 7. Thanksgiving Day and the Day after Thanksgiving;
- 8. December 25 (Christmas Day).

If any DISTRICT holiday falls upon a Sunday, the following Monday is athe holiday. If any DISTRICT holiday falls on a Saturday, the preceding Friday is athe holiday.

**I. PERSONAL HOLIDAYS**

Regular employees will receive ~~twenty-four (24)~~ hours of "personal holidays" with pay on January 1st of each calendar year. Unused personal holiday hours will carry over to the following calendar year. Personal holiday accumulation is limited to ~~twenty-four (24)~~ hours. The supervisor may require five ~~(5)~~ working days notice prior to an employee taking a personal holiday.

**J. PAID VACATION FOR FULL-TIME EMPLOYEES**

~~Following successful completion of the initial probationary period, regular full-time employees will accrue paid vacation on the following schedule:~~

- ~~1. First through two years 10 days/year~~
- ~~2. Three through four years 15 days/year~~
- ~~3. Five through eight years 17 days/year~~
- ~~4. Nine through fourteen years 19 days/year~~
- ~~5. Fifteen years and over 20 days/year~~

~~Vacation time is credited bi-weekly. Vacation time is accrued at the rate of one twenty sixth (1/26th) of the annual amount the employee may earn. Regular full-time employees, regardless of probationary status, will accrue paid vacation on the following schedule:~~

- ~~1. First through two years 10 days/year~~
- ~~2. Three through four years 15 days/year~~
- ~~3. Five through eight years 17 days/year~~
- ~~4. Nine through fourteen years 19 days/year~~
- ~~5. Fifteen years and over 20 days/year~~

~~Vacation time is credited bi-weekly. Vacation time is accrued at the rate of 1/26 of the annual amount the employee may earn.~~

**K. PAID VACATION FOR PART-TIME EMPLOYEES**

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~~A part-time employee shall accrue paid vacation in the same proportion as his/her regularly scheduled monthly working hours bear to the regularly scheduled working hours of a full-time employee in a comparable position. A part-time employee, regardless of probationary status, or a full-time employee who is in unpaid status for part of a pay period, shall accrue paid vacation using the above schedule on a prorated basis, but the years of service are on a year for year basis. For example, an employee who has worked 30 hours per week for the DISTRICT for ten years would receive 114 hours/year.~~

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**L. MAXIMUM VACATION ACCRUAL TIME FOR FULL-TIME AND PART-TIME EMPLOYEES**

1. While accrued, unused vacation will carry over from year to year. The maximum vacation an employee may accrue (except as set forth below) is ~~two hundred forty (240)~~ hours. Once an employee reaches this cap, ~~he/she/they~~ will cease accruing vacation until ~~he/she/they~~ uses vacation and ~~it~~ drops below the cap.
2. A part-time employee may accrue ~~a maximum of two hundred forty (240) hours times their full-time equivalent (FTE), times his/her normal monthly working hours divided by the normal monthly working hours of a full-time employee in a comparable position.~~
3. Employees may request cash out of up to ~~forty (40)~~ hours of accrued vacation, once per calendar year. This will be granted at the discretion of the General Manager.

**M. DISPOSITION OF VACATION TIME UPON TERMINATION**

An employee leaving the DISTRICT'S employ without ~~his/her/their~~ having taken earned vacation time shall be entitled to pay in lieu thereof for the number of working days of vacation to which ~~he/she is/they are~~ entitled.

**N. ACCRUAL OF SICK LEAVE**

1. Each full-time or part-time employee shall accrue sick leave with pay, commencing on the first day of employment.
2. Each full-time employee shall accrue sick leave with pay on the basis of eight ~~(8)~~ hours for each full calendar month of full-time service.
3. Each part-time employee shall accrue sick leave on a pro-rata basis.
4. The maximum amount of sick leave accrual is ~~five hundred (500)~~ hours.

**O. USE OF SICK LEAVE**

~~Accrued sick leave may be taken after the probationary period has been completed successfully, or as required by California Paid Sick Leave. In order to get paid sick leave, the employee must inform his/her supervisor prior to the start of his/her scheduled working hours or upon leaving his/her job due to sickness, except in cases of emergency. A regular employee may use accrued sick leave after the first day of employment with the DISTRICT, subject to the limits and request provisions in the Personnel Policy Manual. In order to get paid sick leave, the employee must~~

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inform their supervisor prior to the start of their scheduled working hours or upon leaving their job due to sickness, except in cases of emergency.

**P. COORDINATION OF BENEFITS**

An employee absent due to injury or illness for which worker's compensation or state disability benefits are made, may elect during such absence to use accrued sick leave in an amount that, when combined with worker's compensation and/or state disability payments received, equals the employee's regular bi-monthly compensation. Similarly, he/she/they may elect to use any accrued vacation time after the sick leave is exhausted. In no event shall an employee receive more compensation on any day of absence than he/she/they would have received if he/she/they had worked.

**Q. UNEARNED SICK LEAVE**

Sick leave with pay shall not be allowed or taken until earned. No exceptions will be made.

**R. PAYMENT FOR UNUSED SICK LEAVE**

1. Quarterly optional gross wages cash-out once per calendar quarter (March, June, September, December). An employee may elect to be paid for any sick leave accumulated in excess of ~~three hundred sixty (360)~~ hours. The payment for this sick leave shall be at a rate equivalent to ~~one hundred percent (100%)~~ of their hourly rate.
2. -A full-time or part-time employee leaving the DISTRICT'S employ in good standing, and who is not Normal Retirement eligible, shall be compensated for  $\frac{1}{2}$  of unused sick leave, up to the accrual limit, at ~~the rate of fifty percent (50%) of~~ the base hourly rate of the employee at the time of his/her/their termination and/or resignation.
3. An employee who is Normal Retirement eligible and is retiring from DISTRICT service and eligible to begin receiving DISTRICT pension benefits at the time of Normal Retirement from the DISTRICT shall have the following options:
  - a. Receive payment for unused sick leave at a rate of ~~one hundred percent (100%)~~ of his/her/their base hourly rate, or
  - b. Apply accumulated unused sick leave toward an early retirement on an ~~eighty (80)-hours~~ per pay period basis with benefits (i.e., contributions for health premium, retirement, and LTD/STD). Employees will not be permitted to switch from full-time to part-time for the purposes of this program. No additional accruals of any paid time off (i.e., bereavement leave, recognized holidays, vacation leave, personal holiday leave, recognition leave, and sick leave) benefits shall be provided and/or earned for the period of early retirement.

**Commented [CW12]:** LCW explained when we modified the PPM that this reads as giving the Ee a lower rate of pay, whereas cutting the accrual in  $\frac{1}{2}$  is allowed.

**S. EXTENDED SICK LEAVE WITHOUT PAY**

Any request for extended sick leave without pay due to illness or injury shall be at the discretion and approval of the General Manager. At the time of request, the full-time or part-time employee shall submit a physician's certificate to support the request. The General Manager may approve

a request for sick leave without pay for a period of up to ~~thirty (30)~~ days. Only the Board of Directors may approve a request for sick leave without pay for over ~~thirty (30)~~ days. The employee shall be responsible for ~~his/her~~their medical insurance premium payments after ~~three calendar months~~~~ninety (90) days~~ of extended sick leave without pay. The ~~three calendar-month~~~~ninety (90) day~~ limit shall be exclusive of protected leave status benefits. Only the Board of Directors may approve a request for DISTRICT payments of medical insurance premiums after ~~three calendar months~~~~ninety (90) days~~.

**Commented [CW13]:** This is consistent with the change we made to the PPM. Premiums are paid on a calendar month basis.

**T. STATUTORY FAMILY AND MEDICAL LEAVE**

The DISTRICT provides eligible employees the opportunity to take unpaid leaves of absence in accordance with the state California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), in accordance with Exhibit II of this Agreement.

**U. DRUG AND ALCOHOL TESTING FOR OPERATORS OF COMMERCIAL MOTOR VEHICLES AND DRUG FREE WORKPLACE AND TESTING POLICY FOR EMPLOYEES**

These policies shall be as described in the ~~Personnel Policy Manual of the~~ DISTRICT ~~Code~~, and revisions shall be subject to meet-and-confer prior to adoption.

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**ARTICLE XIV**

**NEPOTISM**

The DISTRICT hereby agrees that it shall not discriminate in terms of hiring, promotion, termination, or any other term and/or condition of employment, in favor or against any person, solely on the basis of that person's family relationship or lack thereof to any other person employed by the DISTRICT.

**ARTICLE XV**

**NO LOCKOUTS**

No lockout of unit employees shall be initiated by DISTRICT during the term of this Agreement.

## ARTICLE XVI

### PEACEFUL PERFORMANCE CLAUSE

- A. The parties to this Agreement recognize and acknowledge that many of the services performed by the DISTRICT employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the DISTRICT. UNION agrees that under no circumstances will UNION or any member of the bargaining unit recommend, encourage, cause, or permit its member to initiate, participate in, or take part in any strike, sit-down, slow-down, or picketing in any office or department of DISTRICT, the curtail any work or restrict any production, or to interfere with any operation of DISTRICT (hereinafter collectively referred to as work-stoppage). In the event of any such work-stoppage by UNION or any member of the bargain unit, DISTRICT shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- B. In the event of any work-stoppage, during the term of this Agreement, whether by UNION or by any member of the bargaining unit, UNION, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon DISTRICT. If in the event of any work-stoppage, UNION promptly and in good faith performs the obligations of this paragraph, and, providing UNION has not otherwise authorized, permitted, or encouraged such work-stoppage, UNION shall not be liable for any damages caused by the violation of this provision. However, DISTRICT shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and DISTRICT shall also have the right to seek full legal redress, including damages, against any such employee.

**ARTICLE XVII**

**FULL UNDERSTANDING AND MODIFICATION AND WAIVER**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by DISTRICT Board of Directors and UNION.
- D. The waiver of any breach, term, of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE XVIII**

**SAVINGS PROVISION**

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

**ARTICLE XIX**

**TERMINATION**

This Memorandum of Understanding between DISTRICT and UNION shall be in full force and effect from ~~April 1, 2021~~July 1, 2026, through ~~June 30, 2026~~March 31, 2029, subject to Section A below.

- A. This Memorandum of Understanding shall become effective only after ratification by the members of the UNION, followed by DISTRICT Board of Directors approval, and shall remain in full force and effect through ~~June 30, 2026~~March 31, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2026~~1~~.

FOR THE MAMMOTH COMMUNITY WATER DISTRICT:

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

~~CLAY MURRAY~~  
General Manager

RONALD J. SIKORSKI  
Business Manager/General Vice-President

THOMAS R. SMITH  
Board President

LARRY DAVISON  
President

THOMAS CAGE  
Board Member

DAVID GARBARINO  
Vice President

SHAWN KINSEY  
Recording-Corresponding Secretary

DAVID SIKORSKI  
Financial Secretary

PERRY HAWKINS  
Treasurer

JOHN ADAMS  
Business Representative

EXHIBIT I - TABLE I		
General Employee Unit		
Salaries Effective 06/28/2026		
CLASS TITLE	SALARY RANGE	
	MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	27.80	36.45
Account Clerk II	32.72	40.76
Account Clerk III	37.84	53.27
Administrative Analyst	42.96	57.78
Administrative Analyst/Permits	44.42	57.78
Administrative Assistant	33.89	40.15
Construction Project Specialist	47.40	57.29
Heavy Equipment Operator and Line Maintenance Worker	35.45	44.03
Information Systems Specialist	53.78	65.08
Inspector	40.74	55.93
Instrumentation Technician	47.40	57.29
Instrumentation Technician Supervisor	47.93	65.01
Laboratory Technician	41.64	57.65
Line Maintenance Technician	47.40	57.29
Line Maintenance Worker I	29.64	38.86
Line Maintenance Worker II	32.93	43.46
Line Maintenance Worker III	38.86	49.56
Mechanical Maintenance Technician	47.40	57.29
Mechanical Maintenance Worker I	29.64	38.86
Mechanical Maintenance Worker II	32.93	43.46
Mechanical Maintenance Worker III	38.86	49.56
Permit Official	40.15	48.19
Plant Maintenance Mechanical Technologist	47.40	57.29
Plant Maintenance Worker I	29.64	38.86
Plant Maintenance Worker II	32.93	43.46
Plant Maintenance Worker III	38.86	49.56
Purchasing Agent	35.98	48.27
Resource Monitoring Specialist/Water Treatment Plant Operator I	32.06	41.85
Resource Monitoring Specialist/Water Treatment Plant Operator II	38.11	49.87
Resource Monitoring Specialist/Water Treatment Plant Operator III	44.18	55.67
Storekeeper	26.99	35.66
Technician Trainee	28.68	39.45
Utility Worker	28.88	35.73
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	30.97	42.70
Wastewater Treatment Plant Operator II	38.11	49.87
Wastewater Treatment Plant Operator III	44.18	55.67
Wastewater Treatment Plant Operator Trainee / Operator I	32.06	41.85
Water Treatment Plant Operator I	32.06	41.85
Water Treatment Plant Operator II	38.11	49.87
Water Treatment Plant Operator III	44.18	55.67
Water/Wastewater Treatment Plant Operator-In-Training	29.33	38.94

EXHIBIT I - TABLE II		
General Employee Unit		
Salaries Effective 04/01/2027		
CLASS TITLE	SALARY RANGE	
	MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	28.50	37.36
Account Clerk II	33.54	41.78
Account Clerk III	38.79	54.60
Administrative Analyst	44.03	59.22
Administrative Analyst/Permits	45.53	59.22
Administrative Assistant	34.74	41.15
Construction Project Specialist	48.59	58.72
Heavy Equipment Operator and Line Maintenance Worker	36.34	45.13
Information Systems Specialist	55.12	66.71
Inspector	41.76	57.33
Instrumentation Technician	48.59	58.72
Instrumentation Technician Supervisor	49.13	66.64
Laboratory Technician	42.68	59.09
Line Maintenance Technician	48.59	58.72
Line Maintenance Worker I	30.38	39.83
Line Maintenance Worker II	33.75	44.55
Line Maintenance Worker III	39.83	50.80
Mechanical Maintenance Technician	48.59	58.72
Mechanical Maintenance Worker I	30.38	39.83
Mechanical Maintenance Worker II	33.75	44.55
Mechanical Maintenance Worker III	39.83	50.80
Permit Official	41.15	49.39
Plant Maintenance Mechanical Technologist	48.59	58.72
Plant Maintenance Worker I	30.38	39.83
Plant Maintenance Worker II	33.75	44.55
Plant Maintenance Worker III	39.83	50.80
Purchasing Agent	36.88	49.48
Resource Monitoring Specialist/Water Treatment Plant Operator I	32.86	42.90
Resource Monitoring Specialist/Water Treatment Plant Operator II	39.06	51.12
Resource Monitoring Specialist/Water Treatment Plant Operator III	45.28	57.06
Storekeeper	27.66	36.55
Technician Trainee	29.40	40.44
Utility Worker	29.60	36.62
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	31.74	43.77
Wastewater Treatment Plant Operator II	39.06	51.12
Wastewater Treatment Plant Operator III	45.28	57.06
Wastewater Treatment Plant Operator Trainee / Operator I	32.86	42.90
Water Treatment Plant Operator I	32.86	42.90
Water Treatment Plant Operator II	39.06	51.12
Water Treatment Plant Operator III	45.28	57.06
Water/Wastewater Treatment Plant Operator-In-Training	30.06	39.91

EXHIBIT I - TABLE III		
General Employee Unit		
Salaries Effective 04/01/2028		
CLASS TITLE	SALARY RANGE	
	MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	29.21	38.29
Account Clerk II	34.38	42.82
Account Clerk III	39.76	55.97
Administrative Analyst	45.13	60.70
Administrative Analyst/Permits	46.67	60.70
Administrative Assistant	35.61	42.18
Construction Project Specialist	49.80	60.19
Heavy Equipment Operator and Line Maintenance Worker	37.25	46.26
Information Systems Specialist	56.50	68.38
Inspector	42.80	58.76
Instrumentation Technician	49.80	60.19
Instrumentation Technician Supervisor	50.36	68.31
Laboratory Technician	43.75	60.57
Line Maintenance Technician	49.80	60.19
Line Maintenance Worker I	31.14	40.83
Line Maintenance Worker II	34.59	45.66
Line Maintenance Worker III	40.83	52.07
Mechanical Maintenance Technician	49.80	60.19
Mechanical Maintenance Worker I	31.14	40.83
Mechanical Maintenance Worker II	34.59	45.66
Mechanical Maintenance Worker III	40.83	52.07
Permit Official	42.18	50.62
Plant Maintenance Mechanical Technologist	49.80	60.19
Plant Maintenance Worker I	31.14	40.83
Plant Maintenance Worker II	34.59	45.66
Plant Maintenance Worker III	40.83	52.07
Purchasing Agent	37.80	50.72
Resource Monitoring Specialist/Water Treatment Plant Operator I	33.68	43.97
Resource Monitoring Specialist/Water Treatment Plant Operator II	40.04	52.40
Resource Monitoring Specialist/Water Treatment Plant Operator III	46.41	58.49
Storekeeper	28.35	37.46
Technician Trainee	30.14	41.45
Utility Worker	30.34	37.54
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	32.53	44.86
Wastewater Treatment Plant Operator II	40.04	52.40
Wastewater Treatment Plant Operator III	46.41	58.49
Wastewater Treatment Plant Operator Trainee / Operator I	33.68	43.97
Water Treatment Plant Operator I	33.68	43.97
Water Treatment Plant Operator II	40.04	52.40
Water Treatment Plant Operator III	46.41	58.49
Water/Wastewater Treatment Plant Operator-In-Training	30.81	40.91

## EXHIBIT II

### FMLA POLICY

This Exhibit is intended to comply with the Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") and their respective regulations, as they may be amended from time to time. This Exhibit will not be construed to provide greater or lesser benefits than these statutes require/provide. If any provision of this Exhibit conflicts with the FMLA or CFRA, the statutes and their regulations will govern.

#### A. ELIGIBILITY

The District provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the District for at least twelve (12) months prior to the date on which the leave is to commence; and (2) have worked at least One Thousand Two Hundred Fifty (1,250) hours in twelve (12) months preceding the leave.

#### B. FMLA LEAVE

##### 1. Permissible Uses

- a. "Family Care Leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical Leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.
- b. "Qualifying Exigency Leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying Exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, and additional activities. Employees may contact the Executive Director or his or her designee for more information about what qualifies as a "qualifying exigency".
- c. "Military Caregiver Leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member". A "covered service member" is:
  - i. A member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is (1)

undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

- ii. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

2. Amount of FMLA Leave Available

- a. Provided all the conditions of this policy and the FMLA are met, an employee may take a maximum of twelve (12) work weeks total of family care leave, medical leave and qualifying exigency leave under the FMLA in a rolling twelve (12) month period. This rolling twelve (12) month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency under the FMLA commences. Spouses who are both employed by the District may take a maximum combined total of twelve (12) work weeks of family care leave under the FMLA in a twelve (12) month period for the birth, adoption, or foster care of their child.
- b. Provided all the conditions of this policy and the FMLA are met, an employee may take up to twenty-six (26) work weeks total of a combination of all leaves under the FMLA during a twelve (12) month period (up to twelve (12) work weeks of which may be for FMLA leave other than military caregiver leave). The twelve (12) month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

C. **CFRA LEAVE**

- 1. "Family Care Leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical Leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.
- 2. Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a twelve (12) month period. This twelve (12) month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the District may take a maximum combined total of twelve (12) weeks of family care leave under the CFRA in a twelve (12) month period for the birth, adoption, or foster care of their child.

3. Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

**D. INTERMITTENT LEAVE**

1. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of a least two (2) weeks duration; however, the District will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.
2. Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.
3. FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

**E. SUBSTITUTION OF PAID LEAVE**

1. Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all FMLA/CFRA Leaves. Employees are required to substitute accrued sick leave for FMLA/CFRA Leaves taken for an employee's own serious health condition. Employees may elect to substitute sick leave for other types of FMLA/CFRA leave.
2. If the employee is receiving payments from the State Disability Insurance ("SDI") while on FMLA/CFRA Leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.
3. The substitution of paid leave for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/C.FRA Leave.

**F. LEAVE'S EFFECT ON PAY**

Except to the extent that other paid leave is substituted for FMLA/CFRA, Leave is unpaid.

**G. LEAVES' EFFECT ON BENEFITS**

1. During an employee's FMLA/CFRA Leave, the District shall continue to pay for the employee's participation in the District's group health insurance to the same extent and

under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the District will notify the employee of such failure and, if payment is not made, terminate the coverage.

2. If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the District is entitled to recover any health premiums paid by the District on the employee's behalf during any unpaid period of the leave.
3. Employees on FMLA/CFRA Leave accrue employment benefits, such as vacation benefits or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid leave to supplement SDI payment as discussed in Section XI(D)(5) above, he or she will accrue employment benefits on a pro rata basis.

#### H. **PROCEDURE FOR REQUESTING FAMILY CARE AND MEDICAL LEAVE**

##### 1. Notice Requirements

- a. Employees should notify the General Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days advance written notice to the General Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the General Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the District's business.
- b. If an employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to deny the taking of the leave.
- c. All requests for FMLA/CFRA Leave should include anticipated dates(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

##### 2. Certification

- a. Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must

provide the required certification within fifteen (15) calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen (15) days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

- b. Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.
- c. Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the District has reason to doubt the validity of the certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the District may also require the employee to provide medical certification that he or she is able to return to work.
- d. Certification of a military caregiver leave under the FMLA shall either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an invitation Travel Order or Authorized issued by the Department of Defense.
- e. The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

**I. LEAVES' EFFECT ON REINSTATEMENT**

- 1. Employees returning from FMLA/CFRA Leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

2. Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

## AGENDA ITEM

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**Subject:** Discuss and Consider Adopting Resolution No. 06-24-26-17 – First Amendment to FY27 Salary and Authorized Positions Resolution No. 03-19-26-07:

1. Amending Salary Ranges for Represented Classes; and
2. Amending Salary Ranges for Non-Represented Classes and Other Forms of Compensation

**Information Provided By:** Chris Weibert, Human Resources Manager

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### **Background**

As part of the annual budgeting process staff prepares and presents a resolution to the Board that defines the District's salary and authorized positions for the coming fiscal year. This Salary and Authorized Positions Resolution (SAPR) establishes rules for the application of District employee compensation rates, schedules, salary ranges and adjustments, and related requirements. It also shows the compensation rates and salary ranges negotiated with the bargaining units. Additionally, it establishes the number of permanent full-time positions in which persons may be employed within the various departments as approved in the budget for the coming fiscal year. Occasionally, the SAPR is amended mid-fiscal year.

### **Discussion**

The District concluded negotiations with the bargaining unit and an amendment is being brought to the Board for consideration and possible adoption reflecting adjustments to both represented and non-represented classes. Attached are both a redlined version and the final version of the proposed amended SAPR.

The First Amendment to the FY27 SAPR reflects the salary range structure to be effective June 28, 2026, for all represented classes and commensurate with the adopted successor MOU. It also reflects the salary range structure to be effective June 28, 2026, for all non-represented classes and other forms of compensation. The particulars are as follows:

- Section 2, Subsection B. Alphabetical Class/Position Listing: Reflects the salary range structure to be effective June 28, 2026, for all represented classes in accordance with the current Memorandum of Understanding.
- Section 2, Subsection B. Alphabetical Class/Position Listing: Adjusts the minimum/lower end and the maximum/upper end of the salary ranges based on MCWD's benefits and compensation study. Increases the employees' wages the same amount as the adjustment, or 3.0%, whichever is greater effective June 28, 2026, for non-represented classes in accordance with direction from the Board of Directors and General Manager.
- Section 4, Subsection B. On Call/Call Back/Standby – Non-Represented Classes:

Effective June 28, 2026, increases the minimum to two hours for Call Back Compensation – On Standby Duty.

Effective June 28, 2026, increases standby premium pay to \$65.00/day (Monday through Friday), \$80.00 for Saturday, \$98.00 for Sunday, and \$114.00 per day/holiday.

- Section 4, Subsection C. Safety Footwear: Effective June 28, 2026, increases the reimbursement for safety footwear to \$300.00 and adds the District may approve additional safety footwear due to normal business use and weather considerations.
- Section 4, Subsection D. Reimbursement for Personal Devices: Effective July 1, 2026, modifies current procedures to reimburse all employees \$45.00 per month.

The adoption of this SAPR implements the motions and actions of the Board in the approved FY27 budget, other motions to date for direction in drafting this final action, and General Manager classification maintenance plan direction. By adoption of this First Amendment to the FY27 SAPR, the Board hereby directs responsible District staff to make the necessary technical and clerical corrections to this SAPR to implement the intent of the Board. Such corrections shall not alter, in any manner, the substance or intent of the Board in adopting this SAPR.

### **Fiscal Impact**

It is estimated the overall fiscal impact to the adopted FY27 budget is an increase of approximately \$122,700 to labor costs for non-represented employees and approximately \$136,300 with the approval of the successor MOU for represented employees.

### **Requested Action**

It is requested that the Board review and adopt Resolution No. 06-24-26-17, the First Amendment to the FY27 Salary and Authorized Positions.

Attachment(s): FY22 Salary & Authorized Positions Resolution, No. 06-24-26-17 (redlined version)  
FY22 Salary & Authorized Positions Resolution, No. 06-24-26-17 (final version)

MAMMOTH COMMUNITY WATER DISTRICT  
*"WATER IS OUR FUTURE"*



**Fiscal Year 2027**

(April 1, 2026, through March 31, 2027)

**Salary and Authorized Positions Resolution  
Resolution No. 06-24-26-17**

**SALARY AND AUTHORIZED POSITIONS RESOLUTION**  
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## RESOLUTION NUMBER 06-24-26-17

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### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAMMOTH COMMUNITY WATER DISTRICT AMENDING FOR FISCAL YEAR 2027 RULES FOR THE APPLICATION OF DISTRICT EMPLOYEE COMPENSATION RATES, SCHEDULES AND RELATED REQUIREMENTS, COMPENSATION RATES AND SCHEDULES FOR, AND THE NUMBER OF POSITIONS AUTHORIZED IN THE VARIOUS DEPARTMENTS AND OFFICES OF THE DISTRICT

BE IT RESOLVED by the Board of Directors of the Mammoth Community Water District as follows:

#### **SECTION 1 – SPECIAL PROVISIONS APPLICABLE TO ALL CLASSES**

Unless specified otherwise in a Section, the rules set forth in this Salary and Authorized Positions Resolution (“SAPR”) constitute special provisions applicable to all classes of employment in the District service; provided, however, that if any provision of a Memorandum of Understanding or the District’s Employment Rules and Regulations adopted and approved by the Board of Directors and currently in effect is clearly and specifically in conflict with any rule contained in this SAPR, the provision in such Memorandum of Understanding or Employee Rules and Regulations shall prevail.

#### **SECTION 2 – ALPHABETICAL CLASS/POSITION LISTING**

##### **A. Definitions**

1. Classification Title: Under the heading “Class Title” is designated the title of classification of job class and/or position.
2. Job Classification Number: Under the heading “JCN” is the job classification number, which identifies the job title for personnel accounting and classification maintenance purposes.
3. Federal Fair Labor Standards Act: Under the heading “FLSA” is the designation of classification under the Federal Fair Labor Standards Act. The following are the FLSA designations:

A – Administrative  
E – Executive  
P – Professional  
L – Elective  
N – Non-Exempt

Employees in classes that do not have an “N” are exempt from FLSA, and are not eligible for overtime or compensatory time off for overtime as provided for in the rules and regulations of the FLSA.

4. Probationary Period: Under the heading “PP” is the number of months for the probationary period of new incumbents.

5. Unit: Under the heading "Unit" is the designation of the registered bargaining unit which represents the classification. Non-represented classifications are designated as "NR" and elected officials are designated as "EL".
6. Salary Range: The figures under this heading represent the minimum and maximum salaries in an hourly equivalent. Actual placement and movement within the salary range is determined consistent with the Personnel Manual and merit-based performance factors.

**B. Alphabetical Class/Position Listing, Effective June 28, 2026**

**SECTION 2 - ALPHABETICAL CLASS/POSITION LISTING**

Effective June 28, 2026

*Subsection B.*

CLASSIFICATION TITLE	JCN	FLSA	PP (MONTHS)	UNIT	SALARY RANGE	
					MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	-	N	6	GEU	27.80	36.45
Account Clerk II	-	N	6	GEU	32.72	40.76
Account Clerk III	-	N	6	GEU	37.84	53.27
Administrative Analyst	0340	N	6	GEU	42.96	57.78
Administrative Analyst/Permits	0813	N	6	GEU	44.42	57.78
Administrative Assistant	0339	N	6	GEU	33.89	40.15
Assistant Engineer	0806	N	6	NR	49.36	59.26
Associate Engineer	0803	N	6	NR	64.50	77.38
Board of Directors, Member	-	L	-	EL	Stipend & Expenses	
Board of Directors, President	-	L	-	EL	Stipend & Expenses	
Board of Directors, Vice President	-	L	-	EL	Stipend & Expenses	
Construction Project Specialist	4705	N	6	GEU	47.40	57.29
District Engineer	0801	E	6	NR	81.92	104.21
Executive Assistant	0311	A	6	NR	52.59	63.11
Finance Manager	0501	E	6	NR	76.79	101.77
General Manager	0001	E	-	NR	Per Contract	
Heavy Equipment Operator and Line Maintenance Worker	-	N	6	GEU	35.45	44.03
Human Resources and Risk Specialist	0320	A	6	NR	43.12	58.01
Human Resources Manager	0201	E	6	NR	73.10	92.61
Information Services Manager	2201	E	6	NR	77.58	100.84
Information Systems Specialist	2212	N	6	GEU	53.78	65.08
Inspector	-	N	6	GEU	40.74	55.93
Instrumentation Technician	2804	N	6	GEU	47.40	57.29
Instrumentation Technician Supervisor	-	N	6	GEU	47.93	65.01
Laboratory Supervisor	1320	N	6	NR	54.24	75.11
Laboratory Technician	-	N	6	GEU	41.64	57.65
Line Maintenance Supervisor	1641	N	6	NR	54.24	75.11
Line Maintenance Technician	4714	N	6	GEU	47.40	57.29
Line Maintenance Worker I	4711	N	6	GEU	29.64	38.86
Line Maintenance Worker II	4712	N	6	GEU	32.93	43.46

**SECTION 2 - ALPHABETICAL CLASS/POSITION LISTING**

Effective June 28, 2026

*Subsection B.*

CLASSIFICATION TITLE	JCN	FLSA	PP (MONTHS)	UNIT	SALARY RANGE	
					MINIMUM HOURLY	MAXIMUM HOURLY
Line Maintenance Worker III	4713	N	6	GEU	38.86	49.56
Mechanical Maintenance Supervisor	4720	N	6	NR	54.24	75.11
Mechanical Maintenance Technician	4724	N	6	GEU	47.40	57.29
Mechanical Maintenance Worker I	4721	N	6	GEU	29.64	38.86
Mechanical Maintenance Worker II	4722	N	6	GEU	32.93	43.46
Mechanical Maintenance Worker III	4723	N	6	GEU	38.86	49.56
Permit Official	-	N	6	GEU	40.15	48.19
Plant Maintenance Mechanical Technologist	4734	N	6	GEU	47.40	57.29
Plant Maintenance Worker I	4731	N	6	GEU	29.64	38.86
Plant Maintenance Worker II	4732	N	6	GEU	32.93	43.46
Plant Maintenance Worker III	4733	N	6	GEU	38.86	49.56
Plant Mechanical and Electrical Instrumentation Supervisor	4730	N	6	NR	54.24	75.11
Principal Administrative Analyst	0342	A	6	NR	57.85	75.11
Purchasing Agent	1150	N	6	GEU	35.98	48.27
Resource Monitoring Specialist/Water Treatment Plant Operator I	-	N	6	GEU	32.06	41.85
Resource Monitoring Specialist/Water Treatment Plant Operator II	-	N	6	GEU	38.11	49.87
Resource Monitoring Specialist/Water Treatment Plant Operator III	-	N	6	GEU	44.18	55.67
Senior Engineer	0802	P	6	NR	77.27	89.71
Staff Engineer	0804	N	6	NR	56.41	67.70
Storekeeper	1151	N	6	GEU	26.99	35.66
Technician Trainee	-	N	6	GEU	28.68	39.45
Utility Worker	-	N	6	GEU	28.88	35.73
Wastewater Treatment Chief Plant Operator	4765	N	6	NR	58.80	78.35
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	-	N	6	GEU	30.97	42.70
Wastewater Treatment Plant Operator II	4762	N	6	GEU	38.11	49.87
Wastewater Treatment Plant Operator III	4763	N	6	GEU	44.18	55.67
Wastewater Treatment Plant Operator Trainee/Operator I	4761	N	6	GEU	32.06	41.85
Water and Wastewater Maintenance Superintendent	0002	E	6	NR	73.10	96.88
Water and Wastewater Operations Superintendent	0003	E	6	NR	73.10	96.88
Water Treatment Chief Plant Operator	4775	N	6	NR	54.24	75.11
Water Treatment Plant Operator I	4770	N	6	GEU	32.06	41.85
Water Treatment Plant Operator II	4771	N	6	GEU	38.11	49.87
Water Treatment Plant Operator III	4772	N	6	GEU	44.18	55.67
Water/Wastewater Treatment Plant Operator-In-Training	4760	N	6	GEU	29.33	38.94

## **SECTION 3 – AUTHORIZED POSITIONS TABLE**

### **A. Definitions**

1. General: This table establishes the number of permanent/regular, full-time and part-time positions in which persons may be employed by the District during the Fiscal Year. A change in the total number of authorized permanent/regular, full-time and part-time positions in a department or office shall only be accomplished by a resolution adopted by the Board. The number of persons employed in permanent/regular, full-time and part-time positions shall not exceed the total number of authorized positions in a department, division or office in any section of this table.
  - a. The number of permanent positions allocated by class to divisions is for budgeting consideration and convenience only, and is not intended to constitute separate authorization of permanent positions by class.
    - i. The number of permanent/regular, full-time and part-time positions allocated to any division may be adjusted, provided that the total number of permanent/regular, full-time and part-time positions authorized does not change, and there are sufficient unspent appropriations available to provide funds for the adjustment.
    - ii. The General Manager or their designee may, upon the recommendation of the Personnel Services Department, adjust the number of permanent/regular, full-time and part-time positions allocated by class within any division provided that the total number of permanent/regular positions authorized does not change, and there are sufficient unspent appropriations as verified by the Finance Department Budget Division available to provide funds for the adjustment.
    - iii. Any adjustment made pursuant to Section 3.A.1.a.(i)-(ii) above shall only be made with guidelines established by the General Manager.
  - b. By adoption of this SAPR, the Board of Directors hereby directs responsible District staff to make necessary technical and clerical corrections to this SAPR to implement the intent of the Board. Such corrections shall not alter, in any manner, the substance or intent of the Board in adopting this SAPR.
2. Department: Under this heading is the designated department and associated divisions.
3. Months Authorized: Under this heading is the months within the fiscal year the positions are authorized.
4. Number of Positions Authorized: Under this heading is the number of permanent/regular, full-time positions authorized.
5. Full-Time Equivalent: Numbers appearing under this heading represent the full-time equivalencies for the number of permanent/regular, part-time positions authorized.

**B. Authorized Positions Table**

1. Part 1, Permanent/Regular Full-Time:

**SECTION 3 - AUTHORIZED POSITIONS TABLE**

*Subsection B., Part 1., Permanent/Regular Full-Time*

DEPARTMENT			MONTHS AUTHORIZED	NUMBER OF POSITIONS AUTHORIZED
GENERAL MANAGER'S OFFICE/ADMINISTRATION				
Section	1.1	General Manager Division	Full Year	1
Section	1.2	Administration Division	Full Year	2
Section	1.3	Regulatory Services Division	Full Year	2
				5
ENGINEERING DEPARTMENT				
Section	2.1	Administration Division	Full Year	1
Section	2.2	Engineering and Technical Services Division	Full Year	4
Section	2.3	Administrative Services and Compliance Division	Full Year	1
				6
FINANCE DEPARTMENT				
Section	3.1	Administration Division	Full Year	1
Section	3.2	Financial Management and Services Division	Full Year	3
				4
INFORMATION SERVICES DEPARTMENT				
Section	4.1	Administration Division	Full Year	3
				3
MAINTENANCE DEPARTMENT (Collection & Distribution Systems, and Construction)				
Section	5.1	Administration Division	Full Year	1
Section	5.2	Line Maintenance Division	Full Year	5
Section	5.3	Mechanical Maintenance Division	Full Year	5
Section	5.4	Plant Mechanical Maintenance (Facilities Maintenance) Division	Full Year	4
				15
OPERATIONS DEPARTMENT (Water & Wastewater Treatment Facilities)				
Section	6.1	Administration Division	Full Year	1
Section	6.2	Environmental Services (Laboratory) Division	Full Year	2
Section	6.3	Wastewater Treatment Division	Full Year	3
Section	6.4	Water Treatment Division	Full Year	3
				9
PERSONNEL SERVICES DEPARTMENT				
Section	7.1	Administration Division	Full Year	2
				2
				2
			<b>DISTRICT TOTAL</b>	<b>44</b>

**SECTION 4 – COMPENSATION FOR EMPLOYEES IN NON-REPRESENTED CLASSES**

**A. Compensatory Time Off (“CTO”)**

Non-exempt, non-represented employees who work overtime (“OT”) may, with approval of their department manager, elect to accrue CTO on a time and one-half basis for each hour of OT worked in lieu of OT pay. CTO accrual shall be limited to forty (40) hours. CTO is to be used for time off, and is subject to approval in the same manner as other leave requests (e.g., vacation). Employees who have reached the maximum accrual balance shall be given cash payment for additional OT

hours worked until such balance has been reduced below the maximum allowable accrual amount (i.e., 40 hours). The District may compensate by cash payment all CTO balances on the last payday in each fiscal year at the current hourly rate of pay, or in any given payperiod at the employee's request.

**B. On Call/Call Back/Standby – Non-Represented Classes**

It is expressly understood that department management determines and designates divisions/units/sections within their department that may implement on call, call back and standby. Additionally, department management may determine and designate specific job classes within their department to be solely eligible to receive on call, call back and standby premium pay. Management retains the exclusive right to determine, designate and assign on call, call back and standby duty, withdraw such assignments, and develop and implement internal policies and procedures concerning the administration thereof.

1. On Call duty is defined as any time outside of a non-exempt employee's normal/regular scheduled work shift/hours, and they are not prescheduled for standby, where the employee is contacted to respond to a problem (normally by phone/other communication device), and which does not require the employee to return to the work site to respond to the problem. Calls such as attempts to locate an employee or provide information on changes in work schedules are not compensable for the purpose of this provision.
  - a. On Call Compensation: Premium pay for on call contact outside of an employee's normal/regular scheduled work shift/hours requiring a response to a problem by phone/other communication device, and which does not require the employee to physically return to the work site shall be a minimum of one (1) hour, or actual hours worked, whichever is greater, at time and one-half (1½) an employee's current regular rate of pay. Within a twenty-four (24) hour period, there will be only one (1), one (1) hour minimum paid outside of an employee's normal/regular daily work schedule.
2. Call Back duty is defined as any time outside of a non-exempt employee's normal/regular scheduled work shift/hours, whether or not prescheduled for standby. Call back includes all time spent by the employee from the time of reporting to the work site through completion of the task/problem.
  - a. Call Back Eligibility: An employee shall be eligible for call back premium pay when all of the following conditions are met.
    - i. The employee is ordered without prior notice to return to work and does in fact return to work; and
    - ii. The order to return to work is given following termination of the employee's normal/regular work shift and the employee has departed from the work site; and
    - iii. The return to work occurs not less than two (2) hours prior to the established start time of the employee's next shift.
  - b. Call Back Compensation – Not on Standby: Premium pay for call back assignments during each twenty-four (24) hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a

minimum of three (3) hours, or actual hours worked, whichever is greater, at time and one-half (1½) an employee's current regular rate of pay. There will be only one (1), three (3) hour minimum paid in each twenty-four (24) hour period.

- c. Call Back Compensation - On Standby Duty and Report to the Work Site Within One (1) Hour, Weather Permitting: Premium pay for call back assignments during each twenty-four (24) hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a minimum of two (2) hours, or actual hours worked, whichever is greater, at time and one-half (1½) an employee's current regular rate of pay. There will be only one (1), two (2) hour minimum paid in each twenty-four (24) hour period.
  - d. Call Back Compensation - On Standby Duty and Report to a Problem by Phone/ Other Communication Device: Premium pay for call back assignments under this circumstance shall be actual hours worked at time and one-half (1½) an employee's current regular rate of pay from the time of reporting to the work site (i.e., by phone/other communication device) through completion of the task/problem.
3. Standby duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours where management requires an employee to be available to respond to work related problems.
- a. Standby Availability: An employee so assigned must:
    - i. Be readily available at all hours by telephone or other agreed upon communications device; and
    - ii. Respond immediately to a call for service, and weather permitting shall respond and report to the work site within one (1) hour of being called; and
    - iii. Refrain from activities which might impair their performance of all assigned/ required duties upon call out.
  - b. Standby assignments will be made on a rotational basis. Trading or switching a standby assignment is permitted with prior notice to applicable department management. The standby period is one (1) week, from Tuesday at 4:00 p.m. through the subsequent Tuesday at 7:00 a.m.
  - c. Time spent on standby duty shall not be considered hours worked.
  - d. Standby premium pay for Monday through Friday is fifty-four dollars (\$65.00) per day. Standby premium pay for Saturday is sixty-seven dollars (\$80.00) for the day. Standby premium pay for Sunday is eighty-two dollars (\$98.00) for the day. Standby premium pay for District recognized holidays is ninety-five dollars (\$114.00) per day/holiday.

### **C. Safety Footwear**

When the District requires that safety shoes be worn by employees as a condition of employment, the District shall reimburse said employees for the cost, not to exceed three hundred dollars (\$300.00) per fiscal year, of an acceptable safety shoe. Additionally, the District may approve additional safety footwear due to normal business use and weather considerations. To be eligible for this reimbursement, the employee must obtain prior authorization from the department manager before purchasing safety shoes, and must submit the receipt to the District to verify the

cost and substantiate the reimbursement. The District maintains the right to specify the type of required safety shoe.

#### **D. Reimbursement for Personal Devices**

Regular employees directed by the District to use their personal devices such as, but not limited to, cell phones, tablets, and computers, to conduct routine and consistent District business, shall be entitled to reimbursement of \$45.00 per month. This reimbursement shall not include incidental or infrequent use of personal devices.

Twice a year, in January and July, each eligible employee will submit to the Finance Department a Check Request form signed by their Department Manager for reimbursement of expenses incurred in the prior six months. Reimbursements will be paid via automated clearing house (ACH) payment.

### **SECTION 5 – INSURANCE FOR EMPLOYEES IN NON-REPRESENTED CLASSES**

#### **A. Definitions**

General: Consistent with the Personnel Manual, group medical, dental, vision and life insurance is available to all permanent/regular, full-time and part-time, non-represented employees (Ref. Alphabetical Class/Position Listing) and their eligible dependents. In addition, these employees are eligible to participate in group insurance plans providing for benefits in the event of accidental death or dismemberment, long-term disability and short-term disability. With respect to each District group insurance plan described below, coverage for any employee, spouse, or dependent child is subject to the terms and conditions of such plan. Coverage is not immediate or automatic and may be subject to certain waiting periods or other matters.

#### **B. Premium Contributions**

1. Group Health Insurance: The group health insurance plan includes three Anthem Blue Cross plan type options (Classic PPO, Advantage PPO, and Consumer Driven Health Plan [CDHP]) available for selection during open enrollment.
2. For employees who elect/select the Advantage PPO, the District shall pay the total actual premium cost per month for each employee, spouse, and dependent children to participate in the Advantage PPO.
3. For employees who elect/select the Classic PPO, the employee shall make up the monthly premium cost difference between the Classic premium and Advantage PPO premium through payroll deductions, and which may be paid through IRS Section 125 pre-tax payroll deductions.
4. For employees who elect/select the CDHP, the District will share the saving 50%-50% as a contribution into the employee's Health Savings Account (HSA) each plan year. Savings sharing is defined as 50% of the difference between the Advantage PPO and CDHP premium rates, subject to a limit equal to the IRS maximum (indexed annually) HSA contribution amount for any year. The exact amount of savings to be applied for each upcoming plan year is calculated during the month of December immediately preceding the plan year (e.g., in December 2013, perform calculations using 2014 plan year rates).

Advantage PPO plan year rates minus CDHP plan year rates x # of permanent employees enrolled in CDHP plan = \$ total savings x 50% ÷ # of permanent employees enrolled in CDHP plan = \$ amount contributed to each employee HSA for each plan year, subject to a limit equal to the IRS maximum [indexed annually] HSA contribution amount for any year).

5. The District shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the District group dental insurance plan.
6. The District shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the District group (term) life insurance plan.
7. The District shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the District group vision care insurance plan.
8. The District shall pay the total actual premium cost for each employee to participate in long-term and short-term disability insurance.
9. The District shall maintain Health and Welfare benefits at or above the current level during the term of this SAPR.

#### **SECTION 6 – CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (“COBRA”) COVERAGE FOR ALL CLASSES**

The District provides COBRA continuation coverage for its employees in accordance with all federal and state laws. If an employee elects COBRA continuation coverage, they will be entitled to the same health coverage that they had when the event occurred that caused their health coverage under the Plan to end.

If an employee dies, or leaves District service and is eligible for Long-Term Disability, the District shall continue group medical, dental, and vision insurance for a period of three calendar months via COBRA continuation coverage for the employee and the employee’s eligible dependents. Thereafter, the employee and eligible dependents will be offered COBRA continuation coverage in accordance with all federal and state laws.

#### **SECTION 7 – RETIREMENT FOR EMPLOYEES IN NON-REPRESENTED CLASSES**

Effective January 1, 2014, the District will provide a Pension contribution for all permanent/regular, full-time and part-time, employees in non-represented classes of 20% of an employee’s gross pay, and a \$0.50 (limited at 2% of an employee’s gross pay) matching Pension contribution for every \$1.00 of an employee’s contribution (limited at 4% of an employee’s gross pay) to their 457 plan.

#### **SECTION 8 – UNUSUAL CIRCUMSTANCES**

In any case where, by reason of unusual circumstances, rigid adherence to the foregoing rules would cause a manifest injustice, the General Manager, on recommendation of the appropriate department head and the Personnel Services Department, may make such order deviating therefrom, as is in the General Manager’s judgment, proper to mitigate the injustice.

**SECTION 9 – REPEALER**

Resolution Number 03-20-25-05, and all other prior resolutions and amendments are hereby made void and of no further effect, except as such resolutions or parts thereof were approved in a Memorandum of Understanding and are of continuing validity and application.

**SECTION 10 – VALIDITY**

If any section, subsection, paragraph, sentence, clause or phrase of this SAPR is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of remaining portions of this SAPR. The Board of Directors of the Mammoth Community Water District hereby declares that it would have passed and does hereby enact this SAPR and each section, subsection, paragraph, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid or unconstitutional.

BE IT FURTHER RESOLVED by the Board of Directors of the Mammoth Community Water District that this SAPR shall become effective on June 28, 2026, unless otherwise specified, and shall remain in effect until it is modified, revoked, or rescinded by a future SAPR.

PASSED AND ADOPTED by the Board of Directors of the Mammoth Community Water District, County of Mono, State of California, this 24<sup>th</sup> day of June, 2026, at a special meeting of the Board by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

MAMMOTH COMMUNITY WATER DISTRICT

\_\_\_\_\_  
Thomas R. Smith, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Clay Murray, Secretary  
Board of Directors

Res. 06-24-26-17

MAMMOTH COMMUNITY WATER DISTRICT  
*"WATER IS OUR FUTURE"*



**Fiscal Year 2027**

(April 1, 2026, through March 31, 2027)

**Salary and Authorized Positions Resolution**

**Resolution No. 0603-2419-26-1707**

**SALARY AND AUTHORIZED POSITIONS RESOLUTION**  
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**RESOLUTION NUMBER ~~0603-2419-26-1707~~**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE MAMMOTH COMMUNITY WATER DISTRICT  
~~AMENDING~~ FOR FISCAL YEAR 2027 RULES FOR THE APPLICATION OF DISTRICT EMPLOYEE  
COMPENSATION RATES, SCHEDULES AND RELATED REQUIREMENTS, COMPENSATION RATES  
AND SCHEDULES FOR, AND THE NUMBER OF POSITIONS AUTHORIZED IN THE VARIOUS  
DEPARTMENTS AND OFFICES OF THE DISTRICT**

BE IT RESOLVED by the Board of Directors of the Mammoth Community Water District as follows:

**SECTION 1 – SPECIAL PROVISIONS APPLICABLE TO ALL CLASSES**

Unless specified otherwise in a Section, the rules set forth in this Salary and Authorized Positions Resolution (“SAPR”) constitute special provisions applicable to all classes of employment in the District service; provided, however, that if any provision of a Memorandum of Understanding or the District’s Employment Rules and Regulations adopted and approved by the Board of Directors and currently in effect is clearly and specifically in conflict with any rule contained in this SAPR, the provision in such Memorandum of Understanding or Employee Rules and Regulations shall prevail.

**SECTION 2 – ALPHABETICAL CLASS/POSITION LISTING**

**A. Definitions**

1. Classification Title: Under the heading “Class Title” is designated the title of classification of job class and/or position.
2. Job Classification Number: Under the heading “JCN” is the job classification number, which identifies the job title for personnel accounting and classification maintenance purposes.
3. Federal Fair Labor Standards Act: Under the heading “FLSA” is the designation of classification under the Federal Fair Labor Standards Act. The following are the FLSA designations:

A – Administrative  
E – Executive  
P – Professional  
L – Elective  
N – Non-Exempt

Employees in classes that do not have an “N” are exempt from FLSA, and are not eligible for overtime or compensatory time off for overtime as provided for in the rules and regulations of the FLSA.

4. Probationary Period: Under the heading “PP” is the number of months for the probationary period of new incumbents.

5. Unit: Under the heading "Unit" is the designation of the registered bargaining unit which represents the classification. Non-represented classifications are designated as "NR" and elected officials are designated as "EL".
6. Salary Range: The figures under this heading represent the minimum and maximum salaries in an hourly equivalent. Actual placement and movement within the salary range is determined consistent with the Personnel Manual and merit-based performance factors.

**B. Alphabetical Class/Position Listing, Effective ~~June 28~~April 1, 2026**

**SECTION 2 - ALPHABETICAL CLASS/POSITION LISTING**

Effective ~~June 28~~April 1, 2026

Subsection B.

CLASSIFICATION TITLE	JCN	FLSA	PP (MONTHS)	UNIT	SALARY RANGE	
					MINIMUM HOURLY	MAXIMUM HOURLY
Account Clerk I	-	N	6	GEU	<del>27.80</del> 26.85	<del>36.45</del> 35.21
Account Clerk II	-	N	6	GEU	<del>32.72</del> <del>31.64</del>	<del>40.76</del> 39.37
Account Clerk III	-	N	6	GEU	<del>37.84</del> 36.55	<del>53.27</del> 51.46
Administrative Analyst	0340	N	6	GEU	<del>42.96</del> 41.50	<del>57.78</del> 55.82
Administrative Analyst/Permits	0813	N	6	GEU	<del>44.42</del> 42.91	<del>57.78</del> 55.82
Administrative Assistant	0339	N	6	GEU	<del>33.89</del> 32.74	<del>40.15</del> 38.78
Assistant Engineer	0806	N	6	NR	<del>49.36</del> 44.44	<del>59.26</del> 53.35
Associate Engineer	0803	N	6	NR	<del>64.50</del> 58.07	<del>77.38</del> 69.67
Board of Directors, Member	-	L	-	EL	Stipend & Expenses	
Board of Directors, President	-	L	-	EL	Stipend & Expenses	
Board of Directors, Vice President	-	L	-	EL	Stipend & Expenses	
Construction Project Specialist	4705	N	6	GEU	<del>47.40</del> 43.39	<del>57.29</del> 52.44
District Engineer	0801	E	6	NR	<del>81.92</del> 80.20	<del>104.21</del> 102.03
Executive Assistant	0311	A	6	NR	<del>52.59</del> 48.82	<del>63.11</del> 58.58
Finance Manager	0501	E	6	NR	<del>76.79</del> 75.18	<del>101.77</del> 99.64
General Manager	0001	E	-	NR	Per Contract	
Heavy Equipment Operator and Line Maintenance Worker	-	N	6	GEU	<del>35.45</del> 32.45	<del>44.03</del> 40.30
Human Resources and Risk Specialist	0320	A	6	NR	<del>43.12</del> 38.58	<del>58.01</del> 51.90
Human Resources Manager	0201	E	6	NR	<del>73.10</del> 71.57	<del>92.61</del> 90.67
Information Services Manager	2201	E	6	NR	<del>77.58</del> 75.95	<del>100.84</del> 98.73
Information Systems Specialist	2212	N	6	GEU	<del>53.78</del> 49.53	<del>65.08</del> 59.94
Inspector	-	N	6	GEU	<del>40.74</del> 36.68	<del>55.93</del> 50.36
Instrumentation Technician	2804	N	6	GEU	<del>47.40</del> 43.39	<del>57.29</del> 52.44

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**SECTION 2 - ALPHABETICAL CLASS/POSITION LISTING**

Effective ~~June 28, 2024~~ April 1, 2026

*Subsection B.*

CLASSIFICATION TITLE	JCN	FLSA	PP (MONTHS)	UNIT	SALARY RANGE	
					MINIMUM HOURLY	MAXIMUM HOURLY
Instrumentation Technician Supervisor	-	N	6	GEU	<del>47.93</del> 47.93	<del>65.01</del> 65.01
Laboratory Supervisor	1320	N	6	NR	<del>54.24</del> 53.69	<del>75.11</del> 74.35
Laboratory Technician	-	N	6	GEU	<del>41.64</del> 38.35	<del>57.65</del> 53.09
Line Maintenance Supervisor	1641	N	6	NR	<del>54.24</del> 53.69	<del>75.11</del> 74.35
Line Maintenance Technician	4714	N	6	GEU	<del>47.40</del> 43.39	<del>57.29</del> 52.44
Line Maintenance Worker I	4711	N	6	GEU	<del>29.64</del> 27.13	<del>38.86</del> 35.57
Line Maintenance Worker II	4712	N	6	GEU	<del>32.93</del> 30.14	<del>43.46</del> 39.78
Line Maintenance Worker III	4713	N	6	GEU	<del>38.86</del> 35.57	<del>49.56</del> 45.36
Mechanical Maintenance Supervisor	4720	N	6	NR	<del>54.24</del> 53.69	<del>75.11</del> 74.35
Mechanical Maintenance Technician	4724	N	6	GEU	<del>47.40</del> 43.39	<del>57.29</del> 52.44
Mechanical Maintenance Worker I	4721	N	6	GEU	<del>29.64</del> 27.13	<del>38.86</del> 35.57
Mechanical Maintenance Worker II	4722	N	6	GEU	<del>32.93</del> 30.14	<del>43.46</del> 39.78
Mechanical Maintenance Worker III	4723	N	6	GEU	<del>38.86</del> 35.57	<del>49.56</del> 45.36
Permit Official	-	N	6	GEU	<del>40.15</del> 38.78	<del>48.19</del> 46.55
Plant Maintenance Mechanical Technologist	4734	N	6	GEU	<del>47.40</del> 43.39	<del>57.29</del> 52.44
Plant Maintenance Worker I	4731	N	6	GEU	<del>29.64</del> 27.13	<del>38.86</del> 35.57
Plant Maintenance Worker II	4732	N	6	GEU	<del>32.93</del> 30.14	<del>43.46</del> 39.78
Plant Maintenance Worker III	4733	N	6	GEU	<del>38.86</del> 35.57	<del>49.56</del> 45.36
Plant Mechanical and Electrical Instrumentation Supervisor	4730	N	6	NR	<del>54.24</del> 53.69	<del>75.11</del> 74.35
Principal Administrative Analyst	0342	A	6	NR	<del>57.85</del> 57.27	<del>75.11</del> 74.35
Purchasing Agent	1150	N	6	GEU	<del>35.98</del> 34.76	<del>48.27</del> 46.63
Resource Monitoring Specialist/Water Treatment Plant Operator I	-	N	6	GEU	<del>32.06</del> 31.61	<del>41.85</del> 41.26
Resource Monitoring Specialist/Water Treatment Plant Operator II	-	N	6	GEU	<del>38.11</del> 37.58	<del>49.87</del> 49.17
Resource Monitoring Specialist/Water Treatment Plant Operator III	-	N	6	GEU	<del>44.18</del> 43.56	<del>55.67</del> 54.89
Senior Engineer	0802	P	6	NR	<del>77.27</del> 69.57	<del>89.71</del> 80.77
Staff Engineer	0804	N	6	NR	<del>56.41</del> 50.79	<del>67.70</del> 60.95
Storekeeper	1151	N	6	GEU	<del>26.99</del> 26.07	<del>35.66</del> 34.45
Technician Trainee	-	N	6	GEU	<del>28.68</del> 26.25	<del>39.45</del> 36.11
Utility Worker	-	N	6	GEU	<del>28.88</del> 25.83	<del>35.73</del> 31.96

**SECTION 2 - ALPHABETICAL CLASS/POSITION LISTING**

Effective ~~June 28~~<sup>April 1</sup>, 2026

*Subsection B.*

CLASSIFICATION TITLE	JCN	FLSA	PP (MONTHS)	UNIT	SALARY RANGE	
					MINIMUM HOURLY	MAXIMUM HOURLY
Wastewater Treatment Chief Plant Operator	4765	N	6	NR	<del>58.80</del> 58.21	<del>78.35</del> 77.56
Wastewater Treatment Plant Operator (OIT)/Laboratory Assistant	-	N	6	GEU	<del>30.97</del> 30.54	<del>42.70</del> 42.10
Wastewater Treatment Plant Operator II	4762	N	6	GEU	<del>38.11</del> 37.58	<del>49.87</del> 49.17
Wastewater Treatment Plant Operator III	4763	N	6	GEU	<del>44.18</del> 43.56	<del>55.67</del> 54.89
Wastewater Treatment Plant Operator Trainee/Operator I	4761	N	6	GEU	<del>32.06</del> 31.61	<del>41.85</del> 41.26
Water and Wastewater Maintenance Superintendent	0002	E	6	NR	<del>73.10</del> 71.57	<del>96.88</del> 94.85
Water and Wastewater Operations Superintendent	0003	E	6	NR	<del>73.10</del> 71.57	<del>96.88</del> 94.85
Water Treatment Chief Plant Operator	4775	N	6	NR	<del>54.24</del> 53.69	<del>75.11</del> 74.35
Water Treatment Plant Operator I	4770	N	6	GEU	<del>32.06</del> 31.61	<del>41.85</del> 41.26
Water Treatment Plant Operator II	4771	N	6	GEU	<del>38.11</del> 37.58	<del>49.87</del> 49.17
Water Treatment Plant Operator III	4772	N	6	GEU	<del>44.18</del> 43.56	<del>55.67</del> 54.89
Water/Wastewater Treatment Plant Operator-In-Training	4760	N	6	GEU	<del>29.33</del> 28.92	<del>38.94</del> 38.39

### **SECTION 3 – AUTHORIZED POSITIONS TABLE**

#### **A. Definitions**

1. General: This table establishes the number of permanent/regular, full-time and part-time positions in which persons may be employed by the District during the Fiscal Year. A change in the total number of authorized permanent/regular, full-time and part-time positions in a department or office shall only be accomplished by a resolution adopted by the Board. The number of persons employed in permanent/regular, full-time and part-time positions shall not exceed the total number of authorized positions in a department, division or office in any section of this table.
  - a. The number of permanent positions allocated by class to divisions is for budgeting consideration and convenience only, and is not intended to constitute separate authorization of permanent positions by class.
    - i. The number of permanent/regular, full-time and part-time positions allocated to any division may be adjusted, provided that the total number of permanent/regular, full-time and part-time positions authorized does not change, and there are sufficient unspent appropriations available to provide funds for the adjustment.
    - ii. The General Manager or their designee may, upon the recommendation of the Personnel Services Department, adjust the number of permanent/regular, full-time and part-time positions allocated by class within any division provided that the total number of permanent/regular positions authorized does not change, and there are sufficient unspent appropriations as verified by the Finance Department Budget Division available to provide funds for the adjustment.
    - iii. Any adjustment made pursuant to Section 3.A.1.a.(i)-(ii) above shall only be made with guidelines established by the General Manager.
  - b. By adoption of this SAPR, the Board of Directors hereby directs responsible District staff to make necessary technical and clerical corrections to this SAPR to implement the intent of the Board. Such corrections shall not alter, in any manner, the substance or intent of the Board in adopting this SAPR.
2. Department: Under this heading is the designated department and associated divisions.
3. Months Authorized: Under this heading is the months within the fiscal year the positions are authorized.
4. Number of Positions Authorized: Under this heading is the number of permanent/regular, full-time positions authorized.
5. Full-Time Equivalent: Numbers appearing under this heading represent the full-time equivalencies for the number of permanent/regular, part-time positions authorized.

**B. Authorized Positions Table**

1. Part 1, Permanent/Regular Full-Time:

**SECTION 3 - AUTHORIZED POSITIONS TABLE**

*Subsection B., Part 1., Permanent/Regular Full-Time*

DEPARTMENT			MONTHS AUTHORIZED	NUMBER OF POSITIONS AUTHORIZED
GENERAL MANAGER'S OFFICE/ADMINISTRATION				
Section	1.1	General Manager Division	Full Year	1
Section	1.2	Administration Division	Full Year	2
Section	1.3	Regulatory Services Division	Full Year	2
				5
ENGINEERING DEPARTMENT				
Section	2.1	Administration Division	Full Year	1
Section	2.2	Engineering and Technical Services Division	Full Year	4
Section	2.3	Administrative Services and Compliance Division	Full Year	1
				6
FINANCE DEPARTMENT				
Section	3.1	Administration Division	Full Year	1
Section	3.2	Financial Management and Services Division	Full Year	3
				4
INFORMATION SERVICES DEPARTMENT				
Section	4.1	Administration Division	Full Year	3
				3
MAINTENANCE DEPARTMENT (Collection & Distribution Systems, and Construction)				
Section	5.1	Administration Division	Full Year	1
Section	5.2	Line Maintenance Division	Full Year	5
Section	5.3	Mechanical Maintenance Division	Full Year	5
Section	5.4	Plant Mechanical Maintenance (Facilities Maintenance) Division	Full Year	4
				15
OPERATIONS DEPARTMENT (Water & Wastewater Treatment Facilities)				
Section	6.1	Administration Division	Full Year	1
Section	6.2	Environmental Services (Laboratory) Division	Full Year	2
Section	6.3	Wastewater Treatment Division	Full Year	3
Section	6.4	Water Treatment Division	Full Year	3
				9
PERSONNEL SERVICES DEPARTMENT				
Section	7.1	Administration Division	Full Year	2
				2
				2
<b>DISTRICT TOTAL</b>				<b>44</b>

**SECTION 4 – COMPENSATION FOR EMPLOYEES IN NON-REPRESENTED CLASSES**

**A. Compensatory Time Off (“CTO”)**

Non-exempt, non-represented employees who work overtime (“OT”) may, with approval of their department manager, elect to accrue CTO on a time and one-half basis for each hour of OT worked in lieu of OT pay. CTO accrual shall be limited to forty (40) hours. CTO is to be used for time off, and is subject to approval in the same manner as other leave requests (e.g., vacation). Employees who have reached the maximum accrual balance shall be given cash payment for additional OT

hours worked until such balance has been reduced below the maximum allowable accrual amount (i.e., 40 hours). The District may compensate by cash payment all CTO balances on the last payday in each fiscal year at the current hourly rate of pay, or in any given payperiod at the employee's request.

**B. On Call/Call Back/Standby – Non-Represented Classes**

It is expressly understood that department management determines and designates divisions/units/sections within their department that may implement on call, call back and standby. Additionally, department management may determine and designate specific job classes within their department to be solely eligible to receive on call, call back and standby premium pay. Management retains the exclusive right to determine, designate and assign on call, call back and standby duty, withdraw such assignments, and develop and implement internal policies and procedures concerning the administration thereof.

1. On Call duty is defined as any time outside of a non-exempt employee's normal/regular scheduled work shift/hours, and they are not prescheduled for standby, where the employee is contacted to respond to a problem (normally by phone/other communication device), and which does not require the employee to return to the work site to respond to the problem. Calls such as attempts to locate an employee or provide information on changes in work schedules are not compensable for the purpose of this provision.
  - a. On Call Compensation: Premium pay for on call contact outside of an employee's normal/regular scheduled work shift/hours requiring a response to a problem by phone/other communication device, and which does not require the employee to physically return to the work site shall be a minimum of one (1) hour, or actual hours worked, whichever is greater, at time and one-half (1½) an employee's current regular rate of pay. Within a twenty-four (24) hour period, there will be only one (1), one (1) hour minimum paid outside of an employee's normal/regular daily work schedule.
2. Call Back duty is defined as any time outside of a non-exempt employee's normal/regular scheduled work shift/hours, whether or not prescheduled for standby. Call back includes all time spent by the employee from the time of reporting to the work site through completion of the task/problem.
  - a. Call Back Eligibility: An employee shall be eligible for call back premium pay when all of the following conditions are met.
    - i. The employee is ordered without prior notice to return to work and does in fact return to work; and
    - ii. The order to return to work is given following termination of the employee's normal/regular work shift and the employee has departed from the work site; and
    - iii. The return to work occurs not less than two (2) hours prior to the established start time of the employee's next shift.
  - b. Call Back Compensation – Not on Standby: Premium pay for call back assignments during each twenty-four (24) hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a

minimum of three (3) hours, or actual hours worked, whichever is greater, at time and one-half (1½) an employee's current regular rate of pay. There will be only one (1), three (3) hour minimum paid in each twenty-four (24) hour period.

- c. Call Back Compensation - On Standby Duty and Report to the Work Site Within One (1) Hour, Weather Permitting: Premium pay for call back assignments during each twenty-four (24) hour period (i.e., 12:01 a.m. to 12:00 a.m.) shall be a minimum of ~~one (1)~~ two (2) hours, or actual hours worked, whichever is greater, at time and one-half (1½) an employee's current regular rate of pay. There will be only one (1), ~~one (1)~~ two (2) hour minimum paid in each twenty-four (24) hour period.
  - d. Call Back Compensation - On Standby Duty and Report to a Problem by Phone/ Other Communication Device: Premium pay for call back assignments under this circumstance shall be actual hours worked at time and one-half (1½) an employee's current regular rate of pay from the time of reporting to the work site (i.e., by phone/other communication device) through completion of the task/problem.
3. Standby duty is defined as any time outside of an employee's normal/regular scheduled work shift/hours where management requires an employee to be available to respond to work related problems.
- a. Standby Availability: An employee so assigned must:
    - i. Be readily available at all hours by telephone or other agreed upon communications device; and
    - ii. Respond immediately to a call for service, and weather permitting shall respond and report to the work site within one (1) hour of being called; and
    - iii. Refrain from activities which might impair their performance of all assigned/ required duties upon call out.
  - b. Standby assignments will be made on a rotational basis. Trading or switching a standby assignment is permitted with prior notice to applicable department management. The standby period is one (1) week, from Tuesday at 4:00 p.m. through the subsequent Tuesday at 7:00 a.m.
  - c. Time spent on standby duty shall not be considered hours worked.
  - d. Standby premium pay for Monday through Friday is fifty-four dollars (~~\$65.00~~54.00) per day. Standby premium pay for Saturday is sixty-seven dollars (~~\$80.00~~67.00) for the day. Standby premium pay for Sunday is eighty-two dollars (~~\$98.00~~82.00) for the day. Standby premium pay for District recognized holidays is ninety-five dollars (~~\$114.00~~95.00) per day/holiday.

### C. Safety Footwear

When the District requires that safety shoes be worn by employees as a condition of employment, the District shall reimburse said employees for the cost, not to exceed ~~two~~ three hundred ~~twenty-five~~ dollars (~~\$300.00~~225.00) per fiscal year, of an acceptable safety shoe. Additionally, the District may approve additional safety footwear due to normal business use and weather considerations. To be eligible for this reimbursement, the employee must obtain prior authorization from the department manager before purchasing safety shoes, and must submit the receipt to the District

to verify the cost and substantiate the reimbursement. The District maintains the right to specify the type of required safety shoe.

**D. Reimbursement for Personal Devices**

Regular employees directed by the District to use their personal devices such as, but not limited to, cell phones, tablets, and computers, to conduct routine and consistent District business, shall be entitled to reimbursement of \$45.00 per month. This reimbursement shall not include incidental or infrequent use of personal devices.

Twice a year, in January and July, each eligible employee will submit to the Finance Department a Check Request form signed by their Department Manager for reimbursement of expenses incurred in the prior six months. Reimbursements will be paid via automated clearing house (ACH) payment.

**SECTION 5 – INSURANCE FOR EMPLOYEES IN NON-REPRESENTED CLASSES**

**A. Definitions**

General: Consistent with the Personnel Manual, group medical, dental, vision and life insurance is available to all permanent/regular, full-time and part-time, non-represented employees (Ref. Alphabetical Class/Position Listing) and their eligible dependents. In addition, these employees are eligible to participate in group insurance plans providing for benefits in the event of accidental death or dismemberment, long-term disability and short-term disability. With respect to each District group insurance plan described below, coverage for any employee, spouse, or dependent child is subject to the terms and conditions of such plan. Coverage is not immediate or automatic and may be subject to certain waiting periods or other matters.

**B. Premium Contributions**

1. Group Health Insurance: The group health insurance plan includes three Anthem Blue Cross plan type options (Classic PPO, Advantage PPO, and Consumer Driven Health Plan [CDHP]) available for selection during open enrollment.
2. For employees who elect/select the Advantage PPO, the District shall pay the total actual premium cost per month for each employee, spouse, and dependent children to participate in the Advantage PPO.
3. For employees who elect/select the Classic PPO, the employee shall make up the monthly premium cost difference between the Classic premium and Advantage PPO premium through payroll deductions, and which may be paid through IRS Section 125 pre-tax payroll deductions.
4. For employees who elect/select the CDHP, the District will share the saving 50%-50% as a contribution into the employee's Health Savings Account (HSA) each plan year. Savings sharing is defined as 50% of the difference between the Advantage PPO and CDHP premium rates, subject to a limit equal to the IRS maximum (indexed annually) HSA contribution amount for any year. The exact amount of savings to be applied for each upcoming plan year is calculated during the month of December immediately preceding the plan year (e.g., in December 2013, perform calculations using 2014 plan year rates. Advantage PPO plan year rates minus CDHP plan year rates x # of permanent employees

enrolled in CDHP plan = \$ total savings x 50% ÷ # of permanent employees enrolled in CDHP plan = \$ amount contributed to each employee HSA for each plan year, subject to a limit equal to the IRS maximum [indexed annually] HSA contribution amount for any year).

5. The District shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the District group dental insurance plan.
6. The District shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the District group (term) life insurance plan.
7. The District shall pay the total actual premium cost for each employee, spouse, and dependent children to participate in the District group vision care insurance plan.
8. The District shall pay the total actual premium cost for each employee to participate in long-term and short-term disability insurance.
9. The District shall maintain Health and Welfare benefits at or above the current level during the term of this SAPR.

#### **SECTION 6 – CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (“COBRA”) COVERAGE FOR ALL CLASSES**

The District provides COBRA continuation coverage for its employees in accordance with all federal and state laws. If an employee elects COBRA continuation coverage, they will be entitled to the same health coverage that they had when the event occurred that caused their health coverage under the Plan to end.

If an employee dies, or leaves District service and is eligible for Long-Term Disability, the District shall continue group medical, dental, and vision insurance for a period of three calendar months via COBRA continuation coverage for the employee and the employee’s eligible dependents. Thereafter, the employee and eligible dependents will be offered COBRA continuation coverage in accordance with all federal and state laws.

#### **SECTION 7 – RETIREMENT FOR EMPLOYEES IN NON-REPRESENTED CLASSES**

Effective January 1, 2014, the District will provide a Pension contribution for all permanent/regular, full-time and part-time, employees in non-represented classes of 20% of an employee’s gross pay, and a \$0.50 (limited at 2% of an employee’s gross pay) matching Pension contribution for every \$1.00 of an employee’s contribution (limited at 4% of an employee’s gross pay) to their 457 plan.

#### **SECTION 8 – UNUSUAL CIRCUMSTANCES**

In any case where, by reason of unusual circumstances, rigid adherence to the foregoing rules would cause a manifest injustice, the General Manager, on recommendation of the appropriate department head and the Personnel Services Department, may make such order deviating therefrom, as is in the General Manager’s judgment, proper to mitigate the injustice.

**SECTION 9 – REPEALER**

Resolution Number 03-20-25-05, and all other prior resolutions and amendments are hereby made void and of no further effect, except as such resolutions or parts thereof were approved in a Memorandum of Understanding and are of continuing validity and application.

**SECTION 10 – VALIDITY**

If any section, subsection, paragraph, sentence, clause or phrase of this SAPR is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of remaining portions of this SAPR. The Board of Directors of the Mammoth Community Water District hereby declares that it would have passed and does hereby enact this SAPR and each section, subsection, paragraph, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid or unconstitutional.

BE IT FURTHER RESOLVED by the Board of Directors of the Mammoth Community Water District that this SAPR shall become effective on ~~June 28~~<sup>April 1</sup>, 2026, unless otherwise specified, and shall remain in effect until it is modified, revoked, or rescinded by a future SAPR.

PASSED AND ADOPTED by the Board of Directors of the Mammoth Community Water District, County of Mono, State of California, this ~~24~~<sup>19</sup><sup>th</sup> day of ~~June~~<sup>March</sup>, 2026, at a ~~regular~~<sup>special</sup> meeting of the Board by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

MAMMOTH COMMUNITY WATER DISTRICT

\_\_\_\_\_  
Thomas R. Smith, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
~~Mark D. Busby~~<sup>Clay Murray</sup>, Secretary  
Board of Directors

Res. ~~0306-1924-26-0717~~