

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C**

FROM: Matthew McElhenie, General Manager

Meeting Date: January 9, 2025 Subject: Consideration of Adoption of Resolution 01-2025 Ratifying the Memorandum of Understanding (MOU) between CCSD and Service Employees International Union (SEIU) Local 620, Adoption of Resolution 02-2025 Ratifying the MOU between CCSD and International Association of Firefighters (IAFF) Local 4635, and Adoption of Resolution 03-2025 Amending the District Salary Schedule - Amended 1/6/2025

FISCAL IMPACT:

The financial impacts of the proposed agreement with SEIU include:

- **Salary adjustments:** In the first year of the agreement, there will be a 3% increase in January 2025 and a 2% increase on July 1, 2025. In the second year of the agreement, there will be a 3% increase in January 2026.
- **Standby pay:** \$60 per day, an annual increase of \$7,280.
- **Boot/Safety Shoe Allowance/Clothing Allowance:** \$500, an annual increase of \$1,300.
- **Prescription Glasses Allowance:** Up to \$250 per fiscal year for employees who qualify.
- **Bilingual Pay:** \$50 per pay period, an annual increase of \$650.

Holiday Updates:

- *Indigenous Peoples' Day:* No additional cost, as it replaces Columbus Day without increasing the total number of district-observed holidays.
- *Juneteenth:* Adding this holiday will result in a 9-hour paid day for SEIU employees, increasing overall holiday pay by \$3,932.00.

The total estimated increased cost over the term of the agreement is \$127,928.

The financial impacts of the proposed agreement with IAFF include:

- **Salary adjustments:** A 3% increase for Captain and Engineer classifications and a 10% increase for Firefighters.

Holiday Updates:

- *Indigenous Peoples' Day:* No additional cost, as it replaces Columbus Day without increasing the total number of district-observed holidays.
- *Juneteenth:* Adding this holiday will result in a 24-hour paid day for IAFF employees, increasing overall holiday pay by \$2,485.79.

The total estimated cost over the term of the agreement is \$47,401.

DISCUSSION:

The existing MOU between CCSD and SEIU Local 620 is set to expire on January 16, 2025. Following negotiations between the District's representatives and SEIU representatives, a new tentative agreement has been reached, covering the period from January 10, 2025, to December 31, 2026. The following are the key provisions of the proposed MOU:

1. Wages:

- Three percent (3%) wage increase effective the first full pay period following January 9, 2025
- Two percent (2%) wage increase effective the first full pay period following July 1, 2025
- Three percent (3%) wage increase effective the first full pay period following January 1, 2026
- Section 19: Standby Pay increases to \$60 per day.
- Section 29: Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$250, payable in July of each year.
- Section 29: Prescription Safety Glasses. The District agrees to provide each employee in the bargaining unit a maximum allowance of up to two hundred fifty hundred dollars (\$250) per fiscal year for medically required prescription safety glasses.
- Section 29: Bilingual pay increases to \$50.

2. Benefits:

- Section 18: Employees shall be entitled to utilize accumulated CTO within a reasonable period of time from when requested.
- Section 21: Substitution of Columbus Day – Columbus Day, previously observed as a holiday by the District, will be replaced with Indigenous Peoples' Day as a District-observed holiday, recognizing the importance of honoring Indigenous communities.
- Section 21: addition of Juneteenth – Juneteenth will be added to the District's list of observed holidays.
- Section 22: Incorporates the Side Letter between CCSD and SEIU dated 3/24/2022. The Side Letter revised Article 22 due to a discovered scrivener's error, which had incorrectly stated the accrual rates. The revised accrual rates reflect the past practice for bargaining unit members.
- Section 22: Added "Employees shall have a vacation accrual cap of two times the employees' accrual rate. Employees who are within 40 hours of meeting their vacation cap shall meet with their manager to attempt to schedule use of their vacation time."
- Section 25: Added language to Section 25 stating "The above referenced bereavement leave will also apply to leave for reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period."

3. Other Changes:

- Updates to the Composition of Units
- Updating Article Number References once the CCSD's Personnel Policies, Procedures &

Rules have been finalized.

- Removing references to Pager and adding Standby Phone

The existing MOU between CCSD and IAFF Local 4635 is set to expire on February 20, 2025. Following negotiations between the District's representatives and IAFF representatives, a new tentative agreement has been reached, covering the period from January 10, 2025, to February 20, 2026. The following are the key provisions of the proposed MOU:

1. Wages:

- First year of the agreement: Effective the first full pay period following ratification and Board approval 3% wage adjustment for classifications in the bargaining unit except for the classification of Firefighter. The salary range of the Firefighter classification shall be increased by 10% to reflect the change from part-time volunteer firefighters to full-time firefighters.

2. Benefits:

- Section 12: Incorporates the Side Letter between CCSD and IAFF dated 3/21/2023. The Side Letter revised Article 12.
- Section 18: Substitution of Columbus Day – Columbus Day, previously observed as a holiday by the District, will be replaced with Indigenous Peoples' Day as a District-observed holiday, recognizing the importance of honoring Indigenous communities.
- Section 18: addition of Juneteenth – Juneteenth will be added to the District's list of observed holidays.
- Section 19: Incorporates the Side Letter between CCSD and IAFF dated 3/19/2022. The Side Letter revised Article 22 due to a discovered scrivener's error, which had incorrectly stated the accrual rates. The revised accrual rates reflect the past practice for bargaining unit members.
- Section 21: Added language to Section 21 stating "The above-referenced bereavement leave will also apply to leave for reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period."

3. Other Changes:

- Updating Article Number References once the CCSD's Personnel Policies, Procedures & Rules have been finalized.
- Added Family Medical Leave language (Section 20.F.)
- Added Physician's Requirement language (Sections G, H, & I)

It is recommended that the Board of Directors adopt Resolution 01-2025 ratifying the MOU between CCSD and Service Employees International Union (SEIU) Local 620, adopt Resolution 02-2025 ratifying the MOU between CCSD and International Association of Firefighters (IAFF) Local 4635, and adopt Resolution 03-2025 amending the District salary schedule.

ATTACHMENTS:

1. [Resolution 01-2025](#)
2. [Exhibit A - SEIU MOU](#)
3. [Resolution 02-2025](#)
4. [Exhibit A - IAFF MOU - Amended 1/6/2025](#)

5. Resolution 03-2025
6. Exhibit A - CCSD Salary Schedule - Amended 1/6/2025

RESOLUTION NO. 01-2025
JANUARY 9, 2025

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620

WHEREAS, the Board of Directors of the Cambria Community Services District entered into labor negotiations with the Service Employees International Union Local 620; and

WHEREAS, an agreement was reached between the CCSD and SEIU Local 620.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it does hereby ratify the Memorandum of Understanding between Cambria Community Services District and the Service Employees International Union Local 620, with a term from January 10, 2025 through December 31, 2026, a copy of which is attached hereto as Exhibit "A," and authorizes its execution by the General Manager.

PASSED AND ADOPTED THIS 9th day of January 2025.

Debra Scott, President
Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Confidential Administrative Assistant

CAMBRIA COMMUNITY SERVICES DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 620

MEMORANDUM OF UNDERSTANDING



January 10, 2025 – December 31, 2026

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CAMBRIA COMMUNITY SERVICES DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF January 16, 2020 - January 16, 2025

1. DESIGNATION OF THE PARTIES

This Memorandum of Understanding (M.O.U.) is made by and between the Cambria Community Services District, a Special District, hereinafter called the District, and the Service Employees International Union, AFL-CIO, CLC, Local 620, hereinafter called the Union.

2. RECOGNITION

The District recognizes the Union as the majority representative of employees in the Office Unit & Operations and Maintenance Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNITS

The District constructed the below employee units, which exclude management and confidential classifications, based on an appropriate community of interests. The unit classifications, including appropriate supervisory employee classifications, are as follows:

OFFICE UNIT

Administrative Technician I, II, III, and IV

OPERATIONS AND MAINTENANCE UNIT

Water Treatment Operator I, II
Water Treatment Operator-in-Training
Water Systems Operator T3/D2
Wastewater Collection System Maintenance Worker
Wastewater Operator I, II, and III
Wastewater Treatment Plant Operator-In-Training
Laboratory Technician
Maintenance Technician

4. REPRESENTATION

A. The District and the Union agree that Union Officers and Representatives shall be allowed to meet with District Representatives for the purpose of Meeting and Conferring in good faith. If meetings occur during working hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation or any other benefit when formally Meeting and Conferring with representatives of the District.

B. The Union agrees to provide the District Employee Relations Officer with a list of Union Officers and Representatives who are authorized to Meet and Confer in good faith and to keep the list up to date.

C. The District agrees that Union staff representatives shall be given access to working locations during hours of work to conduct grievance investigations. A staff representative is defined as a paid full-time or part-time employee of the union.

5. UNION STEWARDS

- A. The Union shall furnish the District Employee Relations Officer with a written list identifying by name and work location all regular and alternate stewards.
- B. One union steward shall be authorized when participating in the investigation and processing of a grievance to take a reasonable amount of District time without loss of compensation or benefits to perform these duties.

6. USE OF DISTRICT FACILITIES

- A. The parties agree that the Union shall have the right to use District bulletin board space allocated for Union literature and notices at the various work sites but limited as provided by Cambria Community Services District Municipal Code Article IV - Administration. This includes allowance of notices of Union meetings.
- B. Upon prior arrangement with the District Employee Relations Officer or designee the District shall provide a meeting room (if available) at no cost to the Union during non-working hours for the purpose of conducting meetings.

7. MANAGEMENT RIGHTS RESERVED

- A. Relegation of Management Rights - The District retains, solely and exclusively, all rights and authority of Management which have not been expressly abridged or limited by the various provisions of: (1) Cambria Community Services District Municipal Code Chapter 2.04 – Employer-Employee Relations or of (2) This Memorandum of Understanding.
- B. Specific Management Rights Reserved - The sole and exclusive rights and authority of Management, which are not abridged by this Memorandum of Understanding, shall include but shall not be limited to, the following:
 - 1. Those rights stated in Cambria Community Services District Municipal Code Chapter 2.04.050 – District Rights
 - 2. The right to determine the existence or non-existence of facts that are the basis for management decision.
 - 3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types or equipment to be used.
 - 4. The right to establish, continued, discontinue, or modify policies, practices, or procedures (subject to provisions of Meyers-Milias-Brown Act).
 - 5. The right to determine, and to re-determine from time to time, the number, relocation, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract for or subcontract any work or operations of the District; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof (subject to provisions of Meyers-Milias-Brown Act).
 - 6. The right to select, determine and schedule the number and types of employees required.
 - 7. The right to assign work to such employees in accordance with requirements determined by management consistent with provisions provided in District's Personnel Policies, Procedures & Rules.
 - 8. The right to establish and change work schedules and assignments (subject to provisions of Meyers-Milias-Brown Act).

9. The right to transfer, reclassify, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to establish and enforce dress and grooming standards (see District's Personnel Policies, Procedures & Rules, for example).
13. The right to determine the content and intent of job classifications.
14. The right to determine the style and/or types of District-issued wearing apparel, equipment or technology to be used.
15. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to Cambria Community Services District Municipal Code Chapter 2.04.050 – District Rights or this Memorandum of Understanding (subject to provisions in Meyers-Milias-Brown Act).

8. EMPLOYEES' RIGHTS

Employees of the District shall have the rights specified in Cambria Community Services District Municipal Code Chapter 2.04.040 – Employee Rights.

9. UNION RIGHTS

- A. Leave for Union Business - The District will allow an employee to take leave for Union business if the General Manager determines that such leave will not be disruptive of District business. One employee per calendar year shall be designated to attend Union Board meetings. Such employee, with prior approval of the employee's supervisor, may attend Union Board meetings. District shall provide up to four (4) hours of regular straight time up to four (4) times per year.
- B. Names of Unit Members - The District will give the Union a list of names, classification and work location of unit members upon request by the Union. The District will not charge for the list.
- C. Agenda - The District will make available to the Union, in the same manner as to the public, the Agendas for District Board Meetings.

10. NON-DISCRIMINATION

- A. The District and the Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.
- B. The District and the Union agree that neither will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or not participate in union activities, or to join or not to join the Union.

11. PERSONNEL FILES

- A. Inspection of files: Material in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment will be made available for inspection by the person involved.

- B. Comments and review: When information of a derogatory nature is placed in his/her personnel file a unit member will be given notice and an opportunity to review and comment on that material. An employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after the item is placed in his/her personnel file.
- C. Authorization to examine files: A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files.

12. PROMOTIONS, APPLICATIONS AND APPLICANTS

See District's Personnel Policies, Procedures & Rules, for Applications, Applicants, and Promotions. The parties are in the process of updating the District's personnel rules. Once agreed to, these listed article sections shall be updated to match the new numbering.

13. WORKING OUT OF POSITION

Employees directed by their supervisor and assigned to work in a higher salary range position for 24 consecutive work hours, or more in any pay period shall be paid for the entire pay period they are required to work out of classification at step "A" on the salary range of the classification worked, or on that step which will give them a one-step increment increase over their regular rate of pay, whichever is greater. No out-of-position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

14. LAYOFF AND REINSTATEMENT POLICY

A. LAYOFF POLICY

When, in the judgment of the Board, it becomes necessary to make a reduction in the work force, said reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination whenever possible. The District shall provide thirty (30) days written notice to the employee(s) affected. Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. Reinstatement from layoff shall be based on seniority in the classification where the vacancy occurs. Eligibility for reinstatement by an employee laid off shall be for a period of twenty-four (24) months from the date of the layoff.

B. BUMPING RIGHTS

When a covered employee accepts a promotion or reassignment within covered classifications and fails to successfully complete the probationary period for that new promotion or assignment, the affected employee shall have the right to return to the previously held classification, or its replacement if applicable, subject to seniority with the District, based on the employee's original date of hire.

C. REINSTATEMENT POLICY

A former covered employee who has separated from his/her employment with the District in good standing may request reinstatement to his/her previously held position with the District within three years (36 months) of such severance. Under these conditions, reinstatement may be granted by the General Manager, provided there is a vacancy in the previously held classification at the time of the request. If reinstatement is granted, the reinstated employee shall be assigned a new date of hire (the reinstatement date) for seniority purposes, and as allowed by law, shall have leave accruals established at the rates in place at the time of the termination in good standing. The health care reimbursement program shall be based upon the new hire date as defined in Article 30C. Such

reinstated employee shall serve the typical probationary period for the classification filled through reinstatement.

15. GRIEVANCE PROCEDURE

- A. Purpose: It is the purpose of this Article to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and fair manner. An employee or an employee group may be represented, by their exclusive representative, in their dealings with the District under this Article.
- B. Definition of Grievance: A grievance is a complaint of an employee or group of employees concerning the interpretation or application of:
 - 1. The administration of the conditions of employment, including job description, salary, and benefits in force between the District and the employee.
 - 2. Working conditions within the control of the Manager, including the District's Policies, Procedures and Rules, and for which no other procedures for orderly solution of such complaints exist.
- C. Informal Discussion: Any employee, or group of employees, shall first discuss the alleged grievance with the immediate supervisor within twelve (12) working days of the event comprising the alleged grievance. If the employee is still dissatisfied with the supervisor's solution to the complaint, the grievance may be presented into the grievance procedure.

Procedure: The grievance procedure shall be as follows:

- 1. If a complaint or grievance has not been resolved at the informal discussion stage, the grievant may submit his/her complaint in writing to the Manager within five (5) working days of the informal discussion. Within ten (10) working days of receipt of such grievance, the Manager shall investigate and provide a written response to the grievance.
- 2. If, within five (5) working days of receipt of the Manager's written response to the grievance, the employee is still dissatisfied with the resolution proposed, the employee may appeal in writing to the Manager for a hearing before the District Board. The Manager, upon receipt of the written appeal to the Board shall schedule an executive closed session of the Board (unless the appellant requests in writing an open session). The session may be at the Board's next regular meeting, or at any time within 30 working days of the Manager's receipt of the written appeal to the Board. The employee may present his opinion and present facts to the Board and the Board shall hear District evidence and the recommendation of the Manager. The Board may continue the hearing if this is deemed necessary. The Board shall render its decision within thirty (30) working days from the close of the hearing. The Board's decision shall be final.
- 3. Refer to Appendix A for grievance form.

16. HOURS OF WORK

A. Work Schedule:

Covered employees shall be assigned to work 80 hours in each two-week payroll period on a 9-80 work schedule, consisting of eight work-days of nine hours each and one work day of 8 hours. Assignment of work days and scheduled days off under this schedule shall be at the discretion of the District.

B. Emergency Response:

In the event of a declared emergency, the General Manager or his/her designee shall have the authority to suspend all leave and cause all employees to return to duty.

C. Paydays:

Paydays shall be bi-weekly on alternate Fridays. If a payday falls on a holiday, paychecks will be issued the last workday prior to the designated payday.

17. OVERTIME

In addition to their regular time bi-weekly pay, which may include holiday pay or other paid leave, covered employees will receive overtime pay at a rate of 1.5 times the regular hourly rate of pay for all hours worked in addition to the assigned work schedule. Overtime is defined as hours worked in excess of the regular daily work schedule or in excess of the assigned 40-hour week on the 9-80 work schedule. Excluding sick leave, paid leave time shall be considered time worked for the purpose of computing overtime hours.

If an employee works on a holiday, in addition to the straight time standard holiday pay, all actual hours worked on that holiday shall be compensated at the overtime rate of 1.5 times the actual hours worked.

Authorization for overtime work must be given in advance by the Department Head if the need for such overtime work can be anticipated during normal working hours. During evenings and weekends, the employee on stand-by duty is authorized to perform essential emergency work and to approve the overtime hours of one additional employee to assist when necessary. If more than one additional employee is needed to assist, then approval must be obtained from a supervisor or manager.

18. COMPENSATORY TIME

Definition: For purposes of this M.O.U., compensatory time off (“CTO”) is time earned for overtime hours worked but not cashed out (as opposed to “paid leave time” which encompasses all paid leave categories including but not limited to CTO, Standard Holiday Pay, Float Holiday Pay, Vacation Leave, Sick Leave, Paid Administrative Leave, etc.)

Compensatory time balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently, or extenuating circumstances warrant the General Manager to authorize a carry-over amount not to exceed 40 hours upon request of an employee. Requests for carry-overs must be submitted in writing to the General Manager no later than June 15th of each year. In no event may CTO accrue more than the legally allowed 240 hours. Employees shall be entitled to utilize accumulated CTO within a reasonable period of time from when requested.

19. STANDBY PAY

Certain employees will be required to be on standby for rapid response to District operational problems or emergencies after hours, weekends or holidays. Such standby duty will normally be rotated among employees in a department, as determined by the Department Manager. Standby duty is normally assigned for one week at a time, thus requiring standby outside of duty hours on 5 weekdays plus standby on 2 week-end days. Effective upon ratification, for each day's standby assignment an employee will be paid \$60.00 per day. The \$60.00 is a flat daily stipend and is not subject to overtime calculations.

This is in addition to the employee's pay for regular duty work schedule and is also in addition to any overtime actually worked. Thus, if an employee on standby must respond to a problem that results in time actually worked in excess of 40-hour week, the standby employee will be paid for the time actually worked at one and one-half times the regular rate. An employee on standby duty will be required to carry the standby phone and remain in the local area where the standby phone is active. The employee on standby will be given use of a District vehicle to be able to respond directly to calls promptly. The standby employee may pursue any personal activity that leaves him/her available to promptly respond to calls for response to operational problems or emergencies.

20. AFTER HOURS CALL-BACK

Call back is defined as a non-exempt employee actually and physically returning to District facilities or a service location.

Call back does not include communications, including via text, email, and/or telephone call, that do not require the employee to physically return to District facilities or a service location. Such required work communications, excluding non-compensable de minimus time (six minutes or less, but not excluded if occurring between 10:00 pm and 6:00 am), are accounted for separately as time worked in log entries in increments of 15 minutes (for time worked between seven and fifteen minutes).

Each non-exempt employee who is called back to work after normal work hours, including on-call workers, shall be compensated for a maximum of 2 hours for all work actually performed during the 2-hour period. If actual work exceeds 2 hours, then all time worked will be accounted for and paid on an hour for hour basis. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one-and-one-half times the regular rate. This call-back section applies to call-back on regular work days or on week-ends and holidays.

21. HOLIDAYS

The following are the twelve standard paid holidays observed by this District:

New Year's Day	Independence Day	Veterans Day
Martin Luther King Jr. Day	Juneteenth	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving
Memorial Day	Indigenous Peoples' Day	Christmas Day

In lieu of Lincoln's Birthday, Admissions Day and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the District on July 1 of each year, provided the employee was employed continuously for twelve (12) months. Float holiday hours will be accrued on July 1st of each year based on the following chart:

Regular # of hours/day	Total # of Holiday Hrs/Yr		12 Std Holiday Hours/Yr		July 1 st Float Holiday Hours to Accrue
8	120		96		24
9	120		108		12
10	120		120		0
<i>Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:</i>					
4 hrs/day	60 hrs/yr		48 std hol hrs		12 float hrs
etc.					

- A. No employee, except an employee on paid leave, will be eligible for regular holiday pay unless he or she shall have worked the regularly scheduled shift preceding and following the designated holiday.
- B. Unless otherwise provided in this Article, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day listed, and when a holiday falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day listed. If the holiday falls on an employee's Standard Day Off, the employee is to take the holiday on their regular scheduled work day either immediately preceding or following their Standard Day Off.
- C. Regular part-time employees shall receive holiday pay on a pro rata basis according to hours worked. This does not apply to temporary employees.
- D. The Friday after Thanksgiving is a standard paid holiday and is allotted 8 hours in the chart above. If your SDO (standard day off) is scheduled for that Friday, your SDO stays on that Friday, and you move the holiday to another day (see item B above) – in these instances: fill out a PAF, request an alternate day off, show 8 hours standard holiday pay on the alternate day off, and 1 hour float holiday pay (or other type of paid leave) if you are taking a 9 hour day off.
- E. Float Holiday balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

22. VACATION

Every full-time unit member shall earn paid vacation at the prescribed rate under 22A as part of his/her compensation. Unit members shall also earn vacation credit during any paid leave. Regular, non-temporary, part-time unit members accrue vacation time on a pro rata basis according to the percentage of full-time work assigned the position.

A. Vacation shall be earned as follows:

- From the date of hire to sixty (60) months of service: 3.08 hours biweekly (80 hours/yr)
- Sixty (60) months of service through one hundred and twenty (120) months of service: 4.61 hours biweekly (120 hrs/yr)
- One hundred and twenty (120) months of service through one hundred and eighty (180) months of service: 6.15 hours biweekly (160 hrs/yr)
- One hundred and eighty (180) months plus one day of service: 7.69 hours biweekly (200 hrs/yr)

Employees shall have a vacation accrual cap of two times the employees' accrual rate. Employees who are within 40 hours of meeting their vacation cap shall meet with their manager to attempt to schedule use of their vacation time.

23. SICK LEAVE

A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies, Procedures & Rules.

Each full-time employee will earn sick leave from the date of employment, at the rate of 3.70 hours per biweekly pay period (96 hours/year). Regular part-time employees shall receive sick

leave pay on a pro rata basis according to hours worked. This does not apply to temporary employees. Unused sick leave may be accumulated without limit. Unit members may use up to one-half of one year's annual accrual (e.g., 48 hours for full-time employees) for family sick leave purposes.

- B. Sick leave may be used for reasons provided by law as set forth in the District's Personnel Policies, Procedures & Rules, and such things as: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments to the extent that such appointments cannot be scheduled outside the work day. An employee may be granted sick leave only in the case of actual sickness as defined herein. No employee who is on sick leave shall engage in work or other activities which would negatively affect the employee's ability to return to work and to perform the duties assigned.
- C. Sick Leave Requests. An employee requesting sick leave shall notify his/her immediate supervisor or the Department Head no later than one (1) hour before the time their work shift begins or immediately when taken ill during work hours. Failure to do so without good reason, as determined by the General Manager, Department Manager, or their designee, may result in that day of absence being treated as leave of absence without pay. The employee, or the employee's designee, will first attempt to personally notify the employee's immediate supervisor or Department Manager before utilizing voicemail, e-mail, and/or text message to make the sick leave request.
- D. Physician's Certificate Requirements. In the event that an employee has requested or taken sick leave for three (3) or more workdays, the District may require the employee to immediately, or as soon as possible, provide a physician's certificate as to the illness or injury, duration, the treatment recommended for it, and/or an approval of the employee's intended return to work. However, the District may require such certification regarding sick leave use at any time, including when the District has reason to believe that sick leave is being abused. The General Manager or the General Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory or non-falsified proof of illness or accident.
- E. Abuse of Sick Leave. An employee is subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined above, when they engage in work or other activities which negatively affect their ability to return to work, or when they furnish falsified proof of illness or accident.
- F. Excessive Use of Sick Leave. Excessive use of unprotected sick leave may be considered in establishing the performance rating. Unprotected sick leave is sick leave which is not used in connection with Family Sick Leave, a reasonable accommodation for a disability, or any other leave that is provided under the law for which sick leave may be used. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact the performance of your job or affect others in the performance of their job. Examples of excess use may include whether an employee's sick leave use indicates a pattern of use on or around specific days of the week, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee's job or of others.

- G. Upon termination of a full-time or regular part-time employee in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), he/she will be paid for 50% of accumulated but unused sick leave, up to a maximum accrual amount of 720 hours. Therefore, the maximum that will be paid is 50% x 720 = 360 hours.
- H. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when either the donating or receiving employee is terminated, separated or retires from the District within six (6) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.
 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the District for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.
 3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of Section 36 of this Memorandum of Understanding for State Disability Insurance, as well as Worker's Compensation, provided however, that the total compensation from these sources combined shall not exceed the employee's base salary.
 4. The District reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
 5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank." Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank."
- I. Twenty-four (24) hours of sick leave may be converted to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1st through December 31st. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

24. FAMILY MEDICAL LEAVE

Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

25. BEREAVEMENT LEAVE

A unit member shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave is available for each incident, and shall be limited to 3 days (24 hours), where the death and service are within the State of California, and up to five days (40 hours) where the death or service is outside the State. If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose. "Immediate family member" is defined below and by law. The employee shall include their familial relationship to the deceased on their Personnel Action Form.

The above referenced bereavement leave will also apply to leave for reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

26. DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE

"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived, and as provided by law. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

27. ADMINISTRATIVE LEAVE

Each Office Unit Employee with at least one (1) year of service with the District shall be credited with eighteen (18) hours of Administrative Leave annually. Administrative Leave shall be credited in July of each year provided the employee was employed continuously for twelve (12) months.

Administrative Leave balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

28. JURY DUTY

Employees of the District who are called or required to serve as a trial juror upon notification and appropriate verification submitted to his/her supervisor shall be entitled to be absent from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. The employee shall turn over his/her jury duty pay to the District. Temporary employees shall not be paid during their absence from work on jury duty.

29. ALLOWANCES

- A. Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$250 payable in July of each year.
- B. Employees in the operations and maintenance unit shall receive an annual clothing allowance of \$250 payable in July of each year.

Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition. The employee shall replace worn or damaged clothing items at their own cost with the exception of coveralls or other job specialty clothing.

In addition, the District may, at its sole discretion following inspection of the previous year's clothing, provide the following articles of clothing once annually:

- 5 long sleeve shirts
- 5 short sleeve shirts
- 1 jacket
- plus hats as needed

Employees shall be required to wear these items while on duty.

C. The District shall provide an ongoing Training & Education Allowance for employees who have received recognized certifications and education above what is required for their job classification. Recognized certificates shall include but not be limited to State Department of Health Services (DHS) Operator Grades above Level II in Wastewater, Water and Laboratory; California Water Environment Association (CWEA), Collection Grades above Level II, American Water Works Association (AWWA) Certifications, Associate of Arts/Science Degrees, Bachelors in Arts/Science Degrees, Spanish Language Certification and other related training and education from a certified institution approved by the General Manager. for certificates and/or degrees obtained after July 1, 1997. Such reimbursement shall be in accordance with the schedule identified below. In order to be eligible, the employee must have obtained the certificate and/or degree while employed by the District and has had prior approval from the General Manager that the training and/or education program qualifies under this allowance. An employee shall only be eligible for reimbursement in the fiscal year in which the training and/or education was completed. Such allowance is not cumulative and may not be carried over from one fiscal year to the next. The maximum allowance in any one fiscal year shall not exceed three hundred and fifty dollars (\$350.00) per employee. Training & Education allowances shall be limited to two (2) attempts for each certification unless otherwise approved by the General Manager.

The following allowances shall be allocated based on satisfactory completion of course work and/or receipt of the appropriate certification:

Water, Wastewater, Laboratory & Collection System Certificates:	
Level III	\$100
Level IV	\$200
Level V	\$300
Associate of Arts/Science:	\$250
Bachelors of Arts/Science:	\$350
Spanish Language Classes above entry level:	\$100
AWWA and other programs approved by the General Manager:	\$100

Employees are also eligible for a one-time, one hundred dollar (\$100.00) incentive payment for each certification obtained not required for their current position. Employees must receive written prior-approval from the General Manager to be eligible for incentive payment for each certification.

D. Prescription Safety Glasses. The District agrees to provide each employee in the bargaining unit a maximum allowance of up to two hundred fifty hundred dollars (\$250) per fiscal year for medically required prescription safety glasses. Employees will purchase approved prescription safety glasses from a vendor of their choice and submit a request for reimbursement. Upon reimbursement by the District, the employee shall maintain and wear such prescription safety glasses when performing his/her duties with the District.

E. Bilingual Premium Pay.

- a. The District, in its discretion, may designate a certain number of bargaining unit employees who will be called upon to speak, translate, read or write in Spanish as part of his/her regular duties. Such circumstance(s) will not be interpreted as the employee working out of his/her classification.
- b. The General Manager, or his/her designee, within his/her discretion, will determine the number of employees assigned and which eligible employees will be offered and/or retain a bilingual designation.
- c. Eligible employees, as defined below, who receive a bilingual assignment will receive bilingual premium pay in the amount of fifty (\$50) dollars per pay period for all pay periods actually worked.
 - i. Employees must pass a proficiency test as determined appropriate by the District. The proficiency test may measure, among other skills, an employee's ability to communicate, read, or write, fluently, directly, and accurately in both English and Spanish.
 - ii. The District, in its discretion, may re-test employees' proficiency to determine continued eligibility for a bilingual designation.

30. HEALTH BENEFITS

- A. For all regular employees working full-time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system. However, the District shall have the unilateral discretion to provide a higher level plan. The District payment is inclusive of the PERS minimum health contribution (current amount). The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.
- B. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to the PERS minimum health contribution only.

C. HEALTH REIMBURSEMENT ACCOUNT

- i. **Regular employees**, after completion of their probationary period shall be eligible for the Health Care Reimbursement Program. Eligible employees shall receive a credit of \$1300 in the approved program for eligible costs each January 1st. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.
- ii. **Probationary employees** shall become eligible for this benefit upon successful completion of twelve (12) months of service. The benefit is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation.

Promotional probationary employees are covered under paragraph (i) above.

- iii. **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after

successfully passing probation. Non-probationary, half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.

- iv. **Retired Employees:** This benefit extends into retirement for employees who were hired before July 1st 2006. This benefit does not extend to the spouse of a retired employee. Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the district whether through retirement, voluntary separation, or any other means.

D. If, during the term of this MOU, the legal requirements of the Affordable Care Act have an impact on District rights and obligations regarding health benefits for District employees, the District shall have the right to reopen Article 30 – Health Benefits, in order to meet and confer over such impacts.

31. DENTAL INSURANCE

A Dental Insurance policy will be provided for each unit member and his/her dependents. The District shall pay 85% of the premiums for employee and dependent coverage for the lowest cost plan. However, the District shall have the unilateral discretion to provide a higher-level plan.

32. LIFE INSURANCE

A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member spouse and dependent children.

At its discretion, the District may revise its Group Life Insurance Plan to provide a \$50,000 life insurance policy for each unit member, a \$5,000 policy for each employee's spouse, and, at the District's discretion, either a \$2,500 or \$5,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member, spouse, and dependent children up to a maximum contribution of \$10.00 per month for employee only policy or a maximum contribution of \$12.00 per month for employee-family policy.

33. SEXUAL HARASSMENT POLICY

The Sexual Harassment Policy adopted by Resolution 24-1996 shall be the policy of the District only until the Policy is updated in the District Personnel Policies, Procedures & Rules, at which time, the Sexual Harassment Policy will sunset.

34. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required. By extending to an employee the specific benefits defined by this Article, the District does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

35. RETIREMENT

A. The District provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (P.E.R.S.), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The District shall provide the PERS 3% @ 60 retirement plan for covered employees hired prior to October 1, 2012, including single highest year computation and credit for unused sick leave. The District shall provide the

PERS 2% @ 60 retirement plan for covered employees hired on or after October 1, 2012 up through December 31, 2012, including the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRA will be covered by the 2% @ 62 retirement plan and the 36 highest consecutive months' final compensation provision.

- B. All employees shall pay 100% of the PERS employee contribution. Employees receiving the 3% @ 60 retirement plan currently pay the entire 8% employee contribution, and employees receiving the 2% @ 60 retirement plan currently pay the entire 7% employee contribution, as determined by statute and CalPERS. All covered employees hired on or after January 1, 2013, who are defined as "new members" under PEPRA will pay 50% of the total normal cost of the retirement benefit, as determined by CalPERS.

36. STATE DISABILITY INSURANCE (SDI)

The District shall provide for the integration of State Disability Insurance benefits with sick leave or vacation time on a pro rata basis. This procedure shall not allow the employee to receive more than he/she would have received if the employee were on duty, but shall allow the employee to receive a full salary for as long as his or her sick leave/ vacation reserves allow through integration.

37. PART-TIME EMPLOYEES

- A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.
- B. An average of over 20 hours per week will receive a pro-rata portion of leave i.e., vacation, sick leave and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.
- C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

38. ADVANCEMENT IN SALARY

The salary range as set forth for each position is divided into five (5) steps that shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range.

- A. Normally a newly appointed employee is placed upon the "A" step (bottom step) of his/her salary range. However, upon determination of the Manager that the needs of the District service and the qualifications of the newly appointed employee warrant such placement, the employee may be started on any step of the salary range.
 - 1. Step Increases. Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee's performance by his/her Department Head, who shall make such recommendation to the Manager for concurrence. Progression from "A" step to "B" step will normally be at the satisfactory completion of the 12 month probationary period. If the probationary period is extended the initial step increase from "A" to "B" step will not be granted until the satisfactory completion of the extended probationary period. All other step increases ("B" to "C" step, and above) will be at one year intervals between steps, but only upon satisfactory performance review and merit increase recommendation by the employee's Department Head to the Manager, and the Manager's concurrence. (Note that a probationer who was initially appointed above the "A" step may satisfactorily complete probation in 12 months, but will not be eligible for merit step increase until one year from initial employment unless the General Manager

determines that outstanding performance during probation warrants a merit increase at the completion of the probationary period).

B. Positions are assigned to ranges as indicated in the District's salary schedule.

39. PROMOTIONAL ADVANCES

Whenever a full-time employee is promoted to a higher position in the District's service he/she will be placed on a step in the salary range of the new position which will approximately result in at least a 5% increase in pay compared to the employee's existing pay range. If the top of the new position's salary range ("E" step) does not allow such 5% improvement, then the promotion shall be made to the "E" step of the promotional position's range.

40. RATES OF PAY

Wage Increases

First year of the agreement:

Effective the first full pay period following January 9, 2025
Three percent (3%) Wage increase

Six Months of the agreement:

Effective the first full pay period following July 1, 2025
Two percent (2%) Wage increase

Second of the agreement:

Effective the first full pay period following January 1, 2026
Three percent (3)% Wage increase

Longevity Pay

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary.

Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in 7.5% overall increase).

Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10% overall longevity increase).

Qualification for each increase shall be based on a covered employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after October 1, 2012 will not receive longevity pay.

A current copy of the salary ranges for bargaining unit classifications can be found on the CCSD website (see appendix B).

41. CONTRACT/JOB DESCRIPTION REVIEW

District and Union have reviewed existing contract language and job descriptions of represented employees. Such review has resulted in modifications to the Contract and employee job descriptions.

42. INCORPORATION OF INDEPENDENT DOCUMENTS

Only those paragraphs of the Cambria Community Services District Municipal Code, the paragraphs of the District's Personnel Policies, Procedures & Rules which paragraphs are specifically referred to in this M.O.U. shall be considered part of this M.O.U.

43. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this M.O.U. shall be from January 10, 2025 through December 31, 2026. If either party requests modification or extension of the M.O.U. by August 15, 2026, then Meeting and Conferencing shall commence no later than September 15, 2026, to strive for such modification or extension. Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits.

44. VIDEO DISPLAY TERMINAL (VDT) USE

District shall provide special equipment, including special eyeglasses, training on the health hazards of VDT use and such other materials and equipment upon request of an employee and approval by the General Manager. The cost of such equipment and other materials may be apportioned if It is used both on and off the job. Employees shall be allowed periodic breaks as approved by their supervisor when working continuously on a VDT. The District will make a concerted effort to reduce or eliminate noise from office equipment within office space and budget limitations.

45. CONTRACTING OUT

The District will notify the Union thirty (30) days in advance of Board action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the District will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the Board of Directors to contract outside work in its sole discretion.

46. DISTRICT PERSONNEL POLICIES, PROCEDURES & RULES

Upon written notification by the District, SEIU agrees to promptly meet and confer over proposed changes to the District's Personnel Policies, Procedures & Rules that significantly affect employee's wages, terms, and working conditions.

47. SEVERABILITY CLAUSE

If any article or section of this M.O.U. shall be found invalid or unlawful by reason of existing or subsequently enacted legislation or by judicial authority, all other articles or sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U.

48. DISTRICT DMV PULL NOTICE

Any employee who is required to have a California Driver's License as a condition of their employment, must complete a DMV authorization form.

49. PROBATION PERIODS FOR NEW AND PROMOTIONAL APPOINTMENTS

All probation periods, shall be for a period of 12 months, unless extended by the General Manager.

50. DEFERRED COMPENSATION 457 MATCH

The district shall provide a matching monthly contribution of \$25.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding as of the date first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Matthew McElhenie, General Manager/Employee Relations Officer

SERVICES EMPLOYEES INTERNATIONAL UNION LOCAL 620

By: _____
Nicole Bryant, Field Representative

COMMITTEE MEMBERS

By: _____

By: _____

Appendix A

EMPLOYEE GRIEVANCE FORM
CAMBRIA COMMUNITY SERVICES DISTRICT

Employee's Name: _____ Date: _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by the Informal conference:

Specific remedy sought:

Appendix B

A current copy of the salary ranges for bargaining unit classifications can be found on the CCSD website:
<https://www.cambriacsd.org/salary-schedule>

RESOLUTION NO. 02-2025
JANUARY 9, 2025

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN
CAMBRIA COMMUNITY SERVICES DISTRICT AND
CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 4635

WHEREAS, the Board of Directors of the Cambria Community Services District (CCSD) entered into labor negotiations with the International Association of Firefighters (IAFF) Local 4635; and

WHEREAS, an agreement was reached between the CCSD and IAFF Local 4635.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it does hereby ratify the Memorandum of Understanding between Cambria Community Services District and Cambria Firefighters/International Association of Firefighters (IAFF/Local 4635), from January 10, 2025 through February 20, 2026, attached hereto as Exhibit "A" and incorporated herein by reference, and authorizes its execution by the General Manager.

PASSED AND ADOPTED THIS 9th day of January 2025.

Debra Scott, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

AND

CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF) LOCAL 4635

MEMORANDUM OF UNDERSTANDING



January 10, 2025 – February 20, 2026

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CAMBRIA COMMUNITY SERVICES DISTRICT AND
CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 4635
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JANUARY 10, 2025 – FEBRUARY 20, 2026

1. DESIGNATION OF THE PARTIES

This Memorandum of Understanding (MOU) is made by and between the Cambria Community Services, a Special District, hereinafter called the CCSD, and the Cambria Firefighters/International Association of Firefighters (IAFF) Local 4635 hereinafter called the Union.

2. RECOGNITION

The CCSD recognizes the Union as the majority representative of employees in the Fire Services Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNIT

The current classifications in the Fire Service Unit are as follows:

Fire Captain
Fire Engineer
Firefighter (Full-Time)

4. REPRESENTATION

- A. The CCSD and Union agree that Union officers and representatives shall be allowed to meet with CCSD representatives for the purpose of meeting and conferring in good faith. If such meetings occur during work hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation when meeting and conferring with representatives of the CCSD.
- B. The Union agrees to provide the CCSD with a list of Union officers and representatives who are authorized to meet and confer on behalf of the Union and to conduct official Union business.
- C. The CCSD agrees that Union officers and representatives shall be given access to working locations during hours of work to conduct grievance investigations.
- D. The Union agrees that no overtime compensation shall be accrued by employees for hours spent meeting and conferring with the CCSD, or for the conduct of Union business.

5. USE OF CCSD FACILITIES

- A. The parties agree that the Union shall have the right to use CCSD bulletin board space allocated for Union material and notices at all work sites.
- B. Upon prior arrangement with the Fire Chief, the CCSD shall provide a meeting room in the Fire Station, if available, at no cost to the Union for the purpose of conducting Union meetings.

6. UNION DUES

- A. The Union is responsible for notifying the CCSD when it adds or removes a dues paying member. The Union is also responsible for collecting and maintaining dues deductions authorization forms.
- B. The Union shall indemnify and hold harmless the CCSD, its officers, agents, and employees from any and all claims, demands, costs (except as noted in section 6A, above), expenses, or liability arising out of this section, arising from the implementation of this section.

7. CCSD (DISTRICT) RIGHTS

- A. The CCSD retains, solely and exclusively, all rights and authority of management that have not been expressly abridged or limited by the various provisions of CCSD Code Chapter 2.04: "Employer-Employee Relations" and Chapter 2.08: "Personnel System", or of this MOU.
- B. The sole and exclusive rights and authority of the CCSD that are not abridged by this MOU shall include, but not be limited to, the following:
 - 1. Those rights stated in CCSD Code Section 2.04.050: "CCSD Rights."
 - 2. The right to determine the existence or non-existence of facts that are the basis for management decisions.
 - 3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing; and types of equipment to be used.
 - 4. The right to establish, continue, discontinue, or modify policies, practices, or procedures, subject to the provisions of the Meyers-Milias-Brown Act.
 - 5. The right to determine the number, location, and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract or sub-contract any work or operations of the CCSD; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof, subject to the provisions of the Meyers-Milias-Brown Act.
 - 6. The right to select, determine and schedule the number and types of employees required.
 - 7. The right to assign work to such employees in accordance with requirements determined, by management, consistent with provisions of established CCSD and Department rules, regulations, policies and procedures.
 - 8. The right to establish and change work schedules and assignments, subject to the provisions of the Meyers-Milias-Brown Act.
 - 9. The right to transfer, reclassify, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.

10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to enforce dress and grooming standards.
13. The right to determine the content and intent of job classifications.
14. The right to determine style and/or types of CCSD issued wearing apparel, equipment or technology to be used.
15. Subject to the provisions of the Meyers-Milias-Brown Act, the CCSD shall reserve all other prerogatives and responsibilities typically inherent to the CCSD, provided such prerogatives and responsibilities are not contrary to CCSD Code Chapter 2.04:“Employer-Employee Relations” or this MOU.

8. EMPLOYEE RIGHTS

Employees of the CCSD shall have the rights specified in CCSD Code Section 2.04.040: “Employee Rights”.

9. UNION RIGHTS

- A. The CCSD will allow an employee to take leave for Union business if the Fire Chief determines that such leave will not be disruptive of CCSD or Department business.
- B. The CCSD will make available to the Union, in the same manner as to the public, the Agendas for CCSD Board Meetings.

10. NON-DISCRIMINATION

- A. The CCSD and Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.
- B. The CCSD and Union agree that neither party will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate in Union activities, or to join the Union.

11. PERSONNEL FILES

- A. Material in the personnel file of a unit member that may serve as a basis for affecting the status of his/her employment will be made available for inspection by the involved employee in a reasonable manner and in accordance with legal standards.

- B. When information of a critical or derogatory nature is placed in the personnel file of a unit member, that unit member will be given notice and an opportunity to review and comment on that material. Such employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after such information is placed in his/her file and in accordance with legal standards.
- C. A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files in accordance with legal standards.

12. REDUCTION IN WORK FORCE

- A. When, in the judgment of the CCSD Board of Directors, it becomes necessary to make a reduction in the work force, whenever possible, such reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination. The CCSD shall provide thirty (30) days written notice to the affected employee(s). Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. For these purposes, time served in any higher classification shall count toward seniority in any lower classification. Reinstatement from layoff shall be based on seniority where the vacancy occurs. Eligibility for reinstatement of an employee laid off shall be for a period of twenty-four (24) months from the effective date of the layoff. The date of reinstatement shall constitute the new hire date for medical and dental benefits including the HRA (Health Reimbursement Account) benefit as described herein.

B. BUMPING RIGHTS

- I. When a covered employee accepts a promotion or reassignment within covered classifications and fails to successfully complete the probationary period for that new promotion or assignment, the affected employee shall have the right to return to the previously held classification, or its replacement if applicable, subject to seniority with the District, based on the employee's original date of hire. An employee that is released due to disciplinary reasons is not entitled to bumping rights.
- II. A covered employee who successfully completes the promotional or reassignment probationary period and is displaced from the promotional or reassignment position as a result of an employee's return from workers compensation leave or other protected leave, shall retain the right to bump back to their previously held position based on their seniority with the District. The covered employee's seniority shall be based on the employee's original date of hire. An employee that is released due to disciplinary reasons is not entitled to bumping rights.

13. GRIEVANCE PROCEDURE

- A. Purpose: It is the intent of this section to provide a method of communication through which the Union or an individual covered employee may have a complaint heard and decided in an orderly and fair manner. The Union or an individual covered employee may be represented in their dealings with the CCSD under this section by an agent of their choice.
- B. Definition: A grievance is a complaint of the Union or an individual covered employee concerning the application of:
 - 1. The administration of the conditions of employment, including job description, salary and benefits in force between the CCSD and the Union or individual employee.

2. Working conditions within the control of the General Manager or the Fire Chief, including the CCSD or Department policies, procedures, rules and regulations, and for which no other procedures for orderly solution of such complaints exist.
- C. Informal Resolution (Level I): The Union or any covered employee shall first discuss the alleged grievance with the affected employee's immediate supervisor within twelve (12) regular business days of the event causing the grievance. If the Union or individual employee is not satisfied with the supervisor's solution to the complaint, the grievance may then be entered into the next level of the grievance procedure (Level II).
- D. Formal Resolution (Level II): If a complaint or grievance is not resolved at Level I (informal resolution), the Union or affected employee may submit the complaint in writing to the General Manager within five (5) regular business days of receipt of such grievance. The General Manager shall investigate and provide a written response to the Union or affected employee within ten (10) regular business days.
- E. Formal Resolution (Level III): If a complaint or grievance is not resolved at Level II, the Union or affected employee may appeal in writing to the General Manager for a hearing before the CCSD Board of Directors. Such appeal shall be delivered to the General Manager within no more than five (5) regular business days from the date of receipt of the General Manager's written findings under Level II of this procedure. Upon receipt of the written appeal for a hearing before the Board, the General Manager shall schedule a closed session of the Board to conduct the hearing. Such hearing may be held at the Board's next regular meeting or at any time within thirty (30) regular business days of the General Manager's receipt of the appeal. At the written request of the appellant, such hearing shall be held in an open session of the Board. At such hearing, the appellant shall present such facts and opinions as deemed relevant. The Board shall also hear such evidence in support of the CCSD position as well as the recommendation of the General Manager. The Board may continue the hearing as deemed necessary. The Board shall render its decision within thirty (30) regular business days from the close of the hearing. The decision of the Board in such matters shall be final. For purposes of this section, a regular business day is any day in which the administrative offices of the CCSD are open for the business of the general public.

14. HOURS OF WORK AND WORK SCHEDULES

Covered employees may be assigned to a 40-hour workweek schedule, consisting of four (4) consecutive ten (10) hour work days, or a 56-hour (average) workweek schedule, consisting of twenty-four (24) hour work shifts that are scheduled in a manner so that each employee is assigned to duty an average of one third (1/3) of the days of a designated work period. The current 56-hour (average) workweek schedule consists of two consecutive 24-hour work shifts (48 consecutive duty hours) followed by four consecutive calendar days off (96 consecutive hours off duty).

15. OVERTIME

- A. Non-exempt employees assigned to a 56-hour (average) workweek schedule will receive pay for overtime as defined in the Fair Labor Standards Act (FLSA) (29.U.S.C.207k) and as described herein - overtime is defined as hours worked in excess of a total of 182 in a 24 day work period, as established by the CCSD.

Non-exempt employees assigned to a 40-hour (average) workweek schedule will receive pay for overtime for all hours worked in excess of 80 hours in a 14-day work period, as established by the CCSD.

- B. For purposes of calculating overtime hours, approved leave (holiday, vacation, sick leave, , compensatory time off, and) shall be considered time worked. The following shall not be considered time worked for purposes of calculating overtime hours: unpaid leave, suspensions, paid administrative leave relating to the implementation of disciplinary action, workers compensation leave, and 4850 leave.
- C. All overtime shall be paid at a rate of one and one-half (1 ½) times the regular hourly rate of pay.
- D. After a single 48 hour rotation, overtime shifts may be staffed by out of class assignments and/or qualified reserves as determined by the Fire Chief. Absences, which are initially known to exceed 96 consecutive hours, may be filled by out of class assignments and/or qualified reserves immediately.

16. COMPENSATORY TIME

In lieu of overtime pay, covered employees may accrue compensatory time off (CTO). Accrued CTO may be taken as paid leave in the same manner as vacation leave, or may be converted to cash at the request of the employee, and with the approval of the CCSD. All CTO not taken as paid leave or converted to a cash payment prior to the first full pay period in June of each year shall be automatically converted to a cash payment to the employee before the end of the fiscal year. At the written request of the employee, the CCSD General Manager may authorize a carryover of accrued CTO from one fiscal year to the next in an amount not to exceed 40 hours (for employees assigned to a 40-hour week) or 56 hours (for employees assigned to a 56-hour average week). Requests for carryovers must be submitted in writing to the General Manager no later than June 10th each year. In no event may CTO accrue more than the legally allowed 480 hours.

17. CALL BACK

Each non-exempt employee who responds to a call-back from off-duty status shall be compensated at a minimum of two (2) hours for each response. If the actual call back event extends beyond two (2) hours, all time worked will be compensated on an hour for hour basis and will be counted as hours worked for purposes of overtime calculations.

18. HOLIDAYS

- A. For 40-hour-per-week employees, the following are the twelve standard paid holidays observed by the CCSD:

New Years Day	Memorial Day	Labor Day	Thanksgiving
Martin Luther King Jr. Day	Juneteenth	Indigenous Peoples' Day	Day After Thanksgiving
President's Day	Independence Day	Veterans Day	Christmas Day

In lieu of Lincoln's Birthday, Admissions Day, and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the CCSD on July 1 of each year, provided the

employee was employed continuously by the CCSD on or before the previous January 1st. Float holiday hours will be accrued on July 1st of each year based on the following chart:

Regular # of hours/day	Total # of Holiday Hrs/Yr		12 Std Holiday Hours/Yr		July 1st Float Holiday Hours to Accrue
8	120		96		24
9	120		108		12
10	120		120		0
24	168		Accrue biweekly		Accrue biweekly
<i>Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:</i>					

- B. In lieu of time off on holidays, covered employees assigned to a 56-hour workweek shall accrue 6.07 hours of holiday leave per 14-day payroll period for a total of 168 hours per year (based on 120 hours per year times the conversion factor of 1.4). Such holiday leave may be taken as paid leave in the same manner as vacation leave or CTO, or may be converted to a cash payment at the request of the employee, and the approval of the CCSD.
- C. Unless otherwise provided in this section, for 40-hour-per-week employees, when a holiday listed herein falls on a covered employee's regular day off, such employee shall be assigned an alternate day off within the payroll period in lieu of the actual holiday. Unless directed otherwise by the Fire Chief, such alternate day off shall be assigned to the scheduled work day either immediately following, or immediately preceding the affected holiday.
- D. Regular part-time employees shall accrue holiday leave on a pro-rata basis according to hours worked.
- E. Balances in the holiday/float holiday accrual bank existing prior to the first full pay period in June of each year shall automatically be converted to a cash payment before the end of the fiscal year. The employee's last paycheck in June will include the applicable cash payment unless State or Federal regulations indicate differently. Holiday leave may not be carried over from one fiscal year to the next.

19. VACATION

- A. Covered Employees assigned to a 40-hour workweek schedule shall accrue vacation leave as follows:
 - From the date of hire through sixty (60) months of service:
3.08 hours biweekly (80 hrs/yr)
 - Sixty (60) months of service through one hundred and twenty (120) months of service:
4.61 hours biweekly (120 hrs/yr)
 - One hundred and twenty (120) months of service through one hundred and eighty (180) months of service:
6.15 hours biweekly (160 hrs/yr)
 - 180 months plus one day of service:

7.69 hours biweekly (200 hrs/yr)

- B. Covered employees assigned to a 56-hour average workweek schedule shall accrue vacation leave as follows:
- From the date of hire through sixty (60) months of service:
4.31 hours biweekly (112 hrs/yr)
 - Sixty (60) months of service through one hundred and twenty (120) months of service :
6.46 hours biweekly (168 hrs/yr)
 - One hundred and twenty (120) months of service through one hundred and eighty (180) months of service:
8.62 hours biweekly (224 hrs/yr)
 - 180 months plus one day of service:
10.77 hours biweekly (280 hrs/yr)
- C. As of the end of the first full pay period in June of each year, an employee shall have an accrual balance of no more than the number of vacation hours he/she is entitled to earn in two years of employment. If an employee's accrued vacation balance exceeds such accrual limitation, the employee shall be paid cash for the number of excess unused vacation hours on the last paycheck in June of each year. An exception to the number of hours carried over may be made at the discretion of the General Manager.
- D. Vacation leave will be scheduled on a semi-annual basis during the months of December and June at a time to be designated by Management. Based on their seniority, employees will select vacation leave in two consecutive rotation blocks. Employees with the greatest seniority will select the first consecutive rotation blocks until each employee has had an opportunity to select as many blocks of vacation leave as is equal to the total number of his or her accrued vacation leave.

Employees shall not check their rotation blocks across the calendar, but will have one opportunity, per selection round, to select up to two consecutive rotation blocks for a single period of leave. Employees who do not select a two consecutive rotation blocks during the first selection round and who still have remaining vacation leave accrued will be allowed to select additional blocks of time, up to two consecutive rotation blocks per selection round based on seniority. Members who do not wish to take vacation may waive their turn without forfeiting any vacation leave they may have accrued up to that time.

20. SICK LEAVE

- A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the CCSD's Policies, Procedures & Rules.

Each full-time employee assigned to a 40-hour workweek shall accrue sick leave from the date of employment at the rate of 4.6 hours per 14-day payroll period (or 120 hours per year).

- B. Each full-time employee, assigned to a 56-hour average workweek, shall accrue sick leave from the date of employment at the rate of 6.4 hours per 14-day payroll period (based on 120 hours per year times the conversion factor of 1.4).
- C. Regular part-time employees shall accrue sick leave on a pro rata basis according to hours worked.
- D. Unused sick leave may be accumulated without limit.
- E. Sick leave may be taken for reasons provided by law as set forth in the CCSD's Policies, Procedures & Rules, and such reasons as personal illness or injury; required attendance of an employee to care for a sick or injured spouse, recognized domestic partner, child, or other immediate family member residing with the employee; medical or dental appointments.
- F. FAMILY MEDICAL LEAVE: Bargaining unit employees shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or CCSD policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.
- G. Upon termination of employment in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), of a full-time or regular part-time employee, such employee shall be paid for 50% of accumulated unused sick leave, to a maximum of 900 hours for employees assigned to a forty-hour workweek (50% times 900 hours = 450 hours possible), and to a maximum of 1260 hours for employees assigned to a 56-hour average workweek (50% times 1260 = 630 hours possible).
- H. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
 - 1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the CCSD within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the CCSD's Personnel Action Form in the same manner as any other leave request.
 - 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the CCSD for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.
 - 3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of the Section of this MOU entitled "*State Disability Insurance*" for SDI integration, as well as Worker's Compensation integration, provided however, that the total compensation from these sources combined shall not exceed the employee's base salary.

4. The CCSD reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
 5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank". Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank".
- I. A sick leave incentive plan shall be provided for the conversion of twenty four (24) hours of sick leave to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1st through December 31st. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

21. BEREAVEMENT LEAVE

- A. Covered employees shall be eligible for a temporary leave of absence without loss of compensation, upon the death of any member of the immediate family. Such leave shall not exceed five calendar days per year (40 hours total for a 40 hr/wk employee or 56 hours for a 56 hr/wk employee). After use of bereavement leave has been exhausted in any calendar year, a covered employee may use other paid leave including sick leave, if necessary, for this purpose.
- B. For purposes of this section, members of the immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, guardian with whom the employee has lived, and as provided by law. These definitions shall include "in-law" relationships in each case and "step" relationships in the case of parents and children.
- C. The above-referenced bereavement leave will also apply to leave for reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

22. JURY DUTY

Covered employees who are called or required to serve as a trial juror, upon notification and appropriate verification submitted to the Fire Chief, shall be entitled to be absent from his/her duties with the CCSD during the period of such service or while necessarily being present in court as a result of such call. The employee's normal compensation shall be continued during such period of jury duty. The employee shall relinquish to the CCSD any compensation received for jury service.

23. CLOTHING AND BOOT ALLOWANCE

Covered employees shall maintain a minimum of two sets of uniform clothing (pants and shirt) and one pair of CAL-OSHA approved fire safety boots (station boots). Uniform clothing and boots shall be

maintained in a fully serviceable condition, clean, and free of signs of wear. Uniform items and boots that are faded, torn, or show similar signs of overuse may not be worn while on duty.

The CCSD shall provide covered employees with an annual boot or safety shoe allowance of \$250, payable in July of each year. The remainder of employees' uniform clothing (defined above) replaced on an as needed basis, as determined by the CCSD, up to a maximum value of one uniform annually. The CCSD shall inspect covered employees' uniforms to determine whether a CCSD-issued uniform is warranted or not.

24. HEALTH BENEFITS

- A. In the event that legislation is passed allowing for local PERS agencies to reduce contributions for retiree health insurance coverage, all employees retiring after the effective date of such legislation shall be provided health insurance coverage at the same ratio as current employees. Employees retiring prior to such legislation shall have insurance coverage as currently provided.
- B. For all regular employees working full time, the CCSD will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to CCSD employees offered through the PERS system. However, the CCSD shall have the unilateral discretion to provide a higher level plan. The CCSD payment is inclusive of the PERS minimum health contribution. The balance of the total CCSD contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. CCSD premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.
- C. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to PERS minimum health contributions only.

D. HEALTH REIMBURSEMENT ACCOUNT (HRA)

- (i) **Regular employees**, after completion of their probationary period, shall be eligible for the Health Care Reimbursement Program.

Eligible employees shall receive a credit of \$1300 in the approved program for eligible reimbursable costs January 1st each year. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.

- (ii) **Probationary employees** shall become eligible for this benefit upon successful completion of their probation. The benefit is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation. Reinstated employees would be covered by this section.

Promotional probationary employees are not subject to the same guidelines as new probationary employees. Promotional probationary employees are covered under paragraph (i) above as a regular employee.

- (iii) **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary half-time employees are eligible for \$650 on

January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.

(iv) **Retired Employees**

Retirees who qualify for this benefit:

- The benefit extends into retirement for existing Union employees (as of July 1st 2006) and the benefit extends to employees who retired between July 1st 2004 and June 30th 2006.

Retirees who do not qualify for this benefit:

- Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the CCSD whether through retirement, voluntary separation, or any other means.
- The benefit does not extend into retirement if the employee did not retire from the CCSD, but retires from another agency.
- This benefit does not extend to people who retired before July 1st 2004 – as the benefit did not exist for retirees before July 1st 2004.
- Upon death of the retired employee, this benefit does not extend to the spouse of the retired employee.

25. DENTAL INSURANCE

- A. For all regular employees working fulltime, the CCSD will pay 85% of the premiums for employee and dependent coverage for the lowest cost dental plan. In the event the employees elect a higher cost coverage, the employees shall pay the increased cost for that plan.
- B. The CCSD and employees shall each pay 50% of any increase in dental benefit premiums.

26. LIFE INSURANCE

A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 for each employee's dependent under the age of 21. The CCSD will pay the full monthly premium for each unit member, spouse, and dependent children.

27. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required.

By extending to an employee the specific benefits defined by this Article, the CCSD does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

28. RETIREMENT

- A. The CCSD provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (PERS), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The CCSD shall provide the PERS 3% @ 50 public safety retirement plan for covered employees, including single highest year computation, for all employees hired before December 28, 2012. All covered employees hired on or after December 28,

2012 who are not defined as “new members” under the Public Employees Pension Reform Act (“PEPRA”) will be covered by the 3% @ 55 retirement formula and the 36 highest consecutive months’ final compensation provision. All covered employees hired on or after January 1, 2013 and who are defined as “new members” under PEPRA will be covered by the 2.7% at 57 retirement formula and the 36 highest consecutive months’ final compensation provision.

- B. The current employee share contribution to the PERS Retirement Program is 9% of wages and is subject to change.

Employees who are not subject to PEPRA shall pay 100 % of the entire designated employee share of PERS retirement contributions. Employees defined as “new members” under PEPRA shall pay 50% of the total normal cost of the retirement benefits, as determined by CalPERS.

- C. The employee's share of mandated Social Security contributions is paid 100% by the employee, by payroll deduction. The employer's share of mandated Social Security contributions is paid 100% by the employer.

29. STATE DISABILITY INSURANCE (SDI)

The CCSD shall provide for the integration of SDI benefits with sick leave or vacation leave on a pro rata basis. The procedure shall not allow the employee to receive more than he/she would have received if the employee were on regular duty, but shall allow the employee to receive a full salary for as long as his/her sick leave and vacation leave will allow through such integrated use.

30. ADVANCEMENT IN SALARY (MERIT ADJUSTMENTS)

- A. The salary range set forth for each classification is divided into five (5) steps that are implemented as follows. Salary steps within a range are typically established in five percent (5%) increments.
- B. Typically, upon appointment to any classification within the CCSD system, an employee is placed at the beginning ("A") step of the range. Upon determination of the General Manager that the needs of the CCSD and the qualifications of the employee so warrant, a newly appointed employee may be assigned to any step in the salary range. A current copy of the salary ranges for bargaining unit classifications can be found on the CCSD website (see appendix A).
- C. Progression from one step in a salary range to the next shall be based upon a satisfactory written performance evaluation provided by the Fire Chief and accompanied by a recommendation to the General Manager to implement a step increase. The decision to implement such increase shall rest with the General Manager.
- D. Progression from the initial step in the range to the next step will typically occur upon the satisfactory completion of a one-year probationary period. All subsequent salary increases within the salary range shall typically occur at one-year intervals, based on satisfactory performance.
- E. Covered classifications are assigned to salary ranges as provided in Appendix “A” attached.

31. SALARY

- A. *Longevity Pay*

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary. Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 7.5% overall increase). Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10.0% overall increase). Qualification for each increase shall be based on an employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after June 25, 2015 are not eligible to receive Longevity Pay.

B. *Accrual Cash Outs*

Accrual cash outs shall be paid on the employee's base pay rate only. All overtime pay, incentive pay including merit, longevity, allowances and other specialty pay is excluded from all accrual cash out calculations.

C. *Salary Increases*

During the term of this agreement the parties have negotiated the following wage increases to provide both cost of living increases and equity adjustments:

First year of the agreement:

Effective the first full pay period following ratification and Board approval 3% wage adjustment for classifications in the bargaining unit except for the classification of Fire Fighter. The salary range of the Fire Fighter classification shall be increased by 10% to reflect the change from part-time volunteer firefighters to full-time firefighters.

During the course of this agreement if the CCSD's non-discretionary expenses significantly surpasses projections, the CCSD shall have the right to reopen this agreement in order to avoid potential layoffs or reductions in services.

32. SALARY AND BENEFITS CONVERSION

A. *The Multiplier*

When a covered employee is transferred from one work schedule to another (e.g. 40-hour to 56-hour average), hourly rates of pay, leave accruals, overtime pay and all other pay and benefits that are affected by an hourly computation shall be converted to the appropriate proportional amount. The conversion factor from a 40-hour week to a 56-hour average week shall be 0.714. The conversion factor from a 56-hour average week to a 40-hour week shall be 1.4.

B. *Modified Duty*

When a covered employee is assigned to a modified duty position, due to illness or injury, such assignment shall be on a 40-hour week basis. Such assignment shall occur at the sole discretion of the Fire Chief, and shall only be made when there is sufficient benefit to the CCSD to warrant such assignment.

33. PARAMEDIC COMPENSATION

Bargaining Unit members who possess a valid Paramedic Certificate/Accreditation in San Luis Obispo County will be called upon to perform paramedic services and shall receive a \$600.00 monthly stipend. Those who receive the stipend will be required to use their paramedic skills whenever necessary. Failure

to maintain the paramedic certification/accreditation will result in the termination of the stipend and potential termination of the ALS/paramedic services provided by the CCSD if the CCSD, within its discretion, determines it is not able to meet staffing requirements, including the requirement of one paramedic per shift.

Pursuant to CCR Section 571, Paramedic Assignment Pay shall be reported to CalPERS as special compensation under the category of Education Pay - Paramedic Pay.

The CCSD will continue its current practice of paying for the following costs (via reimbursement) in order for current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to maintain their San Luis Obispo County Paramedic Accreditation:

- License every two years - currently total of \$200;
- 48 hours of continuing education on duty; online - SDRMA;
- 6 base station meetings over the course of two years, which includes overtime and/or back filling; and
- County ALS Class - SLO EMSA APR- currently total \$132.

If an employee does not fulfill all paramedic certification and accreditation requirements, and such failure is due to the employee, then the Paramedic Assignment Pay above shall be discontinued until proof of certification and accreditation are provided to the CCSD. In addition, an employee who does not satisfactorily complete the necessary minimum requirements for certification, accreditation, education, and employment as a paramedic shall not be eligible for reimbursement of expenses and shall agree to return any advance payments received.

It is agreed and understood that if at any time the CCSD, within its discretion, determines that it is not able to meet the staffing requirements, including the requirement of one paramedic per shift and the ALS/paramedic services provided by the CCSD cease, the Paramedic Assignment Pay will immediately cease.

GRANDFATHERING CLAUSE: The CCSD agrees to grandfathering in for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to this policy but require all new hires hired on or after April 29, 2016 to possess San Luis Obispo County paramedic certificate/accreditation as a condition of becoming employed.

CURRENT NON CERTIFIED EMPLOYEES AND NEW HIRES: For current employees hired on or before April 28, 2016 and who do not have a San Luis Obispo County paramedic certification/accreditation and for new hires hired on or after April 29, 2016, the CCSD will not incur any costs associated with such individuals obtaining San Luis Obispo County paramedic certification/accreditation; however, for such individuals, following their obtaining such certification/accreditation, the CCSD will pay the above-specified Paramedic Assignment Pay and costs for maintaining such certification/accreditation, with the same conditions noted above for payments and potential ceasing of payments.

34. WORKING OUT OF CLASS

Normal Out of Class Pay: Covered employees who are assigned by the Fire Chief or the CCSD General Manager to work in a higher salary range for more than 48 consecutive work hours (for 24-hour shift employees) or 20 consecutive work hours (for 10-hour shift employees) in any period shall be paid for the entire period they are assigned to work in such higher classification at the "A" step of the assigned higher salary range, provided that such out of class pay shall not be less than 5% above the assigned employee's normal pay rate. This provision does not apply to opportunities for Acting Chief assignments.

Engineer Out of Class Pay: Covered employees who are assigned by the Fire Chief or the CCSD Manager to work in a higher classification shall be paid for the entire period they are assigned to work in such higher classification at 5% above the assigned employee's normal rate of pay.

No out-of-class/position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

35. ACTING DUTY CHIEF

The positions of Acting Chief (AC) and Duty Officer (DO) will be assigned by the Fire Chief when the Fire Chief is unavailable for response for an extended period of time as determined by the Fire Chief. When these duties are assigned, the applicable Specialty Pay will begin from the time of assignment, to coincide with the Fire Chief's absence and to provide continuous response coverage.

The assigned Captain on duty will provide coverage as the Acting Chief (AC) during their regular shift and shall receive \$35 Specialty Pay per 24-hour shift in additional to their regular pay. Such pay shall be in lieu of any salary increase and for payroll purposes may be paid in hourly increments for such assignments.

To ensure proper coverage the Fire Chief may assign the position of Duty Officer (DO) to an off duty Captain who will be on standby, will respond to calls and will provide the necessary coverage. While on standby they will receive \$90 Standby Pay per 24-hour shift. Such pay shall be in lieu of any salary increase and for payroll purposes may be paid in hourly increments for such assignments. Additionally, they shall be paid for their response time in accordance with their current MOU Section 17, CALL BACK; *"Each non-exempt employee who responds to a call-back from off-duty status shall be compensated at a minimum of two (2) hours for each response. If the actual call back event extends beyond two (2) hours, all time worked will be compensated on an hour for hour basis and be counted as hours worked for purposes of overtime calculations."*

The Chief may designate an alternative staff member as he or she deems appropriate to serve as the duty officer in charge.

36. PROMOTIONAL ADVANCES

When a covered employee is promoted to a higher classification, he/she will typically be placed at a step in the salary range of the new position which will result in a salary increase of at least 5%. In the event that the top step ("E") of the new range does not allow for a 5% increase, the appointment shall be made to the top ("E") step of the promotional position's range.

37. POLICY DEVELOPMENT

It is recognized that the CCSD and the Fire Department are continuously involved in developing methods to improve the delivery of services to the public and to increase operational effectiveness. To this end, the CCSD will consult with the Union over the development of new policies, procedures, rules and regulations; the modification of existing policies, procedures, rules and regulations; the introduction of new methods and technologies to department operations, as deemed necessary during the term of this agreement. Due consideration will be given to the interests of the Union in the implementation of any such policies, procedures, rules and regulations or the implementation of new methods or technologies.

38. PART-TIME EMPLOYEES

- A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.
- B. An average of over 20 hours per week will receive a pro-rata portion of leave, i.e., vacation, sick leave, and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.
- C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

39. SEVERABILITY

If any section of this MOU shall be found invalid or unlawful by reason of existing or subsequently enacted legislation, or by judicial authority, all other sections of this MOU shall remain in full force and effect for the duration of the term of this MOU.

40. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from January 10, 2025, through February 20, 2026. On mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits. Additionally, upon written notification by the CCSD, IAFF agrees to promptly meet and confer over proposed changes to the CCSD's Policies, Procedures & Rules that significantly affect employee's wages, terms, and working conditions.

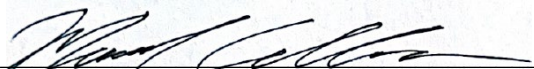
The undersigned have signed this Memorandum of Understanding as of the dates indicated below.

CAMBRIA COMMUNITY SERVICES DISTRICT:

By: _____
Matthew McElhenie
General Manager

Date: _____

**CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)
LOCAL 4635**

By:  _____
Michael Castellanos
IAFF Local 4635
CCSD Fire Captain

Date: 1-3-25 _____

Appendix A

A current copy of the salary ranges for bargaining unit classifications can be found on the CCSD website:
<https://www.cambriacsd.org/salary-schedule>

RESOLUTION 03-2025
JANUARY 9, 2025

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S SALARY SCHEDULE

WHEREAS, the District engaged in labor negotiations with the Services Employees International Union (SEIU) Local 620, reaching an agreement with a wage increase, for the represented unit; and

WHEREAS, the District engaged in labor negotiations with the Internation Association of Firefighters (IAFF) Local 4635, reaching an agreement with a wage increase, for the represented unit; and

WHEREAS, CalPERS requires that pay amounts be established pursuant to publicly available schedules; and

WHEREAS, publicly available salary schedules are required to comply with California Code of Regulations (CCR) Section 570.5.

NOW, THEREFORE, BE RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

1. The revised Cambria Community Services District Salary Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.
2. In accordance with CalPERS regulation CCR §570.5, the pay rate and pay schedule are amended and represent the negotiated increases.
3. This Resolution and the salaries contained in Exhibit A shall constitute a publicly available pay schedule as required by Government Code Section 20480. Pursuant to CCR §570.5, it shall be immediately accessible and available for public review during the District's normal business hours.
4. This pay schedule shall be effective the first full payroll period following ratification of the SEIU MOU upon adoption of this Resolution. The district shall permanently retain this resolution and the pay schedule contained herein in its official records.

PASSED AND ADOPTED THIS 9th day of January 2025.

Debra Scott, President
Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Confidential Administrative Assistant

**CAMBRIA COMMUNITY SERVICES DISTRICT
SALARY SCHEDULE
FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025
Updated January 9, 2025**

POSITION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	GM Approval STEP E + 1%- 5%	10 YEARS SERVICE STEP E+5%	15 YEARS SERVICE STEP E+7.5%	20 YEARS SERVICE STEP E+10%
SERVICE EMPLOYEES INTERNATIONAL UNION (ANNUAL AMOUNTS) - Wage Increases Effective 1st Full Payroll Following January 9, 2025									
Administration (Includes 3% Wage Increase)									
Administrative Technician I	46,337	48,653	51,086	53,640	56,322	N/A	59,139	60,547	61,955
Administrative Technician II	54,983	57,733	60,619	63,650	66,833	N/A	70,174	71,845	73,516
Administrative Technician III	67,021	70,372	73,891	77,585	81,465	N/A	85,538	87,574	89,611
Administrative Technician IV	81,423	85,494	89,768	94,257	98,970	N/A	103,918	106,392	108,867
Facilities & Resources (Includes 3% Wage Increase)									
Maintenance Technician	51,670	54,253	56,966	59,814	62,805	N/A	65,945	67,516	69,086
Water & Wastewater Operations (Includes 3% Wage Increase)									
Water Treatment Plant OIT	51,411	53,982	56,681	59,515	62,491	N/A	65,615	67,178	68,740
Water Treatment Operator I	53,771	56,460	59,283	62,247	65,359	N/A	68,627	70,261	71,895
Water Treatment Operator II	60,912	63,958	67,156	70,513	74,039	N/A	77,741	79,592	81,443
Water Systems Operator T3/D2	69,002	72,452	76,074	79,878	83,872	N/A	88,066	90,162	92,259
Wastewater Collection System Worker	53,964	56,662	59,495	62,470	65,593	N/A	68,873	70,513	72,153
Wastewater Treatment Plant OIT	56,803	59,644	62,626	65,757	69,045	N/A	72,497	74,223	75,949
Wastewater Operator I	59,709	62,695	65,829	69,121	72,577	N/A	76,206	78,020	79,834
Laboratory Technician	65,973	69,271	72,735	76,371	80,190	N/A	84,200	86,204	88,209
Wastewater Operator II	67,302	70,667	74,201	77,911	81,806	N/A	85,897	87,942	89,987
Wastewater Operator III	74,362	78,080	81,984	86,083	90,387	N/A	94,907	97,166	99,426
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (ANNUAL AMOUNTS) - Wage Increases Effective 1st Full Payroll Following January 9, 2025									
Fire Captain	89,283	93,748	98,435	103,357	108,525	N/A	113,951	116,664	119,377
Fire Engineer	74,047	77,749	81,636	85,718	90,004	N/A	94,504	96,755	99,005
Firefighter	65,594	68,874	72,317	75,933	79,730	N/A	N/A	N/A	N/A
CAMBRIA FIREFIGHTERS IAFF LOCAL 4635 (ANNUAL AMOUNTS) - Wage Increases Effective 1st Full Payroll Following January 9, 2025									
Firefighter (SAFER Grant)	65,594	68,874	72,317	75,933	79,730	N/A	N/A	N/A	N/A
RESERVE FIREFIGHTERS (HOURLY RATE) Effective January 1, 2025									
Reserve Recruit Firefighter	16.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Firefighter	16.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MANAGEMENT & CONFIDENTIAL EMPLOYEES (ANNUAL AMOUNTS) 3% Wage Increases Effective January 18, 2025									
Facilities & Resources Manager	98,848	103,790	108,980	114,429	120,150	121,352-126,158	N/A	N/A	N/A
Program Manager	98,848	103,790	108,980	114,429	120,150	121,352-126,158	N/A	N/A	N/A
Confidential Administrative Assistant	111,146	116,704	122,539	128,666	135,099	136,450-141,854	N/A	N/A	N/A
Water Systems Superintendent	111,146	116,704	122,539	128,666	135,099	136,450-141,854	N/A	N/A	N/A
Wastewater Systems Superintendent	111,146	116,704	122,539	128,666	135,099	136,450-141,854	N/A	N/A	N/A
Fire Chief	142,442	149,564	157,042	164,894	173,139	174,870-181,796	N/A	N/A	N/A
Utilities Department Manager	142,442	149,564	157,042	164,894	173,139	174,870-181,796	N/A	N/A	N/A
Administrative Department Manager	142,442	149,564	157,042	164,894	173,139	174,870-181,796	N/A	N/A	N/A
General Manager	185,658	185,658	185,658	185,658	185,658	N/A	N/A	N/A	N/A

Red denotes a change