

**Memorandum of Understanding  
between  
Sacramento Area Sewer District  
and  
Professional Engineers Association**



**July 27, 2025, through June 25, 2027**

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## **Preamble**

This Memorandum of Understanding between Sacramento Area Sewer District (SacSewer) and the Professional Engineers Association (PEA) has as its purpose the promotion of harmonious labor relations between SacSewer and the PEA, and the establishment of wages, hours of work, and other terms and conditions of employment pursuant to Government Code Section 3504.

## **Article 1 - Association Rights**

### **1.1. Recognition**

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

### **1.2. Dues**

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

### **1.3. New Employee Orientations**

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

### **1.4. List of Employees**

SacSewer will provide PEA quarterly with a digital file via email to the email address designated by PEA containing the following information, if available (unless the employee opts not to make this available to PEA): the employees name, classification, work location, home address, and work, home, and cellular telephone number.

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

### **1.5. Association Release Time**

PEA will provide SacSewer reasonable prior notice of anticipated usage of Association Release Time by PEA representatives. PEA representatives will be required to use accrued vacation leave for Association Release Time.

### **1.6. Access to and Use of Facilities**

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

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

### **1.7. Notice of Meet and Confer**

SacSewer will notify PEA regarding new or modified job classifications or policies that fall within the scope of representation under the MMBA. PEA has fifteen (15) days to request a meet-and-confer. Failure by PEA to make a demand to meet and confer within fifteen (15) days constitutes a waiver of any right to meet and confer over the matter, absent good cause. Two (2) members of PEA may be on paid release time while attending meetings with SacSewer during the meet-and-confer process.

### **1.8. Joint Labor Management Committee**

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

## **Article 2 - Hours of Work and Overtime**

### **2.1. Work Week**

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

### **2.2. Work Week for 9/80 Work Schedule**

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

### **2.3. Work Schedules**

Work schedules are determined at the discretion of the Department Director or designee and are subject to change with or without notice, according to the needs of the department or SacSewer. Employees must be in attendance and at work during the hours specified by the supervisor. Employees may be assigned to any of the following work schedules:

- (a) 5/8: The 5/8 schedule consists of five (5) consecutive workdays of eight (8) hours followed by two (2) consecutive days off.
- (b) 4/10: The 4/10 schedule consists of four (4) consecutive workdays of ten (10) hours followed by three (3) consecutive days off.
- (c) 9/80: The 9/80 schedule consists of four (4) consecutive workdays of nine (9) hours plus an extra day-off every other week and four (4) consecutive workdays of nine (9) hours plus one workday of eight (8) hours on the balance of the work weeks.

### **2.4. Meal Periods**

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

### **2.5. Rest Periods**

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

### **2.6. Overtime**

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

## **Article 3 - Salaries and Incentives**

### **3.1. Wages**

Effective July 27, 2025, all classifications will receive a Cost of Labor Adjustment (COLA) of four-point-five percent (4.5%).

Effective June 28, 2026, all classifications will receive a COLA equal to the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for the December-to-December movement of the ECI for the previous 12 months.

Effective June 27, 2027, all classifications will receive a COLA equal to the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for the December-to-December movement of the ECI for the previous 12 months.

### **3.2. Equity Adjustments**

Effective July 27, 2025, the Associate Civil Engineer will receive a five percent (5.0%) equity adjustment.

Effective June 28, 2026, the Associate Civil Engineer will receive a five percent (5.0%) equity adjustment.

Effective June 27, 2027, the Associate Civil Engineer will receive a five percent (5.0%) equity adjustment.

### **3.3. Benchmark Classifications**

The top step of the Associate Electrical and Associate Mechanical Engineer will be benchmarked to the top step of the Associate Civil Engineer.

### **3.4. Salary Survey**

When conducting a salary survey, the following agencies and classifications will be used:

- Central Contra Costa Sanitary District – Associate Engineer
- City of Roseville – Senior Engineer
- City of Sacramento – Associate Civil Engineer
- City of San Jose – Associate Engineer
- Dublin-San Ramon Services District – Associate Engineer
- East Bay Municipal Utilities District – Associate Civil Engineer
- Eastern Municipal Water District – Senior Engineer
- El Dorado Irrigation District – Associate Civil Engineer
- Orange County Sanitation District – Senior Engineer
- SacSewer – Associate Civil Engineer
- Union Sanitary District – Associate Engineer

Additionally, each salary survey will include the following data points that are available to new hires:

- Top Salary Step
- Education Benefits – maximum
- Certificate Pay – maximum
- Longevity Pay – maximum



- Health Benefits – employer’s maximum contribution towards family medical, dental, and vision
- Employer Deferred Compensation Contribution
- Employer Social Security Contribution
- Employee pickup of Employer Pension Costs using the PEPRA Retirement tier

The median of the salary survey will be identified.

### **3.5. Longevity Pay**

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

### **3.6. Bilingual Pay**

Employees in authorized assignments who speak and/or write in a language other than English, and who can do so fluently as determined by SacSewer receive Bilingual Pay in the amount of two percent (2.0%) of their base rate of pay.

### **3.7. Standby Pay**

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

### **3.8. Call-Back Pay**

Employees called back to work at a physical work site will receive a minimum of two (2) hours’ overtime compensation per shift. Call-back pay is in addition to standby pay.

### **3.9. Remote Response Pay**

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

### **3.10. Supervisor Pay**

Employees assigned to supervise or lead a shift in the absence of a supervisor or lead for a minimum of thirty-six (36) hours in a workweek will receive Supervisor Pay in the amount of five percent (5.0%) of their base rate of pay for the workweek.

## **Article 4 - Holidays**

### **4.1. Holidays**

Employees receive the following holidays with pay:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- December 25

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

### **4.2. "Eve" Leave**

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

### **4.3. Holiday Pay**

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

## **Article 5 - Leaves**

### **5.1. Vacation**

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

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

Upon twenty-five (25) years of service with SacSewer, employees will receive a one-time accrual of eight (8) hours of vacation. Unpaid time does not count towards years of service.

Employees accrue vacation based on their cumulative full-time public sector employment with the State of California, or a California county, city, local agency, or special district. Employees must submit the Prior Public Service Verification Form with the attached documentation to Human Resources for verification. Vacation accrual rate adjustments will take effect on the first full pay period following validation by the Human Resources Manager or designee.

## **5.2. Vacation Cash-Out**

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

## **5.3. Sick Leave**

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

## **5.4. Sick Leave Cash-Out Upon Retirement**

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

## 5.5. Bereavement Leave

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

A “family member” means any parent, spouse, registered domestic partner, child, child of an employee’s registered domestic partner, grandchild, great grandchild, grandparent, great grandparent, grandparent in-law, brother, brother-in-law, brother and sister of an employee’s registered domestic partner, sister, sister-in-law, registered domestic partner’s brother and sister, mother-in-law, father-in-law, mother and father of an employee’s registered domestic partner, or the death of any child or close relative who resided with the employee at the time of death.

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

## 5.6. Jury Duty

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

# Article 6 - Health and Welfare

## 6.1. Medical

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

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

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

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

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

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

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

Effective plan year 2026, SacSewer contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

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

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

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

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

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

## **6.2. Medical-in-Lieu**

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

## **6.3. Dental Insurance**

SacSewer provides employees and their covered dependents basic dental insurance.

## **6.4. Vision Insurance**

SacSewer provides employees and their covered dependents basic vision insurance.

## **6.5. Basic Life Insurance**

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

## **6.6. Supplemental Life Insurance**

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

## **6.7. Employee Assistance Program**

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

## **6.8. Flexible Spending Accounts**

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

## **6.9. IRS 125 Dependent Care Spending Plan**

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

# **Article 7 - Retirement Plan**

## **7.1. Retirement Tier 2**

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

## **7.2. Retirement Tier 3**

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

## **7.3. Retirement Tier 4**

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

#### **7.4. Retirement Tier 5**

Employees hired after December 31, 2012, who are classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013, receive Miscellaneous Retirement Tier 5 – 2% at age 62 formula with a final compensation based upon the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the total normal cost as defined in the County Employees' Retirement Law of 1937.

#### **7.5. Disability Retiree-Return Rights**

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

#### **7.6. Sick Leave Conversion at Retirement**

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

#### **7.7. Deferred Compensation**

Employees are eligible to participate in SacSewer's Deferred Compensation Plan to the extent provided by law. Employees who contribute to their 457(b) account will receive a matching contribution in one percent (1.0%) increments up to a maximum of five percent (5.0%). SacSewer's match will be placed into the employees' 401(a) account.

### **Article 8 - Allowances and Reimbursement**

#### **8.1. Boot Allowance**

Employees receive a two hundred and fifty dollar (\$250.00) voucher every two (2) years for the purchase of safety boots, insoles, laces, and socks. Boots must meet the American National Standards Institute (ANSI) Standard Z41.1 Rating 75.

#### **8.2. Safety Glasses**

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

#### **8.3. Tuition Reimbursement**

Employees may receive up to three thousand dollars (\$3,000) per year for tuition reimbursement from an accredited college, prep and certification courses related to job

classification, registration fees, and mandated educationally related materials. To qualify for the reimbursement, the employee must obtain a grade of “C” or better or “pass” when taken as pass/fail.

#### **8.4. Transit Pass Reimbursement**

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

#### **8.5. Professional Registration Exams and Renewals**

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

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

### **Article 9 - Grievance Procedure**

#### **9.1. Definition of a Grievance**

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

#### **9.2. Definition of a Grievant**

A “Grievant” is defined as an employee who has a good faith belief that SacSewer has committed a grievance.

#### **9.3. Statement of the Grievance**

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

#### **9.4. Timelines**

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



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

## **9.5. Procedures**

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

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

## **Article 10 - Discipline Procedure**

### **10.1. Causes for Discipline**

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

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

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

## **10.2. Types of Counseling, Reprimands, and Discipline**

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

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

- (b) **Verbal Reprimand:** A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.
- (c) **Written Reprimand:** A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. A written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file if the employee submits the rebuttal to the Personnel Officer or designee within fourteen (14) days after the reprimand is received.
- (d) **Suspension without Pay:** SacSewer may suspend an employee from their position without pay for cause. Documents related to a suspension will become part of the employee's personnel file when the suspension is final and documented in the performance evaluation.
- (e) **Reduction in Pay or Paid Leave:** SacSewer may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: (1) a decrease in salary to a lower step within the salary range; (2) a decrease in salary paid to an employee for a fixed period; or (3) loss of accrued vacation. Documents related to a reduction in pay will become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation.
- (f) **Demotion:** SacSewer may demote an employee from their position to a lower position for cause. Documents related to a demotion will become part of the employee's personnel file when the demotion is final and documented in the performance evaluation.
- (g) **Dismissal:** SacSewer may dismiss an employee for cause from their position without right of reemployment at SacSewer. Documents related to the dismissal will become a part of an employee's personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

### **10.3. Pre-Discipline Procedures**

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

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

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

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

(c) Final Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee’s written response, the Personnel Officer or designee will: (1) take no disciplinary action; (2) modify the intended discipline; (3) recommend SacSewer issue an amended *Skelly* notice containing new evidence and/or change; or (4) impose the intended disciplinary action. In any case, the Personnel Officer or designee proceeds with disciplinary action, they will provide the employee with a notice that contains the following:

- 1) The level of discipline, if any, to be imposed and the effective date of the discipline;
- 2) The specific charges upon which the discipline is based;

- 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
  - 4) A copy of all materials upon which the discipline is based; and
  - 5) A reference to the employee's appeal right and deadline to appeal.
- (d) Delivery of the Final Notice of Discipline: The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying SacSewer or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

#### **10.4. Post-Discipline Appeal Procedures**

The following post-disciplinary appeal procedures only apply to SacSewer's for-cause employees. "Employee" in this Section refers to both actively employed employees and persons appealing an employment termination. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, reduction of paid leave, or dismissal.

- (a) Request for Appeal Hearing: An employee may submit a written request for appeal to the Agency Administrator or designee within fourteen (14) days from: (1) receipt of the final notice of discipline; or (2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- (b) Administrative Law Judge (ALJ): The Personnel Officer or designee will contact the California Office of Administrative Hearings to assign an ALJ as the hearing officer for any employee requesting an appeal hearing.
- (c) Date and Time of the Appeal Hearing: Once the ALJ has been designated, the Personnel Officer or designee will set a date for an appeal hearing and will be responsible for notifying the employee about the time and place of the hearing and notifying the ALJ of the nature of the proceeding. The employee will be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.
- (d) Prehearing Notice of Witnesses and Evidence: No later than ten (10) days before the hearing date, each party will provide the other and the ALJ a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. SacSewer will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

- (e) Subpoenas: Upon the request of either party, or upon their own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their/its own subpoenas. SacSewer employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. SacSewer employees who are subpoenaed to testify during non-working hours will be compensated for the actual time spent testifying.
- (f) Continuances: The ALJ may continue a scheduled hearing only upon good cause shown. The ALJ may continue a scheduled hearing only upon good cause shown or when the parties mutually agreed to continue the hearing.
- (g) Record of the Appeal Hearing: The hearing will be recorded, either electronically or by a court reporter, at the option of SacSewer. If SacSewer orders a transcript or makes a transcript of the recording, SacSewer will notify the employee within three (3) days of ordering or making the transcript and will provide a copy of the transcript after the employee pays for the duplication cost.
- (h) Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person they may select.
- (i) Employee Witnesses: SacSewer employees called as witnesses to the hearing serve without loss of pay.
- (j) Conduct of the Hearing:
  - 1) Sworn Testimony: All witnesses will be sworn in prior to testifying. The hearing officer or court reporter will request each witness to raise their hand and respond to the following: "Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"
  - 2) Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings will be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges will be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The ALJ will determine the relevance, weight and credibility of testimony and evidence.
  - 3) Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, will be excluded from the hearing.
  - 4) Burden of Proof: SacSewer has the burden of proof by the preponderance of the evidence.
  - 5) Professionalism: All parties and their attorneys or representatives will not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or the ALJ.

- 6) Costs: The fees of the ALJ will be shared equally by the Association and SacSewer.
- 7) Closed Hearing: Unless otherwise stipulated, a hearing is closed to the public and conducted in an informal manner under the direction and authority of the ALJ.
- (k) Presentation of the Case: The parties will address their remarks, evidence, and objections to the ALJ. The ALJ may terminate argument at any time and issue a ruling regarding an objection or any other matter. The ALJ may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the ALJ directs otherwise:
  - 1) SacSewer is permitted to make an opening statement;
  - 2) The employee is permitted to make an opening statement;
  - 3) SacSewer will produce its evidence;
  - 4) The employee will produce its evidence;
  - 5) SacSewer, followed by the employee, may present rebuttal evidence; and
  - 6) Verbal closing arguments of no more than thirty (30) minutes may be permitted at the discretion of the ALJ. SacSewer argues first, the employee argues second, and if SacSewer reserved a portion of its time for rebuttal, SacSewer may present a rebuttal. A party may waive making a verbal closing argument if it is allowed to submit a written brief.
- (l) Written Briefs: Either party may request to submit a written brief and/or a draft decision. The ALJ will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- (m) ALJ's Decision: Within sixty (60) days of the conclusion of the hearing, the ALJ will make written findings, rulings of law (if any), and a binding decision as to the discipline. The decision of the ALJ is final. There is no process for reconsideration.
- (n) Proof of Service of the Written Findings and Decision: SacSewer will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It will be the responsibility of the employee to inform SacSewer of their address. A copy of the decision will also be provided to the Personnel Officer or designee.

### **Article 11 - No Strike**

PEA agrees that during the term of this Agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work



stoppages, boycotts, slowdowns, mass absenteeism, picketing, sympathy strikes, sickouts or any other similar actions which would involve suspension of or interference with the normal work of the District. If any concerted action as described above occurs, PEA will notify its members that their activity violates this Agreement and will notify them that the concerted action must cease, and the members must return to work. Failure to do so may result in SacSewer sanctioning PEA.

Article 12 - Severability

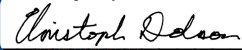
If any article or section of this Agreement is found invalid, unlawful, or unenforceable because of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections remain in full force and effect. In the event of invalidation of any provision, SacSewer and PEA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

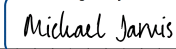
Article 13 - Effective

. This Agreement is effective from July 27, 2025, through June 25, 2028.

Date: July 25, 2025

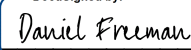
SacSewer

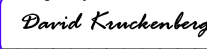
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ABF187D2508B41C  
Christopher Dobson, District Engineer

DocuSigned by:  
  
4790A8511684290  
Michael W. Jarvis  
Liebert Cassidy Whitmore

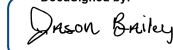
Date: July 25, 2025

PEA

DocuSigned by:  
  
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Daniel Freeman, President

Signed by:  
  
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David Kruckenberg  
Messing, Adams, Jasmine

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Nanette Bailey, Vice President

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Jason Bailey, Treasurer

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Christopher Hatton, Secretary

## **Appendix “A” Covered Classifications**

Associate Civil Engineer  
Associate Electrical Engineer  
Associate Mechanical Engineer  
Scientist I/II

### **Appendix “B” Medical-in-Lieu**

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

Eddie Eichberger  
Jack Ortega

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

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

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

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

## **Appendix “C” Sick Leave Cash-out Upon Retirement**

Agustin J Lopez  
 Anna Johnson  
 Anna Nikolaou  
 Becky Shaffer  
 Bruce E O'Roak  
 Bryan Young  
 Carolyn Balazs  
 Catherine Wild  
 Christoph Dobson  
 Craig L Hill  
 Dan Boulger  
 Dan Wilson  
 Dave R Leamer  
 David A. Alaskin  
 Deborah Celestre  
 Dillon Miele  
 Donald Keene  
 Gene Laoyan  
 Gerardo Aguirre  
 Glen Iwamura  
 Guillermo Robles  
 Gus A Favalora  
 Heidi Oriol  
 Helen Hu  
 Hope Taylor  
 Jason Haddix  
 Jason Lofton  
 Jeff Vail  
 Jennifer Tigue  
 Jeremy Boyce  
 Jofil Borja  
 John J Hough  
 John Nurmi  
 Jose Ramirez  
 Joshua Nurmi  
 Kent Behrends  
 Kyle Frazier  
 Linda M Peters  
 Linda Stevens  
 Lisa Thompson  
 Lucia Escobar  
 Luisa M Gomez  
 Mai-Tram Le  
 Mark Wachdorf  
 Marty Feldmann

MaryElise Conzelmann  
 Matt Doyle  
 Matthew McKimmy  
 Michael Dunbar  
 Michael T Redfern  
 Mike Crooks  
 Mike Huot  
 My Huynh  
 Nicole Coleman  
 Paige Bedegrew  
 Patrick K Schroeder  
 Paul Concannon  
 Paul Sutphin  
 Robert Seyfried  
 Rosemary Clark  
 Ryan Shewry  
 Sanjay Sivaprasad  
 Shabab Shams  
 Sharon Nichols-Sargeant  
 Sonny Lunde  
 Srividhya Ramamoorthy  
 Steve Nebozuk  
 Todd Coleman  
 Tepa Banda  
 Thea Durbin  
 Tina Cady  
 Tracey Ruff  
 Vu Pham  
 Yvomini Upadhyay  
 Will Buhler  
 William Yu  
 Yadira I Lewis