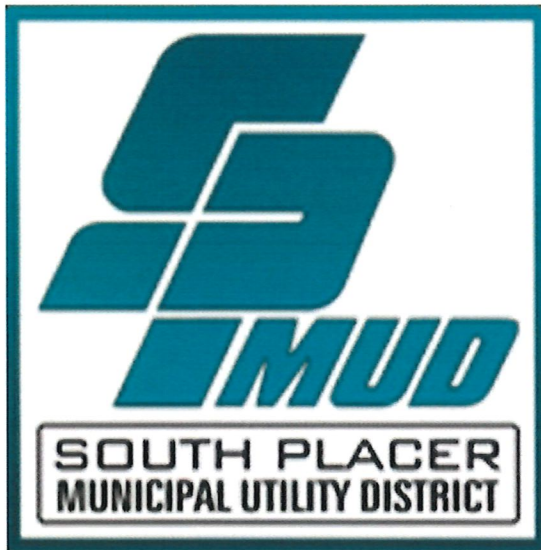


Memorandum Of Understanding
Between
South Placer Municipal Utility District
And
Stationary Engineers Local 39



March 19, 2026, through June 21, 2029

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Preamble

This Memorandum of Understanding between South Placer Municipal Utilities District (SPMUD) and Stationary Engineers Local 39 (Local 39) has at its purpose the promotion of harmonious labor relations between SPMUD and Local 39, and the establishment of wages, hours, and other terms and conditions of employment pursuant to Government Code Section 3504.

Article 1 - Union Rights

1.1. Recognition

SPMUD recognizes Local 39 as the sole and exclusive representative for classifications listed in Appendix "A" Recognition.

1.2. Dues

Local 39 has the sole and exclusive right to have membership dues deducted from the pay of employees covered by this Agreement. Local 39 is responsible for notifying SPMUD the amount of membership dues.

SPMUD will start or stop deductions for dues, receipt of written notice from the Union that authorization has been provided to the Local 39 by an employee. Deductions will commence or cease the first pay period following notification. If there is a dispute regarding deduction of dues, Local 39 will provide SPMUD with a copy of the authorization(s) signed by the employee. Employee requests to cancel dues deductions will be directed to Local 39.

Local 39 indemnifies SPMUD for any claims made by the employee(s) for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

1.3. Security Cameras

SPMUD will provide the location of all security cameras to local 39. Footage obtained from a security camera may not be used as the sole basis for discipline.

1.4. Union Contact and Communication

Local 39 is permitted to conduct employee meetings in SPMUD facilities, before and after shifts and during meal periods. Local 39 will request permission from the General manager in writing at least seven (7) days in advance. Use of SPMUD facilities will not be unreasonably denied. Failure to provide seven (7) days' notice does not constitute grounds for denial. SPMUD will make reasonable efforts to accommodate requests.

1.5. List of Employees

SPMUD will provide Local 39 with a digital file quarterly via email to the email address designated by Local 39, containing the following information, if available: the employee's

name, classification, work location, home address, and work, home, and cellular telephone numbers.

SPMUD will notify Local 39 anytime an employee in the bargaining unit moves out of the bargaining unit.

1.6. New Employee Orientations

SPMUD will notify Local 39 of all newly hired employees and/or employees who move into a position covered by this Agreement. To the extent known, SPMUD will provide Local 39 with the following information: employee name, job classification, department, work location, work and cellular phone numbers, personal home and cellular phone numbers, work and personal email addresses, and personal mailing address.

Local 39 will be provided ten (10) days' notice of any new employee orientation. Local 39 will be provided thirty (30) minutes to meet with new employees assigned to this bargaining unit. One (1) shop steward will be provided thirty (30) minutes of paid release time plus travel time to attend the NEO. The parties agree that this complies fully with Cal. Gov. Code § 3556.

1.7. Notice of Meet and Confer

SPMUD will notify Local 39 via email regarding new or modified job classifications or policies that fall within the scope of representation under the MMBA. Local 39 has fourteen (14) days to request a meet-and-confer. Failure by Local 39 to make a demand to meet and confer within fourteen (14) days constitutes a waiver of any right to meet and confer over the matter. Up to three (3) members of Local 39 will be on paid release time while attending meetings with SPMUD during the meet-and-confer process.

Article 2 - Hours of Work

2.1. Work Schedules

Employees may be assigned to either the 9/80 or 4/10 work schedules.

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

2.2. 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 SPMUD. 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. Schedule Changes

Employees will be given at least twenty-eight (28) days' notice before a permanent change in their assigned hours of work. If an employee's shift or days off are changed without twenty-eight (28) days' notice, they will receive a half-time premium for all hours worked on the first day of the new schedule.

2.4. Rest Periods

A 15-minute compensated rest period is provided for employees for each four-hour period of service. Employees may combine rest periods with their meal period if approved by their supervisor.

2.5. Meal Periods

A 30-minute non-compensated meal period is provided for employees who work more than five (5) hours in a workday. Employees are responsible for taking their meal period generally in the middle of the employees' workday.

2.6. Modified Work Schedule

Employees may request a temporary or modified work schedule and may be approved based upon operational need. Modified work schedules include, but are not limited to, adjusted start and stop times, alternative workdays within the same workweek, or temporary schedule adjustments. Denial of a request for a modified work schedule is not subject to the grievance procedure.

Article 3 - Wages

3.1. Salary Schedule

The salary schedule attached as Appendix "B" Salary Schedule consists of five (5) steps, with five percent (5.0%) between steps one (1) through five (5).

3.2. Step Advancements

Employees will automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation before their anniversary date, where the overall rating is equivalent to "does not meet expectations" or "needs improvement." Anniversary date is defined as the employee's date of hire or last date of promotion, whichever is later.

3.3. Wages Upon Promotion

Employees who are promoted to a position with a higher wage range than the position they formerly occupied will receive the minimum step in the new range, that is at least a five percent (5%) increase, not to exceed the top step in the new wage range. Merit step increases due on or before the employee's promotion will be applied before the promotional salary.

3.4. Wage Increases

Effective March 19, 2026, all classifications will be increased by four-point three percent (4.30%).

Effective June 25, 2026, all classifications will be increased from 2.00% up to 5.00% across the board, based on the March-to-March movement for the previous twelve (12) months of the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for wages and salaries for State and Local Government.

Effective June 24, 2027, all classifications will be increased from 2.00% up to 5.00% across the board, based on the March-to-March movement for the previous twelve (12) months of the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for wages and salaries for State and Local Government.

Effective June 22, 2028, all classifications will be increased from 2.00% up to 5.00% across the board, based on the March-to-March movement for the previous twelve (12) months of the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for wages and salaries for State and Local Government.

3.5. Salary Survey

Salary Surveys include only the following comparable agencies: Carmichael Water District, Citrus Heights Water District, El Dorado Irrigation District, Nevada Irrigation District, Placer County Water Agency, Sacramento Area Sewer District, and San Juan Water District and will use only the following compensation data: Top Step Base Salary; Maximum Longevity Pay; Certification Pay, Health Benefits (employer's maximum contribution towards family medical); Deferred Compensation, employer Social Security contribution, and employee pension costs using the PEPRA retirement tier. The median of the market will be identified in the survey. Benefits that sunset and are no longer available for new employees will not be included.

SPMUD will conduct an initial salary survey for benchmark classifications, with an effective date of July 1, 2026. The parties will meet and confer prior to implementation of the Salary Survey. Benchmark Classifications are listed in Appendix "C" Benchmark Classifications.

3.6. Overtime

Overtime is all hours an employee actually 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 in cash or in Compensatory Time Off (CTO) at the employee's discretion. Employees may accrue a maximum of forty (40) hours of CTO annually. Employees may have no more than forty (40) hours of CTO at any time. Employees who are directed to work overtime must do so. All overtime must be authorized in advance by the employee's supervisor, except in emergency situations where immediate response is required to protect public health, safety, or property. In such cases, the employee must notify the supervisor as soon as practicable.

3.7. Double Time

Double Time is all hours an employee works in excess of twelve (12) hours in a workday or hours in excess of eight (8) hours on the seventh (7th) consecutive day. Double time is paid at two (2) times the employee's regular rate of pay.

Article 4 - Premiums

4.1. Longevity Pay

Employees receive longevity pay upon completion of ten (10) years of service in the amount of two and a half percent (2.5%) of their base hourly rate of pay. Upon completion of fifteen (15) years of service, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay, for a total of five percent (5.0%).

4.2. Bilingual Pay

Employees who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of two percent (2.00%) of their base hourly rate of pay. The method of certifying proficiency, and the languages compensated is determined by SPMUD.

4.3. Standby Pay

Employees assigned to Standby will receive eighty dollars (\$80.00) per day. Employees on standby will be on standby for a seven (7) day period commencing at 7:00 a.m. each Thursday.

Employees on standby are subject to call and must keep themselves available and provide SPMUD with their telephone number.

Standby assignments will generally be posted annually before November of the following year. Employees may trade or give away their standby days on an approved Form signed by both employees. Employees assigned to a standby rotation must work at least -twenty-one (21) days of standby annually.

4.4. Call Back Pay

Employees who are called back to work will receive a minimum of three (3) hours at their overtime rate or the actual time worked, whichever is greater. Call Back Pay will begin when the employee leaves their location to return to work and ends when the employee leaves the Corporation Yard.

4.5. Remote Response Pay

Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes per incident at the overtime rate or actual time worked whichever is greater.

4.6. Supervisor Pay

Employees assigned in writing to supervise a shift in the absence of a supervisor in increments of a pay period will receive Supervisor Pay in the amount of five percent (5.0%) of their base rate of pay for those hours.

Article 5 - Leaves

5.1. Vacation Leave

Full-time employees accrue vacation per pay period based on total months of service as follows:

Months of Service	Hours Accrued
Date of hire – 36	3.692
37 – 108	4.615
109 – 168	6.154
169+	7.692

Employees may accrue a maximum of three hundred and forty (340) hours of vacation. Once an employee reaches the maximum, they will no longer accrue vacation until they fall below the cap.

5.2. Vacation Pay Upon Separation

Upon separation of employment, employees will receive payment for all unused vacation leave at their then straight time rate of pay. In lieu of cash, a special deferral of vacation leave may be made into the employee's deferred compensation account.

5.3. Vacation Cash Out

During the month of November, employees may make an irrevocable election to cash out up to sixty (60) hours of vacation leave for the succeeding calendar year. To be eligible for this option, employees must have accrued and maintain a minimum balance of forty (40) hours of vacation leave at the time of the election.

Employees that cash out a portion of their vacation accrual will be paid on the first check in December of the following calendar year. Payments are subject to all applicable payroll taxes and withholding.

5.4. Vacation Scheduling

Employees may submit vacation requests up to twelve (12) months in advance of the requested time off. Employees will receive a written response within fourteen (14) days of submitting a vacation request, indicating approval or denial. Vacation requests are on a first come first serve basis. A denial of a vacation request is not subject to the grievance procedure. When multiple requests are received within the fourteen (14) day period, seniority will serve as the tiebreaker.

Once approved, vacation cannot be rescinded except in an emergency or by mutual agreement between the employee and SPMUD.

5.5. Sick Leave

Employees who are in a paid status accrue three point six nine two (3.692) hours of sick leave per pay period without limit. Sick leave is not subject to cash-out during and/or at the end of employment. Sick leave may be taken in increments of fifteen (15) minutes.

5.6. Illness During Vacation

Employees who become ill or injured while on vacation may have this vacation leave changed to sick leave, provided that the employee submits a written request for the change immediately upon return to work accompanied by a statement from the employee's medical practitioner.

5.7. Holidays

a) Employees receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. December 24
12. December 25

b) Holidays for Employees working a 5/8 or 9/80 Work Schedule

When a holiday falls on a Saturday, the preceding Friday is observed as the holiday. When a holiday falls on a Sunday, the following Monday is observed as the holiday. Employees who have exhausted their paid leave and are not covered by FMLA/CFRA or an approved reasonable accommodation are not entitled to receive holiday pay.

c) Holidays for Employees working a 4/10 Work Schedule

When a holiday falls on a Saturday, the preceding Thursday is observed as the holiday. When a holiday falls on a Friday, the preceding Thursday is observed as the holiday. When Christmas Eve Day, Christmas Day falls on a Friday, or the Friday following Thanksgiving Day, the preceding Wednesday is observed as the holiday. When a holiday falls on a Sunday, the following Monday is observed as the holiday. Employees who have exhausted their paid leave and are not covered by FMLA/CFRA or an approved reasonable accommodation are not entitled to receive holiday pay.

d) Holiday Earned Time

If a holiday falls on an employee's regularly scheduled 9/80 day off and SPMUD is closed, the employee will receive Holiday Earned Time equal to the number of hours the employee would normally have worked on that day. Holiday Earned Time must be utilized within the same fiscal year it is accrued. Any Holiday Earned hours remaining at the end of the fiscal year will be paid out to the employee at their straight-time rate of pay. Upon separation, all unused Holiday Earned Time will be paid out at the employee's straight-time rate of pay.

e) Floating Holiday

Employees accrue nine (9) hours of floating holiday on the first working day of the year. Any floating holiday hours remaining at the end of the fiscal year will be paid out to the employee at their straight-time rate of pay. Upon separation, all unused floating holiday hours will be paid out at the employee's straight-time rate of pay. Upon hire employees will receive pro-rata floating holiday hours.

f) Compensation for Work on Holidays

If an employee is required to work on an observed holiday, they will be paid two (2) times their regular rate of pay.

5.8. Bereavement Leave

Employees who have been employed by SPMUD 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 three (3) days of paid leave that must be used concurrently with any bereavement leave taken.

A “family member” means any parent, spouse, registered domestic partner, child, child of an employee’s registered domestic partner, grandchild, grandparent, grandparent in-law, brother, brother-in-law, brother and sister of an employee’s registered domestic partner, sister, sister-in-law, 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 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.” SPMUD may request an employee seeking bereavement leave to provide documentation to support the leave.

5.9. Jury Duty

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

Article 6 - Insurances

6.1. Medical Insurance

SPMUD 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 SPMUD’s sponsored dental plan. SPMUD 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 100% of the employee only Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

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

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

6.2. Medical-in-Lieu

Employees who opt out of medical insurance will receive medical-in-lieu in the amount of five hundred and forty (\$540.00) per month.

6.3. Vision Insurance

SPMUD provides employees and their covered dependents with vision insurance.

6.4. Life Insurance

SPMUD provides employees with \$75,000 of life insurance.

6.5. Supplemental Life Insurance

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

6.6. Employee Assistance Program

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

6.7. 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.

6.8. 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

7.1. CalPERS Retirement

Employees hired before April 20, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. These employees pay the required eight percent (8.0%) member contribution, on a pre-tax basis.

Employees hired after April 19, 2012, who are not classified as a new member receive the 2% at 55 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay the required seven percent (7%) member contribution, on a pre-tax basis.

Employees hired after December 21, 2012, who are classified as a new member receive the 2% at 62 miscellaneous CalPERS formula (26550) with the three (3) year final

average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

Employees are responsible for notifying CalPERS of their highest compensation period.

Miscellaneous retirement formulas have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Pre-Retirement Death Benefits – Optional Settlement 2
- Post-Retirement Death Benefit - \$2,000
- 2% Retirement COLA
- Public Service Credit for Periods of Layoff

7.2. Deferred Compensation

Employees may participate in a SPMUD approved 457 Deferred Compensation Program. SPMUD will match employee contributions of up to one hundred and fifty dollars (\$150.00) per pay period.

Article 8 - Retiree Medical

8.1. Retiree Medical Survivor Benefits

Surviving retiree family members may be eligible for health coverage, subject to CalPERS regulation.

8.2. Tier 2 – Employees Hired before January 27, 2020, and retire after January 1, 2026

SPMUD reimburses these retirees who retired from SPMUD up to the Kaiser Rate Plan of the Region 1 health plan at either the employee only, employee plus one (1), or employee plus two (2) premium minus the SPMUDs CalPERS PEMCHA minimum contribution. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. Employees in Tier 2 who are eligible for Medicare, must enroll in a CalPERS's Medicare plan to receive the reimbursements listed above. These employees pay one percent (1.0%) of their base rate of pay into SPMUDs OPEB fund.

8.3. Tier 3 – Employees Hired After January 26, 2020

MissionSquare – SPUMD provides employees a MissionSquare Retiree Health Savings Account (RHSA), a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45. SPMUD contributes two hundred dollars (\$200.00) per pay

period into each eligible employee's MissionSquare account. Employees may withdraw from the plan upon separation from SPMUD employment per the requirements of the plan. SPMUD pays the administrative fees as charged by the plan.

Employees who remain employed on March 19, 2026, will receive a one-time contribution of two hundred and fifty dollars (\$250.00) for each pay period of full-time service, to be deposited into their MissionSquare Account.

8.4. MissionSquare

Local 39 may set or adjust employee contributions annually by November 15 to be effective the first full pay period in January of the following year. Employee contributions are listed in Appendix "D" MissionSquare.

Article 9 - Allowances and Reimbursements

9.1. Uniforms

SPMUD provides employees with uniforms, jackets, and caps that are required to be worn while working in the field.

9.2. Boot Allowance

Upon hire and annually thereafter on the first check in July, employees in the following classifications Engineering Technician I/II, GIS/IT Analyst, GIS/IT Technician, Inspector I/II, Lead Inspector, Lead Worker, Maintenance Worker I/II, Maintenance Worker/Electro-Mechanical Technologist, Maintenance Worker/Inspector, Regulatory Compliance Technician, and Regulatory Compliance Specialist receive a boot allowance of \$400.00.

9.3. Foul Weather Gear

SPMUD provides employees who work in the elements with foul weather gear consisting of a raincoat, rain pants, and rain boots. SPMUD replaces foul weather gear as needed.

9.4. Eye Wear Reimbursement

Employees will be reimbursed for Personal Protective Equipment (PPE) prescription eyewear or eyewear that contains blue light protection up to three hundred dollars (\$300.00) annually.

9.5. Personal Protection Equipment

SPMUD provides employees with the necessary Personal Protection Equipment as determined by SPMUD.

9.6. Tuition Reimbursement

Employees who are attending an accredited college and working towards the completion of an approved degree, certificate program, or an approved individual class or training

may receive tuition reimbursement up to three thousand five hundred dollars (\$3,500) per year.

Tuition reimbursement may be used to cover the cost of tuition, fees, parking, and books. An employee must receive a letter grade of "C" or better or pass if taken as pass/fail to receive reimbursement. Tuition reimbursement is based on when the class or program was completed. Reimbursement must be submitted within thirty (30) days of completion of the class or program. Reimbursement will be made to the employee within thirty (30) days of submission.

Employees who wish to participate in SPMUD's tuition reimbursement program must submit a proposed education plan to the Administrative Services Manager for approval prior to enrollment. Once approved no further pre-approval is necessary.

The list of approved degrees, certificate programs, and individual classes or trainings will be maintained on SPMUD's intranet. Employees or Local 39 may submit degrees, certificate programs, individual classes, or training for consideration to the General Manager to be added to the list of approved degrees or programs. The request to add any degree or program must include the full college course outline, curriculum of the degree or program, all required classes, and an explanation of the benefit to SPMUD. The employee or Local 39 will receive a response approving or denying the request within thirty (30) days of submission of all required materials.

Article 10 - Miscellaneous

10.1. Direct Deposit

Employees are required as a condition of employment to enroll in direct deposit for the payment of wages.

10.2. Voluntary Resignation

Employees absent without official leave for three (3) or more consecutive work shifts or absent an aggregate of thirty (30) hours in any calendar month without a satisfactory explanation will be deemed to have voluntarily resigned from SPMUD.

Article 11 - Probationary Periods and Evaluations

11.1. Personnel Files

SPMUD maintains an official personnel file for each employee.

An employee or their representative, upon presentation of written authorization from the employee, may have access to the employee's personnel file upon request. SPMUD will provide the employee with copies of all documents before placing them into the employee's personnel file. Employees are required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with documents placed in their personnel file may submit a written response within fifteen (15) days, and the response will be placed in the employee's personnel file.

Supervisor notes relative to the employee's evaluation will be destroyed following the employee's annual evaluation period. Supervisor notes relative to potential disciplinary matters will be destroyed within eighteen (18) months.

11.2. Initial Probationary Appointment

A probationary employee may be released at any time during the initial probationary period with or without cause or reason, without notice, appeal, or grievance. The probationary employee will be notified before the expiration of the probationary period that they have been released from probation.

The probationary period is twelve (12) months of actual and continuous service commencing with the date of hire. It is automatically extended by the length of any absence of one (1) workweek or more, excluding time off for approved vacation or floating holidays. Probationary periods may be extended for up to three (3) months upon mutual agreement between the parties.

11.3. Probationary Period for Promotional Appointments

A promotional probationary employee may be released at any time during the promotional probationary period with or without cause or reason, without notice, appeal, or grievance. If the employee fails to complete the probationary period in the promotional position, the employee may return to the position held before promotion at the range and step held before promotion.

On accepting a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service commencing with the date the employee starts in the promotional position. It is automatically extended by the length of any absence of one (1) workweek or more, excluding time off for approved vacation or floating holidays. Probationary periods may be extended for up to three (3) months upon mutual agreement between the parties.

11.4. Probationary Employee Performance Evaluations

On or about the completion of six (6) months of an initial probationary period or three (3) months for a promotional probationary period and again at any point before separation or the successful completion of the probationary period, the probationary employee's supervisor will prepare and sign a performance evaluation. The purpose of the probationary performance evaluation is to chart the probationer's progress toward meeting the standards of their position.

11.5. Annual Performance Evaluations

SPMUD may conduct annual performance evaluations as deemed necessary, an employee who does not receive an annual performance evaluation will be considered to have satisfactory performance.

11.6. Performance Evaluation Meeting

The supervisor will meet with the employee to discuss the evaluation. The employee must sign the evaluation to acknowledge its contents and that they have met with their supervisor to discuss it. The employee's signature does not mean that they endorse the evaluation's contents.

11.7. Appeal Right

The employee may provide a written statement that will be attached to the evaluation and placed in the employee's personnel file. The written statement must be submitted within fifteen (15) days after the employee receives the evaluation. Employees may appeal a denial of a merit step increase within fifteen (15) days after the employee receives the evaluation to the General Manager, whose decision is final.

Article 12 - Layoffs

12.1. Layoffs and Bumping Rights

- a) Policy: At any time, if SPMUD determines that one (1) or more positions are to be eliminated for lack of funds, lack of work, reorganization, restructuring of work, or contracting out, an employee filling the position may be laid off.
- b) Notice: SPMUD will provide Local 39 notice of the proposed layoffs. Employees affected by a layoff will be given at least three (3) weeks prior notice.
- c) Seniority Defined: For purposes of layoff, seniority is defined as an employee's current continuous full and part-time service in a classification plus higher classifications.
- d) Ties in Seniority: If there is a tie in seniority, the first tiebreaker will be determined by the total length of current continuous SPMUD service; if a tie remains, the tie will be broken by lot.
- e) Order of Layoff: Employees will be laid off in the inverse order of their seniority.
- f) Layoff or Displacement Options: An employee notified of layoff has the following options:
 1. Bumping Rights. If a full-time employee has held permanent status in a lower classification, the employee may voluntarily demote to that lower classification

if the employee meets the current minimum job qualifications and has more seniority than at least one (1) of the incumbents in the lower classification.

An employee exercising bumping rights must provide written notice to the General Manager within seven (7) days of receipt of notice of layoff. An employee bumping to a lower classification will be placed on the salary step representing the least loss of pay. An employee who does not timely exercise bumping rights will forfeit the ability to bump and will be laid off.

2. Accept a transfer, if applicable. If an employee is unable to bump another employee, the employee may be eligible for a transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position, as determined by the General Manager or designee.

An employee accepting a transfer must provide written notice of such to the General Manager within seven (7) days of receipt of notice of layoff. An employee who does not timely provide notice of acceptance of a transfer opportunity will be laid off. An employee transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the General Manager. The employee will serve a new 90-day probationary period.

g) Reinstatement List:

The names of all employees who are laid off or who are demoted in lieu of layoff (either through a transfer or through bumping) will be placed on a reinstatement list. Reinstatement lists remain in effective for two (2) years unless exhausted sooner.

If a position is reestablished, then employees on the reinstatement list will be offered the position in reverse order of the layoff. Failure to respond to and accept a reinstatement offer within ten (10) days of the date of the offer will result in the removal of the employee from the reinstatement list. It is the employee's responsibility to notify SPMUD of any change to the employee's contact information.

An employee reemployed from a reinstatement list is entitled to accrue vacation at the same rate that it was accrued before the layoff. Their status in relation to probationary period, merit salary increases, and seniority will be the same as the time of layoff. Any unused and unpaid sick leave accrual will be reinstated.

Article 13 - Grievance Procedure

13.1. Definition of a Grievance

A grievance is an alleged violation of a specific provision(s) of this Agreement that adversely affects one or more the employees, or Local 39 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, or release from probation.

13.2. Definition of a Grievant

A "Grievant" is defined as an employee, group of employees, or Local 39 who has a good faith belief that SPMUD has committed a grievance.

13.3. Statement of the Grievance

A concern is not a grievance unless the affected grievant is able to state each of the following: 1) the date(s) of the alleged violation; 2) the specific provision(s) of this Agreement that was allegedly violated; and 3) a description of all known facts regarding the alleged violation. The grievant must use the SPMUD form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the grievant filing the grievance to certify that it is filed in good faith. Local 39 is authorized to sign the Statement of Grievance on behalf of an employee or group of employees.

13.4. Timelines

Failure of SPMUD 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.

13.5. Procedures

- (a) Step I Informal Resolution with Supervisor: The grievant must first work in good faith to resolve the grievance informally through discussion with their immediate supervisor no later than twenty-eight (28) days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- (b) Step II General Manager or designee: If the grievant believes that the grievance has not been resolved through Step I, the grievant may submit a written Statement of the Grievance to the General Manager or designee. The grievant must submit the Statement of the Grievance within fourteen (14) days following receipt of the Step I response. The General Manager 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 Arbitration: If Local 39 believes that the grievance has not been resolved through Step II, Local 39 may appeal the grievance decision of the General Manager to arbitration. The request for arbitration must be filed in writing with the General Manager within fourteen (14) days of the date of the General Manager's or designee's written decision.

- 1) Local 39 and SPMUD 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 moving party strikes first.
- 2) The arbitrator will only interpret the Agreement and in no instance add to, delete from, or amend any part thereof. The hearing will be conducted as an evidentiary hearing, including the right to present witnesses, present evidence, cross-examine opposing witnesses, and the right to counsel. The arbitrator's decision is final and binding on SPMUD, Local 39, and the employee.
- 3) The fees of the arbitrator and any court reporter, if any, will be shared equally by Local 39 and SPMUD.
- 4) Employees will not suffer any loss of compensation for time spent in attendance at the arbitration hearing. Local 39 will reasonably limit the number of witnesses it requests to attend the hearing. SPMUD and Local 39 will each make their best efforts to schedule their witnesses efficiently to minimize unnecessary waiting time for testimony.

Article 14 - Discipline

14.1. Employee Representation

Employees may have a representative present at all stages of the disciplinary process, provided that the representative is not a party to the action.

14.2. Progressive Discipline

SPMUD applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors, including, but not limited to, the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- Written Counseling
- Written Reprimands
- Reductions in Pay
- Unpaid Suspensions
- Demotions
- Termination of Employment

Written Counseling and Written Reprimands are not subject to the Pre-Disciplinary Notice or Post-Disciplinary Appeal Procedures referenced below, are not subject to appeal, and are final once issued by the Disciplinary Authority. An employee that is issued a Written Counseling or Written Reprimand is permitted to provide a written response to the disciplinary action within thirty (30) days of it being issued. Any written response will be attached to the disciplinary action and placed in the employee's personnel file.

14.3. Grounds for Discipline

Employees may be disciplined for, including but not limited to, the following causes of discipline:

- a) Violation of any department rule or SPMUD policy.
- b) Absence without authorized leave or tardiness.
- c) Excessive absenteeism and/or tardiness as defined by SPMUD's Policies.
- d) Use of leave from work in a manner not authorized or provided for under SPMUD policies.
- e) 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 SPMUD property, equipment, resource, or vehicle, or the waste of District 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 SPMUD's or a department's confidentiality policies, or disclosure of confidential SPMUD information to any unauthorized person or entity.
- n) Misuse or unauthorized use of any SPMUD property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, SPMUD communication systems, SPMUD vehicles and/or intellectual property.
- o) Mishandling of public funds.

- p) Falsifying or tampering with any SPMUD record, including work time and/or financial records.
- q) Discourteous or offensive treatment of the public or other employees.
- r) Abusive conduct, including malicious verbal, visual or physical actions, and/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 or activity, or other enterprise that constitutes a conflict of interest with service to SPMUD.
- u) Any conduct that impairs, disrupts or causes discredit to SPMUD, 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.
- y) Horseplay and/or fighting.

14.4. Pre-Disciplinary Notice

This procedure applies to disciplinary actions involving Reductions in Pay, Unpaid Suspensions, Demotions, and Termination of Employment.

The employee will be given written notice of the proposed disciplinary action by the Disciplinary Authority that includes the following information:

- a) The proposed disciplinary action;
- b) The specific Grounds for Discipline that support the proposed disciplinary action;
- c) A summary of the facts supporting the specific Grounds for Discipline at issue in the proposed disciplinary action;
- d) A copy of all materials upon which the proposed disciplinary action is based upon;
- e) Notice of the employee's right to respond to the Disciplinary Authority regarding the proposed disciplinary action within ten (10) days from the date of the written notice, either by requesting a Skelly conference, or by providing a written response, or both;

- f) Notice of the employee's right to have their representative at the Skelly conference; and
- g) Notice that failure to respond within the ten (10) days time period specified constitutes a waiver of the right to respond before final discipline being imposed.

Upon a timely request for a Skelly conference, the Disciplinary Authority will schedule the Skelly conference. During the Skelly conference, the employee and/or their representative has the opportunity to rebut the charges against the employee and present any mitigating circumstances. The Disciplinary Authority will consider the employee's presentation before issuing the disciplinary action.

14.5. Final Disciplinary Notice

After the Skelly conference and/or timely receipt of the employee's written response, the Disciplinary Authority will: (1) take no disciplinary action; (2) modify the proposed discipline to a lower disciplinary action; or (3) impose the disciplinary action unmodified as initially proposed.

In any case, the Disciplinary Authority will provide the employee with a Final Disciplinary Action notice that contains the following:

- a) The discipline, if any, to be imposed and the effective date of the discipline;
- b) The specific charges upon which the discipline is based;
- c) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- d) A copy of all materials upon which the discipline is based; and
- e) A reference to the employee's appeal right and deadline to appeal.

14.6. Appeal of Reduction of Pay or Unpaid Suspensions of Less Than Forty (40) Hours

A Reduction in Pay or Unpaid Suspensions of less than forty (40) hours is not subject to a post-disciplinary appeal and is final upon issuance of the Final Disciplinary Notice.

14.7. Appeals of Termination of Employment, Demotion, or Reduction of Pay or Unpaid Suspensions of Forty (40) Hours or Greater

An employee or their representative (on behalf of the employee) may appeal a Reduction in Pay or an Unpaid Suspension of forty (40) hours or more, Demotion, or Termination of Employment by requesting a post-disciplinary appeal hearing before an Administrative Law Judge, whose recommended decision is advisory to SPMUD, by notifying the General Manager within ten (10) days of the issuance of the Final Disciplinary Notice.

14.8. Post-Disciplinary Appeal Hearing Process

Upon receipt of a timely request for a Post-Disciplinary Appeal Hearing, the hearing will be handled as follows:

- a) Within ten (10) days of a timely filed appeal, SPMUD will make a request to the California Office of Administrative Hearings (OAH) to have an Administrative Law Judge assigned to the matter.
- b) If for any reason the assigned Administrative Law Judge is not able to schedule a hearing date within thirty (30) days of their assignment, either party may make a request to the OAH to have a new Administrative Law Judge assigned to the matter. It is understood that the thirty (30) days referenced in this subsection refers to the act of calendaring the hearing and does not mean the date of the hearing will occur within the thirty (30) days.
- c) All costs of the Administrative Law Judge will be shared equally by both Local 39 and SPMUD.

The costs of the Administrative Law Judge will be borne equally by SPMUD and the employee, except in cases where the employee is not represented by Local 39 or any affiliated legal defense entity and would otherwise be directly responsible for such costs. In such cases, SPMUD bears the costs of the Administrative Law Judge.

SPMUD and the employee pays the compensation and expenses for their respective witnesses. At the employee's request, SPMUD will release employees from duty to participate in the Administrative Law Judge's proceedings. The parties agree that the number of witnesses requested to attend and their scheduling will be kept to a reasonable minimum.

- d) Hearings will be conducted at a SPMUD facility unless all parties mutually agree, in writing, to an alternative hearing location or to hold the hearing virtually (e.g., via Zoom videoconference).
- e) The Administrative Law Judge will conduct the hearing in an orderly fashion, make evidentiary and procedural rulings, and make written findings of fact.
- f) Oral evidence will be taken under oath and is subject to penalty of perjury.
- g) Each party has the following hearing rights:
 - 1) To call and examine witnesses.
 - 2) To introduce exhibits.
 - 3) To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in direct examination.

- 4) To impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence.
 - 5) Either party may issue subpoenas and subpoenas duces tecum for the production of witnesses and/or documents.
 - h) If the affected employee does not testify in their own behalf, they may be called and examined by SPMUD as if under cross-examination.
 - i) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection is not sufficient in itself to support a finding unless it would be admissible over objection in a civil action under California law.
 - j) The parties will exchange lists of anticipated or potential witnesses not less than fourteen (14) days in advance of the scheduled hearing date.
 - k) At the request of either party, witnesses who have not testified or may be recalled to testify are excluded from the hearing room until such time as they are called to testify. The employee and SPMUD representative are exempt from this provision.
 - l) Appeal hearings are recorded by either SPMUD or the Administrative Law Judge, unless the parties agree to the use of a Certified Court Reporter, upon which the parties will share equally all costs associated with the Certified Court Reporter. The employee and their representative will receive a copy of the recording.
 - m) In no event may the Administrative Law Judge impose rules of procedure or evidence more stringent than those used in civil actions under the California Rules of Civil Procedure and the California Evidence Code.
 - n) At hearing, SPMUD has the burden of proving the charges based upon a preponderance of the evidence.
- 14.9. Advisory Recommended Decision of Administrative Law Judge and Final Decision of District

The Administrative Law Judge will render a written recommended decision within sixty (60) days of the close of the hearing. This time frame may be extended by written mutual agreement by the parties. The Administrative Law Judge's recommended decision will be in accordance with California Code of Civil Procedure section 1094.5 requirements. The Administrative Law Judge has no authority to add to, delete, or alter any provision of the MOU, SPMUD's Personnel Rules, or other SPMUD rules and regulations, and will make no decisions in violation of existing law. Copies of the recommended decision will be furnished to all parties.

If the General Manager was not the Disciplinary Authority, they will review the Administrative Law Judge's recommended decision and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the General Manager is final.

If the General Manager was the Disciplinary Authority, the Board of Directors will review the Administrative Law Judge's recommended decision and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Board of Directors is final.

14.10. Proof of Service of the Final Decision

SPMUD 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 is the responsibility of the employee to inform SPMUD of their address. A copy of the decision will also be provided to SPMUD's Personnel Officer.

14.11. Judicial Review

The employee has the right to seek judicial review, upon the full evidentiary merits of the administrative record and the final written decision pursuant to California Code of Civil Procedure section 1094.5.

The employee seeking to challenge the final decision of the Administrative Law Judge in superior or district court must file a petition in a court of competent jurisdiction within ninety (90) days after the Notice of Decision and Findings is mailed to the employee or will otherwise be considered to have waived the right to do so in accordance with California Code of Civil Procedure section 1094.6.

An employee who chooses not to exercise their right to appeal the imposition of discipline pursuant to this Section is barred from appealing the imposition of the discipline in superior or district court for failure to exhaust administrative remedies. This includes any employee who chooses to prematurely terminate appeal proceedings before the Final Decision has been issued.

Article 15 - Strikes and Lockouts

15.1. Strikes

Local 39 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 SPMUD. If any concerted action as described above occurs, Local 39 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.

15.2. Lockouts

SPMUD will not lockout employees during the term of this Agreement.

Article 16 - Term

16.1. Severability

If any article or section of this Agreement is found invalid, unlawful, or unenforceable because of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections remain in full force and effect. In the event of invalidation of any provision, SPMUD will notify Local 39 and meet within thirty (30) days to meet and confer in an attempt to agree upon a replacement of the provision.

16.2. Entire Agreement

The parties agree that this Memorandum of Understanding constitutes the entire Agreement between them and may be modified only by mutual written agreement of both parties. This Agreement supersedes all prior Memoranda of Understanding, agreements, and side letters between the parties.

16.3. Term

This Memorandum of Understanding is effective from March 19, 2026, through midnight June 21, 2029.

Date: 3/27/2026

Date: 4.23.26

SPMUD

Local 39

Eric Nielsen
Eric Nielsen,
General Manager

Tim Eggen
Tim Eggen,
Business Manager

Emilie Costan
Emilie Costan,
Administrative Services Manager

Jeff Gladieux
Jeff Gladieux,
President

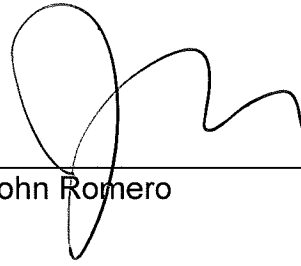
Michael W. Jarvis
Michael W. Jarvis,
Liebert Cassidy Whitmore

Brandy Johnson
Brandy Johnson,
Director of Public Employees

Stephen Hatch
Stephen Hatch,
Business Representative

Stacey Bloom
Stacey Bloom

Aaron Moore
Aaron Moore

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a final flourish.

John Romero

Appendix "A" Recognition

Administrative Services Assistant I
Administrative Services Assistant II
Administrative Services Specialist
Engineering Technician I
Engineering Technician II
GIS Analyst
GIS Technician
Inspector I
Inspector II
Lead Inspector
Lead Worker
Maintenance Worker I
Maintenance Worker II
Maintenance Worker/Electro-Mechanical Technologist
Maintenance Worker/Inspector
Regulatory Compliance Specialist
Regulatory Compliance Technician

Appendix "B" Salary Schedule

Appendix "C" Benchmark Classifications

Administrative Services Assistant II

Administrative Services Assistant I

Administrative Services Specialist

Engineering Technician II

Engineering Technician I

GIS Analyst

GIS Technician

Maintenance Worker II

Maintenance Worker I

Maintenance Worker/Electro-Mechanical Technologist

Maintenance Worker/Inspector

Lead Worker

Regulatory Compliance Technician

Regulatory Compliance Specialist

Inspector II

Inspector I

Lead Inspector

Appendix "D" MissionSquare

Appendix "E" Retiree Medical Carveout

Upon retirement from SPMUD Stacey Bloom will receive in lieu of Section 8.2 a retiree medical reimbursement up to the Kaiser Rate Plan of the Region 1 health plan at the employee plus one (1) premium minus the SPMUDs CalPERS PEMCHA minimum contribution

