

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MIDWAY CITY SANITARY DISTRICT
(Hereinafter called DISTRICT)**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 1734-01
(hereinafter called UNION)**

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(hereinafter called UNION)**

WHEREAS, pursuant to California law, the DISTRICT, acting by and through its designated representative, duly appointed by the Governing Board of said DISTRICT, and the representatives of the UNION, a duly recognized employee association, have met and consulted in good faith and have fully communicated and exchanged information concerning wages, hours and other terms and conditions of employment ; and

WHEREAS, except as otherwise expressly provided herein, all terms and conditions of this Agreement shall apply to all employees represented by the UNION; and

WHEREAS, the representatives of the DISTRICT and the UNION desire to reduce their agreements to writing;

NOW, THEREFORE, this Memorandum of Understanding is made to become effective July 1, 2021, and it is agreed as follows:

ARTICLE 1

Bargaining Unit

A. It is recognized that the UNION is the exclusive employee organization which has the right to represent bargaining unit employees in their employment relationship with the DISTRICT pursuant to the Myers-Milias-Brown Act, California Government Code Section 3500, et seq. The bargaining unit shall include all employees of the DISTRICT within those class titles

set out in Exhibit "A" attached hereto and incorporated herein. Additionally, the bargaining unit shall include all non-management, non-confidential, non-clerical classifications which are created after the execution of this Agreement. The bargaining unit shall not include management personnel and the UNION is no longer recognized and does not represent any management employee of the DISTRICT or bargaining unit of management employees recognized by the DISTRICT. All employees in the bargaining unit shall be probationary until they have satisfactorily completed six (6) months of full time employment within a twelve month period. During the probationary period such employees are employed "at will" and the employment of such probationary employees may be terminated at any time by the DISTRICT, with or without cause under the provisions of the California Labor Code section 2922. The DISTRICT recognizes its obligation to provide a "liberty interest" hearing for the sole purpose of giving the probationary employee the opportunity to clear his or her name in the event that the termination impinges on the probationary employee's constitutionally recognized liberty interests as stated in Lubey v. City and County of San Francisco, 98 Cal.App.3d 340 (1979), or other related authority. Upon successful completion of the probationary period, bargaining unit employees shall be permanent employees and shall thereby be entitled to receive all fringe benefits under this Agreement and shall not be paid under a "temporary" status. Permanent employees shall be entitled to Skelly procedural due process under Article 23 of this Agreement under appropriate circumstances and shall be protected against disciplinary action absent cause for disciplinary action as identified in Article 20 and other appropriate provisions of this Agreement. It is specifically understood that temporary and seasonal employees are not entitled to any benefits or rights under this MOU, with the sole exception that they shall be given first consideration for any regular positions, provided that, in the opinion of the DISTRICT, they have performed satisfactorily.



B. The DISTRICT shall send the UNION a copy of each new job description approved for classifications within the bargaining unit.

The DISTRICT and the UNION desire to maintain labor stability within the bargaining unit to the greatest extent possible, consistent with an employee's right to select the representative of his/her choosing. For these purposes, the parties agree that this Agreement shall act as a bar to the raising of the issues of the appropriateness of this unit and the selection of the representative of this unit, except during the period between sixty (60) and ninety (90) days prior to the expiration of this Agreement.

The parties recognize the right of employees to select a representative of their own choosing pursuant to California Government Code section 3502 and the right of the DISTRICT to adopt reasonable rules and regulations regarding employer employee relations, pursuant to California Government Code section 3507, after having met and consulted regarding such rules and regulations with the UNION.

The DISTRICT and the UNION recognize that employer employee relations and labor stability are enhanced by the UNION being the exclusive representative of this bargaining unit and all employees within the unit, and in accordance with Section A above, the UNION is hereby designated the exclusive representative of this bargaining unit.

C. The DISTRICT agrees to deduct from a bargaining unit employee's earnings that employee's monthly UNION membership dues upon receiving certification of a voluntary written authorization from that employee that conforms and is in accordance with all federal and state laws. The deductions shall continue as long as the authorization is effective. Monies the DISTRICT collects under this provision will be deducted from the employee's earnings in the first and second pay period of each month and remitted to the officer the UNION designates in writing

to the DISTRICT. The UNION will notify the DISTRICT in writing as to the amount of the monthly dues. An authorized UNION officer must certify in writing to the DISTRICT any change in the amounts of this fee at least thirty (30) days before the month for which the deduction is to be made. The DISTRICT shall provide the UNION a list of employees pursuant to AB119.

The UNION shall be responsible for complying with all state and federal laws, rules and regulations relating to payment of membership dues and service fees. The UNION further agrees to indemnify and hold the DISTRICT harmless from any and all claims, grievances, demands, awards, attachments, judgments, suits or any other forms of liability arising from this provision including, but not limited to, legal fees, arbitration fees and costs connected with any defense by the DISTRICT in any action brought with respect to this provision.

ARTICLE 2

Existing Conditions of Employment

All existing benefits, terms and conditions of employment which were in effect as of July 1, 2021, not specifically addressed by this MOU shall remain in full force and effect during the term of this MOU, and shall not be changed without first completing the meet-and-confer process, which may be initiated by either party.

ARTICLE 3

Wage Schedules and PERS Contributions

A. Effective July 1, 2021, the salary schedule for all employees covered by this Agreement shall be increased by three percent (3%); effective July 1, 2022, the salary schedule for all employees covered by the Agreement shall be increased an additional three percent (3%); and effective July 1, 2023, the salary schedule for all employees covered by the Agreement shall be increased an additional three percent (3%).

NO

B. The designated pay period for the DISTRICT shall be biweekly. Employee paychecks shall be available to employees prior to the close of business on Wednesday afternoon. The DISTRICT agrees to issue a separate payroll check to each employee who receives a sick leave check at the end of every year.

C. For all employees hired before July 1, 2009, the DISTRICT shall contract with PERS for a three percent (3%) at 60 retirement benefit. For all employees hired between July 1, 2009 and January 1, 2013, the DISTRICT shall contract with PERS for a two percent (2%) at 55 retirement benefit. Employees hired on or after January 1, 2013 shall be provided the defined benefit formulas to new members established pursuant to California Public Employee's Reform Act of 2013 ("PEPRA"). The DISTRICT shall not pay any of the required employee contributions or costs of any employee; rather, the entire employee's contribution shall be deducted from the employee's payroll payment.

D. The DISTRICT may assign a qualified employee to acting duty status in a position with a higher pay range. An employee assigned to acting duty status shall be paid at the step of the pay range for the acting duty position which corresponds to the employee's current step in his regular position. The DISTRICT may remove an employee from acting duty status at any time. An employee who is in training or on probation for a position does not qualify for acting duty status.

E. Advancement between salary steps shall take place after twelve (12) months.

ARTICLE 4

Group Insurance

A. Subject to Paragraph C, the DISTRICT will continue the current group life and medical insurance and vision plans and provide a dental plan.

B. Effective July 1, 2015, the DISTRICT will pay for the group life insurance (minimum \$30,000) and vision and dental insurance plans for the employee only.

C. Effective January 1, 2018, the DISTRICT will pay an amount not to exceed \$1,550 per month per employee toward the premiums for any PERS Medical Plan chosen by the employee and any dependent coverage under the District's dental insurance plan; the balance of any premiums medical insurance and dependent coverage for dental insurance exceeding \$1,550 per month shall be deducted from the employee's payroll payment. Effective January 1, 2019, this amount will be increased to \$1,700 per month and effective January 1, 2020, it shall increase to \$1,875 per month. An employee shall be eligible for benefits under this article on the first day of the month following completion of at least one full month of service to the DISTRICT. On or after December 1, 2023, either party may request to reopen negotiations for the limited purpose of negotiating an adjustment to the amount the District will pay per month per employee toward the premium for any PERS Medical Plan chosen by the employee and any dependent coverage under the District's dental insurance plan.

D. The District's medical plan will include domestic partners who are registered pursuant to Family Code section 298.5 as dependents.

E. In the event that a death occurs to an employee while employed, the District will continue to make the same contribution as made during the employee's life for the spouse and dependents (if the spouse and dependents do not have other coverage) for the remainder of the year following the death of that employee or for six (6) months whichever is of a longer duration.

F. The parties agree that PERS medical insurance at retirement will be provided to any full time employee who retires during the term of this Memorandum of Understanding in accordance with the DISTRICT's contract with PERS.



G. Employees who actually received deferred compensation prior to the effective date of this MOU shall continue to be eligible for deferred compensation in a dollar amount not to exceed that which was previously paid on behalf of the employee.

ARTICLE 5

Vacation Leave

A. No vacation shall be compensated or honored until completion of one (1) year or fifty-two (52) continuous weeks of employment.

B. Vacation leave shall be taken at times approved by the Manager and shall be based on the following schedule as established by the DISTRICT:

1 to 4 years	10 working days
5 to 11 years	15 working days
12 to 19 years	20 working days
20 years and over	25 working days

Employees must submit a vacation schedule showing use of vacation for a calendar year by June 30 of that year for General Manager's approval. The General Manager will have the right to schedule vacations to ensure that all vacation is used except as permitted by Articles 5.F and 5.G.

C. Vacation leave shall not accrue for periods of extended personal or medical leaves. Extended personal or medical leaves are those of thirty (30) or more days without pay. Earned vacation time will be suspended during periods of extended personal or medical leave and will be reactivated only at the return to full employment. An employee who is receiving Worker's Compensation benefits but is no longer receiving sick leave or vacation pay shall be considered absent from duty without pay for the purposes of accumulation of vacation leave.

D. No earned vacation leaves for association personnel shall be split more than two (2) times. Example: 20 working days earned (a) 1 period of 5 working days and 1 period of 15 working days or (b) 2 periods of 10 working days each.

E. Any employee whose service with the DISTRICT is severed by DISTRICT action, resignation, retirement or death shall be compensated for his/her pro rata share of earned vacation. In the case of termination by death, such compensation shall be paid to either the employee's beneficiary or to his/her estate entitled thereto.

F. In order to encourage employees to use their accrued vacation time, vacation is allowed to accrue up to a maximum of 240 hours. Notwithstanding the forgoing, if an employee is required to work while on a scheduled vacation in order to respond to an emergency that the state or the DISTRICT declares, the employee may be able to accrue more than 240 hours of vacation during that limited period in which the employee would have otherwise been on vacation but for the emergency. Once an employee has reached the maximum vacation accrual, the employee will cease to accrue more vacation until the accrued vacation time falls below the 240-hour level.

G. The policy of the DISTRICT is to encourage full utilization of vacation time off by all employees. However, each December, an employee may file an irrevocable request to cash-out up to eighty (80) hours of vacation leave to be earned in the next calendar year. The DISTRICT shall pay each request in the first paycheck of December of the following year. In order to be eligible for this cash-out, the employee must have a remaining balance of at least forty (40) hours of accrued vacation after cashing-out and must have taken a minimum of forty (40) vacation hours in the twelve (12) months prior to the request. Upon an employee's showing of an unforeseen financial hardship, the Board may grant an additional request that an employee be paid his/her



regular rate of pay in lieu of taking up to forty (40) hours of his/her vacation time off in eight (8) hour increments. A decision on such a request is at the sole discretion of the Board of Directors and shall be decided on a case-by-case basis.

ARTICLE 6

Sick Leave

A. For each calendar month that a full time employee is in the service of the DISTRICT, he/she shall accrue an eight (8) hour leave of absence with full pay to be taken only when such employee is compelled to be absent from duty on account of illness injury or other purposes as required by law; provided, however, that no such leave of absence shall be accrued during periods of absence from duty without pay in excess of thirty (30) days. An employee who is receiving sick leave or vacation pay shall be considered absent from duty without pay for the purposes of accumulation of sick leave.

B. Sick leave shall be considered an earned benefit. Employees shall be paid at their current hourly rate at the end of the year for each hour of sick leave accumulated in excess of 192 hours, which payment shall be made with the first regular payment of wages during the month of December.

C. Any employee injured in the line of duty (on-the-job) shall be entitled to receive his/her full wage for a period of time equaling his/her accumulated sick leave under Section A above. If an employee is paid an allowance by Workers Compensation insurance, the DISTRICT will compensate the difference between the allowance granted by the insurance and his/her regular daily pay. In computing the benefits paid by insurance, wage benefits alone shall be considered and medical and hospital benefits shall be excluded.

D. In any calendar year an employee may use sick leave up to the amount he/she would accrue during six (6) months of employment in order to attend to an ill parent, child, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. The District may require the same types of illness verification set forth in Paragraph 6.F. The terms "child" or "parent" shall include biological, foster, adoptive, or step relationships as well as the relationships of legal guardian/ward and in loco parentis. The District shall also grant unpaid family care and medical leave as required by federal and state law, which leave shall run concurrently with other leaves provided pursuant to this Agreement.

E. Additional leave(s) of absence without pay on account of illness, injury or personal reasons must be approved by the Manager and are at the discretion of the Board of Directors.

F. Any grant of sick leave must, at the General Manager's option, be supported by a written statement by either a licensed doctor of medicine, a doctor of dental surgery, or a doctor of chiropractic medicine following the use of three days of paid sick leave in a calendar year (either consecutively or nonconsecutively) which states that the employee has been under his/her care and is unable to work. Abusive or excessive absences related to illness or injury may result in termination by the Manager after approval by the Board of Directors.

G. The DISTRICT reserves the right to have a DISTRICT-selected doctor examine any employee that is returning to work following an illness or injury.

H. Any employee whose service with the DISTRICT is severed by DISTRICT action or resignation shall be compensated for fifty percent (50%) of his/her unused earned sick leave up to a maximum of one hundred ninety-two (192) hours at his/her then current rate of pay. Any employee whose service with the DISTRICT is severed by retirement or death shall be compensated for one hundred percent (100%) of his/her unused earned sick leave up to a maximum



of one hundred ninety-two (192) hours at his/her then current rate of pay. In the case of termination by death, such compensation shall be paid to either the employee's beneficiary or to his/her estate entitled thereto.

ARTICLE 7

Holidays

A. The following days of the calendar year are hereby declared to be holidays:

New Year's Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

B. Cultural Diversity Day. In recognition of the fact that we live in a pluralistic society with many different traditions, celebrations and heroes, each employee may select any date as a paid holiday for celebrating his/her particular tradition, hero or celebration.

C. Each employee, after completing one full year of service to the DISTRICT, shall be granted two additional days off, one for his/her birthday and the other at a time designated by the employee upon four (4) weeks prior notice, subject to MANAGER approval; provided no other employee has been given the designated day as a holiday for any reason. If the birthday is taken on a day other than the employee's birthday, the day off shall be at the discretion of the MANAGER.

D. In order to be paid for the holidays stated in Section A above, unless an employee is out on bereavement leave, an employee must work a full day on the work days immediately preceding and following such holiday; provided, however, if such employee fails to work either or both days on account of illness or injury, he/she may nevertheless be compensated for such holiday provided that he/she furnishes the DISTRICT with a written statement by a doctor of medicine or a doctor of chiropractic medicine, stating that such employee was examined by him and in his opinion was unable to work on such day or days.

E. If a holiday designated in Section A above, coincides with an employee's regular day off, such employee shall be entitled to receive either compensation at his/her regular rate of pay or compensatory time off, at the option of the employee; provided, however, that the compensatory time off shall be scheduled by the mutual agreement of the employee and the Manager.

F. On the holidays designated in Section A above, in the judgment and discretion of the Manager of the DISTRICT, such skeleton crews as may be required to properly and adequately maintain and repair the sewerage collection facilities of the DISTRICT may be required to work.

G. Any employee required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and/or Christmas Day, shall be paid at a rate which is double his or her regular pay or pay for those hours worked on said days. It is understood that Saturdays, Sundays, birthdays and designated days are not holidays for purposes of this subsection G. Work performed on Saturday or Sunday following a holiday, birthday or a designated day by employees who are not regularly scheduled to work on those days shall be compensated at a rate of one and one-half (1-1/2) their regular rate of pay for those hours worked.

Refuse employees shall also be required to work on the Saturday following a holiday and shall be paid at a rate of one and one-half (1-1/2) their regular rate of pay for those hours worked.

H. Only those employees on active duty status are entitled to be paid for holidays where the holiday was either preceded or followed by a day on which the employee failed to work because of either illness or disability. An employee is on active duty status if he or she is entitled to be compensated by either paid sick leave or vacation time during the time of illness or injury. Employees receiving Worker's Compensation pay but no vacation or sick leave pay are not considered to be on active duty status.

I. Holidays provided in paragraphs B and C of this Article 8 are for the benefit of the employees within a specific year and failure by an employee to designate or take the holidays as set forth therein will result in the employee's having waived the benefits to those holidays. In no event, will the holidays carry over into a subsequent year.

ARTICLE 8

Bereavement Leave

A. A full-time employee may be allowed up to three (3) days of bereavement leave with full pay when a death occurs in the employee's immediate family subject to prior approval of the Manager.

B. Members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the employee or of the employee's spouse or domestic partner; and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, step parent or step child of the employee, current brother-in-law or sister-in-law, or any relative living in the immediate household of the employee.

ARTICLE 9

Jury Duty

A. Any full-time employee that is called for jury service shall be compensated at his/her regular salary rate for all time that he/she is required to be absent due to jury duty; provided, however, that such DISTRICT payment shall be offset by any jury duty per diem fee paid to the employee. Employees are required to present proof of jury service in order to be compensated.

ARTICLE 10

Work Hours

A. Sewer Maintenance. Work hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday. A lunch period of thirty (30) minutes shall be taken and two (2) fifteen (15) minute breaks will be allowed each day.

B. Mechanics. Work hours shall be 8:00 a.m. to 4:30 p.m. except for the mechanic that is designated to pre-test refuse equipment prior to the start of each scheduled workday whose hours shall be 6:00 a.m. to 2:30 p.m. A lunch period of thirty (30) minutes shall be taken, and two (2) separate fifteen (15) minute breaks will be allowed each day.

C. Solid Waste. The work session of each employee in the refuse department should normally be completed in eight (8) hours or less. Work hours shall be 7:00 a.m. until the completion of each day's assigned tasks. A lunch period of thirty (30) minutes and two (2) separate fifteen (15) minute breaks will be allowed each day.

D. Shift changes. The parties agree that the DISTRICT may change shift hours with respect to trash crews up to a maximum of a two hour change, following two (2) weeks notification. The change may be made for a duration of no more than two (2) months, and only for the purpose of avoiding morning darkness due to Daylight Savings Time.

E. Waiver of Meal Period. Notwithstanding any other provision in this MOU to the contrary, it is the parties' intent that, if an employee in the bargaining unit works 6 hours or less in a day, the thirty (30) minute meal period may be waived by mutual consent of both the employee and the DISTRICT.

F. Breaks. Breaks may not be consolidated with an employee's thirty (30) minute lunch period and employees are encouraged to take these breaks as close to the middle of each four-hour work period as is practicable.

ARTICLE 11

Overtime and Compensatory Time

A. Employees in the bargaining unit shall be paid at one and one-half (1-1/2) times the regular rate of pay for all hours worked over forty (40) in a work week. Hours worked shall not include vacation days or days taken for compensation time.

B. The parties agree to cooperate in reducing the amount of overtime hours worked.

C. In the event that emergency sewer maintenance work is required during other than normal working hours, the DISTRICT may call out as many employees as deemed necessary to properly accomplish the emergency maintenance and the employee(s) shall be compensated for all hours worked with a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay.

D. An employee, at his or her option, may choose to take compensatory time off, in lieu of payment for the overtime work time. Notwithstanding the forgoing, an employee may only earn or accrue up to four (4) hours of compensatory time within one pay period and an employee shall not accrue more than sixty-four (64) hours of compensation time. For those employees in the sewer department, any earned or accrued compensation time that is not used by the end of a

calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. For those employees in the solid waste and fleet maintenance departments, any earned or accrued compensation time in excess of forty (40) hours that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. Compensatory time shall be scheduled at least two *full* business days in advance by the mutual agreement of the employee and the Manager. An employee may be docked for emergency leave.

E. With respect to those solid waste employees who have completed their shifts in less than eight (8) hours, those employees will receive a full eight (8) hours pay. For those employees who work beyond their scheduled shifts, they will receive additional incentive pay equal to their hourly rate for that period of time remaining in an eight (8) hour work day, and will then receive overtime pay at the rate of one and one-half (1-1/2) times their hourly rate for any hours worked after eight (8) hours in any one day.

F. Those employees that are required to work on Saturday, who are not regularly scheduled to work on that day and do not otherwise qualify for compensation at a rate of one and one-half (1-1/2) their regular rate of pay under Section G of Article 7, may be eligible for overtime pay at the rate of one and one-half (1-1/2) times their hourly rate for any hours worked on Saturday if they worked at least 4 complete shifts in the previous 5 days (Monday through Friday).

G. The Manager may assign an employee to standby duty, for a week at a time, for emergency callout. Such employee shall carry a cell phone provided by the District and stay within a thirty (30) minute response time. The employee shall be paid ten (10) hours a week for such duty and, in addition, shall be paid for a minimum of two (2) hours for each time he/she is called

out. Employees are not eligible to be assigned to standby duty on days they have taken leave (with the exception of compensatory time). Employees may elect to convert standby time into compensatory time off. Whether converted from standby time or earned/accrued in lieu of overtime, an employee may only convert or accrue up to four (4) hours of compensatory time within one pay period and employees shall not accrue more than sixty-four (64) hours of total compensation time. For employees within the sewer department, any compensation time on the books, whether converted from standby or earned/accrued in lieu of overtime, that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. For employees within the solid waste and fleet maintenance departments, any compensation time on the books in excess of forty (40) hours, whether converted from standby or earned/accrued in lieu of overtime, that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. This compensatory time shall be scheduled at least two *full* business days in advance by the mutual agreement of the employee and the Manager.

H. Employees assigned to work in a confined space shall receive an additional three dollars (\$3.00) per hour for time actually spent in such confined space assignment.

ARTICLE 12

Uniforms

A. The DISTRICT will provide uniforms and laundry service for all full-time employees in all departments except administration at no cost to the employees. The regular issue of uniforms will be eleven (11) shirts and eleven (11) pairs of pants. The laundry services for the

issued uniforms shall be provided on a schedule established by the DISTRICT and the contractor providing such service. Each employee shall be monetarily responsible for all missing uniforms or those damaged by other than normal wear.

B. When an employee terminates his/her employment with the DISTRICT for any reason, all uniforms shall be returned to the DISTRICT. Such an employee shall be charged at DISTRICT cost for any shortages or damage resulting from other than normal wear.

C. Rules relating to the wearing of uniforms are contained in Exhibit B.

ARTICLE 13

Safety

A. For safety purposes, the DISTRICT will provide all UNION employees with prescription or non-prescription safety glasses which are to be worn at all times during working hours.

B. The DISTRICT shall have complete discretion as to the choice of examining doctor and the choice of the supplier for the required glasses.

C. The DISTRICT shall provide a safety support belt and all other safety equipment required by law. Each employee shall be monetarily responsible for loss or damage by other than normal use.

D. Employees will be required to wear appropriate foot protection to include safety/steel-toed footwear. Each employee will be reimbursed up to Two Hundred and Fifty Dollars (\$250.00) per year upon presenting proof of purchase of one to two pair of OSHA approved safety/steel-toed footwear.

E. The District will reimburse employees for tetanus and hepatitis A/B inoculations to the extent that they are not otherwise available to the employee pursuant to the employee's health benefit plan provided for pursuant to Article 4 of this Agreement.

ARTICLE 14

Educational Advancement Assistance

A. The DISTRICT has a training and educational assistance program to provide encouragement for employees to train for either their existing positions or for advancement to a higher position.

B. All employees of the DISTRICT are eligible for training or educational assistance provided such employee makes proper application to and obtains the approval of the Manager and the Board of Directors, prior to enrollment; provided, however, that such approval will be predicated upon DISTRICT needs.

C. All educational courses must be taken for credit. The DISTRICT will reimburse all paid expenses for tuition, books and laboratory fees upon satisfactory presentation of a grade of "C" or better; provided, however, that no transportation or clothing expenses will be allowed. Reimbursement shall be made at the conclusion of the course or seminar. If an employee voluntarily leaves the DISTRICT less than two (2) years after the conclusion of an educational course, he/she shall reimburse the DISTRICT for the full cost of the course.

D. The DISTRICT shall reimburse employees for the cost of renewing the employee's Class B license.

E. Any employee with CWEA certification shall be paid additional compensation as follows:

Three percent (3%) of salary for CWEA Grade I of Certificated and Waste Water/Environmental Sanitation (18 units);

One and one half percent (1.5%) of salary for CWEA Grade 2;

One percent (1%) of salary for CWEA Grade 3;

One percent (1%) of salary for CWEA Grade 4.

ARTICLE 15

Employee Safety and Economy Suggestion Program

A. Employees are encouraged to submit any ideas they have relating to measures designed to enhance the safety of DISTRICT employees or as to how the DISTRICT could be more efficiently operated.

B. The Board of Directors shall review all submitted suggestions for evaluation as to the practicality of application in the operation of the DISTRICT. When the Board of Directors determines that a suggestion may result in the savings to the DISTRICT, an award shall be made based upon five percent (5%) of the savings to the DISTRICT up to a maximum of One Thousand Dollars (\$1,000); provided, however that the minimum award shall be \$25.

ARTICLE 16

Safety Awards Program

A. Effective October 1, 2015, the Board of Directors, in an effort to promote safety in the operation of DISTRICT equipment and the encouragement of safety in personal work habits, set as DISTRICT policy the following award programs:

Safe driving Awards – Solid Waste Drivers Only

5 years	Certificate and \$200.00
10 years	Certificate and \$300.00
15 years	Certificate and \$500.00
20 years	Honor plaque and \$750.00
25 years	Honor plaque and \$1,000.00

Accident and Injury Free Awards - All Operations Employees

5 years	Certificate and \$200.00
10 years	Certificate and \$300.00
15 years	Certificate and \$500.00
20 years	Honor plaque and \$750.00
25 years	Honor plaque and \$1,000.00

ARTICLE 17

Cross-Training

Any employee who is either a Sewer Maintenance Worker or Solid Waste Driver and wishes to cross-train for the purpose of enhancing skills and knowledge of a different classification shall be given an opportunity to do so upon request. When such a request is received, the District shall provide up to four (4) working days of cross-training within a reasonable time, not to interfere with ongoing District operations. The employee requesting such cross-training shall be informed of a proposed training schedule within ten (10) days of the District's receipt of such request. When cross-training takes place as part of temporary replacement, payment for the out-of-class duties shall include the classification differential.

ARTICLE 18

Management Rights

A. Except as expressly abridged or modified herein, the DISTRICT retains all rights, powers and authority with respect to the management and direction of the performance of DISTRICT services and the work forces performing such services, provided that nothing herein shall change the DISTRICT'S obligation to meet and consult as to the effects of any such management decision upon wages, hours and terms and conditions of employment or be construed as granting the DISTRICT the right to make unilateral changes in wages, hours and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of DISTRICT services, including establishment of work stations,

nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of DISTRICT services.

ARTICLE 19

Rules and Regulations

A. The DISTRICT shall establish rules of policy and procedure for the protection and efficiency of both the DISTRICT and the employee.

B. The General Safety and Work Rules are incorporated into this Memorandum of Understanding as set apart in Exhibit "B."

ARTICLE 20

Work Rule Violation Disciplinary Procedure

A. The following offenses are major offenses for which an employee may be immediately terminated:

1. Theft of property from DISTRICT or another employee or customer (regardless of amount).
2. Falsifying any DISTRICT records, including but not limited to, time cards.
3. Lying to a DISTRICT supervisor.
4. Threatening or intimidating other employees, supervisors, or customers.
5. Unauthorized possession of weapons, firearms or explosives on DISTRICT premises or in DISTRICT vehicles.
6. Conviction of a felony while employed by the DISTRICT.
7. Willful damage of DISTRICT equipment or property.

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8. Immoral or indecent conduct committed in the course of employment which is in violation of the statutes of the State of California.

9. Fighting or attempting to provoke a fight during working hours or on DISTRICT premises.

10. Deliberate omission or falsification of significant information on any application for any position with the DISTRICT.

11. Possessing, consuming, or being under the influence of intoxicants, or chemical or controlled substances during work hours or on DISTRICT premises.

12. Multiple garnishments as permitted by state or federal law.

13. Leaving the job without authorization.

14. Use of cell phone when operating a District motor-drive vehicle.

15. Other acts of serious misconduct.

B. Violations of DISTRICT work rules and safety rules as stated in Exhibit "B" as well as the following infractions, may result in disciplinary action as enumerated in Section C below.

1. Dishonesty.

2. Insubordinate acts or statements, or failure to carry out orders.

3. Sleeping on the job.

4. Refusal to work, without a good reason, when needed due to emergency call-ins, disasters, etc.

5. Disorderly conduct on the premises.

6. Violations of safety standards that could result in harm to employees or major damage to equipment.

7. An act of harassment on the basis of membership in any protected categories, including but not limited to race, religion, color, sex, sexual orientation, gender identity of expression, military/veteran status, national origin, ancestry, age, disability, or any other category protected by law.

8. Work performance not up to established standards (e.g., inefficiency).

9. Failure to use safety devices or equipment and failure to comply with safety precautions.

10. Failure to report an on-the-job accident.

11. Distributing literature or soliciting on DISTRICT premises except during authorized breaks.

12. Continued refusal to work a reasonable amount of overtime when required.

13. Interfering with, or purposeful distraction of, another employee in the performance of his/her work.

14. Failure to notify foreman of absence on or before date of absence.

15. Posting, altering, or removing any matter on bulletin boards or DISTRICT property unless specifically authorized to do so.

16. Unexcused absence without timely notification.

17. Excessive excused absences (three or more absences in any four-week period)

18. Removal of DISTRICT property from premises without authorization.

19. Unexcused tardiness.

20. Failure to wear prescribed uniforms or apparel.

21. Failure to observe parking and traffic regulations of the premises. (If failure to do so results in damage or bodily injury, it becomes a major offense.)

22. The use of profanity when dealing with the public.

23. No driver will enter the hopper while on a route or when alone.

C. Disciplinary procedures.

1 violation - warning letter in personnel file

2 violations in 9 months - 3 days suspension without pay

3 violations in 18 months - 5 days suspension without pay

4 violations in 24 months - termination

All time elements shall commence with the first violation and will not be computed on a calendar-year basis.

ARTICLE 21

Chargeable Traffic Accident Disciplinary Procedure

A. A chargeable traffic accident is one that is determined to be the fault of the employee by an investigating officer.

B. Disciplinary Procedure

1st chargeable accident will result in a warning letter to the employee's file.

2nd chargeable accident within a period of twelve (12) months from the date of the first chargeable accident will result in the employee being placed on probation for twelve (12) months.

3rd chargeable accident within a period of eighteen (18) months from the date of the first chargeable accident may result in the employee's termination.

C. Notwithstanding any other provision of this Memorandum of Understanding, should the DISTRICT'S liability insurance carrier determine that an employee shall be ineligible to drive a DISTRICT vehicle, that employee may be terminated.

ARTICLE 22

Grievance and Appeal Procedure

A. An employee who has a grievance shall attempt to resolve his/her problem in accordance with the following order:

First - Foreman of respective department

Second - Manager

Third - Board of Directors/Mediation/or Arbitration

B. A "grievance" is a formal written allegation that there has been a misapplication of a specific provision of this Agreement except Articles 19 and 20 which shall only be subject to the procedure set forth in Article 23. A grievance must be filed within thirty (30) days of the occurrence of the act or omission giving rise to the grievance.

C. Within 15 days of the Manager's decision, an employee may appeal the decision to the Board of Directors or, with concurrence of the Association, to arbitration.

D. If the appeal is to the Board of Directors, the Board shall schedule a hearing for the next regular meeting of the Board that is seven (7) calendar days or more after the request is filed. The findings and disposition of any grievance brought to the Board of Directors shall be binding on all parties concerned. The requesting employee shall have the right to a public hearing and he/she shall further have the right to represent himself/herself or to be represented by the Employee UNION or to be represented by any other third party of his/her choice.

E. If the appeal is to arbitration, the employee and the DISTRICT shall select by mutual agreement, an arbitrator who shall conduct a hearing regarding the grievance and whose decisions shall be final and binding on all parties. If the employee and the DISTRICT are unable to agree on the selection of an arbitrator, one shall be selected through the procedures of the

American Arbitration Association. The parties agree that arbitrations shall be governed by the California Code of Civil Procedure Section 1280, et seq. and that arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association. The cost of the arbitrator shall be borne by the parties equally.

F. Following the manager's decision and prior to a hearing before the Board or an arbitrator, either party may request that the other party engage in mediation, using Federal Mediation and Conciliation Services (FMCS), upon mutual agreement. The time for appealing to the Board or for arbitration shall be extended until completion of the mediation. All efforts to adjust the grievance through mediation shall be confidential, and shall not be used as evidence in any subsequent hearing of the grievance in the event that mediation is not successful.

ARTICLE 23

Disciplinary Process

A. Warning letters are not subject to the administrative or appeal process set forth in subdivision B of this Article. However, the employee has the right to appeal the warning letter either orally or in writing to the General Manager within ten (10) days of the employee's receipt of the warning letter. The General Manager's decision on the warning letter shall be final.

B. In the event that the Manager contemplates a suspension or termination against a permanent employee for any reasons permitted herein, whether on his own or the affected employee's foreman, the following procedures shall be followed:

1. The Manager shall give written notice to the affected employee of his intention to impose disciplinary action, the nature of the action proposed, the materials upon which the proposed action is based, and the employee's opportunity to respond either orally or in writing to the charges against him/her.

2. In the event that the employee chooses to exercise his/her right to respond, a Skelly hearing shall be scheduled no later than five (5) working days after delivery to the employee of the written Skelly notice. After said hearing, the Manager shall make his decision as soon as possible and shall so notify the employee and his/her representative in writing of his decision and of the employee's right to appeal that decision to the Board of Directors. If the employee elects not to appeal, the Manager's decision shall be final.

3. In the event that the affected employee requests an appeal to the Board of Directors, the Board may hear the matter itself or appoint a hearing officer to hear the matter and make a recommendation to the Board. The hearing shall be held as soon as can be reasonably scheduled by the Board or appointed hearing officer.

C. Where an employee creates an immediate or potential risk of danger or harm to DISTRICT employees, or the public, or property of the DISTRICT, employees, or the public, the employee may be immediately suspended with pay until the Manager's decision is made.

D. A written record of each disciplinary action taken against an employee shall be placed in his/her personnel file. With the exception of memorandums of disciplinary termination, a disciplinary memorandum shall be removed from an employee's file two (2) years after placement and returned to the affected employees provided that there has been no other incidents of the same or similar nature during the interim.

ARTICLE 24

Copies of Memorandum of Understanding

A. The DISTRICT agrees to provide fifteen (15) copies of the Memorandum of Understanding with all exhibits to the Association on or before two (2) months from the adoption of this Agreement by the Board of Directors.

ARTICLE 25

Class B License

A. All employees shall obtain their Class B permit with air brake endorsement by July 1, 2017 and Class B license with air brake endorsement by November 1, 2017. The District shall pay the costs associated with an employee obtaining his or her Class B license with airbrake endorsement by November 1, 2017.

ARTICLE 26

Term of Memorandum of Understanding

A. This Memorandum of Understanding shall be in effect for a three (3) year term commencing 12:01 A.M., July 1, 2021, and ending at midnight on June 30, 2024.

B. This Agreement constitutes the entire agreement of the parties with respect to improvements or changes in the salaries and/or monetary benefits for the employees represented by the UNION for the duration of this Agreement.

C. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties.

ARTICLE 27

Layoff And Promotions

A. It is expressly understood that the DISTRICT has the right to contract out services. In doing so, the DISTRICT will make a concerted effort to require any contracting agency to employ individuals who will be laid off as a result of the contract. In the event that the contracting out of services results in a reduction of staff, volunteers will be solicited. If there are more volunteers than available positions with a contracting company, preference will be given to senior

employees with the District. In the event that there are not enough volunteers, layoffs will be based upon lowest seniority with the District.

B. Seniority, completed school or certifications, skill and ability and based on the past two (2) performance evaluations shall be the predominant factors in promotions. The DISTRICT shall recruit first within the DISTRICT and, only if no qualified applicant for the position can be found within the DISTRICT, then outside the DISTRICT.

ARTICLE 28

Severability and Savings of Intent

A. If any article, sub-article, sentence, clause, phrase or portion of this Agreement, or the application thereof to any person, is for any reason held to be invalid or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons.

B. The DISTRICT and the UNION hereby agree that in the event any state or federal legislative, executive or administrative provision purports to nullify or otherwise adversely affect the wages, hours and other terms and conditions of employment contained in this Agreement or similarly purports to restrict the ability of the parties to negotiate a successor Agreement, the DISTRICT and the UNION shall, without prejudice to either party's judicial remedies, endeavor to agree to alternative contractual provisions which are not adversely affected by said legislative, executive or administrative provision.

ARTICLE 29

Board of Directors

It is the Agreement of the DISTRICT and the UNION that this Memorandum of Understanding represents a meeting of the minds between the undersigned; provided, however,

that the Memorandum of Understanding is of no force or effect whatsoever unless adopted by resolution of the Board of Directors of the Midway City Sanitary District and the members of the Midway City Sanitary District Employees Association.

ARTICLE 30

The UNION, its members and agents, agree that during the term of this Agreement, they will not engage in, encourage, assist in, sanction or permit any strike, sit-in, slow-down, work stoppage, sympathy strike, refusal to faithfully perform assigned duties and responsibilities, withholding of services, or any other action which would in any way interrupt or interfere with any operation of the DISTRICT.

In the event any of the above actions occur, the UNION shall immediately instruct any persons engaging in such conduct that they are violating this Memorandum and shall also immediately instruct such persons to resume full and faithful performance of their job duties.

The DISTRICT may invoke all lawful remedies in the event of a violation of this Article.

The no-strike provisions of this Article shall continue for ten (10) days following the expiration of this Memorandum and any extensions thereof.

Midway City Sanitary District Negotiations
Committee

Midway City Sanitary District Employees
Association Negotiations Committee

[Handwritten signature]

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EXHIBIT "B"

GENERAL WORK RULES

1. Work hours for all DISTRICT employees shall be as defined in Article 10 of the MEMORANDUM OF UNDERSTANDING.
2. No employee shall clock out or leave his/her assigned work place without permission from his/her supervisor or the Manager.
3. All vacations shall be coordinated with Director of Operations and the Manager.
4. All birthdays and earned days off shall be cleared through Director of Operations and the Manager.
5. Any employee who is off work for disciplinary reasons will not be allowed to work during the term of the disciplinary period.
6. No employee's payroll check will be released to another person unless the employee has informed the office in writing prior to the respective payday, except in an emergency as determined by the Manager.
7. The DISTRICT two-way radio system is granted by and governed by the FEDERAL COMMUNICATIONS COMMISSION whose regulations dictate the type and kind of transmissions that are allowed. Any employee who is caught making illegal transmission or using profane or suggestive language shall be subject to disciplinary action up to and including termination without regard to Article 20 of the MOU.
8. The DISTRICT'S insurance policy does not cover an employee's personal items carried in DISTRICT vehicles; therefore, the DISTRICT will not be responsible for the destruction or loss of an employee's personal items except for:
 - a. A lunch container.

- b. A jacket, coat or rain gear during those times of the year that these items would usually be worn. The DISTRICT will replace the above reference items at a reasonable replacement cost as determined by the Board of Directors.
- 9. No employee shall work on or repair his/her vehicle or the vehicle of another on the DISTRICT premises; provided however, that minimum repairs will be allowed on a disabled private vehicle so that it may be removed from the DISTRICT yard.
- 10. The District shall provide the necessary tools for mechanics.
- 11. Except during lunch and break periods, employees are not to engage in personal pursuits during work time.
- 12. Employees may not leave their assigned work place or the DISTRICT boundaries during their breaks without permission from their supervisor or the manager.



RULES FOR THE SOLID WASTE DEPARTMENT

1. The starting time for the Solid Waste Department is 7:00 A.M. Each solid waste employee shall clock-in no later than 7:00 A.M. provided, however, no credit will be given for time prior to 7:00 A.M. You are only allowed to clock-in for yourself - DO NOT punch another employee's time card.
2. Any employee that is going to be tardy or absent from work for any reason shall call the DISTRICT before 6:30 A.M. Failure to notify the DISTRICT by the designated time will result in disciplinary action as outlined in Article 20 of the MOU.
3. If your absence was due to injury or illness, you must have a slip from the doctor of medicine or a doctor of chiropractic which states that you have been under his/her care and that you are released to return to work.
4. Solid Waste employees shall not take a break for any reason immediately after leaving the DISTRICT yard at 7:00 A.M. Coffee breaks during the workday shall be for a maximum of fifteen (15) minutes and lunch break shall be for a maximum of thirty (30) minutes.
5. The DISTRICT'S maximum speed limit on the freeway when going to and returning from landfill sites is fifty-five (55) miles per hour. Only the driver that is assigned to the truck will drive to landfill sites. Driver shall wear seat belts at all times.
6. Drivers will avoid making LEFT turns on major streets if possible.
7. Drivers shall keep the vehicle as close to the right curb as possible when collecting trash.
8. Drivers shall not use residential driveways to turn around.
9. Solid Waste trucks shall not use Cedarwood Street except while servicing that area.
10. Each driver is responsible for the housekeeping of the interior of all vehicles, including washing the vehicle and packer with proper cleaning solutions after shut down of main

engine. No item, other than clothing, or lunch/beverage container shall be stored in the cab. All personal belongings shall be removed from the truck at the end of the work day.

11. Each driver shall notify either the mechanic lead worker or a mechanic when he/she has a partial load on any truck left in the yard.
12. No person shall start a truck in the yard without first obtaining permission from the mechanic foreman or a mechanic.
13. Each driver is responsible for filling out an equipment report on each vehicle that he/she has driven each day.
14. Drivers are responsible for keeping unauthorized persons away from the truck, especially children.
15. Each driver will complete a pre-trip inspection sheet for any truck driven each day.
16. There shall be no alcohol or drugs in any DISTRICT vehicle.

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YARD AREA

1. All injuries or accidents shall be reported immediately to your supervisor, the Safety Director or the District office.
2. All personnel shall comply with all warning signs posted in the yard.
3. The maximum speed limit in the yard is five (5) miles per hour. Be alert when moving any vehicle in the yard, especially when the vehicle is being backed.
4. All fire extinguisher locations are designated by clearly visible signs. All employees must know the locations of fire extinguishers in the yard and in the buildings.
5. There are two (2) first aid stations: one located in the garage and one located in the sewer maintenance building.
6. Wash rack area must be kept clean at all times. Only authorized personnel shall operate the high-pressure vehicle cleaner.
7. All personnel must avoid arc welding flash.
8. All personnel must wear safety glasses or face shields when operating power tools. Only authorized personnel are allowed in the welding shop.
9. Drinking of alcoholic beverages or the possession or use of drugs on the job will not be tolerated, and such use shall result in immediate dismissal.

SEWER DEPARTMENT RULES

1. Report All injuries or accidents shall be reported immediately to your Lead Worker, Safety Director, or the District office.
2. Seat belts must be worn when driving or riding in district vehicles.
3. All sewer maintenance personnel shall wear Hard Hats when in the field or when working on construction projects.
4. There shall be at least two (2) employees working on the line cleaning machine at all times. When working in the street, safety cones and signs shall be put out first. There shall always be a flagperson when line cleaner is being operated on the major streets, such as Beach, Brookhurst, Bolsa, etc., or as designated by foreman or Safety Director.
5. Confined space safety practices will be followed before going into wet wells or manholes. All necessary safety equipment must be used in wet wells and manholes.
6. When called out for pump station malfunction, never work on any electrical device or attempt to take a pump apart at any time without two employees present.
7. Wear a safety vest plainly visible.
8. All sewer maintenance equipment and tools shall be returned to the proper District facility location when the job is finished.
9. No Smoking around or in manholes, or line cleaner when in operation.
10. All sewer maintenance department employees will wear steel toe boots on the job at all times.
11. Drinking of alcoholic beverages or the use of drugs on the job will not be tolerated, and such use shall result in immediate dismissal.

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MIDWAY CITY SANITARY DISTRICT
SALARY SCHEDULE
EFFECTIVE JULY 1, 2021 - JUNE 30, 2022

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD SOLID WASTE WORKER (SUPERVISOR)								
BI-WEEKLY	2,440.80	2,531.20	2,624.00	2,763.20	2,908.80	3,060.80	3,221.60	3,383.20
MONTHLY	5,288.40	5,484.27	5,685.33	5,986.93	6,302.40	6,631.73	6,980.13	7,330.27
ANNUAL	63,460.80	65,811.20	68,224.00	71,843.20	75,628.80	79,580.80	83,761.60	87,963.20
BASE PAY RATE PER HOUR	30.51	31.64	32.80	34.54	36.36	38.26	40.27	42.29
SOLID WASTE DRIVER								
BI-WEEKLY	1,935.20	1,982.40	2,032.80	2,077.60	2,124.00	2,170.88	2,223.20	2,308.00
MONTHLY	4,192.93	4,295.20	4,404.40	4,501.47	4,602.00	4,703.57	4,816.93	5,000.67
ANNUAL	50,315.20	51,542.40	52,852.80	54,017.60	55,224.00	56,442.88	57,803.20	60,008.00
BASE PAY RATE PER HOUR	24.19	24.78	25.41	25.97	26.55	27.14	27.79	28.85
RELIEF DRIVER/UTILITY PERSON (with a Class B License)								
BI-WEEKLY	1,935.20	1,982.40	2,032.80	2,077.60	2,124.00	2,170.88	2,223.20	2,308.00
MONTHLY	4,192.93	4,295.20	4,404.40	4,501.47	4,602.00	4,703.57	4,816.93	5,000.67
ANNUAL	50,315.20	51,542.40	52,852.80	54,017.60	55,224.00	56,442.88	57,803.20	60,008.00
BASE PAY RATE PER HOUR	24.19	24.78	25.41	25.97	26.55	27.14	27.79	28.85
UTILITY PERSON (without a Class B License)								
BI-WEEKLY	1,604.80	1,666.40	1,723.20	1,788.00	1,855.20	1,922.40	2,031.20	2,078.40
MONTHLY	3,477.07	3,610.53	3,733.60	3,874.00	4,019.60	4,165.20	4,400.93	4,503.20
ANNUAL	41,724.80	43,326.40	44,803.20	46,488.00	48,235.20	49,982.40	52,811.20	54,038.40
BASE PAY RATE PER HOUR	20.06	20.83	21.54	22.35	23.19	24.03	25.39	25.98
LEAD SEWER MAINTENANCE WORKER (SUPERVISOR)								
BI-WEEKLY	2,440.80	2,531.20	2,624.00	2,763.20	2,908.80	3,060.80	3,221.60	3,383.20
MONTHLY	5,288.40	5,484.27	5,685.33	5,986.93	6,302.40	6,631.73	6,980.13	7,330.27
ANNUAL	63,460.80	65,811.20	68,224.00	71,843.20	75,628.80	79,580.80	83,761.60	87,963.20
BASE PAY RATE PER HOUR	30.51	31.64	32.80	34.54	36.36	38.26	40.27	42.29
with CWEA Grade 1 Cert. +3%	31.43	32.59	33.78	35.58	37.45	39.41	41.48	43.56
with CWEA Grade 2 Cert. +1.5%	31.90	33.08	34.29	36.11	38.01	40.00	42.10	44.21
with CWEA Grade 3 Cert. +1%	32.22	33.41	34.63	36.47	38.39	40.40	42.52	44.65
with CWEA Grade 4 Cert. +1%	32.54	33.74	34.98	36.84	38.78	40.80	42.95	45.10
PUMP STATION MECHANIC								
BI-WEEKLY	2,223.20	2,312.80	2,402.40	2,493.60	2,592.00	2,676.00	2,762.40	2,849.60
MONTHLY	4,816.93	5,011.07	5,205.20	5,402.80	5,616.00	5,798.00	5,985.20	6,174.13
ANNUAL	57,803.20	60,132.80	62,462.40	64,833.60	67,392.00	69,576.00	71,822.40	74,089.60
BASE PAY RATE PER HOUR	27.79	28.91	30.03	31.17	32.40	33.45	34.53	35.62
with CWEA Grade 1 Cert. +3%	28.62	29.78	30.93	32.11	33.37	34.45	35.57	36.69
with CWEA Grade 2 Cert. +1.5%	29.05	30.22	31.39	32.59	33.87	34.97	36.10	37.24
with CWEA Grade 3 Cert. +1%	29.34	30.53	31.71	32.91	34.21	35.32	36.46	37.61
with CWEA Grade 4 Cert. +1%	29.64	30.83	32.03	33.24	34.55	35.67	36.82	37.99
SEWER MAINTENANCE WORKER								
BI-WEEKLY	1,972.00	2,062.40	2,153.60	2,240.80	2,331.20	2,422.40	2,512.00	2,600.00
MONTHLY	4,272.67	4,468.53	4,666.13	4,855.07	5,050.93	5,248.53	5,442.67	5,633.33
ANNUAL	51,272.00	53,622.40	55,993.60	58,260.80	60,611.20	62,982.40	65,312.00	67,600.00
BASE PAY RATE PER HOUR	24.65	25.78	26.92	28.01	29.14	30.28	31.40	32.50
with CWEA Grade 1 Cert. +3%	25.39	26.55	27.73	28.85	30.01	31.19	32.34	33.48
with CWEA Grade 2 Cert. +1.5%	25.77	26.95	28.14	29.28	30.46	31.66	32.83	33.98
with CWEA Grade 3 Cert. +1%	26.03	27.22	28.42	29.58	30.77	31.97	33.16	34.32
with CWEA Grade 4 Cert. +1%	26.29	27.49	28.71	29.87	31.08	32.29	33.49	34.66
LEAD FLEET MAINTENANCE MECHANIC (SUPERVISOR)								
BI-WEEKLY	2,440.80	2,531.20	2,624.00	2,763.20	2,908.80	3,060.80	3,221.60	3,383.20
MONTHLY	5,288.40	5,484.27	5,685.33	5,986.93	6,302.40	6,631.73	6,980.13	7,330.27
ANNUAL	63,460.80	65,811.20	68,224.00	71,843.20	75,628.80	79,580.80	83,761.60	87,963.20
BASE PAY RATE PER HOUR	30.51	31.64	32.80	34.54	36.36	38.26	40.27	42.29
MECHANIC								
BI-WEEKLY	2,223.20	2,312.80	2,402.40	2,493.60	2,592.00	2,676.00	2,762.40	2,849.60
MONTHLY	4,816.93	5,011.07	5,205.20	5,402.80	5,616.00	5,798.00	5,985.20	6,174.13
ANNUAL	57,803.20	60,132.80	62,462.40	64,833.60	67,392.00	69,576.00	71,822.40	74,089.60
BASE PAY RATE PER HOUR	27.79	28.91	30.03	31.17	32.40	33.45	34.53	35.62

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MIDWAY CITY SANITARY DISTRICT
SALARY SCHEDULE
EFFECTIVE JULY 1, 2022 - JUNE 30, 2023

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD SOLID WASTE WORKER (SUPERVISOR)								
BI-WEEKLY	2,514.40	2,607.20	2,702.40	2,846.40	2,996.00	3,152.80	3,318.40	3,484.80
MONTHLY	5,447.87	5,648.93	5,855.20	6,167.20	6,491.33	6,831.07	7,189.87	7,550.40
ANNUAL	65,374.40	67,787.20	70,262.40	74,006.40	77,896.00	81,972.80	86,278.40	90,604.80
BASE PAY RATE PER HOUR	31.43	32.59	33.78	35.58	37.45	39.41	41.48	43.56
SOLID WASTE DRIVER								
BI-WEEKLY	1,993.60	2,041.60	2,093.60	2,140.00	2,188.00	2,236.00	2,289.60	2,377.60
MONTHLY	4,319.47	4,423.47	4,536.13	4,636.67	4,740.67	4,844.67	4,960.80	5,151.47
ANNUAL	51,833.60	53,081.60	54,433.60	55,640.00	56,888.00	58,136.00	59,529.60	61,817.60
BASE PAY RATE PER HOUR	24.92	25.52	26.17	26.75	27.35	27.95	28.62	29.72
RELIEF DRIVER/UTILITY PERSON (with a Class B License)								
BI-WEEKLY	1,993.60	2,041.60	2,093.60	2,140.00	2,188.00	2,236.00	2,289.60	2,377.60
MONTHLY	4,319.47	4,423.47	4,536.13	4,636.67	4,740.67	4,844.67	4,960.80	5,151.47
ANNUAL	51,833.60	53,081.60	54,433.60	55,640.00	56,888.00	58,136.00	59,529.60	61,817.60
BASE PAY RATE PER HOUR	24.92	25.52	26.17	26.75	27.35	27.95	28.62	29.72
UTILITY PERSON (without a Class B License)								
BI-WEEKLY	1,652.80	1,716.00	1,775.20	1,841.60	1,911.20	1,980.00	2,092.00	2,140.80
MONTHLY	3,581.07	3,718.00	3,846.27	3,990.13	4,140.93	4,290.00	4,532.67	4,638.40
ANNUAL	42,972.80	44,616.00	46,155.20	47,881.60	49,691.20	51,480.00	54,392.00	55,660.80
BASE PAY RATE PER HOUR	20.66	21.45	22.19	23.02	23.89	24.75	26.15	26.76
LEAD SEWER MAINTENANCE WORKER (SUPERVISOR)								
BI-WEEKLY	2,514.40	2,607.20	2,702.40	2,846.40	2,996.00	3,152.80	3,318.40	3,484.80
MONTHLY	5,447.87	5,648.93	5,855.20	6,167.20	6,491.33	6,831.07	7,189.87	7,550.40
ANNUAL	65,374.40	67,787.20	70,262.40	74,006.40	77,896.00	81,972.80	86,278.40	90,604.80
BASE PAY RATE PER HOUR	31.43	32.59	33.78	35.58	37.45	39.41	41.48	43.56
with CWEA Grade 1 Cert. +3%	32.37	33.57	34.79	36.65	38.57	40.59	42.72	44.87
with CWEA Grade 2 Cert. +1.5%	32.86	34.07	35.32	37.20	39.15	41.20	43.37	45.54
with CWEA Grade 3 Cert. +1%	33.19	34.41	35.67	37.57	39.54	41.61	43.80	46.00
with CWEA Grade 4 Cert. +1%	33.52	34.76	36.03	37.94	39.94	42.03	44.24	46.46
PUMP STATION MECHANIC								
BI-WEEKLY	2,289.60	2,382.40	2,474.40	2,568.80	2,669.60	2,756.00	2,845.60	2,935.20
MONTHLY	4,960.80	5,161.87	5,361.20	5,565.73	5,784.13	5,971.33	6,165.47	6,359.60
ANNUAL	59,529.60	61,942.40	64,334.40	66,788.80	69,409.60	71,656.00	73,985.60	76,315.20
BASE PAY RATE PER HOUR	28.62	29.78	30.93	32.11	33.37	34.45	35.57	36.69
with CWEA Grade 1 Cert. +3%	29.48	30.67	31.86	33.07	34.37	35.48	36.64	37.79
with CWEA Grade 2 Cert. +1.5%	29.92	31.13	32.34	33.57	34.89	36.02	37.19	38.36
with CWEA Grade 3 Cert. +1%	30.22	31.44	32.66	33.91	35.24	36.38	37.56	38.74
with CWEA Grade 4 Cert. +1%	30.52	31.76	32.99	34.24	35.59	36.74	37.93	39.13
SEWER MAINTENANCE WORKER								
BI-WEEKLY	2,031.20	2,124.00	2,218.40	2,308.00	2,400.80	2,495.20	2,587.20	2,678.40
MONTHLY	4,400.93	4,602.00	4,806.53	5,000.67	5,201.73	5,406.27	5,605.60	5,803.20
ANNUAL	52,811.20	55,224.00	57,678.40	60,008.00	62,420.80	64,875.20	67,267.20	69,638.40
BASE PAY RATE PER HOUR	25.39	26.55	27.73	28.85	30.01	31.19	32.34	33.48
with CWEA Grade 1 Cert. +3%	26.15	27.35	28.56	29.72	30.91	32.13	33.31	34.48
with CWEA Grade 2 Cert. +1.5%	26.54	27.76	28.99	30.16	31.37	32.61	33.81	35.00
with CWEA Grade 3 Cert. +1%	26.81	28.03	29.28	30.46	31.69	32.93	34.15	35.35
with CWEA Grade 4 Cert. +1%	27.08	28.31	29.57	30.77	32.00	33.26	34.49	35.71
LEAD FLEET MAINTENANCE MECHANIC (SUPERVISOR)								
BI-WEEKLY	2,514.40	2,607.20	2,702.40	2,846.40	2,996.00	3,152.80	3,318.40	3,484.80
MONTHLY	5,447.87	5,648.93	5,855.20	6,167.20	6,491.33	6,831.07	7,189.87	7,550.40
ANNUAL	65,374.40	67,787.20	70,262.40	74,006.40	77,896.00	81,972.80	86,278.40	90,604.80
BASE PAY RATE PER HOUR	31.43	32.59	33.78	35.58	37.45	39.41	41.48	43.56
MECHANIC								
BI-WEEKLY	2,289.60	2,382.40	2,474.40	2,568.80	2,669.60	2,756.00	2,845.60	2,935.20
MONTHLY	4,960.80	5,161.87	5,361.20	5,565.73	5,784.13	5,971.33	6,165.47	6,359.60
ANNUAL	59,529.60	61,942.40	64,334.40	66,788.80	69,409.60	71,656.00	73,985.60	76,315.20
BASE PAY RATE PER HOUR	28.62	29.78	30.93	32.11	33.37	34.45	35.57	36.69

MIDWAY CITY SANITARY DISTRICT
SALARY SCHEDULE
EFFECTIVE JULY 1, 2023 - JUNE 30, 2024

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD SOLID WASTE WORKER (SUPERVISOR)								
BI-WEEKLY	2,589.60	2,685.60	2,783.20	2,932.00	3,085.60	3,247.20	3,417.60	3,589.60
MONTHLY	5,610.80	5,818.80	6,030.27	6,352.67	6,685.47	7,035.60	7,404.80	7,777.47
ANNUAL	67,329.60	69,825.60	72,363.20	76,232.00	80,225.60	84,427.20	88,857.60	93,329.60
BASE PAY RATE PER HOUR	32.37	33.57	34.79	36.65	38.57	40.59	42.72	44.87
SOLID WASTE DRIVER								
BI-WEEKLY	2,053.60	2,103.20	2,156.80	2,204.00	2,253.60	2,303.20	2,358.40	2,448.80
MONTHLY	4,449.47	4,556.93	4,673.07	4,775.33	4,882.80	4,990.27	5,109.87	5,305.73
ANNUAL	53,393.60	54,683.20	56,076.80	57,304.00	58,593.60	59,883.20	61,318.40	63,668.80
BASE PAY RATE PER HOUR	25.67	26.29	26.96	27.55	28.17	28.79	29.48	30.61
RELIEF DRIVER/UTILITY PERSON (with a Class B License)								
BI-WEEKLY	2,053.60	2,103.20	2,156.80	2,204.00	2,253.60	2,303.20	2,358.40	2,448.80
MONTHLY	4,449.47	4,556.93	4,673.07	4,775.33	4,882.80	4,990.27	5,109.87	5,305.73
ANNUAL	53,393.60	54,683.20	56,076.80	57,304.00	58,593.60	59,883.20	61,318.40	63,668.80
BASE PAY RATE PER HOUR	25.67	26.29	26.96	27.55	28.17	28.79	29.48	30.61
UTILITY PERSON (without a Class B License)								
BI-WEEKLY	1,702.40	1,767.20	1,828.80	1,896.80	1,968.80	2,039.20	2,154.40	2,204.80
MONTHLY	3,688.53	3,828.93	3,962.40	4,109.73	4,265.73	4,418.27	4,667.87	4,777.07
ANNUAL	44,262.40	45,947.20	47,548.80	49,316.80	51,188.80	53,019.20	56,014.40	57,324.80
BASE PAY RATE PER HOUR	21.28	22.09	22.86	23.71	24.61	25.49	26.93	27.56
LEAD SEWER MAINTENANCE WORKER (SUPERVISOR)								
BI-WEEKLY	2,589.60	2,685.60	2,783.20	2,932.00	3,085.60	3,247.20	3,417.60	3,589.60
MONTHLY	5,610.80	5,818.80	6,030.27	6,352.67	6,685.47	7,035.60	7,404.80	7,777.47
ANNUAL	67,329.60	69,825.60	72,363.20	76,232.00	80,225.60	84,427.20	88,857.60	93,329.60
BASE PAY RATE PER HOUR	32.37	33.57	34.79	36.65	38.57	40.59	42.72	44.87
with CWEA Grade 1 Cert. +3%	33.34	34.58	35.83	37.75	39.73	41.81	44.00	46.22
with CWEA Grade 2 Cert. +1.5%	33.84	35.10	36.37	38.32	40.32	42.43	44.66	46.91
with CWEA Grade 3 Cert. +1%	34.18	35.45	36.73	38.70	40.73	42.86	45.11	47.38
with CWEA Grade 4 Cert. +1%	34.52	35.80	37.10	39.09	41.13	43.29	45.56	47.85
PUMP STATION MECHANIC								
BI-WEEKLY	2,358.40	2,453.60	2,548.80	2,645.60	2,749.60	2,838.40	2,931.20	3,023.20
MONTHLY	5,109.87	5,316.13	5,522.40	5,732.13	5,957.47	6,149.87	6,350.93	6,550.27
ANNUAL	61,318.40	63,793.60	66,268.80	68,785.60	71,489.60	73,798.40	76,211.20	78,603.20
BASE PAY RATE PER HOUR	29.48	30.67	31.86	33.07	34.37	35.48	36.64	37.79
with CWEA Grade 1 Cert. +3%	30.36	31.59	32.82	34.06	35.40	36.54	37.74	38.92
with CWEA Grade 2 Cert. +1.5%	30.82	32.06	33.31	34.57	35.93	37.09	38.31	39.51
with CWEA Grade 3 Cert. +1%	31.13	32.38	33.64	34.92	36.29	37.46	38.69	39.90
with CWEA Grade 4 Cert. +1%	31.44	32.71	33.98	35.27	36.65	37.84	39.08	40.30
SEWER MAINTENANCE WORKER								
BI-WEEKLY	2,092.00	2,188.00	2,284.80	2,377.60	2,472.80	2,570.40	2,664.80	2,758.40
MONTHLY	4,532.67	4,740.67	4,950.40	5,151.47	5,357.73	5,569.20	5,773.73	5,976.53
ANNUAL	54,392.00	56,888.00	59,404.80	61,817.60	64,292.80	66,830.40	69,284.80	71,718.40
BASE PAY RATE PER HOUR	26.15	27.35	28.56	29.72	30.91	32.13	33.31	34.48
with CWEA Grade 1 Cert. +3%	26.93	28.17	29.42	30.61	31.84	33.09	34.31	35.51
with CWEA Grade 2 Cert. +1.5%	27.34	28.59	29.86	31.07	32.31	33.59	34.82	36.05
with CWEA Grade 3 Cert. +1%	27.61	28.88	30.16	31.38	32.64	33.93	35.17	36.41
with CWEA Grade 4 Cert. +1%	27.89	29.17	30.46	31.70	32.96	34.27	35.52	36.77
LEAD FLEET MAINTENANCE MECHANIC (SUPERVISOR)								
BI-WEEKLY	2,589.60	2,685.60	2,783.20	2,932.00	3,085.60	3,247.20	3,417.60	3,589.60
MONTHLY	5,610.80	5,818.80	6,030.27	6,352.67	6,685.47	7,035.60	7,404.80	7,777.47
ANNUAL	67,329.60	69,825.60	72,363.20	76,232.00	80,225.60	84,427.20	88,857.60	93,329.60
BASE PAY RATE PER HOUR	32.37	33.57	34.79	36.65	38.57	40.59	42.72	44.87
MECHANIC								
BI-WEEKLY	2,358.40	2,453.60	2,548.80	2,645.60	2,749.60	2,838.40	2,931.20	3,023.20
MONTHLY	5,109.87	5,316.13	5,522.40	5,732.13	5,957.47	6,149.87	6,350.93	6,550.27
ANNUAL	61,318.40	63,793.60	66,268.80	68,785.60	71,489.60	73,798.40	76,211.20	78,603.20
BASE PAY RATE PER HOUR	29.48	30.67	31.86	33.07	34.37	35.48	36.64	37.79