

McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640 McCloud, California 96057 Phone (530) 964-2017 Fax (530) 964-3175 e-mail mcsd@ci.mccloudcsd.ca.us

REGULAR MEETING OF THE BOARD OF DIRECTORS SCOUT HALL - 405 E. COLOMBERO DRIVE May 24, 2021 at 6:00 P.M.

AGENDA

The McCloud Community Services District welcomes you to this meeting. This agenda contains brief general descriptions of each item to be considered at this meeting by the Board of Directors. If you wish to speak on an item on the agenda, you will be provided the opportunity to do so prior to consideration of the item by the Board. If you wish to speak on an item that is not on the agenda, you are welcome to do so during the Public Comment portion of the meeting. Persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. When addressing the Board, please state your name for the record prior to providing your comments. Please address the board as a whole through the President. Comments to individual Board members or staff are not permitted.

All documentation supporting the items on this agenda are available for public review in the District office, 220 W. Minnesota Avenue, McCloud CA 96057, during normal business hours of 9:00 a.m. to 12noon and 1:00 pm to 4:00 p.m. Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (530) 964-2017.

1. Call to Order

2. Pledge of Allegiance

3. Approval of Minutes: Discussion/action regarding approval of the minutes of the Regular Meeting of May 10, 2021

4. Announcement of Events:

5. Communications:

6. Reports:

- A. General Manager- Verbal
- B. Finance Officer- No report
- C. Fire Chief- No report
- D. Public Works Superintendent- No report
- E. Directors
- F. Committees

7. Consent Agenda:

A. Approval of Expenses in the amount of \$14,961.57

B. Approval of the Second and final reading of MCSD Policy 1060 Exhibit A, Dumpster Rental Agreement

8. Old Business:

A. Discussion/possible action regarding the second and final reading of MCSD Ordinance No. 2 Collection of Service Charges

9. New Business:

- A. Discussion/possible action regarding the first reading of MCSD Policy 1062 Park Fee Schedule
- B. Discussion/possible action regarding the first reading of MCFD Shift Firefighter Program
- C. Discussion/possible action regarding the MCSD Memorandum of Understanding (MOU)
- **D. Discussion/possible action** regarding the possible donation of an ambulance from the City of Berkeley
- **10. Public Comment:** This time is provided to receive information from the public regarding issues that **do not** appear on the agenda (persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board).
- 11 Adjourn

MCSD Mission Statement

McCloud Community Services District will strive to provide the full range of municipal services, at a reasonable cost applied consistently to all customers, while maintaining a healthy infrastructure and environmental integrity.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS May 10, 2021

A regular meeting of the Board of Directors of the McCloud Community Services District was called to order at 6:00 p.m. at the Scout Hall. Four Directors (Richey, Hanson, Young, Zanni) were present, M. Rorke was absent. Also present were General Manager Amos McAbier, Public Works Superintendent Richie Fesler, Fire Chief Charlie Miller, Finance Officer Mike Quinn and District Secretary Andrea Mills.

1. Call to Order

2. Pledge of Allegiance.

3. Approval of Minutes:

A. Discussion/action regarding approval of the minutes of the Regular Meeting of April 26, 2021

C. Richey made a motion to approve the minutes of the Regular Meeting of April 26, 2021; seconded by R. Zanni. Motion passed with 3 ayes(Richey, Hanson, Zanni), 1 abstain, C. Young and 1 absent, M. Rorke.

B. Discussion/possible action regarding the approval of the minutes of the Regular Meeting of the Board on April 12, 2021 (this was mis-labeled as Special Meeting and mis-spoken at the last meeting approval)

C. Young made a motion to approve the minutes of the Regular Meeting of the Board on April 12, 2021; seconded by R. Zanni. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

4. Announcement of Events: None

5. Communications: None

6. Reports:

A. General Manager-Amos McAbier reported that the grant was approved to rebuild the spring house and that everything is still within the estimates, although building supply costs have increased substantially because there was a \$70,000 contingency in the grant. Soil testing still needs to be done at the spring house.

B. Finance Officer-*Mike Quinn reported that he is waiting for bids for future audits and covered items mentioned in his written report.*

C. Fire Chief- see Charlie Miller's written report.

D. Public Works Superintendent- verbal report *from Richie Fesler stated that all outside water has been turn on and that they are interviewing candidates for the part-time park job.*

E. Directors-No reports

F. Committees-

Finance and Audit reported they discussed the budget and the audit. Safety Committee discussed re-opening the office and possible PPE renewals. Fire Department Committee discussed CALOSHA effect on Fire Department safety and a grant to fund a washing machine for PPE.

Courthouse Committee discussed the removal of the cottonwood trees and installing a ramp at the entrance.

7. Consent Agenda:

A. Approval of Expenses in the amount of \$11,694.47

C. Young made a motion to approve the minutes of the Regular Meeting of the Board on April 12, 2021; seconded by R. Zanni. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

B. Second and final reading of MCSD Policy 2420 Unlawful Harassment Including Sexual Harassment

This item was separated from the Consent agenda by M. Hanson. C. Richey made a motion to approve the Second and final reading of MCSD Policy 2420 Unlawful Harassment Including Sexual Harassment; seconded by C. Young. Motion failed with 2 ayes(young, Richey) and 2 nays(Hanson, Zanni), 1 absent, M. Rorke.

Discussion included the necessity to make small changes to our policy when Federal Labor Laws cover this subject.

8. Old Business:

A. Discussion/possible action regarding the Second reading of MCSD Policy 3025-District Financial Reserves

C. Richey made a motion to approve the Second and Final reading of MCSD Policy 3025-District Financial Reserves; seconded by M. Hanson. Motion passed with 4 ayes(Young, Richey, Zanni, Hanson) 1 absent, M. Rorke.

9. New Business:

A. Presentation/discussion by Leslie Hopper-Keeping the Stars Bright

A presentation along with handouts was given by Leslie Hopper regarding the potential health effects of artificial light sources on residents and animals.

B. Discussion/possible action of the 2018-19 MCSD Audit

R. Zanni made a motion to approve the 2018-2019 MCSD Audit with corrections. C. Richey seconded. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

C. Discussion/possible action regarding the additional cost in the amount of \$2,750.00

to have James Marta personally present the 2018-19 audit at a MCSD Board meeting. *No action was taken on this matter as the Audit has been approved.*

D. Discussion/possible action regarding the first reading of MCSD Policy 1060 Attachment A, Dumpster Rental Agreement

M. Hanson made a motion to approve the first reading of MCSD Policy 1060 attachment A, Dumpster Rental Agreement; seconded by C. Young. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

E. Discussion/possible action regarding Resolution No. 2, 2021 Salary Schedule

R. Zanni made a motion to approve Resolution No. 2, 2021 Salary Schedule; Seconded by M. Hanson. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

F. Discussion/possible action regarding removal of the cottonwood trees at the old McCloud Courthouse, and using district equipment for the trees and stumps removal.

R. Zanni made a motion to approve the removal of the cottonwood trees and allow the use of MCSD equipment. Seconded by C. Richey. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) I absent, M. Rorke

G Discussion /possible action regarding hiring land surveyor to create a master map with our water line and road easements to and from the towns water tanks. And physically mark our water line easements leaving the water tanks.

R. Zanni made a motion to approve contract with Terrance Campbell Land Surveying to survey and map our easements associated for \$2,835.00. Seconded by C. Richey. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

H. Discussion /possible action receive guidance from our water attorney regarding use of our water line easements for the towns water supply maintenance needs.

R. Zanni made a motion to hire Andrew Ramos to review our deeded easements, not to exceed \$2000.00 from the reserve account; seconded by C. Young. Motion passed with 4 ayes (Young, Richey, Zanni, Hanson) 1 absent, M. Rorke

I. Discussion/ possible action regarding purchasing materials for water tank cleaning maintenance.

No action taken, waiting for additional information

10. Public Comment: This time is provided to receive information from the public regarding issues that **do not** appear on the agenda (persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board).

11 Adjourn 7:50 P.M.

Catherine Young/President of the Board

Andrea Mills/Secretary of the Board

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MCCLOUD COMMUNITY SERVICES DISTRICT Claim Approval List For the Accounting Period: 5/21

BANNER BANK

* Over spent expenditure

Claim/	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ I Line \$	Disc \$	# 04	Fund Org Acct	g Acct	Object Proj	Cash Account
10068 REPAIF	10068 1016 ALLSTAR REPAIR/REPLACE CORRODED SCBA 231380 04/23/21 REPAIR 231623 05/04/21 (10) G1	*** Claim from Fire Equipment, Inc. BATTERY PC BOARD. PUR CORRODED SCBA BATTERY CORRODED SCBA BATTERY .oves & (3) Helments Total for Vend	her period (1,788.79 E (10) GLOVES 119.97 1,668.82* - 1,788.79	4/21) **** , (3) Helmets	725054	* 1040 - 1040	403000 402000	* 520 * 360	101000 101000
10072 Profes	10072 1174 BAN Professional Services in 8922.0001 05/06/22 Reallocate Reall Reallocate Reall	1174 BARTKIEWICZ, KRONICK & SHANAHAN sional Services in re Ord 27 8922.0001 05/06/21 Professional Services Ord 2 Reallocate Reallocate Designated Receipts Reallocate Reallocate Designated Receipts	4,005.00* 005.00* 005.00 4,005.00		724967	3000 1010 3000	402000 101000 101000	390	101000 101000 101000
10064 EMS Me	10064 1018 BOU EMS Medication; Battery 84031406 04/20/21 84041177 04/26/21	1018 BOUND TREE MEDICAL, LLC Battery for Medical Unit 4/20/21 EMS Medication-Glucagon Kit 4/26/21 Battery for Medical Unit Total for Vendor:	period (339.67 199.85* 139.82* 339.67	« « « « « « « « « « « « « « « « « « «	725053 725052	~ 1040 ~ 1040	403000 403000	- 400	101000 101000
10066 2 new	15 Backhoe Tires - 93511 05/05/21	BROOKS COMPLETE AUTO REPAIR INC. mounted 2 new Backhoe Tires - mounted Total for Vendor:	1,392.63 1,392.63* - 1,392.63		724987	- 1010	403000	~ 520	101000
10078 Vehicl	10078 277 CROSS Vehicle Fuel 5/1/21-5/15/21 CL08528 05/15/21 Fire CL08528 05/15/21 Rear CL08528 05/15/21 Side CL08528 05/15/21 Side CL08528 05/15/21 Fire CL08528 05/15/21 Fire	OSS PETROLEUM 5/21 Fire-Chevy Tahoe #11 5/15/21 Rear Loader 5/14/21 Side Loader 5/4/21 Side Loader 5/11/21 Fire Command 1700 5/1/21 Fire Command 1700 5/4/21 Fire Command 1700 5/7/21 Fire Command 1700 5/7/21 Fire Medic 17 5/1/21 Fire Medic 17 5/9/21	768.45 60.80* 74.36 75.70 66.17* 81.65* 81.65* 81.65* 51.49*			1040 1090 1090 1040 1040 1040 1040 040	$\begin{array}{c} 4 \\ 0 \\ 2 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0$	420 420 430 430 430 430 430 430 420	101000 101000 101000 101000 101000 101000 101000 101000 101000

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MCCLOUD COMMUNITY SERVICES DISTRICT Claim Approval List For the Accounting Period: 5/21

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Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Disc \$ Line \$	# 0d	Fund Org Acct	g Acct	Object Proj	Cash Account
CL08528 CL08528	28 05/15/21 Fire Medic 17 5/14/21 28 05/15/21 Fire Squad 1740 5/3/21 Total for Vendor: *** Claim from another	60.17* 49.44* 768.45		1040 1040	403000 403000	420 420	101000 101000
10071 LTVF SCAN 6	1140 Dan Fay с ssu appirantion вор выратитате	103.00					
	© 337 AFFULCATION FOR EMA CENTIFICATE 04/27/21 SSV EMSA LIVE SCAN	72.00*	725049	1040-	402000	**345	101000
EMS A	Agency 04/27/21 SSV EMSA EMR LICENSE	31.00*	725049	1040.	402000	345	101000
	Total for Vendor:	103.00					
1001	*** Claim from another אנת המשת הם דוומחורם	:her period (4/21) **** 64 00					
Anril Finge	LUUIT TURENDINT ANN DEFI. UF UUSIICE Anril Fingernrint Anns	00.10					
April	April2021 05/06/21 Fingerprint Apps	64 • 00		- 1040	402000	- 392	101000
	Total for Vendor:	64.00 -					
	*** Claim from another	ther period (4/21) ****					
10076	71 FIRST BANKCARD - DIRECTORS 2						
Flashlights	Flashlights & Headlamps, Veh. Fuel, Water Sample Shipping	Costs					
Amazo	and Headlamps	47.39	725000	1010	403000	-400	101000
Regin	Reginatos 04/21/21 5.63 gal Gas Can-UNL @ \$3.7	21.19*	724984	1010	403000	-430	101000
Regin		102.444	724984	1010	403000	-430	101000
USPO	USPO 04/26/21 April Water Sample Shipping	27.95 -		3000	403000	-411	101000
	Total for Vendor:	198.97					
	*** Claim from another	рe					
10075		504.00					
Monthly IT	Monthly IT Billing; Stamps for Utility Bill Mailing						
04/0	04/07/21 ENPLAN	29.00* -		1010	402000	- 396	101000
04/2	04/21/21 MICROSOFT	200.00* -		1010	402000	- 396	101000
04/2	04/22/21 USPO-5 rolls-UB Mailing	275.00-	725017	1010	403000	- 411	101000
	Total for Vendor:	504.00					
	*** Claim from another	рe					
10079	69 FIRST BANKCARD - FIRE DEPT	718.85					
New Engine	n T			(((0 0 1 1 1
SIGNA	C	200.36	89052/	1040	403000	050	000101
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	04/20/21 04/20/21	2/01/2:	2001010101	1040	402000	360	101000
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MCCLOUD COMMUNITY SERVICES DISTRICT Claim Approval List For the Accounting Period: 5/21

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Claim/	(Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Disc Line \$	sc \$	Fund C	Fund Org Acct	Object Proj	Cash Account
10062 1 - m - +	Solano's	Solano's 05/03/21 Vehicle Maintenance 18.36 Total for Vendor: 718.85 *** Claim from another period (1103 General Equipment Company 249.83	18.36 : 718.85 other period (4/21) 249.83	1) ****	1040	403000	230	101000
10081 10081	76294 04	76294 04/08/21 Switches & Head Assmbly for SL 76294 04/08/21 Switches & Head Assmbly for SL Total for Vendor: *** Claim from another 11 107 MT SHASTA AREA NEWSPAPERS - Seasonal Dart-Thime Dark	se ifuck 249.83* : 249.83 . other period (4/21) 56.45	724999 1) ****	1090	403000	, 530	101000
	00031040	00031040 04/28/21 Seasonal, Part-Time Park Total for Vendor:	56.45* : 56.45 •		- 1070	402000	-397	101000
10085 Phone		116 NORTHLAND CABLE - FIRE & Internet Services May2021 05/03/21 Phone & Internet Services Total for Vendor :	92.72 92.72* : 92.72		- 1040	402000	1 320	101000
10086 Distr	5 :ict Offic May2029	<pre>10086 117 NORTHLAND CABLE - MCSD District Office Phone, Internet, & Equipment May2029 05/03/21 Office Phone, Internet, & Equ Total for Vendor:</pre>	299.46 299.46 299.46		- 1010	402000	- 320	101000
10087 Scout		1143 NORTHLAND Hall Phone & Internet May2021 05/03/21 Phone & Internet Total for Vendor: *** Claim from another	137.14 137.14* : 137.14* : 137.14	****	- 1020	402000	, 320 ,	101000
10063 April		~ Н		1) ***	- 1060	403000	- 450	101000
Ant B	Bait, Prop McCldMkt MtnMkts	10061 1040 Petty Cash - MCSD Ant Bait, Propane, Batteries McCldMkt 03/04/21 Ant Bait MtnMkts 03/29/21 Propane	60.58 7.91 39.60		1010 1010	403000 403000	400 400	101000 101000

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MCCLOUD COMMUNITY SERVICES DISTRICT Claim Approval List For the Accounting Period; 5/21

BANNER BANK
* ... Over spent expenditure

Claim/ C	Check Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Disc \$ Line \$	PO #	Fund Org Acct	g Acct	Object Proj	Cash Account
	<pre>McCldMkt 04/14/21 Batteries</pre>	13.07 : 60.58 ' :other period (4/21) **** 122.50		- 1010	403000	- 400	101000
Legal Se 42	Services 4272 05/01/21 Legal Services Total for Vendor :	:: 122.50		~ 1010	402000	060 -	101000
10088 Reimbursement Solanos	1141 Rick Hanson rsement for Old Courthouse Expenses Solanos 05/19/21 Reimb for Old Courthouse Expe Total for Vendor:	354.82 : 354.82* :: 354.82 -	724922	1075	403000	► 510	101000
10070 D Size Oxygen 012241 C	1038 SCOTT VALLEY R (2) 14/28/21 (2) D Size Me	30.00* 30.00* 30.00*	724693	1040	403000	007、	101000
10080 WordPres 00	<pre>10080 1048 Silver Rockets WordPress Monthly Maintenance 000843 05/10/21 WordPress Monthly Maintenance Total for Vendor:</pre>	50.00 50.00* 50.00 -		- 1010	402000	96 17 1	101000
10065 Lock for 27 27 27	<pre>10065 169 SOLANOS HOME IMPROVEMENT CNTR Lock for Mud Creek; String for Park Trimmer; 9 volt B 276781 05/07/21 Lock for Mud Creek 276780 05/07/21 String for Park Trimmer 276999 05/11/21 9 volt Batteries Total for Vendor:</pre>	52.34 Batteries 24.60 - 9.55 - 18.19 - :: 52.34	724998 724998 724998	3000 1070 1010	403000 403000 403000	4 0 0 4 0 0 4 0 0 0 0 0 0 0 0 0 0 0 0 0	101000 101000 101000
10090 Exam Fee Gr	10090 401 State Water Resources Control Exam Fee-Wtr Dist'n Oper D2 Grade D2 05/04/21 Exam Fee-Wtr Dist'n Oper D2 Total for Vendor:	65.00 65.00 ::		0000E 1	402000	1 00 0	101000

05/19/21 12:05:01

MCCLOUD COMMUNITY SERVICES DISTRICT Claim Approval List For the Accounting Period: 5/21

BANNER BANK * ... Over spent expenditure

Claim/ Check	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Disc \$ Line \$	# 04	Fund Org Acct	1	Object Proj	Cash Account
10069 LIVE SC L	CAN RE-IM DOJ 04/27 DOJ 04/27 DDJ 04/27 DMV 04/27	<pre>10069 **** Claim from anot LIVE SCAN RE-IMBURSEMENTS DOJ 04/27/21 LIVE SCAN REIMB-EMR DOJ 04/27/21 LIVE SCAN REIMB-FIRE DEPT DOJ 04/27/21 LIVE SCAN REIMB-FIRE DEPT DMV 04/27/21 LIVE SCAN REIMB-OWV Total for Vendor:</pre>	*** Claim from another period (4/21) **** RRY 171.00 EMR 79.00* - FIRE DEPT 30.00* - DMV 62.00* - Total for Vendor: 171.00	725056 725056 725056	1040 1040 1040	402000 402000 402000	1 3 4 5 3 4 4 5 1 3 4 4 5	101000 101000 101000
10083 May 202 M M	21 Cell F May2021 0 May2021 0 May2021 0 May2021 0	<pre>10083 255 VERIZON WIRELESS - MCSD May 2021 Cell Phone Services May2021 05/01/21 Cell Phones May2021 05/01/21 Pws Phone, On Call, Gm Phone May2021 05/01/21 Fire Chief, Ambulance Phones May2021 05/01/21 Fire Chief, Ambulance Phones</pre>	322.80 120.03 - 100.52 ~ 102.25* ~ 322.80		-1010 -1010 -1040	402000 402000 402000	320 320 320	101000 101000 101000
10077 Ambulan 2 2 2 2 2 2 2	nce Billi 2104028 0 2104028 0 2104028 0 2104028 0	<pre>10077 170 WITTMAN ENTERPRISES, LLC Ambulance Billing Services for Feb, Mar, April 2021 2104028 05/17/21 Feb Ambulance Billing Service 2104028 05/17/21 Mar Ambulance Billing Service 2104028 05/17/21 Apr Ambulance Billing Service 200404040404040404040404040404040404040</pre>	1,664.55 352.75 891.37. 420.43 1,664.55 Total: 14,961.57		, 1040 - 1040 - 1040	402000 402000 402000	, 394 994 994	101000 101000 101000

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Fund/Account	Amount	nt
1010 GENERAL		
101000 Operating Cash	\$-1	\$-1,166.07
1020 DIRECTORS		
101000 Operating Cash		\$137.14
1040 FIRE		
101000 Operating Cash	\$ 2 \$	\$5,572.60
1060 LIGHTS		
101000 Operating Cash	\$1	\$1,349.02
1070 PARKS		
101000 Operating Cash		\$66.00
1075 Park - Old McCloud Courthouse Project		
101000 Operating Cash		\$354.82
1090 REFUSE		
101000 Operating Cash		\$520.51
3000 WATER		
101000 Operating Cash	\$ 8	\$8,127.55
Đ	Total: \$14	\$14,961.57

MCCLOUD COMMUNITY SERVICES DISTRICT Claim Approval Signature Page For the Accounting Period: 5 / 21

, 1965."

The foregoing claims are approved for payment in the manner provided by Resolution #3, dated November 8,	manner provided by Resolution #3, dated November 8,
Prepared by:	
Reviewed by:	
Claims Total: \$14,961.57	
Signature #1	
Signature #2	Signature #4

Signature #3

Signature #5



McCloud Community Services District

220 West Minnesota Avenue | P.O. Box 640 | McCloud, California 96057 Phone (530) 964-2017 | Fax (530) 964-3175 | Email mcsd@ci.mccloudcsd.ca.us

ATTACHMENT A

DUMPSTER RENTAL AGREEMENT

Temporary dumpster rentals are available at the rate established in Policy 1060 -Miscellaneous Fee Schedule. Prepayment is required. Additional collections are established by Policy 1060 - Miscellaneous Fee Schedule.

DUMPSTERS ARE AVAILABLE FOR RENT FOR A MAXIMUM OF TWO WEEKS INCLUDING ADDITIONAL COLLECTIONS

If dumpsters are kept longer than the two-week period allowed you will become subject to the monthly dumpster rate.

ITEMS NOT ALLOWED IN DUMPSTERS

Appliances – Refrigerators, stoves (ovens and ranges), microwave ovens, etc. (including all household appliances), hot water heaters, televisions, radios, stereos or computers (including monitors).

Construction Materials – waste lumber, roofing material, shingles, sinks, tubs, showers, toilets, faucets, doors, etc.

Green Waste - grass, brush, shrub trimmings, tree trimmings, apples - all vegetation.

Hazardous Waste – any waste material or mixture of material which is toxic, corrosive, flammable, or an irritant (including paint, paint thinner, motor oil, fuel, or pesticides).

Motor Vehicle Parts - tires, rims, batteries, seats, engine or vehicle parts.

Other – Bed frames or box springs, bicycles, pipes, bars or any item not normally placed in household trash cans.

I have read the above information and understand and agree to the terms.

Signature		Date:
Address	_ Phone #	
Dumpster will be scheduled for final pick-up by d	ate:	unless otherwise requested.

Size Dumpster_____ Additional pick up is available Tuesdays and Fridays(only) for \$_____

7b mcsd 1060 exhibit a dumpster rental agreement.docx\\mcsd-fs\MCSD-Docs\Office General Files\Agenda Support Docs\2021 Meetings\052421 RM\7B MCSD 1060 Exhibit A Dumpster Rental Agreement.docx

McCLOUD COMMUNITY SERVICES DISTRICT

ORDINANCE NO. 2

AN ORDINANCE REGULATING THE COLLECTION OF SERVICE CHARGES

BE IT ORDAINED by the Board of Directors of the McCloud Community Services District as follows:

ADMINISTRATION: The administration of this ordinance shall be the responsibility of the General Manager of the District and all service charges due the District shall be paid to the Finance Officer. *McCloud Community Services District*.

MONTHLY SERVICE CHARGE: The Board of Directors shall, by resolution, fix the rates to be charged for services rendered.

PAYMENT OF CHARGES: Service charges due the District may be paid at the District office, or by mail, *or electronically*. Service charges may be paid in advance of due date.

COLLECTION OF DELINQUENT CHARGES: The Finance Officer *or designee* shall maintain a roster *record* of delinquent charges and penalties due the District, and at least once each six (6) months, said roster *record* together with a description of the premises, *address or APN*, served shall be signed by the Finance Officer and the President of the Board *or General Manager* and recorded with the Siskiyou County Recorder as a lien upon the properties served. Such lien shall have the same force, effect, priority and duration as to the property described as would the lien or abstract of judgment against the owner of the real property at the time such list is recorded and may be enforced in like manner.

I HEREBY CERTIFY that the foregoing Ordinance #2 was introduced and read at a regular meeting of the Board of Directors of the McCloud Community services District on the 29th day of March 1966 and was duly adopted by the following vote:

AYES: Bishop, Cattuzzo, Hicklin, McArdle, Memeo NOES: None ABSENT: None

Dated: March 29, 1966

Duly signed by A.A. Memeo, President of the Board and Harry Hicklin, Secretary of the Board.

Ordinance 2 – Collection of Service Charges Effective 29 March 1966 Page 1 of 1

McCLOUD COMMUNITY SERVICES DISTRICT Policy and Procedure Manual

POLICY TITLE:	Park Fee Schedule
POLICY NUMBER:	1062
ADOPTED:	October 12, 2004
REVISED:	September 23, 2013; January 28, 2019
REVIEWED:	07/25/11; 08/12/13; 01/09/19

1062.10 The McCloud Community Park is maintained through annual property taxes. With the exception of the Scout Hall and concession stand all facilities are normally available on a first come basis. Those who wish to reserve the park facilities for special events are required to pay a fee based upon park facilities used.

1062.10.1 The fee is based upon the cost to the District for preparation, maintenance and inspection of the facilities used for special events. Fees are for the most part established when the annual budget is approved and are not subject to waiver, except as noted in paragraphs 1062.20 and 1062.70.

1062.10.2 Park reservation fees are listed herein.

1062.20 The following organizations listed have an on-going need for the use of District sports fields located in Hoo Hoo Park to provide local youth sports activities. These organizations have agreed to assist in the setup, maintenance and inspection of sports fields thereby reducing the cost for the District to service such facilities during the sports seasons. The District may require a Memorandum of Understanding (MOU) clearly establishing the rights and responsibilities of the parties utilizing the District sports fields.

1062. 20.1 McCloud Recreation Council

1062. 20.2 McCloud Community Resource Center

1062. 20.3 McCloud High School

1062. 20.4 McCloud Elementary School

1062.30 An application shall be submitted to the District for all event reservations. The following insurance requirements shall apply to all parties reserving the park or its facilities.

1062.30.1 The General Manager may require a certificate of insurance naming the District as additionally insured for any event that is deemed to place the District at risk of liability. The General Manager may require a certificate of insurance with separate policy endorsement naming the District as additionally insured pursuant to

MCSD 1062 Park Fee Schedule Page 1 of 3 the provisions of Ordinance 10. Minimum insurance requirements are:

1062.30.1.1 \$1,000,000 for higher-risk events such as organized sporting events and events at which alcohol is sold to the general public.

1062.40 All reservations are deemed to be on a "per event" basis.

1062.50 The capacity of the Scout Hall is 98 persons.

1062.60 The use of tables and chairs in Scout Hall are included in the rental fee. However, they must not be removed from the building.

1062.70 McCloud Scout troops are not charged for the use of the Scout Hall.

1062.80 District staff shall inspect facilities before and after reservations and the renting party shall be charged the cost for any damage discovered to the facilities rented or cleanup required to return the rented facility to pre-rental conditions, other than the removal of normal refuse produced and placed in appropriate containers on site.

Clean-up includes all areas of the park and removal of trash.

1062.80.1 Costs associated with District labor for cleanup and materials and labor for repairs shall be billed on a time and materials basis in accordance with the hourly rates detailed in Policy 1060, Miscellaneous Fee Schedule. The District reserves the right to contract with a third-party contractor for repairs caused by renter negligence and bill the renter the invoice cost of such repairs.

1062.90 Reservations of District facilities may be made up to the last business day prior to the event as long as all the requirements have been met. Reservations are only confirmed once the reservation application, all payments and deposits are received.

1062.90.1 Reservations may be cancelled eleven (11) working days or more prior to the event and a full refund of fees and deposits will be provided.

1062.90.2 Reservations cancelled within ten (10) working days of the reserved event are subject to a 25% cancellation fee. In such cases, the District will return the deposit and 75% of the applicable rental fee.

1062.90.3 To qualify for the residential rental fee, the person or organization paying and providing the insurance for the event must reside within the District boundaries.

		Non	
Facility	Resident	Resident	Deposit
Scout Hall Meeting Rate (1-3 hours)***	\$30.00	\$75.00	\$100.00
Scout Hall Day Rate***	\$75.00	\$200.00	\$100.00
Scout Hall Day Rate for Out-of-Area Scout Troops***	0.00	\$75.00	\$100.00
Scout Hall Overnight Rate***	\$125.00	\$250.00	\$100.00
Scout Hall Overnight Rate for Out-of-Area Scout Troops***	0.00	\$100.00	\$100.00
Gazebo Area (Single Day/Night Use)	\$100.00	\$225.00	\$100.00
Single Gazebo (Single Day/Night Use)	\$25.00	\$50.00	\$25.00
Any Ball Field (Single Day/Night Use)	\$30.00	\$75.00	\$100.00
Ball Field Light (Single Night Use)	\$10.00	\$20.00	
Weekly Practice (Multiple Day/Night Use in One Week)	\$100.00	\$250.00	\$100.00
Concession Stand (Single Day/Night Use)***	\$40.00	\$80.00	\$100.00
Entire park (with Scout Hall – excluding playground area) ⁱ	\$800.00	\$1,500.00	\$600.00
Park Lawn Area Above Gazebos (Single Day/Night Use)	\$150.00	\$350.00	\$100.00
Park Lawn Area Above Fenced Field (Single Day/Night Use)	\$100.00	\$225.00	\$100.00
Pavilion Area	\$150.00	\$350.00	\$150.00
Bocce Ball Courts/Horse Shoe Pit	\$15.00	\$25.00	
***During Covid-19 restrictions these areas are subject to a			
\$42.00 sanitizing fee per rental area.			
Board Approved Special Ev	ents		
MCBC Summer Fun Drogrom (Un to 22, 4 hour Events)	\$125.00		\$100.00
MCRC Summer Fun Program (Up to 32, 4-hour Events) Recreation Council Fiesta 3 Days	\$125.00		\$100.00
Restantin Council Picsta 5 Days	φ200.00		\$000.00

ⁱ The playground area of the park cannot be reserved and must remain open to everyone regardless of events and/or other reservations.

McCloud Volunteer Fire Department

PO Box 640 McCloud, CA 96057

(530) 964-2017

"Always Ready – Always Willing"



SHIFT FIREFIGHTER PROGRAM PROPOSAL

SHIFT FIREFIGHTER PROGRAM

Objectives and Overview

The McCloud Fire Department Shift Firefighter Program will strive to provide at least ten (10) trained firefighter/emergency medical service staff on a shift schedule as part of the McCloud Volunteer Fire Department. This program is necessary to ensure the that the mission of the fire department is achieved.

The program is intended to address two major objectives:

- The first focuses on providing a level of service to the community that will meet emergency response needs, as well as day to day station responsibilities without becoming a financial hardship to the citizens of the community.
- The Shift Firefighter Program provides an opportunity for interested individuals to further their fire service professional development by becoming affiliated with the agency. Program members will regularly participate in fire and EMS training and education that assists them in potentially becoming a professional firefighter/EMS provider. Shift Firefighters can also expect to participate in special projects, meetings, personal development, and public education/relation work within the community, alongside staff and volunteers. Shift Firefighters will also respond to emergency incidents and work under the direct supervision of the on-duty Chief Officer (Duty Chief).

Shift Program Benefits to Shift Firefighters

The Shift Program is designed to offer program members the opportunity for training and response experience in a firehouse setting. For those that are seeking a career in the fire service or emergency medical services fields, the program provides the opportunity for advanced fire service training and incident response experience. Another major benefit to program members is that the MCFD Administrative staff are qualified to sign off CA State Fire Marshal's Firefighter 2 Taskbooks. Successful candidates also can receive letters of recommendation from our department that can greatly aid them in their pursuit of employment.

Application and Requirements

To ensure quality of the program it is essential that all participants have a good understanding of the requirements and expectations of the program. Volunteers that choose to participate will be required to read and sign the "Shift Program Agreement" and attend a program orientation. This program will follow Equal Opportunity Policies. The Shift Program offers opportunity to both male and female alike, promoting a co-ed environment. It is expected that all participants will have the utmost respect for one-another.

There are three levels of eligibility.

- Graduation from an approved fire academy.
 - Must possess Firefighter 1 certification.
 - Must possess a minimum of Title 22 First Responder medical certification.
 - Possess a valid class C driver license.
 - Must provide live scan, fit test and NFPA 1583 Medical Physical.
 - Approval from the MCSD General Manager and the MCFD Fire Chief.
- Be a currently enrolled student in good standing at an approved Firefighter 1 academy or an approved EMS program.
 - Must possess a minimum of Title 22 First Responder medical certification.
 - Valid class C driver license.
 - Must provide live scan, fit test and NFPA 1583 Medical Physical.
 - Approval from the MCSD General Manager and the MCFD Fire Chief.
- Be a member of another fire department.
 - Program member must provide a letter from their Fire Chief confirming position requirements (Live Scan, NFPA 1583 Medical Physical and fit test) are met and the outside agency will provide workers compensation insurance for the participant.
 - Must provide their home department personal protective equipment.
 - Approval from the MCSD General Manager and the MCFD Fire Chief.

<u>Shift scheduling</u>

A Shift Firefighter will be required to work at least four 8-hour shifts per month (Minimum 36 hours). Scheduling of a shift by a program member is a commitment to the fire department and to the community we serve. It must be taken very seriously. While allowances can and will be made for special circumstances, continued disregard, and failure to keep scheduling commitments or not follow policies will result in termination from the program. In the case of sickness or a family emergency, a minimum 24-hour notice requesting a schedule change is acceptable. The Duty Chief will assist the Shift Firefighter in finding a replacement.

<u>Shift duty assignments</u>

The priority for duty crews is to be ready and available for response as needed. The maintaining of crew integrity is essential. In addition, it is the responsibility of all members of a duty crew to participate in all daily assignments including but not limited to

- Station duties assignments
- Training assignments
- Apparatus and equipment maintenance/cleaning assignments,
- Public education and fire prevention assignments
- o Community events as scheduled

The Duty Chief will communicate the shift activities to all crew members at the beginning of each shift and will update the Duty Chief (next shift) of the status of assignments.

Each duty crew is required to complete a minimum of one hour of training per shift. Training can be tailored to match current department training topics, EMS related topics and can be assigned as computer-based training as weather dictates.

Station maintenance and cleanliness

Fire department property should be in a condition that is always presentable to the public. Personnel participating in the Shift Program are expected to take pride and ownership in the duty quarters being provided as well as all fire department property. The Duty Chief is responsible for the overall daily maintenance of duty quarters and will see that the following station maintenance plan is strictly adhered to.

- Ensure all kitchen areas are clean and neat All foods shall be purged when expired.
- All shared duty spaces are to be kept clean of debris, waste, garbage, clothing items and general clutter.
- Trash cans in all areas are to be emptied daily or as needed.
- Bathroom areas, sinks and toilets are to be always kept clean.
- Floors in all areas of the duty quarters are to be maintained as needed.
- Occasional repairs and or additional maintenance of the facility will be assigned as needed as part of a shift assignment by the Duty Chief.

Dress code and hygiene requirements

All Shift Program members are expected to maintain a high level of personal hygiene. Uniforms are required to be clean and in good condition; rips, tears and holes in clothing is unacceptable. While on duty, identifiable McCloud Fire Department t-shirts are to be worn. Uniform shirt and pants are to be worn during any community presentation or event and during fire inspection, shopping, or other department activities.

<u>Response guidelines</u>

On-duty Shift Firefighters are expected to be always available during their assigned shift for emergency response to incidents with-in the McCloud Fire Department response policies (MCSD Policy 7080). The duty crew is not to re-assign themselves to another response while on a response without a direct order to do so by the Duty Chief.

Program Costs

Program Year July 1, 2021 to June 30, 2022

ltem	Quantity	Cost	Total
Worker's Compensation	10/Year	\$309.00 could increase per Mike Q.	\$3,000.00
Worker's compensation could be offset if a program member qualifies for the COS work experience program.			
Department Uniform & T Shirt	10	\$24.00	\$240.00
Utility Costs	12 (Months)	\$50.00 increase	\$600.00
Vehicle fuel (drivers training)	12 (Months)	\$50.00/month	\$600.00

Above costs can be offset by donations, grants and revenue generation.

Shift firefighters will provide Live Scan, NFPA 1583 Medical Physical and Fit test prior to being allowed to participate.

Personal Protective Equipment (PPE)

The average cost of a full set of Structural Firefighter Turnout Gear is \$2664.90.

• The CA State Firefighters Association (CSFA) has grant programs that reimburse departments for full sets of personal protective equipment to program members that possess a Firefighter 1 certificate and an NFPA 1583 Medical Physical. We will strive to recruit members that meet these requirements, and we will apply for this grant for every member that meets the requirements.

To begin the program, we will utilize current structural firefighter PPE that is NFPA approved. We propose to buy additional sets of PPE for this program through a donation drive.

Shift Program Agreement

Upon selection for the Shift Program, each firefighter will be required to sign an agreement (see Appendix B) with McCloud Fire Department. The signed agreement will be retained by the Fire Department and kept in the firefighter's personnel file.

Appendix B Shift Program Agreement

It is hereby agreed between ______ (Shift Firefighter) and the McCloud Fire Department ("Department") as follows:

1. Acceptance

The Department accepts the firefighter named above as a volunteer firefighter/EMS responder member of the Department and participant in the Shift Program subject to the terms and conditions of this agreement.

2. Status

Shift Firefighter understands and agrees to the status of volunteer only, without expectation of compensation for services.

3. Termination

Shift Firefighters are at will and may be terminated at any time with or without cause.

4. Rules and Procedures

Shift Firefighters shall comply with all Department rules, policies, and procedures, and with the terms and conditions of this agreement at all times. Non-compliance may subject firefighter to discipline up to and including suspension or termination. Outside agency participants are required to comply as stated above. Any disciplinary action regarding an outside agency participant will include determination from the participants' Fire Chief and/or his/her designee. The Department has the right to and may alter, amend, or in any way change the rules and procedures or any aspect of Department operations at any time without prior notice to the firefighter.

5. Status of Quarters

The Department shall retain custody and control of the fire station, which is public property subject to visitation and inspection by MCSD personnel and shall establish rules for its condition and use which shall be complied with by the Shift Firefighter.

6. Performance and Duty Schedule

The Shift Firefighter understands and acknowledges that the essence of the Shift Program is to maintain qualified firefighter/EMS personnel in the station for emergency response. Compliance with predetermined standards of training attendance, task performance abilities, alarm response, and maintenance of program participation requirements are reasonable and necessary.

Signed;	(Shift Firefighter)	Date:
Signed;	(Fire Chief)	Date:

The following pages will be utilized to advise prospective program candidates what to expect as well as be a guide for them when they are performing duties at the station.

MCCLOUD FIRE DEPARTMENT SHIFT FIREFIGHTER GUIDE



Shift Firefighter

Name:_____

Start Date:_____

MCCLOUD FIRE DEPARTMENT SHIFT FIREFIGHTER GUIDE

• Glossary	Page 2
Shift Firefighter Orientation	Page 3
Firefighter Priorities	Page 4
Firehouse Etiquette	Page 5
Fire Department Rules and Responsibilities	Pages 7 & 8
Daily Cleaning List	Page 9 & 10
Items Loaned/Inventory	Page 11
Shift Firefighter Guide Acknowledgement	Page 13
Apparatus/Equipment Check Off List	Page (add)
Work Experience Minimum Safety Training: 4300	Page (add)
Shift Firefighter Evaluation Form	Page (add)

SHIFT FIREFIGHTER ORIENTATION

The position you have earned as Shift Firefighter for the McCloud Fire Department is well-respected position. The McCloud Fire Department is a professional, highly respected, and valued fire department. The citizens of McCloud that you now serve, view you as a professional in the fire service. They call on the McCloud Fire Department to be there for them 24/7/365. The McCloud Fire Department demands that each Shift Firefighter respects every single member of the community. We strive to make our department one of the finest in the county. In order to maintain this high standard, we require a truly professional attitude from you at all times. We will accept nothing less.

We expect 100% from you all the time. A strong work ethic, positive attitude, and genuine interest in performing this job at your highest level are the keys to developing the teamwork that allows a crew to function at its highest level and will make you successful in your career. Heart is the number one trait that separates real firefighters than those who just do the minimum to get by. Take pride in being part of this department, take the initiative to be a top performer. By having pride and taking the initiative, you will no doubt have success with the McCloud Fire Department and it turn this will assist you in your chosen path to a lifelong career in the fire service. Be the best firefighter you can be. You will quickly gain respect from your superiors as well as your fellow firefighters. Former McCloud firefighters now work throughout the country and we hope to have a very successful hiring rate out of this program. Take advantage of this opportunity and make the best of it.

Our department goals & expectations are attached. Refer to them often. They include performing all duties in a safe manner, providing the highest quality of service to the public, and continuously maintaining the equipment and facilities. Through training and extra effort from everyone, we shall maintain a skilled, efficient, and honorable Fire Department.

SHIFT FIREFIGHTER FIREHOUSE ETIQUETTE

- 1. Always address officers by their proper title unless instructed otherwise.
- 2. Notify your supervisor when guests enter the station.
- 3. Never leave the station without approval of the officer in charge; always notify the officer in charge when you return to the station.
- 4. RESPECT CLOSED OFFICE DOORS. Knock and wait for acknowledgement before entering.
- 5. Ask for clarification on information that you do not understand.
- 6. STUDY! STUDY! STUDY! You must take care of your school matters. Notify the Fire Chief or Duty Chief if you are having difficulty with studies. School comes first at all times!
- 7. Show the utmost RESPECT to fellow firefighters.
- 8. Take the initiative. Find things to do. Don't wait to be told what to do.
- 9. The following are rules concerning your turnout gear.
 - > ALWAYS know the location of your gear.
 - Keep turnout gear in your locker if not at the station or on duty.
 - > Check your turnout gear daily for readiness.
 - > Turnouts are expensive keep them clean and in good condition.
 - > NEVER leave your gear on the fire apparatus when going off duty, and ALWAYS bring it with you.
 - > Practical jokes involving turnout gear is not acceptable and will not be tolerated.
- 10. Be aware of your riding assignment, the duties, tasks, and responsibilities.
- 11. Make a special effort to notify anyone in the station when guests are present.
- 12. The Driver is the Operator and Company Officer of the apparatus unless told otherwise.
- 13. Maintain a professional appearance. Clean, neat uniform, clean boots, clean shaven.

14. Do not leave personal belongings around. Store them in their proper place.

- 15. Answer the station phone as quickly as possible. Take detailed messages and initial after the message.
- 16. Turn off unused lights, televisions, radios, etc.
- 17. "Do Dirty Work!" Take the initiative, keep yourself busy all day.
- 18. Lounging or watching television during work hours is unacceptable without prior authorization.
- 19. Clean up after yourself AT ALL TIMES. You are responsible for your own mess.
- 20. If you are the last one at the station, lock all doors and windows prior to leaving.
- 21. Be considerate of using profanity.
- 22. Clean up after each meal. No dishes should be left in the sink.
- 23. Purchase extra uniform clothing. You may be on shift unexpectedly. Wash your clothes regularly.
- 24. Stay physically fit! Work out for at least 1 hour of each duty day.

25. Don't talk negatively or spread rumors about others. EVER!

- 26. Follow HIPPA laws. Don't talk about victims or patients of calls outside of the firehouse.
- 27. Be polite, respectful, and civil to the public. In order to remain a member of McCloud Fire Department

you must maintain its valued public image.

28. Always have your pager on and listen to the radio. Keep a writing utensil with you to write down

addresses and vital dispatch information.

You will occasionally see your fellow workers and officers do things that you have been told not to do. Do not assume that anyone else's wrong actions make it right for you to act in the same manner. You must be mature and follow your conscience. Always conduct yourself in a professional manner and it will be seen by other firefighters.

SHIFT FIREFIGHTER RULES

- 1. If it is your duty day, you will be clean shaven by 0800 hours ready to begin morning cleanup and daily engine checkouts. Do not come to the station unshaven.
- 2. School comes first. You must maintain at least a 2.50 GPA in your classes.
- 3. Business hours are from 08:00 to 17:00; keep personal phone use from little to none during business hours.
- 4. There will be no phone calls on the Fire Department telephones unless for Fire Department business.
- 5. Washing personal vehicles will be done after 17:00 and will be permitted as long as it is not abused.
- 6. Drugs and/or alcohol will not be tolerated nor permitted. Zero Tolerance.
- 7. Report injuries, unsafe practices, safety concerns to the Duty Chief.
- 8. Work as a team always.

SHIFT FIREFIGHTER RESPONSIBILITIES

- 1. Maintain the Station in a clean, orderly fashion.
 - A. Floors swept and mopped as needed
 - B. Bathrooms cleaned daily
 - C. Kitchen and dishes always clean and put away.
- 2. Daily inspections of Engines and Rescue vehicle equipment
 - A. A daily checkout will be done on all equipment (SCBA's, power equip, etc.) A check out sheet will be provided.
 - B. Emergency equipment will be clean at all times
- 3. Required duty days
 - A. Four (4) eight-hour shifts per month are required if not currently enrolled in a full load of classes.
 - B. At least one eight-hour shift(s) per week is required if currently enrolled in a full load of classes.
 - C. Appropriate uniform is required on duty days or fire department functions
- 4. It shall be the responsibility of Shift Firefighters to always represent the department in a responsible manner.
 - A. Courteous response to visitors at the station, handling incoming phone calls in the absence of the Chief or other volunteers.
 - B. You will always show professionalism and respect to the department.
- 5. Fire Department functions
 - A. Shift Firefighters will be responsible to attend and participate in all Fire Department functions (Prevention Programs, training, etc.)

DAILY CLEANING LIST

ALL CLEANING WILL BE DONE EVERY MORNING

BATHROOMS

- Use gloves to clean the toilet. Clean the toilet with provided cleaning products. Clean behind the toilet and the toilet seat. A lot of people use these toilets throughout the day, so clean it right the first time. Even if you are not on duty, it is still your job to leave it clean.
- The sinks and countertop need to be cleaned thoroughly with the bleach/water mix. Don't forget to clean the bathroom mirror prior to leaving the restroom after washing. Ensure that all of the soap dispensers are full.
- All cabinets need to be organized and clean in appearance. It is the on-duty personnel that is
 responsible for re-complimenting the storage of paper towels, toilet paper, cleaning supplies, etc. It is
 everyone's responsibility to replace paper towels and toilet paper if they used the last of it.
- Empty the trash cans and replace with a new trash bag. Ensure that a knot is tied at the top of the bag so it is secure to the trash can.
- THERE SHOULD BE NO LAUNDRY LEFT IN OR ON TOP OF THE WASHER AND DRYER!

DUTY/DAYROOM/TRAINING ROOM

- Empty the trash cans and replace with a new trash bag.
- Vacuum and dust as needed.

KITCHEN

- Ensure dishes are washed and THERE ARE NO DISHES IN THE SINK THROUGHOUT THE DAY.
- Wipe down/Disinfect the counters, stools, stove, oven, refrigerator, microwave, and windows/window sill.
- Clean out the sink with disinfectant (Ajax/Comet...)
- Throw out expired or rotten food.
- Empty Trash.
- Sweep and Mop.

ENGINE BAYS

- Sweep Daily. Mop/Hose down and squeegee any water out of the bay.
- Ensure every piece of equipment is clean and presentable. This includes inside the compartments.
- Wax the equipment often.
- Clean up work bench (put tools away)
- Clean the workout area (no weights left out)
- Sharpen and clean the wildland tools
- If the apparatus leaves the bay, it must be rinsed off before parked back in the engine bay regardless of time of day. **NO EXCEPTIONS.**
- Make a list of cleaning supplies needed and present them to Sleeper Captain.
- During the Winter:
- Snow must be shoveled in front of the engine and squad bays.

IF YOU ARE AT THE STATION BUT NOT ON SHIFT, STILL HELP OUT WITH CLEANUP. MAKE ARRANGEMENTS IF YOU HAVE CLASS ON YOUR SHIFT DAY SO THAT EVERYTHING IS CLEANED DAILY.

MCCLOUD FIRE DEPARTMENT ITEMS LOANED

- I HAVE RECEIVED THE FOLLOWING EQUIPMENT FROM THE MCCLOUD VOLUNTEER FIRE DEPARTMENT.
- IN THE EVENT THAT ANY EQUIPMENT IS LOST OR DAMAGED IN RESPONSE TO AN EMERGENCY CALL, SUCH LOSS OR DAMAGE MUST BE REPORTED TO THE OFFICER IN CHARGE UPON RETURN TO THE FIRE HALL TO RECEVE REPLACEMENT ITEMS
- ALL ITEMS ISSUED WILL BE RETURNED TO THE MCCLOUD FIRE DEPARTMENT UPON COMPLETION OF VOLUNTEER TIME OR SHIFT FIREFIGHTER TIME.

ITEM LOANED	SIZE OR #	DATE ISSUED/INITALS	DATE RETURNED/INITALS
STRUCTURE COAT			
STRUCTURE PANTS			
STRUCTURE HELMET			
STRUCTURE BOOTS			
FLASH HOOD			
GLOVES			
BADGE			
WEB GEAR			
NOMEX PANTS			
NOMEX SHIRT			
WILDLAND GLOVES			
WILDLAND HELMET			
PAGER/CHARGER			

I HERE BY ACKNOWLEDGE RECIEPT OF THE LISTED ITEMS OF EQUIPMENT. I UNDERSTAND & AGREE THAT I AM RESPONSIBLE FOR THE SAFE KEEPING OF THIS EQUIPMENT & FOR MAINTAINING IT IN SERVICEABLE CONDITION.

NAME:	
ADDRESS	
PHONE:	
SIGNATURE:	DATE:

A copy of this form is to be kept in the Shift Firefighter personnel file

McCloud Fire Department P.O. Box 640 McCloud, CA 96057 Phone. (530) 964-2017

Shift Firefighter Guide Acknowledgement

I have read, understand, and agree to the fire department rules and responsibilities, fire house etiquette, firefighter priorities, and guidelines in the Shift Firefighter guide as shown by my signature below:

	Shift Firefighter		
NAME:			
ADDRESS			
PHONE:			
SIGNATURE:		DATE:	
	WITNESSED BY:		
NAME:			
SIGNATURE:		DATE:	

A copy of this form is to be kept in the Shift Firefighter personnel file

Amos McAbier

From:	Margaret Long <margaret@prenticelongpc.com></margaret@prenticelongpc.com>
Sent:	Friday, January 15, 2021 1:35 PM
То:	Amos McAbier
Subject:	RE: Volunteer fire department -minimum wage- minimum salary for overtime exempt
	employees

See responses below.

Question #1: We would like you to confirm the exempt wage requirement in that our wage scale for two exempt employees falls under the threshold.

Question #2: Can you please confirm that the volunteers in the Fire Department don't count as employees regarding the threshold currently set for minimum wage standards.

Response to Questions #1 and #2: The District does not need to qualify the volunteers as employees as long as their compensation is not tied to hours of work or productivity. Per-call or per-shift stipends are permissible provided they do not exceed 20% of what a fulltime employee would cost. (29 CFR §553.106)

Question #3: Can you also confirm that it is the law that our overtime, exempt, salaried employees have to be paid twice what minimum wage is?

Response to Question #3: As exempt, salaried employees are not entitled to overtime pay, this question is interpreted to be referring to nonexempt employees. When employees who are entitled to overtime (referred to as nonexempt employees) work more than the statutory maximum, they must be paid one-and-one-half times their regular rate. (29 U.S.C. 207(k)) As a California public entity, you fall under FLSA not California Labor Code laws related to overtime.

Margaret E. Long

t: 530.691.0800 f: 530.691.0700 2240 Court St. Redding, CA 96001 WWW.PRENTICELONGPC.COM



From: Amos McAbier <amos@ci.mccloudcsd.ca.us>
Sent: Thursday, January 14, 2021 9:50 AM
To: Margaret Long <Margaret@prenticelongpc.com>
Cc: Mike Quinn <cfo@ci.mccloudcsd.ca.us>
Subject: RE: Volunteer fire department -minimum wage- minimum salary for overtime exempt employees

Good Morning Margaret, I'm touching base to see how things are going on this topic. In part, Mike Quinn our FO is getting ready to pay the Volunteers for their accumulated quarterly points due by the 15th of January. He is wondering if he should hold off on completing them if we will know their status as employees or not since it makes a difference to the required taxable deductions.

We also have a finance and audit committee meeting next Tuesday that we could discuss the relation and impacts to your opinions on the whole subject.

Amos McAbier General Manager McCloud Community Services District 220 W. Minnesota Ave. / PO Box, McCloud, CA 96057 530.964.2017 Office / 530.964.3175 Fax / 530.598.5028 Cell phone

From: Margaret Long <<u>Margaret@prenticelongpc.com</u>>
Sent: Wednesday, January 6, 2021 9:33 PM
To: Amos McAbier <<u>amos@ci.mccloudcsd.ca.us</u>>
Cc: Mike Quinn <<u>cfo@ci.mccloudcsd.ca.us</u>>
Subject: Re: Volunteer fire department -minimum wage- minimum salary for overtime exempt employees

Let me look into it and I'll be back in touch shortly.

Sent from my iPhone

On Jan 5, 2021, at 4:44 PM, Amos McAbier <<u>amos@ci.mccloudcsd.ca.us</u>> wrote:

Mike Quinn and I have been working with the board and need some clarification on these topics. We attached the PDFs that we have determined could possibly affect our wages /salaries. Thanks

Amos McAbier General Manager McCloud Community Services District 220 W. Minnesota Ave. / PO Box, McCloud, CA 96057 530.964.2017 Office / 530.964.3175 Fax / 530.598.5028 Cell phone

From: Mike Quinn <<u>cfo@ci.mccloudcsd.ca.us</u>> Sent: Tuesday, January 5, 2021 4:34 PM To: Amos McAbier <<u>amos@ci.mccloudcsd.ca.us</u>> Subject: FW: Volunteer fire department -minimum wage- minimum salary for overtime exempt employees Dear Margaret,

I hope that your holidays went well and your family is in good health.

The District has questions regarding the employment status of our volunteer firefighters.

Your previous response to this status was that the volunteers were to be treated as employees because the district has control over the disciplining of them. RE- having to follow the fire fighters bill of rights for disciplinary action.

This subject is of extreme importance because of the new minimum wage rate put into effect on January 1, 2021. The rate of \$13 per hour is for employers with 25 or less employees. If the number of employees exceed 25 then the rate increases to \$14. The inclusion of the volunteers as employees would mean that the District exceeds that 25 employee threshold.

The volunteers are now paid a \$10 stipend per callout or training not per hour. This is meant to offset expenses that the volunteer occurs in those events. – compensation for fuel and wear and tear on their vehicles for responding to emergency call outs etc. they are not paid a wage.

An inquiry to EDD gave us their taxability handling of this situation through information sheet DE231TP. On page 3 of the attached pages under Business Expenses, A, employer reimbursement is not subject to Treatment for Tax

Purposes as <u>wages</u> and is not subject to unemployment insurance, employment training tax, state disability

insurance or income tax withholding. In addition, our Workers Comp Insurance company does not rely on the stipend and a rate as basis for calculating the annual amounts. We are charged a flat \$339 for each volunteer.

Unlike employees, the volunteers are paid quarterly per the points system only when they respond to a call and not at the minimum wage.

Our concern is that if the District has to qualify the volunteers as employees then we are subject to the higher

minimum wage and some of our exempt employees will have large increases due to the two times minimum

wage requirement for that status. We would like you to confirm this exempt wage requirement in that our

wage scale for two exempt employees falls under the threshold.

Can you please confirm that the volunteers on the fire department don't count as employees regarding the threshold currently set for minimum wage standards.

1-25 employees = minimum wage \$13.00 26 or more minimum wage is \$14.00.

Can you also confirm that it is the law that our overtime exempt salaried employees have to be paid twice what minimum wage is.

This has kind of snuck up on us and our starting wages for our overtime exempt salaried employees wont be in compliance if this is the case.

Sincerely,

Amos McAbier General Manager McCloud Community Services District 220 W. Minnesota Ave. / PO Box, McCloud, CA 96057 530.964.2017 Office / 530.964.3175 Fax / 530.598.5028 Cell phone

<CA EDD DE231TP.pdf> <Exempt Salary Requirement.pdf> <2021 Minimum Wage.pdf>

MEMORANDUM OF UNDERSTANDING BETWEEN THE McCLOUD COMMUNITY SERVICES DISTRICT AND EMPLOYEES OF THE McCLOUD COMMUNITY SERVICES DISTRICT OPERATING ENGINEERS LOCAL UNION NO. 3

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MEMORANDUM OF UNDERSTANDING BETWEEN THE McCLOUD COMMUNITY SERVICES DISTRICT AND EMPLOYEES OF THE McCLOUD COMMUNITY SERVICES DISTRICT OPERATING ENGINEERS LOCAL UNION NO. 3

Pursuant to the provisions of the Meyers-Milias-Brown Action Section 3500 et seq. of the California Government Code, this Memorandum of Understanding is entered into between the McCloud Community Services District, hereinafter referred to as MCSD, and employees of MCSD represented by Operating Engineers Local Union No. 3, hereinafter referred to as the Union.

This agreement is entered into on the date of execution, August 24, 2020 July 1, 2021, and expires on June 30, 2020 2022.

ARTICLE 1 - GENERAL CONDITIONS

- 1.01 <u>Recognition</u>: The MCSD recognizes the Union as the exclusive bargaining representative for those employees represented by the Union.
- 1.02 <u>Management Rights</u>: The rights of the MCSD include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; hire, promote, supervise, organize and direct its work force; determine the standards and procedures for selection of employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; subcontract services; determine the methods, means and personnel by which operations are to be conducted; set wage rates for new classifications; classify positions and determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the methods and technology of work performance. Management further reserves the right to do all other acts that do not specially grant to the Union herein.
- 1.03 <u>Employee Rights</u>: Exercise of MCSD management rights do not preclude Union employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.
- 1.04 Dues and other Union-Sponsored Benefit Program Deductions:
 - 1. The employer shall honor an employee's check-off authorization for dues, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

- Deductions for dues or other union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer may transmit such payment to the Union through electronic funds transfer (<u>EFT</u>). However, transfer of funds shall not be later than thirty (30) days after the deduction from the employee's earnings occurs.
- 3. Employee request to authorize dues/other deduction(s), or request to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- 4. The Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- 5. The Union shall indemnify the employer of any claims made regarding such deductions.
- 6. Violations of this Section of the MOU are grieveable.

1.05 <u>Data Pertaining to Deductions</u>:

Upon request from the Union the employer shall produce to Operating Engineers' Local Union No. 3, a malleable electronic file containing the following information:

- 1. Full Name (first, middle, last, suffix)
- 2. Employee Number
- 3. Job Classification
- 4. Job type (full-time, part-time)
- 5. Bargaining Unit
- 6. Hours worked in the preceding payroll period, which are the basis for the dues deduction.
- 7. Pay Step
- 8. Pay Rate
- 9. Department
- 10. Division (sub code of the department)
- 1.06 <u>Regular Receipt of Bargaining Lists</u>: It shall be the MCSD's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rate of pay, hours worked and gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from preceding bi-monthly period.

1.07 <u>Protect Contract, Biographical and/or Demographic Information of Unit members from</u> <u>third-parties</u>: In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall immediately notify the Union of any third-party request for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.

The employer shall not permit a non-exclusive reprehensive to access bargaining unit members during working hours or in work areas.

The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The employer agrees to adopt further safeguards against harassment of invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.

- 1.08 <u>Union Use of MCSD Facilities</u>: With MCSD approval, the Union may use certain MCSD facilities for the purpose of Union activity as long as the MCSD facility is returned to the same or better condition than what it was at the time the Union utilized said MCCSD facility and said space does not interfere with the efficiency of the MCSD operations.
- 1.09 <u>Bulletin Boards</u>: The Union shall be provided reasonable designated space on the MCSD work area bulletin board which does not interfere with MCSD's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.
- 1.10 <u>Access to Employees</u>: The Union or its official representative(s) may have access to represented employees during reasonable time periods of the workday so as to not interfere with the efficient operations of the MCSD.
- 1.11 <u>New Classifications and Personnel Rules</u>: The MCSD will give written notice to the Union prior to any salary range adjustment to a class or any classification proposed to be removed from or included in the employees covered by this Memorandum of Understanding prior to Board Action. The MCSD will give advanced notice to the Union of any proposed changes to the personnel policies which may affect the employees represented by the Union. Consistent with the provisions of the Meyers-Milias-Brown Act, the MSD will offer to meet and confer on the impact of any such proposals or change upon notification from the Union.

- 1.12 <u>Union Representatives</u>: The Union shall be allowed to designate not more than two (2) Union members to serve as representatives in the "meet and confer" process with the MCSD. The Union shall provide the MCSD the name and classification of each representative. Designated Union members shall be granted reasonable release time from scheduled duties without loss of pay and benefits to prepare for and meet with the MCSD representatives during the "meet and confer" process.
- 1.13 <u>Individual Rights</u>: Neither the MCSD nor the Union shall interfere with, intimidate, coerce, restrain or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.
- 1.14 <u>Anniversary Date</u>: An employee's Anniversary Date is the date of appointment to a particular classification position.

ARTICLE 2-COMPENSATION

- 2.01 Salary:
 a. As of July 1, 2020 July 1, 2021, represented employees will be paid at their current step in accordance with the attached salary schedule reflecting a 2% increase.
- 2.02 <u>One Time Signing Bonus</u>: The District agrees to pay each employee a one time signing bonus in the amount of \$625.00. This is only payable to employees who are employed by the district at the time of ratification.
- 2.03 <u>Overtime Pay</u>: Overtime shall be paid on the following basis:

Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal Wage and Hour laws are exempt from overtime pay. Employees shall earn Overtime Pay for authorized time worked over eight (8) hours in one day or forty (40) hours in any single work week. Regular office staff hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; regular field staff hours are 7:00 a.m. to 3:30 p.m. The District's work week begins at 12:00 a.m. Monday and ends at midnight the following Sunday. Alternative work hours may be established by the District as necessary to facilitate snow removal and/or emergency situations. Overtime Pay shall be earned at the rate of one and one-half (1-1/2) times the employee's regular pay.

- 2.04 <u>Compensatory Time Off</u>: Compensatory time off shall be permitted in lieu of overtime pay for overtime work as set forth below:
 - a. In lieu of overtime pay, employees may be allowed to take compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
 - b. The Finance Officer shall keep records showing all compensatory time off earned and used so that the net balance of unused compensatory time off is known at all times.

- c. No supervisor shall authorize the earning of compensatory time off if the employee's net unused balance is greater than the statutory maximum, which is currently two hundred and forty (240) hours. When an employee is authorized to perform overtime work that would result in accrual of a net balance of compensatory time off in excess of the above limits, the employee shall be paid for that overtime work.
- d. Requests for compensatory time off in lieu of overtime pay shall be submitted by an employee in writing.
- e. Compensatory time off shall be earned and used as authorized in writing by the supervisor.
- f. Upon termination from the classified service or MCSD service, whichever occurs first, an employee shall be paid the value of unused compensatory time off.
- 2.05 <u>On-Call Pay</u>: Employees on-call outside normal duty hours shall be compensated an additional \$150 per week in addition to any overtime hours incurred as a result of a call-out during this period. In the event there are less than 2 field staff who are Operating Engineer members, and available on the rolls, staff shall be temporarily compensated \$200 per week in addition to any overtime hours incurred as a result of a call-out during this period.
 - a. Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.
 - b. On-call employees shall be provided a cellular telephone and will be expected to respond to service calls within thirty (30) minutes, weather and road conditions permitting.
 - c. Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence or any telephone call in excess of fifteen (15) minutes.
 - d. The on-call rotation schedule is 8:00 a.m. Monday through 8:00 a.m. the following Monday.
- 2.06 <u>Call Back Pay</u>: When the employee is required to return to work outside of the employee's normal work schedule after the employee has completed the employee's usual work shift and has left the work site, the employee shall earn Call Back Pay. An employee who has been called back shall earn Call Back Pay in an amount equal to a minimum of two (2) hours of Overtime Pay or the Overtime Pay for the hours actually worked, whichever is greater. If an employee is called back to work on a holiday, all compensated hours will be paid at double-time (2x the normal hourly wage).
- 2.07 <u>Out of Class Pay</u>: In the absence of the General Manager & Public Works Director due to leave or unavailability, the General Manager or Public Works Director will temporarily appoint the field staff member who is on-call to act as the crew supervisor. While performing these duties the appointed individual shall receive a fifty-five cent (.55) increase to their base hourly wage.

2.08 <u>Merit Step Increases</u>: Upon approval of the General Manager and upon receiving a satisfactory performance evaluation, an employee who has obtained regular status shall receive a merit step increase each year until he/she reaches the top step of the salary range. Merit step increases shall occur on each employee's anniversary date as defined in Section .12 of this MOU, provided that they have met the requirements to receive the merit step.

ARTICLE 3-WORK PERIOD

- 3.01 <u>Employees' Work Period</u>: The work period for employees shall consist of forty (40) hours over seven (7) days commencing at 12: a.m. on Monday and ending at midnight on the following Sunday.
- 3.02 <u>Snow Removal</u>: employees engaged in plowing of snow that work through their lunch and breaks shall be compensated ten dollars (\$10).
- 3.03 <u>Power Outage</u>: In the event of a power outage at the District Office, should the District elect to send the represented staff home, they shall be compensated at their normal rate of pay as if they had worked their normal shift.
- 3.04 <u>Pay Date</u>: Timesheets are due on Monday from each employee. Yearly paydays will consist of a total of twenty-six (26) pay periods with paydays being every other Friday; unless Friday falls on a scheduled holiday, in which instance the pay date shall be the last regular workday immediately prior to that holiday.
- 3.05 <u>FLSA Compliance</u>: In areas where this MOU is silent, the MCSD agrees that overtime compensation shall be based on the regular rate of pay in accordance with the Fair Labor Standards Act (hereinafter "FLSA"), and this MOU will be otherwise interpreted and applied in compliance with the FLSA.

ARTICLE 4-BENEFITS

- 4.01 <u>Insurance</u>:
 - a. <u>Health</u> insurance benefits are provided to all regular, full-time employees and their eligible dependents through the PERS Choice Basic plan at the expense of the District, with a cap of the District's liability in the amount of \$17,122.00 each calendar *fiscal* year for each employee.
 - b. <u>Dental</u> insurance benefits are provided to all regular, full-time employees and their eligible dependents through an MCSD funded program administered by MCSD. The Dental benefit limit is \$1,500.00 per fiscal year, any portion of which may be used toward the payment of cosmetic dental work.
 - c. <u>Vision</u> insurance benefits are provided to all regular, full-time employees and their eligible dependents through the VSP Well Vision plan.

4.02 <u>Retirement</u>:

Retirement benefits are provided through the MCSD's 2% at 60 benefit plan contract with PERS for CalPERS Legacy Employees.

Employees hired after January 1, 2013 and do not qualify as CalPERS Legacy Employees, shall be subject to CalPERS 2% at 62 Retirement Plan, in accordance with State law, and shall make the Member Contribution to the plan in accordance with State Law. Such Contributions shall be a pre-tax payroll deduction in accordance with Section 414(h)2 of the IRC, pursuant to California Government Code Section 20691.

4.03 <u>Retiree Health Care Insurance</u>:

Employees hired before July 1, 2017 and that have five or more years of CalPERS service credit, are eligible for the lifetime medical benefit. Employees receive a District paid medical insurance premium contribution equal to the amount provided to active employees in the same bargaining unit. No cash back is provided if the cost of insurance is less than the District's maximum premium contribution.

a. Once each year, employees hired before July 1, 2017 have the option of voluntarily electing to be subject to the lifetime "Health Benefit Vesting Requirement - 100/90 Formula."

Employees hired after July 1, 2017, and that have ten or more full-time years of CalPERS service including five years at McCloud Community Services District, are eligible for the lifetime "Health Benefit Vesting Requirement - 100/90 Formula."

a. The District contribution is set forth by the State as follows: CalPERS service (including 5 years with MCSD)

10 years 50%**	15 years	75%**
11 years 55%**	16 years	80%**
12 years 60%**	17 years	85%**
13 years 65%**	18 years	90%**
14 years 70%**	19 years	95%**
	20 years	100%**

** Example: 2016 Calendar Year - State's contribution level was: \$705.00 for 1-party; \$1,343.00 for 2-party and \$1,727.00 for family.

4.04 <u>State Disability Insurance</u>: An employee may use accrued sick leave, vacation and/or comp time to supplement the monies received from State Disability benefits, up to the full amount of his/her salary. The District will continue to pay the employee's health

insurance premiums as well as those of any eligible dependents in the same amount as if the employee was normally working during the period of a leave disability for a maximum of 6 months.

4.05 <u>Deferred Compensation (457K)</u>: The district agrees to establish a 457K plan for employees. The district will not contribute any matching funds or administrative fees. Employees may only change deduction amount once every 12 months.

ARTICLE 5-LEAVES

- 5.01 <u>Sick Leave</u>: Sick leave is a benefit granted to regular, full-time employees who are probationary or permanent. Sick leave shall, in all instances, be granted subject to the following terms:
 - a. An employee shall accrue sick leave at the rate of 4.62 hours per pay period, with no cap on the number of sick leave hours that an employee may accumulate.
 - b. The employee must notify his/her supervisor prior to taking sick leave.
 - c. Probationary employees are not eligible to use paid sick leave but will be given credit for accrued sick leave hours once regular, full-time status is achieved, retroactively to the month in which credit began to accrue. Probationary employees absent due to illness or non-work-related injury will have their pay adjusted to reflect an unpaid absence and their probationary periods may be extended by a period of time equal to the length of the employee's sick leave.
 - d. Upon retirement, an employee may convert his/her balance of sick leave as additional retirement service credit, up to a maximum of one (1) year, pursuant to the provisions of PERS Section 20965.
 - e. Employees are not entitled to receive payment for sick leave balances upon termination of employment.
 - *f.* The District will abide by all State and Federal laws pertaining to Family Care and Medical Leave and pregnancy Disability Leave.
- 5.02 <u>Sick Leave Payoff</u>: see Section 5.01 d. and e.
- 5.03 <u>Workers' Compensation Leave</u>: The District will continue to pay the employee's health insurance premiums in the same amount as if the employee was normally working during the period of leave of absence for a disability incurred in the performance of assigned duties for a maximum of twelve months. Any of the dependent coverage and/or premium differential borne by the employee will remain the sole responsibility of the employee.

If an employee is injured while performing his/her assigned duties for the District, he/she will be provided with Workers Compensation benefits as required by law.

a. During any period of disability for which payment is not provided under Workers' Compensation insurance or State Disability insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he/she has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.

- b. During any period of disability for which payment is provided under Workers' Compensation insurance or State Disability, the employee shall supplement any Workers' Compensation or State Disability benefits received during the pay period with his/her accrued leave in the following order: sick leave, vacation and compensatory time off and receive a partial paycheck in an amount so that the partial pay and Workers' Compensation or State Disability benefits added together are equivalent to the employee's full pay.
- c. The District will continue to pay the employee's health insurance premiums in the same amount as if the employee was normally working during the period of a leave of absence for a disability incurred in the performance of assigned duties for a maximum of twelve months. Any cost of dependent coverage and/or premium differential borne by the employee will remain the sole responsibility of the employee.
- d. Employees on unpaid leaves of absence do not accrue vacation or sick leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for the purposes of determining eligibility for or the amount of any benefit provided by the District.
- 5.04 <u>Holidays</u>: The following holidays are recognized holidays. On such holidays, employees shall be entitled to time off with regular pay paid at an hourly rate commensurate with the actual number of hours each employee works. Employees will receive holiday pay when on leave or work status on the day before and after the holiday.
 - 1. January 1, New Year's Day
 - 2. Martin Luther King, Jr.'s Birthday
 - 3 Presidents' Day
 - 4. Cesar Chavez Day
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veterans' Day
 - 9. Thanksgiving Day
 - 10. Friday after Thanksgiving Day
 - 11. Christmas Day
 - 12. any day appointed by the President of the United States or the Governor of this state as a special one-time-only holiday.
 - 13. Two (2) floating holidays per <u>calendar</u> *fiscal* year consisting of eight (8) hours each taken one full day at a time.
 - 14. One (1) personal leave day per <u>calendar</u> *fiscal* year consisting of eight (8) hours taken one full day at a time.
 - 15. If Christmas Eve falls during the normal work week (Monday through Friday), employees shall work only the first half of the day and be paid as if they worked the entire day.
 - 16. If New Year's Eve falls during the normal work week (Monday through Friday) employees shall work only the first half of the day and be paid as if they worked

the entire day.

- 5.05 <u>Bereavement Leave</u>: In the event of a death in the immediate family of a regular, fulltime employee who has completed his/her probationary period, a leave with pay will be granted for a period up to three (3) consecutive scheduled work days for the purpose of making arrangements for or to attend the funeral. Special arrangements for longer periods of paid leave may be approved by the General Manager for long distance travel or other unusual circumstances.
- 5.06 <u>Jury and Witness Leave</u>: Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:
 - a. The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the MCSD.
 - b. If called as a witness in litigation in which the MCSD is a party, or to testify in an official capacity as an MCSD employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the MCSD.
- 5.07 <u>Vacation Leave</u>: the following reflects calculations for 26 pay periods per year:
 - a. Each regular, full-time employee shall earn 3.0769 hours of vacation per pay period for the first year of service (10 days accumulation).
 - b. Beginning the thirteenth (13th) month of employment through nine years of service, an employee shall earn 3.692 hours of vacation per pay period (12 days accumulation).
 - c. At the start of 10 years of service, a regular, full-time employee shall accumulate 4.615 hours of vacation per pay period (15 days accumulation).
 - d. Vacation shall be earned monthly and after the employee has worked six (6) months, it will be available to him/her effective the day of his/her six (6) month anniversary date.
 - e. Vacation shall be taken at a minimum of one hour at a time.
 - f. Vacation Leave must be approved, in writing, by the supervisor or his/her designee at least 72 hours in advance. Such approval shall not be unreasonably withheld. The supervisor, in his/her sole discretion, may waive the 72-hour requirement provided that adequate coverage can be maintained without having to pay overtime to any other employee.
 - g. Employees who leave MCSD service and have accumulated Vacation Leave will be reimbursed in full for the accumulated amount as a part of their final paychecks.
 - h. An employee may carry up to two hundred and forty (240) hours of vacation time in their vacation time banks. If an employee request to use vacation time 72 hours in advance and the use of time is denied and the employee is at the maximum vacation accrual of 240 hours, the District will pay the employee for any hours accrued over the 240 hours at his/her normal rate of pay.

- i. Employees may use vacation leave without giving 72 hours of notice in the case of a family emergency.
- 5.08 <u>Military Leave</u>: Military Leave shall be granted in accordance with state law provided that the appointing authority is given a copy of the military orders and has, within the limits of military regulations, an opportunity to determine when such leave shall be taken.

ARTICLE 6-GRIEVANCE AND DISCIPLINARY PROCEDURES

6.01 <u>Grievance Procedure</u>: A grievance shall be defined as a claim by an employee, group of employees or recognized employee organization of an alleged violation, misinterpretation or misapplication of any employer-employee relations resolution, any memorandum of understanding with an employee association, or any written MCSD ordinances, rules, regulations, policies or procedures relating to wages, hours or other terms and conditions of employment, excluding disciplinary matters that are applicable to an employee.

Procedure: There shall be an earnest effort on the part of both parties to resolve grievances promptly at the lowest supervisory level consistent with fairness and equity.

- 1. Any employee, employee group or recognized employee organization may file a grievance without fear of reprisal.
- 2. A written grievance will set forth grounds for the grievance to include facts, dates and witnesses.
- 3. The grievant must specify the relief sought.
- 4. The grievant or his/her representative shall be granted reasonable use of MCSD time and facilities in processing of his/her grievance after it has been submitted.
- 5. Time limits may be extended by mutual consent, in writing.
- 6. Failure by a grievant to file any statements or appeals within the specified time limits, unless extended, constitutes an abandonment of the grievance.
- 7. the MCSD designee responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.
- 8. two or more employees with a common grievance may initiate a single proceeding, but one member shall be designated for processing the grievance.
- 9. At any stage of the grievance procedure from the supervisor and above, employees may be represented by one agent of their recognized employee organization.
- 10. At any stage of the grievance, the employee may withdraw the grievance by giving written notice to the supervisor or the General Manager provided that if the employee has chosen to be represented by an agent, said agent shall also concur, which shall then become a permanent part of the personnel records.
- 11. If the employee considers the answer to his/her grievance to be satisfactory, then the matter will be closed, ad the resolution documented in the Personnel records. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.
- 12. Filing of a grievance shall in no way interfere with the right of the MCSD to

proceed in carrying out its management responsibilities, subject to the final determination of the grievance. Grievant(s) shall continue to perform all duties and assignments pending final determination unless unsafe conditions exist.

<u>Step 1: Informal Discussion with Supervisor</u>: Employee must discuss his/her allegation of a grievance with his/her immediate supervisor on an informal bases within twenty (20) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than six (6) months from the action claimed as its bases, regardless of the date of discovery. If the grievance directly involves the immediate supervisor, the grievant may go directly to the next higher level of supervision that shall process the grievance. Within 7 (seven) working days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal, written grievance.

<u>Step 2: Formal Written Grievance</u>: Employee will initiate the formal grievance by submitting a written statement fully detailing the fact(s) surrounding the grievance, the provisions of agreements or policies alleged to have been violated, and the proposed relief being sought. This formal grievance will be submitted to the supervisor in charge within seven (7) working days after receipt of the immediate supervisor's informal response or failure to respond within the time limit. The supervisor shall, within seven (7) days, deliver a decision, in writing, to the employee. If the answer does not satisfy the employee or is not forthcoming within this time limit, the employee may initiate Step 3 of the grievance procedure. Except as already provided in Step 1 where a supervisor is directly involved in the matter of grievance, in the event there are additional levels of supervision between the employee's immediate supervisor and the supervisor, this step of the process may be required by the supervisor to be first initiated at an intermediate supervisory level, but not more than one time.

<u>Step 3: Review by the General Manager</u>: The employee may initiate Step 3 by filing an appeal, in writing, with the General Manager within seven (7) working days after receipt of the supervisor's decision or from the expiration of the time limit for the decision. The General Manager will, within ten (10) working days of the receipt of the appeal, meet with the aggrieved employee to review the grievance. The General Manager will deliver a decision in writing to the employee within seven (7) days of the filing of the appeal, or if no meeting with the General Manager has taken place within ten (10) working days of the filing of the appeal, he/she may initiate Step 4.

<u>Step 4: Board of Director's Final Decision</u>: The employee may initiate Step 4 by filing an appeal to the MCSD's Board of Directors, in writing, with the General Manager within ten (10) working days from receipt of the General Manager's response, or failure to respond within the time limits. The Board of Directors may, at its discretion, refuse to hear the grievance, in which case, the General Manager's decision shall be final. The MCSD may choose to accept the grievance, in which case, both the General Manager and the grievant or his/her representative may make their presentations to the Board of Directors. The Board of Directors will deliberate the grievance and, within fifteen (15) days after hearing presentations on the grievance, arrive at a decision that shall be final and binding. In extraordinary circumstances, the Board of Directors, at its sole discretion, may appoint a special panel or engage a hearing officer to hear the grievance and make a recommendation or render a final decision.

- 6.02 <u>Discipline Procedure</u>: Each supervisor shall have the right to discipline or recommend to the General Manager discipline for any employee subject to his/her jurisdiction for any reason which is in the best interest of the MCSD. Causes for disciplinary action include, but are not limited to, misconduct, dishonesty, insubordination, incompetence or inefficiency, failure to perform duties, conviction of crimes or moral turpitude, repeated and unexcused absences, abuse of sick leave privileges, abandonment of position, offering or accepting anything of value in exchange for receiving or granting special treatment in connection with an employee's position, violation of personnel rules or departmental rules or any other serious offense related to employment with the MCSD. Such discipline may include, but not be limited to, reprimand, suspension, demotion, reduction in compensation or termination.
 - a. For written reprimands, Steps 1-5 shall be followed.
 - 1. The immediate supervisor shall meet with an employee to discuss proposed disciplinary action after notifying the employee in writing that such a meeting is being held for the purpose of ascertaining whether disciplinary action is appropriate.
 - 2. After any meeting(s) held under a.1, the supervisor shall notify the employee within five (5) working days of any proposed disciplinary action by written notice containing the following information:
 - i. A clear and concise statement of the reasons for such action, including the acts or omissions and rules or polices violated, if any, on which the disciplinary action is based.
 - ii. A description of the proposed action to be taken and the date it will be effective.
 - iii. A statement advising the employee of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.
 - iv. A statement that a copy of the materials upon which the action is based is available for review.
 - v. A statement advising the employee of the method and right to appeal and the time within which the appeal must be made.
 - 3. If the employee agrees with the proposed discipline, it shall be forwarded to the supervisor who shall meet with the employee within seven (7) working days to confirm the disciplinary action.
 - 4. If an employee wishes to formally appeal a written reprimand, the employee shall submit a written request to the General Manager within ten (10) days of receipt of the memorandum or the written notice of paragraph 2.
 - 5. The General Manager shall meet with the affected parties within ten (10) working days of receipt of a formal appeal and render his/her final

decision within ten (10) working days thereafter. The employee shall have the right to submit a written response to the reprimand which shall also be placed in the employee's personnel file.

- b. For suspensions of one (1) or more days, demotions, reduction in compensation or terminations, Steps 1-4 under paragraph "a" above shall be followed; however, an employee may be placed on administrative leave with pay when exigent circumstances exist that require immediate removal from duty. In addition to Steps 1-4 under paragraph "a" the additional steps below shall be followed for suspensions of one (1) or more days, demotions, reductions in compensation or terminations:
 - 1. If, after completing Step 2 or 4, a supervisor makes a recommendation to the General Manager for suspension for one (1) or more days, demotion, reduction in compensation or termination, and the General Manager determines such discipline may be warranted, the supervisor shall provide the employee with written Notice of Intent to impose disciplinary action, either hand delivered or mailed certified to the employee's last known address reflected in the personnel records, if the employee is not available at the job site. The Notice of Intent shall include the following information:
 - i. Specific charges set forth in separate counts describing the conduct underlying each count.
 - ii. A separate recommendation of proposed discipline for each charge and the date it will be effective.
 - iii. A statement that the employee has been provided all of the materials considered by the supervisor in recommending the proposed discipline.
 - iv. An opportunity to respond orally or in writing, or both, to the supervisor within seven (7) days of receiving the Notice of Intent.
 - vi. A statement that the employee has a right to be represented by an agent of his/her employee organization.
 - vii. A statement that the employee has a right to appeal the supervisor's decision to the General Manager.
 - 2. If after reviewing the employee's response to the Notice of Intent, or lack of response, the supervisor determines to implement discipline beyond a written reprimand, he/she shall deliver to the employee written notice of such action. Employee may appeal the decision of the supervisor concerning the disciplinary action to the General Manager, by written notice, within seven (7) days of receiving the supervisor's decision.
 - 3. The General Manager shall meet informally with the employee to provide an opportunity for the employee or his/her representative to present additional evidence or statements prior to making a decision as to whether to uphold modify in whole or in part, or overrule the supervisor's recommendation.
 - 4. If the employee is not satisfied with the General Manager's decision, he/she shall have a further right of appeal to the Board of Directors, which

shall be exercised by written notice to the General Manager within ten (10) days of receipt of the General Manager's decision. The Board of Directors, at its sole discretion, may hold an appeal hearing itself or may appoint a hearing officer who shall conduct an administrative hearing. District Counsel or designee shall reach agreement on selection of the hearing officer with the employee and the employee's representative prior to making the appointment. The hearing officer shall be a neutral party from outside the organization. The fees and expenses of the hearing officer and court reporter shall be shared equally among the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other, except as provided by law. A party requesting a transcript of the hearing shall bear the cost thereof. The hearing officer shall make a recommendation to the Board of Directors to sustain, modify or reverse the disciplinary action. The Board of Directors will issue a final decision within fifteen (15) working days of receiving the recommendation and may, but is not required to, accept the hearing officer's recommendation.

This procedure does not constitute a waiver of the employee's right to request a review of the MCSD's decision in a court of law pursuant to Code of Civil Procedures Section 1094.5 that is filed within ninety (90) days of the final decision.

6.03 Abandonment or Resignation:

- a. <u>Abandonment</u>: An employee shall be deemed to have abandoned his/her position if the employee fails to show up for work and perform his/her duties or fails to otherwise notify his/her supervisor for three (3) consecutive workdays. The General Manager shall mail notice to the employee who informs the employee that he/she will be deemed to have resigned from his/her employment with the MCSD unless said employee returns to work and performs his/her duties within one (1) work day of personal delivery of notice or within two (2) work days of mailing by overnight mail to the employee's last known address.
- b. <u>Resignation</u>: The intent of any employee to resign his/her employment shall be submitted in writing to his/her supervisor, given a minimum of ten (10) working days' notice. The resignation is effective upon delivery by the employee and is deemed irrevocable upon receipt provided, however, the General Manager may, at his/her sole discretion and authority, permit an employee to withdraw the employee's resignation.

ARTICLE 7-MISCELLANEOUS

7.01 <u>Catastrophic Leave Transfers (Paid Disability Leave)</u>: An employee eligible for a nonpaid disability leave may be placed on a paid disability leave provided the MCSD receives written leave transfer pledges from other employees with sufficient paid leave

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balances to allow a transfer of credits to an employee authorized such leave. An employee on a paid disability leave shall continue to receive MCSD contributions to the health plan. A paid disability leave shall be subject to the following:

- a. Leave request may be approved in writing by the requesting employee's supervisor in an increment of up to ninety (90) days with additional incremental extensions.
- b. An employee may voluntarily pledge accrued leave transfers up to the following maximums:
 - 1. All of the donor's accrued compensatory time off;
 - 2. Accrued vacation time provided that the donor retains a balance of one (1) week accrual;
 - 3. Sick leave accrued provided the donating employee retains two (2) days of sick leave for himself/herself.
- 7.02: <u>Creation of Job Descriptions</u>: the MCSD has developed comprehensive job descriptions for the represented classifications that reflect the current responsibilities and duties associated with each classification. The MCSD agrees to further review them with the Union as determined to be necessary, with the understanding that MCSD reserves its right to create and modify such job descriptions, subject to Union rights regarding wages and working conditions.
- 7.03 <u>Uniforms</u>: the cost of employee uniforms required by MCSD shall be borne by the District. Care and laundering of required uniforms is the responsibility of the employee.
 - a. All new employees will be issued by the District the following uniforms: Five long sleeved shirts and one jacket at the expense of the District and receive a pant allowance of \$190 per year, each year from date of hire, at the expense of the District. Shirts and jacket will be replaced approximately every two years when or as needed. Each new field staff employee shall receive a \$200 allowance for the purchase of work boots upon hire, and every 2 years thereafter. On July 1, 2012 current employees will receive a \$200 allowance per employee for the purchase of work boots and again every 2 years thereafter.
 - b. Office staff covered by this MOU shall receive on their anniversary date an annual payment of one hundred dollars (\$100) for the purchase of business causal dress shirts, blouses or collared tops.
- 7.04 <u>Incentive Pay</u>: In order to enhance the professionalism of the Public Works Department, and in recognition of individual employee's efforts to improve his/her job skills, the MCSD will pay Incentive Pay as follows:
 - a. Base pay will be increased by one percent (1%) for those employees who obtain job related licenses or certificates which are beyond those required for their assigned classification. The specifics of which licenses or certificates qualify shall be developed jointly by representatives of the Union, the Public Works Supervisor and the General Manager. Only those licenses or certificates which

are mutually agreed to shall be considered eligible for incentive pay.

- i. Effective July 1, 2017 employees who obtain a Waste Water Grade 1 Certificate will be paid an additional two Percent (2%) above their base pay. Employees must obtain and hold in good standing their Water Distribution Grade II Certificate prior to obtaining their Waste Water Grade 1 Certificate in order to be eligible for the additional two percent (2%).
- b. In the event that the General Manager denies in advance the eligibility of an employee for incentive pay pursuant to Section 7.04a above, the General Manager shall put such denial in writing, specifically stating the reason for denial.
- c. A Union member who is receiving Incentive Pay pursuant to this section, whose current job classification subsequently requires the applicable license or certificate for which they are receiving Incentive Pay, shall be "grandfathered in" and shall continue to receive incentive pay for that license or certificate as long as they are in that classification.
- 7.05 <u>Lay-Off Procedure</u>:
 - a. All lay-offs shall occur in reverse order of hire. Those with the least seniority shall be the first to be laid off should the need arise.
 - b. Should the District lay off any employee who has passed their probationary period, the District agrees to pay that employee Severance Pay in the amount of one month's salary at the employee's monthly salary at the time the lay-off occurs.
 - c. The District may divide the employees by office staff and field staff for the purpose of a lay-off; however, all lay-offs done within these two divisions of employees must be done in accordance with the seniority lay-off procedures listed above in subsections a and b of this MOU Section.

ARTICLE 8-AGREEMENT

- 8.01 <u>Terms of the Memorandum of Understanding</u>: The term of this MOU shall be July 1, 2020 2021 through June 30, 2021 2022, unless the term is extended by mutual agreement.
- 8.02 <u>Severability and Savings Clause</u>: If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected. In the event that the implementation of any article, section or subsection of this MOU shall be frustrated by operation of law or by any court of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law of court, representatives of the MCSD and the Union shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection. Otherwise, each party hereto expressly waives and relinquishes the right to meet and negotiate on any topic included herein for the term of the agreement. The parties are cognizant of the fact that various items within the scope of negotiation are not included herein and each party specifically waives the right to negotiate on any of such topics not included herein.

- 8.03 <u>Full Understanding</u>: The parties agree that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions. All topics raised during the meet and confer process leading to this agreement that are not included or referenced herein are deemed withdrawn. In all matters not specifically set forth in this agreement that involve conditions of employment that could be the subject of this agreement, the MCSD policies shall govern subject to the Union's right to grieve any such provision that could adversely affect an employee.
- 8.04: <u>Signatures</u>:

Ratified by the Union this	day of	, 2020 <i>2021</i> .

Approved by the MCSD Board of Directors this 24th day of August 2020 24, May, 2021.

Roll Call Vote: Ayes: Noes: Absent:

Attest:

Andrea Mills, District Secretary of the Board

Amos McAbier General Manager Date

Art Frolli Operating Engineers Local Union No. 3 Union Representative Date

MCCLOUD COMMUNITY SERVICES DISTRICT RESOLUTION NO. 2, 2021

APPROVING A PUBLICLY AVAILABLE PAY SCHEDULE AS REQUIRED BY CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, The California Code of Regulations (CCR), Title 2, Section 570.5 requires CalPERS member agencies to have a duly approved and adopted publicly available pay schedule; and

WHEREAS, the pay schedule must meet the following criteria: position title for every employee position, pay rate for each position, and time base for each pay rate position; and

WHEREAS, this regulation requires this criteria be contained in a single board approved document; and

WHEREAS, the attached pay schedule meets the above requirements.

THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of the McCloud Community Services District hereby adopts the attached Pay Schedule.

BE IT FURTHERED RESOLVED AND ORDERED that the attached Exhibit 1 is part of this resolution.

ADOPTED on May 10 24, 2021 by the following votes:

AYES:

NOES:

ABSENT:

Catherine Young, President of the Board

ATTEST:

Andrea Mills, District Secretary



MCCLOUD COMMUNITY SERVICES DISTRICT 2020-21 SALARY SCHEDULE

Effective July 1, 2021

New 2 year MOU agreement effective July 1. 2021 with 2% wage increase

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BI-WEEKLY \$ 1,333.34 \$ HOURLY \$ 16.67 \$ HOURLY \$ 33.521.28 \$ ANNUALLY \$ 33.521.28 \$ MONTHLY \$ 33.521.28 \$ MONTHLY \$ 2.7733.44 \$ MONTHLY \$ 2.7733.44 \$ MONTLY \$ 36.364.22 \$ ANNUALLY \$ 36.364.22 \$ MONTHLY \$ 3.030.35 \$ MOUTHLY \$ 3.030.35 \$ MONTHLY \$ 3.030.35 \$ MOUTHLY \$ 3.030.35 \$ MOUTHLY \$ 3.030.35 \$	49 \$ 27 \$ 53 \$	<u></u> м м и		1,490.83		İ	
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MONTHLY \$ 2,793.44 \$ BI-WEEKLY \$ 1,289.28 \$ BI-WEEKLY \$ 1,289.28 \$ HOURLY \$ 1,289.28 \$ ANNUALLY \$ 36.364.22 \$ MONTHLY \$ 3.030.35 \$ BI-WEEKLY \$ 1,398.62 \$ MONTHLY \$ 305.46.62 \$ ANNIALI \$ 305.46.62 \$		A	40,077.02 \$	42,262.27	4	\$ 46,632.77 \$	48,818.02
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HOURLY \$ 16.12 \$ ANNUALLY \$ 36.364.22 \$ MONTHLY \$ 30.30.35 \$ MONTHLY \$ 1,398.62 \$ BL-WEEKLY \$ 1,748 \$ ANNIALIY \$ 30.36.55 \$	5 1,4	69	541.42 \$	1,625.47	1,7	\$ 1,793,57 \$	1,877,62
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MONTHLY \$ 3,030.35 \$ BI-WEEKLY \$ 1,398.62 \$ HOURLY \$ 17.48 \$ ANNIJALIY \$ 39.546.62 \$	86 \$	ь	41,307.55 \$	42,729.02	\$ 44,850.62	-	46,844,93
BI-WEEKLY \$ 1,398.62 \$ HOURLY \$ 17,48 \$ ANNIJALLY \$ 39.546.62 \$	49 \$	Ф	3,442.30 \$	3,560,75			3,903,74
\$ 39.546.62 \$	\$ 1,5	в	1,588,75 \$	1,643.42	\$ 1.725.02	\$ 1797.65 \$	1,801.73
39 546 62 8	27 \$	ф	19.86 \$	20.54		\$ 22.47 \$	22.52
	29 \$	69	+	47,099.52	4	51,045.70	2
\$ 3,295,55 \$	02 8	9 6	+	3,924.96		4,253,81	
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WASTE WATER GRADE I CERT.							
CHIEF PLANT OPERATOR / PT HOURLY \$ 70.00 *Work hours		limited to what is necessary to effectively administer the testing of the sewer lagoons	rely administer	r the testing of the	sewer lagoons		
INTERIM UTILITY WORKER / PT HOURLY \$ 15,65							
13.00 \$	69	13.79 \$	14.21 \$	14.63	\$ 15.07	\$ 15.52 \$	15.99
HOURLY \$ 13.00 \$	13.33 \$	13.66 \$	14.00 \$	14.35	\$ 14.71		
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HOURLY \$ 13.00 \$		14.20 \$	14.84 \$	15.50	\$ 16.20	в С С С С С	24

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MCCLOUD COMMUNITY SERVICES DISTRICT 2020-21 SALARY SCHEDULE Effective Lanuary 1 2022

Effective January 1, 2022

		New 2 ye	New 2 year MOU agreement with January 1, 2022 minimun wage increase to \$14	with January 1, 20	22 minimun wage i	ncrease to \$14			
POSITION	TIME	07/01/19- AM	05/15/18-06/30/18 KD	07/01/17 - 05/31/18 KP					
	ANNUALLY	\$ 75,000.00	\$ 68,000.00	\$ 70,000.00	\$ 75,000.00				
GENERAL MANAGER	MONTHLY	\$ 6,250.00	ь	\$ 5,833,33	\$ 6,250.00				
FSLA OT Exempt	BI-WEEKLY	\$ 2,884.62	\$ 2,615.38	\$ 2,692.31	\$ 2,884.62				1
	HOURLY		-	\$ 33.65	\$ 36.06				
	ANNUALLY								
FSI & OT Frempt	MONTHLY	\$ 2,083.33	*Negotiated Salary	2					
	BI-WEEKLY								
ASSISTANT FIRE CHIEF	ANNUALLY	\$ 1,171,60	*Negotiated	Salary / Stipend					
VOLUNTEER	QUARTERLY		2						
FIREFIGHTER VOLUNTEERS	POINTS	0		rterly by Points					
EMT/PARAMEDIC	POINTS	\$ 20.00	1×	y Points					
POSITION	TIME	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	ANNUALLY	\$ 49,420.36	69	\$	\$ 57,219.55	60,062.50	\$ 63,075.17	69	6
FINANCE OFFICER	MONTHLY		÷	69			5,256,26		
FSLA OT Exempt	BI-WEEKLY		Ь	в	\$ 2,200.75	2,310.10	\$ 2,425.97		
	HOURLY	\$ 23.76	÷	ы		28.88	30.32		6
	ANNUALLY		ŝ	\$	5	60,953.57	63,584,35		6
NT	MONTHLY		ф	ь		5,079,46	5,298.70		
FSLA OT Exempt	BI-WEEKLY	\$ 1,939.63	\$ 2,040,82		\$ 2,243,18	2,344,37		6	6
	HOURLY		ю	ю	\$ 28.04	29.30	30.57		6
	ANNUALLY		в	ю	\$ 37,743.26	38,761,63	40,013,38	41,710,66	\$ 42,092,54
	MONTHLY		ь	ക		3,230,14	3,334,45	3,475,89	\$ 3,507.71
UISTRICT SECRETART	BI-WEEKLY	\$ 1,333.34	ŝ		\$ 1,451,66	1,490.83	\$ 1,538,98	1,604,26	\$ 1,618,94
	HOURLY		в	в	\$ 18.15	\$ 18.64	19.24	\$ 20.05	\$ 20.24
	ANNUALLY	\$ 33,521,28	÷		\$ 40,077,02	42,262.27	44,447,52	46,632,77	\$ 48,818,02
	MONTHLY	\$ 2,793.44	в	\$ 3,157,65	\$ 3,339,75	3,521.86	-	3,886.06	\$ 4,068.17
	BI-WEEKLY	\$ 1,289.28	-	1,4	\$ 1,541.42	1,625.47	1,709.52	1,793.57	\$ 1,877.62
	HOURLY	\$ 16.12	ь	\$ 18.22	\$ 19.27	20.32	_	-	\$ 23.47
	ANNUALLY	3	\$ 37,9	3	4	-	44,850.62	46,738.85	\$ 46,844.93
	MONTHLY	\$ 3,030.35	ь	\$ 3,304,39	\$ 3,442.30	3,560.75	\$ 3,737.55	\$ 3,894.90	\$ 3,903,74
	BI-WEEKLY	1,3	\$ 1,461.46	\$ 1,525,10	\$ 1,588.75	\$ 1,643,42	\$ 1,725.02	1,797,65	\$ 1,801.73
	HOURLY	S 17.48	в		\$ 19,86	\$ 20.54	21,56	22.47	\$ 22.52
	ANNUALLY	en	\$	\$ 42,729,02	\$ 44,871,84	-	\$ 49,454.50	\$ 51,045.70 \$	S
	MONTHLY		S	\$ 3,560.75	\$ 3,739.32	3,924,96	4,121.21	4,253,81	\$ 4,282,10
	BI-WEEKLY	1,5	\$ 1,565	\$ 1,643,42	1.7	-	_	-	\$ 1,976.35
	HOURLY	\$ 19.01	\$ 19.56	\$ 20.54	\$ 21.57	22.64	23.78	24.54	\$ 24.70
WASTE WATER GRADE I CERT.									
CHIEF PLANT OPERATOR / PT	HOURLY	S 70.00		ted to what is necess	ary to effectively adm	"Work hours limited to what is necessary to effectively administer the testing of the sewer lagoons	sewer lagoons		
INTERIM LITILITY WORKER / BT		45 G5							
ACCOUNTING CLERK / PT	HOURLY		Ф			\$ 15.76	16.23	\$ 16.72	\$ 17.22
JANITOR / PT	HOURLY		в			\$ 15.45	15.84		۹. ۵
68 LIBRARY AIDE / PT	HOURLY	\$ 14.00	в	\$ 15.00	\$ 15,52	\$ 16.07			Ф
BARK MAINTENANCE / PT	HOURLY	\$ 14.00	\$ 14.63			\$ 16.70	17.45		

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MCCLOUD COMMUNITY SERVICES DISTRICT 2020-21 SALARY SCHEDULE Effective July 1, 2022

	vage increase	
	ulv 1. 2022 with 2% wage increase	
	NU agreement effective July	
The second se	New 2 year MOU a	

DOSITION		17761	07/01/19- AM					07/01/17 . 05/31/18 KD									
	ANNUALLY	69	L	\$ 68 000.00		ľ	70.000.00	G	75 000 00								
GENERAL MANAGER	MONTHI Y	÷ 65	6 250 00		5 666 67	÷ .	5 833 33	÷ €	6 260 00								
FSLA OT Exempt	BI-WEEKLY) 69	2,884.62	ə 69			2 692 31	÷ €	2 RR4 62								
	HOURLY	e.			+		33.65	÷ 4	36.06								
	ANNI IAL I	e.	25.0	,	-1		2020	÷	00.00								
FIRE CHIEF / PT	MONTHI Y	÷		*Manot	Manntisted Salani												
FSLA OT Exempt	BI-WEEKLY	9 69		noñon i	ופובת המומו)												
ASSISTANT FIRE CHIEF	ANNI JALI Y	e.	ſ														
VOLUNTEER	QUARTERLY	• • •		*Negot	*Negotiated Salary	alary / Stipend											
FIREFIGHTER VOLUNTEERS	POINTS	69		*Paid (*Paid Quarterly by	IV by Points								l			
EMT/PARAMEDIC	POINTS	69		*Paid (≳	by Points											
POSITION	TIME	╞	STEP .	STEP 2	•	STEP 3	P 3	S I	STEP 4	ŝ	STEP 5		STEP 6	Ľ	STEP 7	Ľ	STEP 8
	ANNUALLY	ŝ	50,408.77		1.1	ii S	55,572.34	ь	58,363,94	ь	61.263.75	ю	64.336.67	ы		G.	ġ
FINANCE OFFICER	MONTHLY	ŝ	4,200.73	ь	8		4 631 03	ь	4,863.66	в	5.105.31	-	5 361 39	69	,	÷ 69	
 FSLA OT Exempt 	BI-WEEKLY	69				69	2,137,40	ы	2.244.77	¢9	2 356 30	ю	2.474.49	69	52 109	e e	93
	HOURLY	69					26.72	ы	28.06	ы	29.45	+	30.93	69	,	e e	
	ANNUALLY	69	51,4	e R	10.00		56,805.84	ь	59,489.24	ы	62.172.64	+	64.856.04	ы	3 00	e en	12
PW SUPERINTENDANT	MONTHLY	69		\$	-		4,733,82	ŝ	4,957.44	ю	5,181.05	-	5,404,67	с о	•	69	
FSLA OT Exempt	BI-WEEKLY	\$	1,978.42			S	2,184,84	¢	2,288.05	ь	2,391.26		2,494,46	69		es es	8
	HOURLY	69	24.73		26.02	÷	27.31	ы	28.60	s	29.89	-	31.18	с.		69	,
	ANNUALLY	69	35,360,28				37,394,47	ю	38,498,13	ь	39,536,86	ю	40.813.64	ю	42.544.87	69	42 934 39
DISTRICT SECRETARY	MONTHLY	69		ŝ		s	3,116.21	÷	3,208.18	ю	3,294,74	69	3,401 14	G	3 545 41	es la	3.577.87
	BI-WEEKLY	69	1,360.01		· · · · ·		1,438.25	ക	1,480.70	ю	1,520,65	ь	1,569.76	ь	1,636,34	G	1.651.32
	HOURLY	ŝ					17.98	ф	18.51	ы	19.01	69	19.62	ы	20.45	69	20.64
	ANNUALLY	ŝ	en		10.00	(C)	38,649.61	в	40,878,56	в	43,107.52	ь	45 336 47	ь	47,565,42	69	49.794.38
REFUSE OPERATOR	MONTHLY	60 I		s,	~~~		3,220.80	ь	3,406.55	ь	3,592.29	ь	3,778.04	÷	3,963.79	6 9	4,149.53
	BI-WEEKLY	5	-		62		1,486.52	ь	1,572.25	ю	1,657,98	в	1,743,71	ю	1,829,44	÷	1,915.17
	HOURLY	69			-+	ы	18,58	в	19.65	ю	20.72	ы	21.80	Ь	22.87	ŝ	23.94
	ANNUALLY	69	en		1.2		40,445.76	ь	42 133 70	ф	43,583.60	в	45,747,64	69	47,673.62	ь	47,781,83
UTILITY WORKER I	MONTHLY	69 (69	3,229,82	S	3,370.48	ы	3.511.14	ю	3,631.97	ь	3,812.30	ь	3,972.80	÷	3,981.82
	BI-WEEKLY	ŝ	1,4		_		1 555.61	ы	1,620.53	ю	1,676.29	-	1,759.52	в	1,833.60	¢	1,837.76
	HOURLY	69		ы	n		19.45	ŝ	20.26	ю	20.95	_	21.99	ю	22.92	¢	22.97
	ANNUALLY	59	4	Y	0		43,583.60	ь	45,769,28	ы	48,041.51	ŝ	50,443.59	ю	52,066.61	ŝ	52,412.86
UTILITY WORKER II	MONTHLY	69 I		69	4	G	3,631.97	ы	3,814,11	ю	4,003.46	ь	4,203.63	Ь	4,338.88	s	4,367.74
	BI-WEEKLY	\$	1,5		5		1,676.29	ы	1,760.36	சு	1,847.75	-	1,940.14	ь	2,002.56	¢	2,015,88
	HOURLY	69	19.39	ы	19.95	ы	20,95	ь	22 00	ю	23,10	в	24.25	ю	25.03	s	25.20
WASTE WATER GRADE I CERT.																٥	
CHIEF PLANT OPERATOR / PT	HOURLY	\$	20.00	"Work hours !		d to what i	s necessa	iny to effe	imited to what is necessary to effectively administer the testing of the sewer lagoons	nister the	e testing of th	ne sewe	r lagoons				
INTERIM UTILITY WORKER / PT	НОИКLY	69	15.65														
ACCOUNTING CLERK / PT	HOURLY	69	14.00	ь С		G	14.85	69	15.30	64	15 76	e.	16.23	¥	16.70	e	17.00
JANITOR / PT	HOURLY	ь	14.00	69	5	G	14 71		15.08	64	15.45	+	15.84	÷ 6	71.01	9 6	77.1
. D. LIBRARY AIDE / PT	HOURLY	69	14.00	69	5	67	15.00	6	15.52	÷ 64	16.07	+	16.63	, 9		96	
PARK MAINTENANCE / PT	HOURLY	e.	14 00		e		15.20		46.00		01.04	╋	20.01		·		
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MCCLOUD COMMUNITY SERVICES DISTRICT 2020-21 SALARY SCHEDULE

Effective January 1 2023

			New C well	Pool I OM -			Effective January 1, 2023	202	Effective January 1, 2023 New 2 year MOU accomment with Tanuary 1, 2023 minimum water increase to \$15								
1	TIME	07/01/19-	A	05/15/18-06/30/1	30/18 KD		07/01/17 - 05/31/18 KP	05/31/18	KP KP	Cidaod	0.00						Γ
I∢.	ANNUALLY	φ	75,000.00	\$ 68	68,000.00	ь	70,000.00	69	75,000.00								I
	MONTHLY	ю	6,250,00	8	5,666,67	Ф	5,833,33	ь	6,250,00								
	BI-WEEKLY	ю	2,884.62	\$	2.615.38	ь	2,692.31	ьэ	2,884,62								
_	HOURLY	ŝ	36,06	ß	32.69	ы	33.65	ь	36.06								
	ANNUALLY	ы	25,000.00		-												
_	MONTHLY	ф	2,083 33	*Negotia	*Negotiated Salary	λ											
_	BI-WEEKLY	ю	961.54														
-	ANNUALLY	ю	1,171,60	*Alocotic	and Colo	Cotto / Set	2										Γ
-	QUARTERLY	ю	292.90	INEGUIIG	weguiraren oarary / ouperin	adine / Au	DU										
_	POINTS	ю	10.00	*Paid Quar	uarterly b	terly by Points											Γ
-	POINTS	\$	20.00	*Paid Quar		terly by Points											
_	TIME		STEP 1	STEP 2	2	ST	STEP 3		STEP 4	S	STEP 5	ľ	STEP 6	STEP 7		STEP 8	
-	ANNUALLY	ю	50,408.77	\$ 52	52,932,22	ŝ	55,572.34	ŝ	58,363,94	ф	61,263,75	ю	64.336.67 \$			6	24
_	MONTHLY	в	4,200,73	\$ 4	4,411,02	s	4,631,03	в	4,863,66	ю	5,105,31	ю	5,361,39 \$			5	Γ.
-	BI-WEEKLY	69	1,938.80	\$	2,035,85 \$	s	2,137,40	ь	2,244,77	ю	2 356 30	ь	2,474,49 \$			\$	
-	HOURLY	в	24.23	ø	25,45	ŝ	26,72	ю	28,06	69	29.45	ю	30.93 \$			\$	4
	ANNUALLY	ю	51,439.04	\$ 54	54,122 44	¢	56,805,84	ю	59,489,24	ю	62,172,64	ь	64,856.04 \$			69	
-	MONTHLY	69	4,286,59	\$	4 510 20	ŝ	4,733,82	ю	4,957,44	ы	5,181.05	ь	5,404.67 \$			69	
-,	BI-WEEKLY	ю	1,978,42	\$	2,081.63	ь	2,184.84	ю	2,288.05	ь	2,391,26	ю	2,494,46 \$,	6	
-1	HOURLY	ю	24.73	\$	26.02	ю	27.31	69	28.60	s	29,89	ы	31.18 \$			ы	
	ANNUALLY	ь	35,360,28	\$ 36	36,637.06	÷	37,394,47	ю	38,498,13	69	39,536,86	ь	40,813,64 \$	42,544.87	4.87 \$		42,934,39

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"Work hours limited to what is necessary to effectively administer the testing of the sewer lagoons

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Berkeley Fire Department Type 1 Freightliner Ambulance Donation to McCloud FD



The City of Berkeley, CA Fire Department has offered us this 2014 Navistar Terrastar Ambulance built by Horton Ambulance as a donation to the department. It would be a no cost item to transfer to the CSDFD.

This unit has many possible uses that benefit the town and Southern Siskiyou County in general.

- 1. Use it as an Emergency Support Vehicle/BLS ambulance for the South Siskiyou County Area.
 - a. Firefighter Rehabilitation vehicle.
 - i. BLS ambulance for disaster response.
 - ii. Cooling
 - iii. Warming
 - iv. Hydration
 - Siskiyou County CSA 3/MCFA/ Ambulance billing monies are available to be accessed for this use.
- 2. Use it as a backup to Medic 17.
 - a. If Medic 17 breaks down or is out of service for any reason, we could utilize it to assure ambulance services are unaffected.
 - b. The MCFA has \$40,000.00 set aside that can only be used for an ambulance.
 - i. Siskiyou County CSA 3/MCFA/ Ambulance billing monies are available to be accessed for this use.

Berkeley Fire Department Type 1 Freightliner Ambulance Donation to McCloud FD

Possible uses continued.

- 3. Store it, with a DMV Non-Op for later use as we see fit.
 - a. The McCloud Partners (The Mill Owners) have offered us free storage of it for as long as needed.
- 4. Store it, for a reasonable amount of time (2 years?) with a DMV Non-Op and then sell it.
 - a. We should not immediately sell it due to optics.
 - b. Below, are some ambulances that are for sale online at this moment.
 - i. The McCloud Partners (The Mill Owners) have offered us free storage of it for as long as needed.



2012 Wheeled Coach Freightliner Ambulance Cummins Diesel



2013 Wheeled Coach Freightliner Ambulance Cummins Diesel



2010 Freightliner Ambulance Diesel Engine

\$35,500



2016 PL Custom Freightliner Ambulance Automatic Tire Chains

\$55,000

\$35,500

\$26,987



Berkeley Fire Department Type 1 Freightliner Ambulance Donation to McCloud FD

General costs of receiving the donation.

- Pick up of the Ambulance
 - o Insurance
 - 2,000.00 per year/12 months
 - \$166.00 to pick up and drive home.
 - 1 month of insurance for storing it.
 - o MCSD?
 - o MCFA?
 - o 50/50 split?
 - Direct fuel costs to drive it from Berkeley, CA to McCloud.
 - Maximum cost \$200.00 (275 miles/10 MPG)
 - MCSD Gas card?
 - MCFA debit card?
 - 50/50 split?

Costs of making it into a response ready vehicle for MCFD/Southern Siskiyou County use.

- Rehab/BLS Ambulance vehicle.
 - \$10,000.00 would completely outfit it for this use.
 - Funding Sources
 - Ambulance billing income?
 - Siskiyou County CSA 3 monies are available to be accessed for this use.
 - McCloud Fireman's Association has \$40,000.00 that is set aside for an ambulance, as well as other monies that can be accessed to assist us in making this vehicle for our use.
- Backup Ambulance.

- No cost if utilizing equipment from Medic 17.
- \$60,000.00 if purchasing equipment to have two ready to go ambulances.
 - Funding Sources
 - Ambulance billing income?
 - Siskiyou County CSA 3 monies are available to be accessed for this use.
 - McCloud Fireman's Association has \$40,000.00 that is set aside for an ambulance, as well as other monies that can be accessed to assist us in making this vehicle for our use.

Cost of storage for use later or to sell.

- Insurance Maximum \$166.00 to pick up and drive home.
- Fuel, maximum cost \$200.00 (275 miles/10 MPG)
 - o MCSD?
 - o MCFA?
 - o 50/50 split?