

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
AND THE SUPERVISORS ASSOCIATION OF  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
AFFILIATE OF IBEW LOCAL 11, UNIT 76  
JANUARY 1, 2017 TO DECEMBER 31, 2021**

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**ARTICLE 1-- RECOGNITION**

- 1.1 Pursuant to the Administrative Code of the Metropolitan Water District of Southern California (District), the Supervisors Association of the Metropolitan Water District of Southern California (hereinafter Association) has been certified as the exclusive representative for employees in the Supervisors Association (Unit 03).
- 1.2 This Unit is comprised of employees occupying the classifications listed in Article 9:9 -- Salary Schedule.
- 1.3 For purposes of this MOU, the term employee means an individual on the District's payroll in a regular full-time, regular part-time, temporary full-time, temporary part-time or recurrent position.

**ARTICLE 2 -- AUTHORIZED AGENTS OF THE PARTIES**

- 2.1 For purposes of administering or modifying the terms and provisions of this MOU or receiving any notice to be given hereunder the parties' representatives shall be as follows: The District's representative shall be the District's Manager of Human Resources or designee (address: The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).
- 2.2 Association's representative shall be the Association President or his designee (address: The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).

**ARTICLE 3 --TERM**

- 3.1 This MOU shall be effective on January 1, 2017, subject to approval by the Board of Directors of the District, and shall remain in full force and effect through December 31, 2021.

**ARTICLE 4 -- IMPLEMENTATION**

- 4.1 It is agreed that the provisions of this MOU are of no force or effect until ratified by Association and duly adopted by the Board of Directors.
- 4.2 Once ratified by the Association and then adopted by the Board, each provision of this MOU shall become effective on the date set forth in Article 3.1 -- Term, unless another implementation date is specified for a particular provision within the MOU.

## **ARTICLE 5 -- GENDER**

- 5.1 Whenever the feminine or masculine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

## **ARTICLE 6 -- RENEGOTIATIONS**

- 6.1 In the event either party elects to renegotiate a successor agreement, then within 120 to 150 days prior to the expiration of this MOU, such party shall serve upon the other its written request to commence negotiations.
- 6.2 Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiation session.
- 6.3 In the event that neither group has served upon the other a written request to commence negotiations, the current MOU shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.
- 6.4 The parties agree to open the MOU at Article 9.9 when either party requests to meet and confer on the following items, to the extent such changes affect terms and conditions of employment:
- A. A revision of the duties of a current classification.
  - B. The creation of a new classification.
  - C. The elimination of a current classification.
  - D. The salary of a new or revised classification

No other Article of this MOU shall be reopened except by mutual agreement.

- 6.5 If no agreement is reached on A, B, C or D above, either party may declare impasse and the dispute shall be submitted to the State Mediation Service. The parties shall mutually select a Mediator to whom they will present their respective last and final proposals. The Mediator shall meet with the parties in an effort to assist with a resolution to the dispute.
- A. If more than one classification is consolidated into a single classification, the new classification shall be paid no less than the highest salary from among the classifications included in the consolidation. If any changes made pursuant to Article 6.4 causes an employee to be placed on a range that is lower than the employee's current range, such employee shall be Z-rated at his current salary.
  - B. "Z" rate is applied to an individual and not to a class. If an employee is placed on a "Z" rate, it means the employee will move to the new lower classification, but will remain on the employee's current salary range at the current step and shall be eligible for merit increases and across-the-board increases according to normal pay rate administration rules as found in the Administrative Code and the applicable MOU. For purposes of performance review as provided in the Administrative Code Section 6208 (g), the employee shall be evaluated based on

the requirements of the new lower classification on which the employee has been placed.

- C. "Z" rate shall remain in effect until an employee is, returned to the employee's former classification or its progeny, promoted, voluntarily demotes or voluntarily transfers; or until the current MOU expires. The extension of the "Z" rate beyond the current Agreement may be the subject of bargaining for a successor Agreement.

## **ARTICLE 7 -- FULL UNDERSTANDING**

- 7.1 This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety. However, except as modified herein, existing Metropolitan Water District Administrative Code provision, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect.
- 7.2 It is agreed and understood that during the term of this MOU, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other shall not be required to negotiate, with respect to those matters covered herein.
- 7.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors. In particular, whenever there is a provision herein that a section of the District's Administrative Code shall be added, amended, or deleted, such provision shall not be binding until such addition, amendment, or deletion is approved by the District's Board of Directors.
- 7.4 The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

## **ARTICLE 8 -- PROVISIONS OF LAW**

- 8.1 It is understood and agreed that this Memorandum of Understanding is subject to all current and applicable federal and state laws and regulations in addition to District rules and regulations. The parties agree to abide by all such laws, rules, and regulations.

## **ARTICLE 9 -- SALARIES AND BI-WEEKLY PAYCHECK**

- 9.1 The salaries in effect on December 31, 2017, shall change on the dates and as prescribed below:
- 9.2 For Fiscal Year 2017-18, salary adjustments for the bargaining unit shall be as follows:

Effective the pay period beginning December 31, 2017, there shall be an across-the-board salary increase of 3.0%. The across-the-board increase shall apply only to those employees represented by the bargaining unit as of the date this MOU is approved by the Board of Directors. As a condition of the parties' agreement on December 31, 2017 as the effective date for the first across-the-board salary increase of the 2017-21 MOU, each employee in the bargaining unit as of the date the MOU is approved by the Board of Directors shall receive a one-time only payment of \$1,200 which shall not be considered as part of the employee's regular pay. This one-time only payment shall be implemented as soon as administratively practicable following Board adoption of the MOU.

- 9.3 Effective the first day of the first pay period that includes July 1, 2018, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.
- 9.4 Effective the first pay period that includes July 1, 2019, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.
- 9.5 Effective the first pay period that includes July 1, 2020, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.
- 9.6 Effective the first pay period that includes July 1, 2021, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.
- 9.7 The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age, or national origin.
- 9.8 There will be no changes in the bi-weekly pay cycle without meeting and conferring with the Association.
- 9.9 Salary Schedules (Titles with asterisks are NON-EXEMPT classifications). These classifications are eligible for overtime and premium pays located in Article 41.



TITLE	SALARY GRADE (effective 12/31/17)
Landscape Maintenance Coordinator*	44
Inventory Coordinator*	44
Aircraft Pilot*	46
Supervising Administrative Analyst	49
Inspector IV*	50
Chief of Party*	53 (effective 5/20/18)
Electronic Tech Supervisor O&M Supervisor Plant Laboratory Supervisor	55
Team Manager I	55
Team Manager II	56
Hydroelectric Supervisor Plant Operations Supervisor Sr. Research Chemist	58
Team Manager III	58
Microcomputer Technology Supervisor Sr. Environmental Specialist Sr. Resource Specialist Training Logistics Specialist	59
Team Manager IV	59
Team Manager V	60
Team Manager VI	64
Team Manager VII	65

\* Eligible for overtime and premium pay as identified in Article 41.

**ARTICLE 10 -- HOLIDAYS**

10.1 Holidays will be administered as provided in Administrative Code Sections 1106 and 6225.

10.2 The District shall observe the holidays listed in Administrative Code Section 1106. For convenience, the holidays listed in Section 1106 are also listed below:

New Year's Day	1 January
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Day	31 March
Friday before Easter	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Veterans Day	11 November
Thanksgiving Day	November (as proclaimed by the State of California)
Day after Thanksgiving	November (as above)
Day before Christmas Day	24 December
Christmas Day	25 December
Day before New Year's Day	31 December

10.3 A holiday that falls on an employee's workday shall be the same length as the workday.

**ARTICLE 11-- TEMPORARY PROMOTION**

11.1 For the purposes of this Article, Temporary Promotion is the full-time performance of a majority of the significant duties of a position in one classification by an individual in a lower paid classification. The Temporary Promotion shall be reflected in the employee's annual performance evaluation. The employee shall remain in the Supervisors Unit and shall continue to receive the benefits provided for his original classification. The types of Temporary Promotion shall be defined as below.

## 11.2 Short-Term Temporary Promotion

### A. Non-Supervisory and Non-Managerial Position

The intent of this subsection 11.2A is to compensate any bargaining unit employee who is assigned to perform the majority of the duties of a higher-level non-supervisory/non-managerial position on a daily basis and to ensure that employees not be asked to perform a majority of the significant higher-level duties on days for which they are not receiving the premium. An employee assigned such duties by Management shall receive a premium in the amount of twelve percent (12%) of his normal hourly rate. Such premium shall only be provided in full-day increments for those days on which the employee is actually performing a majority of the duties of the higher-level position, including overtime hours worked. However, such premium shall not be reportable to PERS as compensation earned for retirement purposes. Management shall designate the expected duration of the assignment, but such duration shall be no more than three (3) weeks.

### B. Lead Worker/Supervisory Pay

The intent of this subsection 11.2B is to compensate any bargaining unit employee who is assigned to perform a majority of the duties of a higher-level supervisory or managerial position on a daily basis and to ensure that employees not be asked to perform a majority of higher-level duties on days for which they are not receiving the premium. An employee assigned such duties by Management shall receive a premium in the amount of fifteen (15%) percent of his normal hourly rate. Such premium shall only be provided in full-day increments, for those days in which the employee is actually performing a majority of the duties of the higher-level position. Management shall specify the expected duration of the assignment, but such duration shall be no more than three (3) weeks.

## 11.3 Long-Term Temporary Promotion

An employee who is temporarily promoted to a higher-level position for a period that exceeds three (3) weeks shall receive additional pay equal to the first step of the higher-level position, or a three-step (8.25%) salary increase, whichever is higher, not to exceed the salary range maximum of the higher-level position. Such pay shall be processed using a District Employee Data Change Form (EDCF), and shall be paid for all hours during the period of Temporary Promotion designated on the EDCF.

- 11.4 With the exception of medical leave, a position shall not be filled by a Temporary Promotion for more than 12 months, except by mutual agreement of the parties. An employee who has been in Temporary Promotion for more than 12 months will receive a two-step increase (equivalent to 5.5%) for each year the employee is in that Temporary Promotion, provided that the regular hourly rate plus the premium pay has not already exceeded the range established for the job classification of the Temporary Promotion. The Human Resources Group shall meet with the employee's management at the conclusion of each 12 month interval, to determine whether the Temporary Promotion continues to be necessary.

- 11.5 O&M Supervisors reporting to Team Managers shall generally be offered Temporary Promotion assignments to those Team Manager positions to which they report, whether Short-Term or Long-Term, prior to such assignments being offered to employees in lower classifications. However, Management reserves the right to assign Temporary Promotions to meet its business needs.
- 11.6 For any Long-Term Temporary Promotion opportunity anticipated to last six months or more, and where there is more than one employee with the qualifications and demonstrated required skills expressing interest in the opportunity, the Temporary Promotion assignment shall be fairly assigned to such employees on a rotational basis based on business need. Such rotational assignments shall not be limited to qualified employees within the immediate reporting structure of the Temporary Promotion position. However, Management reserves the right to limit participation in the rotation to a reasonable number. Employees not selected for a rotation but who otherwise have the qualifications and demonstrated required skills, shall receive first priority for rotation in the next temporary promotion to the same position, also anticipated to last six months or more.

A Temporary Promotion rotational assignment shall not be offered to an employee with a current performance evaluation of less than Meets Standards, or who has received a disciplinary action within the preceding six months that is subject to appeal under Article 55.

- 11.7 An employee on a Temporary Promotion who receives a regular promotion to the same classification shall receive no less than a two-step increase above the previous classification, provided it does not exceed the top step of the new salary grade. After receiving a regular promotion, the anniversary date for determining eligibility for the next merit increase shall be the next July 1st common evaluation date.

## **ARTICLE 12 -- PREMIUM FOR SUPERVISION BY "EXEMPT" EMPLOYEES ON DAYS OFF**

- 12.1 The intent of this provision is to compensate bargaining unit employees in FLSA "exempt" classifications for days worked outside of their regular work schedule, when they are directed by Management at the Unit or Section level to provide oversight of a work crew during Shutdowns, emergencies, or other urgent assignments as determined by the District.
- 12.2 For purposes of this section, a Shutdown is a project which is part of the District's annual Shutdown schedule, or which has been deemed by Management as requiring immediate attention. Emergencies and other urgent assignments include those which have been deemed by the District as requiring immediate attention due to operational impacts, impacts on public safety, or potential loss of property.
- 12.3. For each day of the assignment that the employee works at least four (4), but less than eight (8) hours on a day outside of his regular work schedule as determined by the District, he shall receive a daily premium of \$200. For each day of the assignment that the employee works eight (8) hours or more on a day outside of his regular work schedule as determined by the District, he shall receive a daily premium of \$400. In no instance shall an employee receive both the \$200 and \$400 daily premiums for the same day of work. (Example: For a seven-day shutdown, commencing on Sunday and ending on Saturday, and assuming the employee is on a Monday through Thursday 4/10

schedule, if the employee is assigned to oversee a work crew and works for eight hours on Sunday, eight hours on Friday, and seven hours on Saturday, he would receive payments of \$400, \$400, and \$200 respectively for those days, for a total of \$1,000.)

- 12.4. A Team Manager assigned to a Water Treatment Plant who is on a Monday through Thursday 4/10 schedule, shall receive the daily premium when assigned by Management at the Unit or Section level to report to the Plant on a Friday as part of regular and recurring coverage to oversee staff. Payment of the daily premium for any given Friday shall only be applicable to the Team Manager assigned for that Friday, and the number of assigned hours on a Friday shall be determined by Management at the Unit or Section level. For purposes of this subsection 4, such assignments shall be deemed as urgent assignments. This subsection 4 shall also apply to other days of the week in which a holiday that would otherwise fall on a Friday is being observed.

### **ARTICLE 13 -- LEAD PAY**

- 13.1 An employee in the classification of Inventory Coordinator shall be paid lead pay premium in the amount of ten (10%) percent of his normal hourly rate for those hours in which the employee is assigned by a supervisor at the level of Team Manager or above to be in responsible charge of a work activity involving two or more individuals.
- 13.2 Lead assignments shall be rotated fairly among all interested and eligible employees. An employee shall not receive lead pay for more than three (3) consecutive months, when there is more than one interested and eligible employee. It is the intent of the parties that the above shall ensure that all eligible employees in the classification shall have an opportunity to receive lead pay.
- 13.3 Such lead pay shall be provided only if the job activity is expected to exceed three or more consecutive hours in any one workday and where the supervisor has determined efficiency and safety necessitate a "lead" appointment.
- 13.4 A list of lead hours assigned to qualified employees shall be recorded by the supervisor and provided upon request for review by the employees and/or the Association.

### **ARTICLE 14 -- DIVING PAY**

- 14.1 Diving pay will be paid to an employee in addition to all other forms of compensation for a minimum of six (6) hours for time spent underwater in a given work day.
- 14.2 Diving hours are to be computed in whole hours. Therefore, any fraction of an hour spent underwater will be rounded up to a full hour.
- 14.3 Diving pay shall be paid in the amount of \$12.00 per hour.

### **ARTICLE 15 -- COMMERCIAL DRIVER LICENSE INCENTIVE PAY**

- 15.1 Employees in the classification of Team Manager or O&M Supervisor who are specifically designated by the District, at the level of Unit Manager or higher, in writing to obtain, maintain, and/or utilize a Class A or B driver's license, shall be eligible for a \$100/month "good driver incentive." Team Managers or O&M Supervisors who may possess a Class A or B driver's license, but are not specifically designated by the District

as being required to do so, shall not be eligible for the Commercial Driver License Incentive Pay.

- 15.2 The District shall maintain a list of employees whose job duties require them to obtain, maintain and/or utilize a Commercial Driver's license. If an employee's duties change such that he is no longer required to hold a Commercial Driver's license, the employee shall no longer be eligible for the incentive.
- 15.3 An employee shall be ineligible for the incentive if:
- A. He tests positive on an alcohol and/or controlled substance test, or
  - B. He is involved in an accident that results in two or more points on his driving record, or
  - C. He receives a moving violation citation that results in two or more points on his driving record.
- 15.4 Employees who are not eligible due to having tested positive on an alcohol and/or controlled substance test or due to having received two or more points on their driving record may earn back their monthly incentive after a six (6) month waiting period in which the employee does not test positive for drugs or alcohol, does not receive a moving violation citation, and is not involved in an accident.
- 15.5 If an employee is receiving the incentive and is involved in an accident, or receives a traffic citation, he shall immediately upon return to work notify his supervisor.

#### **ARTICLE 16 -- DIRECT DEPOSIT**

- 16.1 An employee shall directly deposit his net salary to a bank of his choice via direct electronic paycheck deposit.
- 16.2 The specific procedures for direct deposit shall be managed by the District.

#### **ARTICLE 17 -- OVERPAYMENTS**

- 17.1 The parties agree that in the event of a payroll overpayment, Payroll will notify the employee of the overpayment prior to making any deductions to recover such overpayment. If the total overpayment is less than ten percent (10%) of the employee's pay period earnings, the amount of the overpayment will be deducted from the employee's next payroll payment after notification. If the total overpayment is in excess of ten percent (10%) of the employee's pay period earnings, a schedule of deductions will be established by the District to recover the overpayment. The maximum repayment each pay period will, however, not be more than ten percent (10%) of the employee's pay period earnings. For the purpose of this Article, "pay period earnings" is defined as the employee's straight time pay during the period, less deductions for retirement and income tax withholding purposes.
- 17.2 If the employee terminates employment with the District before repayment has been fully recovered, the balance due will be deducted from his final payroll payment.

17.3 The District shall hold the Association harmless with respect to any claim that might be filed by an employee as a result of action taken by the District pursuant to this Article.

**ARTICLE 18 -- ANNUAL LEAVE**

18.1 The accrual schedule for annual leave shall be as follows:

RANGE OF HOURS		ACC. FACTOR FOR EACH HR.	APPROX. VAC. HOURS
From	Through		
1	8,352	.0386250	80
8,353	18,792	.0574720	120
18,793	20,880	.0616100	128
20,881	22,968	.0652880	136
22,969	25,056	.0689660	144
25,057	27,144	.0731040	152
27,145	39,672	.0767817	160
39,673	41,760	.0804597	168
41,761	43,848	.0841911	176
43,849	45,936	.0881225	184
45,937	48,024	.0919540	192
48,025	Last hour of total service	.0957854	200

18.2 The maximum accrual of annual leave shall be 475 hours. There shall be no accrual over 475 hours.

18.3 Once an employee's current credit of annual leave reaches 475 hours, the employee shall accrue no additional annual leave until the current credit is reduced below 475 hours.

18.4 If, on the last day of the payroll cycle that includes 15 May and 15 November, an employee has current credit for more than 400 hours, the employee shall be paid for all hours in between 400 and the maximum set forth at 18.3 above. Such payment shall be made with the pay periods which include 15 May and 15 November.

18.5 It is the responsibility of employees not to exceed their maximum accrual.

18.6 The District shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the District. The District shall determine whether or not a request for annual leave will be granted. However, an employee's timely request for annual leave shall only be denied for good and sufficient business reasons.

18.7 If an employee's timely request to take annual leave is denied and such denial causes the employee's current credit for annual leave to exceed the applicable maximum, then the employee's accrual shall continue beyond the maximum for the next three months. At the end of three months the maximum shall apply. During the three months and with a timely request, the employee shall be allowed to take annual leave except in cases of extreme business emergencies.

## **ARTICLE 19 -- SICK LEAVE**

19.1 All eligible employees shall accumulate sick leave with full pay at the rate of 0.0459780 hours for each hour of service.

**A. Such leave may be taken for absences from duty made necessary by an employee's:**

- (1) Incapacity due to illness.
- (2) Incapacity due to injury.
- (3) Incapacity due to pregnancy, childbirth, miscarriage, or abortion.
- (4) Medical, dental or ocular examination or treatment, without incapacity, for which appointment cannot be made outside working hours.

**B. Physician Certification**

- (1) Normally, verification will not be required for short-term absences. A doctor's certification or other acceptable form of verification shall be required for all sick leave absences exceeding two (2) calendar weeks, and may be required for absences where there is doubt as to the employee's fitness to return to work or the employee's supervisor has a reasonable suspicion that there may be sick leave abuse. Notice of this requirement shall be given in advance in all cases of prior leave abuse.
- (2) A physician's certification authorizing an employee's return to work from an incapacity covered by this Section shall be reviewed by the District's medical support in the Workers Comp/Medical Screening Unit prior to the employee's return to work. An additional medical examination or testing may be required in order to determine whether the employee can safely perform his or her duties, or to determine appropriate work restrictions. The employee will be given advance notice in writing of the date, time, and place of the examination/testing and a general description of, and reason for, it. Such examination/testing will be done at District expense and on District time if the District requires it be conducted.

**C. Notification of Sick Leave**

In order to receive compensation while absent because of illness, injury, disability or special leave, the employee shall notify his immediate supervisor or designee prior to the start of the work shift, or as soon as practicable. The employee shall provide the reason for the absence and the estimated length of absence. If the



length of the absence exceeds the original estimate, the employee shall promptly notify his supervisor or designee of the need for and length of additional leave.

**D. Accumulation of Sick Leave**

- (1) Accumulation of sick leave as of the end of the 24th pay period of each annual payroll cycle shall be limited to 1,000 hours of sick leave.
- (2) If at the end of the 24th pay period of any annual payroll cycle the total of accumulated sick leave exceeds the limitation on accumulation above, the excess accumulated sick leave shall, as soon as practicable after the end of the payroll period, be paid to the employee entitled thereto at the employee's hourly pay rate at the end of said payroll period for 52.2% of the excess accumulated hours of such sick leave.
- (3) Employees on military leave, either reserve, National Guard, or extended military service does not lose their accumulated sick leave credit.

**E. Special Leave**

Special leave with pay may be taken and charged against sick leave credits for an employee to care for the employee's ill or injured spouse, domestic partner, child, stepchild, parent, stepparent, brother, or sister. The total of such leave for each incident (e.g., illness, operation, birth) shall not exceed 48 hours.

Satisfactory justification for the granting of special leave shall be as required by the Department Head or Group Manager.

19.2 Any employee who resigns, is laid off for lack of work or funds, or is removed for cause, or retires under the provisions of the Public Employees' Retirement Law and has completed 10,440 hours without an involuntary interruption in District service may elect one (1) of two (2) options pursuant to Article 35.7 of this Agreement. The employee may elect to be paid at the employee's hourly pay rate for 52.2% of accumulated hours of sick leave in full at the time of separation with the remaining 47.8% converted to additional service credit, or, the employee may elect to have 100% of such accumulated hours converted to additional service credit.

19.3 If the employee should die before separation from employment, his estate shall be entitled to any severance value of his accumulated sick leave as if he had resigned on the date of death.

**ARTICLE 20 -- PERSONAL LEAVE**

20.1 An employee who has been employed by the District for more than 1,044 hours of continuous current service; including military leave may take personal leave with pay up to 24 hours during the current calendar year. Said personal leave shall not be charged against the employee's accumulated sick leave. Such personal leave may be taken for any personal reason, so long as such leave does not interfere with the mission of the District.

20.2 Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the calendar year following the year in which it is received.

## **ARTICLE 21 -- USE OF ACCUMULATED LEAVE -- INDUSTRIAL INJURY**

- 21.1. An employee injured in the scope and course of employment with the District may elect to take as much of accumulated sick leave, or accumulated annual leave, or disability leave, as when added to disability indemnity under Division 4 of the State Labor Code will result in a payment to the employee of not more than the hourly rate for 40 hours each week provided that sick leave shall be applied first, and that the order of application of annual leave and disability leave shall be at the option of the employee.
- 21.2 An employee using disability leave because of such an injury shall not be subject to Article 26.4B. When an employee uses such accumulated leave because of such an injury and the District is reimbursed by a third person for its damages by reason of such use, there shall be granted, for credit to the employee's sick leave, annual leave, or disability leave, such sick leave, annual leave, or disability leave equivalent to the amount so used or proportionately if each is reimbursed only in part.
- 21.3 If the District does not collect from the third person the full amount of the compensation paid and other damages for which it is liable to the employee and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave, annual leave, or disability leave used, the amount received shall be credited to annual leave, sick leave, and disability leave in that order.

## **ARTICLE 22 -- USE OF ACCUMULATED LEAVE -- QUARANTINE**

- 22.1 An employee who is quarantined may elect to take as much of the employee's accumulated sick leave or accumulated annual leave or accumulated compensating time off as is necessary to avoid loss of pay. Should the time lost exceed the sick leave, annual leave, and accumulated compensating time off, such excess shall be leave without pay.

## **ARTICLE 23 -- LEAVE WITHOUT PAY**

- 23.1 Leave without pay, except when necessitated by illness, injury, pregnancy, childbirth, miscarriage or abortion, may be granted by a Department Head or designee to an employee only after exhaustion of all accumulated annual leave. Leave without pay granted pursuant to this Section may not exceed 120 consecutive calendar days unless authorized by the District for a longer period. Such leave may be terminated at any time by the employee's returning to work. An employee on such leave is entitled to the benefits of sick leave accumulated prior to his absence.
- 23.2 Leave without pay, when necessitated by illness, injury, pregnancy, childbirth, miscarriage or abortion, may be granted by the Department Head or designee to an employee for a period which, when added to the period of disability leave and to the interval between the exhaustion of accumulated sick leave and the beginning of disability leave, shall not exceed 3,132 hours, unless authorized by the District for a longer period. Such leave shall be granted only after exhaustion of accumulated sick and disability leave, except that disability leave need not be exhausted prior to the taking of leave without pay for the 40 hours which must elapse following the exhaustion of accumulated sick leave in instances of Industrial Injury. An employee who, due to illness or injury, has taken leave without pay under this Section in excess of 30 consecutive calendar days

shall be required to provide a physician's statement attesting to his fitness, based upon his normal duties pursuant to his job description, before returning to work.

### 23.3 Insurance Coverage for Leave Without Pay

- A. Any employee who is on leave without pay for a period of 30 or more consecutive calendar days will be permitted to continue coverage under a group insurance program if permitted under the terms of the program and if the employee pays the premiums required to maintain coverage for the duration of the absence.
- B. Notwithstanding 23.3A above, the District shall pay the premiums it would otherwise pay for any employee who is on leave without pay and is receiving temporary disability indemnity under Division 4 of the State Labor Code as a result of an injury incurred in the course and scope of District employment provided, however, said employee continues to pay his portion of said premiums. Any payment of premiums pursuant to this subsection shall terminate 30 calendar days after the final temporary disability indemnity payment is made.

## **ARTICLE 24 -- BEREAVEMENT LEAVE**

- 24.1 Upon the death of a member of an employee's immediate family, he shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral and related arrangements or to attend the funeral, but not to exceed three (3) working days, or, one workweek as determined by the employee's assigned work schedule if the death occurs 250 miles or more from the employee's place of residence.
- 24.2 For the purposes of this Article, "immediate family" means spouse/domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister stepparent, stepchild, grandparent, grandchild, aunt, or uncle. Domestic partner is defined under Administrative Code Section 6234.

## **ARTICLE 25 -- FAMILY AND MEDICAL LEAVE**

- 25.1 The District will provide family and medical leave for an employee as required by state law, federal law, and Administrative Code Section 6231.
- 25.2 For purposes of this Article, employee shall mean an employee who has at least one year of service with the District and at least 1250 hours active service during the one year period immediately preceding the commencement of the family and medical leave.
- 25.3 The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth or defined below are contained in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the California Fair Employment and Housing Commission regulations implementing the California Family Rights Act ("CFRA") (Government Code 12945.2).
- 25.4 Unless otherwise provided by this Article, "Family and Medical Leave" and "Leave" under this Article shall mean leave pursuant to the FMLA and CFRA.

- 25.5 An employee is entitled to a total of 12 weeks of Leave during any 12-month period to care for a newborn child, due to the placement of an adopted or foster child, to care for a child, parent, parent-in-law, spouse or domestic partner, or domestic partner's child or parent who has a serious health condition, or because of the employee's own serious health condition that prevents the employee from performing any one or more of the essential functions of the employee's position. The 12-month period for calculating Leave entitlement will be the 12-month period measured backward from the date the employee uses any leave.
- 25.6 An employee's entitlement to Leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 25.7 An employee shall provide at least 30 calendar days written advance notice for foreseeable events. For events which are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave, but no later than five (5) working days from learning of the event.
- 25.8 When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:
- A. All sick leave;
  - B. Forty (40) hours of annual leave; if annual leave is exhausted the employee must choose to use other paid or unpaid leave to complete the 40 hours;
  - C. The employee has the option of using additional paid leave at full pay. If the employee chooses to use additional paid leave at full pay, it must be used in the following order:
    - (1) The balance of employee's annual leave
    - (2) Other paid leave
  - D. If the employee elects not to use additional paid leave at full pay, then the employee shall utilize leave in the following order:
    - (1) 75% disability;
    - (2) 50% disability;
    - (3) Annual leave;
    - (4) Other paid leave at the employee's option;
    - (5) Unpaid leave
  - E. The exhaustion of the paid leave shall run concurrently with the Leave.
- 25.9 When the Leave is taken for the birth of a child of the employee, for the placement of a child with the employee for adoption or foster care or to care for a child, parent, parent-

in-law, spouse or domestic partner, or domestic partner's child or parent who has a serious health condition, the employee shall utilize Leave in the following order:

- A. Special Leave;
- B. Annual Leave;
- C. After exhausting special and annual leave, the employee has the option of using any additional paid leave for which the employee is qualified;
- D. Unpaid Leave;
- E. The exhaustion of the paid leave shall run concurrently with the Leave.

25.10 If an employee takes sick leave or partial pay disability leave without requesting Family and Medical Leave, within two days of the employee's return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family and Medical Leave.

25.11 The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12-month period commencing with the start of the Leave.

25.12 An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.

25.13 Any leave taken by an employee under the Fair Employment and Housing Act's provisions applicable to pregnancy-related disabilities cannot be counted against the 12-week limitation on family and medical leaves authorized under the CFRA.

**ARTICLE 26 -- DISABILITY LEAVE**

26.1 Subject to the maximum accumulation stated below, employees shall accumulate disability leave with partial pay equal to the number of hours hereinafter indicated.

Working Hours Credited Not to Exceed the Maximum Hereinafter Stated:

At each of these service hour points	Hours of 75% Leave	Hours of 50% Leave
1,040 hours	48	48
2,080 hours	48	48
4,160 hours	48	48
6,240 hours	48	48
8,320 hours	88	88
10,400 hours	40	40
Each subsequent 2,080 hours	40	40

- 26.2 The total number of hours of accumulated disability leave shall not exceed 800 hours at 75% of full pay and 800 hours at 50% of full pay. Total service shall include all time spent in the employ of the District, excluding time spent on disability leave and leave without pay.
- 26.3 Employees returning from leave for military service shall earn disability at the rate appropriate to the total time of District employment plus military service. In addition, employees shall accrue disability leave at the rate appropriate to the total time of District employment provided they meet one (1) of the following conditions:
- A. Change from one (1) category of employment to another category of employment that is eligible for disability leave;
  - B. Return from a separation of employment from the District within 12 months of the separation; or
  - C. Return from a non-cause involuntary separation of employment from the District.
- 26.4 Disability leave may be taken only after exhaustion of all accumulated sick leave and subject to the following conditions:
- A. Disability leave may be taken only in the event of the employee's disability due to illness, injury, pregnancy, childbirth, miscarriage, or abortion.
  - B. Except as provided in Article 21 -- Use of Accumulated Leave – Industrial Injury, an employee shall not be entitled to disability leave until 40 hours shall have elapsed following the exhaustion of accumulated sick leave.
  - C. Medical or other certification in form acceptable to the employee's Department Head shall be furnished within five (5) working days of the commencement of a period of claimed disability leave and shall be renewed at intervals not exceeding 30 calendar days after the date of the initial or any subsequent certification until termination of the disability leave, or as otherwise determined by the Department Head.
  - D. Disability leave shall be taken by first exhausting disability leave payable at the rate of 75% of full pay and thereafter exhausting disability leave payable at the rate of 50% of full pay.
  - E. No added disability leave shall be credited during any period when an employee is on disability leave.
  - F. Disability leave shall terminate on the date of retirement or on the date employment is terminated, whichever comes first.
  - G. Except as provided in Article 21 – Use of Accumulated Leave – Industrial Injury, an employee who is on disability shall not be entitled to take annual leave until the exhaustion of disability leave or the termination of disability, whichever comes first.

- 26.5 An employee who has taken less than all the accumulated disability leave and then returns to work, may, after using any accumulated sick leave and subject to the conditions of Section 26.4 above, take the remaining disability leave together with any disability leave credited since returning to work for a recurrence of the same disability or for any other disability.
- 26.6. An employee who has taken any part or all of accumulated leave shall, upon returning to work, accumulate disability leave as if the employee's total service, as that term is defined in Section 26.2 above, commenced on the date of return to work. In no event shall accumulated disability leave earned either at the rate of 75% of the hourly rate or at the rate of 50% of the hourly rate exceed the amount of accumulated disability leave in either category determined with regard to an employee's total service from the date of first employment with the District. Nevertheless, in the event that any employee with 4,160 or more hours of total service returns having exhausted all 75% and 50% disability leave allotment, said employee shall be credited with 48 hours disability leave payable at the rate of 75% of the hourly rate and 48 hours disability leave at the rate of 50% of the hourly rate on the day of returning to work provided such crediting of disability leave occurs only once in any 1,040 hours.
- 26.7 An employee who has been employed by the District and is re-employed shall not be entitled to disability leave prior to completion of 1,040 hours of total service after such reemployment. The employee shall then be credited with accumulated disability leave corresponding to the employee's total service, and shall thereafter accumulate disability leave corresponding to the employee's total service. In no event shall such employee have accumulated disability leave exceeding that which would have accumulated as determined under Section 26.6 above.
- 26.8 An employee who is on annual leave or leave without pay and who is authorized to take sick leave and who thereafter exhausts accumulated sick leave shall be entitled to disability leave in the same manner as if the employee had been on working status at the time sick leave commenced.
- 26.9 An employee who has taken disability leave in excess of 30 calendar days will be required to provide a physician's statement attesting to the employee's fitness, based upon the employee's normal duties stated in the job description, before returning to work, and may be subject to medical examination. Such examination will be done at District expense and on District time if the District requests that it be conducted by District-selected medical personnel.
- 26.10 For the purpose of this Article, a District Holiday falling within any period of disability leave shall be deemed to be a full working day.
- 26.11 Annual and sick leave shall not accrue during periods of disability leave.

## **ARTICLE 27 -- MILITARY LEAVE**

- 27.1 Every employee who is a member of the National Guard or Naval Militia, or a member of the reserve corps or force in the federal military, naval or maritime service, shall be entitled to military leave in accordance with the applicable provisions of the Military and Veterans Code of the State of California and federal law. The present law provides, in general, that a person having one (1) year or more of service with the District is entitled

to military leave with pay for a period not exceeding 30 calendar days per fiscal year. The military service time of a new employee who comes to the District directly from military service may be applied to the one (1) year employment requirement necessary to the granting of military leave.

- 27.2 Veterans are entitled to reinstatement if their service does not exceed five (5) years in the military (or longer if involuntarily retained). Employees on military leave do not lose their accumulated leave credits. The District shall restore the veteran to employment as though no interruption of District service has occurred. The District shall apply all general pay adjustments enacted by the Board to the old base salary as though the veteran had not been absent. The veteran need not be returned to the former position but shall be given a position of status and pay equivalent to the former position. Although the veteran earns no leave while absent on military leave, neither does the veteran lose any leave balances while absent on military leave. Military service time is added to the length of District service for purpose of computing the rate at which a returning veteran shall earn leave.

## **ARTICLE 28 -- LEAVE DONATION PROGRAM**

### 28.1 Purpose:

- A. Eligible employees may participate in either the Employee Emergency Leave Relief Fund, which is set forth in the Human Resources Operating Procedures, or the leave donation program set forth below
- B. General Provisions - the leave donation program is designed to provide a mechanism to assist employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows employees who accrue leave to donate accrued annual leave or sick leave hours to a specific employee who has exhausted his own available leave balances. Serious or catastrophic illness or injury is defined as an employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's parent (including in-law), grandparent, child, spouse or domestic partner.

### 28.2 Conditions

To receive leave donations an employee:

- A. Must have been employed in a regular or defined-term position for a minimum of six-months or in a temporary/recurrent position for a minimum of 12 months and worked more than 1250 hours in the previous 12 months;
- B. Must be absent from work due to his own catastrophic illness or injury for more than twenty (20) consecutive work days (as verified by a physician's statement) or be absent from work for more than twenty (20) consecutive work days in order to attend to an ill or injured parent (including in-law), grandparent, child, spouse or domestic partner (as verified by a physician's statement); and,



- C. Must have exhausted all applicable leave balances, including sick leave (if related to an employee's own illness), personal leave, special leave, disability leave and annual leave; except however, the General Manager may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- D. Donations are:
  - (1) Voluntary;
  - (2) Made from accrued annual leave, personal leave, and sick leave balances in whole hour increments but for a minimum of eight (8) hours; A donor may donate all accrued annual leave and personal leave but must retain at least 80 hours of sick leave in his own sick leave account;
  - (3) Irrevocable. If any donated hours remain at the end of the recipient's catastrophic leave, the recipient may retain up to 80 hours, and the remaining hours shall be transferred to the leave transfer pool; and,
  - (4) Subject to taxes in accordance with applicable IRS and State law, and may be subject to withholding as required by law.
- E. The total donations received into an employee's annual leave balance normally shall not exceed 320 hours; provided however, that donations in excess of 320 hours may be considered and approved by the General Manager. Donations attempted in excess of the maximum shall not be taken. Such donations shall not be eligible for payout above the maximum annual leave accrual.
- F. Upon approval of a request for donations from an employee or his guardian if the employee is incapacitated, Human Resources shall, at the employee's (or guardian's) request, post a notice of the eligible employee's need for donations on District bulletin boards accessible to employees and/or via e-mail. Confidential medical information shall not be included in the notice.
- G. Donations shall be administered according to procedures established by Human Resources and requested on a form prescribed by Human Resources. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
- H. Nothing in this Article shall be construed to modify the employment relationship between the District and the receiving employee, or to restrict the District's management rights. Neither shall this Article modify existing District rules, policies or agreements regarding unpaid leaves of absence or family medical care leave.

## **ARTICLE 29 -- FLEX PLANS**

- 29.1 During open enrollment, the District shall offer a program that allows all employees to have a tax advantage in their medical contributions, provided they are eligible for medical insurance coverage, and any other insurance premiums that are eligible for tax advantages through payroll deduction. In addition, the District will allow eligible employees to participate in the District - sponsored Flexible Spending Account program, which includes the following salary reduction options: pre-tax dependent care spending account and pretax health care spending account, at no cost to the employee, to the extent permitted by law.

## **ARTICLE 30 -- MEDICAL INSURANCE**

- 30.1 The District shall continue to provide medical plans maintained by the Public Employees' Retirement System (PERS).
- 30.2 Effective January 1, 2018, the District's monthly contribution shall be 100% of the total premium for the Anthem Health Maintenance Organization (HMO) basic medical plan, for the Sacramento region, but shall not exceed the monthly premium for the medical plan selected by the employee. Employees who retained PERS Care coverage and who retired on or before January 1, 2012 shall be kept whole for any out-of-pocket premium costs, up to 90% of the PERS Care premium.
- 30.3 Effective January 1, 2019, the District's maximum monthly contribution shall be 100% of the total premium for the highest cost HMO basic medical plan for either the Los Angeles region, or Other Southern California region, whichever is higher, but shall not exceed the monthly premium for the medical plan selected by the employee.
- 30.4 Non-Desert employees who were enrolled in PERS Care during 2011 and who switched to one of the HMO plans or PERS Choice shall receive a cash incentive through the first pay period following adoption of the 2017-21 MOU by the Board of Directors, at which time it shall terminate.

The cash incentive through termination shall be equal to:

Employee Only: \$172/month

Employee +1 Dependent: \$343/month

Employee + 2 or More Dependents: \$445/month

Desert employees enrolled in PERS Choice will continue to receive the dollar amounts specified above and shall continue receiving such amounts through the term of the MOU.

- 30.5 An employee who opts out of insurance will receive \$125 per month (\$1,500 per year), provided the employee provides proof of alternate insurance coverage.
- 30.6 If subsequent to December 31, 2021, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution shall remain at the dollar amount in effect on December 31, 2021. Such contributions shall

continue at that dollar amount until the parties agree in writing to change the District's contributions.

- 30.7 The parties shall establish a Health, Dental, Vision Benefits Advisory Committee, at the request of either party. The Committee will examine such issues as benefit levels, plan design, administration, and cost containment. Committee recommendations will be presented to the parties for their use in negotiations for a successor MOU.

#### **ARTICLE 31 -- DENTAL INSURANCE**

- 31.1 The District shall continue to provide dental insurance for the duration of this MOU, to a maximum of \$2,500 per year. The dental insurance provider shall not be changed without mutual agreement of parties.
- 31.2 The District shall pay the entire premium for each employee and qualified dependents to the age of 26.
- 31.3 Any reserve funds developed under the policy may be applied towards paying the premium of any policy obtained in accordance with this MOU.
- 31.4 Effective January 1, 2018, the District shall cover orthodontia benefits for all enrollees in the District's dental plan, up to a lifetime maximum benefit of \$2,000 per covered person.

#### **ARTICLE 32 -- VISION INSURANCE**

- 32.1 The District shall continue to provide a vision care program at the benefit level in effect on December 31, 2000. The vision insurance provider shall not be changed without mutual agreement of parties.
- 32.2 The District shall pay the entire employee-only premium rate.
- 32.3 An employee has the option to purchase family coverage through the program at his own expense for dependents to the age of 26.

#### **ARTICLE 33 -- LIFE INSURANCE**

- 33.1 The District shall provide \$100,000 of group life insurance for each regular full-time employee. Pursuant to the Internal Revenue Code, life insurance coverage above \$50,000 is taxable.
- 33.2 An employee shall continue to have the option of purchasing additional insurance at his own expense.

#### **ARTICLE 34 -- LONG-TERM DISABILITY INSURANCE**

- 34.1 The District shall provide long-term disability insurance to all employees. The insurance shall provide a benefit of \$1,000 per month, but not to exceed 60 percent of the employee's monthly salary. The benefit shall commence 180 days after the employee's disability commences and shall expire 2-1/2 years after commencement, unless the employee's disability terminates sooner. The District's insurance carrier shall determine eligibility including whether an employee is disabled. Pre-existing conditions shall be

excluded from coverage. The District shall have the right to change carriers and coverage so long as the replacement insurance is at least as advantageous as the initial insurance described above. Irrespective of any change, the District's obligations in regard to furnishing long-term disability insurance shall not be increased.

- 34.2 An employee shall have the option of purchasing additional insurance at his own expense.

## **ARTICLE 35 -- RETIREMENT**

- 35.1 An eligible employee shall have the option of retiring from the District according to the contract the District has with the Public Employees' Retirement System (PERS) to provide what is commonly called "Local Miscellaneous 2% @ 55" retirement, plus other contracted optional benefits. Employees hired on or after January 1, 2013 who are "new" PERS members as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall be eligible to retire under "Local Miscellaneous 2% @ 62" retirement formula.

- 35.2 Except as provided for below, the District shall contribute to PERS as Employer Paid Member Contribution (EPMC) seven (7) of the total seven (7) percent of normal member contributions to PERS for employee retirement. Further, such EPMC shall be reported to PERS as special compensation so that it will be included in "compensation earnable" for employee retirement purposes.

Employees hired on or after January 1, 2012 shall contribute the full seven (7%) percent normal member contribution to PERS for the first five years of employment. For such employees, there shall be no EPMC reported to PERS as special compensation. Upon completion of five years of total service, as defined by "service date," the District shall pay the same contribution to PERS as EPMC as existing employees who are PERS "classic" members. A Benefits Service Date will be used to track an employee's anniversary "service date" for eligibility, and all time on the District's payroll as an employee (including "non-PERSable" time, such as working as a Student Intern, or as a Recurrent employee) will be counted towards the five years. Moreover, breaks in service, regardless of length, will be adjusted for under the Benefits Service Date to track all time worked.

- 35.3 Employees hired on or after January 1, 2013 and who are "new" PERS members as defined by PEPRA shall contribute a member contribution of fifty percent (50%) of the normal cost of the Local Miscellaneous 2% @ 62 retirement plan. For such employees, there shall be no EPMC reported to PERS as special compensation.
- 35.4 The contributions referenced above are based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

- 35.5 Article 35.2 shall be operative only so long as the District's Employer Paid Member Contribution continues to be excluded from the gross income of the employee under the provisions of the Internal Revenue Code. If the aforesaid provision becomes inoperative, the District shall contribute to PERS on the same basis it contributed commencing on 1 January 1981.
- 35.6 Such contributions shall be paid from the same source of funds as used in paying wages to the affected employees. The employee does not have the option to receive the District contributed amount paid pursuant to this Article directly instead of having it paid to PERS.
- 35.7 Conversion of sick leave to additional service credit:
- A. Effective December 1, 1990, the District amended its contract with the Public Employees' Retirement System to provide that the unused accumulated sick leave when certified by the District, at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave, as set forth in Government Code Section 20965.
  - B. An employee eligible to obtain service credit under Government Code Section 20965 may substitute accumulated hours of sick leave for service credit for retirement purposes.
- 35.8 The District has amended its contract with PERS to provide the Level 4 Survivor Benefit.
- 35.9 Effective January 1, 2012 the District shall implement the schedule for post-retirement health benefits contained in Government Code Section 22893(a). The application of this schedule shall be subject to the provisions of Government Code Section 22893, and the schedule will solely apply to employees hired after the schedule becomes effective pursuant to PERS laws and regulations. Pursuant to Government Code Section 22893(a)(6), an employee hired prior to the schedule becoming effective may elect to be subject to the schedule.

## **ARTICLE 36 -- DEFERRED COMPENSATION**

- 36.1 The District shall provide a matching contribution, on behalf of each employee who is a participant in the savings plan provided for in Administrative Code, Division VI, Chapter 6, Article 6. The District's matching contribution shall be in the amount of one dollar for each dollar contributed by the employee in accordance with a compensation-reduction election made by the participant pursuant to Administrative Code Section 6785(a), subject to the following limits
- 36.2 During a calendar year the maximum District matching contribution shall not exceed four and one-half (4 ½ %) percent of the total of the employee's cash compensation and salary reductions permitted under sections 401(k), 414(h), and 457 of the Internal Revenue Code during that year (total cash compensation).
- 36.3 This Article shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code and District's Savings Plan regulations. If this Article becomes inoperative, then either party may, on 30 days' notice, notify the other party of its desire to amend this MOU as a result of such

event. Upon expiration of such notice, both parties shall meet and confer in good faith pursuant to division VI, Chapter 1 of the Administrative Code.

## **ARTICLE 37 -- CATEGORIES OF EMPLOYMENT**

37.1 The District agrees to the following categories of employment:

### **A. Regular full-time**

Employees working a 40-hour week for an indefinite period of time. A regular full-time employee shall receive all benefits for which he is eligible.

### **B. Regular part-time**

Regular employees who work a regular schedule of at least 20 hours per week but less than 40 hours per week. Employees in this category may job share. PERS membership and health benefit (Public Employees' Medical and Hospital Care Act ["PEMHCA"]) regulations are applicable. Regular part-time employees who are hired to work a 20 to 39-hour week shall be provided with all the terms and conditions of this Agreement unless otherwise specified, on a prorated basis (leave accrual shall be effectively prorated by the number of hours worked). Notwithstanding the above, a regular part-time employee who is employed as of the date of implementation of this Agreement and is receiving full health insurance benefits, shall continue to receive such benefits for the duration of his employment as a regular part-time employee.

### **C. Temporary full-time**

Employees who are hired for a specified limited time and who work a 40-hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary full-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. All temporary employees are entitled to receive all Holidays as provided for by this Agreement. Temporary full-time employees are not eligible for any other benefits.

### **D. Temporary part-time**

Employees who are hired for a specified limited time and who work less than a 40-hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary part-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Temporary part-time employees are not eligible for any other benefits.

### **E. Recurrent employees**

Employees hired for an indefinite period of time on an irregular basis, such as intermittent, emergency, or on-call. PERS membership and health benefit (PEMHCA) regulations are applicable. Recurrent employees shall be provided with all the terms and conditions of this Agreement unless otherwise specified, on

a prorated basis (leave accrual shall be effectively prorated by the number of hours worked). Notwithstanding the above, a recurrent employee who is employed as of the date of implementation of this Agreement and is receiving full health insurance benefits, shall continue to receive such benefits for the duration of his employment as a recurrent employee.

37.2 Employees who move from one category of employment to another or who are involuntarily separated from service and return to service shall not have their service hours reset for the purposes of benefit accrual.

## **ARTICLE 38 -- RECRUITMENT & SELECTION**

### 38.1 Definitions

**A. Employee:**

For purposes of this section an "employee" is defined as a Category A and Category B employee as referenced in Article 37, Categories of Employment.

**B. Recruitment:**

Process of locating individuals to fill the District's personnel (staffing) requirements.

**C. Selection:**

Selection is the process of hiring the best-qualified candidate for a vacant position. The goal of selection is to match candidates with open positions and the culture of the organization. The hiring authority selects the best-qualified candidate for a vacant position.

**D. Employment Testing:**

A test is an instrument administered by Human Resources, used as a basis for any employment decision including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, achievement, and other proficiencies. Examples include, but are not limited to, a review of records, interview, typing, computer skills, basic skills, job knowledge, work sample or other demonstration tests deemed reliable and job-related as approved by the Human Resources Group Manager.

### 38.2 Job Announcement and Application Filing Process

**A. Job Announcement:**

Job announcements will be advertised through the District's available communication mediums, including but not limited to, bulletin boards, job information hotline, web-site, and email.

**B. Filing Period:**

- (1) The filing period for submitting applications will be a minimum of ten (10) working days and shall be indicated on the job announcement.
- (2) If an employee is on leave during the entire filing period, and returns from leave before the next phase of the recruitment process, the employee will

be allowed to submit his application within five (5) working days of returning from leave or file prior to the date of the test, whichever comes first.

- (3) An employee who does not meet the qualifications for the position will be notified and provided an opportunity to submit additional information within three (3) working days.

**C. Application:**

Each employee applying for a position shall thoroughly complete an application package.

**D. Exemptions:**

An employee shall be excluded from the recruitment and selection process if that individual:

- (1) has a current overall performance evaluation rating of less than "Meets Standards;" or
- (2) has received an appealable disciplinary action in the last six (6) months.

**E. Posting Requirement:**

A recruitment may be conducted on an inside/outside concurrent basis only with the approval of the Human Resources Group Manager.

38.3 Selection Process:

**A. Invitation to Test:**

Qualified employees shall be notified of the time and location of a test at least three (3) days in advance.

**B. Release/Leave Time:**

- (1) If requested, an employee shall be entitled to release time to participate in and commute to, a test.
- (2) Alternatively, an employee may use accumulated annual leave, personal leave, or compensatory time-off, to participate to and commute to, a test.
- (3) The employee shall give reasonable prior notice of his need for release or leave time.

**C. Qualified Candidates:**

- (1) The intent of this section is not to exclude employees, but to get the best qualified candidates. Internal candidates shall have at least ten (10) days to apply for positions covered by this Agreement. No external candidates shall be invited to apply during this time. Human Resources will refer at least the top six qualified employees to the hiring supervisor for interviews before interviewing any external candidates. The recruitment process shall then proceed until an appointment has been made from amongst internal candidates, or the hiring authority decides to hire from outside the



District. Only at this point will external candidates be invited to apply for the position.

- (2) If any internal candidates wish to apply along with the external candidates, they may do so, but shall receive no priority over external candidates.
- (3) For purposes of this Article, Recurrent Employees (defined as Category E employees under Article 37, Categories of Employment) shall be permitted to apply for positions as “internal” candidates.

**D. Exception for Concurrent Recruitments**

- (1) For those recruitments in which the hiring authority and the Human Resources Group reasonably believe that there are an insufficient number of internal candidates (e.g., for entry-level positions; or positions requiring specialized and/or unique skills or experience), the Human Resources Group Manager may approve a concurrent recruitment. In such instances, internal and external candidates shall apply simultaneously.
- (2) If fewer than three (3) internal candidates apply who meet the Minimum Requirements, then the concurrent recruitment shall proceed. However, if three (3) or more internal candidates apply who meet the Minimum Requirements, then the hiring authority shall first interview and make a decision on whether to hire from amongst those internal candidates. If an internal hire is not made, then the recruitment shall proceed with external candidates.
- (3) Except as provided for in Article 38.3(D)(2) above, internal candidates in a concurrent recruitment shall receive no priority over external candidates in terms of the order of interviews, and shall be subject to the same qualifications as all external candidates.

**E. Probationary Promotion**

The intent of the probationary promotion language is to provide a probationary period for those employees who are promoted as a result of the recruitment and selection process or out-of-career progression (family) promotions. Furthermore, it is also agreed by both parties that this language does not include employees who are promoted as a result of a classification study pursuant to Article 42 – Classification Study/Job Audit, or for employees who are promoted for having already performed the higher level of duties for a significant period of time.

**F. Probationary Period**

After each appointment, an employee shall serve a complete period of probation before appointment or probation is complete.

- (1) A new employee shall serve an initial probationary period of six (6) months.

- (2) A District employee who has been promoted shall serve a promotional probationary period of six (6) months. If an employee fails promotional probation, he has reinstatement rights to his former position.
- (3) Employees who successfully complete a probationary period shall be eligible for a merit increase in compliance with Article 40 – Merit Increase.

#### **G. Interview Panel Process**

The District agrees to revise its Human Resources Recruitment procedures to include a written Conflict of Interest form for interview panelists. The intent is to identify conflicts of interest that would preclude an individual from serving on a panel (e.g., a potential panelist who is, or has been, romantically involved with a candidate would be precluded from serving).

### **ARTICLE 39 -- PRODUCTIVITY**

- 39.1 Both parties recognize that it is to their mutual interest and to the best interest of the community to continually strive to improve the quality, economy and efficiency of the District's work effort and work product.
- 39.2 Subject to the approval of his immediate supervisor or manager, an employee may be allowed to work remotely on a day-to-day basis at a location other than his regular work location. Requests by employees to work remotely shall be considered on a case-by-case basis, and shall not be granted in instances where working remotely would have an adverse impact on District operations or productivity. Working remotely at an employee's request shall not constitute a Temporary Work Location as defined in Section 65.2 of this MOU.

### **ARTICLE 40 -- MERIT INCREASES**

#### 40.1 Definition

A merit increase is a salary increase of one (1) or more steps within the salary range of a specified classification. This increase is awarded to employees who have performed their job duties in a manner that warrants such a merit increase.

#### 40.2 Eligibility

##### Regulations

##### **A. Probationary Employees:**

The employee's eligibility date for a merit increase is the first day of the pay period following his completion of the six (6)-month probationary period. Employees who are in the midst of serving a probationary period on July 1st (i.e., the common District evaluation date) of a given year, shall not be eligible for an evaluation or merit step increase on that date. Such an employee shall be eligible for a merit increase upon successful completion of probation, not to exceed the salary range maximum for his classification, and will thereafter receive a common performance evaluation at the next July 1st date.

If an employee is in the midst of serving a promotional probationary period on July 1st of a given year, and subsequently does not complete his promotional probation (whether by failing to pass probation or voluntarily demoting), he shall receive a regular evaluation for work performed in the previous lower classification during the regular evaluation period, and he shall be eligible to receive an evaluation and merit increase retroactive to July 1st of that year, contingent on the following:

- (1) The employee must have room within the salary range of his previous lower classification to receive a merit increase (i.e., the employee cannot exceed the salary range maximum for his classification).
- (2) The employee's performance must be rated as "Meets Standards" or higher based upon work that was performed during that evaluation period in the previous lower classification.

**B. Regular and Recurrent Employees:**

- (1) The employee's eligibility date for a merit increase shall be the first day of the pay period each year that includes the District common evaluation date of July 1st, provided such merit increase does not cause the employee to exceed the salary range maximum for his classification, or
- (2) If the employee was serving a probationary period, and completed probation during the same pay period that includes July 1<sup>st</sup>, the eligibility date for a merit increase following the merit increase specified in Article 40.2A above becomes one (1) year from that date, on the first day of the pay period that includes the following July 1st, provided such merit increase does not cause the employee to exceed the salary range maximum for his classification.

40.3 An employee who has been promoted shall receive a promotional increase equivalent to at least two (2) salary steps effective the date of promotion, provided such increase does not cause the employee to exceed the salary range maximum of his classification.

40.4 Determination of Amount:

OVERALL PERFORMANCE RATING	MERIT INCREASE SCHEDULE
Outstanding	Three (3) or four (4) steps (8.25% or 11%)
Exceeds Standards	Two (2) or three (3) steps (5.5% or 8.25%)
Meets Standards	One (1) or two (2) steps (2.75% or 5.5%)
Improvement Needed	No merit increase
Unsatisfactory	No merit increase

## **Article 41 -- SPECIAL PAY PRACTICES FOR NON-EXEMPT EMPLOYEES**

### **A. OVERTIME PAY**

- (1) Overtime is defined as all hours worked in excess of forty (40) hours worked in a work week.
- (2) For purposes of computing overtime, hours worked shall include all paid hours except sick leave.
- (3) Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, except that work beyond thirteen (13) consecutive hours shall be compensated at the rate of two (2) times the employee's regular rate.
- (4) Regular rate is defined as the sum of the compensation paid to an employee for hours actually worked at the employee's hourly rate, plus any premium pay, except overtime, earned by the employee, divided by the hours actually worked during the workweek. The regular rate shall be used only for computing overtime payment due under this MOU.
- (5) Notwithstanding the provisions above, an employee may opt to be compensated at the rate of one hour of compensatory time (CTO) for each hour of overtime worked plus one-half hour at the regular rate for each hour of overtime worked. Such CTO may be accumulated up to a maximum current credit accumulation of forty (40) hours.
- (6) It is agreed and understood that nothing herein is intended to limit or restrict the authority of the District to require any employee to perform overtime work, whether or not eligible for overtime pay. It is further agreed that overtime will be ordered and worked only when required to meet the District's needs.
- (7) Scheduled overtime occurring on an employee's regular day off shall be at least two (2) hours. Travel to the employee's regular work location doesn't count as time worked. Scheduled overtime shall be fairly assigned to qualified employees based on the skills and responsibilities needed to perform the assignment.

### **B. SHIFT PAY**

1. On the effective date of this Agreement or as soon as administratively possible, an employee shall be paid shift pay premium in the amount of ten (10) percent of his normal hourly rate for qualifying hours.
2. Shift pay shall be paid for all hours worked between 6:00 p.m. and 6:00 a.m.
3. No shift pay shall be paid for overtime work performed as an extension of a day shift or as part of a call back pursuant to 41D, Call Back Pay.

**C. STANDBY PAY**

- (1) An employee is on Standby when he is required by management to be available for a call for his services while in a non-working status during off-duty hours.
- (2) An employee placed on Standby duty shall be required to:
  - A. Be ready to respond in a reasonable time to calls for his service;
  - B. Be readily available at all hours by telephone, or other communication devices;
  - C. Refrain from activities, which might impair his assigned duties upon call.
- (3) Standby duty shall be assigned by management in writing.
- (4) Employees who are assigned to standby will be paid Standby Pay Premium in the amount of ten (10) percent of his normal hourly rate for qualifying hours. Employees who are assigned to standby and required to respond within fifteen (15) minutes will be paid Standby Pay Premium in the amount of fifteen (15) percent of his normal hourly rate for qualifying hours.
- (5) An employee shall not receive Standby Pay for hours during which the employee is being paid at the overtime rate.

**D. CALL BACK PAY**

- (1) An employee is called back if:
  - (a) He is unexpectedly required to leave home to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of his normal work shift and departure from his regular work location; or
  - (b) He is called and asked to work at home outside of normal work hours on District business because of unanticipated work requirements.
- (2) An employee, who is called back as defined above, is eligible to receive pay for a guaranteed minimum period of time or pay for the period of time worked, whichever produces larger compensation.
- (3) Time worked shall include the time spent performing the task requiring the call back and actual travel time from home to work and back.
- (4) Guaranteed Minimum Time Period for a Call Back
  - (a) Unexpectedly required to leave home to return to duty:
    1. An employee residing within the camp or village, or on the same District property as the worksite shall receive a

minimum of two (2) hours pay at his overtime rate for a call back.

2. An employee residing outside the camp or village, or off the same District property as the worksite shall receive a minimum of four (4) hours pay at his overtime rate, for a call back.

(b) Unexpectedly required to work at home:

1. An employee shall receive a minimum of sixty (60) minutes pay at his overtime rate for a call back.
5. If an employee receives an additional call back within the previous guaranteed minimum period, the employee shall not receive another minimum but shall receive pay for time worked beyond the previous call back minimum period.
  6. Notwithstanding D.4 and D.5 above, whenever an employee is unexpectedly required to return to duty as provided in D.4(a) and D.4(b) before the established starting time of the employee's next regular shift, it shall be deemed an early shift start. An employee shall not receive a guaranteed minimum for an early shift start. The employee shall be compensated for time worked at his overtime rate only for the hours between the time of the call back and the start of his regularly scheduled shift.

## **E. FATIGUE TIME**

The intent of fatigue time is to provide a sufficient time for rest between a significant period of work and the start of the next regularly scheduled work shift by replacing regularly scheduled straight time hours with paid rest time.

1. An employee shall be eligible for fatigue time if any of the following apply:
  - A. He has worked an extension of his workday and his extension has been completed with less than eight (8) hours between the completion of the extension and the start of the employee's next regularly scheduled shift.
  - B. He has worked scheduled overtime on a day off which overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.
  - C. He has actually worked at least four (4) hours as a result of call backs pursuant to (D) Call Back Pay.
  - D. He has worked a portion of his regular work shift and is excused to rest prior to working later that same workday.
  - E. He is excused for the remainder of a night, overtime, and/or shutdown assignment that ends early, in order to return to his next regularly scheduled shift.
2. When an employee is eligible for fatigue time, he shall not be required to report to work for up to eight (8) hours plus commute time after the completion of the overtime or the extension of his workday and shall receive full pay for any regularly scheduled hours not worked.

3. If upon completion of fatigue time, there are two (2) hours or less remaining in the employee's regularly scheduled shift for that day, fatigue time may be extended for the remainder of shift, rather than an employee having to use accrued leave time. Notwithstanding the above, an employee may be called in to work the remainder of the shift, even if for two hours or less, if Management determines that a legitimate business necessity exists.

## **ARTICLE 42 -- CLASSIFICATION STUDY/JOB AUDIT**

- 42.1 An employee who believes he is improperly classified may submit a written request for a study of his position to the Human Resources Group anytime during the year.
- 42.2 The Human Resources Group may decline a request for a study of a position that has been studied within the past 24 months, unless the employee justifies such new request. Employees shall be notified of such declination within thirty (30) days of his original request.
- 42.3 The Human Resources Group shall notify the employee that it received his request no later than thirty (30) days after the receipt of the request and shall provide the employee with the job audit questionnaire (JAQ).
- 42.4 The employee portion of the JAQ must be completed and submitted to the Human Resources Group within forty-five (45) working days after receipt of the JAQ. The Human Resources Group shall follow-up at regular intervals with the employee's management to ensure management timely completes its portion of the JAQ in accordance with the Human Resources Operating Guide.
- 42.5 Each employee submitting a study request shall receive a written response to such request, within nine (9) months of receipt of the employee's JAQ by the Human Resources Group. The response shall state whether the job that was studied shall remain the same, be upgraded, downgraded or moved laterally.
- 42.6 Effect of Reclassification
  - A. If the Human Resources Group recommends reclassifying the job to a higher level classification, then either the higher level job duties shall be reassigned or the employee shall be promoted to the new classification effective the first day of the pay period in which the original request was received by the Human Resources Group.
  - B. If the decision is made to reassign the duties, the employee shall be paid as provided in Article 11, Temporary Promotion. Such pay shall be effective to the first day of the pay period in which the original request was received by the Human Resources Group until the duties are actually reassigned.
- 42.7 The District shall provide written notice to the Association of all job audit requests once they have been received by the Human Resources Group.
- 42.8 Upon written request or authorization, the Human Resources Group shall release to an employee and the Association the following information related to the job audit decision:

- A. Job audit report,
- B. Job audit questionnaire with manager's comments, and
- C. Other supporting documents upon which the classification decision is based

42.9 Although the process under which a job audit has been conducted may be appealed through the grievance procedure, the decision as to whether an employee should be reclassified may not be appealed (i.e., is not subject to the grievance procedure).

42.10 Within 90 days of adoption of the 2017-2021 MOU by the District's Board of Directors, the parties shall initiate a Joint Classification Study, the purpose of which shall be to work collaboratively to conduct classification studies of all bargaining unit classifications, and to develop new job descriptions. Consistent with Administrative Code Section 6208(C), it is the responsibility of the Human Resources Group to prepare job descriptions, but the Association shall provide input into the development of each job description, and shall review all job descriptions before they are finalized. Once new job descriptions are finalized, the parties shall meet and confer in accordance with Article 6.4 of this MOU.

Once new job descriptions have been implemented, incumbent employees shall be slotted into the appropriate classifications. An incumbent employee who is reclassified into a classification at a lower salary grade than his current classification, shall be z-rated at his current salary for the remainder of the 2017-2021 MOU term. The extension of z-rating beyond the term of the current MOU may be raised in negotiations on a successor MOU.

Bargaining Unit Alignment shall not be considered as part of this Joint Classification Study. Accordingly, any new or revised classifications created as part of this Study shall remain in Unit 03. The parties reserve the right to discuss and pursue Bargaining Unit Alignment at a later date, but in no event prior to completion of the Joint Classification Study.

The parties intend, and agree to make every reasonable effort, to complete the Joint Classification Study within 12 months of its initiation.

#### **ARTICLE 43 -- TRANSFERS**

43.1 An employee may request a transfer to a vacant position in the same classification at the same rate of pay. Transfers can be either to a different geographic location or a different workgroup.

43.2 An employee who wishes to transfer to another position shall submit a written request for such transfer and have his name placed on a list to be kept by the Human Resources Group. The transfer request will be retained for one (1) year.

43.3 To be eligible for such a transfer, the employee must meet the following conditions:

- A. Meets the minimum qualifications for the position;
- B. Have a satisfactory attendance and disciplinary record, and;



- C. Received a meets standards or higher performance evaluation on the most recent performance evaluation.

43.4 The transfer request will be considered by the District prior to recruitment for the vacancy.

In determining whether to grant a transfer request, the hiring manager shall consider the needs of the District/workgroup and whether employees on the transfer list have the demonstrated skills and experience necessary to perform the job duties. The hiring manager and/or Human Resources Group shall interview at least two (2) employees on the transfer list per vacancy who meet the minimum qualifications and have the demonstrated skills and experience. Such interviews may be conducted either in person or telephone/teleconference. The decision whether to grant a transfer is within the sole discretion of the District.

43.5 The District reserves the right to transfer individuals as, in the judgment of the appropriate manager, may be necessary for the good of the District. However, in no instance shall a decision whether to transfer an employee be retaliatory, discriminatory, capricious or unreasonable.

#### **ARTICLE 44 -- LAYOFF**

44.1 Definitions

- A. *Displacement* - shall mean the replacement by one employee of another employee with less District service.
- B. *Group* - shall mean a work unit that reports to the General Manager's Office, as indicated in the approved annual budget and, with respect to any other department, shall mean the entire department.
- C. *Organizational Unit* - shall mean a Section, Unit or Team within the Group, or the Group as a whole.
- D. *Layoff* - shall mean terminating an employee for non-disciplinary reasons.
- E. *Recall* - shall mean the notification of an employee who was laid off.
- F. *Reduction-in-force* - same as layoff.
- G. *Reinstatement* - shall mean the reemployment of an employee who was laid off.
- H. *Surplus* - shall mean a classification or skill not needed by the District.

44.2 Reason for Layoff

A layoff may be initiated within any group by the Group Manager with the approval of the General Manager, when necessary for reasons of lack of funds or lack of work.

#### 44.3 Order of Layoff

- A. Prior to a layoff, the Human Resources Group Manager shall determine the total length of service in hours, including hours of paid leave, but excluding leave without pay and compensatory time earned, of each employee within the affected Group. A composite listing of all employees within the Group shall be prepared, listing their length of service in hours.
- B. In the event a tie exists between two or more employees having similar length of service, the Human Resources Group Manager shall use hire dates to distinguish ties. In the instance of ties, the employees with the earliest hire date shall be laid off last. In instances where the employees have the same hire date, the employee with the earliest birth date shall be laid off last.
- C. The lists shall be distributed to the Association, managers, and supervisors of organizational units where a layoff or displacement could occur.
- D. The Group Manager shall determine the organizational unit and classification or classifications to be affected by a layoff and the skills or skills within each classification determined to be surplus.
- E. The Human Resources Group shall then develop a seniority list, which shall show the length of service of employees within the organizational unit, as well as the Group as a whole. The Group Manager shall identify and separate the names of the employees by skill groups. The Group Manager and Human Resources shall then identify those employees to be declared surplus.
- F. In case there are two or more employees in the classification from which layoff is to be made, such employees shall be laid off on the basis of inverse order of seniority in District service. Except that, employees whose current performance evaluations are less than a "meets standards" rating with a Corrective Action Plan which have been on record in their personnel folder for at least 30 days, shall be laid off first.
- G. The Group Manager, with written approval from the General Manager, may specify employees within a classification exempt from layoff or displacement if loss of these employees shall seriously impair the function of the District.
- H. The results of Paragraphs D through G above shall be sent in writing to the Association.

#### 44.4 Notice of Layoff:

The Notice of Layoff shall include:

- A. A statement that the employee's position is surplus or he is being laid off due to the exercise of displacement rights of another employee.
- B. The effective date of the layoff;
- C. The length of service of the employee;

- D. A description of the employee's displacement rights.
- E. A description of the employee's reinstatement rights. A request for reinstatement form shall be provided with the layoff notice.
- F. A description of the employee's severance rights as stated in Articles 19.2, 35.7(B), and 44.7 in this Agreement and/or Administrative Code Section 6248.
- G. A description of the employee's right to receive assistance in pursuing outside employment opportunities by requesting a referral to an out-placement service firm for up to five days of out-placement coaching and counseling service.

#### 44.5 Displacement

- A. Displacement shall be permitted provided the displacing employee has the skills required for that position and has demonstrated successful use of such skills in his employment with the District as determined by the group manager and the Human Resources Group Manager.
- B. A request for displacement must be made in writing to the Human Resources Group Manager within five (5) working days following delivery of the Notice of Layoff. An employee who is issued a Notice of Layoff while on a Leave of Absence shall have five (5) working days after returning to his position to submit said request.
- C. Because displacement by seniority is a sequential operation, and because of other factors affecting the timing of a reduction in force, it is anticipated that the Notices of Reduction In Force shall be furnished to affected employees at different times.
- D. The Human Resources Group Manager shall furnish to the affected group manager, as well as the Association, the names of those employees requesting displacement rights. Those employees who have not been exempted from displacement pursuant to Section 44.3 G above are subject to displacement by an employee with more District service.
- E. Displacement of an employee with less seniority shall be permitted within the same job family or in a classification previously held by the displacing employee. Displacement shall be limited to the group in which the reduction in force takes place.
- F. Employees to be laid off due to the exercise of displacement rights by an employee with more District service shall be given a Notice of Layoff. Employees so notified shall have all rights to which employees who have received the Notice of Layoff are entitled.

#### 44.6 Reinstatement

- A. Employees who are laid off and desire to be reinstated at a later date must request reinstatement in writing to the Human Resources Group Manager. Priority shall be given to the reemployment of each employee.

- B. The Human Resources Group Manager shall maintain a list of the names of laid-off employees who have requested reinstatement.
- C. Those employees on the reinstatement list shall be recalled only for positions appropriate to their skills and/or for positions for which they meet the minimum requirements as stated in the job description. Recall of employees from the reinstatement list shall be made in reverse order of layoff.
- D. Each employee shall be responsible for keeping the Human Resources Group office advised of his current home address and upon notification of reinstatement shall be required to respond in person or in writing within ten (10) working days following the notification of recall. Recalled employees shall be required to report for work within 30 calendar days following the date of notification. Failure to comply with these requirements shall result in the employee's name being removed from the reinstatement list.
- E. Prior to being reinstated, an employee shall be required to pass a physical examination to determine if he is physically qualified to perform the duties of the position if the previous District examination was made more than six months before the date of reinstatement.
- F. The name of a laid off employee shall be removed from the reinstatement list two years following the last day for which the employee was paid.

44.7 In the event an employee who has received a Notice of Reduction in Force declines to assert his displacement rights, or is unsuccessful in displacing another employee, the employee shall be placed on paid administrative leave for three months prior to being laid off. The employee shall be placed on the three months of administrative leave no sooner than 30 days after receipt of the Notice of Reduction in Force. Such employees shall receive full pay and benefits while on administrative leave, and they may continue to assert their displacement rights (subject to compliance with Article 44.5 above) until their employment is terminated and they are removed from Metropolitan's payroll. They shall continue to be eligible for appointment to vacant positions within the District without resort to a recruitment process at the discretion of a department head or group manager.

#### 44.8 Grievability

A group manager's determination made pursuant to 44.3 G hereof, with written approval from the General Manager, shall be deemed the exercise of a management right and shall not be subject to review under the District's grievance procedure. However, such determination is subject to appeal pursuant to Administrative Code Section 6218(b) within thirty (30) days of receipt of a Notice of Reduction in Force by any employee who is laid off as a result of the department head or group manager's determination as an abuse of discretion.

### **ARTICLE 45 -- HEALTH AND SAFETY**

45.1 The District shall provide a safe and healthful workplace for all employees by complying with all state and federal laws concerning health and safety.

- 45.2 Employees and the Association may exercise all their legal rights to secure a safe and healthy workplace without any reprisals.
- 45.3 Employees shall comply with all state and federal laws concerning safety and health.
- 45.4 It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, equipment and conditions to their immediate supervisor and the District's manager of workplace health and safety. The employee has the right to submit the matter in writing personally or through the local Association President or his designee. The immediate supervisor and/or the District's manager of workplace health and safety will submit a written response to the employee. On any matter not addressed by the immediate supervisor or the District's manager of workplace health and safety within a reasonable period of time, the Association President or his designee may confer with the Group Manager.
- 45.5 The Association shall appoint one representative to be a member of the Management Safety Committee.
- 45.6 In the event that employees are exposed while at work to carcinogens or other harmful substances exceeding Cal-OSHA Permissible Exposure Limits, medical monitoring shall be made available at no cost to the employee as long as medically necessary.

**ARTICLE 46 -- NO SMOKING POLICY**

- 46.1 The parties agree there shall be no smoking in any District building or District vehicle. Smokers will be accommodated by designating smoking areas outside away from building entrances and air intakes.
- 46.2 Because we have an interest in keeping our employees healthy and productive, the District will encourage our smoking employees to quit by reimbursing them for the cost of an approved smoking cessation program to a maximum of \$100 per employee during the term of this Agreement, after successful completion of a program. The reimbursement will apply for only those employees whose medical plan under PERS does not provide coverage for such a cessation program.
- 46.3 In addition, if, in the District's determination, there is sufficient interest, the District will arrange for lunchtime or after-hours smoking cessation classes at work.

**ARTICLE 47 -- DRUG-FREE WORKPLACE**

- 47.1 As provided by the Drug-Free Workplace Act of 1988, the parties declare that all locations where the District conducts business shall be considered an alcohol and drug-free workplace.
- 47.2 All employees are absolutely prohibited from the following two categories of activities involving alcohol, drugs, or controlled substances while in a District workplace.
  - A. Unlawfully manufacturing, distributing, dispensing, and possessing.
  - B. Reporting to work or working under the influence.

- 47.3 The District will make available to employees information regarding:
- A. Medical insurance benefits provided through Public Employees' Retirement System under the provisions of the Public Employee's Medical and Hospital Care Act for substance abuse programs
  - B. Community resources for assessment and treatment.
  - C. Counseling program.
  - D. Employee assistance program.
- 47.4 The parties agree that assistance toward rehabilitation will be offered to any employee with an alcohol, drug, or substance abuse problem. This policy will apply whether the employee voluntarily admits to such a problem, or has violated the Alcohol and Drug-Free Workplace Policy.
- 47.5 Discipline:
- A. Any employee who violates Article 47.2 A of this MOU will be subject to discipline, up to and including termination.
  - B. Any employee who violates Article 47.2 B of this MOU for the first time will be eligible for the benefits pursuant to Article 47.4 above and may be subject to discipline in accordance with District disciplinary procedures.

#### **ARTICLE 48 -- WELLNESS ENHANCEMENT**

- 48.1 The intent is to provide a wellness enhancement to promote the overall health status of employees. Accordingly, beginning the first pay period following adoption of this Agreement by the District's Board of Directors, each employee in a classification represented by the Association as of that date shall be eligible for a reimbursement of up to \$200, for qualifying wellness expenses incurred between that date and the end of the calendar year.
- Thereafter, each calendar year, each employee shall be eligible for a reimbursement for qualifying wellness expenses of up to \$200.
- 48.2 Qualifying expenses include physical examinations or assessments not otherwise covered by an employee's health insurance plan; health/fitness equipment or classes; and/or health club/gym memberships. Reimbursement requests must include receipts, and are subject to approval by the Human Resources Group. Reimbursement requests for expenses incurred during a calendar year must be submitted by January 31st of the following year. Monies not used in a calendar year may not be rolled over into the next calendar year.

#### **ARTICLE 49 -- PERSONNEL FILE**

- 49.1 An employee, or an employee's representative with the written consent of the employee may inspect the employee's personnel file. The employee may choose to inspect his

personnel file at the office of the Human Resources Group or may have his file sent to his work location for inspection there. No derogatory information shall be placed into the personnel file unless a copy has been provided to the employee and he has been given an opportunity to respond.

- 49.2 Employee personnel files and the information therein shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business or otherwise as required by law. It shall be the responsibility of the Human Resources Group to ensure that individuals without a legitimate business need to inspect an employee's personnel file not be permitted to do so.
- 49.3 At the request of an employee, all disciplinary documents in the employee's personnel file shall be removed after three years unless there has been further discipline regarding the work behavior that led to the discipline. This provision shall not apply to performance evaluations.

## **ARTICLE 50 -- GRIEVANCE PROCEDURE**

### **50.1 Definitions**

- A. A grievant is an employee, a group of employees, or the Association. Alleged grievances which affect more than one employee in a substantially similar manner normally will be consolidated.
- B. A grievance is an alleged misapplication of a specific provision of (1) this Agreement, (2) the Administrative Code, or (3) other rules or regulations governing personnel practices and other terms and conditions of employment within the scope of negotiations, which alleged misapplication adversely affects the grievant. A grievance also includes the following actions: (1) withholding of a merit step, (2) oral warning, (3) written warning (4) suspensions of less than forty (40) hours, and (5) a performance evaluation with an overall rating of less than Meets Standards (i.e., Improvement Needed or Unsatisfactory).
- C. A written grievance is a grievance as defined above, which has been reduced to writing on a form provided by the District. The written grievance shall include the employee's name, classification, group, immediate supervisor's name, and representative's name, if any. It must also include the specific section of the provision alleged to have been misapplied, a clear and concise description of the alleged grievance with the circumstances supporting the employee's allegation, and the specific remedy requested to resolve the grievance.
- D. A "day" is any day in which the Headquarters of the District is open for business.

### **50.2 Waivers and Time Limits:**

- A. Failure by management to reply to the grievance within the time limits specified in this Article automatically grants to the grievant the right to process the grievance to the next level within the time limits defined in the next level.
- B. Any level of review or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.

- C. If a grievant fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last response by management and the grievance shall not be subject to further appeal.

### 50.3 General Provisions

- A. The Association agrees to use the District's standard grievance form when processing formal grievances.
- B. The grievant shall be bound by the statement of the grievance as originally defined. Non-related issues shall not be considered on appeal.

If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any formal level of the procedure which settlement is acceptable to both the grievant and the District prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record.

If the Association does not provide a written response within seven (7) days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the District's representative shall give full consideration to the Association's position prior to settlement of the grievance.

### 50.4 Informal Complaint

- A. Before filing a written grievance, the employee shall attempt to resolve the problem in meeting with his immediate supervisor.
- B. The immediate supervisor shall give an oral response to the employee within five (5) days of the date the issue was raised by the employee.

### 50.5 Formal Grievance:

- A. Level I
  - (1) If the grievant is not satisfied with the resolution proposed at the informal level, he may, within thirty (30) days from the event giving rise to the grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event, file a written grievance with his Unit Manager on the District's grievance form.
  - (2) The Unit Manager shall, within ten (10) days of receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.
- B. Level II



- (1) If the grievant is not satisfied with the written response of the Unit Manager, the grievant may, within ten (10) days from receipt of such response, file a grievance with his Group Manager on the original grievance form.
- (2) Within ten (10) days of receipt of the written appeal his Group Manager shall meet with the grievant and shall investigate the grievance, including meeting with the supervisor, and give a written response to the grievant on the original form.
- (3) Grievances concerning subjects listed in Article 55 -- Appeal Procedure, are appealable to that procedure. For all other grievances, the decision of the Group Manager is final.

#### **ARTICLE 51 -- RIGHT TO ASSOCIATION REPRESENTATIVE**

- 51.1 If an employee reasonably believes that a meeting with his supervisor may result in disciplinary action against him, he shall be permitted, upon request, to have an Association representative in the meeting. If an Association representative is not available at the time of the meeting, the supervisor shall arrange an alternative meeting as soon as possible, but at least within 5 working days.
- 51.2 An employee who is not the subject of an investigation, but who is being questioned by District management as a witness shall also be permitted, upon request, to have the attendance of an Association representative in such meeting. If an Association representative is not available at the time of the meeting, the supervisor shall arrange an alternative meeting as soon as possible, but at least within 5 working days.
- 51.3 Only one Association representative shall be authorized to use District time to represent an employee as provided in this Article. However, the Association may request that one (1) additional representative be allowed to represent an employee (e.g., to provide subject matter expertise on the issue being discussed). Release time for such additional representative shall be at the discretion of the Employee Relations Officer. However, such release time shall only be denied for good and sufficient business reasons.

#### **ARTICLE 52 -- GRIEVANCE REPRESENTATIVE**

- 52.1 Grievance Assistance
- A. A grievant may, at any step of the grievance procedure, be assisted in the preparation and presentation of his grievance by a representative selected by him.
  - B. If the grievant elects to be represented, the District may designate a management representative to be present at the grievance meeting.

#### **ARTICLE 53 -- PRE-DISCIPLINARY PROCEDURE**

53. 1 If a regular employee is to be suspended for forty hours or more, demoted, or discharged, he shall:

- A. Receive written notice of the intended action at least 14 days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based;
- B. Receive copies of any known materials, reports or other documents upon which the intended action is based;
- C. Be accorded the right to respond in writing within a reasonable period of time to the intended charges;
- D. Be accorded the right to meet within a reasonable period of time with the Human Resources Group Manager or designee who has the authority to recommend modification or elimination of the intended disciplinary action; and
- E. Be given the written decision of the Human Resources Group Manager or designee prior to the effective date of the disciplinary action.

53.2 Upon notification that the employee has elected to be represented by the Association, the District shall copy the Association representative on all documents listed above.

## **ARTICLE 54 -- DISCIPLINE**

### 54.1 Proper Cause and Progressive Discipline

Employees may only be disciplined for just (proper) cause. The District shall follow the principles of progressive discipline as contained in this Article.

### 54.2 Examples of Employee Misconduct

Examples of employee misconduct are found in Appendix A.

### 54.3 Corrective Action Plan

An employee may be placed on a Corrective Action Plan ("CAP") to identify specific areas of improvement following a suspension or demotion, or a performance evaluation with an overall rating of less than Meets Standards. A CAP lasts for 90 calendar days, unless an extension is reasonably justified and provided in advance in writing.

Upon issuance of a CAP, Management and the employee shall meet to ensure that the expected areas of improvement are clear, and to allow the employee to seek any necessary clarification. The intent is for the employee to understand what is expected of him as a result of the CAP.

For disciplinary actions involving written warnings, a CAP shall not be included. However, the written warning shall contain a plan for improvement which shall outline the expected area(s) of improvement.

### 54.4 Disciplinary Actions

Disciplinary actions should be designed to fit the nature of the problem and may include warning, demotion, suspension, or discharge. The particular action imposed shall depend on the severity of the misconduct and the particular factual circumstances involved.

#### 54.5 Oral Warning

Oral warning consists of a discussion between an employee (who may request to be represented by the Association) and his supervisor or other manager concerning performance problems or minor instances of misconduct and may be initiated at any time. During this discussion, the supervisor or manager shall review with the employee both the specific deficiencies in question and District standards. The cause(s) of the deficiency shall be identified along with specific improvement needed. The employee shall be advised of the action that will be taken should he fail to achieve the improvement outlined within the time period specified at the session. The substance of an oral warning shall be reduced to writing, placed in the supervisory file, and a copy shall be given to the employee.

#### 54.6 Written Warning

A written warning generally is appropriate to correct instances of more serious employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a written warning is to put the employee on notice that the District shall take other disciplinary action against him unless immediate, real, and consistent improvement in performance is demonstrated. Any decision to issue a written warning shall be reviewed by the Human Resources Group. The supervisor or manager issuing the written warning shall meet with the employee to discuss specific improvements required, over a defined time period, to avoid further disciplinary action. A copy of the record shall be given or sent to the employee and the Association, unless the employee has not elected representation by the Association. The employee may submit a written response on the record within 30 days. The employee shall be asked to sign the record to signify receipt of the written warning. The written warning shall be placed in the employee's official personnel file. The employee's response shall be placed in the file if received within 30 days.

#### 54.7 Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary grade.

#### 54.8 Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to 30 calendar days.

### **ARTICLE 55 -- APPEAL PROCEDURE**

55.1 The following subjects may be appealed pursuant to this Article if they have first met the requirements of Article 50 -- Grievance Procedure and Article 53 - Pre-Disciplinary Procedure:

- A. The following disciplinary actions imposed on regular, non-probationary employees:
  - (1) Suspensions of forty (40) hours or more,
  - (2) Demotions,
  - (3) Discharges,
- B. Alleged misapplication of a specific provision of this Agreement,
- C. Alleged misapplication of a specific provision of the Administrative Code,
- D. Written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluation.

55.2 Hearing of a grievance by the Hearing Officer will be limited to the written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

55.3 Appeal Procedure:

- A. A written request for a hearing must be filed by either the employee or Association with the Human Resources Group Manager within fifteen (15) days of:
  - (1) The date of the notice of disciplinary action; or,
  - (2) The last day a response was possible at the second level of Article 50 -- Grievance Procedure.
- B. The parties may mutually agree upon the selection of the Hearing Officer or shall jointly request a list of panel Hearing Officers as determined in Article 55.5, below.
- C. Within five (5) days following receipt of the above referenced list the parties shall confer to select the Hearing Officer. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the Hearing Officer.
- D. Within ten (10) days after the selection of the Hearing Officer, the hearing shall be scheduled or on a date mutually agreed upon by the parties.
- E. The Hearing Officer shall, within thirty (30) days of the conclusion of the aforementioned hearing, render his decision, in writing, and shall direct copies to the Human Resources Group Manager or designee, the grievant and the grievant's representative (if any).

55.4 Hearing

- A. The fees and expenses of the Hearing Officer shall be shared equally by the District and the employee or Association (whoever files the request for the hearing), it being understood and agreed that all other expenses including, but

not limited to, fees for non-District employee witnesses, transcripts, and similar costs incurred by the parties during such hearing, will be the responsibility of the individual party involved.

- B. The hearing may be public or private at the option of the grievant.
- C. The grievant may be represented by legal counsel.
- D. The hearing shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.
- E. Hearings shall be conducted in accordance with rules and procedures adopted or specified by the Hearing Officer, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.

#### 55.5 Pool of Hearing Officers

Hearing officers may be selected from a list of names provided by the State Mediation Service.

#### 55.6 Decision

- A. The decision of the Hearing Officer shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
- B. The decision of the Hearing Officer may sustain or revoke the disciplinary action or second level grievance response and shall be final and binding on the parties.
- C. The decision of the Hearing Officer can be appealed pursuant to Code of Civil Procedure Section 1094.5.

### **ARTICLE 56 -- EMPLOYEE EVALUATION**

#### 56.1 DEFINITION:

Employee evaluation is a process of rating an employee's work performance, based upon an objective and factual appraisal of his job knowledge, skills, initiative, productivity, work habits, human relations and communication skills. This process is not just an annual preparation of a formal report, but is a continuous process of training, assigning, observing, and evaluating employees towards obtaining the District's and the employee's goals.

- 56.2 Within 60 days following adoption of this Agreement by the Board of Directors, the parties shall meet as a joint labor-management committee to discuss streamlining the employee performance evaluation process. The intent shall be to provide those employees responsible for preparing evaluations and their managers, with information, resources and guidance to assist them. The parties' shared goal is to enable employees to complete performance evaluations as efficiently and expeditiously as possible. The parties also agree to discuss potential revisions to the existing MyPerformance evaluation form, as well as extending deadlines for employees who have a large number of evaluations to prepare. Other issues pertaining to performance evaluations may be raised by one or both of the parties.

**ARTICLE 57 -- RELEASE OF PROBATIONARY EMPLOYEES**

57.1 Prior to being released from employment, an employee on initial probation shall receive a notice of release from their probationary position stating the basis for the decision.

**ARTICLE 58 -- FAIR LABOR STANDARDS ACT**

58.1 The parties agree that for the purposes of the Fair Labor Standards Act (FLSA), employees are salaried employees rather than hourly employees and are exempt from overtime except where noted in 9.9. Changes to this status shall be made by mutual agreement.

**ARTICLE 59 -- NON-DISCRIMINATION**

59.1 There shall be no discrimination on the part of either the District or the Association towards any employee on any of the basis forbidden by any state or federal law applicable to the District which prohibits discrimination against any individual or group of individuals. This provision is exempt from the grievance procedure. A complaint may be filed through appropriate internal EEO channels, and/or State or Federal agencies.

**ARTICLE 60 -- EMPLOYEE LIST**

60.1 Each six (6) months, the District will provide the Association with a listing, by employee name, classification, and home address, of each employee in the Supervisors Association Bargaining Unit.

**ARTICLE 61 -- BULLETIN BOARDS**

- 61.1 The District will provide reasonable bulletin board space for the Association's use.
- 61.2 Details, such as necessity of a separate bulletin board, size, and location, will be determined between the parties at each location.
- 61.3 Bulletin board space shall be used solely for information concerning Association activities and policies.
- 61.4 Any materials posted shall be dated and signed by the Association representative responsible for the posting.
- 61.5 Information posted by the Association shall not contain anything which may reasonably be construed as maligning the District or any of its employees or agents.
- 61.6 The Association agrees that this Article provides the right to post materials only on designated bulletin board space.

**ARTICLE 62 -- SUPERVISORS ASSOCIATION/MANAGEMENT COMMITTEE**

62.1 The Parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the District and the Association. To promote a problem solving

approach, the parties agree that decision-making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

- 62.2 The parties agree to meet up to once per month for the first six months following adoption of the 2017-2021 MOU by the Board of Directors, and thereafter at least quarterly on mutually agreed upon dates and times to discuss any issue concerning the rights of either party or the relationship between the District and the Association or the District and employees that the Association represents. The purpose of the meetings is to exchange information and to solve problems. The parties agree that upon adoption of the 2017-2021 MOU, issues pertaining to training shall be a priority for discussion by the Committee.
- 62.3 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 62.4 Each of the parties will have four (4) representatives, plus additional people as reasonably needed for a specific topic.

#### **ARTICLE 63 -- MEMBERSHIP DUES DEDUCTION**

- 63.1 The District agrees to deduct all authorized initiation fees, periodic dues, and special assessments, voluntary contributions, and agency fees, to the extent permitted by law, from Association members who have signed approved Association membership authorization card or cards.
- 63.2 The District will promptly remit such fees, dues and assessments to the Association, together with a list of effected employees.
- 63.3 The Association shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.
- 63.4 In any case where any employee does not have sufficient funds to provide for payment of authorized dues, the Association shall be responsible for collection from the employee.
- 63.5 The Association shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.

#### **ARTICLE 64 -- AGENCY SHOP**

- 64.1 Subject to any applicable federal or state laws governing agency shop provisions, the parties recognize as of the effective date of this MOU, the Association's right pursuant to California Government Code Section 3502.5 to petition for, and conduct an election, to implement an Agency Shop. Upon receipt of a petition filed pursuant to Government Code 3502.5, the District shall meet with the Association to select a neutral entity to conduct the election.

## ARTICLE 65 -- TRAVEL EXPENSES AND TRAVEL TIME

Travel expenses shall be authorized and paid as provided in this Article and the relevant sections of the Administrative Code (see AC 6320 et. seq.). It is the intent of the parties to fairly and properly reimburse an employee for additional expenses and pay for additional travel time.

The following definitions shall apply to this Article.

- A. *Per Diem* — Paying the employee the negotiated dollar amount for room, board, and incidental expenses. Itemization of expenses is not required.
- B. *Actual Expenses* — Reimbursing the employee for the total actual costs for room, board and incidental expenses related to the conduct of District business. Expenses of \$25 or less need not be accompanied by supporting documentation. An employee will not be reimbursed for alcohol.
- C. *Regular work location* — Primary assignment to a specific work location.
- D. *Temporary work location* — Any work location other than an employee's regular work location. An employee may be assigned to a temporary work location for more than three years by mutual agreement.
- E. *Incidental Expenses* — Other reasonable expenses while conducting District business including but not limited to transportation, tips, laundry services, telephone calls (including calls to family), conference room fees, fees for copying, parking fees, gasoline, fees for FAX machine or PC usage and toiletries.

### 65.1 Work Location:

The District has the option to assign an employee to a temporary work location (65.2); or a new regular work location (65.3).

### 65.2 Temporary Work Location:

If an employee is assigned to a temporary work location, the District has the option of:

- A. Requiring the employee to commute. For purposes of this section a commute is measured from home to the worksite (i.e., portal to portal).
- B. Providing room and board at a District facility or through assigned public accommodations with reimbursement of eligible expenses.
- C. Placing the employee on overnight travel status as provided in Article 2 of the Administrative Code and below at 65.2C(3).
  - (1) If an employee is required to commute from home to a new temporary work location, and the new work location causes a longer commute, then the District has the option of supplying a vehicle or paying mileage, as provided in Article 66 (Mileage Reimbursement) below, for the added distance.



- (2) If the commute referred to in 65.2C(1) above is done on non-work time, then the time needed for the added distance shall be reported as time worked. Such time shall be calculated by dividing the added distance by 40 mph. In special circumstances, e.g. the distance is shorter but the commute is longer, the added travel time shall be determined by agreement between the employee and the supervisor.
- (3) Overnight Travel Status:
  - (a) If the employee is placed on overnight travel status, the District must either reimburse the employee's actual expenses or pay "Per Diem Subsistence." The District shall provide a cash advance upon an employee's request in an amount not to exceed that estimated for the expected length of the overnight travel status. In instances when travel is expected to exceed thirty (30) days, the approval of the Group Manager is required.
  - (b) Per Diem Subsistence shall be \$180.00 for each day an employee is placed on overnight travel status. If an employee is not required to work for more than half of the day on the last day of the assignment, per diem subsistence shall be \$90.00 on the last day of travel status. Effective the first pay period that includes July 1, 2018, the Per Diem Subsistence shall be increased to \$200.00, or \$100.00 if an employee is not required to work for more than half the day on the last day of the assignment.
  - (c) An employee will be placed on overnight travel status at the start of the assignment and taken off at the end of the assignment.
  - (d) An employee on overnight travel status will be allowed one round trip per assignment. If the assignment lasts longer than one week, the employee will be allowed one round trip per week.
  - (e) If an employee brings a family member or guest on overnight travel status, the employee is responsible for payment of family member or guest's charges for lodging, meals, and incidental expenses.

### 65.3 Regular Work Location

- A. If an employee's regular work location is changed and the new work location causes a longer commute, then the District has the option of either providing a vehicle or paying mileage for the additional miles.
- B. The total period of transportation assistance, i.e. mileage or use of a District vehicle, to any employee reassigned to a new regular work location shall not exceed 12 months.
- C. The furnishing of transportation assistance shall not preclude reimbursement for relocation expenses.

- D. If the employee sells or vacates his residence of record during the 12-month period of eligibility for transportation assistance, such assistance shall immediately stop.

**ARTICLE 66 -- MILEAGE REIMBURSEMENT**

- 66.1 Mileage reimbursement for employees using their personal automobiles for District business shall be deemed to include all costs, including gas, oil, tires, insurance, maintenance, and depreciation and shall be at the current IRS published rate.

**ARTICLE 67 -- RIDESHARE AND PARKING**

- 67.1 There shall be no changes to the current rideshare program including vanpools, carpools, rapid transit, and parking without meeting and conferring with the Association.
- 67.2 The maximum reimbursement for Rideshare participants using transit shall be \$187.00 per month.

**ARTICLE 68 -- USE OF DISTRICT VEHICLES**

- 68.1 An employee shall be permitted to drive his District work group vehicle home at the end of a workday, if by the end the workday, returning the vehicle to his regular work location would result in a significantly longer commute than driving to his home. Such permission shall be subject to the submission and approval of a Transportation Order. In instances where it is not practical for the employee to submit a Transportation Order in advance, permission may be given verbally by the employee's manager. However, submission of a Transportation Order must be completed by the end of the next business day, or no later than the end of that week if the employee is working in a remote location without computer access. Use of a District vehicle as described herein applies to those employees who do not already have a long-term vehicle assignment. Personal use of a District vehicle shall be subject to any applicable Internal Revenue Service regulations, and District rules and operating policies governing the use of its vehicles.

**ARTICLE 69 -- PROFESSIONAL DEVELOPMENT AND PRODUCTIVITY ENHANCEMENT**

- 69.1 The District shall reimburse employees for costs incurred for professional development. A list of eligible expenses shall be jointly developed by the Human Resources Group and the Association, and may include but is not limited to: seminars, journals, periodicals, and books; travel expenses, professional association fees and dues; pre-approved electronic software and hardware that is supported by the District's Information Technology Group. Such software and hardware may be installed on personally owned computers in order to enhance work productivity. The costs shall be reimbursed upon the supervisor's approval and receipt by the District of evidence that moneys have been spent, and shall not exceed \$800 annually. All or part of the \$800 annual amount can be carried over one subsequent calendar year, so that the maximum reimbursement for any two-calendar year period is \$1,600. No unused portion of monies accrued during that two-calendar year period shall be carried over any further.

Example A: Employee spends \$600 of his \$800 in CY 2019, and carries over \$200 into CY 2020. The employee now has up to \$1,000 to use in CY 2020, but any monies not spent during CY 2020 will be lost.

Example B: Beginning in CY 2021, the same employee will once again earn \$800, all or some of which may be carried over into, but not beyond, CY 2022.

## **ARTICLE 70 -- PAYMENT FOR LICENSES**

- 70.1 The District shall reimburse employees for licenses or certification fees including renewals that are required by the District or the State for the performance of the employee's job duties, with the exception of Class C driver's licenses. Employees will also be paid for any time spent receiving instruction or taking tests to obtain a license or certificate required by the District for the performance of the employee's current job duties. Any payment for time or reimbursement of funds for testing and/or instruction shall require prior approval from the employee's immediate supervisor. The term "required by the District" as used in this provision includes requirements under an employee's job description and/or pursuant to an employee's job duties.
- 70.2 The District shall also reimburse employees for licenses or certification fees including renewals that the appropriate Group Manager or Department Head deems necessary for succession planning or career development.

## **ARTICLE 71 -- TOOLS**

- 71.1 The District shall provide employees with all tools necessary to perform their job duties and/or to work in a safe and ergonomic manner.

## **ARTICLE 72 -- TUITION REIMBURSEMENT**

- 72.1 An employee shall be eligible for tuition reimbursement at the rate of 100 percent of the total costs of authorized expenses to a maximum of \$9,000 per calendar year., or, to a maximum of \$11,000 per calendar year for those employees enrolled in an accredited college or university pursuing a post-graduate degree (i.e. Master's Degree or higher) in a related field. Authorized expenses shall be for tuition, books, registration, and lab costs for all classes and/or degreed curriculum programs related to District work.

## **ARTICLE 73 -- DESERT REMOTE LOCATION PAY**

The intent of this Article is to improve recruitment and retention at Metropolitan's remote desert facilities which are Hinds, Eagle Mountain and Iron Mountain Pumping Plants, (hereinafter referred to as "Remote Locations"). The terms of this Incentive Pay Program shall be as follows:

General:

- 73.1 Effective the first payroll period following approval by Metropolitan's Board of Directors, an Incentive Pay program shall be implemented, which will provide annual lump sum payments to qualifying employees as follows, subject to the provisions of paragraphs 73.5(D), 73.13, and 73.14:
- A. \$6,000 upon completion of one year's continuous service at a Remote Location.
  - B. \$8,000 upon completion of a second consecutive year of continuous service at a Remote Location.

- C. \$10,000 upon completion of a third consecutive year of continuous service at a Remote Location.
- 73.2 Such payments shall be made by separate check(s) at the conclusion of each one year increment. Subsequent to the Board's approval of this Agreement, the parties shall meet to determine whether payments shall be made each year by a single separate check or multiple checks. Employees shall be given adequate notice prior to receiving payments, to allow them sufficient time to make any desired changes to payroll deductions and contributions. The payments shall not be reported as compensable earnings to the California Public Employees Retirement System for retirement purposes but are considered wages and therefore understood by the parties to be taxable.
- 73.3 This Incentive Payment Program applies specifically to regular full time employees at the Remote Locations, and does not apply to recurrent, part time, or temporary employees.
- 73.4 For all relevant purposes, an employee's service time for the incentive shall be divided into pay periods. A "year" or "twelve month" period shall be defined as twenty-six (26) bi-weekly pay periods and "six months" shall be defined as thirteen (13) bi-weekly pay periods.

Qualifying Service:

- 73.5 Qualifying service at a Remote Location shall include:
- A. Assignment to a Remote Location as the regular work location, even if for a portion of time, the employee is temporarily assigned by the District to a non-Remote Location.
  - B. Assignment by the District to a Remote Location as the temporary work location, provided such temporary assignment is for 12 consecutive months. An employee's temporary work location shall not be changed for the purpose of denying the employee the incentive pay.
  - C. All regularly scheduled hours in a paid status, when assigned pursuant to subparagraphs (a) and (b) above, including authorized medical leaves.
  - D. Examples of variations in qualifying service are shown in the attached program calendar which is attached to this Agreement as Appendix B.
- 73.6 An employee need not be assigned to the same Remote Location for an entire 12-month period in order to qualify for Incentive Pay. (Example: An employee assigned to the Hinds Pumping Plant is the successful bidder, or is transferred by the District, into a new position at (Eagle Mountain or Iron Mountain). The employee shall continue to qualify provided the employee's service at the new Remote Location continues for the remainder of the 12-month period.)
- 73.7 Employees assigned to a Remote Location after the date the Incentive Pay Program is implemented, shall begin qualifying on the first day of the pay period of assignment to the Remote Location.
- 73.8 An employee assigned to a Remote Location, who the District subsequently promotes through a Management-requested promotion to a position at a non-Remote Location, shall continue to qualify for Incentive Pay for the remainder of that 12-month period, after which he shall cease being eligible. (Example: An employee begins qualifying for Incentive Pay on 1/1/16, but is promoted to a non-Remote Location on 7/1/16. Effective

12/31/16 the employee shall be eligible for the \$6,000 incentive payment, after which he shall receive no further payments unless subsequently assigned to a Remote Location.) This paragraph 8 shall not apply in instances of promotions achieved through a job bid.

**Breaks in Qualifying Service:**

- 73.9 If an employee retires, resigns, or transfers from a Remote Location in the middle of a 12-month qualifying period, or is discharged, he shall not be eligible for Incentive Pay for that year. (Example: An employee's 1st year at Remote Location is from 1/1/16 – 12/31/16, and he receives the \$6,000 incentive payment. He then works from 1/1/17 at the Remote Location, but retires on 3/1/17, and therefore is ineligible for any portion of the \$8,000 incentive payment.)
- 73.10 If an employee resigns, voluntarily transfers, or is discharged from a position at a Remote Location, and is subsequently reinstated to a position at a Remote Location, he shall be treated like a new employee in a Remote Location and qualification for the Incentive Pay Program shall restart as if there had been no prior qualifying service.

**Expiration and Renegotiation:**

- 73.11 This Incentive Pay provision shall "sunset" (i.e. expire) three years from the date the Incentive Pay program is first implemented.
- 73.12 No more than 120 days but no later than 60 days prior to the "sunset" date, the parties shall meet and confer upon the request of either party over whether to continue the Incentive Pay Program beyond the "sunset" date. As part of such negotiations, the parties shall review and consider any relevant data as to whether Incentive Pay has been effective in attracting and retaining personnel at the Remote Locations.
- 73.13 In the event no agreement is reached to extend Incentive Pay beyond its "sunset" date, then any employees who were in the midst of a qualifying period shall receive a pro-rated payment for that 12-month period. (Example: Employee begins his 2nd consecutive year on 3/1/18, and the Incentive Pay provisions "sunset" and do not renew on 9/1/18. The employee is entitled to a pro-rated 2nd year payment of \$4,000, which is 50% of the 2nd year \$8,000 payment.)
- 73.14 Management shall not be required to spend more than the following budgeted amounts during the first three years of this agreement:
- A. \$300,000 for year 1
  - B. \$400,000 for year 2
  - C. \$500,000 for year 3.

The maximum cumulative amount payable per this agreement is limited to \$1,200,000, unless the Incentive Pay program is extended pursuant to 73.11 and 73.12. Should this budgeted amount be projected to be exceeded, Management shall inform the bargaining unit of such and the parties will meet and confer to determine how the incentive will be paid to qualifying employees. Management may, in its discretion, seek Board authorization for additional funds.

**ARTICLE 74 -- DISTRICT HOUSING**

- 74.1 Employees renting District-owned residences at Gene Village, shall pay a monthly rental calculated at 6.50 cents per square foot of living space. Employees renting District-

owned residences at the Iron, Eagle and Hinds villages shall continue to pay a monthly rental calculated at 5 cents per square foot of living space. Employees renting District-owned residences at all locations other than those mentioned above shall pay a monthly rental calculated at 6.90 cents per square foot of living space. Living space is defined as the area within the outside perimeter of the house, excluding screened-in porches, garages, and cooler or air-conditioning rooms, but including service porches, enclosed porches and utility rooms.

- 74.2 In addition to the above-stated rental rates, employees renting District-owned garages at Iron, Eagle, Hinds, and Gene villages shall pay \$4.30 per month for such rental. Employees renting District-owned garages at all other locations shall pay \$4.50 per month for such rental.
- 74.3 Utility charges and costs incurred in District housing shall be paid by the District. To the extent any monetary benefit is conferred on an employee by this Article, that benefit shall not be considered compensation for purposes of the Fair Labor Standards Act.

#### **ARTICLE 75 -- PEACEFUL PERFORMANCE**


- 75.1 The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety and general welfare of the residents within the District service area.
- 75.2 Consequently, the Association agrees that under no circumstances shall it recommend, encourage, cause or permit its members to initiate, participate in, nor shall any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District.
- 75.3 In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work-stoppage has ceased.
- 75.4 In the event of any such work-stoppage during the term of this MOU, whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- 75.5 If in the event of a work-stoppage, the Association promptly and in good faith performs the obligations of this Article, and, providing the Association has not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this Article.
- 75.6 However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress.

**SIGNATURE PAGE**

The following signatures acknowledge the ratification of this 2017 - 2021 MOU by the Supervisors Association membership and the acceptance of the MOU by the Board of Directors of MWD.

For the Association:

 5/31/18  
Charles Smith, President Date  
Supervisors Association

 5/31/18  
Randy Hayes, Vice President Date  
Supervisors Association

 5/31/18  
Ernest Zimmermann, Secretary Date  
Negotiations Committee Chair

 5/31/18  
Nan Cargile, Treasurer Date  
Supervisors Association

 5/31/18  
Chris Gabelich, Negotiator Date  
Supervisors Association

 5/31/18  
Teresa Mazurek, Negotiator Date  
Supervisors Association

\_\_\_\_\_  
Samuel Petroff, Negotiator Date  
Supervisors Association

 5/31/18  
Tom Vladovich, Negotiator Date  
Supervisors Association

For MWD:

 5/31/2018  
Jeffrey Kightlinger Date  
General Manager, MWD

 5/31/18  
Diane Pitman Date  
Human Resources Group Manager

 5/31/18  
Stephen Lem Date  
Employee Relations Officer

## APPENDIX A – MISCONDUCT

The District will base its disciplinary actions on the guidelines set forth below. It is impossible to provide an exhaustive list of types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

- A. Insubordination, including: (a) refusal to follow a work order; (b) insulting or demeaning the authority of a supervisor or manager; or, (c) foul or abusive language directed at a supervisor or manager.
- B. Intentional or negligent conduct that damages District property or the property of another employee, a customer, a vendor, or a visitor.  
Note: property includes, but is not limited to, records, supplies, materials, equipment, land or facilities.
- C. Intentional or negligent misuse of District property, or the property of another employee, customer, vendor, or visitor.
- D. Removing from the premises without authorization, the property of the District, a District employee, customer, vendor, or visitor.
- E. Theft.
- F. Fighting or provoking a fight on District time or property.
- G. Engaging in horseplay or other action that endangers District property or disrupts work.
- H. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of District Harassment Policy.
- I. Violation of District's Equal Employment Opportunity Policy.
- J. Failure to work cooperatively with others.
- K. Bringing or possessing weapons or any other dangerous device onto District property without authorization.
- L. Violation of the District's Alcohol and Controlled Substance Policy and Testing Program or the Drug Free Workplace Section in this MOU.
- M. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire, or security hazard.
- N. Smoking in restricted areas or where "No Smoking" signs are posted or otherwise violating District's "No Smoking" Policy.
- O. Sleeping during work time.
- P. Failing to report a work-related accident or injury immediately.
- Q. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on District premises.
- R. Unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on District premises.
- S. Entering an unauthorized area at any time.
- T. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported.



**APPENDIX A – MISCONDUCT  
(continued)**

- U. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift.
- V. Leaving District premises or one's assigned work area during working hours without permission.
- W. Failure to abide by lunch or break periods or working unauthorized overtime.
- X. Failing to meet acceptable performance standards.
- Y. Recording another employee's time.
- Z. Submitting an employment application containing false or misleading information.
- AA. Falsifying or destroying any District records, including, but not limited to, any timekeeping records or customer records.
- BB. Failure to perform assigned duties.
- CC. Unauthorized dissemination of proprietary information.
- DD. Unauthorized dissemination of employee records or files.
- EE. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of his position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.
- FF. Refusing to take or subscribe to any oath or affirmation which is required by law in connection with employment.
- GG. Failing to obtain or maintain any required license, registration, certifications, or permit.
- HH. Incompetence.
- II. Dishonesty.
- JJ. Abuse of sick leave.
- KK. Violation of properly adopted rules and regulations set forth in writing by the employee's department/division.
- LL. Performance of non-District work on work time.
- MM. "Abusive conduct" meaning conduct of an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the District's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.
- NN. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established District policy.

## **Appendix B**

### **Remote Location Incentive Calculation Calendar**

