

MEMORANDUM OF UNDERSTANDING

Between



and the

IBEW LOCAL 1436

October 11, 2009 – June 27, 2010

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

Section 1. Designation of Parties

This Memorandum of Understanding, hereinafter referred to as MOU, is entered into the 11th day of October, 2009, by and between the Eastern Municipal Water District, hereinafter referred to as District, and the IBEW Local 1436, hereinafter referred to as Union, the only employee organization which has been formally recognized by District's Employee Relations Officer pursuant to the provisions of Ordinance No. 53.1 and Resolution No. 1575, as amended, with District and Union also being sometimes collectively hereinafter referred to as the parties.

Section 2. Statement of Purposes and Objectives

The purposes and objectives of the Parties in entering into this MOU are to preserve and continue the existing harmonious relationship between the District, Union and District's employees represented by Union by creating a formal understanding relative to, among other things:

- A. Salaries (wages), employee benefits, hours, working conditions and conditions of employment;
- B. Rights of Union and District's employees it represents;
- C. Rights of District; and
- D. Procedures for the peaceful settlement of grievances, claims, disputes and differences which may arise between District and its employees represented by Union without interruption of work.

Section 3. Salaries (Wages)

Effective, April 27, 2008, the salary schedules dated, April 27, 2008, and set forth in Exhibit "D" Salary Schedule, Resolution No. 3347.11 of District Board of Directors, shall be applicable for the respective positions held by District's employees represented by Union until June 27, 2010.

Section 4. Definitions

For the purposes of this MOU, words and phrases utilized are defined as follows:

- A. "Executive Employee" - those classifications identified with a '+' under the column titled E on Exhibit "A" of Resolution No. 3345, as amended, are considered Executive Classifications and as a condition of employment are required to work whatever hours are necessary to accomplish their assigned job. The monthly salary identified on Exhibit "D" of Resolution No. 3347, as amended, for the range and step authorized for each Executive employee is considered full compensation for all hours worked.
- B. "Exempt Employee" - those classifications identified by the letter 'y' under the column titled E on Exhibit "A" of Resolution No. 3345, as amended, are compensated for each hour of authorized overtime worked at their existing hourly rate. Exempt employees may choose to accrue compensatory time off on an hour for hour basis in lieu of

paid overtime, up to a maximum of 40 hours for each hour of authorized overtime worked. Accrued compensatory time shall be taken with the approval of the department head at such times as will not impair the work schedule or efficiency of the department. Accrued compensatory time off must be used before accrued vacation hours are used.

- C. "Full-Time Employee" - the holder of a regular position established by the District on a continuing basis for the number of hours usual or prescribed for normal regular District employment. All positions shall be full-time unless otherwise designated, and compensation shall be on an hourly basis paid biweekly. Full-time Regular Employees are eligible for all benefits following completion of the initial probation period (some benefits become effective on employment date).
- D. "Holidays" - those days or hours designated as such by official action of the Board of Directors.
- E. "Initial Probation Period" - all employees, except probationary part-time employees, shall serve an initial probationary period of 2080 regular working hours of service in a paid status (designated classifications may have a longer probation period to allow for acquiring mandated certification), and must maintain a good performance rating or better before obtaining regular employment status with the District. Part-time employees shall serve an initial probationary period of twelve consecutive months of service and must maintain a good performance rating or better before obtaining regular employment status with the District. Employee performance reviews shall be administered at three months, six months, and twelve months. The twelfth month review will be held prior to completion of 2080 hours of regular employment (twelve consecutive months for part-time employees) and prior to the employee being released from probation. An employee may be removed from the initial probation at any time with the approval of the General Manager or designee. During the initial probation period, an employee may be discharged at any time without cause and without right to review.
- F. "Masculine" - whenever the masculine form of any word is used herein, it also includes the feminine gender unless the context clearly indicates a contrary intent.
- G. "Non-exempt Employee" - those classifications identified by the letter 'n' under the column titled E on Exhibit "A" of Resolution No. 3345, as amended. Non-exempt classifications are compensated for each hour of authorized overtime worked at one and a half times their existing regular rate. Non-exempt employees may choose to accrue compensatory time off in lieu of paid overtime on the basis of one and a half hours for each hour of authorized overtime worked up to a maximum of 40 hours. Any employee shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the District. Accrued compensatory time off must be used before accrued vacation hours are used.

- H. "Nonscheduled Workday" - any day employee is scheduled to be off duty and not assigned or scheduled to work on a particular shift or overtime basis.
- I. "Overtime" - except for those classifications designated as Executive, overtime is defined as all authorized hours worked in excess of each employee's normally scheduled daily shift of eight, nine, or ten hours or more than 40 hours in a seven-day work period.
- J. "Part-Time Employee" - the holder of a regular position established by the District on a continuing basis for working hours which are less than the number of hours usual or prescribed for normal regular District employment, and compensation shall be on an hourly basis paid biweekly.

Eligibility for some benefits shall be normally conditioned upon such Part-Time employees working not less than 20 hours per week (30 hours per week for District's Long-Term Disability Insurance Program and 32 hours per week for District's Dental Insurance Plan) and following completion of the initial probation period, will be prorated on the basis of such Part-Time Regular Employee's prescribed working hours to that of a normal Full-Time Regular Employee's hours. Part-time employees working 1000 hours or more in any fiscal year are eligible for PERS retirement benefits as provided by PERS law.

- K. "Pay Periods"- the successive two calendar week periods of time which begin at 12:01a.m. on Sunday (commencing with June 1, 1980) and extend through 12:00 midnight of the second succeeding Saturday (i.e., for the month of June 1980 the first pay period would begin at 12:01 a.m., Sunday, June 1, 1980 and end Saturday, June 14 at 12:00 midnight; the next period would begin at 12:01 a.m. on Sunday, June 15 and end Saturday, June 28 at 12:00 midnight).
- L. "Payroll Calendar Year" - based on pay dates. Begins the pay period of the first pay date in January and ends the pay period of the last pay date in December each year (e.g., - payroll calendar year for 2001 is 12/17/00 - 12/15/01).
- M. "Pre-Retirement" - an employee who prior to their official retirement date opts to exhaust all vacation accruals (including sick leave accruals that have been converted to vacation accruals pursuant to Section 5. W.13) will be placed into Pre-retirement status. Prior to going into Pre-retirement status, sick leave and vacation accruals are calculated up to the date of retirement.

While in Pre-retirement status, the employee will not continue to accrue vacation or sick leave. Holidays will only be paid if the employee is paid for more than 40 hours during the pay period in which the holiday falls. Unused floating holidays may be used by the employee while in Pre-retirement status. Unless specified above, no other paid or unpaid leaves are available to an employee in Pre-retirement status.

- N. "Promotional Probation Period" - when promoted to another position, employees will serve a promotional probationary period of 1040

regular work hours (six consecutive months for part-time employees). When an employee does not successfully complete a promotional probation, the employee will be returned to his previously held classification or a classification at the same salary range, at the same step he held before being promoted. The employee's review date will be returned to the date in the previously held classification.

- O. "Retirement" - refers to an employee who retires from the District under the provisions of the Public Employees' Retirement Law.
- P. "Separation" - as used herein, the word separation refers to either an employee's resignation or discharge from the District's employ.
- Q. "Temporary Employee" - a person employed as extra help, emergency or otherwise, or a student employee. Compensation shall be on an hourly basis, paid biweekly. Such employees are not eligible for benefits. Should a Temporary Employee be changed to Probationary-Regular Status, the probation period for benefits eligibility begins on the date of transfer, with no credit for the period of time served as a Temporary Employee. Temporary employees are at-will employees who may be terminated at any time, without cause, and without right of appeal.

Section 5. Employee Benefit Programs

The following listed ongoing District employee benefit programs will continue to be available, subject to the meeting of normal applicable qualifying prerequisites, to District employees represented by the Union:

A. Group Health Insurance

Each participating employee shall be eligible for medical coverage under the basic plans maintained by the Public Employees' Retirement System under the Public Employees' Medical and Hospital Care Act.

Effective January 2010, (payroll effective date: November 22, 2009), the District's monthly contribution rates will be adjusted to be up to the equivalent of 100 percent of the Blue Shield HMO or PERS Kaiser premium rates, whichever is greater, for Employee only, Employee plus one, and Employee plus family. Should PERS discontinue its contract with Blue Shield HMO or Kaiser during the term of the MOU, the District and Union agree to reopen discussions on the matter of District contributions for health insurance premiums.

1. Double Medical Insurance Coverage

Any participating employee who has proof (to the satisfaction of the District) of medical insurance coverage under another plan may be entitled to a monthly payment in lieu of medical coverage provided by the District. Effective the payroll starting November 22, 2009, this payment will be the equivalent of the January 2010 Blue Shield HMO or PERS Kaiser, whichever is greater, Employee only premium rate. Said monthly payment will be made on a bi-weekly basis on the employee's paycheck.

B. Retired Employee Group Health Insurance

1. Employees hired prior to effective date of the Health Benefits Vesting Requirement for Future Retirees (August 1, 2005).

Any participating employee who retired from the District, as set forth in Section 4.O) "Retirement", shall be eligible to continue coverage under the District's Group Health Insurance Program.

Effective January 2010, (payroll effective date: November 22, 2009), the District's monthly contribution rates will be adjusted to be up to the equivalent of 100 percent of the Blue Shield HMO or PERS Kaiser, premium rate whichever is greater, for Retiree only, Retiree plus one, and Retiree plus family.

Should PERS discontinue its contract with Blue Shield HMO or PERS Kaiser during the term of the MOU, the District and Union agree to reopen discussions on the matter of District contributions for health insurance premiums.

2. Employees hired after effective date of the Health Benefit Vesting Requirement for Future Retirees (August 1, 2005).

Employees hired on or after the date the EMWD Board of Directors adopt resolution to implement Government Code Section 22893, Vesting for Contracting Agency Employees is approved by CalPERS and who subsequently retire as set forth in (Section 4.0) "Retirement" shall be eligible to continue coverage under the District's Group Health Insurance Program based on the Health Benefit Vesting Requirements for Future Employees. Health Benefit Vesting Requirements limit the District's contribution toward retiree health insurance premiums based on years of CalPERS and District service.

C. Public Employee Retirement System - Benefit Calculation

1. Benefit Calculation

Effective upon contract amendment dated August 7, 2005, "2.5 percent @ 55".

2. District Participation

A percentage is paid by the District of each participating employee's basic monthly salary subject to PERS actuarial determination.

3. Employee Participation

Eight percent, of which District will pay seven percent and the employee will pay one percent of the employee participation on a pre tax basis.

4. Special Death Benefit

District paid PERS contract amendment.

D. Fourth Level of 1959 Survivor Benefits

The District's contract with the Public Employees Retirement Systems (PERS) includes Section 21574 Fourth Level of 1959 Survivor Benefits to provide an increased monthly allowance to survivors of a member who dies prior to retirement. Pursuant to the requirements of PERS eligible survivors may receive one of the following monthly allowances:

Spouse/domestic partner with two or more children; or three or more dependent children alone	\$2,280
Spouse/domestic partner with one dependent child; or two dependent children alone	\$1,900
One dependent child; or surviving spouse/domestic partner at age 60/older	\$ 950
Dependent parents may be eligible if there is none of the above	\$ 950

E. Dental Insurance Plan

A self-insured dental insurance plan is provided by the District with contributions made to a self-insured reserve account by the District at the following monthly rates, effective January 1, 2004:

Employee only	\$ 41.67
Employee + One Dependent	\$ 70.83
Employee + Two or more Dependents	\$108.33

Effective January 1, 2004, the District will provide the same Delta Dental plan that was offered immediately prior to June 2001. During the term of this MOU should the contributions to the self insured dental insurance reserve not meet the expenses incurred over a six month period, the District reserves the right to meet and confer on the issue of Dental Insurance Plan.

F. Vision Care Plan

Premiums are 100 percent District paid for employees. Employees have the option to add spouse and/or eligible dependent children at their own expense through payroll deductions. EMWD retirees may participate at group rates, but must pay 100 percent of their premium. Current plan provider is United Healthcare Vision; however, plan provider is subject to change based on mutual agreement between District Management and the Union.

G. Group Life Insurance

(District participation - 100 percent of the premium for each participating employee); District further agrees to provide each retired employee who

has not reached age 70 \$10,000 of group life insurance, and after reaching age 70 \$5,000 of group life insurance, with the cost of such insurance borne by the District.

H. Supplemental Group Life Insurance

(District participation - 50 percent of the premium for each participating employee);

I. Group Long-Term Disability Insurance

(District participation - 100 percent of the premium for each participating employee);

J. EMWD Security Trust (Pension) Program

(District participation - 7.15 percent of each participating employee's basic monthly salary up to \$16,500 annual salary);

K. Deferred Compensation Program

(District participation - 0);

L. Voluntary Supplemental Insurance Programs

(District participation - 0);

M. Flexible Spending Accounts

The District will provide employees access to flexible spending accounts for un-reimbursed medical expenses and dependent day care.

N. Tuition Reimbursement

Any employee with six months of service is eligible to request tuition reimbursement.

Employees receiving G.I. Bill tuition reimbursement or receiving any type of Federal or State tuition aid are ineligible for EMWD tuition reimbursement. Tuition reimbursement is to be used to continue an employee's formal education or take college or special training courses, which will better enable them to perform their present duties and/or prepare for advancement (including workshops and/or courses sponsored or provided by professional industry associations such as California Water Environment Association-CWEA, Water Environment Federation-WEF, Air & Waste Management Association-A&WMA, American Waterworks Association-AWWA, Association of California Water Agencies-ACWA, etc. Tuition Reimbursement is not available for association conferences). Upon approval by the department head, submittal of proof of a grade "C" or better or proof of successful completion of the course, and proof of payment (i.e., copy of canceled check, credit card receipt, sales receipts, etc.), the employee will be reimbursed 90 percent of the total registration, tuition, books, and lab fees up to a maximum of \$4200 per calendar year. Employees may be reimbursed up to the current maximum for any classes taken but not yet

reimbursed, if submitted within one year from date of completion. As a condition of accepting reimbursement, an employee agrees to continue employment with the District for a minimum of 12 months after receiving reimbursement or return the funds to the District on a pro-rated basis, except in the event of a non-voluntary separation (i.e., Reduction In Force or discharge).

Courses must be related to the employee's work or be required for a job related degree. Correspondence courses qualify for reimbursement if they meet the above criteria. Authorization by the department head must be received by the Human Resources/Risk Management Department prior to enrollment in order to be eligible for reimbursement. Reimbursement will be made on the employee's paycheck with appropriate state and federal taxes withheld, if applicable within IRS/State regulations.

O. Certification Reimbursement

Employees obtaining or renewing certificates of competence in an approved certification program are eligible for 100 percent reimbursement of certification expenses, if submitted within one year of certification/renewal date. These expenses are limited to the certifications application fee, testing fee, and certificate fee. Education fees will continue to be reimbursed under the provisions of the Tuition Reimbursement Program.

With the exception of District mandated certifications (*as noted in the classification's job description*), those employees receiving reimbursement funds under the Certification Reimbursement Program must continue their employment with the District for one year after receiving funds or return funds received under this program to the District on a pro-rated basis, except in the event of a non-voluntary separation (i.e., Reduction In Force or discharge).

A list of approved certificates of competence is maintained in the Human Resources/Risk Management Department. Additional certificates may be added to this list with approval of the employee's department head and the Director of Human Resources & Risk Management. Reimbursement will be made on the employee's paycheck with appropriate state and federal taxes withheld, if applicable within IRS/State regulations.

P. On-Call

1. Definition

The following policy governing on-call duty will cover all non-executive personnel who perform on-call duty. It is intended that most on-call duty will be worked by non-exempt personnel. It is the policy of the District that exempt employees will be scheduled for on-call duty only when there are not sufficient qualified non-exempt employees available for on-call rotation.

Personnel who perform on-call duty shall be required to respond to a pager immediately. They shall also be required to give the notifying party a status report of the problem within 20 minutes of

notification. If the problem cannot be fully addressed by telephone or radio communication, the employee is required to be in route to the source of the problem within 20 minutes of notification and to arrive at the source of the problem within a reasonable period. If the on-call employee does not respond to notification after two attempts by District personnel, the on-call employee will not receive on-call pay for the shift and is subject to discipline in accordance with the District's discipline policy.

2. Compensation

In lieu of any other form of compensation, non-executive personnel serving on-call shall be paid \$2.05 per hour, effective 4/27/08, provided such on-call employee is not required to actually return to work. On approved holidays, and in lieu of any other form of compensation, non-executive personnel serving on-call shall be paid two times the regular on-call rate.

On-call assignments shall run from the end of a work shift to the start of the next work shift. If an employee who is performing on-call duty is called out for whatever reason, they shall be compensated pursuant to Section 5.P.3, "On-Call Employees Return to Work".

Employees who perform on-call duty will be eligible for the minimum two hour overtime pay, when they physically respond to the site of a suspected emergency. Mileage reimbursement for the use of private vehicles to conduct District business, including responses to suspected emergencies, shall be at the District rate not to exceed the rate allowed by the Internal Revenue Service.

On-call personnel who have the ability to make necessary operational or maintenance changes from a remote location shall first attempt to resolve the problem from the remote location and shall be eligible for a minimum of one hour overtime pay for each response. If the problem cannot be satisfactorily resolved from the remote location, the on-call employee shall be required to physically respond to the source of the problem within a reasonable amount of time and shall be eligible for the minimum two hour overtime pay.

a. Excess On-call

Excess On-call is defined as all on-call hours served in excess of 832 hours during a period of 13 pay periods. These periods begin December 23, 2007 and occur consecutively thereafter. Excess on-call hours shall be paid at a rate of 50 percent more than the regular on-call rate. Payment shall be made twice annually to eligible employees in the form of a lump sum payment. (While holiday on-call is paid at two times the regular rate [i.e., "double-time rate"], only the current regular rate will be used to calculate any excess on-call lump sum payment).

3. On-Call Employees Return to Work

In the event a non-executive on-call employee is required to return to work to meet an emergency, he shall, in addition to the payment provided for in Section 5.P.2, "Compensation", for being on-call, be paid for approved overtime work at the rate of one-and-one-half times his regular rate of pay (for exempt or non-exempt personnel) for the actual hours worked including travel time from his residence (or other on-call location) to his reporting station and return, subject to a two hour minimum for each occasion and an eight hour maximum during any given eight hour period.

4. Non-On-Call Employees Return to Work

Any non-exempt employee who is not on-call but who is called out to meet an emergency, shall be paid for approved overtime worked, at the rate of one-and-one-half times his regular rate of pay for the actual hours worked including travel time from his residence (or other on-call location) to his reporting station and return, subject to a two hour minimum for each occasion and an eight hour maximum during any given eight hour period.

Exempt, non-executive employees not serving on-call shall be entitled to compensation at their regular rate of pay in the event they are called out to work, for actual hours worked including travel time from their residence (or other on-call location) to their reporting station and return, subject to a two hour minimum for each occasion, and an eight hour maximum during any given eight hour period.

5. Refusal to Serve

Any employee designated to serve on-call who repeatedly refuses to serve on-call, or report for emergencies, shall be subject to disciplinary action up to and including discharge.

6. Use of District Vehicle

District vehicles used for on-call are to be secured at a District treatment plant or other secured District facility. The only exceptions are in cases where the employee's on-call location is less than 60 miles from any secured District treatment plant or other secured District facility. This section will become effective 60 calendar days following Board adoption. Listed below are the approved secured District facilities:

- 1- Moreno Valley RWRP
- 2- Perris Valley RWRP
- 3- Sun City RWRP
- 4- San Jacinto Valley RWRP
- 5- Temecula Valley RWRP

- 6- Hemet Water Filtration Plant
- 7- Perris Water Filtration Plant
- 8- Menifee/Perris Desalter
- 9- AC/OMC Buildings

Q. Bilingual Pay Differential

Employees in positions designated bilingual by the General Manager or designee, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay. Employees entitled to Bilingual pay shall be paid a rate of \$.65 per hour above their normal rate of pay for all hours actually worked. Designated languages include English and Spanish. A list of designated positions shall be maintained by the Human Resources/Risk Management Department.

R. Night Pay Differential

Non-executive employees who are regularly scheduled to work the majority of their working hours after 6:00 p.m., but before 6:00 a.m. will be compensated at the rate of \$2.10 per hour effective 4/27/08 above their normal rate of pay for all hours actually worked.

Non-executive employees who are assigned by the department head or designee to cover the shift of an employee receiving Night Pay Differential are also entitled to receive the differential for the period of time they cover the shift only.

Night Pay Differential will not be paid to employees who intermittently are scheduled to complete a specific job during the hours indicated above.

S. First Responder Compensation

In lieu of any other form of compensation, the District's First Responder Team shall be paid, or may choose to accrue time (up to the 40 hour maximum), at the rate of two times the employee's existing hourly rate of pay when responding to an emergency for the District. This rate of pay will begin when the employee is contacted and requested to respond, and shall continue until the employee is released from duty. The District's First Responder Team is designated by the General Manager or designee and limited to employees who have completed the required 40-hour HAZWOPER training.

T. Extended Overtime

To minimize the safety concerns that may result from employees working extended overtime, the following required rest periods and compensation provisions are established:

1. Continuous Work Period

Any work performed for the District within a 24-hour period starting from the beginning of the employee's work shift to his next work shift without a four-hour break shall be considered continuous work.

2. Required Rest Period

Any employee who works over 16 hours continuous work shall receive no less than 8 hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a half hour travel time home and a half hour travel time to return to work (a total of one hour travel time). Any employee who works over 24 hours of continuous work shall receive no less than 12 hours of uninterrupted rest before reporting back to work. Should said rest period overlap the employee's normal shift time, the employee will receive Administrative Leave for those hours during the required rest period, which overlap the employee's normal scheduled work shift.

Continuous Work Exception: When an employee who is scheduled to work a regular day shift works more than four hours between 10:00 p.m. to 5:30 a.m., he shall receive no less than eight hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a half-hour travel time home and a half-hour travel time to return to work (a total of one hour travel time). Should said rest period overlap the employee's normal shift time, the employee will receive Administrative Leave for those hours during the required rest period, which overlap the employee's normal scheduled work shift.

It shall be the supervisor's responsibility to ensure his employees are properly rested and provide relief anytime the employee feels he is unable to continue working.

3. Compensation

Any employee required to work continuously into their next shift will continue to be paid overtime until they are relieved of duty, if the conditions outlined in Section 5.T.1., Continuous Work Period and Section 5.T.2., Required Rest Period above apply.

4. Emergency Situations

An emergency situation shall cause this policy to be suspended. However, emergencies shall be defined by actions of the department director based on District concerns and/or some aspect of a safety and health related issue.

U. Overtime Meal Allowances

1. Entitlement

A non-executive employee who is required, because of an unscheduled emergency situation, to work overtime shall be entitled to a meal allowance of up to \$15.00 with a receipt and when purchased with the supervisor's authorization after:

a. Normal Workday

He has worked four consecutive hours or more of overtime on his normal workday but outside his normal working hours; or

b. Normal Day Off

He has worked six consecutive hours or more of overtime on his normal day off.

If the overtime work described above is continued, an additional meal allowance shall be paid at intervals of six hours, beginning after the first meal allowance became due.

2. Non-Entitlement

A non-executive employee shall not be eligible for a meal allowance or meal allowances while performing scheduled emergency overtime work for which at least 16 hours advance notice has been given. Such notice must be given during the involved employee's normal workday and work-hours (for example, 7:00 a.m. to 3:30 p.m.). In the event such employee is not scheduled for emergency overtime work as provided within this paragraph, then such emergency overtime work will be considered unscheduled and the provisions of Section 5.U.1, "Entitlement", above shall become applicable.

3. District Provided Meals

The District may provide meals for employees in lieu of a meal allowance.

V. Rest Periods

All employees shall be entitled to mid-morning and mid-afternoon rest periods of 15 minutes each, respectively, which shall be taken with approval of the department head at such times as will not impair the work schedule or efficiency of the involved department. Under no circumstances shall an unused rest period be used to shorten the length of an employee's normal workday or extend the employees lunch period. Employees shall not receive additional pay for rest periods not taken during the day. Part-time employees working four to six hours shall be entitled to one 15- minute rest period.

W. Sick Leave

1. Definition

Sick Leave is defined to mean the absence of an employee from duty because of illness or injury, including pregnancy, childbirth or related medical conditions, or exposure to contagious disease, or because of doctor, dental, or related appointments necessary to

maintain good health. Sick Leave may also be taken for illness in the employee's immediate family other than the employee's own illness. For the purpose of this section "immediate family" means spouse, child, stepchild, parent, stepparent, brother or sister. Domestic Partner is also included here to the extent provided by the California Domestic Partner Rights and Responsibilities Act.

Sick Leave is insurance or protection provided by the District to be granted for the above defined purposes to promote the health and welfare of the individual employee and his immediate family. It is not an earned right to time off from work for any other purpose and shall, accordingly, not be used or approved for any purposes herein not specially provided for.

2. Accumulation of Sick Leave

Each Full-Time Regular Employee of the District shall accumulate credit for eight hours of Sick Leave for each calendar month of service, and each eligible Part-Time Regular Employee (i.e., a Part-Time Regular Employee who regularly works at least 20 hours per week, unless otherwise approved in writing by the General Manager or designee) shall accumulate Sick Leave prorated on the basis of the prescribed working hours to that of a normal Full-Time Regular Employee's hours.

3. Initial Credit

Full or Part-Time Probationary Regular Employees, upon successfully completing six months of continuous service as evidenced by a completed and processed performance review recommending that they be allowed to use floating holidays, vacation, and Sick Leave shall be credited with an accumulation of Sick Leave time equivalent to eight hours for each month of completed service, or proportionate part thereof, and subsequent earned Sick Leave shall be in addition thereto at the same rate.

4. Notice of Sickness

Except in the case of an emergency, employees must personally notify their department head, supervisor, or another departmental supervisor or manager of their illness or injury within 15 minutes after the start of their work shift on the first day of absence from work in order to qualify for Sick Leave with pay, as well as to avoid such other forms of disciplinary action as may be deemed appropriate by the General Manager or designee. If the employee is unable to return to work at the time previously indicated, additional notification to the employee's department head or supervisor is required.

5. Investigation

Department heads or their designees may investigate Sick Leave use in cases of suspected abuse. It is the responsibility of each department head to maintain written records relative to each

request for Sick Leave with pay, to require a medical certificate, (if deemed advisable), prior to permitting an employee to return to work from Sick Leave, and to determine whether Sick Leave with pay shall be allowed in each instance where it is claimed by an employee of his department.

6. Improper Use

Any use of Sick Leave for reasons other than as defined herein shall be subject to the disciplinary process.

7. Maximum Sick Leave Accrual

Employees may accrue a maximum of 529 hours of unused Sick Leave time or, if an employee had more than 540 hours on December 12, 1981 (the last pay period in calendar year 1981), said larger balance shall be the maximum that he may accrue.

Any accumulated unused Sick Leave hours in excess of said maximum amount as of the first pay period ending on or after November 1, 1999 (hereinafter called November 1 cutoff date thereafter), shall be distributed as follows:

At the employee's option, either 50 percent paid in a lump sum and 50 percent credited to his accrued vacation time, or 100 percent paid in a lump sum. In either case, excess hours will be distributed on or before November 30. Excess hours will be calculated based on the number of accrued hours earned by the pay period ending date on or after November 1. (NOTE: Employees have a one-time option to request, in the year prior to their retirement, not to have their Sick Leave and/or vacation balance paid down to the maximum accrual. The Director of Human Resources & Risk Management may, in connection with a serious health condition, allow an employee not to have their Sick Leave and/or vacation balance paid down to the maximum accrual).

If those employees who had more than 540 accumulated unused Sick Leave hours as of December 12, 1981, should have less accumulated maximum hours at the end of the first pay period ending on or after December 1, 1982, or each November 1 cutoff date thereafter, the new lesser accumulated unused Sick Leave hours shall be the maximum amount which may be accrued until such balance is reduced to the 529 hour maximum.

8. Absent Without Pay

Sick Leave benefits shall not accrue during the time an employee is absent without pay (off payroll) for more than two consecutive weeks.

9. Bereavement

Upon the death of a member of a regular or probationary employee's extended family, he shall be allowed to take such Sick Leave with pay as is actually necessary to take care of funeral arrangements, attend to personal matters, and attend the funeral, but not to exceed 40 hours with regard to any such death, except as otherwise approved in writing by the General Manager or designee. Sick Leave for bereavement purposes may be used only after exhausting the provisions of Section 5.X., "Bereavement Leave". For the purposes of this Section, "extended family" means spouse, child, stepchild, parent, or persons who stood in loco parentis (in place of a parent to an employee when the employee was a child), stepparent, brother, sister, grandparent, great grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Domestic Partner is also included here to the extent provided by the California Domestic Partner Rights and Responsibilities Act.

10. Voluntary Separation

Upon voluntary separation (or upon an involuntary separation during an initial probation period), an employee who has completed six months of continuous service and/or has been authorized to use Sick Leave hours shall be entitled to receive a lump sum payment from the District for his accumulated unused Sick Leave hours times his rate of pay at the time of his separation consistent with the following sliding scale:

- a. Twenty-five percent for all hours if total accumulated unused Sick Leave is less than 201 hours,
- b. Fifty percent for all hours if total accumulated unused Sick Leave hours is more than 200 hours but less than 401 hours,
- c. Seventy-five percent for all hours if total accumulated unused Sick Leave is more than 400 hours but less than 530 hours,
- d. Fifty percent for all hours in excess of 529.

11. Discharge

Upon separation because of a discharge for disciplinary reasons (excluding separations during an initial probation period, see *Voluntary Separation*), the employee shall receive zero percent of accumulated unused Sick Leave.

12. Reduction in Force

Upon separation because of a reduction in force, an employee who has completed six months of continuous service and/or has been authorized to use Sick Leave hours shall be entitled to receive a lump sum payment from the District equal to

100 percent of his accumulated unused Sick Leave hours times his rate of pay at the time of his separation.

13. Retirement

Upon retirement, an employee's accumulated unused Sick Leave shall be paid at the following percentage rates times his then rate of pay:

- a. One hundred percent for up to 625 hours of accumulated unused Sick Leave;
- b. Fifty percent for all hours in excess of 625 hours.

Said employee shall have the option of disbursement of such payment by one of the following methods:

- (1) In a lump sum payment at retirement;
- (2) One lump sum payment within six months of the retirement date;
- (3) In equal biweekly increments over a period of no more than one year.

- c. As an alternative, the employee may have the option of converting to vacation time up to 625 hours of accumulated unused Sick Leave, which may then be taken prior to his official retirement date (pre-retirement). All accumulated unused Sick Leave hours in excess of 625 hours may be converted to vacation time at a rate of 50 percent. Further accruals of vacation and sick time will stop at time of separation while balances are being depleted.
- d. Holiday time (or prorated holiday time) will only be paid during pre-retirement periods where more than 40 hours is included in that pay period. Existing unused floating holiday time will not be paid except in pre-retirement arrangements.

14. Death

In the event an active employee dies, the District will pay to the persons entitled to receive said employee's death benefits, or in the absence thereof to the employee's estate, a lump sum equivalent to one 100 percent of his accumulated unused Sick Leave hours times his rate of pay at the time of death.

X. Bereavement Leave

Up to three working days per occurrence may be granted with pay upon the death of a member of a regular or probationary employee's extended family which is defined as spouse, child, stepchild, parent, or persons who stood in loco parentis (in place of a parent to an employee when the employee was a child), stepparent, brother, sister, grandparent, great grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or

daughter-in-law. Domestic Partner is also included here to the extent provided by the California Domestic Partner Rights and Responsibilities Act. Only the General Manager or designee may authorize the use of Bereavement Leave for relationships other than those specified (also see Section 5.W.9. of this MOU for additional bereavement leave information provided under the District's sick leave policy).

Y. Leave of Absence Without Pay

1. Meritorious Leave

Upon approval by the department head and the General Manager or designee, an employee with a minimum of five years of service may be granted a leave of absence for a maximum period of one year for meritorious service with the District, for purposes which will be of mutual benefit to the employee and to the District and which will create no conflict of interest with the purposes of the District. During such leave, all benefits will cease and upon return to active employment with the District, any such employee will retain all benefits accrued as of the date such leave of absence commenced. If such employee does not return to work on or before the day specified for his return as a condition for approval of such leave he will be considered as on a non-approved leave and shall be subject to discharge by the District.

2. Pregnancy Disability Leave

A pregnant employee is entitled to up to four months of leave without pay whenever she becomes temporarily disabled by pregnancy, childbirth, miscarriage, recovery, or related medical conditions. Such leave shall be taken pursuant to Section 5.Y.5., "Non-Work Related Health Leave". Employees shall take an unpaid leave of absence, except that before being placed on Health Leave, employees may choose to use their vacation pay, floating holidays, and sick leave, so that the District's portion of medical, life insurance, and other District provided benefits will continue to be paid until the employee begins to receive long-term Disability Insurance benefits. As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability. Except for an emergency an employee who plans to take a pregnancy leave must provide reasonable notice (not less than four weeks) before the date she will take the leave and the estimated duration of the leave.

If an employee on pregnancy Disability Leave exhausts available accrued leave and is in a "no-pay status," the District will continue its portion of the employee's health, dental, vision, group life, and other District provided benefits until the employee begins to receive long-term disability insurance benefits.

3. Family Leave

The District and Union agree to conform to the requirements of both the State and Federal Family Leave Acts as described in the

District's current Family Care & Medical Leave Policy. It is also the intent of the District to be in compliance with the California Domestic Partner Rights and Responsibilities Act.

4. Work-Related Disability Leave

When an employee, who becomes disabled as a result of a District work-related injury or illness, begins receiving benefits under the District's Long-Term Disability Insurance Program (as provided for in Section 5.C. of Ordinance 30, as amended, "On-the-Job Injury or Illness"), he shall be placed on Long-Term Disability Leave. While on Long-Term Disability Leave such employee shall not earn sick leave or vacation credit, or be entitled to pay for holidays, floating holidays, or Board-granted days off, but will have the right to continue with other District benefits, such as medical insurance, life insurance, etc., on the same basis as if an active employee. Contributions to PERS and Security Trust will cease until employee is back on the District's payroll. At the conclusion of a Work Related Disability Leave, which has not exceeded 12 months in duration, an employee shall return to the duties of the position within the classification to which he was assigned providing his attending physician verifies he is fully able to resume all the responsibilities and duties of the position and such position exists. If, at the conclusion of 12 months from the first day of injury or illness, the employee is still unable to resume the duties of his position, the District may consider his position vacated and take the necessary steps to fill it.

When and if an employee on Work-related Disability Leave is thereafter (after twelve months) able to resume the duties of his position, as verified by his attending physician's certification, he will be considered for the first vacancy in the classification of his previous assignment or for any position for which he is qualified. His reassignment to duty shall take preference over all other applicants for employment for the position for which he is qualified, except those laid off for lack of work or funds.

5. Non-Work Related Health Leave

When an employee who becomes disabled as a result of a non-work related injury or illness, including pregnancy, childbirth or related medical conditions, begins receiving benefits under the District's Long-Term Disability Insurance Program (as provided for in Section 5.D. of Ordinance 30, as amended, "Off-the-Job Injury or Illness"), he shall be placed on a Health Leave. Before being placed on Health Leave, however, employees may choose to use their vacation pay, floating holidays and sick leave, so that the District's portion of medical, life insurance, and other District provided benefits will continue to be paid until the employee begins to receive long-term disability insurance benefits. While on Health Leave such employees shall not earn sick leave or vacation credit, or be entitled to pay for holidays and Board-granted days off, but will have the right to continue with other District benefits, such as medical insurance, life insurance, etc., at

the employee's expense. Contributions to PERS and Security Trust will cease until employee is back on the District's payroll. At the conclusion of a Health Leave, which has not exceeded six months in duration, an employee shall return to the duties of the position within the classification to which he was assigned providing his attending physician verifies he is fully able to resume all the responsibilities and duties of the position and such position exists. If, at the conclusion of six months from the first day of injury or illness, the employee is still unable to resume the duties of his position, the District may consider his position vacated and take the necessary steps to fill it. When and if an employee on Health Leave is thereafter able to resume the duties of his position, as verified by his attending physician's certification, he will be considered for the first vacancy in the classification of his previous assignment or for any position for which he is qualified. His reassignment to duty will take preference over all other applicants for employment for the position for which he is qualified except those laid off for lack of work or funds or those seeking to return from Work Related Disability Leave.

6. Personal Leaves

Leaves of absence without pay covering periods of up to 30 calendar days for reasons not specifically covered elsewhere in this MOU may be granted. Such leaves of absence shall be termed as Personal Leaves. Written applications for such Personal Leaves must be submitted to the General Manager or designee and approval or disapproval of such application for Personal Leaves shall be at the discretion of the General Manager or designee. Employees on Personal Leave shall not earn sick leave or vacation credit, or be entitled to pay for holidays or Board-granted days off, but will have the right to continue with other District benefits, such as medical insurance, life insurance, etc., at the employee's expense.

If such employee does not return to work on or before the day specified for his return as a condition for approval of such leave, he will be considered as on a Non-Approved Leave and shall be subject to discharge by the District.

7. Non-Approved Leave

Any employee who has not been granted a leave of absence and who is absent from his assigned duties without proper authorization shall be subject to discharge.

Z. Military Leave

1. General

An employee shall be granted military leave as specified below, provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility, or unreasonableness. In the granting of

such leave, the District may require verification of an employee's military orders.

2. Types of Military Leave

Military Leave consists of:

- a. Reserve training leave for inactive duty, such as weekly or monthly meetings or weekend drills.
- b. Temporary military leave when ordered to full-time active military duty for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.
- c. Long-term military leave when an employee enlists or is ordered into active-duty service of any length or active-duty training in excess of 180 days or when an employee is ordered into active Federal military duty as a member of the National Guard or regular reserves. Such leave shall be granted for a period not to exceed five years. In addition, leave shall be granted for a period up to six months from the date of release from duty.
- d. Emergency National Guard leave when an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted long-term military leave.
- e. Physical examination leave when an employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

3. Pay for Leave

- a. Employees granted temporary military leave for active-duty training or long-term military leave are entitled to receive their regular base pay for the first 30 calendar days of leave. Thereafter, such employees are entitled to the difference between their regular District base pay and any military pay (including allowances) for the next 11 months of such leave. To be entitled to such pay, the employee must have completed 12 months of continuous District services immediately prior to the granting of the leave (all prior full-time military service shall be included in calculating this District service requirement) and provided that the aggregate of payments for temporary military leave, long-term military leave, and military leave for physical examination do not exceed 12 months base pay for regularly scheduled workdays in any one payroll calendar year. For pay beyond the first 30 calendar days of military leave, employees

must give the District a military pay stub or other acceptable documentation.

- b. An employee granted physical examination leave is entitled to receive the employee's regular District base pay provided that:
 - 1) the physical examination is a pre-induction or pre-enlistment physical examination required to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency; and
 - 2) the aggregate of payments for temporary military leave, long-term military leave, and military leave for physical examination do not exceed 12 months base pay in any one payroll calendar year. Time off for other physical examinations in connection with military service may be charged to accrued sick leave, accrued vacation time, accrued floating holidays (used in eight hour increments only), accrued compensatory time off, or shall be without pay.
- c. An employee granted military leave for emergency National Guard duty is entitled to receive the employee's regular District base pay for a period not to exceed 30 calendar days of leave and thereafter the difference between the employee's regular District base pay and any military pay (including allowances) for the next 11 months of such leave.
- d. During the first 12 months of military leave, employees will receive any merit and/or salary increases for which they become eligible during that time. All step increases/performance pay will be processed on the employee's normal review date and will be based on the employee's most recently completed District performance review.
- e. An employee who is not eligible for military leave with pay may have such absence charged to accrued vacation, accrued floating holidays (used in eight hour increments only), accrued compensatory time off, or the military leave may be without pay.

4. Reinstatement

Following release from military service, an employee shall have, at the minimum, such right to return as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Probationary and regular employees granted military leave for a period not to exceed 180 days and who are honorably discharged, shall be reinstated to the position they would have held had they remained continuously employed. Probationary and regular employees granted military leave for a period not to exceed five years and who are honorably discharged, shall be reinstated to the position they held prior to

leave being granted provided they return to work within 12 months from the date of release from duty. If the position no longer exists, a comparable position in terms of pay, benefits, status, seniority, and conditions, of employment shall be made available provided the employee is qualified or can become qualified through the District's reasonable efforts.

5. Effect on Benefits

An employee granted military leave shall receive benefits as provided below:

- a. An employee granted military leave with pay shall receive all benefits related to employment that are granted when an employee is on pay status to the extent allowed under the terms of each policy.
- b. An employee granted military leave without pay shall receive:
 - 1) Retirement benefits and service credit in accord with the provisions of the applicable retirement system.
 - 2) Health plan coverage at the employee's request and expense for up to 18 months.
 - 3) Other length-of-service credits related to employment that would have been granted had the employee not been absent, provided that the employee returns to District service at the conclusion of the leave in accordance with applicable Federal and State laws.
 - 4) Vacation and sick leave accruals and holiday pay only in accordance with those policies. NOTE: Upon separation, employees ordered into active military duty will be entitled to receive a 100 percent lump sum payment of their existing available sick leave accrual balances calculated at their current rate of pay and will not be required to reimburse the District for any tuition, certification, or Education Incentive Program (scholarship) funds that may otherwise be owed to the District.

AA. Safety Committee and IBEW Local 1436 Board Leave

The District agrees to establish a payroll general ledger account number that current Union appointed Safety Committee members and IBEW Local 1436 Board of Directors may use when attending official IBEW training sessions or conferences. With their department head's approval, Union appointed Safety Committee members and IBEW Local 1436 Board members may use Safety Committee and IBEW Local 1436 Board Leave and will continue in a paid status for purposes of determining regular pay, deductions, seniority and benefits. While using such Board Leave, Union appointed Safety Committee members and IBEW Local 1436 Board members are ineligible for overtime pay but are eligible for Holiday pay. The IBEW Local 1436 agrees to reimburse the District in

full, within 30 days, for all paid hours assigned to Safety Committee and IBEW Local 1436 Board Leave.

AB. Vacation

1. Definition

Vacation with pay is a right earned by employees and is made available by the District for the recreation, health and well being of its employees.

2. Initial Credit

Probationary Regular Full and Part-Time Employees (See Section 4.C) shall, upon successfully completing their first six months of continuous service, as evidenced by a completed and processed performance review recommending that they be allowed to use floating holidays, vacation and sick leave, be credited with an accumulation of vacation time equivalent to 40 hours (or proportionate share thereof for qualified Part-Time Employees).

3. Accrual

Following successful completion of said first six months of continuous service; employees of the District shall accrue vacation hours at the following rates:

FROM	Through Year of Service	Hours Earned Per Pay Period	Hours Earned Per Year
Date of Employment	Fifth	3.08	80
Fifth Anniversary Date	Tenth	4.62	120
Tenth Anniversary Date	Eleventh	4.92	128
Eleventh Anniversary date	Twelfth	5.23	136
Twelfth Anniversary Date	Thirteenth	5.54	144
Thirteenth Anniversary Date	Fourteenth	5.85	152
Fourteenth Anniversary Date and	Thereafter	6.15	160

4. Approval

Vacation periods shall be taken with the approval of the department head at such times as will not impair the work schedule or efficiency of the department, except that no employee shall lose earned vacation time because of the urgency of work.

5. Vacation as Sick Leave

Vacation time may be used in lieu of sick leave without pay.

6. Compensatory Time off

An employee's total accrued compensatory time off hours may not exceed 40 hours. All employees who have accrued compensatory time off must use it before their accrued vacation time is taken.

7. Maximum Vacation Time Accrual

Employees may accrue vacation time equivalent to a maximum of two annual vacation periods. All vacation time in excess of such maximum amount remaining as of the first pay period ending on or before November 1 of each year, shall be paid in full unless an extension to carry excess hours is approved in writing by the General Manager or designee. If extended excess hours are not used in the following year, they will not be extended again. (NOTE: Employees have a one-time option to request, in the year prior to their retirement, not to have their sick leave and/or vacation balance paid down to the maximum accrual. The Director of Human Resources & Risk Management may, in connection with a serious health condition, allow an employee not to have their sick leave and/or vacation balance paid down to the maximum accrual)."

Employees may elect vacation payoff for all accrued vacation hours in excess of 240 hours as of the first pay period ending on or before November 1 of each year.

Employees earning excess sick leave will be given the option of receiving all such sick leave in cash or 50 percent in cash and 50 percent in vacation subject to the provisions outlined in Section 5.W.7, "Maximum Sick Leave Accrual".

8. Absent Without Pay

Vacation benefits shall not accrue during the time an employee is absent without pay (off payroll) for more than two consecutive weeks.

9. Separation, Retirement or Death

Upon separation or retirement, an employee who has successfully completed six months of service and/or has been authorized to use vacation time shall be paid in full (at his rate of pay at the time of his separation or retirement) for accrued vacation time. In the event an active employee dies, the District will pay the monetary value of his accrued vacation to the persons entitled to receive said employee's death benefits or in the absence thereof to the employee's estate.

10. Emergency Cash-out of Accrued Paid Leave

It is the policy of the District that accrued paid leave is a benefit provided to compensate an employee when he/she is unable to work or schedule time off for rest and relaxation. The District recognizes that on an exception basis financial emergencies may arise where the cashing out of accrued leave time may assist an employee to avoid a major financial crisis. Cashing out accrued vacation time or accrued comp time, at times other than the annual cash-out of excess vacation hours per the MOU, may be approved by the General Manager or designee on a case-by-case

basis in these situations. Only one request for emergency cash-out of accrued paid leave may be submitted during a calendar year. Accrued sick leave and floating holidays are not available for emergency cash-out under this policy.

A request for emergency cash-out of accrued vacation or comp time should be submitted to the Director of Human Resources & Risk Management (HR & RM). The request must contain the number of hours the employee wishes to cash-out, a general description of the emergency financial crisis necessitating the request, and any time frames associated with the emergency. The Director of HR & RM will review the request, verify the number of accrued vacation and/or comp time hours the employee has at the time of the request, and may contact the employee to confidentially obtain more information regarding the nature of the emergency. The Director of HR & RM will then forward the request and any additional information to the General Manager or designee with a recommendation to approve or deny the request. The General Manager or designee will approve or deny the request and return the request to the Director of HR & RM, who will then forward the request to Payroll for processing if approved, or contact the employee if denied. Payment of the cashed out accrued hours will appear on the next regularly scheduled paycheck for which the deadline can be met. In exceptional cases where time is critical, a check may be cut outside of the normal payroll process. The Director of Finance or designee must approve any payment exceptions.

AC. Holidays

1. Approved Holidays

a. Regular Holidays
shall be as follows:

January 1	New Year's Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day
Prior Approved Workdays	Two Floating Days

If an approved Regular Holiday falls on a Saturday or Sunday, either the preceding Friday or the following Monday, at the discretion of the General Manager or designee, shall be considered a Holiday.

- b. Special Holidays
shall be as follows:

January 2	If falls on a Friday
December 24	If falls on a Monday
December 26	If falls on a Friday
December 31	If falls on a Monday

- c. Christmas Eve/New Year's Eve Half Day Holiday
shall be as follows:

The half-day benefit on Christmas Eve and New Year's Eve is granted on a year-to-year basis at the discretion of the General Manager or designee. In years when the General Manager or designee does not grant the half-day holiday for Christmas Eve and New Year's Eve, the provisions outlined below are not applicable.

When granted by the General Manager or designee, employees will receive a half-day off on either Christmas Eve or New Year's Eve. In order to be eligible for the half day off, an employee must work at least half of their normal workday on that day. "Half Day" for the purposes of this section is defined as half of the employee's normally assigned working hours (i.e., 8 hour work day = 4 hours; 9 hour work day = 4.5 hours; 10 hour work day = 5 hours).

It is the department head's responsibility to coordinate the half-day off in a manner that ensures adequate coverage on both Christmas Eve and New Year's Eve. If an employee takes the whole day off on either Christmas Eve or New Year's Eve, on their own time, they may still be eligible for a half day off on the alternate day, providing the employee works at least half of their normal working hours for that day and the department head can ensure adequate coverage for the department, and approves the request.

Employees who request and are approved to take the entire day off on both Christmas Eve and New Year's Eve on their own time (i.e., vacation, sick leave, floating holidays, comp time), forfeit the half-day holiday. This benefit cannot be accrued for use at another time.

2. Eligibility

Every employee who is employed in a regular Full-Time Position shall be paid for every authorized Holiday. Temporary and Part-Time Regular Employees, working less than 20 hours per week, shall not receive pay for Holidays. Holiday pay for Part-Time Regular Employees working 20 hours or more per week shall be prorated on the basis of such Part-Time Regular Employee's hours. Employees otherwise entitled to Holiday pay must also be on active payroll status on the last working day before and the first working day after a Holiday to be entitled to receive Holiday pay.

An employee who is in a no-pay status during their regularly scheduled shift, or an unauthorized absence for any period of time (even a time period as small as half an hour) either the regularly scheduled working day before the Holiday or the regularly-scheduled working day after the Holiday shall not be paid for that Holiday.

3. In Vacation

When an approved Holiday falls within a vacation period, an employee on vacation shall be entitled to Holiday pay and will not be charged a day of vacation for that Holiday.

4. As Working Days

Whenever an employee is required, due to the nature of his position specification, to work on an approved Holiday, the employee shall be paid at his regular hourly rate in addition to his normal salary for the Holiday, or will be given the equivalent time off at a subsequent date with the approval of the department head. Non-executive employees will be permitted the opportunity of taking equivalent time off provided it is taken during the same pay period. Non-executive employees required to work on the date designated as Easter shall, in addition to their regular wage, be paid or permitted to accrue an equivalent amount of compensatory time off for all hours worked.

5. As Scheduled Day Off

Whenever an approved holiday falls on an employee's scheduled day off, the employee's regularly scheduled hours shall be credited to vacation time. Accruals shall be at a rate of 8, 9, or 10 hours based upon the employee's current schedule. NOTE: If an employee works overtime on the holiday, the employee shall be paid for the holiday and will not have the holiday hours credited to their vacation time.

6. Floating Holidays

Up to a maximum of two floating holidays shall be accrued annually at the beginning of the payroll year. At no time, however, shall an employee earn additional floating holidays in excess of the maximum in a 12-month period unless authorized by the General Manager or designee. Floating holidays are available in whole day increments only, based upon the employee's current schedule. Any time an employee is unable to accrue two full floating holidays because of the maximum, the excess floating holiday hours will be converted to its eight hour cash equivalent and applied to the Voluntary Time Bank Program. For example, if an employee has one floating holiday remaining at the end of the payroll calendar year, the employee shall accrue one floating holiday, while the second floating holiday shall be converted to its cash equivalent based on the employee's hourly wage times eight hours and applied to the Voluntary Time Bank.

7. Approval of Floating Holiday Time Accrual

Floating holidays may only be used by qualified Full and Part Time employees after they have successfully completed six months of continuous service as evidenced by a completed and processed performance review recommending that they be allowed to use floating holidays, vacation and sick leave. Floating holidays shall be taken only with the approval of the department head at such time as will not impair the work schedule or efficiency of the department. A maximum of two floating holidays may be used during the payroll year.

AD. Records

A current record of accrued and expended sick leave, vacation, overtime, and floating holidays for each eligible employee shall be maintained by the District. Each employee shall have the right to inspect his individual record.

AE. Jury Duty and Court Appearances

Any employee (excluding those in pre-retirement status, student workers, or temporary employees) who has been summoned for attendance to any Court for jury duty during his normal working hours shall be deemed to be on duty and there shall be no loss of salary; however any jury fees (except mileage allowances) received by him shall be returned to the District. An employee who is temporarily free from jury duty for a period long enough to permit him to perform his District duties for four or more consecutive hours during any day or days during his term of jury duty must perform such District duties in order to retain eligibility for receiving his full salary during said period of jury duty. In determining if employees are able to work four consecutive hours, supervisors are to allow for reasonable travel time and a regular meal period.

Any employee who shall be called as a witness arising out of and in the course of his District employment shall be deemed to be on duty and there shall be no loss of salary; however any witness fees received by him shall be returned to the District, together with any mileage allowance he receives if he uses District transportation in lieu of other transportation. An employee absent as a witness in a non-District related matter shall not be entitled to District pay during such absence.

Jury Duty Rest Period Authorization: When an employee who has worked the majority of his working hours after 6:00 p.m., but before 6:00 a.m., and serves more than four hours of jury duty between 10:00 a.m. to 5:30 p.m., he shall receive no less than eight hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a half-hour travel time home and a half-hour travel time to return to work (a total of one hour travel time). Should said rest period overlap the employee's normal shift time, the employee will receive Administrative Leave for those hours during the required rest period, which overlap the employee's normal scheduled work shift.

AF. Salary Policies

1. Unauthorized Absence

Unauthorized absence from duty shall be without pay and accounted for as Leave of Absence Without Pay. Deduction from compensation for such unauthorized absence shall be at the hourly rate of said employee's range and step for the entire duration of such unauthorized absence.

2. Pay Period

All employees shall normally be paid at the end of their work shift on Thursday of every other week but no later than the end of the work shift of the next day (Friday) for the preceding pay period, as defined in Section 4.K, "Pay Periods", which ends at midnight on the Saturday which immediately precedes said normal Thursday pay day. When such normal Thursday payday falls on an official District Holiday (i.e., Thanksgiving Day and the day after Thanksgiving), paychecks will be issued on the day, which precedes the normal Thursday payday.

Effective September 23, 2001, Emergency Pay check advances, subject to certain limitations, may be authorized on an exception basis by the General Manager or designee. Advances require at least a six-day processing time, are limited to 90 percent of net pay, and to no more than one advance per employee per payroll calendar year.

3. Separation

Separated employees shall be paid not later than the next regular payday following the effective date of separation.

4. Separation Compensation

No employee who separates shall be entitled to receive the compensation then due him unless and until he has paid or delivered to the appropriate authority of the District, all District funds and property in his possession or control and has properly accounted therefore, or has been lawfully relieved of the obligation.

5. Assignment to Vacant Higher Position

An employee assigned by the department head or designee to a higher vacant position requires approval of the General Manager or designee, and will be compensated at the first step (Step 1) of the vacant higher position salary range or receive a minimum of a two-step (5%) increase (whichever is greater) for the duration of the assignment. Salary adjustments will be made at the beginning of the pay period on or immediately following the date of assignment as approved by the General Manager or designee. In

order for an employee to be entitled to compensation at the higher salary level the following requirements must all be met:

- a. A vacant higher-level position must exist. For purposes of this procedure, a vacant position is defined as: an unoccupied position due to attrition, new position authorized by the General Manager or designee, or a position from which the incumbent is on an extended authorized leave of absence or a temporary reassignment of 30 calendar days or more.
- b. The employee shall be assigned in writing to the vacant higher-level position by the department head or designee.
- c. The employee shall be held responsible to fully perform all of the duties normally associated with the higher-level job classification without limitation as to difficulty or complexity of assignments or consequences of action.
- d. The employee shall be required to meet standards for satisfactory performance normally required at the higher-level job classification.
- e. The employee must meet the minimum requirements for the higher-level job classification or demonstrate reasonable attainment thereof. A Union-represented employee who is temporarily assigned to a non-represented vacant higher position will continue paying union dues while serving in the temporary non-represented vacant higher position.

Assignments shall terminate not later than official announcement of an appointment to the higher-level position or 12 months from the date of the original assignment.

Upon termination of the assignment the employee's salary range and step will be returned to its previous placement prior to the assignment; however adjustment will be made if the employee had been eligible for step advancement during the term of assignment.

6. Payment of Wages and Salaries

Employees are required to bring any concerns regarding possible pay discrepancies or errors to the attention of the Finance Department (Payroll) within 30 calendar days of the paycheck or remittance advice being issued. If a concern has not been raised with the Finance Department (Payroll) within 30 calendar days of the employee's paycheck or remittance advice being issued, it is presumed that the paycheck or remittance advice is correct and final.

AG. Position Abandonment

An employee who fails to report to work without providing proper notification for three consecutive workdays will be considered to have

voluntarily terminated their employment with the District unless an acceptable explanation is provided to the General Manager or designee.

AH. Work Schedules

Effective January 1, 1995, designated personnel will be assigned to a five-day per week, eight hour per day work schedule. Management retains the right to implement special or different work schedules where warranted following required meet and confer sessions with the recognized employee organization. Management also has the authority to approve or deny employee requests to modify the 8 a.m. to 5 p.m. working hours for an employee based on the needs of the department to meet the mission of the District.

It is agreed that the District and IBEW Local 1436 will continue to evaluate, utilizing the SWOT analysis, the cost, structure, benefit, and customer service impacts associated with the implementation of flexible work schedules for consideration prior to the next MOU discussions.

1. Temporary Work Schedule Change

Situations may arise where a temporary change in work schedules allows a job to be completed with reduced impact to customer service, provides a safer environment for employees to complete the job, allows the job to be completed more efficiently, or allows overtime to be minimized. Under these circumstances, each affected employee shall receive a minimum of seven calendar days advanced written notice stating the start and end dates of the schedule change. Employees shall not be subject to this provision more than twice in a three month period, and the total number of days worked under a temporary work schedule shall not exceed 14 days in the three month period. At the end of each assignment resulting in a schedule change, the employee will receive a minimum 24-hour break before returning to his regular schedule.

AI. Continuing Discussions

The District and Union agree to defer the issues of revised Drug & Alcohol policy and Pay for Performance to the meet and confer process during the term of this MOU (October 11, 2009 to June 27, 2010). Neither party shall have any obligation to make any changes on the above issues during the term of this MOU. Any changes on the above issues during the term of this MOU shall be mutually agreed upon by the parties.

AJ. Safety Shoe Allowance

Regulations under the California Division of Occupational Safety and Health and Federal OSHA require that employees exposed to foot hazards must wear American National Standards Institute (ANSI) approved protective footwear. I.D. Memo 5572, as amended, identifies personnel required to wear approved footwear that meets current state and federal standards. District employees identified in I.D. Memo 5572, as amended, will be reimbursed up to \$175.00 (effective 1/1/06) per *payroll calendar* year to help defray the cost of purchasing, or resoling

with similar material, protective boots or shoes. *NOTE: Some classifications, as specified on I.D. Memo 5572 as amended, are only eligible for reimbursement every other year.* Reimbursement will be made upon submittal to Risk Management, of a receipt showing proof of purchase.

Meter Reader I or II personnel will be reimbursed up to \$175 per payroll calendar year to help defray the cost of purchasing, or resoling with similar material, support boots or shoes with a non-slip sole. Reimbursement will be made upon submittal to Risk Management of the following:

1. Receipt showing proof of purchase.
2. Manufacturer's statement verifying the purchase of a "support shoe" with a non-slip sole. All shoes reimbursed under this section must provide six inches of ankle support.

As a condition of employment, employees classified as either a Meter Reader I or II agree to keep shoes fully laced during work hours and in good repair. Shoes that have become so worn that they no longer are considered by management to provide a non-slip sole or adequate support must be replaced within one workweek.

Upon approval of their department head or designee, employees promoted or otherwise reassigned to a department requiring a different type of safety shoe may be reimbursed up to an additional \$175. Reimbursement will be made upon submittal to Risk Management of a receipt showing proof of purchase of an appropriate safety shoe.

AK. Light Duty Assignment

Any employee who experiences a work related or non-work related injury or illness may be authorized to work a light duty assignment when the District has available work and the work does not exceed the employee's work restrictions as verified by the employee's attending physician. In such cases, the employee may be authorized to perform light duty for up to 120 calendar days within any 12 month period. Employees who suffer a subsequent injury or illness are not eligible for continued light duty assignments if they have exhausted the 120 calendar days of light duty within any 12 month period or the injury or illness limits their ability to perform their assigned light duty.

Section 6. Rules and Regulations Covering Employer-Employee Relations

The provisions of Ordinance No. 53.1 of District's Board of Directors and the Rules and Regulations set forth in Resolution No. 1575, as amended, of District's Board of Directors shall govern District's (as employer) relationship with Union (employee organization) and its employees represented by Union. Copies of said Ordinance No. 53.1 and Resolution No. 1575 are available in the Human Resources/Risk Management department. Among the Rules set forth in said documents, which are of particular interest for purposes of this MOU, are the following:

A. Rule 3 - Reasonable Time Off to Meet and Confer

Assures reasonable time off during regular working hours for certain designated (by Union) Union representatives to meet and confer with District's Employee Relations Officer and to provide representation for employees. The District will be provided the names of the Union representatives so designated and at no time will the exercise of this rule incur overtime.

B. Rule 4 - Access to Work Locations

Grants reasonable access by certain designated officers of Union to employee work locations under prescribed conditions;

C. Rule 5 - Use of District Facilities

Provides for Union, with prior approval by District's Employee Relations Officer, use during non-work hours of certain District facilities, such as office space, furniture and other facilities normally used for business meetings, for qualified meetings;

D. Rule 6 - Use of Bulletin Boards

Provides for Union, with certain approvals, use of District bulletin boards for the posting of approved material;

E. Rule 7 - Availability of Data

Assures that District will make available to Union such non-confidential information pertaining to employment relations as is contained in the public records of District, subject to certain limitations set forth in said Rule and Government Code Sections;

F. Rule 8 - Peaceful Performance of District Services

Provides that Union, its representatives and/or members, shall not engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind and sets forth remedial and disciplinary action rights of District; and,

G. Rule 10 - Employee Grievance Procedures

Sets forth procedures to be followed in the filing and handling of employee grievances.

1. Purpose

In the event a difference arises between District employee and District as to the meaning and application of MOU provisions and its attachments, or should a difference arise concerning matters not specifically addressed in the MOU or covered by the Exclusions contained herein, an earnest effort shall be made by all parties to settle such difference at the earliest practicable time.

2. Time Limitations and Notifications

If, at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within specified time limits. Failure to submit the grievance within established time limits shall terminate the grievance process and the matter shall be considered settled within the District structure.

If the Reviewing Official does not respond within specified time limits, the grievant shall promptly proceed to the next step. For purposes of this Grievance Procedure, notification must be given in writing. Notice by mail, when necessary, shall be deemed received upon return receipt.

3. Waiver of Time Limits

The Parties may mutually agree, in writing, to waive time limits set forth in each step of the Grievance Procedure.

4. Right of Grievant to be Present

The grievant may elect to be present at each step of the Grievance Procedure until all evidence is submitted by District and grievant.

5. Finality of Decision or Settlement

Settlements reached at any Grievance Procedure step shall be binding on all Parties and shall not be reviewed again under this procedure except by mutual consent. Settlements shall be in writing and signed by the grievant, the appropriate representative of the District and, if applicable, the Employees' Union.

6. Exclusion of Legal Counsel

Neither District nor the grievant will be represented by a licensed attorney in the Grievance Procedure except by mutual written consent of both parties.

7. Exclusions

Disputes between parties involving the application or interpretation of District's Equal Employment Opportunity Plan, shall be settled in accordance with the appropriate appeal procedures contained within the Equal Employment Opportunity Plan. Disputes involving performance appraisals or disciplinary actions shall be settled in accordance with the appropriate appeal procedures contained within Ordinance 30, as amended. Matters limited to the procedural mechanics of a performance appraisal are not excluded from this Grievance Procedure. Matters associated with Section 7 of the MOU, Union recognition of District's rights,

classification and salary determinations, or federal or state statutes, rules or regulations are excluded.

8. Steps in the Grievance Procedure

Disputes arising under District's MOU shall be resolved as follows:

- a. Step 1. The grievant, within 30 days after having knowledge of a potential grievable incident shall notify, in writing his immediate supervisor or department head. The supervisor or department head will render a written decision to the grievant within three working days following the initial notification. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.
- b. Step 2. If no agreement is reached between the grievant and his supervisor or department head, the complaint shall be submitted in writing by the grievant to his Deputy General Manager or Assistant General Manager within five working days of the department head's decision. The Deputy General Manager or Assistant General Manager shall submit a written response within ten working days. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In cases where the employee's department head reports directly to the General Manager, the General Manager may designate the Deputy General Manager or an available Assistant General Manager to hear the employee's grievance.
- c. Step 3. If no agreement is reached between the grievant and his Deputy General Manager or Assistant General Manager, the grievant shall submit the complaint on a standard grievance form with the Deputy General Manager's or Assistant General Manager's written response attached and forward it to the Grievance Committee within five working days of the Deputy General Manager's or Assistant General Manager's decision. The Grievance Committee shall consist of two employees appointed by the IBEW Local 1436 Board and two District appointed members. Grievance committee members shall be eligible for compensation at their regular rate of pay for Grievance Committee meetings. Overtime is not authorized under any circumstances, and committee members are expected to coordinate meetings that will have the least possible impact on District operations. The Grievance Committee shall have authority on behalf of the grievant and, if appropriate, the Union to investigate all facts surrounding the grievance; define the issues; and recommend to the General Manager or designee that the requested relief either be granted or denied. The committee, grievant, or Union may also consolidate, rewrite for clarification, or withdraw any grievance at Step 3.
- d. Step 4. Within 15 working days of receiving a grievance, the Grievance Committee shall submit a majority written recommendation to the General Manager or designee.

In the event the Grievance Committee is unable to reach a majority, the written opinion of each committee member will be forwarded to the General Manager or designee.

- e. Step 5. Within ten working days after receiving the Committee's report, the General Manager or designee will render a written decision to the Grievance Committee with copies to the grievant and Director of Human Resources & Risk Management. The General Manager or designee may, if he so determines, interview the grievant or any other parties, review written records, or any other materials pertinent to the Grievance or take any such actions necessary to reach a decision in the matter. The decision by the General Manager or designee is final and binding on all parties.

If no decision is rendered within 30 working days, then the majority recommendation submitted by the Committee shall be deemed final.

H. Agency Shop Agreement

1. Legislative Authority

The parties mutually understand and agree that as a result of State of California adoption of SB 739, all regular status, non-confidential, eligible unit employees represented by the IBEW Local 1436 have the right to join or not join the Union. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Union or pay to the Union a service fee in lieu thereof. Such service fee shall be established by the Union, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union.

2. Union Dues/Service Fees

- a. Effective September 20, 2001, the District's Human Resources Department shall provide all eligible current regular employees who do not have a current Union Dues payroll deduction authorization form on file with the District, and any regular employees hired thereafter, with the authorization notice advising them that Agency Shop for the Union has been enacted pursuant to state law and an agreement exists with the Union, and all employees subject to the agreement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to Payroll.

- b. If the form is not completed properly or returned to Payroll within 14 calendar days, the District shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing 14 calendar days after receipt of the authorization form by the employee.
- c. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues and service fees.

3. Religious Exemption

- a. Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation of active membership in such religious body or sect, shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the District and the Union, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Charitable monthly contributions shall be made by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Union.
- b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the District. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

4. Rescission

The agency shop provision in this agreement may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding (MOU) between the IBEW Local 1436 and the Eastern Municipal Water District, provided that:

- a. A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;
- b. The vote is by secret ballot;
- c. The vote may be taken at any time during the term of the MOU, but in no event shall there be more than one rescission vote taken during that term. Notwithstanding the above, the District and the Union may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an Agency Shop Agreement {Section 3502.5(d)}.
- d. If a "rescission vote" is approved by unit members during the term of a current MOU, the Union agrees not to petition for or seek Agency Shop status for the remainder of the current MOU.

5. Records

The Union shall keep an adequate itemized record of its financial transactions, and shall provide annually to the District and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

6. Indemnification

The Union shall indemnify, defend and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency fee obligation, including claims relating to the Union's use of monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenge to the District's compliance with the agency fee obligation, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

7. Election

Prior to the implementation of this provision, the Union and the District shall jointly conduct a secret ballot election to which the Union will invite, in writing, each eligible bargaining unit member, whether or not he/she is a current Union dues paying member. All eligible unit members in attendance shall be allowed to participate

during discussion and voting, irrespective of current membership in the Union. Ballots shall be counted jointly by a representative of the Union and a representative of the District at the conclusion of the meeting, and a simple majority of votes cast shall prevail. (On July 25, 2001, the Union and District jointly conducted a secret ballot election regarding the proposed Agency Shop agreement resulting in the following vote: 154 for and 51 against.)

8. District Board Approval

If the foregoing agency shop provisions are approved by the employees, then authorization to approve this agreement shall be submitted to the District's Board of Directors at its first regular meeting following employee approval but not earlier than 30 days following the vote.

Section 7. Union Recognition of District's Rights

Union recognizes that District's Board of Directors has the responsibility and authority to manage and direct, on behalf of the public, all District operations and activities to the full extent permitted by applicable statutes of law.

Union further recognizes that, without limitation, in exercising such statutory responsibilities and authorities, District's Board of Directors, through its duly authorized managerial employees, shall have the unqualified right to, among other things, exercise all normal management prerogatives, including, but not limited to, the rights to fix operating and personnel schedules, determine employee workloads, arrange employee transfers and impose employee layoffs.

Section 8. District's Rights Relative to Payroll Deductions (Withholding)

District shall have the unqualified right, insofar as Union is concerned, to make the following deductions (withholdings) from the salaries of District employees represented by Union.

- A. Such amounts as are required by applicable laws
including, but not limited to:
 - 1. Federal and State income taxes;
 - 2. Employee contributions to the Public Employees' Retirement System; and
 - 3. Such other mandatory deductions as may be required by law;

- B. Such amounts as individual District employees
in writing, authorized District to withhold as their participation in or contributions to:
 - 1. Supplemental Group Life Insurance;
 - 2. Deferred Compensation;
 - 3. EMWD Security Trust (Pension) Program;
 - 4. Altura Credit Union;
 - 5. IBEW Local 1436 dues, if any;
 - 6. United Way of Hemet-San Jacinto Valley; and,

7. Such other voluntary deductions as District's Board of Directors may approve and individual District employees subsequently authorize in writing.

Section 9. Full Understanding, Modification, and Waiver

This MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior existing understandings or agreements by the Parties, whether formal or informal, regarding these matters are hereby superseded and terminated in their entirety. However, except as modified herein, District ordinances, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect.

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.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained in this MOU shall, in any manner, be binding upon the Parties unless made and executed in writing by both District and Union and, if required, approved and implemented by District's Board of Directors.

The waiver of any breach, term, or conditions of this MOU by either District or Union shall not constitute a precedent in the future enforcement of all of its terms and provisions.

Section 10. Savings Clause

Should any provision of this MOU or any application thereof, be unlawful by virtue of any Federal or State law, such provision or applications of this MOU shall be null and void, but in all other respects, the provisions of this MOU shall continue in full force and effect throughout the term thereof.

Section 11. Effective Date and Term of this MOU

This MOU shall become effective as of October 11, 2009 and shall remain in full force and effect through June 27, 2010. This date shall thereafter, until otherwise changed, constitute the anniversary date of this MOU. Thereafter, this MOU will automatically be extended for one year periods following each anniversary date, however, either the District or the Union may serve written notice to the other of its desire to terminate or amend this MOU no less than 90 calendar days prior to an anniversary date. Following the giving of such notice, this MOU shall expire on the next anniversary date, unless otherwise extended by mutual agreement of the parties.

IN WITNESS WHEREOF the Parties have executed this MOU in duplicate.

EASTERN MUNICIPAL WATER DISTRICT

By _____
Anthony J. Pack
District Employee Relations Officer

ATTEST:

By _____
Rosemarie V. Howell
Secretary to the Board/Asst. to the GM

IBEW Local 1436 (Union)

By _____
Stephen A. Shockey
Business Manager/President

APPROVED AS TO FORM: REDWINE AND SHERRILL

By _____
Gerald D. Shoaf
Attorney