

MEMORANDUM OF UNDERSTANDING

between

Eastern Municipal Water District

and

International Brotherhood of Electrical Workers

IBEW Local 1436

January 1, 2024 - December 31, 2026



Memorandum of Understanding between Eastern Municipal Water District and IBEW Local 1436

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MEMORANDUM OF UNDERSTANDING

I. Designation of Parties

This Memorandum of Understanding, hereinafter referred to as MOU, is entered into the 1st day of January 2024, 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 the District's Employer-Employee Relations Resolution, as amended, with District and Union also being sometimes collectively hereinafter referred to as the parties.

II. Statement of Purpose 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.

III. Salaries (Wages)

It is agreed that the "Salary Schedule of Ranges" will be adjusted during the term of this agreement based on the actual change in the CPI-U percentage using Riverside-San Bernardino-Ontario, CA region index as follows:

- Effective pay period which includes January 1, 2024 – CPI-U percentage will be calculated using the rolling average from November 2022 to September 2023.
- Effective the pay period which includes January 1, 2025 – CPI-U percentage will be calculated using the rolling average from November 2023 to September 2024, with a minimum of 1% and a maximum of 4%.
- Effective the pay period which includes January 1, 2026 – CPI-U percentage will be calculated using the rolling average from November 2024 to September 2025, with a minimum of 1% and a maximum of 4%.

IV. Definitions

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

A. "Anniversary Date"

The annual anniversary of last employment date for an employee in a Full- or Part-Time Regular position, used to determine eligibility for PTO and/or other benefits.

B. "CalPERS"

The California Public Employees Retirement System.

C. "Classifications"

A listing or group of positions or jobs as set forth by Resolution "Classifications and Salary Schedule," as amended by the Board of Directors from time to time. Said listing or group of positions or jobs may be either similar in duties and responsibilities or require approximately the same abilities, education, experience, and background which are of a similar level of job worth and salary range.

D. "Continuous Service"

(Sometimes denoted - "Continuous Employment") - The uninterrupted payroll status of an employee. (Exception: Authorized Leave of Absence would not be considered a break in service even though an employee would not be in a paid status; however, such a period of absence would not count toward eligibility for increased PTO, and/or other benefits).

E. "Demotion"

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the control point is lower. An employee demoted for disciplinary reasons shall be placed within the designated range for the class to which demoted as provided in the Order of Demotion.

An employee who voluntarily requests a demotion will be placed on the step of the salary range for the lower classification closest to, without exceeding, their existing salary, however, if the employee's existing salary exceeds the control point of the lower salary range, the employee's salary will be reduced to the control point of the classification to which employee voluntarily demoted.

F. "Executive Employee"

Those classifications identified with a '+' under the column titled Exempt Position on the "Classifications and Salary Schedule" as set forth by Resolution, 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 the "Salary Schedule of Ranges" as set forth by Resolution, as amended, for the range and step authorized for each Executive employee is considered full compensation for all hours worked.

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G. "Exempt Employee"

Those classifications identified by the letter 'y' under the column titled Exempt Position on the "Classifications and Salary Schedule" as set forth by Resolution, 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 eighty (80) 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.

H. "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).

I. "Holidays"

Those days or hours designated as such by official action of the Board of Directors.

J. "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 "meets expectations" performance rating or better before obtaining regular employment status with the District. Part-time employees shall serve an initial probationary period of twelve (12) consecutive months of service and must maintain a "meets expectations" performance rating or better before obtaining regular employment status with the District. Employees who accept a new position prior to completing their initial twelve (12) month probation period will have their probation period extended to provide at least six (6) months of probation period in the new position, without exceeding a total of eighteen (18) months of initial probation period.

Employee performance reviews shall be administered at three (3), six (6), and twelve (12) months. The twelfth month review will be held prior to completion of 2080 hours of regular employment (twelve (12) 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. If needed, and with the approval of the General Manager or designee, an employee's initial probation period may be extended up to six (6) months to further evaluate certain areas where the employee is not meeting expectations. During the initial probation period, an employee may be discharged at any time without cause and without right to review.

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K. "Non-Exempt Employee"

Those classifications identified by the letter 'n' under the column titled E on the "Classifications and Salary Schedule" as set forth by Resolution, 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 eighty (80) 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.

L. "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.

M. "Overtime"

Except for those classifications designated as Executive, overtime is defined as all hours worked in excess of each employee's normally scheduled daily shift of eight (8), nine (9), or ten (10) hours or more than forty (40) hours in a seven-day work period. Employees will be paid for all overtime worked, even if the overtime is unauthorized, however they may be subject to disciplinary action.

N. "Paid Time Off (PTO)"

PTO is provided by the District for the recreation, health, and well-being of employees. Accruals will be based on the schedule provided under the terms of this MOU.

O. "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 twenty (20) hours per week (thirty (30) hours per week for District's Long-Term Disability Insurance Program and thirty-two (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 are eligible for CalPERS retirement benefits as provided by CalPERS law, when the following occurs:

- No term (length) of appointment is specified in the appointment/employment, but full-time employment continues longer than six (6) months; or
- The person works 1,000 hours in a fiscal year.

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P. "Pay Periods"

The successive two (2) calendar week periods of time which begin at 12:01 a.m. on Sunday and extend through 12:00 midnight of the second succeeding Saturday.

Q. "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.

R. "PEMHCA"

Public Employees' Medical and Hospital Care Act.

S. "PEPRA"

California Public Employees' Pension Reform Act.

T. "Position"

A particular classification to which a group of duties or responsibilities is assigned or delegated by competent authority.

U. "Position Specification"

(Also known as "Job Description") The specific duties and responsibilities assigned to any given position.

V. "Probationary Employee"

A Full or Part-Time Employee, who has not completed an initial probation period, or who at the discretion of the department head, has not completed a satisfactory probation period in a position to which they were promoted, demoted, or transferred.

W. "Promotion"

Change of position from one classification and salary range to a different classification with a higher salary range, whether in the same or different department.

X. "Promotional Probation Period"

District employees who take another position within the District may, at the employee's option or when an employee does not successfully complete a promotional probation period, return to their prior position within the 3-month period so long as the position has not been filled or an official job offer has not been made. The employee will be returned to the previously held classification or a classification at the same salary range, at the same step held before being promoted.

Y. "Reclassification"

A change in the title of a position to reflect significant changes to assigned duties and responsibilities. Such changes may be accompanied by the assignment of the position to a higher or lower salary range. Reclassification results in the reallocation of an existing position to a different classification without creating a vacancy.

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Z. "Regular Employee"

A Full or Part-Time Employee who has completed the initial probation period in a given classification.

AA. "Retirement"

Refers to an employee who retires from the District under the provisions of the Public Employees' Retirement Law.

BB. "Review Date"

The date on which an employee's work performance is due to be evaluated by the department. Pay increases resulting from an annual review will be effective on the first day of the pay period closest to the employee's review date or as described within this MOU for focal point process.

CC. "Scheduled Workday"

Any day an employee is assigned to work in accordance with their position specification (includes days for which employee is assigned to work on an overtime basis, if any).

DD. "Separation"

As used herein, the word separation refers to either an employee's resignation or discharge from the District's employ.

EE. "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, except for PTO, or other benefits as mandated by law. 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.

FF. "Title Change"

A change in title of a position without significant changes to on-going duties, responsibilities, or salary level.

GG. "Transfer"

Change of an employee from one position to another of the same classification and salary range, whether in the same or a different department.

HH. "Wage Adjustment"

A change of classification assignment to a higher or lower salary range.

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II. “Y-Rating”

A cap on an employee’s salary/wages and are ineligible for merit increases until such time as their salary is within the established salary range and are below the control point of the range. Y-rated employees are eligible for negotiated pay or “cost of living” adjustments in the form of a one-time lump sum payment. Part-time employees' lump sum payments will be prorated based on their percentage of time worked during their 12-month review period.

V. **Employee Benefit Programs**

The District's ongoing employee benefit programs, which are listed below, will continue to be available to District employees represented by the Union. Each employee's participation in any program is subject to the program's terms and conditions, including any eligibility requirements for participation.

A. Group Health Insurance: Active Employees

1. Public Employees’ Medical and Hospital Care Act (PEMHCA) Coverage

The District provides group health insurance coverage under the PEMHCA, the insurance program sponsored by CalPERS. Each eligible employee may, at the time and in the manner dictated by CalPERS, enroll in and receive coverage under PEMHCA. The District will subsidize each employee's PEMHCA coverage for the period covered under this MOU, by making minimum contributions to PEMHCA and by making supplemental contributions to a District-sponsored cafeteria plan in the amounts specified below.

2. District Contributions for PEMHCA Coverage

PEMHCA minimum: The District will contribute to PEMHCA the minimum amount required by section 22892(b)(1) of the California Government Code, as adjusted by CalPERS periodically, these contributions will be made directly to PEMHCA.

Supplemental contributions:

In addition, during the periods set forth below, for each covered employee, the District will make additional contributions through its cafeteria plan in the following amounts:

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Period	District Contribution to Cafeteria Plan
January 1, 2024 – expiration of this MOU	<p>The District’s medical premium contributions will be adjusted using the average of the percentage premium increases from all District offered medical plans which had active employee enrollments in July, rounded up to the next whole dollar respectively.</p> <p>If the cost of an employee's medical coverage provided through PEMHCA or Kaiser ‘A’ exceeds the District's total contributions towards the coverage, the employee will be responsible for contributing the difference. Employee contributions will be made through the District's cafeteria plan on a pre-tax basis (or as mandated by regulations).</p>

B. Medical Insurance-In-Lieu Benefit for Employees with Alternative Coverage

Any participating employee who has proof (to the satisfaction of the District) of health-insurance coverage from another source may elect to receive a monthly in-lieu of receiving PEMHCA coverage through the District. This election will be provided through the District's cafeteria plan. Effective the first payroll in January 2024, this payment will be at the rate of \$386.31 per pay period on a bi-weekly basis on the employee's paycheck. This rate shall be adjusted annually based on the same index used to adjust District’s contributions for PEMHCA coverage and applied on the same date as medical rates and contributions (e.g., typically January).

C. Cafeteria Plan

The District maintains a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. In accordance with the federal tax laws and PEMHCA laws, the following items will be provided through the cafeteria plan: the District's supplemental contributions for PEMHCA coverage; employees' contributions for PEMHCA coverage; and, the cash-in-lieu feature (see section for Medical Insurance-in-Lieu Benefit). In addition, to the extent permitted under the applicable tax laws, the District may in its sole discretion provide to employees any other benefit under the cafeteria plan that the District deems appropriate.

D. Continuing Discussions

The District will review market options for available plans with enhanced benefits and associated costs for dental and vision coverage in the next renewal cycle. District will report information to Union as received.

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E. Group Health Insurance: Retirees

1. PEMHCA Coverage

The District provides group-health insurance coverage under PEMHCA. Each eligible retiree of the District may, at the time and in the manner dictated by CalPERS, enroll in and receive coverage under PEMHCA. The District will subsidize each retiree's PEMHCA coverage for the period spanning the payroll period through and including the expiration date of this MOU, by making minimum contributions to PEMHCA and by making supplemental contributions to a District-sponsored health reimbursement arrangement (HRA) in the amounts specified below. The amounts contributed by the District depend on the date the retiree was first hired by the District.

2. District Contributions for PEMHCA Coverage

a) Retirees Hired Before August 1, 2005

PEMHCA minimum: The District will contribute to PEMHCA the minimum amount required by Section 22892(b)(1) of the California Government Code, as adjusted periodically by CalPERS. These contributions will be made directly to PEMHCA.

Supplemental contributions:

In addition, during the terms of this MOU, the District will make additional contributions through a HRA in the same manner as active employees.

b) Retirees Hired On or After August 1, 2005, and Before March 26, 2014

Each retiree will be entitled to receive monthly District contributions towards the retiree's PEMHCA coverage equal to the greater of:

The same contribution amount as a retiree hired before August 1, 2005, multiplied by the vesting percentage that would apply to the retiree under Section 22893 of the California Government Code if the District were subject to Section 22893; or the contribution amount that the retiree would have received under Section 22893 of the California Government Code if the District were subject to Section 22893. The contribution amount will be determined according to the factors specified in Section 22893, including the retiree's total years of credited service upon retirement with CalPERS and with the District.

The above references to Section 22893 are included only for purposes of calculating the retiree's benefit. As of the MOU's effective date, the District is not subject to Section 22893 for any employee or retiree.

c) Retirees Hired On or After March 26, 2014:

The District will contribute to PEMHCA the minimum amount required by Section 22892(b)(1) of the California Government Code as adjusted periodically by CalPERS. These contributions will be made directly to PEMHCA. The retiree will not be entitled to any additional District contributions towards their PEMHCA coverage.

Required Retiree Contribution

If the cost of a retiree's PEMHCA coverage exceeds the District's total contributions towards the coverage, the retiree will be responsible for paying the difference to PEMHCA. If the retiree elects to have other available coverage provided by the District (e.g. Kaiser Permanente 'A'), payment arrangements will be dictated by the District.

3. Health Reimbursement Arrangement

For each covered retiree, the District will contribute the required PEMHCA minimum amount directly to PEMHCA. If the District is required under this MOU to contribute additional amounts towards a retiree's PEMHCA coverage, the District will, in accordance with the tax laws, make those contributions to a HRA. Amounts under the HRA will be paid to retirees in order to reimburse them for the cost of their PEMHCA coverage. The District will take all appropriate measures necessary to ensure that the HRA payments to retirees are nontaxable to the maximum extent permitted under the federal tax laws.

District HRA supplemental contributions for employees hired prior to March 26, 2014, will not be decreased beyond the contract period as required by law or as provided for in a subsequent negotiation. Those amounts will be at the same levels as active employees set forth in the terms of this MOU.

4. Vested Rights

The District fully acknowledges that all existing retirees and bargaining unit employees have a vested right to receive, and to continue to receive throughout their retirement, Retiree Medical Coverage. It is further expressly acknowledged and agreed by the District and Union that the medical plans provided to current and future retirees, the levels of coverage provided to current and future retirees as well as the co-premiums, co-payments and deductibles to be paid by present and future retirees shall not be modified, altered or amended except for any District applicable medical plan premium related changes (e.g., premiums, co-premiums, co-payments, deductibles, etc.) required by or otherwise adjusted through the District's participation in CalPERS medical plans (PEMHCA), Kaiser Permanente "A", or a negotiated agreement by and between the District and the Union. Any such modifications, alterations and/or amendments shall, at all times, be in compliance with applicable law.

The parties mutually agree that any future modifications to retiree medical benefits will conform to the existing statutory, constitutional, and/or case law.

Re-hires

Those who separate and are re-hired by the District will be eligible for retiree group-health insurance benefits, based on their most current hire date prior to separating, so long as 1) they were vested prior to leaving the District, 2) the period

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of time from their separation date to re-hire date does not exceed five (5) years, and
3) they successfully complete one (1) year of probation from re-hire date.

F. California Public Employee's Retirement System (CalPERS)

1. Benefit Calculation

Effective upon contract amendment dated August 7, 2005, covered employees are enrolled in the "2.5% @ 55" benefit formula. Employees hired after November 4, 2010, will be enrolled in "2% @ 55" benefit formula. Employees hired after January 1, 2013, and considered to be new, or "PEPRA" CalPERS members as defined under the PEPRA of 2013, will be enrolled in the "2% @ 62" benefit formula. Employees hired after January 1, 2013, and considered to be "Classic" members under the PEPRA of 2013 will be enrolled in the "2% @ 55" benefit formula.

2. District Participation

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

a) Hired prior to November 4, 2010 (2.5% @ 55 benefit formula)

Employee contribution rate of 8%, paid by the employee on a pre-tax basis.

b) Hired on or after November 4, 2010, through December 31, 2012 (2% @ 55 benefit formula) or hired after January 1, 2013, and considered a "classic" CalPERS member, as defined by CalPERS.

Employee contribution rate of 7%, paid by the employee on a pre-tax basis.

c) Hired on or after January 1, 2013 (2% @ 62 benefit formula)

Employee contribution rate of 50% of normal cost of pension or what is determined to be the PEPRA employee contribution rate by CalPERS, on a pre-tax basis. This rate is currently 7.5%.

3. Special Death Benefit

District paid CalPERS contract amendment. This provision provides for a special death benefit to an eligible survivor in the event that an employee's death is a direct consequence of a violent act while on the job. Pursuant to the requirements of CalPERS, eligible survivors may receive one of the following monthly allowance(s):

- Eligible surviving spouse or domestic partner – monthly allowance equal to 50% of the member's final compensation. If there are eligible children in addition to the spouse or domestic partner, the allowance may be increased to a maximum of 75%.

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4. Fourth Level of 1959 Survivor Benefit

The District's contract with CalPERS 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 CalPERS, eligible survivors may receive one of the following monthly allowances:

Surviving spouse who was either continuously married to the member for at least one (1) year prior to death, or was married to the member prior to the occurrence of the injury or onset of the illness that resulted in death, and has the care of unmarried children, including stepchildren, of the deceased member who are under 22 years of age or are so incapacitated shall be paid \$1,900 per month if there is one (1) child, or \$2,280 per month if there are two (2) or more children. If there also are children who are not in the care of the surviving spouse, the portion of the allowance payable under this paragraph, assuming that these children were in the care of the surviving spouse, that is in excess of \$950 per month, shall be divided equally among all those children and payments made to the spouse and other children, as the case may be.

If there is no surviving spouse, or if the surviving spouse dies, and there are unmarried children, including stepchildren, of the deceased member who are under 22 years of age or are so incapacitated, or if there are children not in the care of the spouse, the children shall be paid a monthly allowance as follows:

- One (1) child - \$950
- Two (2) children - \$1,900
- Three (3) or more children - \$2,280

If there is a surviving spouse who has attained or attains the age of 60 years, and who was either continuously married to the member for at least one (1) year prior to death or was married to the member prior to the occurrence of the injury or onset of illness that resulted in death, shall be paid \$950 per month.

If there is no surviving spouse or surviving child who qualifies for the 1959 survivor allowance, or if the surviving spouse dies and there is no surviving child, or if the surviving spouse dies and the children die or marry or, if not incapacitated, reach 22 years of age, each of the member's dependent parents who has attained or attains the age of 60 years, and who received at least ½ of their support from the member at the time of the member's death, shall be paid \$950 per month.

G. Dental Insurance Plan

A dental insurance plan is provided by the District at no cost to employees for themselves and verified eligible dependents ("Base Plan").

The District offers an Enhanced Dental Insurance alternative plan ("Alternative Plan") which provides different coverage than the Base Plan. In most areas, the Alternative Plan offers higher levels of benefits and coverage. The Alternative Plan is a voluntary option

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to active employees; any difference in cost between the Base Plan and the Alternative Plan will be paid for by the employee through voluntary payroll deductions.

The District makes no commitment to providing this Alternative Plan on an ongoing basis from here forward. Rates and eligibility criteria are subject to change based on terms set forth by the provider at the renewal time period annually.

EMWD retirees may participate at group rates but must pay 100% of the premium.

H. Vision Care Plan

Provided by the District at no cost to employees for themselves and verified eligible dependents.

EMWD retirees may participate at group rates but must pay 100% of their premium.

I. Group Life Insurance

District participation - 100% of the premium for each participating employee. District further agrees to provide each retired employee \$10,000 of group life insurance for those who have not reached age of 70, and \$5,000 of group life insurance after reaching age 70, with the cost of such insurance borne by the District.

J. Supplemental Group Life Insurance

District participation - 50% of the premium for each participating employee. Active employees may purchase additional coverage up to three (3) times their annual salary, to a maximum of \$500,000. Employees who voluntarily increase their life insurance will have a similar increase in their accidental Death and Disability Benefit at District expense.

K. Group Long-Term Disability Insurance

District participation - 100% of the premium for each participating employee.

L. EMWD Deferred Compensation Program

District provides a direct contribution of 7.15% of each participating employee's basic monthly salary up to \$16,500 annual salary to the 401(a) plan and a matching contribution to the 457 plan as set forth below.

M. 457 Plan Program

Voluntary employee contributions –

The District maintains an eligible deferred compensation plan (457 Plan) that enables employees to save for retirement by voluntarily contributing part of their District compensation to the plan on a tax-deferred basis, up to IRS limits. To make these contributions, an employee must complete and submit a participation agreement at the time and in the manner specified by the 457 Plan.

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Automatic employee contributions –

Except as described below, each employee hired (or rehired) by the District on or after May 3, 2015, will be automatically enrolled in the 457 Plan effective on the employee's hire (or rehire) date.

For any period during which the employee is automatically enrolled, 3% of the employee's Compensation (as defined by the 457 Plan) for the period will be deducted and contributed on a pre-tax basis to the employee's account under the 457 Plan. In addition, each calendar year, the employee's automatic-contribution amount will increase by 1%, up to a maximum of 6%, but only if the employee has been automatically enrolled continuously since July 1 of the prior year.

In accordance with federal tax laws, automatic contributions will be treated as made under a participation agreement. In addition, automatic contributions will generally be subject to the same provisions under the 457 Plan as voluntary contributions, including plan provisions capping annual contributions to the plan as required by the tax laws.

Before automatically enrolling an employee, the District will provide the employee with written notice of their pending automatic enrollment, including when automatic contributions begin and the amount of those contributions. In addition, the notice will inform the employee of their right to opt out of automatic contributions at any time. The District will develop reasonable procedures for opting out.

This automatic-enrollment feature will not apply to an employee during any period for which the employee has either (i) opted out of automatic contributions in accordance with the District's procedures, or (ii) filed a participation agreement electing to voluntarily contribute compensation to the 457 Plan, regardless of the amount of the voluntary contributions. The employee's opt-out election or contribution election will be implemented as soon as administratively practicable. Any prior automatic contributions made to the employee's account under the 457 Plan will remain in the account subject to the plan's terms.

Employer matching contributions –

Subject to IRS limits, the District will make matching contributions equal to 100% of an employee's 457 contributions, up to the following amounts, subject to annual contribution limits:

4.0% of annual base pay salary for Classic employees who were hired and have maintained continuous employment with the District since on or before November 4, 2010 (Retirement Formula Tier I – 2.5% @55).

4.5% of annual base pay salary for Classic employees who were hired with the District since on or after November 5, 2010, but who were hired into CalPERS-covered employment prior to December 31, 2012 (Retirement Formula Tier II – 2% @ 55).

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6.0% of annual base pay salary for employees who were hired on or after January 1, 2013 (Retirement Formula Tier III (PEPRA) – 2% @ 62).

Amounts paid by the District under the matching program will be paid into the employee's 401(a) plan account on a biweekly basis, at the time the employee makes their 457 Plan deferral.

N. Voluntary Supplemental Insurance Programs

Programs offered to employees as optional and voluntary.

Continuing Discussions:

District will review insurance market availability and costs for additional supplemental (100% employee paid) insurance carriers for voluntary short-term disability insurance, beginning in 2024, for an anticipated 2025 plan year. District will report out information to Union as received.

O. Flexible Spending Accounts

The District will provide employees access to flexible spending accounts for un-reimbursed medical expenses and dependent care, as available by federal and state law.

P. Tuition Reimbursement

Any employee with six (6) months of service is eligible to request tuition reimbursement. Prior to enrolling in courses, employee should obtain authorization from their supervisor and department head. If the employee fails to obtain authorization, they will not be eligible for 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 provide 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 100% of the total for tuition, lab fees, books, and course-required videos only up to a maximum of \$6,000 per payroll year. ASB cards, parking permits, and miscellaneous school supplies are not covered. Tuition reimbursement shall be adjusted annually based on the actual percentage as noted in Section III. Salaries.

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For any amount reimbursed over the annual IRS maximum, the employee will be subject to taxes in accordance with regulatory requirements.

Employees may be reimbursed up to the current maximum for any classes taken but not yet reimbursed, if submitted within one (1) year from date of completion. If the receipts are turned in late, they must be paid in the current payroll year. Reimbursements will not be made retroactively to a previous payroll year. Once employee submits the reimbursement request with all supporting documentation, they will be processed and reimbursed to the employee in the next regularly scheduled payroll cycle after received and processed by Human Resources.

As a condition of accepting reimbursement, an employee agrees to continue employment with the District for a minimum of twelve (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, District operations, 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 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.

Note that overtime is not authorized and will not be paid to employees seeking education or certification under the reimbursement program.

Q. Certification Reimbursement

Employees obtaining or renewing certificates of competence in an approved certification program are eligible for 100% reimbursement of certification expenses, if submitted within one (1) year of certification/renewal date. These expenses are limited to the certification's 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 by the Human Resources Department and posted on the District's intranet. Additional certificates may be added to this list with approval of the employee's department head and the Director of Human Resources. Reimbursement will be made on the employee's paycheck with appropriate state and federal taxes withheld, if applicable within IRS/State regulations. Note that Class 'A' driver's license will be reimbursed at the amount paid minus the rate of base fee charges for a Class 'C' driver's license.

R. 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 call or radio notification immediately and not longer than ten (10) minutes. If the problem cannot be fully addressed by telephone or radio communication within twenty (20) minutes (for those with computer access; all others must be enroute within ten (10) minutes), the employee is required to be enroute to the source of the problem and arrive at the source of the problem within the normal safe response time from the employee's location, but no more than sixty (60) minutes from departure. Exceptions will be reviewed on a case-by-case basis for reasonableness by the supervisor, taking into account safety concerns such as road conditions or traffic issues that may warrant a longer response time. If the on-call employee does not respond to notification after two (2) 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

Effective January 1, 2024, in lieu of any other form of compensation, non-executive personnel serving on-call shall be paid \$7.96 per hour on-call compensation, and \$15.92 per hour on-call compensation on approved holidays, and in lieu of any other form of compensation, non-executive personnel serving on-call shall be paid two (2) times the regular on-call rate. On-call pay shall be adjusted annually based on the actual percentage change in the Consumer Price Index, as noted in Section III. Salaries of this MOU.

Employees who are assigned on-call duty shall be compensated at established rates for all on-call hours outside their normal work schedule, including meal periods. For example, an employee working a 4/10 schedule shall receive fourteen (14) hours of on-call pay. In lieu of a 2-hour minimum as provided under the "On-Call Employees Return to Work" section within this MOU, on-call employees responding to a "mealtime call-out" shall be entitled to regular pay for the duration of their meal period. This shall be known as the "mealtime minimum." To be eligible for the mealtime minimum, on-call employees are expected to follow appropriate Integrated Operations Center (IOC) notifications (i.e., 10-10 procedures). If an employee who is otherwise performing on-call duty after hours is called out for whatever reason, they shall be compensated pursuant to "On-Call Employees Return to Work" section within this MOU.

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Employees who perform on-call duty, outside of their normal scheduled working hours, will be eligible for the minimum 2-hour overtime pay when they physically respond to the site of a suspected emergency. Should the employee's normal schedule overlap with the 2-hours paid, the time which overlaps to their normally scheduled shift will be paid at the overtime rate. 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 IRS. If the employee assigned to on-call duty is engaged in a late assignment at a location other than their normal reporting location and requiring overtime, the employee will continue to be paid at the overtime rate to completion of job and travel to and from the reporting location.

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 (1) hour overtime pay for each response, if called upon within the same hour then only one (1) hour of overtime will be paid. 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 2-hour overtime pay.

3. Excess On-call

Excess On-call is defined as all on-call hours served in excess of 832 hours during a period of thirteen (13) pay periods. Excess on-call hours shall be paid at a rate of 50% 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 (2) 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.

4. 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, they shall, in addition to the payment provided for in, "Compensation", for being on-call, be paid for approved overtime work at the rate of one-and-one-half times their regular rate of pay (for exempt or non-exempt personnel) for the actual hours worked including travel time from their residence (or other on-call location) to their reporting station and return, subject to a 2-hour minimum for each occasion. There shall be no more than one (1) two (2) hour call-out minimum granted within any two (2) hour period and an eight (8) hour maximum during any given eight (8) hour period.

5. 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 (1 ½) times their regular rate of pay for the actual hours worked including travel time from their residence (or other on-call location) to their reporting

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station and return, subject to a two (2) hour minimum for each occasion. There shall be no more than one (1) two (2) hour call-out minimum granted within any two (2) hour period and an eight (8) hour maximum during any given eight (8) 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 (2) hour minimum for each occasion. There shall be no more than one (1) two (2) hour call-out minimum granted within any two (2) hour period and an eight (8) hour maximum during any given eight (8) hour period.

6. 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.

7. Use of District Vehicle

Employees assigned to On-Call duty may use District vehicles (duty trucks) during on-call assignments. District vehicles used for on-call duty may not be driven more than thirty (30) miles away from the District boundary (Exception: Designated employees assigned to on-call prior to the date of this MOU will be grandfathered in at sixty (60) miles. When their place of residence changes, they must meet the same criteria of all other on-call employees). Employees not designated as an exception must secure the vehicle at one of the approved secured District facilities listed below:

- Moreno Valley RWRP
- Hemet Water Filtration Plant
- Perris Valley RWRP
- Perris Water Filtration Plant
- Sun City RWRP
- Desalters
- San Jacinto Valley RWRP
- AC/OMC Buildings
- Temecula Valley RWRP

S. Differential Pay

1. 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. Effective January 1, 2024, employees entitled to Bilingual pay shall be paid a rate of \$0.91 per hour above their regular rate of pay for all hours actually worked, including time spent attending meetings. Bilingual pay will not apply to hours not worked, such as the use PTO, bereavement, holidays, floating holiday, no pay time off, jury duty, workers compensation, accrued time taken, on-call or on-call holiday (including excess), time bank, etc. Bilingual pay

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shall be adjusted annually for the terms of this MOU, based on the actual percentage change as noted in Section III. Salaries.

Designated languages include English and Spanish.

2. Notary Pay Differential

Employees in positions designated by the General Manager or designee that provide notary services, for District related business, shall be entitled to Notary pay. Effective January 1, 2024, employees entitled to Notary pay shall be paid a rate of \$0.91 per hour above their regular rate of pay for all hours actually worked, including time spent attending meetings. Notary pay will not apply to hours not worked, such as the use of PTO, bereavement, holidays, floating holiday, no pay time off, jury duty, workers compensation, accrued time taken, on-call or on-call holiday (including excess), time bank, etc. Notary pay shall be adjusted annually based on the actual percentage change as noted in Section III. Salaries. In order for designated employees to receive Notary pay, they shall maintain current notary commission and shall use this primarily for District related business while on District time. District will continue to pay for designated employees' notary commission renewals and required insurance pertaining to District related business.

3. Night Pay Differential

Effective January 1, 2024, non-executive employees who are regularly or temporarily 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 \$2.91 per hour above their regular rate of pay for all hours actually worked, including time spent attending meetings, and two (2) times the regular rate of pay on night pay differential rate for actual hours worked on holiday.

Night pay will not apply to hours not worked, such as the use of PTO, bereavement, holidays, floating holiday, no pay time off, jury duty, workers compensation, accrued time taken, on-call, on-call return to work, or on-call holiday (including excess), time bank, etc. Night pay shall be adjusted annually based on the actual percentage change as noted in Section III. Salaries.

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.

T. 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 (2) times the employee's existing hourly regular 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.

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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.

U. 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 their next work shift without a four (4) hour break shall be considered continuous work.

2. Required Rest Period

Any employee who works over sixteen (16) hours continuous work shall receive no less than eight (8) hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a 1/2 hour travel time home and a 1/2 hour travel time to return to work (a total of one (1) hour travel time). Any employee who works over twenty-four (24) hours of continuous work shall receive no less than twelve (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 (4) hours during the time period beginning five (5) hours after their regular shift ends through the time their next shift is scheduled to begin, they shall receive no less than eight (8) hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a 1/2 travel time home and a 1/2 travel time to return to work (a total of one (1) 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. If there are two (2) hours or less remaining in the employee's regular shift after the required rest period, the employee shall not return to work and will be paid the required rest period for the remainder of the shift. The employee shall return to work at the next regular scheduled shift.

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

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3. Compensation

Any employee required to work continuously into their next shift will continue to be paid overtime (as applicable) until they are relieved of duty.

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.

V. 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 equivalent to the dinner per diem, provided under the District's Administrative Code Section 2.604(d) for meal(s), after:

a. Normal Workday

Employee has worked four (4) consecutive hours or more of overtime on their normal workday but outside their normal working hours; or

b. Normal Day Off

Employee has worked four (4) consecutive hours or more of overtime on their normal day off.

If the overtime work described above is continued, an additional meal allowance shall be paid at intervals of four (4) hours, beginning after the first meal allowance became due.

Employees will be reimbursed at the dinner rate for each meal incurred during the work period, not to exceed the maximum reimbursement allowed per day. For the purposes of calculating this reimbursement, the day begins at 12:00 am and ends at 11:59 pm.

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 sixteen (16) hours advance notice has been given. Such notice must be given during the 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 under "Entitlement" above shall become applicable.

3. District Provided Meals

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

W. Meal and Rest Breaks

All employees shall be entitled to mid-morning and mid-afternoon rest periods of fifteen (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 break be used to shorten the length of an employee’s normal workday or extend the employee’s lunch period. Employees shall not receive additional pay for meal or rest breaks not taken during the day. Part-time employees working four (4) to six (6) hours shall be entitled to one (1) fifteen (15) minute rest period.

X. Types of Leave

1. Paid Time Off (PTO)

All District employees shall be eligible to use an accumulation of PTO as accrued. Accrual begins immediately upon hire.

a. Accrual Rates

Employees of the District shall accrue PTO hours at the following rates:

From	Hours Earned Per Pay Period	Approximate Hours Earned Per Year
Years 0-4	6.77	176
Years 5-7	8.31	216
Year 8	8.61	223
Year 9	8.69	225
Year 10	9.08	236
Years 11+	9.85	256

b. Maximum Accruals

All PTO in excess of 675 hours remaining as of the first pay period ending on or immediately before November 1 of each year shall be paid in full. The employee may opt to have this paid into their voluntary deferred compensation account 457 Plan, subject to annual limits.

c. Employees may request a cash-out of PTO. The maximum amount of hours that an employee can cash out is limited to (a) up to eighty (80) hours and (b) their remaining PTO balance must be at least 480 hours after the cash-out request is paid. This shall be subject to the approval of the General Manager or designee.

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2. Separation, Retirement, Termination, Reduction in Force, or Death

At separation, an employee shall be paid in full (at their current rate of pay) for accrued but unused PTO. In the event an active employee dies, the District will pay the monetary value of their accrued PTO to the persons entitled to receive said employee's death benefits or in the absence thereof to the employee's estate.

3. Emergency Cash-out Accrued PTO

A request for emergency cash-out of accrued PTO which will place the employee below 480 PTO hours should be submitted to the Director of Human Resources. 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 Human Resources will review the request, verify the number of accrued PTO 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 Human Resources 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 Human Resources, 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.

4. Absent Without Pay

PTO shall accrue on a pro-rated basis calculated based on actual hours worked during a period in where an employee has an absence without pay.

Approval

PTO use shall be taken with the approval of their supervisor at such times as will not impair the work schedule or efficiency of the department.

5. Compensatory Time off

An employee's total accrued compensatory time off hours may not exceed eighty (80) hours.

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6. Bereavement

In the event of a death of a member of a regular or probationary status employee’s family, the following benefit will apply based on the relationship to the employee:

Immediate Family	Extended Family
Relationships: Spouse, child, stepchild, parent, or persons who stood in loco parentis*, stepparent, brother, sister, grandparent, great grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or domestic partner	Relationships: Aunt, uncle, brother/sister-in-law, grandparent-in-law, niece, or nephew

*Loco parentis means a person who is responsible for day-to-day responsibilities to care for and financially support a child (under 18 years of age) or, in the case of an employee, who had such responsibility for the employee when the employee was a child.

- Four (4) days per occurrence for the death of an immediate family member if traveling less than 500 miles.
- Five (5) days per occurrence for the death of an immediate family member if traveling 500 miles or more.
- One (1) day per occurrence for the death of an extended family member if traveling less than 500 miles.
- Two (2) days per occurrence for the death of an extended family member if traveling 500 miles or more.

Days are calculated based on the employee’s regular work schedule, and bereavement leave may be taken in partial-day increments.

Only the General Manager or designee may authorize the use of Bereavement Leave for relationships other than those specified.

Allowable hours must be used within three (3) months of the occurrence.

7. Meritorious Leave

Upon approval by the department head and the General Manager or designee, an employee with a minimum of five (5) years of service may be granted a leave of absence for a maximum period of one (1) 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

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return to work on or before the day specified for their return as a condition for approval of such leave they will be considered as on a non-approved leave and shall be subject to discharge by the District.

8. Pregnancy Disability Leave

The District and Union agree to conform to federal requirements for pregnancy disability leave as described in the District's current Family and Medical Leave Policy.

9. 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 and Medical Leave Policy.

10. Work-Related Disability Leave

Employees with District work-related injuries or illnesses, as evidenced by acceptance of their claim by and receipt of payments from the District's workers' compensation insurance carrier, shall be paid the difference between their regular pay and the amount of such workers' compensation insurance payments by the District. Such District payments may not exceed ninety (90) cumulative days in any 12-month period for any single injury or illness. Employees will not receive overtime pay for workers' compensation appointments that extend beyond their normal work hours. Such payments by the District shall continue until such employee returns to work or qualifies through the expiration of the 3-month elimination period associated with the District's Long-Term Disability Program, whichever occurs first. In the event such 3-month elimination period for the District's Long Term Disability Program expires and the employee is still unable to return to work, such payments by the District shall cease and the employee shall begin receiving benefits under the District's Long-Term Disability Insurance Program. During the time an employee is not receiving a District payroll check, contributions to PERS and EMWD 401(a) program will cease until employee is back on the District's payroll. The payments made by the District under this Section shall be in addition to all other PTO leave benefits provided by the District. Accordingly, such payments hereunder shall not be charged against employee's PTO balance. There shall be no accrual of PTO credit during the time such employee is receiving leave benefits under this Section or recurring benefits under the District's Long-Term Disability Insurance Program. The net amount of the leave payments which the employee will receive from the District pursuant to this Section shall be the employee's regular salary less: (1) the amount of workers' compensation insurance payment received; (2) mandatory payroll deduction including Federal and State withholding tax, CalPERS contributions; and (3) payroll deductions which the employee has previously authorized in writing.

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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, they shall be placed on Long-Term Disability Leave. While on Long-Term Disability Leave such employee shall not earn PTO 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 CalPERS and 401(a) program will cease until employee is back in a paid status. At the conclusion of a Work-Related Disability Leave, which has not exceeded twelve (12) months in duration, an employee shall return to the duties of the position within the classification to which the employee was assigned providing their attending physician verifies the employee is fully able to resume all the responsibilities and duties of the position and such position exists. If, at the conclusion of twelve (12) months from the first day of injury or illness, the employee is still unable to resume the duties of their position, the District may consider their position vacated and take the necessary steps to fill it.

When and if an employee on Work-related Disability Leave is thereafter (after twelve (12) months) able to resume the duties of their position, as verified by their attending physician's certification, they will be considered for the first vacancy in the classification of their previous assignment or for any position for which the employee is qualified. Their reassignment to duty shall take preference over all other applicants for employment for the position for which the employee is qualified, except those laid off for lack of work or funds.

11. Non-Work-Related Health Leave

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 as described in the District's Attendance Policy.

Regular status and Probationary status (after two (2) months of continuous employment) Full-Time and Part-Time (thirty (30) or more hours a week) employees who become disabled as a result of a non-work-related injury or illness, including pregnancy, childbirth or related medical conditions, may use their available compensatory time off, PTO, or floating holidays during the three (3) month elimination period associated with the District's Long-Term Disability Program.

Two (2) Month Disability – Once an employee has been disabled and off work for sixty (60) days, Human Resources in conjunction with the employee, and the treating physician, prepares the long-term disability insurance application forms. A form is completed by HR, the employee, and the treating physician. The District's long-term disability insurance provider determines if the employee qualifies for benefits.

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Three (3) Month Disability or Longer – In the event the injury/illness results in the employee being disabled for ninety (90) days or more, they are then qualified for the District's long-term disability insurance benefits. Employees may qualify for long-term disability insurance benefits regardless of whether the injury/illness is work or non-work related. In the event the injury/illness is determined to be work related, long-term disability benefits are coordinated with worker's compensation benefits. If an employee qualifies for long-term disability insurance benefits, they receive 2/3 of their salary for the period of time they continue to be disabled as provided by policy. Once an employee qualifies and begins receiving long-term disability benefits, Human Resources Department if work related, will contact the employee on a monthly basis to check the status of the disability. Should Human Resources receive information from any source that the status of a disability may have changed, the District's insurance provider will be contacted to investigate the information and if necessary, the employee's disability will be evaluated by a physician designated by the District.

Any time an injury or illness requires an employee to be absent from work for more than three (3) consecutive work days, an "off work" order from a recognized physician containing the duration of the absence must be provided to the immediate supervisor in order for the employee to continue to be eligible to use PTO accruals. The supervisor is responsible to deliver the original "off work" order to the Human Resources Department the day it is received.

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, they shall be placed on a Health Leave. Before being placed on Health Leave, however, employees may choose to use their floating holidays and PTO, 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 PTO 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. Except for an employee on pregnancy disability leave, once an employee has exhausted all PTO as the result of a non-work related disability, the District invoices the employee directly for health, dental, life insurance, and vision premiums. If premiums are not paid by the employee, insurance coverage for the employee is terminated. Once the District's disability insurance provider has determined that this is a disability, premiums will be waived.

Contributions to CalPERS and the 401(a) contributions will cease until employee is back on the District's payroll. At the conclusion of a Health Leave, which has not exceeded six (6) months in duration, an employee shall return to the duties of the position within the classification to which the employee was assigned

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providing their attending physician verifies the employee 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 their position, the District may consider their 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 their position, as verified by their attending physician's certification, the employee will be considered for the first vacancy in the classification of their previous assignment or for any position for which the employee is qualified. The employee's reassignment to duty will take preference over all other applicants for employment for the position for which the employee is qualified except those laid off for lack of work or funds or those seeking to return from Work Related Disability Leave.

In situations where employee will be close to exhausting all available protected leave due to concurrent use with Worker's Compensation, they may have a consultation with the Union and the Director of Human Resources.

12. Personal Leaves

Approved leaves of absence without pay will be considered only when all PTO accruals have been exhausted. This does not apply to family care and medical leave or other legally protected leaves. Such leaves of absence shall be termed as Personal Leaves. Requests for such Personal Leaves, no greater than thirty (30) calendar days, shall be submitted to the employee's supervisor. Approval or disapproval will be at the discretion of the supervisor. Leaves greater than thirty (30) days are subject to "Meritorious Leave."

Employees on Personal Leave shall not earn PTO credit or be entitled to pay for holidays or Board-granted days off. Unpaid personal leaves taken for a period of more than two consecutive weeks will result in all employee benefits being suspended until the employee returns to a paid status or continued at the employee's expense as provided in the Voluntary Time Off with No Pay Policy.

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

13. Business Manager Leave of Absence

The IBEW Local 1436 Business Manager and or designees shall be allowed to take time off, in hourly increments, to conduct Union business offsite and may not exceed an aggregate total of three hundred sixty (360) hours annually for this purpose. The Union shall reimburse to the District the straight time salary rate times 1.5 (to cover a portion of applicable benefits costs) for the IBEW Local 1436 Business Manager under this Article. The provisions of this Article shall not apply to such time taken off pursuant to provision of state law or under other provisions of the MOU.

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Permission for time off must be arranged at least twenty-four (24) hours in advance, however, time off may be granted without this advance notice under circumstances which could not be anticipated, subject to the approval of the General Manager and/or designee.

Payment shall be made to the District quarterly. The failure of the District to receive reimbursement as stated above, within forty-five (45) days of the quarterly due date, shall result in immediate cessation of the District's obligations under this Article.

Y. Holidays

1. Approved Holidays

a) Regular Holidays

Shall be as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr. Day
Third Monday in February	President's Day
	Easter*
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	Three 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.

*Easter holiday is only applicable to employees who work, as part of their regular schedule, on Easter.

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 Half Day Holiday

District offices will close at noon on Christmas Eve every year. In order to be eligible for the half day off, an employee must work (reporting to work as

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scheduled and no type of leave used) 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).

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

Employees who are required to work the full day on Christmas Eve will receive half of their normal workday PTO credit as straight time.

2. Eligibility

Every employee who is employed in a regular Full-Time Position shall be paid for every authorized Holiday. Part-Time Regular Employees, working less than twenty (20) hours per week, shall not receive pay for Holidays. Holiday pay for Part-Time Regular Employees working twenty (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. During PTO Use

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

4. As Working Days

Whenever an employee is required, due to the nature of their position specification, to work on an approved Holiday, the employee shall be paid at one and a half (1 ½) times their regular rate of pay. If the employee is required to work on a day the District is closed for business and observing the holiday, the employee shall be paid at a rate of two and a half (2 ½) times their regular rate of pay. The applicable rates shall be applied to the hours worked on the actual day.

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Example of Shift beginning at 9pm on actual holiday and ends at 6am on the observed day:

Sunday	Monday
Christmas Day	Closed in Observance of Christmas Day
1.5 x regular rate/hours worked	2.5 x regular rate/hours worked
9pm-Midnight	Midnight to 6am

5. As Scheduled Day Off

Whenever an approved regular or special Holiday falls on an employee's regularly scheduled day off, the employee shall be credited PTO time based on the employee's normal work schedule (i.e. 5 days = 8 hours, 9/80's = 9 hours, or 4/10's =10 hours). NOTE: If an employee works overtime on the Holiday, the employee shall be paid for overtime hours worked and will have the Holiday hours credited to their PTO time.

6. Floating Holidays

A maximum of three (3) 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 twelve (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. Floating holidays may be used at any time throughout the year with supervisor approval, however they will be designated in recognition of the following holidays:

- 1 – Cesar Chavez Day
- 1 – Juneteenth
- 1 – Indigenous People's (Columbus) Day

Employees hired after January 1, 2024, will be given the following floating holiday allotment based on hire date:

- If hired between January – April, allotted three (3) floating holidays on the first day of employment.
- If hired between May – August, allotted two (2) floating holidays on the first day of employment.
- If hired between September – December, allotted one (1) floating holiday on the first day of employment.

Employees may only carry an accrual of four (4) floating holidays at any given time. Any time an employee is unable to accrue additional floating holidays because of the maximum, the excess floating holiday hours will be converted to

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its eight (8) hour (or amount equivalent to one (1) workday, depending on employee's normal work schedule) cash equivalent and applied to the Voluntary Time Bank Program. For example, if an employee has three (3) floating holiday remaining at the end of the payroll calendar year, the employee shall accrue one (1) floating holiday, while the second floating holiday shall be converted to its cash equivalent based on the employee's hourly wage times the number of hours in one (1) of the employee's regular workdays 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 three (3) months of continuous service. 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 four (4) floating holidays may be used during the payroll year.

Z. Records

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

AA. Jury Duty and Court Appearances

Any employee (excluding, student workers, or temporary employees) who has been summoned for attendance to any Court for jury duty during their normal working hours shall be deemed to be on duty and there shall be no loss of salary. Employees must notify their supervisor and Payroll by completing the Jury Duty Funding form as soon as they receive their jury summons. An employee who is temporarily free from jury duty for a period long enough to permit them to perform their District duties for four (4) or more consecutive hours during any day or days during their term of jury duty must perform such District duties in order to retain eligibility for receiving their full salary during said period of jury duty. In determining if employees are able to work four (4) 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 their District employment shall be deemed to be on duty and there shall be no loss of salary. 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 their working hours after 6:00 p.m., but before 6:00 a.m., and serves more than four (4) hours of jury duty between 10:00 a.m. to 5:30 p.m., they shall receive no less than eight (8) hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a half (1/2) hour travel time home and a half (1/2) hour travel time to return to work (a total of one (1) hour travel time). Should said required rest period overlap the employee's normal shift time, the employee will receive Administrative

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Leave for those hours during the required rest period, which overlap the employee's normal scheduled work shift.

BB. Salary Policies

1. 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 under "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.

Emergency paycheck advances, subject to certain limitations, may be authorized on an exception basis by the General Manager or designee. Advances require at least a six (6) day processing time, are limited to 90% of net pay, and to no more than one (1) advance per employee per payroll calendar year.

2. Separation

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

Employees who separate shall be entitled to receive the compensation then due to them unless employee has expressly requested in writing deductions to be made in addition to those required under this MOU or state and federal laws. All District funds and property in their possession or control must be returned and properly accounted for or has been lawfully relieved of the obligation.

3. 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. An out-of-class appointment shall not exceed a total of 960 hours in each fiscal year, pursuant to Government Code § 20480.

For purposes of this section, "out-of-class appointment" means an appointment of an employee to an upgraded position or higher classification in a vacant position for a limited duration.

For purposes of this section, "vacant position" refers to a position that is vacant during recruitment for a permanent appointment.

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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 thirty (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.
 - f) Assignments shall terminate not later than official announcement of an appointment to the higher-level position or twelve (12) months from the date of the original assignment.
 - g) 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.
4. 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 thirty (30) calendar days of the paycheck or remittance advice being issued. If a concern has not been raised with the Finance Department (Payroll) within thirty (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.

CC. Position Abandonment

An employee who fails to report to work without providing proper notification for three (3) consecutive workdays will be considered to have voluntarily terminated their

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

DD. Work Schedules

If implementation of new schedules in any department or work group is determined by the General Manager to have been a major factor leading to increased labor costs or reduced customer service, the District has the right to return staff to their prior work schedules with thirty (30) calendar days' notice to the Union and affected staff. The Union expressly waives its right to meet and confer on the issue of staff returning to prior schedules in cases where the General Manager makes a written finding that labor costs have increased, or customer service levels have been reduced in a measurable way and the work schedule is a major factor contributing to such an outcome. Union reserves the right to file a grievance in response to the written finding by the General Manager.

The parties agree that office staff will generally be assigned to a 9/80 work schedule, Monday – Thursday 7:30 a.m. to 5:30 p.m. and Friday 8:00 a.m. to 5:00 p.m. with every other Friday off. Lunch will be from 12:00 p.m. to 1:00 p.m., unless otherwise approved by the employee's department head.

To minimize the disruption that can occur when too many employees are unavailable for work at the same time, core work hours for all office employees are generally 8:00 a.m. to 5:00 p.m. Only department heads or the General Manager may authorize an employee schedule that is not consistent with these core hours.

Management retains the right to implement special or different work schedules where warranted following required meet and confer sessions with the Union. Management also has the authority to approve or deny employee requests to modify the working hours for an employee based on the needs of the department to meet the mission of the District.

EE. 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. Whenever practical, supervision will make every effort to provide employees affected with a minimum of seven (7) calendar days advance notice, but no less than ninety-six (96) hours advance notice, stating the start and end dates of the schedule change. Employees shall not be subject to this provision more than a total number of fourteen (14) days worked under a temporary work schedule in a three (3) month period. At the end of each assignment resulting in a schedule change, the required rest period guidelines will apply as noted under "Required Rest Period" provided in this MOU.

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FF. Safety Shoe Allowance

Regulations under the California Division of Occupational Safety and Health and Federal OSHA, periodically amended, require that employees exposed to foot hazards must wear American National Standards Institute (ANSI) approved protective footwear.

Beginning January 1, 2024, employees required by OSHA requirements will be reimbursed at the maximum amount and frequency defined below:

- Departments eligible for reimbursement one (1) time per calendar year - \$275 per year.
- Departments eligible for reimbursement one (1) time every other year - \$275 per purchase.
- Departments eligible for reimbursement twice per calendar year - \$275 per purchase.

The Safety Shoe Allowance will be adjusted annually based on the actual percentage noted in Section III. Salaries.

Reimbursement will be made upon submittal to Safety, Risk and Emergency Management Department of the following:

- A. Receipt showing proof of purchase.
- B. Manufacturer's statement verifying the purchase of a "support shoe" with a non-slip sole. All shoes reimbursed under this section must provide six (6) inches of ankle support.

As a condition of employment, employees 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 (1) 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 the approved amounts above. Reimbursement will be made upon submittal to Safety, Risk and Emergency Management Department of a receipt showing proof of purchase of an appropriate safety shoe.

GG. Continuing Discussions

The District and Union agree to continue discussions regarding development and implementation of Fatigue Awareness Safety Policy and Training.

HH. 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

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for up to one hundred twenty (120) calendar days within any twelve (12) month period from the first day of light duty assignment. Employees who suffer a subsequent injury or illness are not eligible for continued light duty assignments if they have exhausted the one hundred twenty (120) calendar days of light duty within any twelve (12) month period or the injury or illness limits their ability to perform their assigned light duty. However, at the sole discretion of the General Manager, light duty may be extended to one hundred eighty (180) days.

VI. **Rules and Regulations Covering Employer - Employee Relations**

A. Union Paid Release Time

Release time for Union Representation shall include:

1. Meet and Confer/Consult - Designated Union representatives for the purpose of meeting and conferring or meeting and consulting with District representatives on matters within the scope of representation.
2. Negotiations- A number of representatives as agreed upon by the Union and Management, for the purpose of meeting and conferring on a successor MOU, or MOU-related items.
3. District Committees- A number agreed to by the Union and management, when serving as a designated representative to the Union (e.g., Safety Committee).
4. Grievances/Disciplinary Actions/Investigations- A designated Union representative representing an employee in a meeting with District representatives relative to an employee grievance.
5. Representation- A designated Union representative for the purpose of representing an employee at formal meetings with District management personnel.

Testifying or appearing as the designated representative of the exclusive representative in hearings, or other proceedings before the Public Employment Relations Board.

6. Release Time- Union representatives shall notify their supervisor of the intent to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours with the exception of emergency situations. Union must log the time on their timecard entries when they leave their work assignments and the time they return to work. Union will provide the District a list of all officers and representatives annually.

Certain circumstances may warrant a different level of representation, for release time noted above, and will not be unreasonably denied.

Two (2) codes will be available via the District's time keeping system. The use of the code "Union Representation" shall be used for matters listed above 1-5. Release time associated with Union business matters and not representation, shall be coded as "Union Business" and the Union shall reimburse to the District the straight time salary rate times 1.5 (to cover a portion of applicable benefits costs). Payment shall be made to the District

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quarterly. If the Union fails to provide reimbursement for time coded as "Union Business" as stated above within forty-five (45) days of the quarterly due date, the District shall suspend the approval of the release of employees under matter #6 listed above, consistent with the obligations provided by state labor law. The District will resume this release practice as provided in this Article once the Union resolves any outstanding reimbursement. Union representatives may work with their supervisors to make up time and would be contingent on supervisor's approval and operational needs of the department.

A total of twenty-five (25) aggregate work hours in any one (1) month shall be available for authorized Union leave for purposes of serving on the Executive Board or other Union business. All additional Union Business release time shall be reimbursed to the District.

A report of hours coded under this section will be provided to the Union on a monthly basis.

B. Employer-Employee Relations Resolution

Pursuant to the Eastern Municipal Water District Employer-Employee Relations Resolution of District's Board of Directors, as amended, shall govern District's (as employer) relationship with Union (employee organization) and its employees represented by Union. Copies of said Resolution are available and posted on the District's Intranet. Among the Rules set forth in said documents, which are of particular interest for purposes of this MOU, are the following:

1. 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. Union paid release time is defined within this MOU.

2. Rule 4 - Access to Work Locations

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

3. 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.

4. Rule 6 - Use of Bulletin Boards

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

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5. 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.

6. 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.

7. Rule 10 - Employee Grievance Procedures

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

a. 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 covered by the Exclusions contained herein, an earnest effort shall be made by all parties to settle such difference at the earliest practicable time.

b. 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.

c. Waiver of Time Limits

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

d. 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.

e. 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

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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.

f. 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.

g. 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 in Section 7 Conditions of Employment. 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.

h. Steps in the Grievance Procedure

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

1. The grievant, within thirty (30) days after having knowledge of a potential grievable incident, shall notify, in writing, their immediate supervisor or department head. The supervisor or department head will render a written decision to the grievant within three (3) working days following the initial notification. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.
2. If no agreement is reached between the grievant and their supervisor or department head, the complaint shall be submitted in writing by the grievant to their respective Deputy General Manager or Assistant General Manager within five (5) working days of the supervisor or department head's decision. The Deputy General Manager or Assistant General Manager shall submit a written response within ten (10) 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

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General Manager or an available Assistant General Manager to hear the employee's grievance.

3. If no agreement is reached between the grievant and their respective 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 (5) working days of the Deputy General Manager's or Assistant General Manager's decision. The Grievance Committee shall consist of two (2) employees appointed by the IBEW Local 1436 Board and two (2) 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 this stage.
4. Within fifteen (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.

5. Within ten (10) 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. The General Manager or designee may, if so determined, 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 thirty (30) working days, then the majority recommendation submitted by the Committee shall be deemed final.

C. Agency Shop Agreement

1. Union Dues

The District shall, during the term of this MOU, deduct monies for Union membership dues on a bi-monthly basis from employees represented by the Union. Such fees will be based on information provided by the Union to the District, per the terms of the Dues Deduction and Authorization Agreement maintained by the Union.

Pursuant to applicable statutory law, the Union certifies “that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.”

Pursuant to applicable statutory law, all employee requests to cancel or change deductions for the Union shall be directed to the Union. The District shall rely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed. Deductions may only be revoked pursuant to the terms of the employee’s written authorization. The Union shall indemnify the District for any claims made by an employee for deductions made by the District in reliance of this information (See Section 3 below).

2. Sufficient Employee Earnings for Deduction

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 no-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 no-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.

3. 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 Union dues 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 Union dues obligation, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

VII. Conditions of Employment

Appointments, promotions, demotions, transfers, and discharges shall be made on the basis of merit and ability. Each department head shall appoint all necessary employees allowed for their department, subject to approval of the General Manager or designee. It is the policy of the District to appoint the best-qualified applicant for each position without regard to race, religious background, color, national origin, ancestry, disability (including HIV and AIDS), medical condition (including cancer), or marital status, veteran status, political affiliation, genetic code, worker's compensation record, pregnancy, sexual orientation, gender, or age (40+). The General Manager or designee shall establish selection procedures, which shall ensure the employment of the best-qualified applicants, including such factors as job related education, experience, skills, and knowledge.

A. Employment of Relatives

It is the policy of the District to prohibit the appointment or continued employment of individuals under the direct or indirect supervision of a relative. Relatives are defined as spouse, domestic partner, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, foster child, ward of the court, or any step relations. This is further detailed in the District's Administrative Code and is by this reference made a part of this MOU.

Willful violation may be cause for disciplinary action and loss of pay for any participating employee or supervisor.

Relatives should not work under the same immediate supervisor nor in such close proximity that one relative checks or completes work or financial operations performed by another.

Relatives should not perform joint duties or share responsibility or authority.

If two (2) current employees become related and create a situation in which they perform joint duties, share responsibility or authority, report to the same immediate supervisor, or supervise each other, then every attempt will be made to offer a transfer to another department or job assignment at the District's discretion.

Willful violation may be cause for disciplinary action and loss of pay for any participating employee or supervisor.

B. Employment Vacancies

It is the policy of the District to first consider qualified existing employees before considering the employment of new employees to fill position vacancies.

C. Employee Records

Records of employees maintained by the Human Resources Department are confidential and shall not be open to public inspection. They may be examined by:

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1. District Officials Access

District officials having an interest therein, as a matter of official duty, and information there from may be released by the Human Resources Department at its discretion in accordance with usual and customary procedures and applicable requirements of law.

2. Employee or Employee's Representative Access

An employee, or an employee's representative, with written consent of the employee, may inspect the employee's personnel file, and information there from may be released by the Human Resources Department at its discretion in accordance with usual and customary procedures applicable to requirements of law.

D. Conditions of Employment

As conditions of employment, employees shall be required to:

1. Oath of Allegiance

Execute an Oath of Allegiance to the United States of America.

2. Driving Record

Furnish evidence of a valid driver's license meeting the specifications of the position for which such prospective employee is being considered. In addition, such employee must provide proof of a satisfactory driving record as determined by the District's vehicle insurance provider.

3. Physical Examination During Employment

With just cause, an employee, upon request of their department head or the Director of Human Resources, and with prior approval of the General Manager or designee, shall undergo a physical examination at any time during employment upon the same conditions as the initial examination. Such subsequent examinations shall not be given routinely but only for reasons which, in the opinion of the General Manager or designee, shall justify the expense thereof to the District.

E. Performance Management

High performing employees are critical to the District's success. Without their help, the District cannot meet the needs and demands of its customers. Therefore, it is extremely important to cultivate this necessary asset and attempt to create an atmosphere that generates the greatest productivity for the District and satisfaction of high performing employees to retain and motivate them. The District's way of accomplishing this is through the Performance Development and Feedback Program.

1. Performance Management Objectives

The Performance Development and Feedback Program is not a once-a-year event. It is a continuous process, and it requires the equal efforts of employees and supervisors to affect a system that:

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- a) Provides accurate feedback on past job performance;
- b) Offers employees specific recommendations on how to improve their job performance;
- c) Enhances work relationships through meaningful communication;
- d) Accurately documents employee job performance; and
- e) Gives employees the opportunity to discuss their objective/standards throughout the year.

2. Frequency of Performance Appraisals/ Performance Plan Year

Performance appraisals for all employees who have completed their initial probationary period will be done annually during the period of January to March of each respective year.

Newly hired employees serving an initial probationary period will have their job performance evaluated at three (3), six (6), and twelve (12) months following their hire date as scheduled by the Human Resources Department (some classifications have a fifteen (15) month probation). The annual appraisal will be held prior to completion of 2080 hours of Regular employment and prior to the employee being released from probation. Upon successful completion of an Initial Probation Period, an employee will become eligible for merit step(s). Regular employees will normally be evaluated at least once during their annual appraisal period. Annual appraisals are based on the date an employee first assumed the duties and responsibilities of their classification. Upon completion of the initial twelve (12) months, the employees' performance evaluation will be transitioned to the focal point appraisal period.

Supervisors are required to hold mid-year meetings with regular employees to review progress on SMART goals, individual development plans, performance standards and expectations. Such meetings are intended to be ongoing discussions between employees and supervisors about key job elements needed for successful job-related performance. If an employee has completed less than four (4) consecutive months of on-the-job employment in any annual review period, a performance appraisal indicating "no action" will be filed and no performance ratings will be required. A note that there has not been sufficient opportunity to observe work performance during the review period may be listed in the comment sections of the review.

Criteria for supervisors, managers, and executive management shall be established by the General Manager.

Employees at control point, who met or exceeded expectations in their most recent performance evaluation, may defer their annual performance appraisal for a period of one (1) year if the following conditions are met:

- Employee initiates request to defer evaluation; and

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- Supervisor approves employee's request.

3. Eligibility for Merit Increases

Probationary employees are eligible for merit increases at or near the completion of their probationary period.

Performance appraisals for employees who have completed their initial probationary period by December 31st of the calendar year, will transition to focal point appraisals in April of the following year and be eligible for merit increases based on guidelines noted below.

Employees who have been promoted into different classifications or reclassified and are below the control point of their new range will be eligible for merit increases based on their overall performance rating at the next focal point. Employees receiving a performance rating below Meets Expectations will not be eligible for any merit increases.

Overall Performance Rating	Merit Increase*
Exceeds Expectations	Two (2) step increase
Meets Expectations	One (1) step increase
Does Not Meet Expectations	Not eligible

* Y-rated employees or those at the Control Point of their salary range are not eligible for merit increases.

4. Performance Appraisal Appeals Process

All employees are allowed at least forty-eight (48) hours to review and comment on their performance appraisal before it is to be finalized. At this point, the employee may have Union representation throughout the appeals process at their discretion.

- The first step in the appeals process is the employee's opportunity to discuss any objections to the draft appraisal with the evaluator. This initial appeal occurs during the formal appraisal meeting. It is the employee's responsibility to provide information to the evaluator justifying any changes to the draft appraisal being sought.
- The second step in the appeals process is for the employee to note in the comments section of the appraisal form any discrepancies the employee finds with the final appraisal. NOTE: If the employee fails to request an appeal within fifteen (15) calendar days of being given an opportunity to electronically sign the appraisal, further appeals will not be granted.
- The third step in the appeals process is limited to employees below the level of department head. An employee may submit an appeals request (with all back-up material attached) to their department head with a copy to the Director of Human

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Resources or designee. The department head will have ten (10) calendar days to review and investigate an appeal and prepare a written finding. The department head may authorize any changes to the appraisal deemed warranted.

The employee may immediately proceed to the fourth step in the appeals process if the department head is the employee's immediate supervisor, if the department head does not make a finding within ten (10) calendar days of receipt, or if the appeal is not resolved by the department head to the employee's satisfaction.

- The fourth and final step in the appeals process is for the employee to submit a copy of the appeal and related back-up material to their respective Deputy General Manager, or Assistant General Manager. If the employee's department reports directly to the executive branch, the appeal is to be submitted to the General Manager or designee. The Deputy General Manager, or Assistant General Manager, must render a decision within ten (10) working days. This decision will be jointly reviewed by the Director of Human Resources and in consultation with the Union President. The Director of Human Resources and Union President will determine if the decision rendered is consistent with the District's policy or if it needs to be forwarded to the Deputy General Manager or designee for review, otherwise the General Manager, Deputy General Manager, or Assistant General Manager's decision will be considered final. Additionally, the Union President reserves the right to bring forward up to five (5) performance appraisal appeals to the Deputy General Manager each fiscal year. The Deputy General Manager will inform or consult with the General Manager of such appeals. If no written decision is received by the Human Resources Department within ten (10) working days, the appraisal will be referred to the Deputy General Manager or designee for direction.

F. Continuing Discussions

The District and Union agree to continue discussions regarding the Safety Component of the Performance Appraisal Process.

G. Uniforms and Grooming

Employees shall be identified in a manner and form prescribed by the General Manager or designee. Field personnel designated by the General Manager or designee shall be furnished uniforms, at the expense of the District, which identify them as employees of Eastern Municipal Water District. District furnished uniforms are to be worn only during an employee's District related working hours; such uniforms are not to be worn while engaging in any non-District related activities. Hair is to be maintained in a neat and safe manner, in a style which will permit the safe use of hard hats as necessary. Also, if an employee's duties might require their presence in the proximity of rotating or reciprocating moving parts of machinery, hair shall be cut or safely controlled to avoid the possibility of it becoming tangled in such equipment. Employees with beards who are required to wear respirators in the course of performing their duties may be required

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to shave off the beard to assure that the respirator will fit properly and provide a tight seal; may be referenced in the Uniform Policy.

H. Firearms

Employees are expressly forbidden, for any reason, from carrying firearms of any kind on their person or in their vehicles, whether District-owned or private, while traveling on District business or on the District premises, without the express written approval of the General Manager or designee, and then only during an emergency situation. Employees hired as District Security Guards may be authorized to carry firearms upon the written approval of the General Manager or designee.

I. Voluntary Service Organizations

Employees belonging to voluntary service organizations such as the Sheriff's Posse, Volunteer Firemen, Search and Rescue Squad, Red Cross, etc., may use PTO, floating holidays, or Leave of Absence Without Pay, when they are performing duties provided by such voluntary services and shall obtain the approval of their supervisor or department head prior to leaving their District responsibilities.

J. Tobacco Product Use Policy

The health and rights of all Eastern Municipal Water District employees and the public are to be protected from unhealthful conditions.

For the purpose of this policy "tobacco product use" includes any use of any tobacco product such as cigarette, cigar, chewing tobacco, pipe, electronic nicotine delivery system (i.e. e-cigarettes), vapor products (a.k.a. vaping) or related devices.

1. Tobacco Product, E-Cigarettes, and Vapor Products Use Prohibitions

Tobacco product use is prohibited in all District owned or leased buildings and vehicles including but not limited to:

- Where "No Smoking" signs are posted
- Public Hearing Rooms and Chambers
- Restroom
- Public lobbies/hallways
- Conference rooms
- Common walk areas
- Lunchrooms/Breakrooms
- Common work areas

2. Branch/Departmental Responsibilities

Each department director and their respective Assistant General Manager or Deputy General Manager is responsible for enforcing the above tobacco product use prohibitions and restrictions for areas within their jurisdiction. Violation of this policy will be handled as any other violation of a District policy, rule or procedure in accordance with Employee Discipline section of this Memorandum of Understanding.

K. Working Hours and Overtime

1. Policy

It is the policy of the Eastern Municipal Water District that overtime work is discouraged; that each department head arrange the work of their department so Full-Time Regular Employees shall normally work not more than forty (40) hours per week; that overtime work be held to a minimum consistent with the efficient performance of necessary functions meeting emergencies and/or when temporarily using employees on an overtime basis can be shown to be more economical than employing additional personnel or contract assistance.

2. Work Period and Overtime Defined

The normal work period for each Full-Time Regular employee shall consist, for all computing purposes, of a basic forty (40) hour work week with Part-Time positions being prorated as fractions thereof. The General Manager or designee is authorized to establish longer or different work periods for the performance of specified functions or as applied to a particular employee or a group of employees, but all work performed in excess of each employee's normally scheduled daily shift of eight (8), nine (9), or ten (10) hours, or more than forty (40) hours in a seven (7) day workweek shall be overtime work. Work shall be reported in increments of not less than one quarter (1/4) hour.

3. Overtime Compensation

Hours worked in excess of twelve (12) hours in a daily shift will be paid at two (2) times the employee's regular rate of pay (double-time rate).

Hours worked in excess of the employee's daily shift of eight (8), nine (9), or ten (10) hours, or more than forty (4) hours in a seven-day work period (not including hours paid at the double-time rate), shall be paid at one and one-half (1 ½) times the employee's regular rate of pay (overtime rate).

Non-exempt employees may choose to receive compensatory time off calculated on the same basis as paid overtime in lieu of paid overtime as long as the employees total accrued compensatory time off hours do not exceed eighty (80) hours. 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.

4. Authorization for Overtime Work

All overtime work must be authorized in advance by the General Manager, Deputy General Manager or Assistant General Manager, the involved employee's department head, or such department head's designee. Each department head shall be required to keep a record of actual hours of overtime worked by their employees, with justification for each instance.

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5. Reporting Overtime

Total hours of recorded overtime worked for each pay period for each employee shall be reported on timecards or time sheets. All overtime worked should be reported as the actual hours worked, and the Finance Department will make all required time-and-one-half calculations.

6. Compensation

Compensation for overtime shall be as specified under Definitions Section of this MOU for non-exempt employees.

7. Fringe Benefits Not Affected by Overtime

Overtime work shall not be a basis for increasing PTO, nor shall it be a basis for advancing completion of required periods for probation or salary step adjustment.

L. Release From Work Because of Weather Conditions

Any scheduled employees who report to work and are subsequently released by management because of weather conditions or an emergency situation will be paid for the entire day. The decision to release employees under these circumstances must be made by the General Manager or designee.

Employees unable to report to work due to weather conditions must use their available accruals in order to be paid for the day. As with any other absence the employee must notify the District in accordance with department and District policy of their absence or they may not be paid.

M. Reduction in Force Policy and Procedure

1. Policy Statement

It is the policy of Eastern Municipal Water District that reductions in force (RIF) will be pursued only in the event economic conditions result in inadequate funding to support existing staffing levels or reduced workloads that make existing staffing levels excessive. Further, a RIF will not be pursued until other methods of reducing operating costs and distributing workloads have been given careful consideration by the District. It is recognized that pursuant to Section 7 of this Memorandum of Understanding (MOU) - Conditions Of Employment, the Board of Directors, through its duly authorized managerial employees has the unqualified right to impose a RIF. However, it will exercise that right in coordination and consultation with the Union. Further, the determination of the Branch, number, and classifications of positions to be impacted by a RIF is a management prerogative and is not subject to the Grievance Procedure.

2. Notification

Whenever the General Manager or designee believes that a RIF will be necessary a RIF plan will be developed and submitted to the Board of Directors for approval. The RIF plan shall include justification for the necessity of the anticipated RIF, the

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anticipated number of positions, classifications, and seniority list of employees. The Union affected shall be provided a copy of the RIF plan no less than thirty (30) days prior to the anticipated effective date of the RIF. Once the RIF plan is approved by the Board of Directors, affected employees shall be entitled to ten (10) working days written notification prior to the RIF. Written notification to affected employees shall contain the following:

- a. The employee's position is eliminated or the employee is being "bumped" due to exercise of seniority rights by another employee.
- b. The affected employee's right to request to be "bumped" into a position for which they are qualified pursuant to "Order of Reduction in Force."
- c. The affected employee's right to individually meet with a representative of the Human Resources/ (HR) Department to clarify "bumping" options.
- d. The affected employee has three working days from the date of their meeting with HRM in which to determine whether they chose to be separated or exercise their "bumping" rights.

3. Order of Reduction In Force

- a. The General Manager or designee will determine the Branch to be affected by a RIF.
- b. Before any RIF of regular employees occurs, all employees that have not completed their initial probationary period, temporary employees, and other individuals without regular status in affected classification/s within the affected Branch shall be separated.
- c. RIFs among regular employees shall be made on the basis of seniority determined by the employee's total length of regular District service. In the event a tie exists between two (2) or more employees having the same length of service, employee's birth dates will be used to distinguish seniority. Employees with the oldest birth date will be considered to have greater seniority.
- d. Employees in 'Assignment to Vacant Higher Positions' who have regular status in a lower classification shall be returned to their former classification where they will be subject to RIF under provisions applicable to other employees in that classification.
- e. Once it is determined that a RIF may be necessary and the Branch is identified, Human Resources Management will determine the total length of District service, in days, including hours of paid leave, and up to twelve (12) months of time off for worker's compensation, but excluding leave without pay that exceeds fourteen (14) consecutive calendar days, of each affected employee. A composite list of all affected employees will be prepared showing each affected employees' length of District service in days. From the composite list,

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Human Resources will develop a seniority list by length of District service and Branch. This list will be distributed to the General Manager, Deputy General Manager or Assistant General Manager of the work division affected, and the Union, pursuant to the time frames stipulated in Notification within this section.

- f. The Deputy General Manager or Assistant General Manager of the affected branch(es) will then identify the number of positions by classification, and those employees affected by the RIF will be notified. Those employees with the least length of District service in the identified classifications will receive notification.
- g. If a regular employee receiving notification that they will be affected by the RIF had regular status in an equivalent or lower level classification, and has greater seniority than others in the classification, return to the classification ("bumping") shall be approved. Affected employees may also bump into a lower classification, which is in the normal line of promotion for their classification if they have more District service than those employees (junior employees) holding the lower classification at that time. "Bumping" an incumbent employee in a lower class will only occur within the Branch of the affected RIF employee exercising their "bumping" rights. Additionally, any vacant position for which the RIF employee meets the minimum qualifications as stated in the job description shall be made available. The meaning of "Normal Line of Promotion" as used within this MOU, as amended shall be consistent with the "Normal Line of Promotion" chart maintained by the Human Resources Department. This chart identifies a single column of classifications, organized by Branch, which represents each position's normal line of promotion. Subject to the requirements of the meet and confer process, this chart will be amended from time to time to reflect classification and compensation adjustments.
- h. An employee who elects not to "bump" into any vacant position or filled position, thereby retaining their existing classification and position shall be separated.
- i. An employee being "bumped" will be provided the same "bumping" provisions stipulated in this section.
- j. Because the "bumping" process is a sequential operation, and due to other factors affecting the timing of a reduction in force, it is anticipated that notices of RIF may be furnished to affected employees at different times, however, time frames established in Notification section pertaining to affected employees will be met.
- k. All affected employees receiving a notice of an impending RIF or "bump down" will be scheduled for an individual meeting with Human Resources to review their options for "bumping." The affected employee will then have

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three (3) working days to notify Human Resources in writing whether the employee opts to be separated or to exercise "bumping" rights.

- l. Human Resources will provide the General Manager, the affected Deputy General Manager and/or Assistant General Manager(s), and the Union the names of those employees requesting to exercise their "bumping" rights.
- m. During the first two (2) years following separation as a result of a RIF, separated employees will be given priority consideration for recall prior to all other applicants or other employees without regular status. Regular employees separated, as the result of a RIF shall be recalled only for positions appropriate to their skills and/or for positions for which they meet the minimum requirements as stated in the job description. Recall of affected employees from the reinstatement list will be in reverse order of separation.
- n. Each affected employee will be responsible for keeping Human Resources advised of their current home address and phone number. Upon notification of recall by telephone or certified mail, the employee is required to respond in person or in writing within six (6) working days following notification of recall. Recalled employees will be required to report for work within thirty (30) calendar days following notification. Failure to comply with these requirements without appropriate explanation as to why requirements could not be met will result in the employee's name being removed from the reinstatement list.
- o. Human Resources will maintain a list of all separated employees and provide a copy to the Union.
- p. Prior to being reinstated, an affected employee will be required to submit to and pass a physical examination, including a drug screen and provide Human Resources with a copy of a current official driving record that meets the District's insurance providers standards for coverage. Results of the physical examination will be evaluated in terms of conditions that may have existed prior to the RIF and may not be automatically disqualifying.
- q. Reinstated employees will retain the seniority they had prior to being separated.
- r. Affected employees who have utilized tuition reimbursement, certification reimbursement, or scholarship funds in the previous twelve (12) months will not be required to return those funds to the District.

4. Outplacement Assistance

Each employee to be separated as a result of a RIF will be provided counseling and training in career development, resume preparation and job search techniques. Assistance will be provided in the form of "one-on-one" counseling, workbooks, and other resources that will aid separated employees in searching for other employment.

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N. Resignation

Employees are expected to give at least a two (2) week notice to their department head before the effective date of their resignation to allow time for a replacement to be hired and trained. Once submitted in writing, a resignation may not be withdrawn without the approval of the appropriate Deputy General Manager or Assistant General Manager.

O. Private Business Activities

While employed by the District, every employee shall devote assigned work time to District business and shall not engage in private activities for profit during working hours. Moreover, an employee shall not engage in private business activities outside assigned working hours that involve either of the following:

1. The performance of a task that may later be directly or indirectly related to the control, inspection, review, audit or enforcement by the employee or any other employee of the District; or
2. Employment with any organization that provides products or services to the District.

P. Ethics Policy for District Officers and Employees

1. Fair and Equal Treatment - Officers and employees in the performance of their official duties and responsibilities will neither harass any person nor discriminate against any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual orientation, medical condition or disability. No officer or employee shall grant any unfair or inappropriate consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances. [Age Discrimination in Employment Act of 1967; Americans with Disabilities Act of 1990; Fair Employment and Housing Act; Rehabilitation Act of 1973; Title VII of the Civil Rights Act of 1964; California Labor Code Section 1102.1; the District Equal Employment Opportunity Policy.]

The Ethics Policy for District Officers and Employees, as detailed in the District's Administrative Code, is by this reference made a part of this MOU.

2. Guiding Principles

The District operates around a series of guiding principles. The first and greatest concern of officers and employees must be to deliver value to our customers and the communities we serve by providing safe, reliable, economical, and environmentally sustainable water, wastewater and recycled water services. This cannot be achieved without adhering to the highest ethical standards. The District embraces excellence in all facets of its business based on Guiding Principles as noted in the current District Strategic Plan, available to all employees via the intranet page (PIPELINE).

3. Proper Use and Safeguarding of the District Property and Resources

Except where specifically authorized, no officer or employee shall knowingly use or permit the use of the District-owned vehicles, equipment, telephones, materials or property for personal convenience or profit. No officer or employee shall require a District employee to perform services for the personal convenience or profit of an officer or employee. Each officer and employee must protect and properly use any District asset within their control, including information recorded on paper or in electronic form. Using the District assets for personal profit is forbidden. Officers and employees shall safeguard the District's property, equipment, money, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Officers and employees are responsible for maintaining written records, including expense accounts, in sufficient detail to reflect accurately and completely all transactions and expenditures made on the District's behalf. Creating a document with misleading or false information is prohibited and may result in disciplinary action.

The use for personal gain of intellectual property of the District protected by copyright, work products of the District, used from outside consultants, or companies in which the District interacts with, trade secret, patent, or other intellectual property is prohibited.

4. Gifts

No officer, or employee, shall receive or agree to receive, directly or indirectly, any compensation, reward, or gift from any source except from their appointing authority or employer, for any action related to the conduct of the District's business, except as set forth below:

- a. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business. Nominal value will be determined based on the meal involved using the District's established guidelines for reimbursement contained in the Travel Policy and Procedure as a standard.
- b. Acceptance of transportation, lodging, meals or refreshment, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by non-governmental sources where the officer's or employee's participation on behalf of the District is the result of an invitation addressed to the employee in their official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, their official participation.

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- c. Purchase of articles or admissions at advantageous rates where such rates are offered to the District personnel as a class.
- d. Acceptance of unsolicited advertising or promotional material, such as pens, pencils, note pads, calendars, or other items of nominal value.
- e. Acceptance of incidental transportation from a private organization provided it is furnished in connection with the performance of the officers' or employees' official duties and is of a type customarily provided by the private organization.
- f. Acceptance of commendations, certificates or plaques for outstanding individual service or work on District projects.

In no event shall any officer or employee required to file an annual Statement of Economic Interests, accept gifts from any single source the cumulative value of which exceeds the current applicable gift limit under California law (California Code of Regulations, Section 18940.2).

A gift or gratuity, the receipt of which is prohibited under this section shall be returned to the donor within thirty (30) days. If return is not possible, the gift shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on the records of the District. When possible, the donor also shall be informed of this action [California Government Code Sections 89504, 89506; California Penal Code Section 70; Federal Hobbs Act (18 U.S.C. 1951).].

All items received in response to an action performed as part of normal duties of the District or its employees shall be returned regardless of value or if impractical, donated to the District's Union or charitable institution.

Officers and employees may accept items won in a raffle or contest at community and industry functions even while in an "official" status provided all persons present had an equal chance to participate and any funds required to enter the raffle or contest were provided by the individual.

Contracts with the District

Officers and employees are prohibited from offering inducements to a potential vendor, contractor, consultant, or other party to the exclusion of similar persons or firms, in hopes of obtaining reciprocal favors. The District policies pertaining to the procurement of goods, services, and contractors, as well as the hiring of personnel must be followed to ensure fairness to the participants. An officer or employee shall not exercise any decision-making power with respect to any transaction, contract, or sale to which the District is a party and in which the officer or employee (or a member of their immediate family) has a financial or personal interest. Proposed relationships with former Board members or District employees subject to Board approval must be evaluated carefully in advance of

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completing any agreement with such persons to ensure that no unfair advantage is given them and that the District interests are fully protected in such situations.

Use of Confidential Information

Confidential information must not be released to unauthorized persons unless the disclosure is approved by the General Manager, the Board of Directors, or Legal Counsel. Officers and employees are prohibited from using any confidential information for personal advantage or profit [*Ralph M. Brown (California Government Code Sections 54950 et seq.); California Government Code Section 1098;*].

The handling and disclosure of sensitive (e.g., personal identifying information, social security numbers, credit information, health records), security or private information, may only be used in activities relating to an employee's role within the District.

Soliciting Political Contributions

Officers and employees are prohibited from soliciting political funds or contributions at District facilities.

No officer or employee of the District shall accept, solicit, or direct a political contribution from any person or entity which has a financial interest in a contract or other matter while that contract or other matter is pending before the District and for three months after the District renders a final decision on that contract. This prohibition shall apply regardless of whether the solicitation is made for oneself or on behalf of a candidate or political committee.

No officer or employee of the District shall use the District's seal, trademark, stationary, or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law.

Training and Education

All officers and employees shall receive ethics training and training on appropriate District policies (i.e., gifts, retaliation, discrimination, harassment, etc.) during the first year of hire and refresher training every two (2) years thereafter.

Severability

If any section, subsection, subdivision, sentence, clause, or phrase of this policy is for any reason held to be unconstitutional or otherwise invalid, such invalidity shall not affect the validity of the entire Policy or any of the remaining portions thereof. The District hereby declares that it would have adopted this Policy, and each section, subsection, subdivision, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses or phrases are declared unconstitutional or otherwise invalid.

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Development of Policies and Procedures

The General Manager is hereby authorized to develop policies and procedures necessary to administer this Policy.

VIII. 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.

IX. 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:

- a. Federal and State income taxes;
- b. Employee contributions to CalPERS; and
- c. 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 available programs or benefits, as requested by employee. Programs such as, but not limited to, the following:

- a. Supplemental Group Life Insurance;
- b. Deferred Compensation;
- c. EMWD 401 (a) Program;
- d. IBEW Local 1436 dues, if any;
- e. Such other voluntary deductions as District's Board of Directors may approve and individual District employees subsequently authorize in writing.

X. 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

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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.

XI. 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.

XII. Effective Date and Term of this MOU¹

This MOU shall become effective as of January 1, 2024, and shall remain in full force and effect through December 31, 2026. This latter date shall thereafter, until otherwise changed, constitute the anniversary date of this MOU. Thereafter, this MOU will automatically be extended for one (1) 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 ninety (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.

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IN WITNESS WHEREOF the Parties have executed this MOU in duplicate.
EASTERN MUNICIPAL WATER DISTRICT

By Authorized Signature on File

Joe Mouawad
District Employee Relations Officer

ATTEST:

By Authorized Signature on File

Sheila Zelaya
Board Secretary

IBEW Local 1436 (Union)

By Authorized Signature on File

Robin Clayton
Business Manager/President