

EASTERN MUNICIPAL WATER DISTRICT APPROVED MOU AND POLICY CHANGES
Disposition Table
MOU
July 24, 2016 to December 31, 2019

The referenced MOU sections and policies below have been approved between the District and IBEW Local 1436. When revisions occur, they will be noted on this table.

<u>Approved Date</u>	<u>Section/Policy</u>	<u>Description</u>
August 11, 2016	Harassment Policy	<u>Per Side Letter Agreement dated August 11, 2016</u>
August 14, 2017	Section V.F.	<u>Per Side Letter Agreement dated August 14, 2017, Alternative Dental Plan</u>
November 1, 2017	Computing Policy	<u>Per Side Letter Agreement dated November 1, 2017, replacing the Network Access Policy and Mobile Device Policy</u>
November 2, 2017	Vehicle Use Policy	<u>Per Side Letter Agreement dated November 2, 2017</u>
February 15, 2018	Loss of License, Certification, or Qualifications Policy	<u>Per Side Letter Agreement dated February 15, 2018, replacing Failure to Maintain Minimum Qualifications Policy</u>
March 14, 2018	Section VII.F.4	<u>Per Side Letter Agreement dated March 14, 2018, Performance Pay Program Administration- Eligibility of Merit Increases at Focal Point</u>
October 3, 2018	Section I. & VI.	<u>Per Side Letter Agreement dated August 6, 2018, Agency Shop Agreement Revisions due to Janus v. American Federation of State, County, and Municipal Employees Decision</u>
December 18, 2018	Section V.Q.	<u>Per Side Letter Agreement dated December 17, 2018, On-Call</u>

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<u>Approved Date</u>	<u>Section/Policy</u>	<u>Description</u>
December 18, 2018	Section III. Section V.E.2 Section V.L Section V.Q.2 Section V.R.1, 2&3	<u>Per Side Letter Agreement dated December 17, 2018, CPI Index Change, Employee Benefit Programs and Deferred Comp Effective Dates, and Differential Pay Revisions</u>

MEMORANDUM OF UNDERSTANDING

Between



and the



July 24, 2016 – December 31, 2019

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MEMORANDUM OF UNDERSTANDING

I. Designation of Parties¹

This Memorandum of Understanding, hereinafter referred to as MOU, is entered into the 24th day of July 2016, by and between the Eastern Municipal Water District, hereinafter referred to as District, and the IBEW Local 1436, hereinafter referred to as Union, the only employee organization which has been formally recognized by District's Employee Relations Officer pursuant to the provisions of Ordinance No. 53.1 ~~and Resolution No. 1575~~, as amended, with District and Union also being sometimes collectively hereinafter referred to as the parties.

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)²

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 Los Angeles-Riverside-Orange County, CA region as follows:

Effective January 1, 2017 – Actual 12-month rolling average change in CPI-U percentage using LA-Riverside-Orange County (the index) from December 2015 to November 2016, subject to a minimum change of 1.7%.

Effective January 1, 2018 – Actual 12-month rolling average change in CPI-U percentage using LA-Riverside-Orange County (the index) from December 2016 to November 2017. Should the rolling average change be negative, no change would be imposed.

¹ [Section I. amended by Side Letter Agreement dated August 6, 2018](#)

² [Section III. amended by Side Letter Agreement dated December 17, 2018](#)

Effective ~~January 1, 2019~~ December 23, 2018 – Actual 12-month rolling average change in CPI-U percentage using ~~LA-Riverside-Orange County (the index)~~ the all items West-Size Class A index from December 2017 to November 2018. Should the rolling average change be negative, no change would be imposed.

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 payroll 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 E 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.

G. "Exempt Employee"

Those classifications identified by the letter 'y' under the column titled E 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 40 hours for each hour of authorized overtime worked. Accrued compensatory time shall be taken with the approval of the department head at such times as will not impair the work schedule or efficiency of the department.

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 good performance rating or better before obtaining regular employment status with the District. Part-time employees shall serve an initial probationary period of twelve consecutive months of service and must maintain a good performance rating or better before obtaining regular employment status with the District. Employee performance reviews shall be administered at three months, six months, and twelve months. The twelfth month review will be held prior to completion of 2080 hours of regular employment (twelve consecutive months for part-time employees) and prior to the employee being released from probation. An employee may be removed from the initial probation at any time with the approval of the General Manager or designee. During the initial probation period, an employee may be discharged at any time without cause and without right to review.

K. "Masculine"

Whenever the masculine form of any word is used herein, it also includes the feminine gender unless the context clearly indicates a contrary intent.

L. "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 40 hours. Any employee shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the District.

M. "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.

N. "Overtime"

Except for those classifications designated as Executive, overtime is defined as all authorized hours worked in excess of each employee's normally scheduled daily shift of eight, nine, or ten hours or more than 40 hours in a seven-day work period.

O. "Paid Time Off (PTO)"

The District combines vacation and sick accruals into one pool called Paid Time Off (PTO). Accruals will be based on the schedule provided under the terms of this MOU.

P. "Part-Time Employee"

The holder of a regular position established by the District on a continuing basis for working hours which are less than the number of hours usual or prescribed for normal regular District employment, and compensation shall be on an hourly basis paid biweekly.

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

Q. "Pay Periods"

The successive two calendar week periods of time which begin at 12:01a.m. on Sunday (commencing with June 1, 1980) and extend through 12:00 midnight of the second succeeding Saturday (i.e., for the month of June 1980 the first pay period would begin at 12:01 a.m., Sunday, June 1, 1980 and end Saturday, June 14 at 12:00 midnight; the next period would begin at 12:01 a.m. on Sunday, June 15 and end Saturday, June 28 at 12:00 midnight).

R. "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.

S. "PEMHCA"

Public Employees' Medical and Hospital Care Act.

T. "PEPRA"

California Public Employees' Pension Reform Act.

U. "Position"

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

V. "Position Specification"

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

W. "Pre-Retirement"

Effective January 1, 2017, this option will no longer be available. Employees wishing to exercise this option must enter into pre-retirement status no later than December 31, 2016.

An employee who prior to their official retirement date opts to exhaust all vacation accruals will be placed into Pre-retirement status. Prior to going into Pre-retirement status, sick leave and vacation accruals are calculated up to the date of retirement.

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

Holiday time (or prorated holiday time) will only be paid during pre-retirement periods where more than 40 hours is included in that pay period. Existing unused floating holiday time will not be paid except in pre-retirement arrangements.

X. "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 he was promoted, demoted or transferred.

Y. "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.

Z. "Promotional Probation Period" When promoted to another position, employees will serve a promotional probationary period of 90 calendar days. At the employee's option, or when an employee does not successfully complete a promotional probation, the employee will be returned to his previously held classification or a classification at the same salary range, at the same step he held before being promoted. The employee's review date will be returned to the date in the previously held classification.

AA. "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.

BB. "Regular Employee"

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

CC. "Retirement"

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

DD. "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.

EE. "Scheduled Workday"

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

FF. "Separation"

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

GG. "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.

HH. "Title Change"

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

II. "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.

JJ. "Wage Adjustment"

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

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 Hospitalization Care Act (PEMHCA) Coverage

The District provides group-health insurance coverage under the PEMHCA, the insurance program sponsored by the 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:

Period	District Contribution to Cafeteria Plan
July 24, 2016 – December 31, 2016	<p>(i) The lesser of</p> <ul style="list-style-type: none"> • the monthly premium for the employee's PEMHCA coverage; or • the basic monthly rate under PEMHCA for Blue Shield HMO or CalPERS Kaiser Permanente, whichever is greater, for the coverage level elected by the employee (i.e., employee only, employee plus one, or employee plus family) <p>Minus(ii) the District's monthly minimum contribution to PEMHCA</p>
January 1, 2017 – December 31, 2017	<p>District shall pay up to the following medical premium contributions:</p> <p>1 party \$675.00 2 party \$1,350.00 Family \$1,750.00</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>
January 1, 2018 – expiration of this MOU	<p>The District's medical premium contributions for the subsequent year will be adjusted using the average of the percentage premium increases from all District offered medical plans which had active employee enrollments in July 2017 and July 2018, 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. Cash-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 cash payment 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 2017, this payment will be at the rate of \$265.39 per pay period on a bi-weekly basis on the employee's paycheck. Commencing on the anniversary date of this MOU's effective date, this rate shall be adjusted annually based on the same index used to adjust District's contributions for PEMHCA coverage.

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 Cash-in-Lieu Benefit). In addition, to the extent permitted under the 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. 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 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 First 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 health reimbursement arrangement (HRA) in the same manner as active employees.

b) Retirees First 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 First 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 his or her 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 health reimbursement arrangement (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.

E. Public Employee Retirement System - Benefit Calculation

1. Benefit Calculation

Effective upon contract amendment dated August 7, 2005, "2.5% @ 55". 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 CalPERS members as defined under the PEPR of 2013 will be enrolled in "2% @ 62". Employees hired after January 1, 2013 and considered to be "Classic members" under the PEPR of 2013 will be enrolled in "2% @ 55".

2. District Participation³

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 percent, which shall be paid as follows:

July 24, 2016 – December 31, 2016 – District pays 4.0%; employee pays 4.0% on a pre-tax basis;

³ [Section V.E.2 amended by Side Letter Agreement dated December 17, 2018](#)

January 1, 2017- December 31, 2017 – District pays 3.0%; employee pays 5.0% on a pre-tax basis;

January 1, 2018 – December ~~31~~ **22**, 2018 – District pays 1.5%; employee pays 6.5% on a pre-tax basis;

~~January 1, 2019~~ **December 23, 2018** – December 31, 2019 – District pays 0.0%; employee pays 8.0% on a pre-tax basis.

a) b) Hired on or after November 4, 2010 through December 31, 2012 (2% @ 55 benefit formula)

Employee contribution rate of 7 percent, of which shall be paid as follows:

July 24, 2016 – December 31, 2016 – District pays 3.0%; employee pays 4.0% on a pre-tax basis;

January 1, 2017- December 31, 2017 – District pays 2.0%; employee pays 5.0% on a pre-tax basis;

January 1, 2018 – December ~~31~~ **22**, 2018 – District pays 1.0%; employee pays 6.0% on a pre-tax basis;

~~January 1, 2019~~ **December 23, 2018** – December 31, 2019 – District pays 0.0%; employee pays 7.0% on a pre-tax basis.

b) c) Hired on or after January 1, 2013

If not CalPERS “classic” members prior to 2013, i.e., “classic” CalPERS member, will be enrolled in “2% @ 62” and shall pay at least 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate on a pre-tax basis.

c) d) Special Death Benefit

District paid CalPERS contract amendment.

3. Fourth Level of 1959 Survivor Benefits

The District's contract with the 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:

Spouse/domestic partner with two or more children; \$2,280
or three or more dependent children alone

Spouse/domestic partner with one dependent child; \$1,900
or two dependent children alone

One dependent child; or surviving spouse/domestic; \$950
partner at age 60/older

Dependent parents may be eligible if there is none of the \$950 above

F. Dental Insurance Plan ⁴

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

Effective January 2018, 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 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.

G. Vision Care Plan

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

H. Group Life Insurance

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

I. Supplemental Group Life Insurance

District participation - 50 percent of the premium for each participating employee. Beginning on or before January 1, 2014, District further agrees to provide each participating active employee the opportunity to purchase coverage up to three times their annual salary. Employees who voluntarily increase their life insurance will have a similar increase in their accidental Death and Disability Benefit at District expense.

J. Group Long-Term Disability Insurance

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

K. EMWD 401 (a) Program

Previously known as “Security Trust”. District provides a direct contribution of 7.15 percent of each participating employee's basic monthly salary up to \$16,500 annual

⁴ [Section V.F. amended by Side Letter Agreement dated August 14, 2017](#)

salary; District also provides a matching contribution to the 401 (a) plan as set forth below.

L. Deferred Compensation Program⁵

Voluntary employee contributions -

The District maintains an eligible deferred compensation plan (457(b) 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(b) Plan.

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(b) 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(b) Plan) for the period will be deducted and contributed on a pre-tax basis to the employee's account under the 457(b) 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. Notwithstanding the preceding sentence, for all payroll periods ending before the first full payroll period in which the new human resources and payroll replacement system (Oracle HCM) is in place and stabilized, projected June 2016, automatic contributions will be calculated based on the applicable percentage of the employee's base salary (rather than Compensation as defined by the 457(b) Plan).

In accordance with the 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(b) 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 his or her pending automatic enrollment, including when automatic contributions begin and the amount of those contributions. In addition, the notice will inform the employee of his or her 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

⁵ [Section V.L. amended by Side Letter Agreement dated December 17, 2018](#)

electing to voluntarily contribute Compensation to the 457(b) 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(b) 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(b) contributions, up to the following amounts:

July 24, 2016 - December 31, 2017: 2.0% of annual base pay salary

January 1, 2018 – December 31, 2018: 3.0% of annual base pay salary

~~January 1, 2019~~ **December 23, 2018** – December 31, 2019: 4.0% of annual base pay salary

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

M. Voluntary Supplemental Insurance Programs

Programs offered to employees as optional and voluntary.

N. Flexible Spending Accounts

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

O. Tuition Reimbursement

Any employee with six 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 provided by professional industry associations such as California Water Environment Association-CWEA, Water Environment Federation- WEF, Air & Waste Management Association-A&WMA, American Waterworks Association-AWWA, Association of California Water Agencies-ACWA, etc. Tuition Reimbursement is not available for association conferences). Upon approval by the department head, submittal of proof of a grade "C" or better or proof of successful completion of the course, and proof of payment (i.e., copy of canceled check, credit card receipt, sales

receipts, etc.), the employee will be reimbursed 90 percent of the total for tuition, parking permits, lab fees, books, and course-required videos only. ASB cards and miscellaneous school supplies are not covered. up to a maximum of \$4200 per calendar year. Employees may be reimbursed up to the current maximum for any classes taken but not yet reimbursed, if submitted within one year from date of completion. If the receipts are turned in late, they must be paid in the current calendar year. Reimbursements will not be made retroactively to a previous calendar year. Once employee submits reimbursement request they will be processed and will be reimbursed to the employee in the same manner as their normal pay of wages.

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

Courses must be related to the employee's work or be required for a job related degree. Correspondence courses qualify for reimbursement if they meet the above criteria. Authorization by the department head must be received by the Human Resources 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.

P. Certification Reimbursement

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

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

A list of approved certificates of competence is maintained in the Human Resources Department. 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.

Q. On-Call⁶

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 10 minutes. If the problem cannot be fully addressed by telephone or radio communication within 20 minutes (for those with computer access; all others must be in route within 10 minutes), the employee is required to be in route 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 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 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. Compensation⁷

In lieu of any other form of compensation, non-executive personnel serving on-call shall be paid \$2.14 per hour (current rate as of July 24, 2016) on approved holidays, and in lieu of any other form of compensation, non-executive personnel serving on-call shall be paid two times the regular on-call rate. On-call pay shall be adjusted annually ~~in January~~ based on the actual percentage change in the Consumer Price Index, [as noted in Section III. Salaries-Urban \(CPI-U\) using LA-Riverside-Orange County region from December to November of each year using a rolling average](#); minimum rate change will be 0% if the actual change in CPI-U is less than zero.

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 14 hours of on-call pay. In lieu of a two-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

⁶ [Section V.Q.2, 4 & 5 amended by Side Letter Agreement "On-Call" dated December 17, 2018](#)

⁷ [Section V.Q.2 amended by Side Letter Agreement dated December 17, 2018](#)

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.

Employees who perform on-call duty, **outside of their normal scheduled working hours**, will be eligible for the minimum two hour overtime pay when they physically respond to the site of a suspected emergency. Mileage reimbursement for the use of private vehicles to conduct District business, including responses to suspected emergencies, shall be at the District rate not to exceed the rate allowed by the Internal Revenue Service. **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 their residence. Travel time must not exceed the direct route to their residence.**

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

3. Excess On-call

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

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, he 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 his regular rate of pay (for exempt or non-exempt personnel) for the actual hours worked including travel time from his residence (or other on-call location) to his reporting station and return, subject to a two hour minimum for each occasion. **There shall be no more than one (1) two hour call-out minimum granted within any two hour period** and an eight hour maximum during any given eight 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 times his regular rate of pay for the actual hours worked including travel time from his residence (or other on-call location) to his reporting station and return, subject to a two hour minimum for each occasion. **There shall be no more than one (1) two hour call-out minimum granted within any two hour period** and an eight hour maximum during any given eight hour period.

Exempt, non-executive employees not serving on-call shall be entitled to compensation at their regular rate of pay in the event they are called out to work, for actual hours worked including travel time from their residence (or other on-call location) to their reporting station and return, subject to a two hour minimum for each occasion. **There shall be no more than one (1) two hour call-out minimum granted within any two hour period** and an eight hour maximum during any given eight 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 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 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:

1. Moreno Valley RWRP
2. Perris Valley RWRP
3. Sun City RWRP
4. San Jacinto Valley RWRP
5. Temecula Valley RWRP
6. Hemet Water Filtration Plant
7. Perris Water Filtration Plant
8. Menifee/Perris Desalter
9. AC/OMC Buildings

R. Differential Pay⁸

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. Employees entitled to Bilingual pay shall be paid a rate of \$0.68 per hour (current rate as of July 24, 2016) above their normal 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 shall be adjusted annually ~~in January~~ for the terms of this MOU, based on the actual percentage change ~~as noted in Section III. Salaries. in the Consumer Price Index Urban (CPI-U) using LA-Riverside-Orange County region from December to November using a rolling average.~~ Designated languages include English and Spanish; the minimum rate will be 0% if the actual change in CPI-U is less than zero.

PROCEDURE

Department heads seeking bilingual designation for one or more of their allocated positions may complete the attached justification form describing the reasons the position(s) requires, as a condition of employment, verbal and written bilingual skills. The following guidelines apply:

- a. Bilingual pay is for positions that require a substantial amount of bilingual translation as an essential duty of the position. An essential duty is defined as a core function of a position that forms the basis for establishing the position. It is not available for positions that may use bilingual skills on an incidental or occasional basis.
- b. Incumbents of positions designated under this policy are required to pass a verbal and written bilingual skills exam as a condition of employment. Incumbents may be tested periodically thereafter at their supervisor's request. Bilingual pay will not be available for any incumbent of a designated position unable to pass a verbal and written bilingual skills exam.
- c. Employees holding positions not designated as bilingual shall be relieved from performing bilingual duties exceeding 10% of their time.
- d. The effective date of the designation for a current incumbent will be the closest pay period following the date designation is approved unless an earlier date is established by the General Manager or designee.

⁸ [Section V.R.1, 2 & 3 amended by Side Letter dated December 17, 2018](#)

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. Employees entitled to Notary pay shall be paid a rate of \$0.68 per hour (current rate as of July 24, 2016) above their normal 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 ~~in January~~ based on the actual percentage change ~~as noted in Section III. Salaries in the Consumer Price Index Urban (CPI-U) using LA Riverside Orange County region from December to November of each year using a rolling average;~~ the minimum rate change will be 0% if the actual change in CPI-U is less than zero. In order for designated employees to receive notary pay, they shall maintain current notary commission and shall use this primarily for District related business. District will continue to pay for designated employees' notary commission renewals and required insurance pertaining to District related business.

3. Night Pay Differential

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 \$2.19 per hour (current rate as of July 24, 2016) above their normal rate of pay for all hours actually worked, including time spent attending meetings

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 ~~in January~~ based on the actual percentage change ~~as noted in Section III. Salaries in the Consumer Price Index Urban (CPI-U) using LA Riverside Orange County region from December to November of each year using a rolling average;~~ minimum rate will be 0% if the actual change in CPI-U is less than zero.

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.

S. First Responder Compensation

In lieu of any other form of compensation, the District's First Responder Team shall be paid, or may choose to accrue time (up to the 40 hour maximum), at the rate of two times the employee's existing hourly rate of pay when responding to an emergency for

the District. This rate of pay will begin when the employee is contacted and requested to respond, and shall continue until the employee is released from duty. The District's First Responder Team is designated by the General Manager or designee and limited to employees who have completed the required 40-hour HAZWOPER training.

T. Extended Overtime

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

1. Continuous Work Period

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

2. Required Rest Period

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

Continuous Work Exception: When an employee who is scheduled to work a regular day shift works more than four hours between 9:00 p.m. to 5:30 a.m., he shall receive no less than eight hours of uninterrupted rest before reporting back to work. In addition, the employee will receive a half-hour travel time home and a half-hour travel time to return to work (a total of one hour travel time). Should said rest period overlap the employee's normal shift time, the employee will receive Administrative Leave for those hours during the required rest period, which overlap the employee's normal scheduled work shift.

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

3. Compensation

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

4. Emergency Situations

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

U. Overtime Meal Allowances

1. Entitlement

A non-executive employee who is required, because of an unscheduled emergency situation, to work overtime shall be entitled to a meal allowance of \$15.00 after:

a. Normal Workday

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

b. Normal Day Off

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

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

2. Non-Entitlement

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

3. District Provided Meals

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

V. Rest Periods

All employees shall be entitled to mid-morning and mid-afternoon rest periods of 15 minutes each, respectively, which shall be taken with approval of the department head at such times as will not impair the work schedule or efficiency of the involved department. Under no circumstances shall an unused rest period be used to shorten

the length of an employee's normal workday or extend the employees lunch period. Employees shall not receive additional pay for rest periods not taken during the day. Part-time employees working four to six hours shall be entitled to one 15- minute rest period.

W. Types of Leave

1. Sick and Vacation Accruals

Accrual rates and provisions for the use of sick and vacation accruals will continue as provided under the prior MOU agreement which terminated July 23, 2016, and will be in effect until December 31, 2016, as noted through a side-letter agreement with the Union.

2. Paid Time Off (PTO) – Effective January 1, 2017

All District employees, upon their 90th day of employment, shall be eligible to use an accumulation of PTO equivalent to eight hours for each month of completed service, in accordance with the provisions of the Healthy Workplaces, Healthy Family Act of 2014.

a. Accrual Rates

Following successful completion of said first 90th day of employment, 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
Year 5	8.31	216
Years 6-7	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 (b)), subject to annual limits.

3. Separation, Retirement, Termination, Reduction in Force, or Death-

An employee who has successfully completed 90 days of service shall be paid in full (at his current rate of pay) for accrued PTO. In the event an active employee dies, the District will pay the monetary value of his accrued PTO to the persons entitled to receive said employee's death benefits or in the absence thereof to the employee's estate.

4. Cash-Out Option

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 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.

Emergency Cash-out of 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.

5. 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.

6. Compensatory Time off

An employee's total accrued compensatory time off hours may not exceed 40 hours.

7. Bereavement

Up to 36 hours per occurrence may be granted with pay upon the death of a member of a regular or probationary employee's extended family which is defined as spouse, child, stepchild, parent, or persons who stood in loco parentis (in place of a parent to an employee when the employee was a child or a child for whom the employee stood in loco parentis), stepparent, brother, sister, grandparent, great grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Domestic Partner is also included here to the extent provided by the California Domestic Partner Rights and Responsibilities Act. Only the General Manager or designee may authorize the use of Bereavement Leave for relationships other than those specified. Allowable hours must be used within three months of the occurrence. An employee shall be allowed to use PTO as actually necessary to take care of funeral arrangements, attend personal matters, and attend the funeral, but not to exceed 40 hours with regard to any such death, except as otherwise approved in writing by the General Manager or designee.

8. Meritorious Leave

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

9. Pregnancy Disability Leave

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

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

10. Family Leave

The District and Union agree to conform to the requirements of both the State and Federal Family Leave Acts as described in the District's current Family Care & Medical Leave Policy. It is also the intent of the District to be in compliance with the California Domestic Partner Rights and Responsibilities Act.

11. Work-Related Disability Leave

Employees with District job 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 90 cumulative days in any 12-month period for any one 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 three month elimination period associated with the District's Long-Term Disability Program whichever occurs first. In the event such three 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 Program. The net amount of the leave payments which the employee will receive from the District pursuant to this Section shall be the involved employee's regular salary less: (1) the amount of workers' compensation insurance payment received; (2) mandatory payroll deduction including Federal and State withholding tax, and CalPERS contributions; and (3) payroll deductions which the employee has previously authorized in writing.

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, he 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 on the District's payroll. At the conclusion of a Work Related Disability Leave, which has not exceeded 12 months in duration, an employee shall return to the duties of the position within the classification to which he was assigned providing his attending physician verifies he is fully able to resume all the responsibilities and duties of the position and such position exists. If, at the conclusion of 12 months from the first day of injury or illness, the employee is still unable to resume the duties of his position, the District may consider his position vacated and take the necessary steps to fill it.

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

12. 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 months of continuous employment) Full-Time and Part-Time (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 month elimination period associated with the District's Long-Term Disability Program.

Two Month Disability- Once an employee has been disabled and off work for 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.

Three Month Disability or Longer- In the event the injury/illness results in the employee being disabled for 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, he 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, 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 months in duration, an employee shall return to the duties of the position within the classification to which he was assigned providing his attending physician verifies he is fully able to resume all the responsibilities and duties of the position and such position exists. If, at the conclusion of six months from the first day of injury or illness, the employee is still unable to resume the duties of his position, the District may consider his position vacated and take the necessary steps to fill it. When and if an employee on Health Leave is thereafter able to resume the duties of his position, as verified by his attending physician's certification, he will be considered for the first vacancy in the classification of his previous assignment or for any position for which he is qualified. His reassignment to duty will take preference over all other applicants for employment for the position for which he is qualified except those laid off for lack of work or funds or those seeking to return from Work Related Disability Leave.

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.

13. 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 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 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 his return as a condition for approval of such leave, he will be considered as on a Non-Approved Leave and shall be subject to discharge by the District.

14. Non-Approved Leave

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

15. Military Leave

General

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

Military Leave consists of:

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

Pay for Leave

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

An employee granted physical examination leave is entitled to receive the employee's regular District base pay provided that:

1. The physical examination is a pre-induction or pre-enlistment physical examination required to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency; and
2. The aggregate of payments for temporary military leave, long-term military leave, and military leave for physical examination do not exceed 12 months base pay in any one payroll calendar year. Time off for other physical examinations in connection with military service may be charged to accrued PTO, accrued floating holidays (used in full day increments only), accrued compensatory time off, or shall be without pay.

An employee granted military leave for emergency National Guard duty is entitled to receive the employee's regular District base pay for a period not to exceed 30 calendar days of leave and thereafter the difference between the employee's regular District base pay and any military pay (including allowances) for the next 11 months of such leave.

During the first 12 months of military leave, employees will receive any merit and/or salary increases for which they become eligible during that time. All step increases/performance pay will be processed on the employee's normal review date and will be based on the employee's most recently completed District performance review.

An employee who is not eligible for military leave with pay may have such absence charged to accrued PTO, accrued floating holidays (used in full day

increments), accrued compensatory time off, or the military leave may be without pay.

Reinstatement

Following release from military service, an employee shall have, at the minimum, such right to return as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Probationary and regular employees granted military leave for a period not to exceed 180 days and who are honorably discharged, shall be reinstated to the position they would have held had they remained continuously employed. Probationary and regular employees granted military leave for a period not to exceed five years and who are honorably discharged, shall be reinstated to the position they held prior to leave being granted provided they return to work within 12 months from the date of release from duty. If the position no longer exists, a comparable position in terms of pay, benefits, status, seniority, and conditions, of employment shall be made available provided the employee is qualified or can become qualified through the District's reasonable efforts.

Effect on Benefits

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

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

certification, or Education Incentive Program (scholarship) funds that may otherwise be owed to the District.

16. Safety Committee and IBEW Local 1436 Board Leave

The District agrees to establish a payroll general ledger account number that current Union appointed Safety Committee members and IBEW Local 1436 Board of Directors may use when attending official IBEW training sessions or conferences. With their department head's approval, Union appointed Safety Committee members and IBEW Local 1436 Board members may use Safety Committee and IBEW Local 1436 Board Leave and will continue in a paid status for purposes of determining regular pay, deductions, seniority and benefits. While using such Board Leave, Union appointed Safety Committee members and IBEW Local 1436 Board members are ineligible for overtime pay but are eligible for Holiday pay. The IBEW Local 1436 agrees to reimburse the District in full, within 30 days, for all paid hours assigned to Safety Committee and IBEW Local 1436 Board Leave.

17. Business Manager Leave of Absence

The IBEW Local 1436 Business Manager shall be allowed to take time off, in hourly increments, to conduct Union business offsite and may not exceed an aggregate total of 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.

Permission for time off must be arranged at least 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 45 days of the quarterly due date, shall result in immediate cessation of the District's obligations under this Article.

X. Holidays

1. Approved Holidays

a) Regular Holidays

Shall be as follows:

January 1

Third Monday in January

New Year's Day

Martin Luther King Jr. Day

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

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

b) Special Holidays

Shall be as follows:

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

c) Christmas Eve/New Year's Eve Half Day Holiday

Shall be as follows:

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

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

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

works at least half of their normal working hours for that day and the department head can ensure adequate coverage for the department, and approves the request.

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

2. Eligibility

Every employee who is employed in a regular Full-Time Position shall be paid for every authorized Holiday. Temporary and Part-Time Regular Employees, working less than 20 hours per week, shall not receive pay for Holidays. Holiday pay for Part-Time Regular Employees working 20 hours or more per week shall be prorated on the basis of such Part-Time Regular Employee's hours. Employees otherwise entitled to Holiday pay must also be on active payroll status on the last working day before and the first working day after a Holiday to be entitled to receive Holiday pay. An employee who is in a no-pay status during their regularly scheduled shift, or an unauthorized absence for any period of time (even a time period as small as half an hour) either the regularly scheduled working day before the Holiday or the regularly-scheduled working day after the Holiday shall not be paid for that Holiday.

3. 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 his position specification, to work on an approved Holiday, the employee shall be paid at one and a half times their hourly rate. 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 times their hourly rate. The applicable rates shall be applied to the hours worked on the actual day.

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 pay rate/hours worked	2.5 x pay 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, 9/80's = 9 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

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

7. Approval of Floating Holiday Time Accrual

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

Y. 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 his individual record.

Z. Jury Duty and Court Appearances

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

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

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

AA. Salary Policies

1. Unauthorized Absence

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

2. Pay Period

All employees shall normally be paid at the end of their work shift on Thursday of every other week but no later than the end of the work shift of the next day (Friday) for the preceding pay period, as defined 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.

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

3. Separation

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

4. Separation Compensation

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

5. Assignment to Vacant Higher Position

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

- a) A vacant higher-level position must exist. For purposes of this procedure, a vacant position is defined as: an unoccupied position due to attrition, new position authorized by the General Manager or designee, or a position from which the incumbent is on an extended authorized leave of absence or a temporary reassignment of 30 calendar days or more.
- b) The employee shall be assigned in writing to the vacant higher-level position by the department head or designee.
- c) The employee shall be held responsible to fully perform all of the duties normally associated with the higher-level job classification without limitation as to difficulty or complexity of assignments or consequences of action.

- d) The employee shall be required to meet standards for satisfactory performance normally required at the higher-level job classification.
- e) The employee must meet the minimum requirements for the higher-level job classification or demonstrate reasonable attainment thereof. A Union-represented employee who is temporarily assigned to a non-represented vacant higher position will continue paying union dues while serving in the temporary non-represented vacant higher position.

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

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

6. Payment of Wages and Salaries

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

BB. Position Abandonment

An employee who fails to report to work without providing proper notification for three consecutive workdays will be considered to have voluntarily terminated their employment with the District unless an acceptable explanation is provided to the General Manager or designee.

CC. Work Schedules

Upon approval of IBEW Local 1436 and the EMWD Board of Directors, flex schedules for all employees will be implemented within 90 days of this contract agreement. With department head approval, current employees may request to remain on their current schedule. 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 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 Noon 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 recognized employee organization. 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.

DD. 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 calendar days advance notice, but no less than 96 hours stating the start and end dates of the schedule change. Employees shall not be subject to this provision more than a total number of 14 days worked under a temporary work schedule in a three month period. At the end of each assignment resulting in a schedule change, the required rest period guidelines will apply as in noted under "Required Rest Period" provided in this MOU.

EE. Continuing Discussions

The District and Union agree to continue discussions as agreed upon regarding a comprehensive compensation survey, performance management criteria, Class and Compensation Policy updates based on the terms of this agreement. Any changes on the above issues during the term of this MOU shall be mutually agreed upon by the parties as agreed upon during negotiations.

FF. Safety Shoe Allowance

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

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

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

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

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

GG. Light Duty Assignment

Any employee who experiences a work related or non-work related injury or illness may be authorized to work a light duty assignment when the District has available work and the work does not exceed the employee's work restrictions as verified by the employee's attending physician. In such cases, the employee may be authorized to perform light duty for up to 120 calendar days within any 12 month period. Employees who suffer a subsequent injury or illness are not eligible for continued light duty assignments if they have exhausted the 120 calendar days of light duty within any 12 month period or the injury or illness limits their ability to perform their assigned light duty. However, at the sole discretion of the General Manager, light duty may be extended to 180 days.

VI. Rules and Regulations Covering Employer - Employee Relations⁹

A. Ordinance 53.1 & Resolution 1575

The provisions of Ordinance No. 53.1 of District's Board of Directors ~~and the Rules and Regulations set forth in Resolution No. 1575, as amended, of District's Board of Directors~~ shall govern District's (as employer) relationship with Union (employee

⁹ [Section VI. amended by Side Letter Agreement dated August 6, 2018](#)

organization) and its employees represented by Union. Copies of said Ordinance No. 53.1 and ~~Resolution No. 1575~~ are available in the Human Resources/~~Risk Management~~ department. Among the Rules set forth in said documents, which are of particular interest for purposes of this MOU, are the following:

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.

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;

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; and,

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 should a difference arise concerning matters

not specifically addressed in the MOU or covered by the Exclusions contained herein, an earnest effort shall be made by all parties to settle such difference at the earliest practicable time.

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 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 30 days after having knowledge of a potential grievable incident shall notify, in writing his immediate supervisor or department head. The supervisor or department head will render a written decision to the grievant within three working days following the initial notification. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.
2. If no agreement is reached between the grievant and his supervisor or department head, the complaint shall be submitted in writing by the grievant to his Deputy General Manager or Assistant General Manager within five working days of the department head's decision. The Deputy General Manager or Assistant General Manager shall submit a written response within ten working days. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In cases where the employee's department head reports directly to the General Manager, the General Manager may designate the Deputy General Manager or an available Assistant General Manager to hear the employee's grievance.
3. If no agreement is reached between the grievant and his Deputy General Manager or Assistant General Manager, the grievant shall submit the complaint on a standard grievance form with the Deputy General Manager's or Assistant General Manager's written response attached and forward it to the Grievance Committee within five working days of the Deputy General Manager's or Assistant General Manager's decision. The Grievance Committee shall consist of two employees appointed by the IBEW Local 1436 Board and two District appointed members. Grievance committee members shall be eligible for compensation at their regular rate of pay for Grievance Committee meetings. Overtime is not authorized under any circumstances, and committee members are

expected to coordinate meetings that will have the least possible impact on District operations. The Grievance Committee shall have authority on behalf of the grievant and, if appropriate, the Union to investigate all facts surrounding the grievance; define the issues; and recommend to the General Manager or designee that the requested relief either be granted or denied. The committee, grievant, or Union may also consolidate, rewrite for clarification, or withdraw any grievance at this stage.

4. Within 15 working days of receiving a grievance, the Grievance Committee shall submit a majority written recommendation to the General Manager or designee.

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

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

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

B. Agency Shop Agreement

~~1. Legislative Authority~~

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

2. 1. Union Dues/Service Fees

- a. ~~Effective September 20, 2001, the District's Human Resources Department shall provide all eligible current regular employees who do not have a current Union Dues payroll deduction authorization form on file with the District, and any regular employees hired thereafter, with the authorization notice advising them that Agency Shop for the Union has been enacted pursuant to state law and an agreement exists with the Union, and all employees subject to the agreement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to Payroll.~~
- b. ~~If the form is not completed properly or returned to Payroll within 14 calendar days, the District shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing 14 calendar days after receipt of the authorization form by the employee.~~

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 Government Code Section 1157.12(a), 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 Government Code Section 1157.12(b), 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 non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues ~~and service fees~~.

~~3. Religious Exemption~~

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

~~4. Rescission~~

~~The agency shop provision in this agreement may be rescinded by a majority vote of all the employees in the unit covered by the~~

~~Memorandum of Understanding (MOU) between the IBEW Local 1436 and the Eastern Municipal Water District, provided that:~~

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

~~5. Records~~

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

~~6. 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 ~~agency fee~~ **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 ~~agency fee~~ **union dues** obligation, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

~~7. Election~~

~~Prior to the implementation of this provision, the Union and the District shall jointly conduct a secret ballot election to which the Union will invite, in writing, each eligible bargaining unit member, whether or not he/she is a current Union dues paying member. All eligible unit members in attendance shall be allowed to participate during discussion and voting, irrespective of current membership in the Union. Ballots shall be counted jointly by a representative of the Union and a representative of the District at the conclusion of the meeting, and a simple majority of votes cast shall~~

~~prevail. (On July 25, 2001, the Union and District jointly conducted a secret ballot election regarding the proposed Agency Shop agreement resulting in the following vote: 154 for and 51 against.)~~

~~8. District Board Approval~~

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

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 his 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 Memorandum of Understanding.

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

No relative may be appointed to a student worker position.

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 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:

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, prospective employees shall be required to:

1. Oath of Allegiance

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

2. Physical Examination

Take a physical examination at the expense of the District prior to being accepted for employment. No exceptions will be made. If a prospective employee prefers to be examined by any physician other than the one designated by the District, he may do so, provided the chosen physician is acceptable to the District and further provided that the prospective employee agrees to pay all costs for such examination which exceed the usual and customary fees paid by the District for such examination. The District reserves the right to hire only those prospective employees who are physically acceptable as evidenced by the results of such physical examination.

3. 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 prospective employee must provide proof of a satisfactory driving record as determined by the District's vehicle insurance provider.

4. Background Check

Submit a signed authorization for a background check prior to being accepted for employment. No exceptions will be made. The District reserves the right to hire only those prospective employees who satisfactorily complete the background check process.

5. Physical Examination During Employment

With just cause, an employee, upon request of his 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:

- 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 communications;
- 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, six and 12 months following their hire date as scheduled by the Human Resources Department (some classifications have a 15 month probation). The twelfth month 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) and one-time lump sum pay for performance. 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 his/her classification. Upon completion of the initial twelve 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 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. This results in the employee being ineligible for pay for performance. 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.

Effective beginning with focal point appraisals conducted from January 2018 to March 2018, the following criteria and weightings will be used*:

Attendance and Punctuality	12.5%
Interpersonal Skills	12.5%
Judgment/Guiding Principles	12.5%
Safety	12.5%
Quality of Work	25.0%
Quantity of Work	25.0%

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

3. Preliminary Steps

The formal performance appraisal is the annual culmination of an ongoing performance management process. The Performance Development and Feedback forms have been adopted by the District to aid supervisors in conducting this important responsibility.

Before completing the form(s), there are several steps that first need to be completed. They include the following:

- a. Review and update the employee's job description for accuracy and thoroughness, and if there are any changes, these must be submitted to the Human Resources Department for review. Any proposed major changes will be reviewed by senior management as provided by the Classification and Compensation Policy;
- b. Review any notes you and/or the employee have made after the last performance appraisal;
- c. Review the employee's personnel file for any documentation you may not have;
- d. Review the performance standards/goals established for the employee's position. Note any changes to established performance standards/goals in preparation for the next appraisal period;
- e. A notification will be sent to all employees of the availability of online performance management tutorials and procedure manuals six weeks before the self-appraisal is due. The process workflow and procedures can be found at the following link: Performance Management System; additionally, if the employee chooses to opt-out of any Pay for Performance distribution, a Performance Appraisal will be completed following normal procedure and the employee will have the option of noting of their decision to opt- out of any Pay for Performance distribution. The employee will not be eligible for Pay for Performance until their next Annual Evaluation Period.
- f. A Self-Appraisal form will become available to the employee, and is to be completed within 14 calendar days. Peer reviews to the employee's co-workers and internal customers may be requested prior to the employee's review date and should be received in a timely manner. Self-appraisals and peer reviews are to be completed strictly on a voluntary basis and should not be allowed to delay submittal of the employee's review by the scheduled review date. Peer Review forms may be obtained through the Districts' intranet or from the Human Resources Department;
- g. If an employee submits a self-appraisal, and requests a meeting with his/her supervisor, one will be scheduled to discuss and clarify any

information provided. This is not the formal appraisal, but an opportunity to gather valuable information from the employee about the job and issues important to the employee. Should an employee decline to submit a self-appraisal or peer reviews, it is the responsibility of the employee to respond and acknowledge that he is opting out by notifying their supervisor and Human Resources in a timely manner. The supervisor is still required to complete employee performance appraisal as scheduled.

4. Preparing the Draft Appraisal

After you have completed these preliminary steps, prepare a rough draft of the Performance Appraisal keep the following points in mind as you begin your draft:

On the form, select the rating under each competency that best reflects the employee's performance. In the "comments" section, list specific details to support the rating. Note the following:

- a. The positive points regarding the employee's performance;
- b. Areas of deficiency in the employee's performance;
- c. The stated performance standards/goals in the last appraisal and comparisons with their attainment;
- d. Specific examples of performance (both positive and negative);
- e. Specific ways assistance can be given to the employee in order to achieve improvement and growth;
- f. Follow-up action that will be taken in order to assist the employee with his goals and the District's goals for this person; and
- g. Summary of the employee's strengths and employee training needs.

If performance objectives are critical to the employee's position, the supervisor may add them to the evaluation form under the section "Assigned Goals and Objectives for Next Review Period", provided they are clearly defined to the employee. Specifically assigned goals, as necessary will follow the SMART format (Specific, Measurable, Attainable, Realistic, Timely). The intent of this section is to clarify with employees how they may meet or exceed expectations.

5. Finalizing the Performance Appraisal

After you have completed the appraisal form(s), take the following actions:

- a. The evaluator submits the draft review electronically, and it will be reviewed and approved by up to three levels of management. The department head is responsible for ensuring that the performance standards and goals being set are appropriate for the position and are

in line with department and District objectives are accurate, consistent, and in a legal manner.

- b. The employee will be allowed at least 48 hours to review the draft appraisal before the scheduled appraisal review date. Employees need this time to thoroughly review the appraisal and develop a response. When you present an appraisal to an employee, review the process you went through in developing the appraisal. Also, indicate your willingness to revise the appraisal if the employee can show that performance ratings or comments warrant modification. The goal is to enhance communication between supervisors and employees. You may also wish to provide a copy of any proposed performance standards and ask the employee to prepare comments or suggestions regarding these standards/goals for the up-coming formal review meeting. An acknowledgement must be signed and dated by both the employee and supervisor when formal written performance standards are developed;
- c. Schedule a meeting with the employee in a conference room or private office away from interruptions. During this formal performance appraisal meeting, discuss the draft evaluation, proposed performance standards/goals and seek to gain agreement with the employee regarding his position's responsibilities, direction for the next appraisal period and performance expectations; if changes to an appraisal are needed after meeting with the employee the supervisor may contact Human Resources department for assistance.
- d. After the meeting, incorporate any changes to the appraisal as agreed and resubmit for approval. If no changes are necessary, the employee may electronically comment and sign-off. If the employee has any objection or notes discrepancies, see Section on Performance Appraisal Appeals Process.

6. Performance Appraisal Appeals Process

All employees are allowed at least 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 his/her discretion.

1. The first step in the appeals process is the employee's opportunity to discuss any objections he has with 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.
2. 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

15 calendar days electronically being given an opportunity to electronically sign the appraisal, further appeals will not be granted.

3. 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 his department head with a copy to the Human Resources Director or designee. The department head will have 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 10 calendar days of receipt, or if the appeal is not resolved by the department head to the employee's satisfaction.

4. 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 his 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 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 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 10 working days, the appraisal will be referred to the Deputy General Manager or designee for direction.

F. Performance Pay - Policy and Procedure

1. Policy

Performance appraisals will be coordinated with a pay for performance program. A lump sum payment will be linked to the overall performance appraisal rating and weighted score received. Pay for performance may be made available to high performing employees with an overall performance rating of "Exceeds" or "Greatly Exceeds", regardless of what step of their pay range they are on. Pay for performance distributions will be administered

equitably across each group, as referenced in Section “Distributions” will be paid out by June 30 after the completion of focal point appraisals with each year, subject to the availability of Pay for Performance budget funding.

One goal of the District’s compensation policy is to maintain a compensation plan that provides a framework for rewarding performance based upon a sound evaluation program. This plan will be reevaluated periodically to ensure its applicability and effectiveness to determine whether it should be continued, modified, or discontinued. Human Resources Department will provide to the Compensation Committee an annual report of pay for performance lump sum payments (including respective weighted overall scores of employees) by department within the first quarter following the fiscal year end. The District will meet its legal obligation to meet and confer on any proposed modification or discontinuance of the pay for performance program.

2. Procedure

At the discretion of the Board of Directors, pay for performance budgets may be authorized through the District’s annual budget process. At the discretion of the Board of Directors, all pending and future lump sum payments may be reduced or discontinued indefinitely based on a finding of financial necessity. A finding of financial necessity requires a Board minute order and may be made to avoid or reduce the impact of a potential reduction in force. If Board of Directors has not found a financial necessity through a Board minute order then funds shall remain funded for the current fiscal year. Moreover, if funds are not authorized the District agrees to meet its legal obligation to meet and confer on this issue.

Pay for performance budgets allocate a set amount of funding that District management is authorized to draw upon to recognize high performing employees. District management is not authorized to exceed the Board authorized pay for performance budgets and all unused budget funding remains the sole property of the District. Moreover, unused budget funding does not accrue from year-to-year. Merit step increases are funded separately.

Pools are separated based on the assigned responsibility to complete an employee performance evaluation. For purposes of administering the District’s Pay for Performance program, staff assigned responsibility for completing employee performance evaluations are included in a “Management Pool”. Employees without responsibility to complete performance appraisals are included in an “Employee Pool”. The Management Pool will consist of job classifications with a management role such as directors, managers, supervisors, and leads where incumbents are responsible for completing an employee’s performance appraisal as designated within the District’s Human Resources information system. The “Employee Pool” will consist of employees without responsibility for completing employee performance appraisals.

The General Manager shall have a separate budget, established by the Board of Directors for executive management staff as identified with a '+' under column titled E of Exhibit "A" – Classification of Position of the MOU, Resolution No. 3345, as amended. Funds for this separate pay for performance budget will be determined following the same methodology used for other staff. Only the General Manager may authorize one-time lump sum pay for performance as allowed under this policy. The Board of Directors shall determine a pay for performance one-time lump sum for the General Manager at its sole discretion.

3. Pay for Performance Distribution Eligibility

Effective January 2017, the District will transition to focal point appraisal process. Appraisals will be completed in January to March for the preceding year and pay for performance payments will be distributed by June 30. Employees who separate service prior to April 1 will not be eligible for a pay for performance lump sum payment.

Classification Changes - If an employee moves to a different position, excluding employees demoted as a result of a disciplinary action, the employee will be eligible for pay for performance (\$500 minimum). The distribution will be based on their rating taking into account their performance within the focal point appraisal period.

Under no circumstances is an employee eligible to receive a combined amount of merit and pay for performance lump sum payment which exceeds 10% of their current base pay prior to any merit increase during any single fiscal year.

4. Program Administration ¹⁰

Senior Management is responsible for evaluating the distribution of merit and pay for performance funds as proposed by department heads and designated management staff and to assure fund distributions are consistent with the goals of the pay for performance program, and that Board approved budgets are not exceeded. Such budgets are monitored by the Human Resources Department in coordination with the Finance Department as authorized by the General Manager. Where distributions do not reflect the goals of the pay for performance program, the General Manager has the discretion to impose a forced distribution of performance ratings upon individual departments, branches, or as otherwise appropriate. The General Manager will provide a written explanation of imposed forced distribution to the Union and affected employees prior to implementation.

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 eligible for merit increases based on guidelines noted below.

¹⁰ [Section VII.F.4 amended by Side Letter Agreement dated March 14, 2018](#)

Employees who have promoted into different classifications or reclassified and are below the control point of their new range will be eligible for merit increases at focal point based on eligibility prior to their promotion or reclassification (e.g. employee at step 9 prior to change will only be eligible for one step, employee at control point will be ineligible for any step increase at focal point) per the guidelines noted below based on the effective date of their assignment. Employees receiving a performance rating below Meets Expectations will not be eligible for any merit increases.

Eligibility at Focal Point Rating <i>(if eligible for increase prior to change)</i>		
	Meets Expectations	Exceeds or Greatly Exceeds Expectations
Jan-March <i>of current year</i>	1 step increase <i>(Based on eligibility prior to change)</i>	Up to 2 step increase <i>(Based on eligibility prior to change)</i>
April-July <i>of past year</i>	1 step increase	2 step increase
Aug-Dec <i>of past year</i>	1 step increase	1 step increase

Example:

Assignment Effective	Prior Range/Step	New Assignment Range/Step	FY 17/18 Focal Point Merit Eligibility "Meets"	FY17/18 Focal Point Merit Eligibility "Exceeds" or "Greatly Exceeds"
July 2017	R85/3	86/3	86/4	86/5
December 2017	R85/3	86/3	86/4	86/4
Jan- March 2018	R85/3	86/3	86/4	86/5
	R89/9 <i>(eligible for one step)</i>	91/5	91/6 <i>(eligible for one step)</i>	91/6 <i>(eligible for one step)</i>
	R89/CP <i>(ineligible)</i>	91/6	Ineligible	Ineligible

All regular employees including regular part-time employees and employees successfully completing their initial probationary period are eligible for one of the following types of performance pay (collectively, all such lump sum payments described shall not exceed the Board approved budgets):

- a. Employees below range 97: A merit step increase of one step with an overall performance rating of "Meets Expectations" or two steps with an overall performance rating of "Exceeds Expectations" or "Greatly Exceeds Expectations" is available for all employees below the control

point for their classification's pay range and below range 97. The step increases will be included with the employee's regular base pay going forward. Additionally employees rated "Exceeds Expectations" or "Greatly Exceeds Expectations" are eligible to receive a pay for performance lump sum payment.

- b. Employees at or above Control Point (Y-rated): Employees who are rated "Exceeds Expectations" to "Greatly Exceeds Expectations" on their current annual performance appraisal will be eligible for a pay for performance lump sum payment.
- c. Employees on open ranges (at or above range 97): Employees on open ranges are eligible for merit increases up to the control point of their pay range. Open ranges include range 97 and above. Employees who are rated "Exceeds Expectations" to "Greatly Exceeds Expectations" on their current annual performance appraisal will be eligible for a pay for performance.
- d. Employees at step 9: If an employee on step nine of a pay range earns an overall performance rating of "Greatly Exceeds Expectations" or "Exceeds Expectations," the employee will advance, approximately 2.5% percent, one step, to the control point, and are eligible for a pay for performance lump sum payment.
- e. Employees who are Y-rated: Employees over their control point, Y-rated, who receive an overall performance rating of "Exceeds Expectations" or "Greatly Exceeds Expectations" are eligible for a pay for performance lump sum payment based on their pay range's maximum. These employees are also eligible for a negotiated pay or "cost of living" adjustment in the form of a one-time lump sum payment (based on current y-rated pay level).
- f. Part-time employees - Employees assigned to regular part-time positions who receive an overall performance rating of "Exceeds Expectations" or "Greatly Exceeds Expectations" are eligible for lump sum payments and will receive a pro-rated amount based on their percentage of time worked during their 12-month appraisal period.

The Performance Management Program outlined above is to be followed by all individuals responsible for completing performance appraisals. Part of this program calls for supervisors to supplement their knowledge and critical incident records of an employee's job performance with self-appraisals and peer reviews. This current program supersedes all past practices and policies.

Human Resources Department will review ratings to identify compliance with the Performance Pay policy, and to evaluate the ratings for adverse impact on protected groups. All ratings and proposed merit increases or

lump sum payments are subject to the approval of the General Manager or designee.

Negotiated Pay Increases - The timing and amounts of negotiated pay increases or “cost of living adjustments” are determined by MOU provision of the District’s labor contract. The authorization to implement these agreements is subject to approval by the Board of Directors. The payment of approved negotiated pay increases is independent of performance.

Appeals Process - The existing Performance Appraisal Appeals Process found within this Memorandum of Understanding, will be used to resolve disputes arising from the performance evaluation only.

5. Distribution

The distribution of pay for performance budgets will follow a formulaic approach. This distribution will vary based on available budgets and distribution of overall ratings. The intent is to ensure that P4P lump sum payments result in an equitable distribution not to exceed approved budgets; as illustrated in Table 2. at the end of this section.

Table 2. Pay for Performance Formulaic Distribution

Pay for Performance Formulaic Distribution								
					Budget	\$	18,461	
					Actual Spent	\$	18,461	
					Diff +/-	\$	-	
Employee Name	step,range (separate with comma no spaces) prior to any increases	Annual Salary	Rating	Appraisal Score	Adjusted Score based on rating (greatly exceeds 1.5)	Points= salary X adjusted appraisal score	P4PS adjusted (if under \$500.00, or prorated)	% to annual salary
Employee 1	91,CP	\$ 92,498	Greatly Exceeds	4.83	7.25	670,145	\$ 2,683.58	2.9%
Employee 2	88,CP	\$ 74,485	Greatly Exceeds	4.83	7.25	539,642	\$ 2,160.98	2.9%
Employee 3	88,CP	\$ 74,485	Greatly Exceeds	4.67	7.01	521,766	\$ 2,089.40	2.8%
Employee 4	89,CP	\$ 80,038	Greatly Exceeds	4.67	7.01	560,669	\$ 2,245.18	2.8%
Employee 5	84,9	\$ 57,013	Exceeds	4.50	4.50	256,558	\$ 1,027.38	1.8%
Employee 6	88,CP	\$ 74,485	Exceeds	4.40	4.40	327,733	\$ 1,312.40	1.8%
Employee 7	83,9	\$ 54,330	Exceeds	4.50	4.50	244,483	\$ 979.03	1.8%
Employee 8	88,6	\$ 67,621	Exceeds	4.50	4.50	304,294	\$ 1,218.53	1.8%
Employee 9	84,CP	\$ 58,469	Exceeds	4.50	4.50	263,110	\$ 1,053.61	1.8%
Employee 10	81,3	\$ 42,578	Exceeds	4.33	4.33	184,361	\$ 738.27	1.7%
Employee 11	83,CP	\$ 55,682	Exceeds	4.33	4.33	241,101	\$ 965.48	1.7%
Employee 12	88,CP	\$ 74,485	Exceeds	4.33	4.33	322,519	\$ 1,291.52	1.7%
Employee 13	81,3	\$ 42,578	Exceeds	4.08	4.08	173,717	\$ 695.64	1.6%
Employee 14	83,9	\$ 54,330	Meets	3.99	-	-	\$ -	-
Employee 15	89,9	\$ 78,104	Meets	3.75	-	-	\$ -	-
Employee 16	81,2	\$ 41,579	Meets	3.50	-	-	\$ -	-
				Total eligible pts	0	4,610,098	\$ 18,461.00	
				Budget		\$	18,461	
				Value per point			0.0040	

- a. Points will be calculated for all eligible employees. An employee's overall appraisal score of "Greatly Exceeds Expectations" and "Exceeds Expectations" provides the basis of this calculation.
- b. Employees earning a performance rating of "Greatly Exceeds Expectations" have their performance appraisal score multiplied by a factor of 1.5.
- c. The employee's appraisal score, adjusted if applicable as noted in above, is multiplied by the employee's salary, the salary prior to any increases, resulting in the total number of points for each employee.
- d. All adjusted appraisal points of eligible employees added resulting in a total point pool.
- e. The total point pool is divided by the available budget resulting in a per point value.
- f. The P4P lump sum payment is calculated by taking the employee's adjusted appraisal score multiplied by the per point value.
- g. All employees earning a performance rating of "Exceeds Expectations" or greater will receive a minimum P4P distribution of \$500.

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 his 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 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 his 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. Verbal Abuse Policy

It is the policy of the District that no District employee is required, under any circumstances, to be subjected to verbal abuse. It is not the responsibility of any

employee to continue a verbally abusive conversation with anyone. For the purposes of this policy, verbal abuse is defined as a personally degrading verbal attack, an attack which addresses the individual rather than the problem at hand. Verbal abuse often takes the form of threats, racial remarks, sexual innuendo, profanity and many other personally degrading comments.

Guidelines

1. Tell the other party that you are interested in their problem but will continue the conversation only if they'll address the issue and stop making personal attacks.
2. If the verbal abuse continues, you are encouraged to refer the person to your supervisor.
3. If the person is a co-worker or your supervisor, tell him that you are willing to work with him but you will end the conversation if he doesn't address the issue in a professional manner.
4. If the person continues to verbally attack you, there are a number of actions employees are authorized to take. For example, if you are being verbally abused over the phone by a customer and there is no one available to transfer the call to, you can terminate the call and just hang up. If the other party is in your presence, just walk away.
5. If you are concerned that you are in any physical danger, leave the area immediately.
6. Immediately report all cases of verbal abuse, in writing, to your supervisor, department head, or Assistant General Manager or Deputy General Manager.
7. Do not attempt to counter verbal abuse by engaging in it yourself. That only escalates the problem. Use courtesy and common sense when dealing with others who are abusive.

L. 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 his 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, nine, or ten hours, or more than 40 hours in a seven-day work period shall be overtime work. Work shall be reported in increments of not less than one-half (1/2) hour.

3. Extended Overtime Work

Full-Time, non-exempt employees unexpectedly required to work beyond the normal work shift shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for the additional hours worked. 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 40 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 his employees, with justification for each instance.

5. Reporting Overtime

Total hours of recorded authorized overtime for each pay period for each employee shall be reported on time cards 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 Memorandum of Understanding 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.

M. Release From Work Because of Weather Conditions

Any scheduled employees who report to work are subsequently released by management to go home 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 existing PTO or floating holiday 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.

N. On-The-Job Injury or Illness

Employees with District job 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 90 cumulative days in any 12-month period for any one 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 three month elimination period associated with the District's Long-Term Disability Program whichever occurs first. In the event such three 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 CalPERS and the 401(a) plan 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 balances. There shall be no PTO credit during the time such employee is receiving leave benefits under this Section or recurrent benefits under the District's Long-Term Disability Program. The net amount of the leave payments which the employee will receive from the District pursuant to this Section shall be the involved employee's regular salary less: (1) the amount of workers' compensation insurance payment received; (2) mandatory payroll deduction including Federal and State withholding tax, and CalPERS contributions; and (3) payroll deductions which the employee has previously authorized in writing.

O. Off-The-Job Injury or Illness

Regular status and Probationary status (after two months of continuous employment) Full-Time and Part-Time (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 month elimination period associated with the District's Long-Term Disability Program.

Except for an employee on pregnancy disability leave, once an employee has exhausted all paid leave (i.e., PTO) as a result of a non-work related disability, the District invoices the employee directly for health, dental, vision, and life insurance premiums. If premiums are not paid by the employee, insurance coverage for the employee is terminated. Before a disabled employee may return to work, a "return to work" release from the treating physician must be provided to Human Resources (or to the District's FMLA provider, if applicable).

Two Month Disability - Once an employee has been disabled and off work for 60 days, Human Resources in conjunction with the employee and the treating physician, prepares the long-term disability insurance application forms. The District's long-term disability insurance provider determines if the employee qualifies for benefits.

Three Month Disability or Longer- In the event the injury/illness results in the employee being disabled for 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 the 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 HR 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.

Before a disabled employee may return to work, a "return to work" release from the treating physician must be provided to the HR office on the date the employee returns to the job.

P. Employee Discipline

1. Policy- General Guidelines

It is the policy of Eastern Municipal Water District to maintain an atmosphere of positive motivation and discipline with its employees; to treat all employees fairly; and to administer disciplinary action, when necessary, in a manner that is both fair and corrective.

All employees are expected to conduct themselves in a positive and professional manner in performing their jobs and in their relationships with other employees.

Occasionally situations may arise where individual behavior or work performance does not meet the District's standards as defined in Conditions of Employment Section within this Memorandum of Understanding. Such situations require that supervisors take necessary action to correct the problem at hand. Such corrective discipline will normally be handled on a progressive basis. Progressive discipline may include, where appropriate, counseling, oral reprimands, written reprimands, suspension, temporary or long-term reduction in pay, demotion, or discharge. An employee may request that in lieu of a reduction in pay equivalent to a certain number of days of suspension without pay, they take the days off with no pay. Approval will be at the discretion of the Director of Human Resources, in consultation with the Department Director.

All incidents of employee counseling and verbal reprimands must be documented with a copy to the supervisor's file. All instances of written reprimands, suspensions, reduction in pay, demotions, or discharges will be a part of the employee's personnel file maintained by the Human Resources Department. The employee must sign and receive a copy of the documented disciplinary action. If the employee refuses to sign the disciplinary action, that fact should be noted in writing by the supervisor.

All written notices of proposed disciplinary action (i.e., suspension without pay, reduction in pay, demotion or discharge) will be prepared by the Human Resources Department with final approval by the employee's department head, Assistant General Manager, Deputy General Manager or General Manager. All forms of formal discipline (i.e., written reprimands, suspensions, reductions in pay, demotions, and discharges) must be reviewed by the Director of Human Resources, or designee, before being given to the employee.

All written orders of disciplinary action (i.e., suspension without pay, reduction in pay, demotion or discharge) will be prepared by the Human Resources Department with final approval by the General Manager or designee.

At any point in the progressive discipline process the employee may be represented by anyone of his choosing (i.e., union representative, attorney, another employee, etc.). During any of the progressive discipline steps should an employee request representation; the meeting should be suspended and rescheduled at the earliest time the employee's representation is available.

With the exception of department directors hired subject to an at-will agreement, the Deputy General Manager, Assistant General Managers, and the General Manager, all employees with regular status are subject to the disciplinary procedures contained in this policy.

Employees working in a temporary or initial probationary status may be discharged, demoted, or otherwise disciplined without right to review or appeal at any time, without cause.

This policy shall be implemented through the procedures and specific guidelines, which follow:

2. Corrective Discipline

Disciplinary actions shall be appropriate to the infraction.

a. Implementation of discipline to be successful should be:

- Prompt - initiate personnel investigation within 24 hours in most situations.
- Impartial - all employees should be treated fairly.
- Consistent - similar offenses should be treated in a similar manner.
- Fair - with regard to employee's past record and responsibilities.
- Corrective - intent should be to prevent future problems.
- Given with Advance Warning - employees should know that specific actions or omissions will result in disciplinary action up to and including discharge.
- Followed Through - enforcement is consistent.

Key Factors in Analyzing Disciplinary Problems:

- Seriousness of the problem
- Length of employment
- Frequency and nature of the problem
- Employee's work history
- Mitigating factors
- Degree of orientation, training, or experience previously provided the employee
- Existing disciplinary practices and guidelines
- Implications for other employees
- Management policies
- Safety implications for other employees and/or the general public

3. Common Offenses

Disciplinary action shall be commensurate with the seriousness of the offense and be based upon any of the following:

a. Non-approved leave

An individual being absent from the work place without proper authorization for a period of time less than the normal work day.

b. Non-approved absence without leave

Being absent from the workplace without proper authorization for a full workday or shift. Each occurrence shall be considered a separate offense.

c. Discourtesy to the public, a supervisor, or another employee

Verbal or physical conduct that displays or exhibits a lack of respect to members of the public, a supervisor or another employee.

d. Failure to follow directions or procedures

Failure of an individual to follow a specific direction given or a known and routine procedure in the course of his duties without willful intent where such direction or procedures involve minor or routine matters.

e. Failure to perform assigned work

The failure to perform work assigned or required in the accomplishment of job duties in a timely manner.

f. Improper political activity

Use of District time or materials to promote a specific political position or candidate.

g. Loss of minor equipment through neglect

To misplace or lose minor District equipment through negligence or lack of safeguarding same. Minor equipment is defined as that equipment valued at \$999.99 or less.

h. Misuse of District time

The use of District time for activities inappropriate in the work place (i.e., horseplay, loafing, creating disruption between employees, etc.)

i. Misuse or damage of District property or equipment

The use of District property or equipment for purposes not intended, or in such a manner for which the equipment is not designed, or which is unsafe; or damage to property or equipment due to negligence.

- j. Conducting non-District related activities on District time
The conduct of non-District related activities on District time to the extent it interferes with the performance of assigned duties.
- k. Tardiness
Failure to report to work or return from breaks or meals at scheduled times.
- l. Untruthfulness
Providing false information or withholding accurate and complete information from a supervisor when such information would be routinely provided as a function of normal job duties or as specifically requested.
- m. Possession of an open alcoholic beverage container or use during the working hours
The possession of an open alcoholic beverage container or use of alcohol during working hours or on District property.
- n. Violation of District rules and regulations, policies, and procedures except for unauthorized use of District vehicles
See District policies, rules, and ordinances for specifics.
- o. Violation of federal, state or local laws
The conviction of minor infractions and misdemeanors committed while on duty.
- p. Chronic absenteeism/tardiness
Frequent and continuous unscheduled absences of an individual for reasons other than absences resulting from on-the-job injuries, where such continuous absences substantially reduce the reliability and dependability of the individual to perform his assigned duties, and where they exceed the established standards of the organization.
- q. Conviction of an act defined as a felony
To be convicted of committing an act which is defined as a felony under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.
- r. Conviction of an act defined as a misdemeanor involving moral turpitude
To be convicted of an act which is defined as a misdemeanor involving moral turpitude under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

- s. Falsifying official reports
An intentional presentation of inaccurate, incomplete, or false data on any report or other work product. Those reports which have a legal status (i.e., police reports, official statements, etc.) shall be considered a more serious category within this offense.
- t. Fraud in securing and/or maintaining employment
To falsify any information provided or to be misleading by the information provided, including omissions, in an attempt to gain, secure, or maintain employment with Eastern Municipal Water District.
- u. Illegal drug possession or use
The possession or use of any illegal drug.
- v. Selling or dispersion of drugs
The attempt, intent, or actual sale or dispersion of drugs to another individual.
- w. Working under the influence of an intoxicating substance
Being on District property or operating District vehicles or equipment while under the influence of an intoxicating substance, which includes but is not limited to, alcohol or any other drug, glue, paint thinner, etc., which causes substantial impairment of motor or mental abilities.
- x. Improper conduct toward the public
To act in an insulting, provocative, intimidating or flagrantly discourteous manner toward any member of the public.
- y. Inexcusable neglect of duty
To perform a duty or act in a negligent manner or to fail to perform assigned or known duties and obligations which are critical in nature.
- z. Insubordination
Actions by an individual which clearly and obviously indicate a resistance or defiance of a Supervisor's authority or clearly treat the Supervisor with disrespect, including the use of obscene or threatening language or acting in a violent or intimidating manner.
- aa. Loss of major equipment through neglect
Loss of major equipment through a negligent act or failure to safeguard said equipment. Major equipment is defined as that equipment valued at \$1000 or more.

bb. Physical assault or battery

To physically intimidate or attack another individual through the use or intended use of force.

cc. Sexual harassment

See District Policy Statement

dd. Theft

The theft of District property or property of another individual.

ee. Willful disobedience

The intentional and willful failure of an individual to follow specific verbal or written directions or instructions of a supervisor.

ff. Vehicle accident

A vehicle accident involving District equipment in which the investigating law enforcement agency determines the employee was at fault, and where the resulting damage was minor or major in nature.

gg. Violation of a District safety regulation

The violation of any of the regulations specified in the EMWD Safety Ordinance 49, as amended.

hh. Violation of traffic laws

See Ordinance No. 49 as amended.

ii. At fault major accident including driver or second party injury - Same as 32), but the accident results in injury.

jj. Carelessness or neglect that results in a safety or health hazard to another employee or the public

kk. Failure to carry out responsibilities and/or authority as set forth in Safety Ordinance

Any inappropriate action or failure to act in accordance with an employee's responsibilities and/or authority as set forth in the EMWD Safety Ordinance 49, as amended.

ll. Failure to maintain minimum job requirements

The failure to maintain required skills, abilities and certifications as stipulated in official District job description for the employee's classification.

mm. Incompetence

The inability to meet the standards of performance established for the position held due to lack of skills, knowledge, or ability.

nn. Physical or mental disability

The presence of some physical or mental disability, as determined by an authorized medical physician, that prohibits or interferes with an individual's ability to successfully achieve the established standards of job performance or to perform the essential duties of the position. Based on the employee's disability, full consideration will be given by the District to reasonably accommodate the employee.

4. Types of Disciplinary Actions

- a) Counseling
- b) Oral Reprimand
- c) Written Reprimand
- d) Suspension Without Pay for 5 Days or Less
- e) Suspension Without Pay in Excess of 5 Days
- f) Reduction in Pay
- g) Demotion
- h) Discharge

5. Procedural Guidelines for Disciplinary Actions

Disciplinary action involving counseling, oral reprimand, or written reprimand does not require that the employee be given a right to a hearing but, nevertheless, the employee is entitled to be apprised of the action, given the reasons for that action, given a copy of any supporting documentation, and given a meaningful chance to respond to the action, either orally or in writing, by explaining his side of the story.

Informal Discipline

a. Counseling

This step in the progressive disciplinary process includes any informal discussion with an employee designed to assist the employee to fully develop skills and abilities. When there is a disciplinary problem, counseling is usually the first action taken to assist the employee in clarifying and resolving the problem. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, or seek information. It is especially important that this step be taken promptly to avoid the need to escalate the disciplinary action.

Counseling is usually done by the immediate supervisor, but may be done by any departmental supervisory staff up to and including the department head. At any point in the progressive disciplinary process should the employee request representation, the meeting should be suspended and

rescheduled at the earliest time the employee's representation is available.

The Counseling Interview

Before the interview-Investigate the incident or situation. Be sure you have all the facts.

Arrange to talk to the employee in private.

1. During the interview

Specifically state the problem and the required change in performance.

Give the employee a chance to respond, and listen to what the employee has to say.

2. After the interview

Document that a counseling interview has taken place. The documentation should include the time, date, and the contents of the interview. The written summary of the interview is to be retained by the department in the supervisor's file.

No record is placed in the employee's permanent personnel file. The employee should sign and be given a copy for his information (See sample).

3. Follow-up to the interview

If the employee corrects the situation or if there is no recurrence of the problem, be sure to acknowledge that fact to the employee. If there is a recurrence, or the problem persists, you may try additional counseling sessions or proceed to an oral reprimand.

- b. Oral Reprimand

Oral reprimands should be given by supervisors when counseling has failed to produce the desired changes. The supervisor should follow the same procedures as in the counseling interview, but must also inform the employee that an oral reprimand is being given.

An oral reprimand may be given by the immediate supervisor or any departmental supervisory staff up to and including the department head.

1. Before the meeting

Investigate the situation or problem. Be sure you have all the facts.

Review the situation and the employee's record to make sure the action you are taking is appropriate.

2. During the meeting

Specifically state the problem and what must be done to correct it.

Ask for the employee's comments, and listen to the responses.

Let the employee know the consequences if the problem continues or recurs.

Advise the employee that for record keeping only, you are making a brief notation of the meeting, including the employee's responses, if any, and the record will be retained in the supervisor's file. (See sample)

3. After the meeting

If the employee corrects the situation or if there is no recurrence of the problem, be sure to acknowledge that fact to the employee.

If there is a recurrence, or the problem persists, you must either issue another oral reprimand or proceed to a written reprimand.

4. Disposition of the oral reprimand

A copy is given to the employee.

A copy is retained in the supervisor's file.

Formal Discipline

a) Written Reprimand (see sample)

If counseling and oral reprimands have failed to resolve a problem, a written reprimand is the next step in progressive disciplinary action.

A written reprimand is a formal notice to the employee that further disciplinary action may be taken unless performance or behavior improves.

A written reprimand may be presented by any supervisor up to and including the department head.

The contents of the written reprimand are essentially the same as that of the oral reprimand. The employee is advised in writing of the consequences of failing to improve performance or behavior. The reprimand should contain the following:

- What occurred.
- Date and time.
- Specific rule or policy broken or violated.
- Reference to previous conversations and oral reprimands regarding the problem.
- What the employee is directed to do to correct the situation. Be specific and give a definite time limit if appropriate.

1. Before the meeting (steps)
 1. Investigate the incident, review notes, oral reprimands, and other essential materials.
 2. Make a short agenda of the meeting.
 3. Arrange to speak to the employee in private.
 4. Advise the employee that the intent of the meeting is for the purpose of disciplinary action.

2. During the meeting
 1. Review previous counseling and oral reprimands.
 2. Present the written reprimand.
 3. Specifically state the problem and the required change in performance.
 4. Provide an opportunity for the employee to respond.
 5. Unless the explanation indicates otherwise, state that a written reprimand will be placed in the employee's file in the Human Resources Department.
 6. Confirm that the employee understands the required changes.
 7. State that failure to improve may result in more serious disciplinary action, up to and including discharge.
 8. Give the employee an opportunity to review the reprimand and to sign or initial indicating he has seen it, and to file a written response to the charges within a reasonable time.

3. Disposition of the Written Reprimand
 1. A copy is given to the employee.
 2. A copy is retained by the supervisor.
 3. A copy is filed in the employee's permanent personnel file in the Human Resources Department, along with any written response filed by the employee.

6. Due Process

Discipline as set forth below, which is punitive in nature or may result in financial detriment to the employee requires that due process be observed before the action is taken. Due process requires that the employee be given notice of the proposed action, be given a copy of the charges or reasons upon which the proposed action is based, be given copies of any written materials

supporting the charges, and be advised of his right to a meeting with his Deputy General Manager or Assistant General Manager on the charges/reasons before the action is taken. It should be noted, however, that an employee may be suspended with pay at the time a Notice of Proposed Disciplinary Action (as set forth below) is delivered to him and that said suspension may remain in effect pending completion of the disciplinary proceeding. The following are considered to be the forms of discipline requiring due process:

a. Suspension Without Pay

This form of discipline normally would be the next step where counseling and reprimands have failed to achieve correction of unacceptable behavior, although it may be used as a first form of discipline for some offenses. This action shall only be initiated upon the department head's review and approval in consultation with the Director of Human Resources or designee. An employee may be put on Administrative Leave with pay where the employee's continued presence constitutes a danger to the safety of the employee or others in the opinion of his supervisor or in the opinion of any superior in the chain of command above his supervisor.

Procedure

Before Suspension

- Investigate the incident or situation. Be sure of all the facts.
- Review the action you are taking to make sure it is appropriate to the situation.
- Discuss the recommendation and the reasons for it with your immediate supervisor.

Preparation of the Notice of Suspension Without Pay

- State the duration and the effective dates of the suspension, including starting and ending dates and times.
- State the reason for the proposed suspension. Be specific.
- Give a summary of prior disciplinary action taken for the same or related offenses by the employee.
- Advise the employee that he may respond within a reasonable period of time if it is felt the action is not appropriate.
- Copies of any documents, which support the proposed action, must be attached to the Notice of Proposed Suspension Without Pay.

Distribution of the Notice

The original signed Notice of Proposed Suspension Without Pay shall be hand delivered by the Human Resources Department to the employee and the date and time of delivery noted on the copy which shall be signed by the employee, signed by the person delivering the original and retained by the Human Resources Department. If personal delivery on the employee cannot be obtained for any reason, the Notice should be sent by certified mail with a request for return receipt made.

The copy of the Notice shall be placed in the employee's personnel file.

b. Demotion or Reduction in Pay

Demotion to a position with a lower salary range or a reduction in pay to a lower paying salary step shall be used primarily in response to an employee's failure to maintain minimum job requirements, incompetence or an inability to perform the essential duties of a position. It may also be used, however, for any form of misconduct; such action shall only be proposed after review and approval by the employee's department head in consultation with the Director of Human Resources/Risk Management, or designee, and finalized as a written order of discipline approved by the General Manager or designee.

c. Discharge

Action to permanently terminate an employee's employment with the District shall only be proposed after review and approval by the employee's department head in consultation with the Director of Human Resources, or designee, and finalized as a written order of discipline approved by the General Manager or designee.

d. Pre-Disciplinary Due Process

When a recommendation that discipline of a punitive nature or that will or may result in financial detriment to the employee be imposed has been approved by the employee's department head, Deputy General Manager, Assistant General Manager, or General Manager, Notice of Proposed Disciplinary Action shall be prepared and delivered to the employee at least five (5) working days (counting the day of delivery as the first day) before the proposed disciplinary action will become effective.

Contents - The Notice of Proposed Disciplinary Action shall include the following information:

- A description of the disciplinary action proposed to be taken;

- The date on which that action will become effective (if known) which shall be no sooner than the beginning of the sixth (6th) working day after delivery of the Notice, counting the day of delivery as the first day;
 - A statement of the charge(s) upon which the proposed action is based, including a reference to or description of the specific District rule or policy violated;
 - A statement that the employee has a right to meet with his Deputy General Manager, Assistant General Manager, or designee, to respond to the charges either orally or in writing at any time before the proposed disciplinary action is to become effective if the employee feels the proposed action is not appropriate (this right is separate from the right to request a hearing); In cases where the employee's department head reports directly to the General Manager, the General Manager may designate an available Assistant General Manager or the Deputy General Manager to hear an employee's response to the charges.
- e. Order of Discipline - On the sixth day after Notice of Proposed Disciplinary Action is served, it will become effective unless the proposed action is modified or rescinded as a result of consideration of the employee's oral or written response per Subparagraph (iv.) above, if any:

Contents - The Order of Disciplinary Action shall include the following information:

- A description of the disciplinary action being taken;
- The date on which that action will become effective;
- A statement of the charge(s) upon which the proposed action is based, including a reference to or description of the specific District rule or policy violated;
- A statement that the employee has the right to a hearing on the charge(s), exercisable by filing a written request for hearing, dated and signed by the employee, with the Human Resources Department before 5:00 P.M. on the 5th working day after the Order is delivered to the employee (counting the day of delivery as the first day);
- A statement that the employee requesting a hearing is entitled to be represented at the hearing by an attorney, by a Union Representative or by anyone else of his choosing;

- A statement that in the absence of a timely written request for hearing, all rights to a hearing are waived.

f. The Post-Disciplinary Hearing

- I. Voluntary Resignation - At any time during the disciplinary process, the District will accept a written resignation from the employee.
- II. Disciplinary Review Committee - The hearing shall be conducted by the Disciplinary Review Committee (DRC) composed of two Assistant General Managers or their designees, and one union designated employee. The Assistant General Manager directly involved in the disciplinary action being heard by the Committee will be excluded and an alternative member not involved in the proposed action shall be designated by the remaining DRC members. The Director of Human Resources or designee will serve in an advisory capacity to the Committee in matters of procedure and will be in attendance at all hearings to ensure that the Committee's recommendations to the General Manager or designee are properly documented. When the parties are represented by legal counsel, the Committee may also have legal counsel to advise the Committee.

Should the employee wish to request a mutually acceptable third party mediator in lieu of a review by the DRC, and when approved by the Union, the costs of the third party mediator will be borne entirely by the Union.

The Union and District may by mutual agreement select a mediator to serve as a hearing officer. In lieu of mutual agreement, the California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the District and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternatively strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

- III. Format for Hearing - The Hearing shall be closed to members of the public unless the employee requests that it be an open hearing. The Hearing shall be conducted in substantially the following manner:
 1. The case in support of the disciplinary action shall be first presented by the department head initiating the disciplinary

action or his designated representative. The employee's case in response shall then be presented followed by rebuttal evidence on behalf of the District, if any, followed by rebuttal evidence on behalf of the employee, if any; at that point, the matter will be deemed submitted for decision.

2. Oral evidence shall be taken only on oath or affirmation;
 3. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, and to impeach any witness regardless of which party first called the witness to testify. The foregoing notwithstanding, if the employee does not testify on his own behalf, he may not be called and examined on behalf of the District.
- IV. Committee/Mediator Recommendation - After the case has been submitted and after examining the facts and weighing the responses from all parties involved, the DRC Committee will, by majority vote, reach a decision and make a written recommendation to the General Manager or designee regarding the disciplinary action within two working days of the conclusion of the Hearing. Said recommendation may support the disciplinary action, or recommend that said action be rescinded; the Committee cannot at that point recommend that a more severe form of discipline be imposed. Any member of the DRC Committee not agreeing with the majority vote may write a dissenting opinion and submit that written opinion to the General Manager or designee, along with the committee's recommendation regarding the disciplinary action, within two working days of the conclusion of the hearing. If a third party mediator was used, a written recommendation from the mediator will be submitted to the General Manager or designee. The General Manager or designee shall make a determination after review of the recommendation and report submitted by the DRC Committee/mediator within a reasonable period of time. The General Manager or designee may take any of the following actions after receiving the recommendations of the DRC Committee/mediator: 1) He may follow the recommendation of the Committee/mediator; 2) He may refuse to follow said recommendation and uphold the Order of Discipline; or 3) He may modify the recommendation in any way that he determines to be warranted and does not impose a greater form of discipline than that found in the Order of Discipline.

V. Notice of Decision -The General Manager or designee will advise the Director of Human Resources, or designee, of the General Manager's or designee's decision, and the latter shall then prepare a Notice of Findings and implement authorized changes, if any.

VI. Emergencies

Under emergency circumstances, an employee may be removed or ordered from the work place without following the procedures for due process outlined above and be placed on administrative leave if in the opinion of the employee's department head or other superior officer, the continued presence of the employee gives rise to a risk of harm to the employee or to others. In such case, the employee's department head shall document the circumstances which give rise to said risk of harm. After the emergency has passed and in the event that disciplinary action against the employee is to be pursued, the guidelines for disciplinary action set forth above shall be followed.

VII. Removal of Documentation Regarding Disciplinary Actions from Personnel File

An employee may request the removal of any and all documentation regarding disciplinary action from the employee's file by submitting a request for removal in writing to the Director of Human Resources, or designee. Such a request shall not be accepted until on or after the anniversary of the date disciplinary action was imposed.

The Director of Human Resources, or designee, will review the request with the appropriate department head and Deputy General Manager or Assistant General Manager. The documentation relating to disciplinary action will only be removed from the employee's main personnel file with the approval of the involved department head and Deputy General Manager or Assistant General Manager who shall make said decision after considering the age and severity of the discipline, subsequent recurrences of the misconduct, if any, and overall work performance and behavior. If approved, the items removed will be placed in a separate "incident" file which may only be accessed by Human Resources staff with the approval of the Director of Human Resources, but may be used in subsequent disciplinary actions, should they occur.

- VIII. Sample Memo and Reprimands - The same form may be used for Counseling and Oral Reprimand
- IX. Counseling Interview Memorandum - Used to clarify verbal agreements and possible behavior changes between a supervisor and an employee.
- X. Oral Reprimand - To provide both supervisor and employee with a permanent record of a specific violation. This does not become a part of the employee's permanent personnel file.

ORAL COUNSELING	
To:	Employee No :
From:	
Date of Oral Counseling :	Click here to enter a date.
Reason for Choose an item.:	
<i>*This does not become a part of the employee's permanent personnel file. Record will be retained in the supervisor's file unless the offenses become part of due process, requiring written materials to be provided.</i>	
This memo is documentation of our conversation on the date and for the offense(s) noted above. <u>During the conference the following items were discussed:</u>	
<u>During the conference, I offered you the following assistance and guidance:</u> <i>(Note what assistance you have provided or are offering to provide.)</i>	
<u>Corrective Instructions Given:</u> <i>Note what the employee is expected to do to correct the offense(s) noted. Note what the employee has agreed to do to correct the situation.</i>	
Failure to correct these deficiencies may result in additional disciplinary action up to and including discharge.	
Name and Title of Supervisor	Date

Signature	
Has this issue been discussed with the employee previously? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date(s) of previous counseling(s): _____	
<u>Employee Response:</u>	
I have read this Oral Counseling and understand that additional occurrences of similar nature may lead to further disciplinary action. I have received a copy of this report and my signature does not necessarily indicate agreement.	
Employee Signature	Date

- XI. Written Reprimand- A copy of is filed in the employee’s permanent personnel file in the Human Resources Department, along with any written response filed by the employee.

WRITTEN REPRIMAND

TO: Employee Name Employee No :
 FROM: Supervisor Name
 DATE OF REPRIMAND: Click here to enter a date.
 REASON FOR REPRIMAND:

A copy of this record is filed in the employee's permanent personnel file in the Human Resources Management Department, along with any written response filed by the employee.

This memo is documentation of our conversation on the date and for the offense(s) noted above.

Describe in detail the circumstances that necessitate this action. Provide background information of the specific incident(s). State what you discussed with the employee.

I have offered you the following assistance and guidance:
Note what assistance you have provided or are offering to provide.

Corrective Instructions Given:
Note what the employee is expected to do to correct the offense(s) noted. Note what the employee has agreed to do to correct the situation.

Failure to correct these deficiencies may result in additional disciplinary action up to and including discharge.

_____ _____
Name and Title of Supervisor **Date**

Signature
 Has this issue been discussed with the employee previously? Yes No
 Date(s) of previous counseling(s):
 Date(s) of previous verbal reprimand(s):

Employee Response:

I have read this **reprimand** and understand that additional occurrences of similar nature may lead to further disciplinary action. I have received a copy of this report and my signature does not necessarily indicate agreement.

Employee Signature **Date**

Q. 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 reduction in force. However, it will exercise that right in coordination and consultation with the formally recognized employee organization. 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 anticipated number of positions, classifications, and seniority list of employees. The formally recognized employee organization 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 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 he/she 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/Risk Management (HRM) 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 reduction in force.
- b. Before any reduction in the work force 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. Reductions in force 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 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 12 months of time off for Worker's Compensation, but excluding leave without pay that exceeds 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, 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 formally recognized employee organization 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 he/she is 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 RIFed employee exercising his/her "bumping" rights. Additionally, any vacant position for which the RIFed 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 Memorandum of Understanding, 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 District 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 his/her options for "bumping". The affected employee will then have three working days to notify Human Resources in writing whether he/she 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 formally recognized employee organization the names of those employees requesting to exercise their "bumping" rights.
- m. During the first two 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 HRM advised of his or her 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 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 stricken from the reinstatement list.

- o. Human Resources will maintain a list of all separated employees and provide a copy to the formally recognized employee organization.
- 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 (DMV printout) 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 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 reduction in force 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, work books, audio tapes, and other resources that will aid separated employees in searching for other employment.

R. Resignation

Employees are expected to give at least a two 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.

S. 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.

T. 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 Memorandum of Understanding.

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.

EMWD embraces excellence in all facets of our business:

- **Innovation:** We will creatively seek to improve the services we provide.
- **Responsibility:** We will be accountable for our conduct in serving our customers, employees and community.
- **Safety:** We will ensure individual safety and the safety of our co-workers and the public, without compromise.
- **Integrity:** We will be honest and ethical in all of our interactions.
- **Community:** We will be actively engaged in promoting prosperity, environmental values and public health in the communities we serve.
- **Respect:** We will be considerate, aware and caring.
- **Leadership:** We will take a proactive industry-leading role in water management, wastewater treatment and renewable resources.
- **Transparency:** We will ensure the decisions and investments we make are clearly communicated and easily understood.

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 his or her 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, moneys, 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.

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 his or her 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 him or her in his or her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his or her official participation.
- 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 the District projects.

In no event shall any officer or employee, required to file an annual Conflict or Interest Statement of Economic Interest, 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 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 his/her 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 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;*]

Soliciting Political Contributions

Officers and employees are prohibited from soliciting political funds or contributions at the 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 employee shall receive ethics training and training on appropriate District polices (i.e., gifts, retaliation, discrimination, harassment, etc.,) during the first year of hire and refresher training every two 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.

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:

- a. Supplemental Group Life Insurance;
- b. Deferred Compensation;
- c. EMWD 401 a) Program;
- d. Altura Credit Union;
- e. IBEW Local 1436 dues, if any;
- f. United Way of Hemet-San Jacinto Valley; and,
- g. 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 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 MOU

This MOU shall become effective as of July 24, 2016 and shall remain in full force and effect through December 31, 2019. This latter date shall thereafter, until otherwise changed, constitute the anniversary date of this MOU. Thereafter, this MOU will automatically be extended for one year periods following each anniversary date, however, either the District or the Union may serve written notice to the other of its desire to terminate or amend this MOU no less than 90 calendar days prior to an anniversary date. Following the giving of such notice, this MOU shall expire on the next anniversary date, unless otherwise extended by mutual agreement of the parties.

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

By AUTHORIZED SIGNATURE ON FILE
Paul D. Jones II, P.E.
District Employee Relations Officer

ATTEST:

By AUTHORIZED SIGNATURE ON FILE
Sheila Zelaya
Board Secretary

IBEW Local 1436 (Union)

By AUTHORIZED SIGNATURE ON FILE
Robin A. Clayton
Business Manager/President