

**RESOLUTION NO. 2023-24**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE YORBA LINDA WATER DISTRICT  
ADOPTING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DISTRICT AND THE YORBA LINDA WATER DISTRICT  
EMPLOYEES ASSOCIATION FOR FISCAL YEARS 2024-2025**

**WHEREAS,** the representatives of the Board of Directors of the Yorba Linda Water District have met and conferred with duly authorized representatives of the Yorba Linda Water District Employees Association to make adjustments to the terms and conditions of employment; and

**WHEREAS,** a Memorandum of Understanding prepared by said representatives has been presented to the Board of Directors for approval; and

**WHEREAS,** a majority of the Association members voted to approve the Memorandum of Understanding.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the Yorba Linda Water District as follows:

**SECTION 1.** The Memorandum of Understanding between the District and the Yorba Linda Water District Employees Association for Fiscal Years 2024-2025 attached hereto and by this reference incorporated herein, shall be adopted and effective July 1, 2023.

**SECTION 2.** The General Manager is hereby authorized to execute said Memorandum of Understanding.

**SECTION 3.** Effective July 1, 2023 Resolution Nos. 18-10, 18-16, 18-28, 18-34, 2019-03, 2019-21, 2020-07, 2021-05, 2021-11, 2021-13, 2021-34, 2022-24, 2023-06 are hereby rescinded.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of August 2023 by the following called vote:

AYES: Directors Barbre, DesRoches, Lindsey, and Miller  
NOES: None  
ABSTAIN: None  
ABSENT: Director Hawkins



Brett R. Barbre, President  
Yorba Linda Water District

ATTEST:



Annie Alexander, Board Secretary  
Yorba Linda Water District

Reviewed as to form by General Counsel:



Andrew B. Gagen, Esq.  
Kidman Gagen Law LLP





**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**YORBA LINDA WATER DISTRICT**

**AND**

**YORBA LINDA WATER DISTRICT EMPLOYEES ASSOCIATION**

**JULY 1, 2023 THROUGH JUNE 30, 2025**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YORBA LINDA WATER DISTRICT  
AND  
YORBA LINDA WATER DISTRICT EMPLOYEES ASSOCIATION  
JULY 1, 2023 THROUGH JUNE 30, 2025**

In accordance with the provisions of the Meyers-Milias Brown Act, California Government Code section 3500, et seq., and the Yorba Linda Water District Employee-Employer Relations Resolution (“EERR”), representatives of Yorba Linda Water District (“District”) and the Yorba Linda Water District Employees Association (“Association”) have met and conferred in good faith and have reached agreement on salaries, wages, hours, and other terms and conditions of employment, as set forth below in this memorandum of understanding (“MOU”), which shall be effective July 1, 2023, unless otherwise noted, through June 30, 2025.

**ARTICLE I – MANAGEMENT RIGHTS**

**Section 1.01 – General**

All rights not clearly and expressly limited by this MOU are expressly reserved to the District. The express provisions of this MOU constitute the only limitations upon the District’s rights to determine, implement, supplement, change, modify, or discontinue in whole or in part any term or condition of employment or adopt any policy, rule, regulation or practice as the District deems fit or appropriate, provided however, that the District shall meet and confer, to the extent required by law, regarding the impact of its exercise of such rights.

**ARTICLE II – RECOGNITION**

**Section 2.01 – General**

The District recognizes the Association as the exclusive bargaining representative for the bargaining unit classifications enumerated in District’s Job Classifications and Salary Schedule identified by Group “BU” and specifically excludes professional, confidential, and management positions. Provisions of the MOU also exclude part-time, temporary, limited term, contract or intern personnel unless specifically noted in this MOU, District Policy or individual contract.

**Section 2.02 – Association Membership and Dues**

When the District is notified by a Board member of the Bargaining Unit that an employee has elected to join the Association, the District shall begin the applicable deduction of Association dues no later than the beginning of the first pay period commencing after receipt of the notice to the Human Resources Department.

Payment of dues are automatically deducted from an employee's paycheck and submitted to the Association. The Association shall be fully responsible for expending funds received under this provision consistent with all legal requirements for expenditures of employee dues which are applicable to public sector labor organizations. The Association 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 this provision.

### Section 2.03 – New Employees

The District will notify the Association of the hiring of any new employee within the bargaining unit within ten (10) calendar days prior to the employee's start date, if reasonably foreseeable. The District will provide the Association with the name, classification title, department, work location, home address (if available), personal email address (if available), work phone, personal cell phone (if available) and home phone number (if available) on file with the District of the new employee within thirty (30) calendar days after hiring the employee. In addition, the District will provide the employee a copy of this MOU. The Association will have the opportunity to meet with new employees for at least 15 minutes during the New Employee Orientation.

### Section 2.04 – Current Employees

The District shall provide via email to the Association a quarterly list of all employees in the bargaining unit, including name, classification title, department, work location, home address (if available), personal email address (if available), work phone, personal cell phone (if available) and home phone number (if available) on file with the District.

## ARTICLE III – DEFINITIONS

### Section 3.01 – Definitions

The following terms as used in this MOU shall, unless the context clearly indicates otherwise, have the respective meanings described below:

**CLASSIFICATION:** All positions sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under common title and the application of common standards of selection, transfer, promotion and salary.

**CONTINUOUS SERVICE:** The service of an employee in a payroll status without interruption except for authorized leave(s) of absence from date of hire.

**DAY:** One calendar day, unless expressly noted otherwise.

**DEMOTION:** The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary grade.



**DEPARTMENT HEAD:** One who functions directly under the authority of the General Manager and Assistant General Manager, has direct responsibility for a particular department or major function, and manages its staff, policies and budget.

**DISCIPLINARY ACTION:** The discharge, demotion, reduction of pay, suspension, or the issuance of a written reprimand or formal warning. A performance evaluation is not a disciplinary action, regardless of the rating.

**ELIGIBLE:** A person whose name is on an employment list, promotional list or reemployment list.

**EMPLOYEE:** An individual within a classification included in District's Job Classifications and Salary Schedule identified by Group "BU". Regardless of duties, anybody whom the District deems an independent contractor or volunteer shall not be considered an "employee" for purposes of this MOU.

**EMPLOYMENT LIST:**

- A. Eligibility List -- A list of candidates who have qualified in an examination open to all qualified individuals and who are eligible for appointment.
- B. Promotional -- A list of candidates who have qualified in an examination open only to qualified District employees and who are eligible for appointment.
- C. Reemployment -- A list of former employees who have been laid off and who are eligible for reemployment in their former classification or in a comparable classification carrying the same or lower maximum rate of pay.
- D. Reinstatement -- A list of former employees who resigned from the District in good standing and who are eligible for reinstatement to their former classification carrying the same or lower maximum rate of pay.

**EXEMPT EMPLOYEE:** An employee who is exempt from the overtime payment provisions of FLSA.

**FAIR LABOR STANDARDS ACT (FLSA):** The Federal Law which guarantees non-exempt employees pay at one and one-half (1½) times the employee's regular rate of pay for working overtime.

**FISCAL YEAR:** A twelve month period from July 1 to June 30 in which the District plans, budgets, appropriates and expends its funds.

**FULL-TIME POSITION:** A position requiring the incumbent to work forty hours or more per week.

**GRIEVANCE:** A claim by a regular employee that the District has violated, misrepresented or misapplied an obligation to the employee, as expressed in the Memorandum of Understanding or other administrative rules, policy, procedures or regulations. Disciplinary actions, the content of performance evaluations, failure of probation, merit increases, reclassification, layoff, transfer or challenges to examinations or appointment are not subject to the grievance procedure. The grievance procedure shall not be used to establish new policies or change any existing rules.

**GRIEVANCE PROCEDURE:** The process by which the validity of a grievance is determined.

**IMMEDIATE FAMILY:** Employee's spouse, domestic partner, parents, children (stepchildren,) foster children, sisters, brothers, grandparents, grandchildren, mother-in-law, father-in-law.

**LAYOFF:** Termination of employment due to elimination of position because of lack of work or lack of available funding, reorganization or an action deemed by the Board to be in the public interest.

**LEAVE OF ABSENCE:** Permission to be absent from work for a specified purpose, with the right to return before or upon the expiration of the leave period.

**MERIT INCREASE:** An increase in the base pay rate of an employee from their current Step to a higher Step in the salary Range established for their classification. The amount of the merit increase is awarded based on the employee's overall performance rating as documented on the Performance Appraisal, not on longevity.

**NON-EXEMPT EMPLOYEE:** An employee who is covered by the overtime provisions of FLSA.

**OVERTIME:** The time which an exempt or a non-exempt employee is required or permitted to work beyond forty hours in a 7 day work period. Non-exempt employees receive at least one and one-half pay for the hours worked. Exempt non-management employees receive an hour of pay for each hour worked.

**PART-TIME POSITION:** A position requiring the incumbent to work less than forty (40) hours per week. Employees working less than thirty (30) hours per week serve at the will of the General Manager, and may be terminated without cause or without hearing or right of appeal. Employees working thirty (30) hours or more may receive some benefits.

**POSITION:** A combination of duties assigned to be performed by one person.

**PROBATIONARY EMPLOYEE:** An employee whose regular status is contingent upon successful completion of a prescribed period of observation to determine that the employee possesses the ability to perform the duties of the position. The original probationary period is a 12 month working test period and the promotional probationary period is a 6 month working test period, during which an employee is required to demonstrate their ability to perform the duties of their position.

**PROMOTION:** The movement of an employee from one classification to another classification with a higher rate of pay.

**RECLASSIFICATION:** The reassignment of a position from one classification title or grade to a different classification title or grade in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position in question.

**REGULAR FULL TIME EMPLOYEE/REGULAR PART TIME EMPLOYEE:** An employee who has completed the Probationary Period and is occupying a position established on a continuing basis, as distinct from temporary employees who serve on a seasonal or intermittent basis. A regular part time employee works thirty hours or more and has completed probation.

**SALARY SCHEDULE:** An annual listing of the minimum through maximum salary grades of pay for all defined District classifications, as prepared by the General Manager and adopted by the Board of Directors.

**SENIORITY:** Seniority is defined as the length of continuous service in the employee's present classification or in higher or equal classification regardless of the department to which assigned.

**SEPARATION:** The separation of an employee from District service because of retirement, resignation, termination, permanent disability, dismissal or death.

**STEP:** The various increments of a salary range, from minimum to maximum, authorized for the subject classification.

**SUSPENSION:** An involuntary absence imposed by the General Manager for disciplinary purposes or pending investigation or charges.

**TEMPORARY EMPLOYEE:** An employee in a position that is intended to be occupied on less than a year-round basis including, but not limited to the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; vacation relief, paid sick leave or other situations involving a fluctuating staff. Ordinarily, such positions shall not be authorized for over six months. Temporary employees serve at the will of the General Manager, and may be terminated without cause or without hearing or right of appeal.

TRANSFER: Change of an employee from one classification to another having the same maximum salary and similar duties and basic qualifications.

WORK WEEK: A regularly reoccurring period of seven (7) consecutive twenty-four (24) hour days.

## ARTICLE IV – CLASSIFICATION AND COMPENSATION

### Section 4.01 – Compensation

Effective July 1, 2023, employees shall receive a five percent (5%) Cost of Living Adjustment (COLA) to their new base salary resulting from the compensation adjustments determined by the implementation of the compensation study. All employees shall receive compensation in accordance with the District's Job Classification and Salary Schedule Effective July 1, 2023.

Effective July 1, 2024, employees shall receive a four percent (4%) Cost of Living Adjustment (COLA) to their base salary. All employees shall receive compensation in accordance with the District's Job Classification and Salary Schedule Effective July 1, 2024.

### Section 4.02 – Classification Revision and Reclassification

The classifications in the District's Job Classifications and Salary Schedule may be amended, combined, or abolished and new classifications set forth by the General Manager or a designated representative thereof. In addition, any position may be reclassified to a different classification by the General Manager, or designated representative(s) when there is a change in the duties and responsibilities of the position or other sufficient cause. A demotion is not considered a non-voluntary reclassification of a position to a different classification and is subject to a reduction in pay rate.

- A. The General Manager may initiate, at any time or upon recommendation by the Human Resources and Risk Manager, a study to determine the appropriateness of any position's classification. The General Manager shall make the final determination on all actions arising under this provision, subject to ratification by the Board of Directors at the next available regular Board meeting when the determination results in an amendment the list of classifications in the District's Job Classifications and Salary Schedule.
- B. The District shall provide the bargaining unit an information copy of the new classification specification for any proposed classification relevant to that bargaining unit.

#### Section 4.03 – Request for Classification Review

- A. A Department Head may, at any time, submit a request to the Human Resources and Risk Manager for a review of an employee's position, setting forth the reasons for the request. The Human Resources and Risk Manager may conduct the review and make recommendations to the General Manager. All such requests may be acted upon within sixty (60) days of receipt. The decision of the General Manager shall be final without right of grievance or further hearing, except in cases where action by the Board of Directors' is required, in which case Board action shall be final.
  
- B. If an employee believes that their duties and responsibilities have changed significantly, the employee may request a classification study of their position. Such request must be submitted in writing to the Association representative. An employee shall not submit a subsequent request prior to 18 months after completion of any previous classification review. The Association Representative may, up to five times per year, submit a request to the Human Resources and Risk Manager for a review of an employee's position, setting forth the reasons for the request. The Human Resources and Risk Manager may conduct the review and make recommendations to the General Manager. All such requests may be acted upon within sixty (60) days of receipt.

#### Section 4.04 – Salary Schedules

The District's Job Classifications and Salary Schedule Effective July 1, 2023 and Effective July 1, 2024 shall be in effect for the duration of this MOU.

#### Section 4.05 – Salary Step for New Employees

A new employee shall be paid at the first salary step in effect for the classification, unless the General Manager approves a higher salary step based on the District's recruitment needs.

#### Section 4.06 – Probation

- A. Original Probation: A newly hired employee shall be subject to a twelve (12) month original probationary period.
  - 1. During the original probationary period, an employee may receive a performance evaluation at the end of the employee's first six months of employment and one month prior to the completion of the new employee's 12-month probationary period. A corresponding personnel action fact sheet will be completed if an employee passes their original probation.

2. Failure of Probation: During the original probationary period, an employee may be released from employment at any time without right of appeal or hearing.
- B. Promotional Probation: An existing employee, upon promotion in classification, shall serve a six (6) month term of probation in the promotional classification.
1. An employee on a promotional probation may receive a performance evaluation at the end of the six (6) months from date of the promotion. A corresponding personnel action fact sheet will be completed if an employee passes their promotional probation.
  2. Failure of Probation: At any time during the promotional probationary period, an employee may be returned to the classification from which they promoted, subject to the existence of a vacancy within such classification. If the employee is discharged for cause or resigns, this shall bar a return to the classification from which they promoted.
- C. Extension of Probation: Should the Department Head and General Manager determine that a longer period of probation should be required, the appointee shall be informed in writing of the amount of extension and the reasons for the extension. Extensions shall not exceed six (6) months. Only one extension shall be granted.
- D. Leave of Absence: The taking of a leave of absence shall automatically cause the employee's probationary period to be extended by the length of the leave where such leave exceeds fifteen (15) calendar days.

#### Section 4.07 – Merit Increases

The advancement of an employee within a classification shall be dependent on the employee exhibiting increased knowledge, skills, and abilities, coupled with meritorious performance. The employee's supervisor shall evaluate the employee's performance and if merited, recommend a merit-based step increase. The increase shall not be automatic but may be granted only for continued or sustained improvement by the employee in the effective performance of the duties of their position as determined within the District's sole discretion.

The District has an eleven (11) step salary schedule with approximately 2.5% salary difference between steps and 2.5% salary difference between ranges.

- A. Each employee will be reviewed annually following completion of their probationary period. The District utilizes the following ratings for

performance evaluations: “Unsatisfactory,” “Needs Improvement,” “Meets Expectations,” “Exceeds Expectations,” and “Outstanding.”

- B. An employee who receives an overall performance rating of “Exceeds Expectations,” no “Unsatisfactory” ratings, and no more than two (2) “Needs Improvement” ratings on their evaluation shall receive a one (1) step merit increase.
- C. An employee who receives an overall performance rating of “Outstanding,” no “Unsatisfactory” ratings, and no “Needs Improvement” ratings on their evaluation, shall receive a two (2) step merit increase.
- D. The resulting rate of pay shall not exceed the rate of pay corresponding to Step 11 for the classification.
- E. The District shall endeavor to have performance reviews completed by the employee’s performance review date. The effective date of any resulting merit increase shall be the first day of the first full pay period that starts after the employee’s review date. If the evaluation is delayed, any merit increase resulting from the performance review, shall apply retroactively effective the date on which the increase would have otherwise have taken effect.
- F. An early merit increase may be granted to an employee who has exhibited an overall performance rating of Outstanding with the approval of the General Manager. The scheduled date of the next merit increase shall be upon completion of one (1) year from the date of the early merit increase.
- G. An employee on an authorized leave of absence that exceeds thirty (30) continuous calendar days (fifteen (15) continuous calendar days for probationary employees), other than for military leave, shall have their performance appraisal and merit increase date extended by the number of calendar days they were on leave.
- H. Final approval of all merit increases rests with the General Manager, whose decision shall be final and not subject to a right of grievance or appeal. It shall be the responsibility of the Human Resources and Risk Manager and Department Head to ensure that the required performance evaluation is submitted in a timely and complete fashion. In no event shall a merit increase be granted before the requirements of this provision have been satisfied.

#### Section 4.08 – Salary on Promotion

Upon promotion to a classification with a higher salary range than that for the classification held immediately prior to the promotion, the promoted employee's salary shall be at the salary step numerically closest, whether upward or downward, to 5% above the salary step applicable to the employee immediately prior to the promotion.

The employee shall be given a new merit review date for purposes of future salary step advancements, which shall be based upon the effective date of promotion.

#### Section 4.09 – Salary on Transfer

An employee who is transferred from one position to another in a classification having the same salary range as the classification they formerly occupied shall be compensated at the same step in the salary range. The employee's merit review date shall not change.

#### Section 4.10 – Salary on Demotion

- A. INVOLUNTARY DEMOTION: An involuntary demotion shall be considered a disciplinary action and shall be subject to the provisions of Article XI.
- B. VOLUNTARY DEMOTION: An employee who is demoted at their request or upon mutual agreement shall receive the highest salary in the new classification that does not exceed the employee's rate of pay immediately prior to the voluntary demotion. The employee's merit review date shall not change.

#### Section 4.11 – Salary on Position Reclassification

When an employee's position is reclassified and the employee is appointed to the new position, their salary shall be determined as follows:

- A. HIGHER CLASSIFICATION: An employee who is reclassified into a classification with a higher salary range than the previous classification, the employee's salary and merit increase date shall be set in the same manner as if they had been promoted.
- B. EQUIVALENT CLASSIFICATION: An employee who is reclassified into a classification with a same salary range as the previous classification, the employee's merit increase date shall not change.
- C. LOWER CLASSIFICATION: An employee who is reclassified into a classification with a lower salary range than the previous classification



shall receive the highest salary in the new classification that does not exceed the employee's rate of pay immediately prior to the reclassification. The employee's merit increase date shall not change.

#### Section 4.12 – Acting Pay

Upon recommendation of the Department head, the General Manager may temporarily appoint an employee to assume the duties of a higher job classification and shall be designated as "Acting." An employee who is designated as acting shall receive a minimum increase to the step closest to 5% above the step held by the employee immediately prior to the acting position, or shall be placed on Step 1 of the range established for the acting position, whichever is higher; however, the employee's rate shall not exceed Step 11 of the range established for the acting position at any time. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. Compensation shall be requested in writing, outlining the circumstances, and is subject to the approval of the Human Resources and Risk Manager.
- B. Acting pay will be effective when the acting appointment begins.
- C. An employee shall receive acting pay for a maximum of 960 hours per fiscal year.
- D. Pursuant to California Public Employees' Retirement System (CalPERS) Regulations, Section 571, this acting pay shall be reported to CalPERS as special compensation for classic CalPERS members only.
- E. If the employee is scheduled to receive a merit increase for the position in which they normally fill while serving in an acting status, the necessary forms shall be completed to document such increase, and such increase shall be implemented upon completion of acting status.
- F. The employee's merit increase date shall not be affected by acting status unless they are appointed to the position in which they were acting. If such, their review date shall be adjusted to coincide with the date they started in the Acting position or as provided in Section 4.12.G.
- G. If the employee is scheduled to receive any type of payout that was earned for the position in which they normally fill while serving in an acting status, the employee shall be paid out at the rate of pay equivalent to the position in which they normally fill.
- H. If an employee who is receiving acting pay is promoted to permanently fill the position in which they are acting, the date from which the employee

began receiving acting pay shall be credited to the employee's total time worked in the position. Following the promotion, the employee's merit increase, if applicable, will be awarded at the conclusion of the promotional probationary period (including all time they were receiving acting pay). All subsequent merit increases will be awarded upon completion of twenty-six (26) complete pay periods.

- I. Dual Acting Exceptions: If an employee continues to perform the job duties for the position they normally fill as well as the duties of the acting classification the following conditions shall apply:
  1. This dual acting pay shall not be reported to CalPERS as special compensation, and therefore is not compensation earnable pursuant to California Public Employees' Retirement System (CalPERS) Regulations, Section 571.
  2. All overtime hours worked shall be paid at their regular rate of pay in accordance with Section 7.02 and 7.03 for the position they normally fill.
  3. An employee scheduled to receive a merit increase for the position in which they normally fill shall receive such increase as scheduled to their hourly rate of pay in the position they normally fill.
  4. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the General Manager may authorize an extension to meet the needs of the District.

## ARTICLE V – EMPLOYEE BENEFITS

### Section 5.01 – Retirement System

The District participates in the California Public Employees' Retirement System (CalPERS). Eligible employees are required to participate in accordance with the rules of CalPERS. At its option, the District may change its retirement system provider upon adoption by the Board of Directors. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 90 days in advance. The CalPERS retirement benefits are available to employees working at least 1,000 hours in a fiscal year or as otherwise required by applicable law or regulation.

### Section 5.02 – Employee CalPERS Contribution Rate and Formula

- A. Employees hired prior to January 26, 2012 are Tier 1 employees who are enrolled in the 2% at 55 retirement formula with a one year (12 month)

final compensation period. Employees pay the full employee contribution rate, which is 7% of compensation earnable.

- B. Employees hired between January 26, 2012 and December 31, 2012, and any District employees hired on or after January 1, 2013 who are defined as “classic members” are Tier 2 employees who are enrolled in the 2% at 60 retirement formula with a one year (12 month) final compensation period. Employees pay the full employee contribution rate, which is 7% of compensation earnable.
- C. Employees hired on or after January 1, 2013 who are defined as “new members” under the Public Employees’ Pension Reform Act of 2013 (PEPRA) are Tier 3 employees who are enrolled in the 2% at 62 (or 2.5% at 67) retirement formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half (½) of the total normal cost rate as determined by CalPERS.
- D. The District’s contract with CalPERS includes the following items: Level 4 1959 Survivor Benefit, Annual Cost-of-Living Allowance Increase up to 2%, Prior Service, Military Service Credit as Public Service, Military Service Credit for Retired Persons, Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service, Public Service Credit for Periods of Layoff, Pre-Retirement Option 2W Death Benefit, Pre-Retirement Death Benefits to continue after remarriage of survivor, \$500 Retired Death Benefit, Local System Service Credit included in Basic Death Benefit, Local System Transfer, and Unused Sick Leave Credit.

### Section 5.03 – Deferred Compensation

The District will match employee contributions dollar for dollar not to exceed 2% of the employee’s base salary per payroll period for employees who are regularly schedule to work in excess of 30 hours per week.

### Section 5.04 – Medical, Dental, and Vision Insurance

In accordance with the provisions of the contract between the District and any company of the District’s choosing providing such coverage, the District shall pay 100% of the premium for medical, dental and vision insurance for employees and their qualified dependents and will be effective the first of the month following the employee’s date of hire. To receive this benefit, employees must be regularly scheduled to work 30 or more hours per week.

### Section 5.05 – Life Insurance and Accidental Death and Dismemberment (AD&D)

In accordance with the provisions of the contract between the District and any company of the District's choosing providing such coverage, the District shall provide group life insurance and Accidental Death and Dismemberment (AD&D), in the amount of a one-time payment equal to their basic annual salary rounded to the next higher multiple of \$1,000 up to the maximum set forth by the provider and will be effective on the first day of the month following their date of hire. An employee who reaches age 65 will have their coverage reduced to 65% of original amount. An employee who reaches age 70 will have their coverage reduced to 50% of original amount. To receive this benefit, employees must be regularly scheduled to work in excess of 30 hours per week.

### Section 5.06 – Supplemental Life Insurance and Accidental Death and Dismemberment (AD&D)

An employee may purchase additional life insurance and AD&D up to \$500,000 by authorizing the additional premium to be deducted from their salary. In addition, an employee may purchase coverage for their spouse, up to 100% of the employee's additional life insurance and AD&D amount. Some medical restrictions may apply. An employee may purchase coverage for their children, up to \$10,000. Children include the employee's natural children, legally adopted children, stepchildren and foster children who depend on the employee for support. Eligible children must be unmarried and between the ages of 14 days old up to age 21, or up to age 25 if a full-time student at an accredited college/university. There are no medical restrictions for child coverage.

### Section 5.07 – Long-Term Disability

In accordance with the provisions of the contract between the District and any company of the District's choosing providing such coverage, the District shall provide a long-term disability plan for employees which has a 90-day elimination period and provides 67% of an employee's monthly pre-disability earnings up to a maximum of \$7,000 per month for a designated period of time.

### Section 5.08 – Cafeteria Plan

The District provides a plan under Section 125 of the Internal Revenue Code to employees.

### Section 5.09 – Employee Assistance Program (EAP)

Depending on budget and other considerations, the District may provide an employee assistance program. The EAP provides counseling and other services to assist employees and their families dealing with personal and emotional problems

which affect or might potentially affect their job performance. This counseling is provided through an outside third party company and is strictly confidential.

#### Section 5.10 – Retiree Insurance Benefits

For employees hired prior to December 8, 2011, and subject to carrier approval, the District shall pay the amounts provided in Sections 5.04 of this Agreement for any employee who retires from the District. For every three (3) years of service with the District, the retiree will receive the equivalent of one year of extended benefits, or pro-rata thereof on a quarterly basis. For example, if an employee retires with 19 years of service at the District, they will receive 6 years and 4 months of extended retiree insurance benefits.

- A. To be eligible for this benefit, the employee must at the time of retirement or separation:
1. be regularly assigned to work 30 or more hours per week;
  2. be at least 50 years of age;
  3. have at least five (5) years of service with the District;
  4. provide ninety (90) days' notice of intent to retire; and
  5. retire from the District during the term of this Agreement while in good standing (did not retire after being provided written notice that disciplinary investigation/proceedings were pending which in the sole judgment of the District are reasonably anticipated to result in a recommendation of dismissal from employment or which have resulted in a determination by the District to impose dismissal. If a dismissal is appealed and results in a final administrative decision, (and where appealable, a court determination) reinstating the employee, the withheld benefit shall be retroactively implemented to the date of dismissal).

In addition, the employee must remain in retired status to maintain eligibility.

- B. If any benefit period remains when the retired employee and/or their spouse reaches ages 65, whichever is latest, the coverage shall become secondary to Medicare for the remainder of the benefit period.
- C. **Surviving Spouse/Dependent:** If the retired employee dies while receiving this benefit, the coverage will continue for the enrolled family member until the surviving spouse remarries, the child no longer meets all of the conditions of coverage, or the member enrolls in another group medical plan.
- D. For purposes of this Agreement, retired status means that the employee shall not work for compensation for more than nine hundred sixty (960)

hours in any fiscal year (July 1 through June 30). The District shall require an employee to certify under penalty of perjury that the employee has remained on retired status and/or to submit to such additional verification as the District deems necessary to demonstrate retired status.

- E. Individuals hired on or after December 8, 2011, shall be ineligible to receive this benefit.

#### Section 5.11 – Benefits Payroll Deduction

Subject to the singular exception of deducting employee health, dental, vision, supplemental life and supplemental accidental death and dismemberment (AD&D) insurance contributions over 24 payroll periods, the District employs 26 payroll periods of two (2) weeks each as a means of distributing compensation.

Employee payroll deductions for the employee share of health, dental, vision, supplemental life and supplemental accidental death and dismemberment (AD&D) insurance premium contributions shall be amortized over 24 payroll periods and deducted during said 24 payroll periods.

### ARTICLE VI – MISCELLANEOUS BENEFITS

#### Section 6.01 – Safety Boot Allowance

An employee who is required to wear work footwear in the performance of their job, as determined by the Department Manager, and/or Safety Officer, shall be eligible for District-purchased safety footwear in an amount not to exceed \$300 each fiscal year. Safety footwear must meet American Society for Testing and Materials (ASTM) minimum compression and impact performance standards in ASTM F2413 or provide equivalent protection. Employees must purchase the shoes/boots from a District-approved vendor. Any unused funds shall be forfeited at the end of each fiscal year.

Any employee who separates from District employment within thirty (30) calendar days of purchasing safety footwear or receiving reimbursement for safety footwear shall be required to reimburse the District for the cost of the safety footwear regardless of the reason for the employee's separation from the District.

If the Department Manager determines that an employee's safety footwear is no longer safe, the employee's Department Manager may replace the used footwear with a new pair of safety footwear (up to \$300). The employee will be required to submit the used safety footwear to the District in exchange for the replacement safety footwear.

#### Section 6.02 – Certificate Pay

The District shall provide the below indicated certificate pay amounts where any employee in the Plant Operator I/II, Maintenance Worker I/II/III, Assistant Engineer

I/II/III, Electrical/SCADA Technician, Field Customer Service Representative/Meters II, Construction Inspector, Sr. Construction Inspector, Water Quality Cross-Connection Specialist, and Meter Reader I classifications has been issued a State Water Resources Control Board (SWRCB) Distribution, SWRCB Treatment, and/or California Water Environment Association (CWEA) Collection Certificate(s) that is above and beyond the certification(s) required for their classification. As determined at the sole discretion of the General Manager, the certificate(s) must be relevant to the employee’s principal duties and must be above and beyond the requirement of the employee’s classification.

- A. In those instances where an employee has a Treatment, Distribution, and/or Collection Certificate that is above and beyond the certification(s) required for the employee’s classification, the District agrees to pay the following certificate pay amounts on a biweekly basis. Employees will receive no more than two (2) certificate pays per pay period.

TREATMENT CERTIFICATE	DISTRIBUTION CERTIFICATE	COLLECTIONS CERTIFICATE	CERTIFICATE PAY PER PAY PERIOD
T-1	D-1	C-1	\$6.00/PP
T-2	D-2	C-2	\$7.00/PP
T-3	D-3	C-3	\$8.00/PP
T-4	D-4	C-4	\$9.00/PP
T-5	D-5	N/A	\$10.00/PP

- B. Subject to certificate pay being limited to a total of two (2) certificates, each affected employee shall be eligible to receive, biweekly, the combined total of the certificate pay amount that relates to any of the above particular levels.

For example, an employee having been issued a T-3 certificate shall receive an \$8.00 biweekly certificate pay. An employee having been issued a T-3 and a D-4 shall receive a \$17.00 biweekly certificate pay. An employee having a T-5, D-5 and a C-4, shall receive a \$20.00 biweekly certificate pay. Where three or more certificates have been issued, the two (2) certificates having the highest combined total shall be utilized to determine the total certificate pay. As indicated above, certificate pay will only be paid for an issued certificate which is above the certification required of the employee holding a specific classification. Thus, a Plant Operator II having been issued a T-2 and a D-3 certificate shall receive no certificate pay. A Plant Operator II having been issued a T-2 certificate and a D-4 certificate shall receive a \$9.00 biweekly certificate pay.

- C. Individuals within the Mechanic I/II/III classifications are eligible for the following certificate compensation upon being awarded specified certificates issued by the National Institute for Automotive Service Excellence (ASE).

It has been agreed by the parties that the following available ASE certificates shall be deemed relevant to the employee's principal duties. Those certificates as defined by the ASE are:

- Alternate Fuels Certification Test (F1)
- Advanced Engine Performance Specialist Certification Test (L1)
- Electronic Diesel Engine Diagnosis Specialist Certification Test (L2)
- Undercar Specialist Exhaust Systems Test (X1)
- Any A1-A9 test certificate listed in the Automobile & Light Truck Certification Tests (A Series)
- Any E1-E3 test certificate listed in the Truck Equipment Certification Tests (E Series)
- Any T1-T8 test certificate listed in the Medium-Heavy Truck Certification Tests (T Series)

Where these classified employees have been issued an ASE certificate deemed by the General Manager to be relevant to the employee's principal duties, the employee shall receive an \$8.00 biweekly certificate pay for each certificate, not to exceed two (2) certificates (\$16.00 biweekly). The District agrees to pay the aforementioned certificate pay amounts on a biweekly basis.

- D. Payment by the District of any exam fees, certificate fees, renewal fees or similar fees shall only be made following provision to the District of evidence that the employee has successfully qualified for and been awarded the pertinent certificate(s). The biweekly certificate pay(s) shall be paid only while a certificate remains valid.

### Section 6.03 – Education Reimbursement

The District shall provide pre-approved reimbursement for regular full time employees to assist with the cost of tuition, fees, books and parking for undergraduate and graduate level studies up to a Masters level coursework. As education reimbursement each fiscal year, employees may, based upon level of enrollment, receive up to the equivalent of one academic year's full-time undergraduate or graduate tuition at California State University for an in-state resident.

To qualify for reimbursement, regular full time employees must successfully complete a pre-approved course with a passing grade (C or better). In the event of a "Credit/No Credit" Course, "Credit" will be considered a passing grade. Proof of payment and successful completion of the course with a passing grade as indicated in the District's Educational Reimbursement Policy must accompany the Educational Tuition Reimbursement form (Exhibit A of the District's Educational Reimbursement Policy). The employee shall be responsible for any tax consequences as a result of education reimbursement.



Once the degree is earned, the employee shall be required to complete three (3) years of District employment from the date the degree is awarded. If, for any reason, the employee separates from the District prior to the completion of three (3) years, they shall be required to reimburse the District 1/3 of the total received educational reimbursement for each year remaining. For example, an employee is awarded their degree on June 1, 2023. If they separate from the District on September 20, 2024, they shall reimburse the District 2/3 of the total received educational reimbursement. If they separate from the District on September 20, 2025, they shall reimburse the District 1/3 of the total received educational reimbursement.

#### Section 6.04 – Commercial Driver’s License Pay

An employee who has a valid California Class A Commercial Driver’s License in the performance of their job, shall be eligible for a \$34.62 biweekly premium pay.

#### Section 6.05 – Uniforms

The District provides a District-funded cleaning service for uniform pants and shirts with the employee’s name and District logo. The field uniforms provided to employees may include District-issued shorts and t-shirts which may only be worn in accordance with District established safety guidelines. In accordance with the California Public Employees' Retirement System (CalPERS), uniforms are considered special compensation for classic members; therefore, \$5.66, the monetary value for the rental of the uniforms provided, is reported each pay period for those employees who are provided a uniform and are classified as classic CalPERS members.

### ARTICLE VII – WORK SCHEDULE

#### Section 7.01 – Work Week

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All departments shall keep biweekly timesheets of employees which must be reported in the form and on the dates specified by the Human Resources and Risk Manager. Unless otherwise authorized by a supervisor, employees are expected to be at work during all scheduled work hours in order that the District may meet its work goals and objectives. Employees who are frequently late and/or absent shall be subject to discipline as outlined in Article XI.

- A. The regular work week for all employees covered by this MOU shall be forty (40) hours as scheduled by department heads. It is expressly understood the department manager may schedule maintenance and plant operation shifts which include evening, weekend and holiday work.
- B. Paychecks will be distributed on the Thursday following the end of each payroll period. Payroll periods shall be two (2) weeks long, commencing

on a Sunday and ending on the last Saturday of the two (2) week period. If the Thursday payday falls on a holiday, the pay shall be distributed on the prior day, a Wednesday.

- C. **4/10 WORK SCHEDULE:** Employees shall be assigned to a four (4) day work week, consisting of ten (10) scheduled hours of work each day. The parties agree, understand and acknowledge that management clearly and unequivocally has the right to terminate the 4/10 schedule at any time during the term of the MOU or after, and that any such termination of the 4/10 schedule shall not be subject to the meet and confer process, either as to the management decision being made and/or as to the impact of that decision. In such case, the schedule shall revert to the 9/80 schedule as it existed prior to implementation of the 4/10 schedule on December 31, 2011. Any District-proposed change to the 9/80 schedule shall be subject to the meet and confer process. The FLSA work period for employees assigned to a 4/10 work schedule will begin at Sunday at 12:00 a.m. and end the following Saturday at 11:59 p.m., and recurring thereafter.
- D. **ALTERNATIVE WORK SCHEDULES:** Work schedules of more than eight hours within one day but not more than forty hours within a period of seven consecutive days (9/80) may be scheduled by management to meet the work needs of the District. Where it meets the needs of both the District and the employee, an alternative work schedule may be scheduled.

**ALTERNATIVE WORK SCHEDULE OPTION 1:** Employees working a 9/80 schedule shall work nine (9) hours per day on Monday through Thursday, and eight (8) hours per day on alternating Fridays. Employees shall have every other Friday off. For employees working a 9/80 work schedule, each employee's designated FLSA work period shall begin exactly four hours after the start of their eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. The 9/80 work schedule is displayed as follows:

SU	MO	TU	WE	TH	FR	SA
					4 (Start Workweek)	Off
Off	9	9	9	9	Off (End Workweek)	Off
					Off (Start Workweek)	
Off	9	9	9	9	4 (End Workweek)	

ALTERNATIVE WORK SCHEDULE OPTION 2: Employees working a 9/80 schedule shall work nine (9) hours per day on Tuesday through Friday, and eight (8) hours per day on alternating Mondays. Employees shall have every other Monday off. For employees working a 9/80 Option 2 work schedule, each employee’s designated FLSA work period shall begin exactly four hours after the start of their eight hour shift on the day of the week that corresponds with the employee’s alternating regular day off. The 9/80 work schedule is displayed as follows:

SU	MO	TU	WE	TH	FR	SA
		9	9	9	9	Off
	4 (Start Workweek)					
Off	Off (End Workweek)	9	9	9	9	Off
	Off (Start Workweek)					
Off	4 (End Workweek)					

E. **TIMESHEETS:** All District employees must complete timesheets showing hours worked and leave taken. They must be signed by the employee, the employee's supervisor and Department Head or designated representative(s). Notice of any corrections to the timesheets shall be sent to the employee and Department Head. Such corrections shall be deemed final unless questioned by the employee within thirty (30) days after the notice of correction is given to the employee. Unresolved matters may be taken to the General Manager for a final determination.

Section 7.02 – Overtime

An employee who may be asked to perform overtime shall be notified of the apparent need for such overtime as soon as practicable prior to the commencement of overtime.

Overtime opportunities shall be made available first on an equal basis to regular full-time employees capable of performing the work. All overtime must be authorized in advance by the employee’s Department Head, General Manager, or designated representative(s).

All employees must accurately report all work time to the nearest five minutes. Overtime is credited in fifteen minute increments; where an employee works 7 minutes or more, the District will round up and pay for fifteen minutes; where an employee works less than 7 minutes, the District will round down. Time worked as overtime shall

not be used to earn supplemental benefits or to serve out probation or merit increase periods.

### Section 7.03 – Overtime Pay

An employee shall be compensated at one and one-half (1½) times their regular rate of pay for hours worked in excess of forty (40) hours in any one work week. An employee shall be compensated at two (2) times their regular rate of pay for hours worked between 2300 to 0600 except in cases of shift changes that fall into these hours. An employee shall be compensated at three (3) times their regular rate of pay for hours worked on the following holidays: New Year's Day, Christmas Day, Thanksgiving Day and Independence Day. Overtime shall be calculated to the nearest one-quarter hour of overtime worked. In order to receive overtime compensation, non-emergency overtime must be authorized in advance by the appropriate department manager.

In addition to actual hours worked, scheduled vacation hours authorized at least twenty-four (24) hours prior to use, sick leave, compensatory time off, floating holiday, and/or an agency observed holiday time that falls within the employee's regular shift shall also count as hours worked for purposes of computing overtime.. If an agency observed holiday falls outside of an employee's regular shift and the employee does not actually work on the day of the holiday, the holiday shall not count as hours worked when computing overtime.

Additionally, vacation hours not authorized twenty-four (24) hours prior to use, shall not be considered hours worked for purposes of computing overtime eligibility, whether pursuant to this MOU or pursuant to the requirements of the FLSA.

### Section 7.04 – Compensatory Time

- A. At the employee's discretion, compensatory time, in lieu of monetary overtime compensation, shall be accrued in accordance with Section 7.03 for each hour of overtime worked to be taken as paid time off. For example, if an employee works 5 hours of overtime from 1700 hours to 2200 hours, they may choose to accrue 7.5 hours of compensatory time. If an employee works 5 hours of overtime from 2300 hours to 0400 hours, they may choose to accrue 10 hours of compensatory time. Compensatory time shall be calculated to the nearest one-quarter hour of overtime worked. The maximum amount of compensatory time off which shall be accrued is forty (40) hours.
- B. At the employee's discretion, the employee may sell to the District up to forty (40) hours of accrued unused compensatory time. An employee must provide at least fifteen (15) days prior notice to sell-back compensatory time and will only be paid on the last payday in March of each year. All unused compensatory time accrued as of the last full pay

period in June and December will be mandatorily cashed out at the employee's regular rate of pay.

- C. Selection of accrued compensatory time in lieu of overtime pay shall be made by the employee at the time they submit their timesheet. The usage of compensatory time shall be approved in advance by the employee's manager and/or supervisor. An employee desiring to utilize accrued compensatory time shall submit an Employee Time Off Request Form to their supervisor. Compensatory time off may be taken in 15 minute increments, unless in the supervisor's sole determination, use of the compensatory time off for the requested date(s) and time(s), shall result in an undue hardship to the District.
- D. In the event an employee is promoted/reclassified to a classification outside of the bargaining unit, the employee shall be paid for all compensatory time on the books at the employee's regular rate of pay prior to the change in classification.
- E. Upon separation from employment, the employee shall be compensated for all accrued compensatory time at the employee's current regular rate of pay.

#### Section 7.05 – Fatigue Accommodation

In any instance where at the direction of a supervisor an employee works sixteen (16) or more hours during a 24 hour period of time, the employee shall be provided with ten (10) consecutive hours of non-work time before being compelled to commence a regularly scheduled shift or to commence other duties on behalf of the District.

In any instance where use of the ten (10) consecutive hour period results in the employee being excused from scheduled hours of work, the employee shall have said hours credited as compensable hours worked. In any instance where utilization of the ten (10) consecutive hour period would result in there being three (3) or less hours of scheduled work time remaining should the employee return to their work assignment, a department manager shall have discretion to relieve the affected employee of the obligation to report to the District for the remainder of the scheduled hours of work. Where the department manager exercises that discretion, the three (3) or less remaining hours of scheduled work shall be considered compensable hours worked.

#### Section 7.06 – Meals During Emergency Service

If an employee is required to remain at work for a minimum of two hours following the close of their regular workday for the purpose of performing emergency overtime work, the District shall provide that employee with an adequate meal. If an employee is called out to perform emergency overtime work during the morning hours

of a regularly scheduled working day, the District shall provide that employee with an adequate meal if such overtime work continues past 0700 hours. If an employee is called out to perform emergency overtime work, the District shall provide an adequate meal at four-hour intervals during the performance of such overtime work. Meal time is considered working time and shall be compensated for at the appropriate rate of pay. The District shall not provide meals before, during or after any overtime work which is scheduled in advance. If the District is unable to provide the employee with a meal the employee is authorized to spend up to \$20.00 to obtain a meal and shall be reimbursed upon provision to the District of a receipt.

#### Section 7.07 – Rest Period

An employee shall be granted one fifteen (15) minute rest period for each four (4) hours worked. The rest period shall be determined by the supervisor. Rest periods cannot be combined to extend the lunch period or shorten work hours.

#### Section 7.08 – Standby Compensation

An employee assigned to standby duty for purposes of being on call to handle emergency situations arising at times other than normal scheduled working hours, and not as an extension of a regularly scheduled shift, shall be paid a flat fee for each day they are assigned to standby duty. In those instances where the standby occurs on Monday through and including Thursday, the flat fee during the term of this MOU shall be Fifty Dollars (\$50.00). In those instances where the standby occurs on a District recognized holiday and/or Friday through and including Sunday, the flat fee during the term of this MOU shall be Seventy-Five Dollars (\$75.00).

A “standby day” for purposes of calculating standby compensation shall be that period of time when an employee has been assigned to be available for purposes of handling emergency situations arising at times other than normally scheduled working hours and not as an extension of a regularly scheduled shift. It is understood that standby duty for pump operations will be provided by qualified and available employees as assigned by the supervisor and/or Operations Manager, and that those individuals in Maintenance Worker I and Maintenance Worker II positions determined qualified by the District shall be eligible for standby duty. The pay for standby compensation shall be paid on the regular pay day for the pay period in which the standby duty is completed.

An employee on standby duty must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair their assigned duties upon call. The parties agree that an employee must be able to arrive at District boundaries within forty-five (45) minutes from receiving a call-out. The parties agree that employees on standby duty, as defined above, are “waiting to be engaged.”

## Section 7.09 – Call-Out Compensation

A call-out occurs when an employee on assigned standby duty is required to return to a District worksite or is otherwise required to commence work following the employee's departure from the worksite at the end of their regular scheduled work shift. Therefore, a call-out is not an extension of a regular scheduled work shift.

- A. Upon being initially called-out during each standby day, the employee shall be entitled to at least two (2) hours' pay at the overtime rate as specified in Section 7.03, regardless of whether or not the initial call-out work is completed in less than two (2) hours' time.
- B. During any standby day, this two-hour minimum shall apply only once.
- C. If a subsequent call-out commences during the period of time for which the employee has received the initial minimum compensation of two (2) hours, there shall not be an additional minimum compensation for this subsequent call-out. The employee shall be compensated at the overtime rate as specified in Section 7.03 for all hours worked, over the initial two (2) hour minimum compensation provided because of the initial call-out.
- D. However, if a subsequent call-out occurs and two (2) hours or more have elapsed between commencement of the initial call-out and commencement of the subsequent call-out, there shall be a one and one-half (1½) hour minimum call-out compensation provided to the employee for this subsequent call-out. This shall repeat itself throughout the standby period as long as there is two (2) hours or more passage of time between each subsequent call-outs.
- E. Where a call-out requires the employee to leave their residence and respond to a designated worksite, computation of compensable work hours shall include travel time to and from the employee's residence and the worksite. Compensable work hours shall also include time spent on the telephone or other electronic device whereby the call-out is assigned and/or efforts by telephone or other electronic device are undertaken to address the subject of the call-out.
- F. Employees shall have a District issued ID badge in their possession when responding to call-outs for ease of identification.
- G. EXAMPLE: Workweek schedule is Monday – Thursday, 10 hours per day, Start Shift 0600 – End Shift 1630. Assuming a full forty (40) hours of work will be completed in the workweek. Excluding New Year's Day, Christmas Day, Thanksgiving Day and Independence Day.

1800	1830	1900	1930	1945	2000	2030	2100	2130	2200	2230	2300
Call out commences 1800 & ends 1900			10 minute phone call	30 minute call							30 minutes
= 2 hours' pay at 1.5 times hourly rate			included in 2 hour minimum	.25 hours' pay at 1.5 times hourly rate							1.5 hours' pay at 2 times hourly rate

1. Call-out commences at 1800 hours and is completed at 1900 hours. The employee would be paid for two (2) hours at one and one-half (1½) times the hourly rate. At 1930 hours, the employee commences a ten (10) minute call. No additional payment would be due as the employee has already accrued compensation for the two (2) hour minimum. At 1945 hours, the employee commences a thirty (30) minute call. For the call that commenced at 1945 hours, the employee would be paid for .25 additional hours at one and one-half (1½) times the hourly rate, because the call, which lasted until 2015 hours, commenced during the initial two (2) hour minimum payment period but exceeded that period by fifteen (15) minutes.
2. If the initial call-out had commenced at 1830 hours and was completed at 1900 hours and the next call-out had commenced at 2030 hours, the employee would be eligible for a one and one-half (1½) hour minimum call-out payment at one and one-half (1½) times the employee's hourly rate for the call-out that commenced at 2030 hours, because two (2) hours or more will have passed between the commencement of the initial call-out and the commencement of the subsequent call-out. If a third call-out was to commence on or after 2200 hours, the employee would then be eligible for an additional one and one-half (1½) hour minimum payment.
3. If the initial call-out occurred at 2200 hours, the employee would be eligible for a two (2) hour minimum call-out payment at one and one-half (1½) times the employee's hourly rate for the first hour and at two (2) times the hourly rate for the second hour, because the second hour falls between 2300 and 0600 hours.



Subsequently if the initial call-out occurs at 0500 hours, the employee would be eligible for a two (2) hour minimum call-out payment at two (2) times employee's hourly rate for the first hour and at one and one-half (1½) times the employee's hourly rate for the second hour when an employee is not already scheduled to report for duty during the second hour.

In a situation when an employee is scheduled to report for their scheduled workday at 0600 the second hour falls into regular scheduled time and is not compensated at overtime rate.

## ARTICLE VIII – CONCERTED ACTIVITIES

### Section 8.01 – General

- A. Apart from and in addition to existing legal restrictions upon remedies for work stoppages, the Association hereby agrees that neither it nor its members, agents, representatives or persons acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sick-out or other work stoppage of any nature against the District whatsoever or wheresoever located, including, but not limited to disputes which are related to the subject matter contained in this MOU; disputes between the District and any other organization, persons or employees; or jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the District, the Association and its officers will take all steps reasonably within their control to end or avert the same.
  
- B. Those represented by the Association shall not authorize, engage in, encourage, sanction, recognize or assist in any strike, walkout, sick-out or other work stoppage or picket in furtherance thereof, or participate in concerted interference in violation of this provision or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Association found in violation of this provision will be subject to discipline, including termination, as determined appropriate by the District.

## ARTICLE IX – LEAVES

### Section 9.01 – Holidays

- A. The District's holiday schedule is:

<u>Holiday</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Independence Day	7/4/2023	7/4/2024
Labor Day	9/4/2023	9/2/2024

Veterans' Day	11/11/2023	11/11/2024
Thanksgiving	11/23/2023	11/28/2024
Day After Thanksgiving	11/24/2023	11/29/2024
Christmas Eve	12/24/2023	12/24/2024
Christmas Day	12/25/2023	12/25/2024
New Year's Day	1/1/2024	1/1/2025
Presidents' Day	2/19/2024	2/17/2025
Memorial Day	5/27/2024	5/26/2025

- B. For purposes of holiday compensation, compensation shall be equal to the number of hours that the employee normally would have worked other than for the holiday.
- C. An employee who is regularly scheduled to work more than thirty (30) hours per week shall accrue ten (10) hours of floating holiday on July 1 of each fiscal year unless the employee is on an alternative work schedule. An employee on a 9/80 alternative work schedule shall accrue nine (9) hours of floating holiday and an employee on a 5/40 alternative schedule shall accrue eight (8) hours of floating holiday. New hires starting after July 1<sup>st</sup> of each fiscal year shall accrue their floating holiday on their date of hire.
- D. For those employees whose scheduled work week is Monday through Thursday, a District-observed holiday falling on a Friday, Saturday, or Sunday shall convert into a floating holiday to be used within the fiscal year in which it is accrued or the following fiscal year.
- E. Any unused floating holiday will be cashed out at the employee's then hourly rate of pay at the end of the fiscal year following the fiscal year during which the time was accrued. For example, any unused floating holiday time accrued during fiscal year 2022-23 would be cashed out at the end of fiscal year 2023-24.
- F. In order to be eligible for holiday pay, an employee must be either at work, on a paid leave of absence, or on a leave of absence protected by law (e.g., FMLA/CFRA) on the regularly scheduled workday immediately preceding the day observed as the holiday and the regularly scheduled workday immediately following the day observed as the holiday.
- G. Employees working at least 20 hours but not more than 30 hours may receive holiday pay in proportion to the average of normal hours worked as a part-time employee compared to full time, (i.e., 4 hours per day worked by a regular part-time employee would be paid 4 hours on a holiday).

Section 9.02 – Vacation Leave

- A. An employee who is regularly scheduled to work more than thirty (30) hours per week shall accrue paid vacation at the following rate:

<u>Duration of Continuous Regular Employment</u>	<u>Hours Accrued per Pay Period</u>
During 1 <sup>st</sup> through 60 <sup>th</sup> month (0-5 yrs)	3.077 hrs = 2.0 wks/yr
During 61 <sup>st</sup> through 120 <sup>th</sup> month (5-10 yrs)	4.615 hrs = 3.0 wks/yr
During 121 <sup>st</sup> through 180 <sup>th</sup> month (10-15 yrs)	5.384 hrs = 3.5 wks/yr
During 181 <sup>st</sup> through 240 <sup>th</sup> month (15-20 yrs)	6.153 hrs = 4.0 wks/yr
During 241 <sup>st</sup> month and thereafter (20+ yrs)	6.922 hrs = 4.5 wks/yr

- B. Vacation leave shall continue to accrue in accordance with the above provisions when an employee is either at work, or on a paid leave of absence.
- C. Vacation leave shall be scheduled with due regard to the interests of the District and must be approved in advance by the employee’s Department Manager or immediate supervisor. An employee must request vacation leave at least two (2) work days in advance.
- D. An employee may not take more vacation leave than the amount the employee has accrued. The minimum amount of vacation leave that may be taken at any given time shall be fifteen (15) minute increments.
- E. An employee on an original probationary period shall accrue vacation commencing with the start of employment but shall be ineligible to use accrued vacation leave prior to successfully completing of six (6) months of service.
- F. The total maximum vacation that may be accrued shall be one and one-half (1½) times the amount that may be accrued in one year of service, based on the employee’s rate of accrual. If the employee has accrued the maximum total amount of vacation, no additional vacation shall be accrued, nor shall the cash equivalent of excess vacation accruals be earned.
- G. At the sole discretion of the General Manager, if an employee is unable to timely schedule and utilize vacation time off due to business necessity, said employee may be authorized to accrue over their total annual maximum and will be given a timeframe to use those excess accruals.
- H. At the sole discretion of the General Manager, if an employee is unable to timely schedule and utilize vacation time off due to an overriding

concern such as a medical leave of absence, said employee may be authorized to accrue up to 80 additional vacation hours over their total annual maximum. Once the employee returns to work, they will no longer accrue leave and will have six (6) months to bring their accrued leave time down below their total annual maximum in order to accrue leave again.

- I. Upon separation, an employee shall be cashed out at their current rate of pay for any vacation leave accrued but not taken.
- J. For the term of this MOU only, an employee who has been employed by the District for more than one year may sell to the District up to forty (40) hours of accrued unused vacation leave. To be eligible for this benefit, an employee must submit their irrevocable election by December 31<sup>st</sup> of each year to be paid on the second payday in November of the following year to receive cash for up to forty (40) hours of vacation time that would otherwise accrue in the immediate following year. For example, an employee irrevocably elects to sell 40 hours of vacation leave on December 12, 2022. The employee will be paid out on November 22, 2023.
- K. An employee who works, or is on a paid leave of absence between twenty (20) and thirty (30) hours per week shall accrue vacation leave on a proportionate basis relative to a full time employee.

### Section 9.03 – Sick Leave

- A. Sick leave is provided for use if the employee is unable to work because of illness, and as otherwise required by law.
- B. An employee eligible for paid sick leave shall be granted such leave for the following reasons:
  - 1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or a member of the employee's immediate family.
  - 2. For employees who are victims of domestic violence, sexual assault, or stalking: a) to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or b) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or participate in safety planning or other actions to increase safety.

3. For purposes of “paid sick leave,” the definition of “immediate family” is expanded to include a “designated person”, which is a person identified by the employee at the time the employee requests paid sick days. The employee may designate only 1 “designated person” in a 12 month period.
- C. In order to receive sick pay if the need for leave is foreseeable, e.g., for routine medical or dental appointments, the employee must notify their immediate supervisor twenty-four (24) hours in advance. If the need for sick leave is not foreseeable, the employee shall provide advance notice as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.
  - D. In the event that an employee is absent on sick leave in excess of three (3) days or twenty-four (24) hours, or if the District has cause to believe that an employee is misusing sick leave, the District may require that the employee submit a written statement by a physician licensed by the State of California certifying that the condition of the employee or the employee’s family member prevented the employee from performing their duties. All employees who use paid leave to address issues related to domestic violence, sexual assault, or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.
  - E. An employee who is regularly scheduled to work more than thirty (30) hours shall accrue sick leave at the rate of 3.70 hours per payroll period. Sick Leave shall continue to accrue when an employee is either at work, or on a paid leave of absence.
  - F. An employee may not take more sick leave time than the amount the employee has accrued. The minimum amount of sick leave that may be taken at any time shall be fifteen (15) minutes. An employee may use accrued sick leave beginning on the 90<sup>th</sup> day after the first day of employment, subject to the limits and request provisions in this Section.
  - G. CalPERS Unused Sick Leave Credit: An employee who retires in accordance with the Public Employees’ Retirement System qualifications shall be paid at the rate of their final salary for  $\frac{3}{8}$  of their accumulated days of sick leave, if any, at the time of separation from active employment. The remaining  $\frac{5}{8}$  of their accumulated days of sick leave will be converted into CalPERS service credit.

- H. An employee who works, or is on a paid leave of absence between twenty (20) and thirty (30) hours per week shall accrue sick leave on a proportionate basis relative to a full time employee.

#### Section 9.04 – Disability Leave

- A. In situations where an employee has been injured in a non-duty accident and their disability leave exceeds thirty (30) continuous calendar days, their merit review and anniversary dates will be adjusted accordingly for that portion of leave exceeding thirty (30) continuous calendar days.
- B. An injured employee may elect to take sick leave and/or vacation leave, if available, subject to the limitation that their disability payment, when added to their paid leave, does not result in a net payment exceeding their regular compensation.

#### Section 9.05 – Bereavement Leave

Upon the death of an immediate family member, an employee shall be entitled to use up to four (4) days of District-paid bereavement leave and one (1) day of unpaid bereavement leave to attend funeral services and/or conduct business associated with the deceased. Employees may choose to use any of their accrued leave to receive pay during their unpaid bereavement leave. The General Manager, at their sole discretion, may allow the employee to use up to an additional four (4) days of sick leave for this purpose.

The General Manager, at their sole discretion, may also allow an employee to use up to four (4) days of sick leave, if available, for bereavement of a non-immediate family member.

#### Section 9.06 – Unpaid Leave of Absence

- A. An employee's request for any unpaid leave of absence shall be submitted to the Human Resources and Risk Manager. In consultation with Human Resources and Risk Manager, department managers may grant an employee a leave of absence without pay for a period not to exceed two (2) weeks.
- B. In consultation with Human Resources and Risk Manager, the General Manager may grant an employee a leave of absence without pay or seniority for a period not to exceed six (6) months. After six (6) months, the leave of absence may be extended if authorized by the Board of Directors. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. Approval, if granted, shall be in writing from the General Manager, or designated

representative(s) thereof, and such approval shall be entirely at their discretion.

- C. Except as provided by law, the District shall not be required to make contributions toward insurance or retirement coverage. An employee on an unpaid leave of absence for more than thirty (30) continuous calendar days shall submit to the District any and all actual premiums for any and all insurance coverage. If the employee chooses not to submit any or all of these premiums, their coverage shall be terminated within the limits prescribed by the benefit carriers and shall be reinstated within the limits prescribed by the benefit carrier at the time of their reinstatement by the District.
- D. Upon expiration of an approved unpaid leave of absence or within twenty-four (24) hours' notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee to report to work promptly at the expiration of the approved leave period may subject the employee to disciplinary action up to and including termination. The depositing in the United States mail of a first-class postage-paid letter addressed to the employee's last known place of residence shall be reasonable notice.
- E. Except as provided by law, an employee on an unpaid leave of absence exceeding thirty (30) continuous calendar days shall have their seniority adjusted by the number of calendar days they were on leave.

#### Section 9.07 – Voting Leave

An employee may take off such working time as shall enable them to vote, providing such employee is a registered voter and does not have sufficient time outside regular working hours within which to vote. A maximum of two (2) hours may be taken with pay. The scheduling of the time referenced above is subject to approval of the Department head and shall normally be at the beginning or end of the work shift.

#### Section 9.08 – Jury Duty/Court Testimony

An employee required to serve as a trial juror shall be entitled to be absent from their duties during the period of jury service. The employee shall receive full compensation from the District for a period not to exceed ten (10) working days for each period of jury duty. If court records indicate that the employee advised the court of this ten (10) working day limit for which the District provides payment, and the employee is nonetheless selected for a jury, and the jury duty exceeds ten (10) working days, the excess days shall be paid by the District. Witness fees or juror fees, with the exception of mileage reimbursement, shall be submitted to the District.

### Section 9.09 – Military Leave

Payment of an employee on military leave is governed by law. Employees must submit a copy of military orders to the Human Resources and Risk Manager prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

## ARTICLE X – LAYOFF PROCEDURES

### Section 10.01 – Elimination of Position

The Board may require elimination or curtailment of a public service activity if the Board determines it is in the public interest. Such Board action may result in the layoff of one or more employees. The following procedure is intended to provide consideration to seniority of service.

### Section 10.02 – Layoff Procedure

- A. When employees have equal seniority for retention in a class, the employee with the longest length of continuous service with the District since the employee's last date of hire shall have the highest retention priority.
- B. ORDER OF LAYOFF: When layoff is necessary, employees are subject to layoff by classification and by department in the following order:
  - 1. Temporary employees shall be laid off in an order determined by seniority.
  - 2. Probationary and provisional (acting) employees shall be laid off in an order determined by seniority.
  - 3. Regular and promotional probationary employees shall be laid off in an order determined by seniority.
- C. SENIORITY LIST: Employees shall be subject to layoff as follows:
  - 1. The names of all employees in a classification within a department shall be listed in order of seniority according to the categories described above. The procedure described below shall be applied to each category in order until it is exhausted before moving to the next category.
  - 2. If one layoff is to be made, the three (3) least senior employees shall be considered. If more than one layoff is to be made, the number of employees lowest in seniority equal to the number of



layoffs plus two shall be considered. The General Manager shall base layoff decisions on seniority.

3. In order to avoid layoff, an employee laid off under the provisions of Section 10.02.C.2 above may, within three (3) working days of receiving the layoff notice, request demotion to a position in any lower classification within the same series, or in an equivalent series, or in any classification within the classified service in which the employee previously held regular status. Whether to allow an incumbent to bump shall be based upon seniority. The decision must be recommended by the Department Head and approved by the General Manager.
  4. In the case of any question as to the equivalency of classifications for purposes of Section 10.02.C.3 above, the decision of the Human Resources and Risk Manager is final.
- D. **WRITTEN NOTICE OF LAYOFF:** Any employee to be laid off shall be given written notice of layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.

#### Section 10.03 – Reemployment

- A. **REEMPLOYMENT LIST:** The names of persons laid off shall be placed on a reemployment list for each classification in the same and any equivalent series at or below the level of the classification from which laid off and for each classification in which regular status was previously held.

These names shall be placed on the reemployment list in reverse order of layoff. The last employee laid off is the first employee on the reemployment list, with other laid off employees listed in sequential order thereafter. An employee whose position has been reallocated to a lower classification but who has not been demoted for cause shall also have their names placed on the reemployment list for the classification from which their position was reallocated. Reemployment lists shall be certified by the Human Resources and Risk Manager and be valid for one year from the date of layoff.

- B. **APPOINTMENTS:** The General Manager shall select from among the three highest available and qualified on the reemployment list. Qualifications shall be determined by the last performance evaluation prior to layoff.
- C. **PRIOR SERVICE AND ANNIVERSARY DATE:** For the purpose of computing total seniority with the District, an employee reemployed shall have the same prior service credited to them as they had at the time of

layoff. Upon reemployment an employee shall be credited with the same portion of a year as that credited at the time of layoff for purposes of establishing a new anniversary date for merit increase eligibility.

#### Section 10.04 – Salary Upon Reemployment After Layoff

An employee reemployed in the same classification or a comparable classification shall be placed in the same salary step held upon layoff.

### ARTICLE XI – EMPLOYEE DISCIPLINE

#### Section 11.01 – Cause for Discipline

Employees who have passed probation may be subject to discipline for reasons including but not limited to, the following:

- A. FRAUD IN SECURING EMPLOYMENT: Making a false statement on an application for employment or on any supporting documents furnished with or made part of any application.
- B. INEFFECTIVENESS: Failing to meet or comply with the minimum standards of a position or to perform the duties required of an employee in that position in an effective and timely manner.
- C. ABSENTEEISM: Excessive absences or repeated lateness for work.
- D. DISOBEDIENCE/INSUBORDINATION: Willfully failing to follow or conform to established supervisor's lawful orders or directions, or acting in an insulting or demeaning manner toward a supervisor.
- E. DISHONESTY: Communicating information in an untruthful or misleading manner.
- F. SUBSTANCE ABUSE: Being under the influence of alcohol or illegal drugs while on duty.
- G. VIOLATION OF DISTRICT/DEPARTMENT/SECTION RULES OR POLICIES: Violation of the MOU, District policies and/or procedures, departmental/section rules, or professional standards.
- H. DISCOURTESY: Discourteous treatment of other employees or members of the public.
- I. PROPERTY USE: Improper or unauthorized use of District property.

- J. UNBECOMING CONDUCT: Conduct likely to cause discredit to the employee or the District or impair the ability of oneself or others to effectively perform job duties.
- K. ABUSE OF LEAVE: Abuse of sick leave or other leaves, including, but not limited to, using leave for unauthorized purposes.
- L. CARELESSNESS/NEGLIGENCE: Careless or negligent behavior in the care or handling of District property.
- M. UNAUTHORIZED OVERTIME: Performing overtime work without prior authorization.
- N. FRAUDULENT ACTION: Falsifying a timesheet, production record overtime sheet or other work record, or engaging in fraud of any type.
- O. SLEEPING ON DUTY.
- P. READING NON-WORK RELATED MATERIAL DURING WORKING HOURS, EXCEPT DURING AUTHORIZED BREAKS AND/OR MEAL PERIODS.
- Q. CARRYING A FIREARM OR OTHER UNAUTHORIZED WEAPON WHILE ON DISTRICT PROPERTY.
- R. POSSESS, SELL, BUY, DISTRIBUTE, OFFER TO POSSESS, SELL, BUY, DISTRIBUTE OR USE, BEING UNDER THE INFLUENCE OR HAVING IN THE EMPLOYEE'S SYSTEMS ANY ILLEGAL SUBSTANCE, ALCOHOL OR ANY LEGAL DRUG OR SUBSTANCE NOT PROPERLY OBTAINED BY THE EMPLOYEE, WHILE ON DISTRICT TIME AND/OR PROPERTY.
- S. DANGEROUS ACTS: Engaging in conduct likely to endanger oneself, other employees or members of the public, and/or create potential liability for the District through damage or injury.
- T. DISRUPTION OF DISTRICT BUSINESS THROUGH WILLFUL MISCONDUCT.
- U. SEXUAL ACTIVITY ON DUTY.
- V. RELEASE OF CONFIDENTIAL INFORMATION.
- W. CRIMINAL CONDUCT: Commission of a crime either a) during the course of employment or b) during the employee's off-duty hours if

there is a nexus to the employment relationship between the District and the employee, the employee becomes unavailable for work as result, or the District's interests are adversely affected.

### Section 11.02 – Types of Actions

The types of disciplinary actions are: verbal reprimand, written reprimand, suspension without pay, involuntary demotion, reduction in pay and termination.

For each type of disciplinary action, certain steps and procedures must be followed. A supervisor who is considering a disciplinary action beyond a verbal reprimand should discuss the circumstances of the situation with the Human Resources and Risk Manager before taking any action unless the particular situation requires immediate action. A supervisor is not required to take disciplinary action in sequential order. Depending upon the specific circumstances of the violation, the supervisor should determine which action (or actions) is appropriate, in consultation with the Human Resources and Risk Manager.

### Section 11.03 – Progressive Steps

Disciplinary actions may, but are not required to, be taken in progressive steps as follows:

- A. **VERBAL REPRIMAND:** The supervisor holds a Verbal Reprimand meeting with the employee. The purpose of the meeting is to explain the employee's conduct or acts which are in violation of the MOU, policies, procedures, or practices, and to remind the employee of the behavior that is expected in the future and the consequences of not meeting the performance expectations of the supervisor.
- B. **WRITTEN REPRIMAND:** The supervisor prepares a Written Reprimand memo. The written reprimand constitutes notice of the infraction(s) including the circumstances. The supervisor shall hold a Written Reprimand meeting with the employee. Employees who have received written reprimands are entitled to the following:
  - 1. A meeting with the supervisor to discuss the contents of the written reprimand.
  - 2. The opportunity to present a written response to the written reprimand. The written reprimand and the response shall be placed in the employee's personnel file.
  - 3. The employee has ten (10) business days from receipt of the written reprimand in which to write a response to it.

- C. **SUSPENSION WITHOUT PAY:** An employee may be suspended without pay for up to thirty (30) calendar days. When placing an employee on suspension without pay, the supervisor shall follow all of the steps listed under Section 11.04 – Disciplinary Procedure.
- D. **INVOLUNTARY DEMOTION:** An employee may be demoted to a classification having an overall lower salary range. When demoting an employee, the supervisor must follow all of the steps listed under Section 11.04 – Disciplinary Procedure.
- E. **REDUCTION IN PAY:** An employee may be reduced in pay to a lower step within the pay range. When reducing the salary of an employee, the supervisor must follow all of the steps listed under Section 11.04 – Disciplinary Procedure.
- F. **TERMINATION:** When it is necessary to terminate an employee, the supervisor must follow all of the steps listed under Section 11.04 – Disciplinary Procedure.

#### Section 11.04 – Disciplinary Procedure

The following procedure applies only to a suspension without pay, involuntary demotion, reduction in pay, and/or termination.

- A. When an employee who has passed probation is to be subject to discipline, specific written charges shall be prepared and presented by the employee's department manager for action by the Human Resources and Risk Manager.
- B. The Human Resources and Risk Manager shall provide such employee with a written Notice of Intent. The Notice of Intent shall advise the employee of the contemplated level of discipline and underlying charge(s), and that the employee is entitled to respond to the charges as provided below. Relevant documents relied upon in proposing the discipline shall be attached to the Notice of Intent.

The employee shall have the right to respond orally or in writing to the Human Resources and Risk Manager within five (5) business days from the date of issuance of the Notice of Intent if personally served, or ten (10) calendar days if served by mail. The Notice of Intent shall contain a "statement of personal service or mailing" indicating the date on which the Notice of Intent was personally served or deposited in the United States Mail. Such date of personal service or mailing shall be the "date of issuance" of the Notice of Intent. The Human Resources and Risk Manager may act upon the initial written and/or oral presentation of the employee or may request that the employee submit a further response in

writing, or permit the employee a further oral presentation. Failure of the employee to make a written response or request an oral presentation shall constitute waiver of this pre-disciplinary provision. At their own expense, the employee shall be entitled to be represented by counsel or other person of their choice during the course of the above proceedings. This pre-disciplinary hearing is an opportunity for the employee to tell their story, but is not an evidentiary hearing, and the employee may not call witnesses.

- C. The Human Resources and Risk Manager shall provide the employee a written Notice of Discipline, describing their final decision to proceed with, modify, or cancel the proposed disciplinary action. The decision of the Human Resources and Risk Manager shall be immediately implemented.

#### Section 11.05 – Appeal of Disciplinary Action

The following procedure applies only to a suspension without pay, involuntary demotion, reduction in pay, and termination.

- A. When disciplinary action has been taken by the Human Resources and Risk Manager pursuant to Section 11.03, the employee shall have the right to an appeal. An appeal shall not suspend the effective date of the discipline. Failure to timely appeal by the employee or their representative will make the action by the Human Resources and Risk Manager final and conclusive.
- B. Within fifteen (15) calendar days after the final Notice of Discipline is issued, the subject employee may appeal to the General Manager by filing a written answer to the charges and requesting a hearing thereon.
- C. Representatives of the District and the Association shall attempt to agree upon an advisory hearing officer. If the parties cannot agree, an advisory hearing officer shall be selected from a list of seven names to be supplied by the State Conciliation and Mediation Services. The parties will alternate striking names on the list until one name remains, who shall be selected as the advisory hearing officer. The Association will strike the first name. The District agrees to pay any fees associated with procuring the strike list.
- D. The costs of the hearing officer shall be borne by the District.
- E. The hearing shall be conducted in the manner most conducive to determination of the truth, and the hearing officer shall not be bound by technical rules of evidence.

- F. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. The hearing officer shall make findings of fact based on a preponderance of the evidence standard. The level of discipline imposed shall be subject to an abuse of discretion standard.
- G. Each side will be permitted to make an opening statement and a closing argument. On behalf of the District, the Human Resources and Risk Manager or their representative shall first present witnesses and evidence to sustain the charges. The employee may then present their witnesses and evidence in defense.
- H. Each side will be allowed to examine and cross-examine witnesses.
- I. Both the Human Resources and Risk Manager (acting on behalf of the District) and the employee each may be represented by legal counsel. The employee may retain counsel or other representation, at their own expense.
- J. The hearing officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or relevant evidence.
- K. The hearing officer may, prior to or during a hearing, grant a continuance for any reason they believe to be important for reaching a fair and proper decision.
- L. The hearing officer shall prepare a recommended decision and forward it to the General Manager no later than thirty (30) calendar days after the matter of appeal was taken under submission by the hearing officer. The recommended decision shall set forth which charges, if any, the hearing officer feels are sustained and the reasons therefor. The recommended decision shall also set forth whether the level discipline imposed reflects an abuse of discretion.
- M. The employee or their representative may obtain a copy of the transcript of the hearing at their own cost.
- N. Within thirty (30) calendar days of receiving the recommendation of the hearing officer, and after consideration of the record only, the General Manager may sustain or reject any or all of the charges filed against the employee. If the General Manager modifies reduces the level discipline, the General Manager shall, as appropriate, order all or part of the employee's full compensation from the time of dismissal or suspension, if applicable to be paid. The General Manager shall issue a written decision which is final and binding.

- O. An employee who was demoted or dismissed may be reinstated to their position as a result of a successful appeal. In the event of such reinstatement, the employee shall be entitled to their former status of employment.
- P. Dismissal of an employee from the District service following the pre-disciplinary meeting at the Human Resources and Risk Manager, shall:
  - 1. Constitute a dismissal as of the same date from all positions the employee may hold in the District service.
  - 2. Terminate the salary of the employee as of the effective date of their dismissal except that they shall be compensated for any unpaid salary, unused vacation, compensatory time off, and alternative time to their credit as of the date of dismissal.

#### Section 11.06 – Placement in Personnel File

Official disciplinary action documents shall be placed in the employee's personnel file when the discipline is final.

#### Section 11.07 – Employee Acknowledgement

The employee shall be asked to acknowledge each document in the disciplinary process by signing that it was received.

#### Section 11.08 – Paid Administrative Leave

An employee may be placed on paid administrative leave during an investigation of alleged misconduct and/or while disciplinary action is being considered.

#### Section 11.09 – Job Abandonment

When an employee has been absent without authorization from work for more than three (3) days, and in the opinion of the Department head the employee has abandoned their position, the Department Head shall notify the General Manager or a designee. The General Manager shall notify the employee that the District has determined the employee has abandoned their position, and the employee has five working days upon receipt of the notice to contact the District regarding their intent to return to work. Such notice shall be in writing and sent by certified mail or personal service to the most recent address listed in the employee's personnel file.

Abandonment of a position may include, but is not limited to:

- A. An employee failing to return to their employment upon conclusion of any authorized leave of absence;



- B. An employee failing to properly notify their immediate supervisor of absence due to sickness or injury;
- C. An employee failing to appear for work without notification, or agreement between supervisor and employee as to the use of any leave time set forth under this MOU;

If an employee fails to respond within five (5) working days to the notice of abandonment of position, the employee may be considered to have abandoned their position of employment with the District, which shall serve as just cause for termination and grounds for disqualification from future employment with the District. Even if the employee responds within five (5) working days to a notice of abandonment, nothing herein shall preclude the District from taking disciplinary action, up to and including termination, for abuse of leave or unauthorized absence.

## ARTICLE XII – GRIEVANCE PROCEDURE

### Section 12.01 – Purpose

The purpose of this section is to enhance communications between the District and employees by providing a fair and impartial review and consideration of grievances at the level closest to their point of origin within a reasonable time period without jeopardizing the employee's position or employment.

### Section 12.02 – Matters Subject to the Grievance Procedure

- A. A grievance may be filed for an alleged violation of this Memorandum of Understanding.
- B. The grievance procedure shall not be used to establish a new policy or change an existing rules. It shall not be used to challenge a disciplinary action or a performance evaluation.

### Section 12.03 – Informal Grievance Adjustment

- A. An aggrieved employee shall try to solve the issue through informal discussion with their supervisor no later than ten (10) working days after the employee knew or reasonably should have known of the facts underlying the grievance. The supervisor shall conduct whatever investigation they deem necessary and reply in writing to the grievant within ten (10) working days. Any matters that the supervisor does not have authority to decide shall be brought to the attention of a higher level supervisor who does have the proper authority.

- B. If the grievant remains dissatisfied, and/or some other extenuating circumstances exist, they may file a written informal grievance with the next level of authority no later than ten (10) working days after receipt of the informal decision. The higher level supervisor shall conduct whatever investigation they deem necessary and reply in writing no later than ten (10) working days after receipt of the written informal grievance. If the grievant is still not satisfied with the decision, they may file a formal grievance within ten (10) working days of receipt of the higher level supervisor's written decision.

#### Section 12.04 – Formal Grievance Procedure

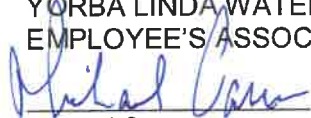
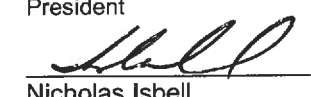

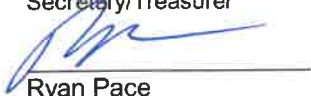

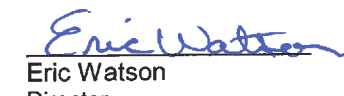
- A. The formal grievance procedure may be followed only after failure to resolve a problem through informal grievance adjustment. If the employee is not in agreement with the informal written decision reached, they may, within ten (10) working days of the receipt of the higher level supervisor's written decision, file a formal grievance in writing with the Human Resources and Risk Manager with a copy to the General Manager. The Human Resources and Risk Manager shall conduct whatever investigation they deem necessary to allow fair consideration of the situation and shall present a written reply to the employee within ten (10) working days after receipt of the written grievance. A copy of the reply shall be forwarded to the General Manager.
- B. If the employee is not satisfied with the decision of the Human Resources and Risk Manager, they may file a written appeal to the General Manager within five (5) working days after having received the written reply of the Human Resources and Risk Manager. Within ten (10) working days of receipt of the written appeal, the General Manager shall make a written decision which shall be final and binding on all parties. The General Manager may conduct whatever investigation and/or meeting(s) they deem appropriate.

#### Section 12.05 – General Conditions

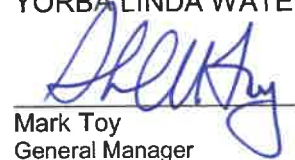


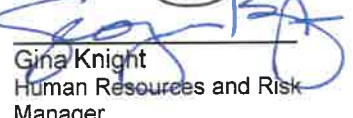
- A. The Human Resources and Risk Manager shall receive and retain copies of all written materials pertaining to the grievance.
- B. An employee may represent themselves, or at their own expense, select whomever they desire to represent them in the grievance procedure.
- C. If an employee fails to proceed with a grievance within any of the time limits specified in this article, the grievance shall be deemed abandoned with no further basis for appeal.

- D. If a District supervisor/manager below the level of the General Manager fails to reply within any of the time limits specified in this section, the grievance shall be deemed denied. The time limits for appeal of a denied grievance shall commence running upon receipt by the grievant of a timely written grievance rejection, or absent such rejection, at the end of the supervisory reply period, where no written rejection has been provided.
- E. Any of the time limits specified in this section may be extended when mutually agreed upon by all parties concerned.
- F. Either the grievant, the Human Resources and Risk Manager or the General Manager, may request a meeting to review the grievance prior to a decision.
- G. When a grievant or designated representative (if a District employee) attends a grievance meeting or hearing with management during the work day, they shall be released without loss of pay in order to permit participation in the foregoing activities provided advance arrangements are made with the employee's Department Manager.

YORBA LINDA WATER DISTRICT  
EMPLOYEE'S ASSOCIATION

	<u>8/8/2023</u>
Michael Carreon President	Date
	<u>8/14/23</u>
Nicholas Isbell Vice President	Date
	<u>8/8/23</u>
Ariana Bautista Secretary/Treasurer	Date
	<u>8/8/23</u>
Ryan Pace Director	Date
	<u>8/8/23</u>
Nicole Dalton Director	Date
	<u>8-8-23</u>
Eric Watson Director	Date

YORBA LINDA WATER DISTRICT

	<u>8/14/2023</u>
Mark Toy General Manager	Date
	<u>8/14/2023</u>
John DeCriscio Operations Manager	Date
	<u>8/7/23</u>
Delia Lugo Finance Manager	Date
	<u>8/9/23</u>
Gina Knight Human Resources and Risk Manager	Date