

**SIDE LETTER OF AGREEMENT**

Coachella Valley Water District  
and  
Association of Supervisory Support Evaluation Team

This Side Letter of Agreement is entered by and between the Coachella Valley Water District (“District”) and Association of Supervisory Support Evaluation Team (“ASSET”) with respect to the following:

WHEREAS, the District and ASSET are parties to a Memorandum of Understanding (“MOU”) with the term of January 1, 2021 through December 31, 2023 that sets forth the compensation, hours, and other terms and conditions of employment for classifications in the bargaining unit represented by ASSET;

WHEREAS, Article 20 (Call Out Time) of MOU includes provisions that set forth the terms of callout time;

WHEREAS, Article 20 does not specifically address the terms and conditions for callout time when an employee is not required to physically leave his/her location;

WHEREAS, the parties have met and conferred in good faith and agreed to modify Article 20 of the MOU to clarify all the terms and conditions for callout time; and

NOW THEREFORE, the District and ASSET agree to amend the MOU as follows:

1. The following language shall supersede and replace Article 20 of the MOU in full, while all other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU:

**ARTICLE 20.           NON-EXEMPT EMPLOYEE CALLOUT TIME**

Employees may be contacted and required to provide service during non-working hours. In those instances, non-exempt employees may be eligible for callout compensation pursuant to the terms of this Article.

**1. Callout that Requires a Physical Response**

- A. A “Physical Response” shall be defined as an employee physically leaving his or her location to respond to a District facility or District job site.

- B. "Confirmation Call" shall be defined as the call in which the employee confirms that he or she shall physically respond to a District facility or District job site.
- C. For those matters that require a physical response by the employee, the employee shall be eligible for callout compensation under this section as follows:
  - a. Two (2) hours minimum overtime pay for each callout not to exceed the number of hours between assigned shifts.
  - b. Callout time will start from the time of the Confirmation Call.

## **2. Callout that Requires a Telephonic Response**

- A. Any employee who is not required to "Physically Respond," but is required to perform work from a remote location via District issued cell phone or laptop (i.e. home or other off-duty location) shall document his or her actions and track the "Actual Time" spent performing such work.
- B. "Actual Time" shall be defined as the time spent performing such work on a minute basis and shall not be rounded up or down. By way of example, a six (6) minute telephone call shall be recorded as 00:06 and a thirteen (13) minute phone call shall be recorded as 00:13.
- C. The employee shall submit an itemized time slip with the total actual time worked during the callout period with a request for compensation under this section to their supervisor upon return to the District. The request shall be subject to approval by the Department Head or designee.
- D. The District reserves the right to review employee's District provided cell phone records and or record of remote access to District systems to confirm the duration of any work listed in the itemized time slip.
- E. Such time, as approved by the Department Head or designee, shall be compensated as callout time for each call rounded up to the nearest fifteen (15) minute interval. If multiple calls are received and/or made within the same 15 minutes time frame, calls will be totaled and then rounded up to the nearest fifteen (15) minute interval.

## **3. Compensation for Callout Time:**

- A. Callout time shall be defined as overtime pay as follows:
  - a. Regular pay plus one-half (1/2) time.
  - b. Regular pay plus one and one-half (1 1/2) time during holidays.

