

MEMORANDUM OF UNDERSTANDING

COACHELLA VALLEY WATER DISTRICT

AND

**ASSOCIATION OF SUPERVISORY SUPPORT
EVALUATION TEAM**

January 1, 2024 to December 31, 2026

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND ASSOCIATION OF SUPERVISORY SUPPORT EVALUATION TEAM

The Coachella Valley Water District (the District) recognizes Association of Supervisory Support Evaluation Team (ASSET) as the exclusive employee representative for the supervisors unit of the District. Employee classifications affected by this agreement are identified in the ASSET Employee Member Classification Listing hereto attached as Appendix A.

I. TERM OF MEMORANDUM

The term of his memorandum shall be for three (3) years from January 1, 2024 through December 31, 2026. The provisions of this memorandum shall become effective after ratification by the ASSET membership of the District and the approval by the Board of Directors of the District. Specific sections designate effective dates subsequent to the effective date of this memorandum.

2. SALARY ADJUSTMENTS

2.1. Year 1:

Effective the first pay period after either January 1, 2024 or the date of ratification by ASSET membership and the approval by the Board of Directors of the MOU, whichever date is later, salaries will be increased by 4.9% based on actual Riverside, San Bernardino, Ontario CPI-U index (September 2022 – September 2023), subject to a 2% minimum and 5% maximum increase.

2.2. Year 2:

Effective the first pay period after January 1, 2025, salaries will be increased based on actual Riverside, San Bernardino, Ontario CPI-U index (September 2023 – September 2024), subject to a 2% minimum and 5% maximum increase.

2.3. Year 3:

Effective the first pay period after January 1, 2026, salaries will be increased based on actual Riverside, San Bernardino, Ontario CPI-U index (September 2024 – September 2025), subject to a 2% minimum and 5% maximum increase.

2.4. One-Time Payment

All ASSET members employed at the District on the date that ASSET provides the District with written notice of the ratification of this MOU shall receive a one-time gross payment of \$4,000. The one-time payment shall not be pensionable compensation reported to CalPERS. At employee's request, the gross one-time payment can be

deposited into a deferred compensation 457 account of the employee's choosing in lieu of receiving the taxed amount.

2.5. Supplemental Salary Adjustment

In addition to the Year 1 Cost of Living Adjustment defined above, all ASSET members shall receive 1.5% increase to salary effective the first full pay period that includes January 1, 2024 or the first full pay period after ratification and approval of this MOU, whichever is later.

2.6. Classification and Compensation Study

The District will continue efforts to complete a classification and compensation study. The results of the study will be shared with ASSET upon its completion. The parties will meet and confer regarding changes related to the classification and compensation study with the target completion date of June 30, 2024.

2.7. Expansion of Step Ranges

Effective the first pay period after either January 1, 2021 or the date of ratification by ASSET membership and the approval by the Board of Directors of the MOU, whichever date is later, the step ranges will be expanded to 16 steps using the bottom of the current salary range and establishing 2.25% increments between both steps and grades. When placing an employee within the new range, the employee will be moved up to the next step if his/her current salary does not fall exactly on a new step.

All members who are not at top step in the new salary range shall receive a one-time one-step advancement in the new 16-step salary progression.

The District will first establish the 16-step salary schedule in accordance with the terms of this agreement, including the placement of ASSET members on the appropriate step of the new schedule. Following the establishment of the 16-step salary schedule and proper placement of ASSET members on the new schedule, the District will then apply the negotiated salary adjustment to the new 16-step salary schedule pursuant to the terms of this agreement.

3. RETIREMENT

Employees that are considered "classic members" in CalPERS will pay the full eight (8%) percent of the CalPERS Employee Contribution rate on a pretax basis.

CalPERS refers to all members that do not fit within the definition of a new member as "classic members". All existing CalPERS members as of December 31, 2012, will retain the existing benefit levels for future service with the same employer.

Employees who are considered "new members" will pay 50% of the normal cost for the CalPERS 2% @ 62 plan. The normal cost will be determined on an annual basis by a CalPERS Actuarial.

A "new member" is defined by CalPERS as:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- c. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

The District contracts with CalPERS for the 2.5% @ 55 retirement plan for Classic Members.

The District contracts with CalPERS to include the ability for the employees to purchase Military Service Credit at their own expense.

The District contracts with CalPERS for the Pre-Retirement Optional Settlement 2 Death Benefit.

4. HEALTH AND WELFARE PROGRAMS

4.1. Employee Medical Plans

4.1.1. General

Eligibility. An employee is eligible for medical benefits the first of the month following the completion of thirty (30) days of continuous employment. An employee can cover his/her spouse/domestic partner, dependents up to age 26, or a dependent who is mentally or physically handicapped. Domestic Partners registered with the State of California will be eligible for medical, dental and vision coverage. If an employee has not enrolled in a medical plan within thirty (30) days of their hire date, the employee will be placed in the lowest cost HMO plan.

Medical plans do not cover services outside the United States.

The District will provide four (4) medical plan options – one (1) HMO Plan, one (1) PPO Plan, one (1) High Deductible Health Plan (HDHP), and one (1) other medical plan (EPO, HMO, POS, or PPE) –to all eligible employees and their dependents for the remaining term of this MOU. Medical plan options are subject to change based upon recommendations by the Benefits Committee.

The medical plan(s) include(s) prescription drug benefits.

Medical plan information, including premium rates, co-pays, and deductibles, are available in Human Resources.

The total premium in effect on January 1, 2024, and any future increases after said date shall be shared by the District and the employee. The District will pay 75% of the total monthly premium cost for any group medical plan offered by the District for the duration of this MOU. The employee will contribute 25% of the total monthly premium cost for the group medical plan the employees elects for the calendar year. The employee contribution shall be on a pre-tax basis to the extent allowable by law.

Employees are required to pay all medical premiums while out on a qualified leave of absence. An invoice for the premiums due will be mailed to the employee's home address. All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage may be cancelled. If the medical plan is cancelled, an employee cannot re-enroll in any District group medical plan until open enrollment or if they experience a qualified change in status. Any additional costs beyond what the District had been paying at time of cancellation will be at the employee's expense.

4.1.2. Opt-Out of Employee Medical Plans

The District will allow each employee to opt out of the District health care program if they are covered by another health plan. An employee can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status. Any employee who provides to the District evidence of insurance under a separate policy and requests to be deleted (opt-out) from the District's medical insurance coverage shall receive five hundred dollars (\$500) per month for the length of time that the employee is opted-out.

If the employee and spouse are both employed at the District, one of the employees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The employee does not receive a monetary amount for opting out of the medical plan. Participation in the dental and vision plans are mandatory and employees cannot opt out of these plans.

4.2. Retiree Medical Plans

4.2.1. General

Retiree medical benefits are considered a post-employment benefit and as such are subject to change, including federal and state laws, and any unforeseen and extraordinary circumstances that are not part of usual and customary business practices.

Premiums are paid on a monthly basis. At time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement.

Cost-sharing of premiums for retirees shall be the same as for active employees.

Eligibility for retiree medical coverage shall be determined as follows:

- a. Retirees with twenty-five (25) or more years of continuous employment with the District, the retiree will receive cost-sharing based on the family plan rates and can maintain the dependents that are on his/her plan at the time of retirement as long as the dependents remain eligible for coverage.
- b. Employees hired BEFORE July 1, 2011 – For the duration of this MOU, for retirees who retire with ten (10) or more years of continuous employment with the District will receive cost-sharing based on the employee-only rates.
- c. Employees hired AFTER July 1, 2011 – For the duration of this MOU, for retirees who retire with fifteen (15) or more years of continuous employment with the District, will receive cost-sharing based on the employee-only rates.
- d. Retirees with less than 25 years of continuous employment with the District who meet the qualifications for retiree-only coverage: The retiree may elect to maintain coverage for dependent(s)... The District's portion of the total Employee Only premium cost will be deducted from the total cost of the elected coverage. The retiree will pay the remaining balance of the premium for the elected coverage.

Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage may be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any District group retiree medical plan until all debts due and owing are paid at the time of an open enrollment. Any additional costs beyond what the District had been paying at time of cancellation will be at the retiree's expense.

Retiree shall be responsible for any unpaid premium amounts owed to the District. Any retiree that owes a debt to the District for any unpaid premiums shall not be eligible for re-enrollment until all debts are paid in full.

If a retiree marries after his/her retirement date, the spouse is not eligible for District group medical plan benefits. Retirees will be offered a chance to choose a plan when eligible for benefits during open enrollment.

When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for the District group medical plans or prescription drug plans. At that time, he/she would then enroll in a Medicare plan.

4.2.2. Opt-Out of Retiree Medical Plans

The District will allow each retiree to opt out of the District retiree health care program if they are covered by another retiree health plan until the retiree becomes Medical eligible. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status. Any retiree who provides to the District evidence of insurance under a separate policy and requests to be deleted (opt-out) from the District's medical insurance coverage shall receive five hundred dollars (\$500) per month for the length of time that the retiree is opted-out. If the retiree and spouse are both retirees of the District, one of the retirees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The retiree does not receive a monetary amount for opting out of the retiree medical plan.

4.3. Dental Plan

The District offers employees a PPO dental plan. Employees must enroll in the dental plan and may enroll their spouse/domestic partner, or eligible dependents. An employee cannot opt out of the dental plan.

The District will pay 75% of the premium cost of dental insurance premiums per employee. The remaining of the premiums will be paid for by the employee through payroll deduction. The employee contribution shall be on a pre-tax basis to the extent allowable by law.

Dental plan options are subject to change based upon recommendations by the Benefits Committee.

4.4. Vision Plan

The District offers employees a PPO vision plan. Employees must enroll in the vision plan and may enroll their spouse/domestic partner or eligible dependents. An employee cannot opt out of the vision plan.

The District will pay 75% of the premium cost of vision insurance premiums per employee. The remaining 25% of the premiums will be paid for by the employee through payroll deduction. The employee contribution shall be on a pre-tax basis to the extent allowable by law.

Vision plan options are subject to change based upon recommendations by the Benefits Committee.

4.5. Life Insurance and Accidental Death and Dismemberment Plans

The District will provide District employees with group term life insurance coverage of one and one-half (1½) times their annual salary with a minimum benefit of fifty thousand dollars (\$50,000) to a maximum benefit of three-hundred fifty thousand dollars (\$350,000). Once an employee reaches the age of 65, the benefit is reduced to 65% of one and one half (1½) times salary or \$50,000 whichever is greater. The benefit percentage continues to be reduced on a set scale until the employee reaches the age of 70. At age 70, the maximum benefit is reached at 50% of one and one half (1½) times salary or \$50,000 whichever is greater. The District pays the full cost of the life insurance and AD&D insurance premiums for employees, spouses/domestic partners and eligible dependents.

At the time of retirement or termination, employees will be offered the option to convert the group term life insurance policy to an individual term life insurance policy. The employee has thirty (30) days from their retirement or termination date to elect the conversion policy and pay premiums at their own expense.

Employees covered by nondiscriminatory employer-provided group life plans are taxed on the face amounts exceeding fifty thousand dollars (\$50,000) as imputed income. The taxable amount is calculated using five-year age bracketed rates stipulated in regulations and referred to as Table I Rates.

4.6. Flexible Spending Accounts (FSAS)

To the extent allowable by law, the District will offer employees options for three (3) Flexible Spending Accounts (FSAs) under IRS Revenue Code 125, which governs all cafeteria plans, at no administrative cost to the employee. An employee can participate in the plan once a year and must enroll in the plan each year during open enrollment. Midyear participation is only available to new employees or those employees who have a qualified change in status. The maximum amount that you can contribute per year is based on the IRS Code for Cafeteria 125 plans. The plan year begins on January 1 through December 31 of the same year.

4.6.1. Health Care FSA

The Health Care FSA provides employees with an opportunity to pay for medical, dental, vision and hearing out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount pledged for the calendar year.

4.6.2. Dependent Care FSA

The Dependent Care FSA provides employees an opportunity to pay for child or elder dependent care out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount they have contributed to date to the plan for the calendar year.

4.6.3. Limited Health Care FSA

Employees participating in a Health Savings Account (HSA) with a HDHP medical plan, may also participate in a limited health care FSA for dental and vision expenses only.

4.6.4. Invalidation

If any of the plans are held invalid or unenforceable by the IRS, its invalidity or unenforceability shall not affect any other provisions of the Plan and the Plan shall be construed and enforced as if such provision had not been included herein. If the entire plan is held invalid or unenforceable by the IRS, it shall not invalidate this MOU.

4.7. Short and Long-Term Disability (LTD) Plan

The District will offer employees a Long-Term Disability Insurance Plan that provides sixty-six and two-thirds percent (66.67%) of the employee's salary (up to a maximum of \$10,000 per month and subject to integration) up to age sixty-five (65). All employees must participate in the core LTD Plan and premiums are paid by employees on a pretax basis.

The District offers two short- and long-term disability plans:

- a. Core Long-Term (LT) & Short-Term (ST) – All employees must participate in the core LT and ST programs that are provided by the District with premiums paid for by the employee on a pretax basis to the extent allowable by law.
- b. Optional Buy-Up – Employees making more than \$3,600 per month have the option to purchase additional disability insurance in addition to the core disability plans on a pretax basis to the extent allowable by law.

4.8. Wellness Program

Employees covered by this MOU shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. Participation will not be used as a punitive measure. Please see the CVWD Wellness Policy for details. Wellness program options are subject to change based upon recommendations by the Wellness Committee.

4.9. Voluntary Benefits

All employees are eligible to participate in voluntary benefits offered by the District. Employees pay the full cost of premiums on an after-tax basis. The availability of voluntary benefits is subject to change during the length of this MOU. Voluntary benefits may include the following:

- a. Supplemental Life Insurance
- b. Accident
- c. Hospital Indemnity
- d. Critical Illness
- e. Medical Transport
- f. Scholarshare 529

4.10. Benefits Committee

During the course of this MOU, the District will form a Benefits Committee. ASSET may have up to two members join the committee when formed along with other District employees. The committee shall work together to evaluate and recommend

medical benefit plan(s) that are in the best interest of the District and the employees. Participation in the committee is voluntary.

5. DEFERRED COMPENSATION

The District offers both Traditional and Roth 457 deferred compensation supplemental retirement plans subject to continued qualification of such plan under the law. Participation is voluntary. An employee is eligible to enroll at any time during the year. An employee selects a fixed dollar amount or percentage of their salary to be deducted on a pretax basis (Traditional) and after tax (Roth) from each paycheck throughout the year. An employee can contribute up to the maximum dollar limit allowed by the IRS. The plans offer employees an option of taking a loan subject to the terms of the plan. An employee may take a legally compliant hardship withdrawal with the Human Resource Director's approval. The supplemental deferred compensation benefit is in addition to the PERS retirement plan

6. EDUCATIONAL REIMBURSEMENT

The District will provide educational reimbursement in the amount of four thousand (\$4000) dollars for lower division college level classes including approved home study courses. The District will provide educational reimbursement of up to seven thousand (\$7000) dollars for upper division classes (3rd and 4th year) college or graduate level classes of approved, job related degree programs and job-related college level certificate programs, or job-related professional certificate programs, effective for classes beginning after the effective date of the MOU.

6.1. Approved Study Courses

- a. Passing grade of "C: or better or "pass" designation must be received to be eligible for reimbursement.
- b. Reimbursement will be for tuition, registration and books when accompanied by proper receipts and documents.
- c. Human Resources must approve courses prior to enrollment.
- d. Reimbursement will be for the fiscal year of course completion.

6.2. Continuing Education

ASSET employees will be provided with paid time to attend Continuing Education Courses (CEC) to obtain contact hours to satisfy the requirements for certifications under the following conditions:

- a. The certification/license is required to satisfy the employee's current job description.
- b. The certification/license requires a specific number of contact hours for renewal.
- c. The employee doesn't already have the required number of Contact Hours/CEU's.
- d. The employee has not attended the same CEC, program, or training event in the last 11 months.
- e. The employee has completed the travel authorization request form (CVWD-140) and been approved by the General Manager.

A list of approved certificates along with CEC requirements will be maintained by the Human Resources Department.

Employees wanting to attend CEC's for certification outside of the requirements of their current job description may apply for assistance under the educational reimbursement program.

7. LICENSE AND CERTIFICATIONS

The District will reimburse employees for any license or certification fee that is required by the District including any renewals. This does not include Class "C" driver's licenses. It is solely the responsibility of the individual employee, not the District, to monitor the expiration of any licenses or certifications.

The District will allow a minimum of sixteen (16) hours of paid time to attend classes for Contact Hours required for renewal of their current certification that is needed for their classification series. This will not be used in overtime calculations. Additional required time is subject to approval by Department Head.

Organizational membership fees may be reimbursed if the membership is beneficial to the employee's job duties and is subject to Department Head approval.

8. WORK HOURS

General office work hours of the district shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, or as established by the General Manager.

8.1. Zanjero Schedule

- a. Zanjeros will be assigned a regular scheduled eight and one half-hour day including an unpaid one half-hour meal break either with ten (10) days on duty and four (4) days off or with five (5) days on and two (2) days off.
- b. One (1) Zanjero II and one (1) Zanjero III, will be assigned to standby duty. The Zanjeros assigned to standby duty will have the use of a District vehicle for transportation to and from the District during the days they are scheduled for work and will have the responsibility to respond after hours with the District vehicle as needed by District activities. Other Zanjeros will not have the use of a vehicle for transportation to and from the District unless approved by the Department Head during times of emergency or in the best interest of the District.
- c. Zanjeros are eligible for call-out pay, standby pay and shift differential as per other sections of this memorandum.
- d. Any and all preexisting agreements that are in conflict with this section are superseded by this MOU.

8.2. Exempt Employees Partial Day Absences

For exempt employees, partial day absences of four (4) hours or less will not require the use of accrued leave, except for FMLA related time off.

Exempt employees must notify their supervisor in writing and receive approval for any absence during their regular work schedule, regardless of the length of absence. Except that in the event of an unforeseen emergency that requires an exempt employee to

unexpectedly leave work, the employee shall arrange for coverage and notify a minimum of two levels of supervision, where applicable, of his/her absence and coverage arrangement before leaving work without approval.

Participants in the Alternative Work Schedule will be not be required to use personal leave for absences of 4.5 hours or less. For purposes of this provision, an employee must have actually worked for the minimum of 4 hours or 4.5 hours, depending on work schedule.

Notwithstanding this provision, all FMLA related time off, regardless of length, must be submitted to employee's supervisor and must clearly state that the leave is for FMLA purposes

9. ALTERNATIVE WORK WEEK

An alternative work schedule (9/80 schedule) may be requested by the employee as his/her regular schedule. Such schedule must be approved by the General Manager or designee(s) and Human Resources and follow the guidelines set in the Alternative Work Schedule Policy. An employee is subject to removal from an alternative work schedule by the District for disciplinary and/or performance issues, as well as operational and/or businesses necessity. The District shall provide a minimum of two weeks' notice of such removal when feasible

10. SCHEDULE CHANGES

Given the responsibilities of the District to its customers, public health and emergencies, whenever practical, employees affected by temporary schedule changes shall be given five (5) days written notice of intended change.

11. WORKING OUT OF CLASSIFICATION

A District employee may be assigned to work in another classification for up to three hundred sixty (360) hours in that classification during any twelve (12) month period without special compensation. An employee who believes he or she has been assigned duties beyond three hundred sixty (360) hours in accordance with this policy may either request an informal review by the Human Resources Director or file a grievance.

Duties of the higher class would have to be performed at least one third (1/3) of the regular day (2.66 hours) to have eight (8) hours counted toward the three hundred sixty (360) hours. Calculations will be on a revolving twelve (12) months.

12. FLEXTIME SCHEDULE

Temporary adjustments in work schedules for up to ninety (90) days may be allowed for the convenience of the employee if requested by the employee and approved by the department head and Human Resources.

13. PAYDAYS AND HOURLY RATE CALCULATION

Salary payments will be made on a biweekly basis. The payday for each biweekly pay period will be on the fourth regular working day following the end of the pay period.

The hourly rate shall be determined by dividing the annual rate by two thousand eighty (2080) hours.

Bi-weekly pay period shall be defined as beginning on a Saturday and ending at the close of the second Friday following.

14. SALARY STEP PLACEMENT

While vacancies shall ordinarily be filled by recruitment at Step 1 of the established salary range, the District may recruit at higher steps.

15. MERIT PAY AND PERFORMANCE PAY

15.1. Annual Performance Evaluation Cycle

The Performance Evaluation Cycle is aligned with the Fiscal year. Performance evaluations will be processed during the month of May and merit increases and performance pay shall be effective the first pay period of the fiscal year.

During the term of the agreement, the Parties shall meet and confer over any negotiable modifications to the performance evaluation program and any changes to the performance pay program resulting from new performance evaluation program.

15.2. Merit Increases

ASSET members who are not at top step of the salary range may be eligible for an annual merit increase based on the results of their annual performance evaluations. Subject to the following requirements, employees who receive an overall rating of “Successful” or “Exceeds Expectations” shall receive a performance-based merit increase as follows:

- a. Employees that received an overall “Successful” on their evaluation and are not at top step of the salary range will receive a one-step advancement along the 16-step salary progression as a merit increase.
- b. Employees that receive an overall “Exceeds Expectations” on their evaluation and are not at the top step of the salary range will receive either a two-step advancement along the 16-step salary progression, or a one-step advancement if it results in placement at top step, as a merit increase. In the event that an employee is not able to advance two-steps as a result of reaching top step after a one-step advancement, the employee will also receive a one-time non-PERSable lump sum payment equivalent to the amount of one step.
- c. Employees receiving an overall “Needs Improvement” performance rating are not eligible for performance-based merit increases.
- d. Employees whose salary is at the salary range maximum are not eligible for a performance-based merit increase.

- e. An employee must have successfully completed his/her probationary period to be eligible to receive a salary step advancement.

15.3. Performance Pay

Under the 16-step salary schedule, performance pay shall continue for term of this Agreement. The continuation of performance pay following the expiration of this Agreement shall only continue if affirmatively negotiated in a subsequent MOU.

ASSET members who are at the top step of the salary range may be eligible to receive an annual performance pay bonus (non-PERSable). Those employees that are at the top step of the salary range that receive an “Exceeds Expectations” will receive a onetime non-PERSable lump sum payment equivalent to 4.5% of their annual salary.

A member that receives a one-time non-PERSable lump sum payment pursuant to the Merit Pay provision shall not also be eligible to receive a payment under the Performance Pay provision.

15.4. Discretionary Advancement

Any non-probationary employee may be advanced in the pay range during the performance review period regardless of the length of time served at the employee’s present pay rate. This advancement requires the written recommendation of the employee’s manager and the approval of the employee’s department head, Human Resources Director and General Manager.

16. PERSONNEL ACTION FORMS (PAF)

The District will distribute copies of Personnel Action Forms (PAF) to the employees. This will include all PAF’s except those regarding cost-of-living adjustments that are given to all employees.

17. OVERTIME

Positions exempt from overtime, premium time or stand-by time are denoted with an asterisk in the ASSET classification listing attached hereto in Appendix A.

Premium Time Pay (generally known as overtime) shall be paid at the rate of one and one-half (1 ½) times the regular rate upon approval by the supervisor with prior approval by management and paid to the employee at the same time as regular pay.

Zanjeros and Control Operators shall be paid premium pay for time worked between regularly assigned shifts.

All work in excess of eight (8) hours, except for scheduled ten (10)-hour days, in any workday, or forty (40) hours in any workweek, shall be authorized by the supervisor with approval by the Department Head.

Special overtime pay shall be defined as overtime pay for the time worked beyond twelve (12) consecutive hours. Payment for special overtime shall be at the regular hourly rate multiplied by two.

Overtime (Premium Time) pay may be authorized for an exempt employee who is called for service by the General Manager and Department Head and directed to report to duty. (See Callout time.)

18. SHIFT DIFFERENTIAL

A shift differential of seventy-five (\$0.75) cents an hour shall be paid for all hours worked on a scheduled shift which predominantly falls between 5:00 p.m. and 5:00 a.m.

19. FATIGUE TIME

The purpose of fatigue time is to allow a supervisor to have rest after being called out to work.

19.1. Non-Exempt Employee

A non-exempt employee shall be eligible for fatigue time if the employee has worked more than two and one-half (2.5) hours of overtime and the completion of the overtime is less than ten (10) hours before the start of the employee's next regularly scheduled shift. An employee who is called-out to work before the regular shift must be called a minimum of three (3) hours before the regular start time to be eligible for fatigue time.

When an employee becomes eligible for fatigue time the employee, after consulting with the supervisor shall have the option to:

- a. Shift the employee's next regular eight (8) hour shift to provide for ten (10) hours off duty but no more than four (4) hours past the end of the regular shift.
- b. Pay the employee for the time off between the start of the employee's next regular shift and the time the employee actually begins work after having ten (10) consecutive hours off duty. The combination of fatigue time and work time during the employee's regular shift shall be not be greater than the normal hours in the regular shift.
- c. Allow the employee to continue working into their regular shift without exceeding sixteen (16) continuous work hours. If necessary, the employee would only receive fatigue time to complete the rest of their regular shift to receive a full day of pay.

Fatigue time will not be used in overtime calculations for the remainder of the day that the fatigue time was earned to the start of the next regular shift. An employee, eligible for fatigue time, must actually work a minimum of eight hours after the end of the fatigue time before becoming eligible for overtime.

The District may reschedule or reassign employees as needed to cover the duties of an employee on fatigue time.

When fatigue time is exercised, an employee may take available vacation or floating holiday to complete the remainder of the shift.

Subject to availability of a replacement, an employee on standby who is called out after 11 p.m. may request to be removed from standby for the following night.

Fatigue time shall not apply to natural disasters such as earthquakes or floods unless the damage is no more than what would normally occur in a given day.

19.2. Exempt Supervisor

After a callout, the exempt supervisor will discuss with their supervisor whether or not there is a need for the exempt supervisor to continue working or take fatigue time. Exempt supervisors will not be required to use vacation or floating holiday to complete an 8-hour work day.

Fatigue time shall not apply to natural disasters such as earthquakes or floods unless the damage is no more than what would normally occur in a given day.

20. NON-EXEMPT EMPLOYEE CALLOUT TIME

20.1. 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:
 - i. Two (2) hours minimum overtime pay for each callout not to exceed the number of hours between assigned shifts.
 - ii. Callout time will start from the time of the Confirmation Call.

20.2. 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.

20.3. Compensation for Callout Time

- a. Callout time shall be defined as overtime pay as follows:
 - i. Regular pay plus one-half (1/2) time.
 - ii. Regular pay plus one and one-half (1 1/2) time during holidays.
- b. Compensation under this section may also be provided to employees designated as exempt when authorized by the Department Head in matters deemed to involve unique service conditions.

21. STANDBY ASSIGNMENT

Standby assignment shall be designated by the Department Head for periods considered to provide the most effective service, i.e. – daily, weekly, periodic, monthly, etc. Employees assigned standby shall be on call at all times during the designated period and remain within thirty (30) minutes travel time of the workstation. An employee must be available to work and not on leave to be eligible for standby pay.

Employees should be given as much notice as possible to changes in standby assignment.

Daily: Standby period shall be designated for the period following the end of an employee's regular eight (8) hour work period.

Weekly: Standby shall begin after the regular workday on the last day of the weekly work cycle and end at the beginning of the eighth (8th) workday.

Standby time pay: Standby time pay shall be at the regular hourly rate as follows:

- a. One hour for each sixteen (16) hours following the regular workday.
- b. Four (4) hours for each twenty-four (24)-hour period (Saturday, Sunday and holiday).
- c. Shall be in addition to any regular or overtime pay.

22. HOLIDAY PAY

Employees shall be paid eight (8) hours of their regular rate of pay for District observed holidays. Non-exempt employees who are required to work on District observed and actual holidays will receive one and one-half (1 1/2) times their regular rate for work performed on the holiday up to consecutive eight (8) hours. Non-exempt employee who are required to work on both an observed and actual holiday shall only be eligible for holiday pay on one such date. Holiday work in excess of eight (8) hours will be paid at two (2) times the regular rate.

23. LONGEVITY PAY

Effective April 19, 2014, all employees currently receiving longevity pay will have that longevity pay frozen at its current rate. No increases will be made to longevity pay. No additional employees will be eligible to receive longevity pay.

24. HOLIDAYS

24.1. Holiday Leave

As far as practicable, employees of the District will not be required to serve on the following holidays:

- a. New Year's Day, January 1st
- b. Memorial Day, May, last Monday
- c. Juneteenth, June 19th
- d. Independence Day, July 4th
- e. Labor Day, September, 1st Monday
- f. Veteran's Day, November 11th
- g. Thanksgiving Day, November, 4th Thursday
- h. Friday after Thanksgiving Day
- i. Christmas Day, December 25th

The last four (4) hours of an employee's regular workday on December 24th, annually is declared a holiday when it falls on Monday, Tuesday, Wednesday or Thursday.

When any of the above holidays occur on a Sunday, the following Monday shall be observed in lieu thereof and when they occur on a Saturday, the Friday preceding shall be observed in lieu thereof.

Each regular employee in service prior to the legal holiday, and in a pay status on the first working day prior to, and the first working day after each legal holiday shall be paid as though they had served on the holiday; earned vacation, floating holiday, or sick leave shall be considered as service for this purpose. When the last day of service, prior to termination of an employee's appointment, is a day immediately prior to the legal holiday, that employee shall not be entitled to payment for the holiday.

24.2. Floating Holiday

Employees of the District shall receive forty (40) hours of floating holidays per year, which shall be available as follows:

- a. Sixteen (16) hours of floating holidays on July 1
- b. Twenty-four (24) hours floating holidays on January 1

However, if an employee leaves the District for any reason other than retirement within the ninety (90) days following the granting of the floating holidays, one day (eight (8) hours) pay shall be deducted from the employee's final pay.

No more than forty (48) hours of floating holiday may be accrued.

New employees shall not be eligible to take floating holidays until after ninety (90) days of service.

The increments of usage shall be the same as for vacation leave use except that any employee may use this time in case of emergencies without the three (3) day advance notice.

These hours, if requested, will be granted providing it would not create a problem for the District in the opinion of the General Manager. Any denial of a written request for floating holiday hours off, submitted at least ten (10) calendar days in advance, shall be in writing. The District may rescind prior approval of requested floating holiday hours based on operational need.

25. SUPERVISOR LEAVE

ASSET Employees shall be granted eighteen hours (18) of Supervisor Leave each July 1 to be used on a fiscal year basis. This leave will not be carried over from one year to the next and any remaining leave at the end of the pay period before the next year's is granted will be forfeited. This leave will not be paid out upon termination or retirement.

26. VACATIONS

All vacation leave must be requested in advance, with a minimum of three (3) day written notice from employee to supervisor. Should extenuating circumstances arise, the immediate supervisor may make exception to the three (3) day notice.

Vacation requests will be granted providing it would not negatively impact business operations as determined by the General Manager.

Employees of the District shall earn vacation leave for the first five (5) years of continuous employment at the rate of eighty (80) hours for each full year of service. During the second five (5) years (6-10) of continuous employment, vacation leave shall be earned at the rate of one hundred-twenty (120) hours for each full year of service. After the tenth (10th) year of service, vacation leave shall accrue at the rate of one hundred-sixty (160) hours for each year of service. Employees may accumulate up to 600 hours of vacation leave.

Effective April 19, 2014, employees with vacation time in excess of 320 hours will have the excess transferred to a separate account in order to bring the employee's vacation leave bank to 320 hours. The time in the excess bank can be used as requested and approved in accordance with the vacation leave policy. This bank cannot have any time transferred into it other than the initial transfer of leave.

Employees reaching the maximum will cease to accrue vacation leave until the pay period that the total accrued vacation leave is again below the maximum. Any employee who terminates employment with the District shall be paid the monetary value of any earned vacation leave. Vacation leave is available for use on the employee's first (1st) anniversary day and as earned thereafter. Vacation leave may be advanced to an employee at the discretion of the General

Manager. Upon termination a reduction shall be made covering the monetary value of any leave so advanced and still owing. Problems of pay, posting, earning or adjusting shall be submitted to and reviewed by the Human Resources director and concluded by memo to the accounting department within five (5) working days.

26.I. Vacation Schedules

When determined by the supervisor, department heads shall develop leave schedules to satisfy District projects and schedules.

27. SICK LEAVE

Employees begin accruing paid sick leave at the commencement of employment. Sick leave is accrued at the rate of eight (8) working hours for each full month of employment. Sick leave is not accrued during a period of layoff of service or unpaid leave of absence. Any balance of unused sick leave may be carried over to the next year until the maximum balance of 360 hours of sick leave is accrued. Employees may begin using accrued sick leave on their 90th day of employment.

Upon written or oral request, employees may use sick leave for the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition, or preventive care for, an employee or an employee's family member; or
- b. For an employee who is a victim of domestic violence, sexual assault, or stalking.

"Family member" means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) A spouse; (4) A registered domestic partner; (5) A grandparent; (6) A grandchild; (7) A sibling.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor at least 30 minutes before shift or starting time begins. For any absence of three days or more for the employee's own injury or illness, the District may require a release to return to work from the employee's health care provider.

Employees may use sick leave in minimum increments of one half (1/2) hour.

Sick leave will be paid at the employee's hourly wage. Employees who had different rates of pay in the 90 days prior to taking sick leave will be paid for sick leave at the rate of pay calculated by dividing the employee's total wages, not including overtime pay, by the employee's total hours worked in the full pay periods of the 90 days of employment prior to taking such sick leave.

Upon retirement from the District, an employee's unused sick leave, and Emergency Health Fund of record shall be covered as follows:

- a. Up to four hundred eighty (480) hours of accrued sick leave, and Emergency Health Fund, combined, shall be paid to the employee at the rate of one hundred (100%) percent of the employee's rate of pay at retirement. All accrued sick leave and Emergency Health Fund beyond four hundred eighty (480) hours, will be paid at fifty (50%) percent of the employee's rate of pay at retirement.
- b. There is no right to a pay out of sick leave and Emergency Health Fund if an employee resigns or is terminated.

Upon the death of an employee, all accrued sick leave and Emergency Health Fund will be paid to the employee's estate at the rate of 100%.

28. EMERGENCY HEALTH FUND

The maximum number of hours in an employee's Emergency Health Fund is 300 hours.

28.1. Emergency Health Fund Conversion

The amount of unused sick leave hours accrued in excess of 360 hours as determined as of the first pay period ending prior to December 1 of each year shall be distributed as follows:

- a. One-half (1/2) accrued to Emergency Health Fund.
 - i. If the contribution under this provision results in the Emergency Health Fund reaching the 300-hour cap, the remaining contribution shall be distributed under one of the options identified in Section B.
- b. One-half (1/2) at the employee option:
 - i. As pay at the employee's current rate.
 - ii. Contribution to vacation leave bank.
 - iii. Contribution to Emergency Health Fund up to 300-hour cap.
 - iv. Contribution to Deferred Compensation

29. EMPLOYEE LEAVES OF ABSENCE

29.1. Service Date

Service dates shall be adjusted if the employee is on leave of absence or any other non-pay status in excess of thirty (30) consecutive calendar days so that no leave is earned during such period.

29.2. Approval of Leave

Requests for leave shall be submitted using the District's time keeping software.

Employees will not be discriminated against in the determination of granting leave on the basis of race, color, creed, national origin, sex, age, physical disability, mental disability, medical conditions, marital status or sexual orientation.

Department Heads are responsible for determining the number of employees from the workforce that may be off at a given time and still safely and efficiently accomplish projects, schedules and good customer service.

Leave requests shall be considered on a first come first serve basis.

Requests for identical or overlapping leave periods that are given to the supervisor during the same eight (8) hour work shift will be considered as being submitted at the same time. Requests submitted after the end of the employee's regular scheduled shift will be considered submitted on the following working day.

Multiple requests, submitted on the same day, for identical or overlapping leave periods will be considered by department or section workload and by seniority by hire date.

If a request is denied, the supervisor shall meet with the employee to determine an acceptable alternate date.

Requests may be submitted up to three hundred sixty-five (365) days in advance of the commencement of the leave.

Requests submitted less than two (2) weeks in advance of the commencement of the leave will receive a written determination within two (2) work days from receipt of the employee's written request. Requests submitted greater than two (2) weeks in advance of the commencement of the leave will receive a written determination within one (1) week.

29.3. Bereavement Leave

Bereavement Leave will be provided in accordance with the District's Statutory Time Off Policies.

29.4. Workers' Compensation Supplemental Benefit (On the Job Illness or Injury)

Injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California.

In circumstances where absences are not compensable under the Workers' Compensation Laws of California an employee shall be entitled to use accrued sick leave.

Should an employee be entitled to time-off work under the Workers' Compensation Laws of California and incur the three (3) day waiting period under the law, the District will provide paid leave up to but not exceeding the (3) day waiting period. Any time off after the three (3) day waiting period will be administered under the Workers' Compensation Laws of California.

An employee may be eligible for up to an additional 24 hours of leave time to attend doctor appointments incurred under the Workers' Compensation Laws of California and that are within the District's Workers' Compensation Medical Provider Network (MPN). This leave time is only available when an employee is present at District facilities and performing District work duties the day of the appointment. This time shall not be combined with vacation, sick, or any other leave benefit

Doctor appointments as described above must be scheduled during the first hour or last hour of an employee's scheduled shift. Appointments made outside of this window will require the employee to use personal sick leave to cover the hours absent from work. If the employee is out of sick leave time, the additional time off of work will be unpaid.

In an effort to conform to later developments with workers' compensation benefits; any underpayments/overpayments regarding accrued leave, workers' compensation payments, or any other benefit will be adjusted/deducted from the employee's paycheck, regardless of fault.

29.5. Pregnancy Disability Leave

Pregnancy Disability Leave will be provided in accordance with the District's Statutory Time Off Policies.

29.6. Family Medical Leave Act/California Family Rights Act

FMLA and CFRA leave will be provided in accordance with the District's Statutory Time Off Policies.

29.7. Leave Without Pay

Leave without pay shall be thirty (30) days or less when an employee's vacation leave is exhausted and in cases of illness, when sick leave, also is exhausted.

Leave without pay shall be requested in writing, in advance, by the employee. Approval in advance by both the Department Head and Human Resources is required. Leave without pay shall be limited to conditions considered by the Department Head to be in the best interest of the District.

Requirement of a reemployment physical is discretionary by the District.

29.8. Military Leave

Military leave shall be in accordance with the District's Statutory Time Off Policies.

29.9. Retraining and Study Leave

An employee may be granted a leave of absence not to exceed one (1) year for the purpose of undertaking study or for retraining the employee to meet changing technological conditions in the District.

Such leave of absence shall not be deemed a break in service for any purpose. The leave will not be approved when the best interest of the District has failed to be established.

29.10. Jury Duty/Witness Leave

Each employee called for jury duty service or when appearing in court as a subpoenaed witness shall receive regular District compensation during the period to be served; any amount of payment received for jury duty or witness fee shall be assigned to the District. If any District employee has not cleared jury duty pay within sixty (60) days after the end of the service, the amount owed the District will be deducted from the

following paycheck. Employees shall be required to provide Finance with verification of service. If verification of service is not provided within sixty (60) days after the end of service, the time will be deducted from the employee's vacation leave of record.

When called for jury duty service or appearing in court as a subpoenaed witness, employees shift will be changed to match the court hours where the employee's service or appearance is required. If employee is relieved from jury duty or a witness appearance with two (2) or more hours left in the modified shift schedule, employee must report to work, unless otherwise authorized by the District.

29.11. Minuteperson Leave

Each officer or regular employee, while on duty, when called for fire or police duties during periods of emergency caused by fire, riot or an act of God, shall be obligated first to the Districts activities and protection. There being no District emergency, the person shall, while on said leave, receive their regular compensation during the period so served. Hours for which payment is received by the employee from other agencies for such service, shall be deducted from District pay. The General Manager shall approve a leave slip for the period of absence, when accompanied by-written verification of duty. The absence shall not be deducted from any earned leave.

Each officer or employee disabled while on Minuteperson Leave or voluntary service activities shall be granted leave without pay for the duration of the disability. The accrual of District benefits shall conform to those granted during Leave of Absence.

In the event the length of absence and the nature of the employee's duties require another employee to be hired, the return from Minuteperson Leave disability shall be at the level of responsibility and with duties designated by the General Manager. Ultimate reemployment in any classification shall be agreeable to the department head and the individual.

A reemployment physical may be required.

29.12. Disability Leave (FEHA and ADA)

The District will grant disability leave as a reasonable accommodation in accordance with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

Medical and Term Life Insurance premiums shall be paid by the District. Medical premiums paid under this section by the District may be subject to reimbursement by the employee if in an unpaid status unless provided otherwise by law. Premiums for other insurance benefits shall be the responsibility of the employee.

29.13. Family School Leave

Family School Leave will be provided in accordance with the District's Statutory Time Off Policies.

29.14. Crime Victim Leave and Accommodation

Crime Victim Leave will be provided in accordance with the District's Statutory Time Off Policies.

30. PROBATION AND REGULAR EMPLOYEE

All ASSET represented classifications shall serve a probationary period of one (1) year.

Positions that require special conditions to be met within specific time limits remain on probation for the specific time or until the conditions have been accomplished. If the conditions have not been accomplished in the allotted time the employee may be transferred, demoted, or terminated. Except for employees affected by special conditions, no merit step increases will be effective during a probationary period.

A newly hired probationary employee may be demoted, suspended or dismissed at any time during the probationary period and such action shall not entitle the employee reimbursement for monetary value of employee benefits except as provided by law.

An employee who serves the required probationary period in a satisfactory manner shall be classified as a regular employee and shall be subject to dismissal for just cause or reduction in work force.

Service credit date will change due to leave of absence over thirty (30) consecutive calendar days and shall be set by the date of return less the thirty (30) calendar days.

Evaluation of Performance: The Human Resources Director shall direct evaluation of an employee's performance.

31. TRANSFERS

Transfer of an employee from one work assignment for operational necessity to another work assignment, may be made by the General Manager or designee(s) at any time. Transfers shall not be used as a disciplinary measure.

Requests for transfer to a lower paying vacancy shall require prior approval by both Department Heads and the General Manager or designee(s).

An employee must successfully complete their initial new hire probation before applying for an intra-district transfer. An exception may be made with the approval of the General Manager or designee(s) if it is determined that the transfer is in the best interest of the District.

32. INTERNAL TRANSFERS, PROMOTIONS, AND RECRUITMENT

When a vacant position is posted on bulletin boards at the District, it shall be open to all qualified employees for a minimum of five (5) business days. Employees will apply with Human Resources by completing a District application before the listed closing date. Candidates will be screened for qualifications, attendance, knowledge and abilities, and disciplinary history by Human Resources and the supervisor of the open position. Only the top candidates that meet the qualifications of the position will be interviewed. This provision shall not preclude the

District from also initiating an outside recruitment simultaneously with an internal posting to fill a vacant position.

Candidates not selected for interview shall have three working days to appeal to the Human Resources Director after notification. The Director's decision will be final.

If there is a minimum of three (3) qualified candidates, the most qualified from those candidates will be selected to interview for the position. If after interviewing, no candidate is selected, the candidates will receive written notification with reasons for their elimination from candidacy and the District will go to outside sources for additional candidates. If there are less than three (3) qualified candidates to interview, the District may recruit from outside sources for additional candidates.

An employee who transfers/promotes to a new position will serve a probation period. An employee will be informed at the time of the transfer/promotion whether his/her previous position will be eliminated or held vacant for a period of time. The employee will be allowed up to forty (40) working days during which time the employee may request to return to the employee's previous position if it is still open, unless the employee was notified that their previous position will be eliminated. If there are no open positions, and the employee doesn't successfully complete the probation period, the employee may be terminated. During the forty (40) days, the employee will be notified before the previous position is filled. The employee shall be allowed two (2) nights, not including Saturday or Sunday nights, to decide if they want to return to the previous position.

If a position or function is filled with a temporary worker for more than ninety (90) calendar days, the position shall be deemed a new position to be filled by a regular appointed employee. The recruitment process shall be started within forty-five (45) days. Positions held vacant due to an employee on disability leave shall be exempt from this provision for fifty-two (52) weeks.

Open positions above the first level in classifications that have a career path, will be filled by promotion of individuals within the career path (example: Automotive Technician I to Automotive Technician II), subject to operational need to fill the position as determined by the District. Open first level career path positions and entry level positions will be posted for employees for a minimum of five (5) working days before the closing date. Open positions in classifications that report directly to the General Manager shall be filled or posted at the discretion of the General Manager. Candidates for open positions that have career paths will be screened for qualifications, attendance, knowledge and abilities, and disciplinary history by Human Resources and the supervisor of the open position. To the extent that there are no qualified internal candidates identified through the screening sources, the District reserves the right to recruit from external sources.

When promoted into the ASSET unit, employees shall be placed at the nearest step that provides at least a two-step increase over the base salary of his/her highest paid direct subordinate at the time of promotion not to exceed the highest step in new salary range. There shall be no further increases in salary related to any future increase in any subordinate's salary.

33. GRIEVENCE PROCEDURES

33.1. Scope of Grievance Procedures

A “grievance” is defined as an allegation by an employee, a group of employees, or ASSET, that the District has violated this Memorandum, or District or departmental policy or procedure. The grievance procedure set forth in this Section shall apply to matters:

- a. Concerning the alleged misapplication of a specific provision of this Agreement,
- b. Concerning the alleged misapplication of a specific provision of the District Ordinance, and
- c. Concerning the alleged misapplication of written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluations.

The hearing of a grievance by the Arbitrator will be limited to the written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

33.2. Matters Excluded from Grievance Process

This grievance procedure set forth in this Section shall not apply to matters:

- a. Covered by the Labor Relations Ordinance,
- b. Concerning Performance Evaluations, except that evaluations may be grieved to the level of the Human Resource Director,
- c. Concerning non-disciplinary oral and written counseling and retraining,
- d. Concerning any discipline or termination covered by the Article 33, Discipline and Dismissal, and
- e. Concerning any other subjects, unless the subject is covered by the express terms of this Memorandum or any portion of a District or departmental policy or procedures that relates specifically to wages, hours, and other terms and conditions of employment.

33.3. Informal Discussion with Employee’s Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor and attempt to work out a satisfactory solution. The employee shall have the option to have an ASSET representative or steward present, provided it does not unreasonably delay the process.

33.4. Grievance Form

If the employee and the immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself individually, or the employee may request the assistance of a representative or steward, in reducing to writing and formally presenting a grievance on the District’s Grievance Form.

Incomplete Grievance Forms will be rejected and must be re-filed either within the time limits or within seven (7) calendar days after the rejection, whichever comes later.

33.5. Submission of Grievance to Employee's Department Head (Level One)

If the employee chooses to formally pursue a grievance, the employee shall present a complete Grievance Form to the Human Resources Director within fifteen (15) calendar days from the date upon which event occurred upon which the grievance is based, or within fifteen (15) calendar days from the date the employee should have known of the event upon which the grievance is based.

The Human Resource Director will add a grievance number and forward the Grievance Form to the Department Head for consideration. The Department Head shall return a copy of the Form to the employee with the Department Head's answer in writing within ten (10) calendar days after receipt of the Grievance Form. If the grievance is not resolved at this level, the employee shall have ten (10) calendar days from receipt of the Departments Head's answer to file an appeal to the Human Resources Director.

By mutual agreement of the parties, the submission of the grievance to the Department Head may be waived and the grievance moved to the next step.

33.6. Submission of Grievance to Human Resources Director (Level Two)

The employee or his/her representative may appeal in writing the decision of the Department Head to the Human Resources Director within ten (10) calendar days of receipt of the Department Head's response. The written appeal shall specify the appropriate Level of the grievance process. The Human Resources Director shall have ten (10) calendar days from receipt of the appeal in which to review and answer the grievance in writing.

At the option of either the employee or District, a grievance meeting may be held at this level. The employee and the employee's representative and/or steward may be present at and participate in any such meeting. If the parties hold a grievance meeting, the Human Resources Director shall have ten (10) calendar days from the date of the meeting to answer the grievance in writing.

If the grievance is not resolved at this level, the employee shall have ten (10) working days from receipt of the written answer within which to file an appeal to the General Manager.

33.7. Submission of Grievance to General Manager (Level Three)

The employee or his/her representative may appeal in writing the decision of the Human Resource Director to the General Manager or the Assistant General Manager within ten (10) calendar days of receipt of the Human Resources Director's response. The written appeal shall specify the appropriate Level of the grievance process. Unless waived by mutual agreement of the employee, the representative and/or steward and the General Manager, or the Assistant General Manager, a meeting is required at this level and the employee and the employee's representative and/or steward shall have the right to be present and participate in such a meeting. The General Manager or the Assistant General Manager shall have ten (10) calendar days following the meeting in which answer the grievance in writing.

Should the grievance not be resolved at this level, it shall thereafter be subject to binding arbitration in the manner prescribed in Section 33.8.

33.8. Binding Arbitration

ASSET may appeal the decision of the General Manager within ten (10) calendar days after the receipt of the written answer of the General Manager or Assistant General Manager. After submission of a request for review, ASSET and the Human Resource Director, or a designee, shall attempt to agree on an arbitrator.

If the parties cannot agree, they will select from a random list of seven (7) names obtained from the State Mediation and Conciliation Service. The arbitrator shall be selected by striking alternate names from the list. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin.

If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall arrange for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Prior to the arbitration hearing, ASSET and the Human Resource Director, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues that have not been raised and considered at an earlier step of the grievance procedure.

If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

If the selected arbitrator is unable to conduct an in-person hearing within 6 months of selection, the hearing may be conducted virtually.

The provisions of this Section shall expire upon the termination of this Agreement.

The decision of the arbitrator shall be final and binding on the parties.

The decision of the arbitrator can be appealed pursuant to Code of Civil Procedure section 1281.

33.9. Failure of Timely Action

Any of the timelines set forth in this section may be extended by mutual agreement of the parties. Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance, unless an extension has been agreed upon.

34. DISCIPLINE AND DISMISSAL

34.1. Discipline

Disciplinary actions shall include only the following: written reprimand, suspension, demotion, and dismissal.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal.

Disciplinary action may be imposed upon an employee for failure to perform his/her assigned duties or for violating work rules

34.2. Progressive Discipline

A progressive discipline procedure is intended to give employees advance notice whenever possible, of problems regarding their conduct or performance in order to provide them with guidance and an opportunity to correct any problems. Progressive discipline involves informing the employee what conduct or performance is expected, what conduct or performance the employee has engaged in, and what action will be taken if the problem is not corrected.

The progression of discipline is as follows unless the Human Resources Director or the General Manager determines that the seriousness of the event warrants by passing one or more levels:

- a. Written reprimand
- b. Suspension
- c. Demotion
- d. Termination of employment

Oral counseling and/or retraining may precede discipline, but does not constitute formal discipline.

Progressive discipline must be timely and should follow, as closely as possible, the incident requiring disciplinary action.

Any written counseling or warning shall be signed and dated by the employee, indicating only acknowledgment of receipt of the document, not agreement. If the employee refuses to sign the document, an employee representative or supervisor may sign that the employee was given a copy of the document but refused to sign.

34.3. Administrative Leave

An employee may be placed on paid administrative leave by District during District investigations.

34.4. Probationary Employees

The provisions of this Article shall not apply to newly hired employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status.

34.5. Pre-Disciplinary Procedures

If a regular non-probationary employee is to be suspended, demoted, or discharged, he shall:

- a. Receive written notice of the intended action, stating the specific grounds and the particular facts upon which the action is based;
- b. Receive copies of any known materials, reports or other documents upon which the intended action is based;
- c. Be accorded the right to respond in writing within a reasonable period of time to the intended charges;
- d. Be accorded the right to meet within a reasonable period of time with the Human Resources Director or a designated Department Head who has the authority to recommend modification or elimination of the intended disciplinary action; and
- e. Be given the written decision of the Human Resources Director within five (5) business days of the meeting.

34.6. Appeal Procedure – Arbitration

If a regular employee is to be suspended without pay for 40 hours or more, demoted, or discharged, he shall be afforded the right to appeal that action pursuant to the appeal procedure set forth in this Section.

A written request for arbitration must be filed by either the employee or ASSET with the Human Resources Director within five (5) working days of receiving the decision from the pre-disciplinary hearing.

The parties may mutually agree upon the selection of an arbitrator or they will select an arbitrator from a list of seven (7) random names obtained from the State Mediation and Conciliation Service. The arbitrator shall be selected by striking alternate names from the list. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin.

If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. In the event that an employee is not represented by ASSET in the arbitration, the expenses of the arbitrator shall be borne by the District, unless the employee elects to share the expenses. Each party shall arrange for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing.

Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

If the selected arbitrator is unable to conduct an in-person hearing within 6 months of selection, the hearing may be conducted virtually.

Within 10 days after the selection of the arbitrator, the parties shall schedule an arbitration date(s), unless all parties agree to extend this deadline.

The employee may be represented by legal counsel in the arbitration.

The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.

Hearings shall be conducted in accordance with rules and procedures adopted or specified by the arbitrator, unless the parties mutually agree to other rules or procedures for the conduct of such hearings.

The arbitrator shall, within 30 days of the conclusion of the aforementioned arbitration, render his decision, in writing, and shall direct copies to the Human Resources Director or designee, the employee and the employee's representative (if any).

The decision of the arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum.

The decision of the arbitrator may sustain, modify, or revoke the disciplinary action and shall be final and binding on the parties.

The decision of the arbitrator can be appealed pursuant to Code of Civil Procedure section 1094.5.

35. RULES OF CONDUCT

Employees that engage in the following conduct may be subject to disciplinary action including but not limited to, written reprimand, demotion, suspension or termination of employment.

Violations of the rules of conduct include but are not limited to:

- a. Theft of any kind, including theft of District property or theft of non-District property during working hours.
- b. Willful falsification of District documents or data including but not limited to employment application, time card, mileage sheets, work orders, incident reports, meter readings, customer information or application for services, or deliberately giving false information, including false or misleading statements provided during an administrative investigation.
- c. Conviction or admission of any felony.
- d. Conviction or admission to a misdemeanor involving moral turpitude and/or immoral conduct.
- e. The use, sale, possession, manufacture or cultivation of alcohol, intoxicants or controlled substances (drugs) during working hours or on District property, and/or reporting to work under the influence of such alcohol, intoxicants or drugs (including employees on call).
- f. Soliciting contributions, accepting gratuities or accepting payment for unauthorized work or modification to District services, meters, system connections.
- g. Violation of the District's conflict of interest policy.
- h. Misuse of District time, such as sleeping, sightseeing, conducting personal business or performing work other than District work assignment during paid working hours.
- i. Unauthorized use of District property, materials, equipment, tools or vehicles. Willful destruction or malicious alteration of District equipment. Failure, through negligence or inattentiveness, to safeguard District equipment, materials, tools, vehicles or personnel from damage or loss.
- j. Incompetence, inefficiency, lack of ability, or failure to perform assigned duties in a satisfactory manner.
- k. Failure to follow reasonable District policy or rule.
- l. Failure to achieve or maintain required certification for position or classification.
- m. Insubordination, disobedience to authority or supervision, refusal to carry out instructions or work duties.
- n. Dereliction of duties, intentional abandonment of duties.
- o. Political activity during the assigned working hours.
- p. Loss of driving privileges or failure to maintain a satisfactory driving record. Only to apply to those required to drive in the normal course of job duties as defined in job description.
- q. Evidence establishing careless conduct with a lack of regard for the health and welfare of employees or the public (horseplay, reckless driving, etc.).
- r. Absence from duty without leave.
- s. Discourteous treatment of the public or of fellow employees, fighting, verbal or physical abuse of District personnel or public, including but not limited to, sexual harassment, racial harassment or any violation of Federal or State law or violation of District workplace violence policy.
- t. Conduct tending to injure or impede public service or conduct that would injure the public confidence in the integrity of the District or District services.

- u. Frequent tardiness, unexcused absences and unsatisfactory attendance. Frequent unscheduled absences, excluding FMLA qualifying absences, in which the absences reduce the reliability and dependability of the employee to perform their assigned duties.
- v. Violation of safety practices, procedures or policies.
- w. Making false and malicious statements concerning any employee or the District.

36. DRIVER'S LICENSE SUSPENSION POLICY

The following actions will take place when an employee has his/her driver's license suspended:

- a. Should the California Department of Motor Vehicles issue a suspension of an employee's driver's license, that employee will be suspended from work, without pay, for their normally scheduled workdays for up to a 30-day period which will coincide with the start of the DMV's suspension.
- b. An employee who does not have a valid driver's license on the first day after their District suspension has ended, will be terminated.
- c. An employee who has their license suspended due to medical reasons will be considered for an accommodation in accordance with the Americans with Disabilities Act.
- d. An employee who subsequently has their Driver's License suspended for a second time, will be terminated.

37. TERMINATION OF EMPLOYMENT

An employee who desires to resign in good standing shall submit a resignation in writing to the Department Head at least two (2) weeks in advance of the intended resignation date.

Resignation pay will normally be paid on the last day worked, if the District has been given seventy-two (72) hours' notice and clearance through Human Resources has been completed, with clearance not to exceed five (5) working days from the effective date of resignation.

Termination pay shall be issued or mailed to an employee who is terminated no later than the regular work day following the date of termination, provided clearance through Human Resources and stores has been completed. Without stores clearance, the check is held until clearance is received or is issued with stores values deducted, with stores clearance not to exceed five (5) working days from date of termination.

38. PERSONNEL FILES

Each employee has a personnel file that is kept in Human Resources. This file is an employee's record of employment at the District.

An employee has the legal right to know what is in the file and may inspect their file and discuss its contents during normal working hours with the Human Resources Director.

Employees will not be shown:

- a. Records relating to the investigation of a possible criminal offense.
- b. Letters of reference
- c. Ratings, reports or records that were:
 - i. obtained prior to the employees' employment
 - ii. prepared by identifiable examination committee members

- iii. obtained in connection with a promotional examination

39. WORK ATTIRE

39.1. Union Pins/Patches

District shall allow Union members to wear a Union pin(s) or a Union patch on District uniforms or other clothing normally worn while on duty. The Union pin or patch must not cover District logo or the employee's name. The pin or patch will not contain any derogatory statement to the District or any individual or organization and will not make any political statement.

39.2. Hats

The District hat is the only authorized hat that may be worn while employees are performing their duties unless it presents a safety hazard or is replaced by a hard hat or other approved hat.

39.3. Hair

All hair shall permit the safe use of Personal Protective Equipment (PPE) including respirators as necessary. In the proximity of rotating or reciprocating moving parts, hair shall be cut or controlled to avoid potential harm to the employee.

39.4. Safety Shoes

The District shall provide "steel-toed" safety shoes for employees in classifications where foot injury hazards exist.

The employee will pick up a shoe requisition from Safety/Claims or Human Resources and show the need for replacement.

Employees provided safety shoes by the District may be subject to discipline for not wearing such shoes while on duty.

39.5. Uniforms

The General Manager will determine which job classifications will be issued uniforms. All members of a classification issued uniforms will wear a complete set of trousers and shirt each working shift.

The classifications of Electrician and Electronic Technicians are required to wear Flash Arc Protection Uniforms in accordance with the National Fire Protection Association, 70E of the Standard for Electrical Safety in the Workplace, to perform their job. Failure to wear the uniform, (no fault of the laundry service) will result in being sent home on the employees own time to change into the Flash Protection Uniform.

Uniforms will be provided, maintained, and laundered at the District expense. In cases where a complete set cannot be worn due to irregular service, missing or incomplete sets, or incorrect sizes, the employee's immediate supervisor and purchasing must be notified immediately so corrective action can be taken. If an employee cannot wear a complete uniform, alternate clothing may be worn. Alternate clothing must be in good repair and not

contain any slogan or logo. Alternate clothing must be appropriate for the work being done. Shorts and cutoffs are not appropriate at any time.

Uniform shirttails will be tucked in and shirtsleeves shall be buttoned, rolled or short sleeves.

Uniforms remain the property of the District and the cost of any not returned will be deducted from the employee's last paycheck.

39.6. Jackets

District jackets will be provided to all uniformed employees and will be considered part of the uniform. The jackets will be maintained and laundered at District expense.

Replacement for the jacket due to loss will be at the employee's expense.

Alternate jackets may be worn due to safety hazards, but must be approved by the employee's supervisor. Alternate jackets must be in good repair and free of logos and slogans. Alternate jackets may not be worn for Electricians and Electronic Technicians.

The District jacket remains the property of the District and the cost of any jacket not returned will be deducted from the employee's last paycheck.

40. VEHICLE CONTROL

40.1. General

Operation of District-owned vehicles shall be restricted to authorized District personnel only. No employee shall operate a District vehicle without a valid California driver's license. The license must be the appropriate class and have the proper endorsements for the vehicle driven.

District vehicle operation is limited to District business and work only. The use of District vehicles for personal use is unauthorized and will be in violation of District policy.

The District may require certain employees and officers to commute to and from work in District-owned vehicles. Commuting employees and officers shall not use the vehicle for personal activities.

Passengers authorized for travel in the closed portion of District vehicles (no one is authorized as a passenger in the open portion of a District vehicle) shall be restricted to those whose employment, research or presence can be related to a District operation or function.

40.2. Tax on District Assigned Vehicles

In accordance with current U.S. Treasury Regulations (IRS) most employees using a District-owned vehicle for commuting to and from work will be considered to have received a taxable benefit as per the IRS Commuting Rule.

Currently, the District does not take withholdings for federal and state income taxes on these amounts. The total annual value of the benefit will be added to the year-end W-2 statement as other income and should be considered by the employee when they file their annual tax returns.

41. REDUCTION IN FORCE

The District has no plans to implement furloughs during this contract. If there is a change, the District will give notice to ASSET thirty (30) days in advance to meet and confer.

The District will act in accordance with the following procedure if it becomes necessary to reduce staff because of lack of work, lack of funds, or economic reasons.

- a. When it becomes necessary to reduce the work force (layoff), the General Manager shall designate the job classification(s) to be affected and the number of employees to be eliminated.
- b. Any reduction in the number of regular employees holding a job classification designated by the General Manager for layoff shall be made in the following order of employment status:
 - i. Temporary employees who have been hired less than full-time or are from an outside agency performing duties of the affected classification.
 - ii. Probationary employees who have not completed the initial probationary period.
 - iii. Regular employees who have completed the initial probationary period.
- c. Layoffs of employees within each classification shall be based primarily on the most recent date of hire, with the least senior employee being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department or classification, that the more senior person does not possess, subject to the approval of the Human Resources Director. Factors such as competency and efficiency of employees may be considered if the standards by which these factors can be measured is specified. Employees laid off out of seniority shall be given written notice of this action.

Seniority shall be defined as the length of an employee's continuous service with the District counted from the most recent hire date. An employee shall lose seniority by:

- i. Voluntary resignation
 - ii. Discharged for just cause
 - iii. Layoff for economic reasons
- d. The General Manager shall give notice to ASSET at least sixty (60) days prior to the effective date of the action. The list shall include a seniority list of employees that will be affected. The official notice shall be given to the employees from the General Manager and shall include:
 - i. The reason for the layoff
 - ii. The effective date of the layoff
 - iii. If laid off out of seniority, the reasons

- e. An employee who has received an official notice will be notified and allowed to apply for any open position that has been approved by the General Manager for which they are qualified. Employees will be screened by Human Resources to ensure applicants have the necessary skills, knowledge, and abilities to qualify for a position.
- f. Prior to the effective date, the General Manager will give each affected employee a letter stating that the layoff was due to a reduction in force.
- g. Affected employees shall be eligible for recall, if the District has a need to refill the previously affected classification, for twelve (12) months after the effective date of the layoff. Eligible employees will be considered for recall based on the District's needs and individual skill, knowledge and other factors the District normally considers in selecting individuals for positions. Affected employees will be treated as internal candidates, during the first twelve (12) months after the effective date, and may apply for any posted internal positions.

Laid off employees rehired within twelve (12) months of the layoff to any classification shall be entitled to:

- i. Restoration of all sick leave credited to the employee's account on the day of layoff.
 - ii. Restoration of all hours of Floating Holiday credited to the employee's account on the day of layoff.
 - iii. Continuation of seniority with no break.
 - iv. Credit for all service prior to the layoff for purposes of determining the rate of accrual of vacation and longevity with no break.
- h. In the case of layoff of a regular employee of the District through no fault of their own, and who has been employed for over one (1) continuous year, severance pay equivalent to one bi-weekly salary payment shall be made to the employee. Resignation or termination for cause shall not entitle an employee to severance payment.

42. CONTRACTING OUT

The District, at the discretion of the General Manager, may contract out the work of any classification.

If, however, the contract or subcontract will require a layoff of employees, the District will follow the procedures outlined in the Reduction in Forces section.

The District will make a reasonable attempt to avoid layoffs.

43. PROHIBITION OF JOB ACTION

During the term of this memorandum of understanding, neither ASSET, its stewards, nor its members will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike or other effort towards interference with the work or statutory functions of the District.

ASSET, its stewards and its members, agree not to engage in unlawful job actions. Violators shall be subject to disciplinary action.

Members shall be required to work during work slowdown, work stoppage, strikes or other efforts towards interference with the work or statutory functions of the District, even if the MOU is not in effect. Violators shall be subject to disciplinary action.

44. EXISTING BENEFITS

All wages, hours, terms and other conditions of employment, shall continue in effect during the term of this memorandum except as herein specifically modified.

The General Manager may create new classifications and assign salary ranges to them. Such new classifications will not be subject to negotiations until the succeeding Memorandum of Understanding. New classifications will be filled using normal hire, transfer and promotional procedures.

The District will notify ASSET if the General Manager reclassifies a position covered by the agreement.

The General Manager, at his discretion, may reclassify positions upward on the salary scale. Prior to decreasing any salary ranges in this agreement, the District will provide ASSET with notice and opportunity to negotiate.

45. PARKING

The District and ASSET will reconvene the parking committee if there is a need to meet future South Coast Air Quality Management District requirements.

46. STEWARDS PROGRAM

It is agreed by the District and ASSET that the purpose of stewards is to promote an effective relationship between the District and ASSET.

46.1. Stewards

ASSET may designate stewards to represent employees in the processing of grievances, appeals from disciplinary actions, performance rating appeals and other formal appeals, subject to the following rules and regulations:

ASSET shall be entitled to stewards as follows:

<u>Coachella</u>	<u>Palm Desert</u>
2	2

Total 4

ASSET shall furnish the Human Resources Director with a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by ASSET.

ASSET will designate as a steward only employees who have passed an initial probation period and have been designated as regular full-time.

Alternate stewards shall be recognized as a regular steward only when such regular steward is absent.

The Department Head may request to meet with ASSET regarding the placement of shop stewards in the department. The placement of stewards may be changed by mutual agreement between ASSET and the Department Head.

The District shall not transfer nor change the work locations of a steward with the intent of altering the appointed list of designated ASSET stewards.

Limitation on ASSET Business. Stewards shall not be granted time off from their work assignments for the purpose of conducting general ASSET business.

ASSET shall be solely responsible for and shall hold harmless and indemnify the District for any and all liabilities arising from the actions, directions or advice given by its appointed stewards acting in their capacities as ASSET stewards.

The District shall not unreasonably be delayed from taking action based on the absence of a particular steward.

46.2. Handling Grievances

When requested by an employee, a steward may investigate any alleged grievance in the employee's assigned area and assist in its preparation and presentation. The steward shall encourage the employee to discuss a problem informally with the employee's supervisor prior to filing a formal grievance.

After notifying and receiving approval of the steward's immediate supervisor, a steward shall be given up to two (2) hours during working hours (without loss of time) to investigate, prepare and present each grievance. The immediate supervisor will authorize the steward to leave the steward's work unless compelling circumstances require refusal of such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from the steward's work assignment. If additional time is needed to research or present a grievance, the steward may request additional two (2) hours subject to approval by the Human Resources Director.

When a steward desires to contact an employee at the employee's work location, the steward shall first contact the immediate supervisor of that employee, advise the supervisor of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available in a timely manner unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when the steward can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) workday, the time limits of the grievance procedure shall be extended for the length of the delay.

A steward's interview or discussion with an employee on District time will be handled expeditiously.

47. RECOGNITION RIGHTS

The recognition rights of the majority representative shall not be subject to challenge for the duration of this memorandum.

48. BULLETIN BOARDS

The District agrees to furnish and maintain designated bulletin boards to be used by the union. Prior to posting, the materials must be approved by the Human Resources Director. Any notice posted on the boards without approval will be removed.

The union shall limit its posting of notices and bulletins to each board and shall use the boards only for notices and bulletins concerning union matters.

49. NEW EMPLOYEE ORIENTATION

The District agrees to allow distribution of ASSET related materials to new employees. This would be given by Human Resources during employee orientation and will contain the name of a contact person for ASSET. Representatives of ASSET shall be provided the opportunity to provide written material or meet and discuss ASSET membership with each new hire in the bargaining unit for up to thirty (30) minutes to be scheduled during a new employee orientation. The District shall provide at least ten (10) calendar days' notice in advance of a new employee orientation when practical. "New employee orientation" means the onboarding process of a newly hired bargaining unit member in which the employee is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

Subject to any applicable privacy considerations, the District shall provide ASSET with the following information of each new hire in the bargaining unit within 30 days of the date of hire or by the first pay period of the month following hire: name, job title, department, work locations, work telephone number, name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home addresses. The District shall provide ASSET with such information for all bargaining unit members once a year.

50. DUES DEDUCTIONS

ASSET shall provide written notice to the District's Human Resources Department of the names of those employees who have submitted a written authorization for dues deductions to ASSET. After receipt of such notification from ASSET, the District agrees to deduct dues from each paycheck of those identified employees.

ASSET certifies that it has and will maintain individual employee authorizations. ASSET shall not be required to submit to the District a copy of an employee's written authorization unless a dispute arises about the existence or terms of the written authorization.

Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to ASSET. ASSET shall be wholly responsible for processing these employee requests and notifying the District of any membership changes.

ASSET agrees to indemnify and hold the District harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

51. NEGOTIATIONS

Released time from regularly scheduled work for negotiations for this agreement will be as provided in section 18 in the employee-employer relation's ordinance. The District will authorize three employee members to participate in negotiations without the loss of compensation. Negotiations include one-half hour before the first fact-to-face meeting and two hours after the bargaining session concludes. Released time is not hours worked for purposes of overtime. Regularly scheduled meal breaks are not part of released time.

52. DISTRICT'S RIGHTS

The District shall have the sole and exclusive right to manage its business in every respect and to take any other action which the District deems desirable to conduct its business including but not limited to the right to determine and change all aspects of its method of operation, to schedule and assign work and overtime, to hire, promote, classify, discipline, demote, layoff and transfer employees, to determine the number and location of employees and to exercise all other rights the District had prior to entering into this memorandum except where the District's action violates an express provision of this Agreement.

53. LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established and shall be composed of up to four (4) designees of management of the District (including the Human Resources Director), four (4) employees from the bargaining unit and one staff representative from ASSET.

The committee shall meet upon written request of either party.

The District and ASSET agree to attempt to solve all matters, within the scope of representation, at the lowest level possible prior to submitting matters to the Labor/Management Committee.

Individual grievances and adverse actions shall not be discussed at such meetings. Matters relating to the duty to bargain and not appropriately discussed in another forum, such as the safety committee, may be discussed. The Labor/Management Committee shall not have the authority to add to, amend or modify this Memorandum of Understanding.

Issues to be discussed at such meetings shall be submitted at least two (2) weeks in advance to the Human Resources Director, along with the names of any resource people for the for the agenda prior to the meeting. A reasonable number of resource people may be called to the meeting subject to availability.

The committee meetings will be on District property on District time and shall not exceed two (2) hours.

54. EFFICIENCY COMMITTEE

If formed, committee between the District and all bargaining units to examine recommended programs and suggestions to improve financial stability through efficiencies involving non-personnel actions.

AGREEMENT

This agreement concludes all collective bargaining between the parties for the term of this agreement, except upon side letters signed by the District and ASSET executed during the term of this agreement.

Coachella Valley Water District

Association of Supervisory Support Evaluation Team

J. M. Barrett 12/20/2023

J. M. Barrett Date
General Manager

Daniel Colorado 12/07/2023

Daniel Colorado Date
ASSET President

Dan Charlton 12/07/2023

Dan Charlton Date
Assistant General Manager

Matt Garcia 12/07/2023

Matt Garcia Date
ASSET Vice President

Scott J. Hunter 12/07/2023

Scott Hunter Date
CVWD Human Resources Director

Sara Hypes 12/06/2023

Sara Hypes Date
ASSET Representative

C.L. Chaffin 12/07/2023

Chris Chaffin Date
CVWD Sr. Human Resources Specialist

APPENDIX A

ASSET Employee Member Classification

POSITION TITLE	SALARY RANGE
ACCOUNTING MANAGER	S-19
ASSET MANAGEMENT SYSTEM COORDINATOR	S-23
BUSINESS APPLICATIONS MANAGER	S-31
CHIEF DOM WATER OPERATOR	S-23
CONSERVATION COORDINATOR	S-29
CONSERVATION MANAGER	S-29
CREW CHIEF	S-13
CREW CHIEF, COLLECTIONS	S-15
CREW CHIEF, CONTROL	S-15
CREW CHIEF, CROSS CONNECTION	S-15
CREW CHIEF, DOMESTIC	S-15
CREW CHIEF, ELECTRICAL	S-17
CREW CHIEF, MECHANICAL	S-17
CREW CHIEF, NON-POTABLE WATER	S-15
CREW CHIEF, WATER TREATMENT	S-15
CREW CHIEF, ZANJERO	S-15
CUSTOMER BILLING MANAGER	S-17
CUSTOMER SERVICE REP III	S-05
DOM WTR SERVICEWORKER, SENIOR	S-15
DRAFTING COORDINATOR	S-16
ELECTRONIC TECHNICIAN III	S-21
EMERGENCY RESP. ADMINISTRATOR	S-21
ENGINEER MANAGER	S-40
ENGINEER, SENIOR	S-37
FLEET MANAGER	S-31
GIS MANAGER	S-27
INSPECTOR, CHIEF	S-22
LABORATORY DIRECTOR	S-22
LABORATORY SPECIALIST	S-22
LEAD, CONSTRUCTION INSPECTOR II	S-13
LEAD, ELECTRICIAN IV	S-11
LEAD, EQUIPMENT OPERATOR I	S-03
LEAD, INFO SYSTEM ANALYST III	S-23
LEAD, WATER MGMT SPECIALIST II	S-22
MANAGER, CUSTOMER SERVICES	S-23

MANAGER, SAFETY & TRAINING	S-19
METER READER MANAGER	S-21
NETWORK SYSTEMS MANAGER	S-31
NON-POTABLE OPS WATER MANAGER	S-21
OPERATIONS MANAGER	S-27
PROCUREMENT/CONTRACTS MANAGER	S-31
RECORDS MANAGER	S-23
REVENUE MANAGER	S-21
REVENUE MANAGER, ASSISTANT	S-15
SOURCE CONTROL COORDINATOR	S-18
STOREKEEPER, SENIOR	S-01
SUPERVISING MANAGEMENT ANALYST	S-21
SUPERVISOR, ACCOUNTING	S-19
SUPERVISOR, ADMINISTRATIVE	S-17
SUPERVISOR, ASST. ELECTRICAL	S-21
SUPERVISOR, AUTO SHOP	S-21
SUPERVISOR, BACKFLOW/MTR REP.	S-21
SUPERVISOR, BUILDING TRADES	S-19
SUPERVISOR, CAD/GIS	S-23
SUPERVISOR, CANAL MAINTENANCE	S-19
SUPERVISOR, COLLECTIONS	S-21
SUPERVISOR, CUSTOMER SERVICE	S-21
SUPERVISOR, DEVELOPMENT SERV	S-20
SUPERVISOR, DOMESTIC WATER	S-21
SUPERVISOR, ELECTRICAL	S-25
SUPERVISOR, ELECTRONIC	S-27
SUPERVISOR, ELECTRONIC ASST.	S-23
SUPERVISOR, ENVIRONMENTAL	S-25
SUPERVISOR, FACILITIES MAINT.	S-19
SUPERVISOR, GROUNDSKEEPER	S-19
SUPERVISOR, MATERIALS MGMT	S-19
SUPERVISOR, MECHANICAL	S-21
SUPERVISOR, RECORDS ASSISTANT	S-05
SUPERVISOR, RIGHT OF WAY	S-20
SUPERVISOR, STORMWATER	S-19
SUPERVISOR, WAREHOUSE	S-15
SUPERVISOR, WASTEWATER REC.	S-25
SUPERVISOR, WASTEWATER SHIFT	S-19
SUPERVISOR, WATER CLERKS	S-17
SUPERVISOR, WATER MANAGEMENT	S-23

SUPERVISOR, WATER QUALITY	S-21
SUPERVISOR, WATER RESOURCES	S-21
SUPERVISOR, WATER TREATMENT	S-23
SUPERVISOR, WRP SHIFT ASSIST.	S-13
SUPERVISOR, ZANJEROS	S-21
SURVEYOR, CHIEF	S-23
SURVEYOR, CHIEF ASSISTANT	S-19
TECHNICAL SERVICES SUPERVISOR	S-20
WATER RESOURCES COORDINATOR	S-17
WATER RESOURCES MANAGER	S-37
WRP CHIEF OPERATOR	S-27
WRP OPERATOR IV	S-11
ZANJERO III	S-08