

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
THE EMPLOYEES ASSOCIATION OF THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA, AFSCME LOCAL 1902**

January 1, 2017 - December 31, 2021

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- APPRENTICESHIP EVALUATION REPORT (1/13/2004)
- MEAL REIMBURSEMENTS - GR.# 0602G005 (4/23/2009)
- SALARY SCHEDULE (5/15/2013)
- Y-RATING & ELECTRICAL CROSS TRAINING (2/21/2017)
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ARTICLE 1 - ADMINISTRATION

SECTION 1.1 - RECOGNITION

- 1.1.1. Pursuant to the Administrative Code of the Metropolitan Water District of Southern California (District), the Employees' Association of the Metropolitan Water District of Southern California/ AFSCME Local 1902 (hereinafter "AFSCME Local 1902") has been certified as the exclusive representative for employees in the General Employee Unit (Unit 02).
- 1.1.2. This Unit is comprised of employees occupying the classifications listed in Appendix C.
- 1.1.3. For purposes of this MOU, the term employee means an individual employed on a regular full-time, regular part-time, temporary full-time, temporary part-time, or recurrent position.

SECTION 1.2 - AUTHORIZED AGENTS OF THE PARTIES

- 1.2.1. For purposes of administering the terms and provisions of this MOU or receiving any notice to be given hereunder the parties' representatives shall be as follows: The District's representative shall be the District's Manager of Human Resources or designee (address: The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).
- 1.2.2. AFSCME Local 1902's representative shall be the AFSCME Local 1902 Executive President or his designee (address: Employees Association of the Metropolitan Water District of Southern California/ AFSCME Local 1902, c/o The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).

SECTION 1.3 - TERM

1.3.1. This MOU shall be effective as of January 1, 2017, subject to approval by the Board of Directors of the District, and shall remain in full force and effect to and including December 31, 2021.

SECTION 1.4 - IMPLEMENTATION

1.4.1. It is agreed that the provisions of this MOU are of no force or effect until ratified by AFSCME Local 1902 and duly adopted by the Board of Directors.

1.4.2. Once ratified by AFSCME Local 1902 and then adopted by the Board, each provision of this MOU shall become effective on the date set forth in Section 1.3-Term, unless another implementation date is specified for a particular provision within the MOU.

SECTION 1.5 - RENEGOTIATIONS

1.5.1. In the event either party elects to renegotiate a successor agreement, then within 150 to 120 days prior to the expiration of this MOU, such party shall serve upon the other a written request to commence negotiations.

1.5.2. Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiation session.

1.5.3. In the event that neither group has served upon the other a written request to commence negotiations, the current MOU shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.

1.5.4. Upon approval of the 2017-21 MOU by the Board of Directors, the Human Resources Group shall create a new job classification of

Diver, which shall reflect the job duties, including commercial dive duties, currently performed by employees in the classification of O&M Technician IV, in the Water System Operations Group/Manufacturing Services Unit/Valve Dive Team. The parties agree to re-open negotiations to meet and confer over the new job classification, including but not limited to salary and compensation.

SECTION 1.6 - FULL UNDERSTANDING

- 1.6.1. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety. However, except as modified herein, existing Metropolitan Water District Administrative Code provisions, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect.
- 1.6.2. It is agreed and understood that during the term of this MOU, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other shall not be required to negotiate, with respect to those matters covered in this MOU.
- 1.6.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors. In particular, whenever there is a provision herein that a section of the District's Administrative Code shall be added, amended, or deleted, such provision shall not be binding until such addition, amendment, or deletion is approved by the District's Board of Directors.

- 1.6.4. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.
- 1.6.5. Any agreements, side letters or addendums attached hereto are hereby incorporated into this contract and made a part thereof.

SECTION 1.7 - PROVISIONS OF LAW

- 1.7.1. It is understood and agreed that this Memorandum of Understanding is subject to all current and applicable federal and state laws and regulations in addition to District rules and regulations. The parties agree to abide by all such laws, rules, and regulations.

SECTION 1.8 - GENDER

- 1.8.1. Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 2 - SALARY AND SALARY-RELATED

SECTION 2.1 - SALARIES AND BI-WEEKLY PAYCHECK

- 2.1.1. The salaries in effect on January 1, 2017, shall change on the dates and as prescribed below:

- 2.1.2. Effective the first day of the pay period which includes July 1, 2017, there shall be an across-the-board salary increase of 3.0%. The across-the-board increase shall apply only to those employees represented by the bargaining unit as of the date this MOU is approved by the Board of Directors.

It is further agreed that during the term of this Agreement, Management has the right to revise the salary schedule, including the adoption of a District-wide salary schedule. Such revisions, if any, will be done in consultation with the Association, and shall not negatively impact an employee's salary.

- 2.1.3. Effective the first day of the pay period that includes July 1, 2018, there shall be an across-the-board increase of 3.0% for each employee who is represented by the bargaining unit as of that date.

- 2.1.4. Effective the first day of the pay period that includes July 1, 2019, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.

- 2.1.5. Effective the first day of the pay period that includes July 1, 2020, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.

- 2.1.6. Effective the first day of the pay period that includes July 1, 2021, there shall be an across-the-board salary increase of 3.0% for each

employee who is represented by the bargaining unit as of that date.

2.1.7. Payday shall be every second Wednesday. If a payday occurs on a District Holiday, payment will be made on the preceding workday, if practicable. The District may make such changes in its rules and regulations as it determines to be necessary in regard to maintaining an every second Wednesday payday. There will be no changes in the bi-weekly pay cycle without meeting and conferring with AFSCME Local 1902.

2.1.8. **Salary Schedules**

Pay rate schedules, as approved by the Board, shall include pay rate grades and pay rate ranges consisting of minimum and maximum rates of pay for each position. New employees, upon entering District service, will be placed by the Human Resources Group Manager at a salary grade and step within the salary range (at least the minimum but not in excess of the maximum) appropriate for the classification and the applicant's qualifications.

The parties agree to the elimination of "Salary Schedule B", effective the date of ratification of the 2017 -2021 MOU by the MWD Board of Directors.

Pay rates for temporary employees in District service are the rates paid to regular employees in the same classifications. Reference "Appendix C" for all AFSCME Local 1902 Classifications & Salary Schedules.

2.1.9. **Alpha Listing of Classification and Grade**

A. *See Appendix C.* The District agrees to provide a complete updated Appendix C salary schedule for all classifications each calendar year, no later than sixty (60) days prior to the

implementation of that year's negotiated July 1 across-the-board salary increase. The intent is to provide AFSCME with sufficient time to review the revised schedules and ensure the new schedules comply with the across-the-board increases negotiated under §2.1 of the 2017-2021 MOU.

B. Apprentice salary schedules shall be paid in accordance with the apprenticeship agreement.

SECTION 2.2 - OVERTIME PAY

- 2.2.1. Overtime is defined as all hours worked in excess of forty (40) hours worked in a workweek.
- 2.2.2. For purposes of computing overtime, hours worked shall include all paid hours except sick leave.
- 2.2.3. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, except that work beyond thirteen (13) consecutive hours shall be compensated at the rate of two (2) times the employee's regular rate.
- 2.2.4. Regular rate is defined as the sum of the compensation paid to an employee for hours actually worked at the employee's hourly rate, plus any premium pay, except overtime, earned by the employee, divided by the hours actually worked during the workweek. The regular rate shall be used only for computing overtime payment due under this MOU.
- 2.2.5. Notwithstanding the provisions above, an employee may opt to be compensated at the rate of one hour of compensatory time (CTO) for each hour of overtime worked plus one-half hour at the regular rate for each hour of overtime worked. Such CTO may be

accumulated up to a maximum current credit accumulation of forty (40) hours.

- 2.2.6. It is agreed and understood that nothing herein is intended to limit or restrict the authority of the District to require any employee to perform overtime work, whether or not eligible for overtime pay. It is further agreed that overtime will be ordered and worked only when required to meet the District's needs.
- 2.2.7. Scheduled overtime occurring on an employee's regular day off shall be at least two (2) hours. Travel to the employee's regular work location doesn't count as time worked.
- 2.2.8. Scheduled overtime shall be fairly assigned to qualified employees based on the skills and responsibilities needed to perform the assignment.

SECTION 2.3 - HOLIDAYS

2.3.1. Except as provided in Section 2.3.3, employees shall be entitled to leave of absence without loss of pay on all Holidays. When a Holiday falls on an employee's scheduled day off, the Holiday shall be deemed to fall on the employee's next scheduled working day if the Holiday is on a Sunday or Monday. Otherwise, the Holiday shall be deemed to fall on the employee's last scheduled working day preceding the Holiday.

2.3.2. The District shall observe the following holidays:

New Year's Day	1 January
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez's Birthday	31 March

Friday before Easter	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Veterans Day	11 November
Thanksgiving Day	November (the day of Thanksgiving as proclaimed by the State of California)
Day after Thanksgiving	November (as above)
Day before Christmas Day	24 December
Christmas Day	25 December
Day before New Year's Day	31 December

2.3.3. Operators, responders, and plant laboratory staff whose regular schedule includes working holidays shall receive triple time pay if they work on any District holiday listed in Section 2.3.2 above.

2.3.4. A holiday shall be the same length as the workday.

SECTION 2.4 - TEMPORARY PROMOTION

2.4.1. For the purposes of this Section, a temporary promotion is the full-time performance of a majority of the significant duties of a position in one classification by an individual in a lower classification. The temporary promotion will be reflected in the employee's annual performance evaluation. The types of Temporary Promotions shall be defined as below.

2.4.2. Short-Term Temporary Promotions

An employee who is temporarily promoted on a daily basis to a higher-level, non-management position shall receive a premium equal to a 12% salary increase. Such premium shall only be provided for those days in which the employee is actually

performing a majority of the significant duties of the higher level classification, including overtime hours worked. However, such premium shall not be reportable to PERS as compensation earned for retirement purposes. Management shall specify the expected duration of the Short-Term Temporary Promotion, but such duration shall be less than three (3) weeks. The intent is that an employee not be asked to perform a majority of the significant duties of the higher level classification on days for which he/she is not receiving the premium. The employee shall remain in the General Unit and shall continue to receive the benefits provided for his original classification.

2.4.3. Long-Term Temporary Promotions

An employee who is temporarily promoted for a period of at least three (3) weeks shall receive additional pay equal to the first salary step of the higher classification, or a three-step (8.25%) salary increase, whichever is higher, not to exceed the salary range maximum of the higher classification. Such pay shall be processed using a District Employee Data Change Form (EDCF), and shall be paid for all hours during the period of Temporary Promotion designated on the EDCF.

2.4.4. With the exception of medical leave, a position shall not be filled by a temporary promotion for more than twelve (12) months, except by mutual agreement of the parties.

A. An employee who has been in temporary promotion for more than twelve (12) months will receive a two-step increase (equivalent to 5.5%) for each year the employee is in that temporary promotion, provided that the regular hourly rate plus the premium pay has not already exceeded the range established for the job classification of the temporary promotion. The Human Resources Group shall meet with the employee's

management at the conclusion of each 12 month interval, to determine whether the temporary promotion continues to be necessary.

- 2.4.5. An employee who is working on a temporary assignment as defined above shall not receive Lead Pay for such assignment.
- 2.4.6. An employee on a temporary promotion who receives a regular promotion to the same classification shall receive no less than a two-step increase above the previous classification, provided it does not exceed the top step of the new salary grade. After receiving a regular promotion, the anniversary date for determining eligibility for the next merit increase will be the next July 1st common evaluation date.
- 2.4.7. Employees on a temporary promotion shall be required to complete and submit a Statement of Economic Interests Form 700, if they perform duties or participate in decision-making which would require such filing. Management shall consult with the District's Ethics Office and Human Resources Group to ensure compliance with the District's Conflict of Interest Code and California Fair Political Practices Commission regulations on interim appointment to a designated position.

SECTION 2.5 - This Section Purposely Left Empty.

SECTION 2.6 - SHIFT PAY

- 2.6.1. On the effective date of this MOU or as soon as administratively possible, an employee will be paid shift pay premium in the amount of ten (10%) percent of his normal hourly rate for qualifying hours.

- 2.6.2. Shift pay will be paid for all hours worked between 6:00 p.m. and 6:00 a.m., except in those instances where an employee has been assigned to a work shift at his/her own request, which has a regularly assigned start time before 6:00 a.m., and/or a regularly assigned ending time after 6:00 p.m.
- 2.6.3. After working for a reasonable duration of time on a work shift at his/her own request that falls outside the hours of 6:00 a.m. and/or 6:00 p.m., an employee may request to return to a shift falling within the hours of 6:00 a.m. and 6:00 p.m. In the event that Management denies such request, and mandates that the employee remain on a work shift falling outside the hours of 6:00 a.m. and/or 6:00 p.m., the employee shall then become eligible for Shift Pay. It is the parties' intent to avoid frequent requests for work shift changes, which if denied, may result in the payment of Shift Pay.

SECTION 2.7 - LEAD PAY

- 2.7.1. An eligible employee shall be paid lead pay premium in the amount of ten (10%) percent of his normal hourly rate for those hours in which the employee is assigned by a supervisor at the level of Team Manager or above to be in responsible charge of a work activity involving two or more individuals.
- 2.7.2. To be eligible for lead pay, an employee must be assigned to a work activity in an operator, maintenance, gardening, storekeeping, survey, electrical, electrical line, electronic, instrumentation, meter, communications, or other "field" position, and must be of a classification listed below:

Administrative Assistant I & II	O&M Technician II, III & IV
Aqueduct & Power Dispatcher	Pump Plant Maint Operator II
Aqueduct Pump Specialist	Pump Plant Specialist

Hydroelectric Specialist II	Reprographics Tech III
IT Communications Tech II & III	Storekeeper II & III
Instr & Control Tech II & III	Survey & Mapping Tech II & III
Lineman	System Operator
Maintenance Mechanic I & II	Water Treatment Plant -
Maintenance Worker II & III	Operator II & III

- 2.7.3. The District shall provide lead pay as described above to eligible employees who are in the highest classification within the appropriate job function/craft.
- 2.7.4. Lead assignments shall be rotated fairly among all interested and eligible employees. An employee shall not receive lead pay for more than three (3) consecutive months, when there is more than one interested and eligible employee. It is the intent of the parties that the above will ensure that all eligible employees in the crew will have an opportunity to receive lead pay.
- 2.7.5. Such lead pay will be provided only if the job activity is expected to exceed three or more consecutive hours in any one workday and where the supervisor has determined efficiency and safety necessitate a “**lead**” appointment.
- 2.7.6. A list of lead hours assigned to qualified employees shall be recorded by the supervisor and provided upon request for review by the employees and/or AFSCME Local 1902.
- 2.7.7. The following provision applies to employees assigned to the WSO Fleet Maintenance Unit. Within the Fleet Maintenance Unit, it is agreed that the duties to be performed by a Fleet Maintenance employee assigned Lead Pay may include, but are not limited to, those described in the document entitled “2011 Fleet Maintenance

Lead Person Responsibilities” (see attached). It is also understood that an employee will not be assigned to be in responsible charge, nor be assigned duties associated with being in responsible charge of a work activity, including the responsibilities enumerated in that document, without also being assigned Lead Pay. It is agreed and understood that by incorporating the provisions of the “2011 Fleet Maintenance Lead Person Responsibilities” document here, said document shall have no force or effect on its own, and shall not be recognized as a separate side agreement between the parties.

It is agreed that solely within the Fleet Maintenance Unit, Management may exercise its discretion under Section 2.7.1 of the MOU to assign Lead Pay, as needed, in instances where the employee may only be in responsible charge of a work activity involving one (1) other employee. The intent of this provision is to allow Management the discretion to assign Lead Pay at fleet maintenance facilities where there are only two fleet employees. This may occur, for example, because a manager cannot reasonably provide oversight or perform these duties him or herself. This provision is not intended for fleet employees working outside of established fleet shops (e.g., when maintaining an emergency generator) those shops being Jensen, La Verne, Diemer, Mills, Lake Matthews, Skinner, Desert locations and any other fleet shops that may be established in the future.

Every six months, Fleet Maintenance Management shall ask all eligible employees whether they are interested in performing Lead assignments. Employees will be asked to indicate their interest in writing. Upon request, the District shall provide the Union with a list of employees expressing interest.

2.7.8. Leadworker/Supervisory Pay

The intent of this subsection 2.7.8 is to compensate any bargaining unit employee who is assigned to perform a majority of the duties of a managerial or supervisory position on a daily basis. An employee assigned Leadworker/Supervisory duties by Management shall receive a premium in the amount of fifteen percent (15%) of his normal hourly rate. Such premium shall only be provided in full-day increments, for those days in which the employee is actually performing a majority of the duties of a managerial or supervisory position. Management shall specify the expected duration of the Leadworker/Supervisory assignment, but such duration shall be less than three weeks. The intent is that an employee not be asked to perform a majority of higher-level duties on days for which he is not receiving the premium.

SECTION 2.8 - STANDBY PAY

2.8.1. An employee is on Standby when he is required by management to be available for a call for his services while in a non-working status during off duty hours. Only employees in the classification of O&M Technician III or above may be placed on standby, unless the employee is under the on-site direction of a journey level employee.

2.8.2. An employee on Standby duty shall:

- A. Be ready to respond in a reasonable time to calls for his service;
- B. Be readily available at all hours by telephone, or other communication devices; and
- C. Refrain from activities which might impair his assigned duties upon call.

2.8.3. Management shall first make contact with the employee who is on

Standby duty. Only after the employee on Standby has failed to respond in a reasonable time shall Management call upon other employees for their services who are not assigned to be on Standby duty.

- 2.8.4. Employees who are assigned to standby will be paid Standby Pay Premium in the amount of ten (10) percent of his normal hourly rate for qualifying hours.
- 2.8.5. Effective January 1, 2007, employees who are assigned to standby and required to respond within fifteen (15) minutes, will be paid Standby Pay Premium in the amount of fifteen (15) percent of his normal hourly rate for qualifying hours.
- 2.8.6. An employee shall not receive Standby Pay for hours during which the employee is being paid at the overtime rate.

SECTION 2.9 - CALL BACK PAY

- 2.9.1. An employee is called back if:
 - A. He is unexpectedly required to leave home to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of his normal work shift and departure from his regular work location or
 - B. He is called and asked to work at home outside of normal work hours on District business because of unanticipated work requirements.
- 2.9.2. An employee, who is called back as defined above, is eligible to receive pay for a guaranteed minimum period of time or pay for the period of time worked, whichever produces larger compensation.

2.9.3. Time worked shall include the time spent performing the task requiring the call back and actual travel time from home to work and back.

2.9.4. **Guaranteed Minimum Time Period for a Call Back**

A. Unexpectedly required to leave home to return to duty:

(1) An employee residing within the camp or village, or on the same District property as the worksite shall receive a minimum of two (2) hours' pay at his overtime rate for a call back.

(2) An employee residing outside the camp or village, or off the same District property as the worksite shall receive a minimum of four (4) hours' pay at his overtime rate for a call back.

B. Unexpectedly required to work at home:

(1) An employee shall receive a minimum of sixty (60) minutes pay at his overtime rate for a call back.

2.9.5. If an employee receives an additional call back within the previous guaranteed minimum period, the employee shall not receive another minimum but shall receive pay for time worked beyond the previous call back minimum period.

2.9.6. Notwithstanding Section 2.9.4 and 2.9.5 above, whenever an employee is unexpectedly required to return to duty as provided in Sections 2.9.4.A and 2.9.4.B before the established starting time of the employee's next regular shift, it shall be deemed an early shift start. An employee shall not receive a guaranteed minimum for an early shift start. The employee shall be compensated for time worked at his overtime rate only for the hours between the time of

the call-back and the start of his regularly scheduled shift.

2.9.7. Mileage Reimbursement for Call-Back

A. If an employee is required to report to his assigned regular work location prior to normal working hours and is required to:

- (1) Remain on duty until the start of his normal shift, he will not be paid mileage.
- (2) Return to home upon completion of the specific assignment, he will be paid for total miles driven between home and regular work location.

B. If an employee is required to report to a work location other than his assigned regular work location prior to normal working hours, and is required to:

- (1) Remain on duty until the start of his normal shift, he will be paid mileage for total miles driven between home and the work location.
- (2) Return to home upon completion of the specific assignment, he will be paid for total miles driven between home and work location.

SECTION 2.10 - DIVING PAY

2.10.1. Diving pay will be paid to an employee in addition to all other forms of compensation for a minimum of six (6) hours for time spent underwater in a given work day.

2.10.2. Diving hours are to be computed in whole hours. Therefore, any fraction of an hour spent underwater will be rounded up to a full hour.

2.10.3. Diving pay shall be \$12.00 per hour.

SECTION 2.11 - DIRECT DEPOSIT

- 2.11.1. An employee shall directly deposit his net salary to one or more banks of his choice via direct electronic paycheck deposit.
- 2.11.2. The specific procedures for direct deposit shall be managed by the District.

SECTION 2.12 - OVERPAYMENTS

- 2.12.1. The parties agree that in the event of a payroll overpayment, Payroll will notify the employee of the overpayment prior to making any deductions to recover such overpayment. If the total overpayment is less than ten percent (10%) of the employee's pay period earnings, the amount of the overpayment will be deducted from the employee's next payroll payment after notification. If the total overpayment is in excess of ten percent (10%) of the employee's pay period earnings, a schedule of deductions will be established by the District to recover the overpayment. The maximum repayment each pay period will, however, not be more than ten percent (10%) of the employee's pay period earnings. For the purpose of this Section, "pay period earnings" is defined as the employee's straight time pay during the period, less deductions for retirement and income tax withholding purposes.
- 2.12.2. If the employee terminates employment with the District before repayment has been fully recovered, the balance due will be deducted from his final payroll payment.
- 2.12.3. The District shall hold AFSCME Local 1902 harmless with respect to any claim that might be filed by an employee as a result of action taken by the District pursuant to this Section.

SECTION 2.13 - O&M TECHNICIAN JOB FAMILY

- 2.13.1. The District and AFSCME Local 1902 entered into a Side Letter of Agreement on salaries and compensation for the O&M Technician job family on January 29, 2008. New classification titles and salary grades were subsequently incorporated into the 2011-16 MOU. The intent of this Section 2.13 is to incorporate remaining provisions of the Side Letter still in effect, into the MOU.
- 2.13.2. It is the District's intent to maintain staffing at the levels: One (1) Water Treatment Plant Specialist - Mechanical and one (1) Electrical Specialist at each of the five treatment plants, for a total of ten (10); and two (2) C&D Specialists for each of the two C&D regions, for a total of four (4). The District will only staff below these levels for legitimate business reasons (e.g., budgetary constraints, lack of sufficient work, etc.). If a determination is made to staff below these levels, the District shall first consult with, and receive input from, the Union, prior to a final decision on reducing staffing levels below those outlined above. If and when a final decision is made to reduce these staffing levels for a legitimate business reason the District and the Union will bargain over any negotiable effects or the impacts of such decision.

SECTION 2.14 - DESERT REMOTE LOCATION PAY

The intention of this Section 2.14 is to improve recruitment and retention at Metropolitan's remote desert facilities (defined as the Hinds, Eagle Mountain and Iron Mountain Pumping Plants, hereinafter referred to as "Remote Locations"). The terms of this Incentive Pay shall be as follows:

- 2.14.1. Effective March 13, 2016 (the first payroll period following approval by Metropolitan's Board of Directors), an Incentive Pay program has been implemented, which will provide annual lump sum payments to qualifying employees as follows, subject to the

provisions of sections 2.14.5(d), 2.14.14, and 2.14.15:

- A. \$6,000 upon completion of one year's continuous service at a Remote Location.
 - B. \$8,000 upon completion of a second consecutive year of continuous service at a Remote Location.
 - C. \$10,000 upon completion of a third consecutive year of continuous service at a Remote Location.
- 2.14.2. Such payments shall be made by separate check(s) at the conclusion of each one-year increment. Subsequent to the Board's approval of this agreement, the parties shall meet to determine whether payments will be made each year by a single separate check or multiple checks. Employees shall be given adequate notice prior to receiving payments, to allow them sufficient time to make any desired changes to payroll deductions and contributions. The payments will not be reported as compensable earnings to the California Public Employees Retirement System for retirement purposes but are considered wages and therefore understood by the parties to be taxable.
- 2.14.3. This agreement and incentive payment program for Remote Locations applies specifically to regular full-time employees at the Remote Locations, and does not apply to recurrent, part time, or temporary employees.
- 2.14.4. For all relevant purposes, an employee's service time for the incentive shall be divided into pay periods. A "year" or "twelve month" period shall be defined as twenty-six (26) bi-weekly pay periods and "six months" shall be defined as thirteen (13) bi-weekly

pay periods.

- 2.14.5. Qualifying service at a Remote Location shall include:
- A. Assignment to a Remote Location as the regular work location, even if for a portion of time, the employee is temporarily assigned by management to a non-Remote Location.
 - B. Assignment by management to a Remote Location as the temporary work location, provided such temporary assignment is for 12 consecutive months. An employee's temporary work location shall not be changed for the purpose of denying the employee the incentive pay.
 - C. All regularly scheduled hours in a paid status, when assigned pursuant to subparagraphs (a) and (b) above, including authorized medical leaves.
 - D. Examples of variations in qualifying service are shown in the attached program calendar (Attachment 1).
- 2.14.6. Employees assigned to a Remote Location as of March 13, 2016 will be given six (6) months of qualified service for eligibility towards the first incentive payment, if the individual has been assigned to a Remote Location for six months or more. If an existing employee assigned to a Remote Location has less than six months of qualified service, then whatever her/his amount of service time at the Remote Location will be credited toward the first incentive payment qualifying period. In the event of the latter, the employee's eligibility for the Incentive Pay will begin on the day of the first pay period in which she/he is at the remote location.

- 2.14.7. An employee need not be assigned to the same Remote Location for an entire 12-month period in order to qualify for Incentive Pay. (Example: An employee assigned to the Hinds Pumping Plant is the successful bidder, or is transferred by management, into a new position at one of the other Remote Locations (Eagle Mountain or Iron Mountain). The employee will continue to qualify provided the employee's service at the new Remote Location continues for the remainder of the 12-month period.)
- 2.14.8. Employees assigned to a Remote Location after the date the Incentive Pay program is implemented, shall begin qualifying on the first day of the pay period of assignment to the Remote Location.
- 2.14.9. An employee assigned to a Remote Location, who Management subsequently promotes through a Management-requested promotion to a position at a non-Remote Location, shall continue to qualify for Incentive Pay for the remainder of that 12-month period, after which she/he shall cease being eligible. (Example: employee begins qualifying for Incentive Pay on 1/1/16, but is promoted to a non- Remote Location on 7/1/16. Effective 12/31/16 the employee shall be eligible for the \$6,000 incentive payment, after which she/he shall receive no further payments unless subsequently assigned to a Remote Location.) This paragraph 9 shall not apply in instances of promotions achieved through a job bid.
- 2.14.10. If an employee retires, resigns, or transfers from a Remote Location in the middle of a 12-month qualifying period, or is discharged, she/he shall not be eligible for Incentive Pay for that year. (Example: employee's 1st year at Remote Location is from 1/1/16 - 12/31/16, and she/he receives the \$6,000 incentive payment. He then works from 1/1/17 at the Remote Location, but retires on

3/1/17, and therefore is ineligible for any portion of the \$8,000 incentive payment.)

- 2.14.11. If an employee resigns, voluntarily transfers, or is discharged from a position at a Remote Location, and is subsequently reinstated to a position at a Remote Location, she/he will be treated like a new employee in a Remote Location and qualification for the Incentive Pay program will restart as if there had been no prior qualifying service.
- 2.14.12. This Incentive Pay provision shall “sunset” (i.e. expire) on March 13, 2019, which is three years from the date the Incentive Pay program was first implemented.
- 2.14.13. No more than 120 days but no later than 60 days prior to the “sunset” date, the parties shall meet and confer upon the request of either party over whether to continue the Incentive Pay provisions beyond the “sunset” date. As part of such negotiations, the parties will review and consider any relevant data as to whether Incentive Pay has been effective in attracting and retaining personnel at the Remote Locations.
- 2.14.14. In the event no agreement is reached to extend Incentive Pay beyond its “sunset” date, then any employees who were in the midst of a qualifying period shall receive a pro-rated payment for that 12- month period. (Example: Employee begins his 2nd consecutive year on 3/1/18, and the Incentive Pay provisions “sunset” and do not renew on 9/1/18. The employee is entitled to a pro-rated 2nd year payment of \$4,000, which is 50% of the 2nd year \$8,000 payment.)
- 2.14.15. Management shall not be required to spend more than the

following budgeted amounts during the first three years of this agreement:

- A. \$300,000 for year 1
- B. \$400,000 for year 2
- C. \$500,000 for year 3

The maximum cumulative amount payable per this agreement is limited to \$1,200,000, unless the Incentive Pay program is extended pursuant to paragraphs 12 and 13. Should this budgeted amount be projected to be exceeded, Management shall inform the bargaining unit of such and the parties will meet and confer to determine how the incentive will be paid to qualifying employees. Management may, in its discretion, seek Board authorization for additional funds.

- 2.14.16. Section 2.14 (Desert Remote Location Pay) shall be in effect for the duration of the program as defined in section 2.14.12.

SECTION 2.15 - SPECIALIZED SKILLS PAY

- 2.15.1. The intent of this Section is to compensate employees in designated job classifications who possess unique, specialized knowledge or skills, beyond what is required for his/her normally assigned duties, and who are assigned to perform duties related to the specialized knowledge or skills. Any Specialized Skills Pay which is paid on an hourly basis shall be computed in half hour increments. Therefore, any fraction of a half hour spent performing the assigned duty will be rounded up to a half hour.
- 2.15.2. Employees assigned by Management shall receive \$50/month for certified Chemical Responder duties. In order to receive this Specialized Skills Pay, employees must be prepared and ready to

respond to chemical incidents, maintain required certifications, engage in required training exercises, and be SCBA fit-test ready.

- 2.15.3. O&M Technicians responsible for the performance of Backflow device certifications shall receive \$5/hour when required to perform such duties. The employee shall be paid for a minimum of one (1) hour.
- 2.15.4. O&M Technicians assigned to a Pumping Plant, other than Pump Plant Specialists, Aqueduct Pump Specialists, and Pump Plant Maintenance Operators who possess a T2 certificate, and who are assigned by Management to respond to operational malfunctions of the Desert domestic water treatment system shall receive \$50/month. In order to receive this specialized skill pay, employees must respond as needed to operational malfunctions of the treatment system, maintain T2 certification, and engage in required training.
- 2.15.5. Employees assigned to operate large mobile cranes shall receive a premium equal to \$5/hour when performing such duties. Compensation shall be for a minimum of two (2) hour increments. The operation of overhead, small truck mounted cranes/hoists, or fixed cranes shall not be compensable under this provision.
- 2.15.6. Employees at the classification of O&M Technician IV/Electrical or below (inclusive of Aqueduct Pump Specialist, Hydroelectric Specialist I) who are assigned by Management to perform High-Voltage Switching duties shall receive a premium of \$2.50/hour for all hours spent preparing and performing such duties. The premium shall not be paid for hours spent in required annual training.

O&M Technicians I & II shall only be assigned High-Voltage Switching duties when under the on-site direction of a journey-level O&M Technician.

SECTION 2.16 - COMMERCIAL DRIVER'S LICENSE INCENTIVE PAY

- 2.16.1. In recognition of responsible driving habits and sensitivity to both public and personal driver safety, a \$100/month "good driver incentive" shall be given to employees under the following circumstances:
- A. An employee is required by Management to obtain, maintain, and/or utilize a Class A or B driver's license, or;
 - B. An employee has a training plan that recommends obtaining a Class A or B driver's license - and - the employee obtains the higher license.
- 2.16.2. An employee will be ineligible for the incentive if:
- A. He/she tests positive on an alcohol and/or controlled substance test, or
 - B. He/she is involved in an accident that results in two or more points on his/her driving record, or
 - C. He/she receives a moving violation citation that results in two or more points on his/her driving record.
- 2.16.3. Employees who are not eligible due to having tested positive on an alcohol and/or controlled substance test - or - due to having received two or more points on their driving record may earn back their monthly incentive after a six (6)-month waiting period in which the employee does not test positive for drugs or alcohol, does not receive a moving violation citation, and is not involved in an

accident.

- 2.16.4. If an employee is receiving the incentive is involved in an accident, or receives a traffic citation, he/she shall immediately upon return to work notify his/her supervisor.
- 2.16.5. Management will maintain a list of employees whose job duties require them to obtain, maintain and/or utilize a Commercial Driver's license. If an employee's duties change such that he/she is no longer required to hold a Commercial Driver's license, the employee will no longer be eligible for the incentive.

ARTICLE 3 - LEAVE BENEFITS

SECTION 3.1 - ANNUAL LEAVE

3.1.1. The accrual schedule for annual leave shall be as follows:

RANGE OF HOURS From Through	ACC. FACTOR FOR EACH HR.	APPROX. VAC. HRS.
1 8,352	.0386250	80
8,353 18,792	.0574720	120
18,793 20,880	.0616100	128
20,881 22,968	.0652880	136
22,969 25,056	.0689660	144
25,057 27,144	.0731040	152
27,145 39,762	.0767817	160
39,763 41,760	.0804597	168
41,761 43,848	.0842911	176
43,849 45,936	.0881226	184
45,937 48,024	.0919540	192
48,025 Last hour of total service	.0957854	200

3.1.2. The maximum accrual of annual leave shall be 475 hours.

3.1.3. Once an employee's current credit of annual leave reaches 475 hours, the employee shall accrue no additional annual leave until the current credit is reduced below 475 hours.

3.1.4. If, on the last day of the payroll cycle that includes 15 May and 15 November, an employee has current credit for more than 400 hours, the employee shall be paid for all hours in between 400 and the maximum set forth at 3.1.2 above. Such payment shall be made with the first paycheck in June and December, as applicable.

- 3.1.5. It is the responsibility of employees not to exceed their maximum accrual.
- 3.1.6. The District shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the District. The District shall determine whether or not a request for annual leave will be granted. However, an employee's timely request for annual leave shall only be denied for good and sufficient business reasons.
- 3.1.7. If an employee's timely request to take annual leave is denied and such denial causes the employee's current credit for annual leave to exceed the applicable maximum, then the employee's accrual shall continue beyond the maximum for the next three months. At the end of three months the maximum will apply. During the three months and with a timely request, the employee shall be allowed to take annual leave except in cases of extreme business emergencies.
- 3.1.8. Employees returning from leave for military service shall accrue annual leave at the rate appropriate to the total time of District employment plus military service. In addition, employees shall accrue annual leave at the rate appropriate to the total time of District employment provided they meet one of the following conditions: 1) change from one category of employment to another category of employment that is eligible for annual leave; 2) return from a separation of employment from the District within twelve months of the separation; or 3) return from a non-cause involuntary separation of employment from the District.
- 3.1.9. Any employee who separates from the District for any reason, shall be paid for all his accumulated annual leave, if any, as soon as practicable after separation from active employment. If the

employee should die, his estate shall be entitled to his pay for accumulated annual leave.

SECTION 3.2 - SICK LEAVE

3.2.1. All eligible employees shall accumulate sick leave with full pay at the rate of .0459780 hours for each hour of service.

A. Such leave may be taken for absences from duty made necessary by an employee's:

- (1) Incapacity due to illness.
- (2) Incapacity due to injury.
- (3) Incapacity due to pregnancy, childbirth, miscarriage, or abortion.
- (4) Medical, dental or ocular examination or treatment, without incapacity, for which appointment cannot be made outside working hours.

B. Physician Certification

- (1) Normally, verification will not be required for short-term absences. A doctor's certification or other acceptable form of verification shall be required for all sick leave absences exceeding two calendar weeks, and may be required for absences where there is doubt as to the employee's fitness to return to work or the employee's supervisor has a reasonable suspicion that there may be sick leave abuse. Notice of this requirement shall be given in advance in all cases of prior leave abuse.
- (2) A physician's certification authorizing an employee's return to work from an incapacity covered by this section shall be reviewed by the District's medical support in Human Resources prior to the employee's return to work.

An additional medical examination or testing may be required in order to determine whether the employee can safely perform his or her duties, or to determine appropriate work restrictions. The employee will be given advance notice in writing of the date, time, and place of the examination/testing and a general description of, and reason for, it. Such examination/testing will be done at District expense and on District time if the District requires it to be conducted.

C. Notification of Sick Leave

In order to receive compensation while absent because of illness, injury, disability or special leave, the employee shall notify his/her immediate supervisor or designee prior the start of the work shift, or as soon as practicable. The employee shall provide the reason for the absence and the estimated length of absence. If the length of the absence exceeds the original estimate, the employee shall promptly notify her supervisor or designee of the need for and length of additional leave.

D. Accumulation of Sick Leave

- (1) Accumulation of sick leave as of the end of the twenty-fourth pay period of each annual payroll cycle shall be limited to 1,000 hours of sick leave.
- (2) If at the end of the twenty-fourth pay period of any annual payroll cycle the total of accumulated sick leave exceeds the limitation on accumulation above, the excess accumulated sick leave shall, as soon as practicable after the end of the payroll period, be paid to the employee entitled thereto at the employee's hourly pay rate at the end of said payroll period for 52.2 percent of the excess

accumulated hours of such sick leave.

- (3) Employees on military leave, either reserve, National Guard, or extended military service do not lose their accumulated sick leave credit.

E. Special Leave

Special leave with pay may be taken and charged against sick leave credits, for an employee to care for the employee's ill or injured spouse, domestic partner, child, step-child, parent, step-parent, brother, or sister. The total of such leave for each incident (e.g., illness, operation, birth) shall not exceed 48 hours.

Satisfactory justification for the granting of special leave shall be as required by the Department Head or Group Manager.

- 3.2.2. Any employee who resigns, is laid off for lack of work or funds, or is removed for cause, or retires under the provisions of the Public Employees' Retirement Law and has completed 10,440 hours without an involuntary interruption in District service, may elect one of two (2) options pursuant to Section 4.5.6 of this MOU: The employee may elect to be paid at the employee's hourly pay rate for 52.2 percent of accumulated hours of sick leave in full at the time of separation with the remaining 47.8% converted to additional service credit, or, the employee may elect to have 100% of such accumulated hours converted to additional service credit.
- 3.2.3. If the employee should die before separation from employment, his estate shall be entitled to any severance value of his accumulated sick leave as if he had resigned on the date of death.

SECTION 3.3 - PERSONAL LEAVE

- 3.3.1. All eligible employees shall be entitled to twenty-four (24) hours of

personal leave per calendar year. The District shall determine if personal leave will be granted. However, an employee's timely request for personal leave shall only be denied for good and sufficient business reasons.

- 3.3.2. In order to use personal leave an employee must have more than 1,044 hours of 1) current service; 2) total service if the employee has returned to service within twelve months of a separation from the District, including military service during the period of current service; or 3) total service if the employee has returned to service following a non-cause involuntary separation from the District. An eligible employee may take personal leave each calendar year which shall not be charged against any accumulated leave. With prior approval, such personal leave may be taken for any personal reason.

Use of personal leave to respond to a personal emergency does not require prior approval. A personal emergency is a circumstance that requires action that cannot be postponed. In such case, the employee shall notify his supervisor as soon as practicable. At that time, the employee shall also explain the general nature of the emergency.

- 3.3.3. Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the year following the year in which it is received.

SECTION 3.4 - FATIGUE TIME

The intent of fatigue time is to provide a sufficient time for rest between a significant period of work and the start of the next regularly scheduled work shift, by replacing regularly scheduled straight time hours with paid rest time.

- 3.4.1. An employee shall be eligible for fatigue time if any of the following apply:
- A. He has worked an extension of his workday and his extension has been completed with less than eight (8) hours between the completion of the extension and the start of the employee's next regularly scheduled shift.
 - B. He has worked scheduled overtime on a day off which overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.
 - C. He has actually worked at least four (4) hours as a result of call backs pursuant to Section 2.9 - Call Back.
 - D. He has worked a portion of his regular work shift and is excused to rest prior to working later that same workday.
 - E. He is excused for the remainder of a night, overtime, and/or shutdown assignment that ends early, in order to return to his next regularly scheduled shift.
- 3.4.2. When an employee is eligible for fatigue time, he shall not be required to report to work for up to eight (8) hours plus commute time after the completion of the overtime or the extension of his workday and shall receive full pay for any regularly scheduled hours not worked.
- 3.4.3. If upon completion of fatigue time, there are two (2) hours or less remaining in the employee's regularly scheduled shift for that day, fatigue time may be extended for the remainder of shift, rather than an employee having to use accrued leave time. Notwithstanding the

above, an employee may be called in to work the remainder of the shift, even if for two hours or less, if Management determines that a legitimate business necessity exists.

SECTION 3.5 - BEREAVEMENT LEAVE

- 3.5.1. Upon the death of a member of an employee's immediate family, he shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral and related arrangements or to attend the funeral, but not to exceed three (3) working days, or, one workweek as determined by the employee's assigned work schedule, if the death occurs 250 miles or more from the employee's place of residence.

- 3.5.2. For the purposes of this section, "immediate family" means spouse/domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt, or uncle. Domestic partner is defined under Administrative Code Section 6234.

SECTION 3.6 - FAMILY AND MEDICAL LEAVE

- 3.6.1. The District will provide family and medical leave for an employee as required by state law and federal law.

- 3.6.2. For purposes of this Section, employee shall mean an employee who has at least one year of service with the District and at least 1250 hours active service during the one year period immediately preceding the commencement of the family and medical leave.

- 3.6.3. The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth or defined below are contained in the U.S. Department of Labor regulations

implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the California Fair Employment and Housing Commission regulations implementing the California Family Rights Act (“CFRA”) (Government Code 12945.2).

- 3.6.4. Unless otherwise provided by this Section, “Family and Medical Leave” and “Leave” under this Section shall mean leave pursuant to the FMLA and CFRA.
- 3.6.5. An employee is entitled to a total of twelve (12) weeks of Leave during any 12-month period to care for a newborn child, due to the placement of an adopted or foster child, to care for a child, parent, parent-in-law, spouse or domestic partner, or domestic partner’s child or parent who has a serious health condition, or because of the employee’s own serious health condition that prevents the employee from performing any one or more of the essential functions of the employee’s position. The 12-month period for calculating Leave entitlement will be the 12-month measured backward from the date an employee uses any Leave.
- 3.6.6. An employee’s entitlement to Leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 3.6.7. An employee shall provide at least thirty (30) calendar days written advance notice for foreseeable events. For events which are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave, but no later than five (5) working days from learning of the event.
- 3.6.8. When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:

- A. All sick leave;
- B. Forty (40) hours of annual leave; if annual leave is exhausted the employee must choose to use other paid or unpaid leave to complete the 40 hours;
- C. The employee has the option of using additional paid leave at full pay. If the employee chooses to use additional paid leave at full pay, it must be used in the following order:
 - (1) The balance of the employee's annual leave;
 - (2) Other paid leave.
- D. If the employee elects not to use additional paid leave at full pay, then the employee shall utilize leave in the following order:
 - (1) 75% disability;
 - (2) 50% disability;
 - (3) Annual Leave;
 - (4) Other paid leave at the employee's option;
 - (5) Unpaid Leave.
- E. The exhaustion of the paid leave shall run concurrently with the Leave.

3.6.9. When the Leave is taken for the birth of a child of the employee, for the placement of a child with the employee for adoption or foster care or to care for a child, parent, parent-in-law, spouse or domestic partner, or domestic partner's child or parent who has a serious health condition, the employee shall utilize Leave in the following order:

- A. Special Leave.
- B. Annual Leave, other paid leave, or unpaid leave.

C. The exhaustion of the paid leave shall run concurrently with the Leave.

- 3.6.10. If an employee takes sick leave or partial pay disability leave without requesting Family and Medical Leave, within two (2) days of the employee's return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family and Medical Leave.
- 3.6.11. The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12-month period commencing with the start of the Leave.
- 3.6.12. An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.
- 3.6.13. Any leave taken by an employee under the Fair Employment and Housing Act's provisions applicable to pregnancy-related disabilities cannot be counted against the 12-week limitation on family and medical leaves authorized under the CFRA.

SECTION 3.7 - DISABILITY LEAVE

- 3.7.1. Subject to the maximum accumulation stated below, employees shall accumulate disability leave with partial pay equal to the number of hours hereinafter indicated.

Working Hours Credited Not to Exceed the Maximums Hereinafter

Stated:

At each of these service hour points	Hours of 75 Percent Leave	Hours of 50 Percent Leave
1,040 hours	48	48
2,080 hours	48	48
4,160 hours	48	48
6,240 hours	48	48
8,320 hours	88	88
10,400 hours	40	40
Each subsequent 2,080 hours	40	40

3.7.2. The total number of hours of accumulated disability leave shall not exceed 800 hours at 75 percent of full pay and 800 hours at 50 percent of full pay. Total service shall include all time spent in the employ of the District, excluding time spent on disability leave and leave without pay.

3.7.3. Employees returning from leave for military service shall earn disability at the rate appropriate to the total time of District employment plus military service. In addition, employees shall accrue disability leave at the rate appropriate to the total time of District employment provided they meet one of the following conditions: 1) change from one category of employment to another category of employment that is eligible for disability leave; 2) return from a separation of employment from the District within twelve months of the separation; or 3) return from a non-cause involuntary separation of employment from the District.

- 3.7.4. Disability leave may be taken only after exhaustion of all accumulated sick leave and subject to the following conditions:
- A. Disability leave may be taken only in the event of the employee's disability due to illness, injury, pregnancy, childbirth, miscarriage, or abortion.
 - B. Except as provided in Section 3.9, an employee shall not be entitled to disability leave until 40 hours shall have elapsed following the exhaustion of accumulated sick leave.
 - C. Medical or other certification in form acceptable to the employee's Department Head shall be furnished within five working days of the commencement of a period of claimed disability leave and shall be renewed at intervals not exceeding 30 calendar days after the date of the initial or any subsequent certification until termination of the disability leave, or as otherwise determined by the Department Head.
 - D. Disability leave shall be taken by first exhausting disability leave payable at the rate of 75 percent of full pay and thereafter exhausting disability leave payable at the rate of 50 percent of full pay.
 - E. No added disability leave shall be credited during any period when an employee is on disability leave.
 - F. Disability leave shall terminate on the date of retirement or on the date employment is terminated, whichever comes first.
 - G. Except as provided in Section 3.9, an employee who is on disability leave shall not be entitled to take annual leave until the exhaustion of disability leave or the termination of disability,

whichever comes first.

- 3.7.5. An employee who has taken less than all the accumulated disability leave and then returns to work, may, after using any accumulated sick leave and subject to the conditions of Section 3.7.4 above, take the remaining disability leave together with any disability leave credited since returning to work for a recurrence of the same disability or for any other disability.
- 3.7.6. An employee who has taken any part or all of accumulated leave shall, upon returning to work, accumulate disability leave as if the employee's total service, as that term is defined in Section 3.7.2 above, commenced on the date of return to work. In no event shall accumulated disability leave earned either at the rate of 75 percent of the hourly rate or at the rate of 50 percent of the hourly rate exceed the amount of accumulated disability leave in either category determined with regard to an employee's total service from the date of first employment with the District. Nevertheless, in the event that any employee with 4,160 or more hours of total service returns having exhausted all 75 percent and 50 percent disability leave allotment, said employee shall be credited with 48 hours disability leave payable at the rate of 75 percent of the hourly rate and 48 hours disability leave payable at the rate of 50 percent of the hourly rate on the day of returning to work provided such crediting of disability leave occurs only once in any 1,040 hours.
- 3.7.7. An employee who has been employed by the District and is re-employed shall not be entitled to disability leave prior to completion of 1,040 hours of total service after such reemployment. The employee shall then be credited with accumulated disability leave corresponding to the employee's total service, and shall thereafter accumulate disability leave corresponding to the

employee's total service. In no event shall such employee have accumulated disability leave exceeding that which would have accumulated as determined under Section 3.7.6 above.

- 3.7.8. An employee who is on annual leave or leave without pay and who is authorized to take sick leave and who thereafter exhausts accumulated sick leave shall be entitled to disability leave in the same manner as if the employee had been on working status at the time sick leave commenced.
- 3.7.9. An employee who has taken disability leave in excess of 30 calendar days will be required to provide a physician's statement attesting to the employee's fitness, based upon the employee's normal duties stated in the job description, before returning to work, and may be subject to medical examination. Such examination will be done at District expense and on District time if the District requests that it be conducted by District-selected medical personnel.
- 3.7.10. For the purpose of this Section, a District Holiday falling within any period of disability leave shall be deemed to be a working day.
- 3.7.11. Annual and sick leave shall not accrue during periods of disability leave.

SECTION 3.8 - LEAVE DONATION PROGRAM

- 3.8.1. Eligible employees may participate in either the Employee Emergency Leave Relief Fund, which is set forth in the Human Resources Operating Procedures, or the leave donation program set forth below.
- 3.8.2. General Provisions - the leave donation program is designed to provide a mechanism to assist employees who have exhausted paid

leave due to a serious or catastrophic illness or injury. This program allows employees who accrue leave to donate accrued annual leave or sick leave hours to a specific employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as an employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's parent (including in-law), grandparent, child, spouse or domestic partner.

3.8.3. **Conditions**

A. To receive leave donations an employee:

- (1) Must have been employed in a regular position for a minimum of six-months or in a temporary/recurrent position for a minimum of 12 months and worked more than 1250 hours in the previous 12 months;
- (2) Must be absent from work due to his/her own catastrophic illness or injury for more than twenty (20) consecutive work days (as verified by a physician's statement) or be absent from work for more than twenty (20) consecutive work days in order to attend to an ill or injured parent (including in-law), grandparent, child, spouse or domestic partner (as verified by a physician's statement); and,
- (3) Must have exhausted all applicable leave balances, including sick leave (if related to an employee's own illness), personal leave, special leave, disability leave and annual leave; except however, the General Manager may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable

exhaustion of balances within two pay periods.

B. Donations are:

- (1) Voluntary;
- (2) Made from accrued annual leave, personal leave, and sick leave balances in whole hour increments but for a minimum of eight (8) hours. A donor may donate all accrued annual leave and personal leave but must retain at least 80 hours of sick leave in his/her own sick leave account;
- (3) Irrevocable. If any donated hours remain at the end of the recipient's catastrophic leave, the recipient may retain up to 80 hours, and the remaining hours shall be transferred to the leave transfer pool; and,
- (4) Subject to taxes in accordance with applicable IRS and State law, and may be subject to withholding as required by law.

C. The total donations received into an employee's annual leave balance normally shall not exceed 320 hours; provided however, that donations in excess of 320 hours may be considered and approved by the General Manager. Donations attempted in excess of the maximum shall not be taken. Such donations shall not be eligible for payout above the maximum annual leave accrual.

D. Upon approval of a request for donations from an employee or his/her guardian if employee is incapacitated, Human Resources Group shall, at the employee's (or guardian's) request, post a

notice of the eligible employee's need for donations on District bulletin boards accessible to employees and/or via e-mail. Confidential medical information shall not be included in the notice.

- E. Donations shall be administered according to procedures established by Human Resources Group and requested on a form prescribed by Human Resources. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

- F. Nothing in this Section shall be construed to modify the employment relationship between the District and the receiving employee, or to restrict the District's management rights. Nor shall this section modify existing District rules, policies or agreements regarding unpaid leaves of absence or family medical care leave.

SECTION 3.9 - USE OF ACCUMULATED LEAVE - INDUSTRIAL INJURY

- 3.9.1. An employee injured in the scope and course of employment with the District may elect to take as much of accumulated sick leave, or accumulated annual leave, or disability leave, as when added to disability indemnity under Division 4 of the State Labor Code will result in a payment to the employee of not more than the hourly rate for 40 hours each week provided that sick leave shall be applied first, and that the order of application of annual leave and disability leave shall be at the option of the employee.

- 3.9.2. An employee using disability leave because of such an injury shall not be subject to Section 3.7.4.B. When an employee uses such accumulated leave because of such an injury and the District is

reimbursed by a third person for its damages by reason of such use, there shall be granted, for credit to the employee's sick leave, annual leave, or disability leave, such sick leave, annual leave, or disability leave equivalent to the amount so used or proportionately if each is reimbursed only in part.

- 3.9.3. If the District does not collect from the third person the full amount of the compensation paid and other damages for which it is liable to the employee and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave, annual leave, or disability leave used, the amount received shall be credited to annual leave, sick leave, and disability leave in that order.

SECTION 3.10 - USE OF ACCUMULATED LEAVE - QUARANTINE

- 3.10.1. An employee who is quarantined may elect to take as much of the employee's accumulated sick leave or accumulated vacation leave or accumulated compensating time off as is necessary to avoid loss of pay. Should the time lost exceed the sick leave, vacation leave, and accumulated compensating time off, such excess shall be leave without pay.

SECTION 3.11 - MILITARY LEAVE

- 3.11.1. Every employee who is a member of the National Guard or Naval Militia, or a member of the reserve corps or force in the Federal military, naval or marine service, shall be entitled to military leave in accordance with the applicable provisions of the Military and Veterans Code of the State of California and federal law. The present law provides, in general, that a person having one year or more of service with the District is entitled to military leave with pay for a period not exceeding 30 calendar days per fiscal year. The military service time of a new employee who comes to the District

directly from military service may be applied to the one-year employment requirement necessary to the granting of military leave.

- 3.11.2. Veterans are entitled to reinstatement if their service does not exceed five years in the military (or longer if involuntarily retained). Employees on military leave do not lose their accumulated leave credits. The District will restore the veteran to employment as though no interruption of District service has occurred. The District will apply all general pay adjustments enacted by the Board to the old base salary as though the veteran had not been absent. The veteran need not be returned to the former position but will be given a position of status and pay equivalent to the former position. Although the veteran earns no leave while absent on military leave, neither does the veteran lose any leave balances while absent on military leave. Military service time is added to the length of District service for purpose of computing the rate at which a returning veteran will earn leave.

SECTION 3.12 - LEAVE WITHOUT PAY

- 3.12.1. Leave without pay, except when necessitated by illness, injury, pregnancy, childbirth, miscarriage or abortion, may be granted by a Department Head or designee to an employee only after exhaustion of all accumulated annual leave. Leave without pay without exhaustion of accumulated annual leave may be granted in accordance with MOU Section 7.1.3.H. Leave without pay granted pursuant to this subsection may not exceed 120 consecutive calendar days unless authorized by the Board for a longer period. Such leave may be terminated at any time by the employee's returning to work. An employee on such leave is entitled to the benefits of sick leave accumulated prior to his absence.

3.12.2. Leave without pay, when necessitated by illness, injury, pregnancy, childbirth, miscarriage or abortion, may be granted by the Department Head or designee to an employee for a period which, when added to the period of disability leave and to the interval between the exhaustion of accumulated sick leave and the beginning of disability leave, shall not exceed 3,132 hours, unless authorized by the Board for a longer period. Such leave shall be granted only after exhaustion of accumulated sick and disability leave, except that disability leave need not be exhausted prior to the taking of leave without pay for the 40 hours specified in Section 3.7. An employee who, due to illness or injury, has taken leave without pay under this Section in excess of 30 consecutive calendar days will be required to provide a physician's statement attesting to his fitness, based upon his normal duties pursuant to his job description, before returning to work.

3.12.3. **Insurance Coverage for Leave Without Pay**

- A. Any employee who is on leave without pay for a period of 30 or more consecutive calendar days will be permitted to continue coverage under a group insurance program if permitted under the terms of the program and if the employee pays the premiums required to maintain coverage for the duration of the absence.
- B. Notwithstanding Section 3.12.3.A above, the District shall pay the premiums it would otherwise pay for any employee who is on leave without pay and is receiving temporary disability indemnity under Division 4 of the State Labor Code as a result of an injury incurred in the course and scope of District employment provided, however, said employee continues to pay his portion of said premiums. Any payment of premiums pursuant to this subsection shall terminate 30 calendar days after the final temporary disability indemnity payment is made.

SECTION 3.13 - JURY DUTY LEAVE

- 3.13.1. All employees are eligible for jury duty leave with pay when required by any legally constituted court to appear for examination or jury service.
- 3.13.2. The employee shall promptly notify the supervisor of his jury summons.
- 3.13.3. In order to qualify for paid jury duty leave, employees are required to furnish proof of attendance in a manner prescribed by the General Manager.
- 3.13.4. An amount equal to the per diem or fees paid by the court to the employee will be deducted from the employee's pay. No deduction will be made for the value of mileage allowances, meals or lodging furnished by the court.
- 3.13.5. In the absence of proof of attendance, an employee will be required to use such other leave as is prescribed by his Department Head.
- 3.13.6. Employees assigned to the night shift shall be assigned to the day shift. The day shift assignment shall be the same work schedule and shall span a full rotation that covers the period of jury duty. Thus, after being released from jury duty, the employee will return to his normal rotation following completion of regularly scheduled days off.
- 3.13.7. In those cases in which an employee is released by the court at 12:00 noon or earlier, the employee will report for work and complete the balance of the shift. The employee will be given reasonable commute time in order to report to work. The employee will also be entitled to an unpaid meal period set forth in Section 5.1.2 of this

MOU.

SECTION 3.14 - LEAVE CONFIDENTIALITY

3.14.1. It is agreed and understood that the specific nature of, or basis for an employee's medical, bereavement, CSL, disability, FMLA, industrial injury, sick or special leave shall not be disclosed publicly, to persons not having a legitimate business reason to know.

ARTICLE 4 - BENEFITS AND REIMBURSEMENTS

SECTION 4.1 - MEDICAL INSURANCE

4.1.1. The District shall continue to provide medical plans maintained by the Public Employees' Retirement System (PERS).

4.1.2. Effective January 1, 2018, the District's maximum monthly contribution shall be 100% of the total premium for the Anthem Health Maintenance Organization (HMO) basic medical plan, for the Sacramento region, not to exceed the monthly premium for the medical plan selected by the employee.

Effective January 1, 2019, the District's maximum monthly contribution shall be 100% of the total premium for the highest cost HMO basic medical plan for either the Los Angeles region, or Other Southern California region, whichever is higher, not to exceed the monthly premium for the medical plan selected by the employee.

4.1.3. Employees who retained PERSCare coverage and who retired on or before January 1, 2012 shall be kept whole for any out-of-pocket premium costs (up to 90% of the PERS-Care premium).

4.1.4. Non-Desert employees who were enrolled in PERSCare during 2011 and who switched to one of the HMO plans or PERS Choice shall continue to receive a cash incentive in the amounts listed below through the remainder of Plan Year 2017, at which time the incentive shall terminate.

Employee Only:	\$172/month
Employee + 1 Dependent:	\$343/month
Employee + 2 or More Dependents:	\$445/month

Desert Region employees enrolled in PERS Choice will continue to receive the dollar amounts specified above and shall continue receiving such amounts through the term of the Agreement.

- 4.1.5. An employee who opts out of medical insurance will receive \$125 per month (\$1,500 per year), provided the employee submits proof of alternative insurance coverage.
- 4.1.6. If subsequent to December 31, 2021, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution shall remain at the dollar amount in effect on December 31, 2021. Such contributions shall continue at that dollar amount until the parties agree in writing to change the District's contributions.
- 4.1.7. The parties agree to establish a Health Benefits Advisory Committee, at the request of either party. The committee will examine such issues as benefit levels, plan design, administration, and cost containment which, affect active and retired employees. Committee recommendations will be presented to the parties for their use in negotiations for a successor MOU.

SECTION 4.2 - DENTAL INSURANCE

- 4.2.1. The District shall continue to provide dental insurance, to an annual maximum of \$2,500 per year per covered person. The dental insurance provider shall not be changed without mutual agreement of parties.
- 4.2.2. The District shall pay the entire premium for each employee and qualified dependents to the age of 26.
- 4.2.3. Any reserve funds developed under the policy may be applied

towards paying the premium of any policy obtained in accordance with this MOU.

- 4.2.4. Effective January 1, 2018, the District provided dental insurance shall cover orthodontia benefits for all enrollees, up to a lifetime maximum benefit of \$2,000 per covered person.

SECTION 4.3 - VISION INSURANCE

- 4.3.1. The District shall continue to provide a vision care program at the benefit level in effect on June 17, 2000. The vision insurance provider shall not be changed without mutual agreement of parties.
- 4.3.2. The District shall pay the entire premium for each employee.
- 4.3.3. An employee has the option to purchase family coverage through the program at his own expense for dependents to the age of 26.

SECTION 4.4 - LIFE INSURANCE

- 4.4.1. The District shall provide \$77,000 of group life insurance for each regular full-time employee.
- 4.4.2. An employee shall continue to have the option of purchasing additional insurance at his own expense.

SECTION 4.5 - RETIREMENT

- 4.5.1. An eligible employee shall have the option of retiring from the District according to the contract the District has with the Public Employees' Retirement System (PERS) to provide what is commonly called "Local Miscellaneous 2% @ 55" retirement, plus other contracted optional benefits. Employees hired on or after January 1, 2013 who are "new" PERS members as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall be

eligible to retire under the Local Miscellaneous 2% @ 62 retirement formula.

- 4.5.2. Except as provided below, the District pursuant to the Administrative Code shall contribute to PERS as Employer Paid Member Contribution seven (7) of the total seven (7%) percent of normal member contributions to PERS for employee retirement. Further, such EPMC shall be reported to PERS as special compensation so that it will be included in “compensation earnable” for employee retirement purposes.
- 4.5.3. Employees hired on or after January 1, 2012 shall contribute the full seven (7%) percent normal member contribution to PERS for the first five years of employment. For such employees, there shall be no EPMC reported to PERS as special compensation. Upon completion of five years of employment, as defined by “service date,” the District shall pay the same contribution to PERS as EPMC as existing employees who are PERS “classic” members. A Benefits Service Date will be used to track an employee’s anniversary “service date” for eligibility, and all time on the District’s payroll as an employee (including “non-PERSable” time, such as working as a Student Intern, or as a Recurrent employee) will be counted towards the five years. Moreover, any breaks in service, regardless of length, will be accounted for by adjusting the Benefits Service Date to track all time worked.
- 4.5.4. Employees hired on or after January 1, 2013 and who are “new” PERS members as defined by PEPRAs shall contribute a member contribution of no less than fifty percent (50%) of the normal cost of the retirement plan. Such contribution shall not exceed the statutory maximum of eight percent (8%) of pay for local miscellaneous provided for under Govt. Code Section 20516.5(b). For such

employees, there shall be no EPMC reported to PERS as special compensation.

- 4.5.5. The contributions referenced above are based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.
- 4.5.6. Sub-Section 4.5.2 shall be operative only so long as the District's Employer Paid Member Contribution continues to be excluded from the gross income of the employee under the provisions of the Internal Revenue Code. If the aforesaid provision becomes inoperative, the District shall contribute to PERS the amount required to decrease the contribution of each employee within the bargaining unit represented by the Association hired before January 1, 2012 by: seven (7%) percent of the covered compensation paid such employee.
- 4.5.7. Such contributions shall be paid from the same source of funds as used in paying wages to the affected employees. The employee does not have the option to receive the District contributed amount paid pursuant to this Section directly instead of having it paid to PERS.
- 4.5.8. **Conversion of sick leave to additional service credit:**
 - A. Effective December 1, 1990, the District amended its contract with the Public Employees' Retirement System to provide that the unused accumulated sick leave when certified by the District,

at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave, as set forth in Government Code Section 20965.

B. An employee eligible to obtain service credit under Government Code Section 20965 may substitute all or 47.8% of the accumulated hours of sick leave for service credit for retirement purposes.

4.5.9. The District has amended its contract with PERS to provide the Level 4 Survivor Benefit.

Effective January 1, 2012, the District shall implement the schedule for post-retirement health benefits contained in Government Code Section 22893(a). The application of this schedule shall be subject to the provisions of Government Code Section 22893, and the schedule will solely apply to employees hired after the schedule becomes effective pursuant to PERS laws and regulations. Pursuant to Government Code Section 22893(a)(6), an employee hired prior to the schedule becoming effective may elect to be subject to the schedule. Such election may be made annually, during the open enrollment period, during the term of this 2017-21 MOU.

SECTION 4.6 - DEFERRED COMPENSATION

4.6.1. The District shall provide a matching contribution, on behalf of each employee who is a participant in the savings plan provided for in Administrative Code, Division VI, chapter 6, Article 6. The District's matching contribution shall be in the amount of one dollar for each dollar contributed by the employee in accordance with a compensation-reduction election made by the participant pursuant to Administrative Code Section 6785(a), subject to the following

limits.

- 4.6.2. During the term of this Agreement the maximum District matching contribution shall not exceed four and one-half (4-1/2%) percent of the total of the employee's cash compensation and salary reductions permitted under sections 401(k), 414(h), and 457 of the Internal Revenue Code during that year (total cash compensation).
- 4.6.3. This Section shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code and District's Savings Plan regulations. If this Section becomes inoperative, then either party may, on 30 days' notice, notify the other party of its desire to amend this MOU as a result of such event. Upon expiration of such notice, both parties shall meet and confer in good faith pursuant to division VI, chapter 1 of the Administrative Code.

SECTION 4.7 - SOCIAL SECURITY ALTERNATIVE

- 4.7.1. The District shall provide an alternative to Social Security for part-time, seasonal and temporary employees as defined in the Internal Revenue Code. The District met with representatives of AFSCME Local 1902 for the purpose of selecting an alternative. The parties agreed that the District's 457 program would be the alternative.

SECTION 4.8 - UNIFORMS

- 4.8.1. The District will continue its practice of providing only protective uniforms for health and safety purposes, which consist of lab smocks, culinary aprons and disposable protective apparel meeting Cal/OSHA requirements.

SECTION 4.9 - This Section purposely left empty.

SECTION 4.10 - DISTRICT HOUSING

District housing has been established to provide emergency and rapid response.

- 4.10.1. Employees renting District-owned residences at Gene Village, shall pay a monthly rental calculated at 6.50 cents per square foot of living space. Employees renting District-owned residences at the Iron, Eagle and Hinds villages shall continue to pay a monthly rental calculated at 5 cents per square foot of living space. Employees renting District-owned residences at all locations other than those mentioned above shall pay a monthly rental calculated at 6.90 cents per square foot of living space. Living space is defined as the area within the outside perimeter of the house, excluding screened-in porches, garages, and cooler or air-conditioning rooms, but including service porches, enclosed porches and utility rooms.
- 4.10.2. In addition to the above-stated rental rates, employees renting District-owned garages at Iron, Eagle, Hinds, and Gene villages shall pay \$4.30 per month for such rental. Employees renting District-owned garages at all other locations shall pay \$4.50 per month for such rental.
- 4.10.3. Utility charges and costs incurred in District housing shall be paid by the District. To the extent any monetary benefit is conferred on an employee by this Section, that benefit shall not be considered compensation for purposes of the Fair Labor Standards Act.

SECTION 4.11 - CATEGORIES OF EMPLOYMENT

- 4.11.1. The District agrees to the following categories of employment:
 - A. **Regular full-time**

Employees working a 40 hour week for an indefinite period of time. A regular full-time employee will receive all benefits for which he is eligible.

B. Regular part-time

Regular employees who work a regular schedule of at least 20 hours per week but less than 40 hours per week. Employees in this category may job share. PERS membership and health benefit (PEMHCA) regulations are applicable. Regular part-time employees who are hired to work a 20 to 39 hour week will be provided with all the terms and conditions of this MOU unless otherwise specified, on a prorated basis (leave accrual will be effectively prorated by the number of hours worked).

Notwithstanding the above, a regular part-time employee who is employed as of the date of implementation of this agreement and is receiving full health insurance benefits, shall continue to receive such benefits for the duration of his employment as a regular part-time employee.

C. Temporary full-time

Employees who are hired for a specified limited time and who work a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary full-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. All temporary employees are entitled to receive all holidays under Section 2.3. Temporary full-time employees are not eligible for any other benefits.

D. Temporary part-time

Employees who are hired for a specified limited time and who work less than a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary part-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Temporary part-time employees are not eligible for any other benefits.

E. Recurrent employees

Employees hired for an indefinite period of time on an irregular basis, such as intermittent, emergency, or on-call. PERS membership and health benefit (PEMHCA) regulations are applicable. Recurrent employees will be provided with all the terms and conditions of this MOU unless otherwise specified, on a prorated basis (leave accrual will be effectively prorated by the number of hours worked). Notwithstanding the above, a recurrent employee who is employed as of the date of implementation of this agreement and is receiving full health insurance benefits, shall continue to receive such benefits for the duration of his employment as a recurrent employee.

- 4.11.2. Employees who move from one category of employment to another or who are involuntarily separated from service and return to service shall not have their service hours reset for the purposes of benefit accrual.

SECTION 4.12 - TRAVEL EXPENSES AND TRAVEL TIME

Travel expenses shall be authorized and paid as provided in this Section and the relevant sections of the Administrative Code (see AC 6320 et. seq.). It is the intent of the parties to fairly and properly reimburse an employee for additional expenses and pay for additional travel time.

The following definitions shall apply to this Section.

- A. *Per Diem* – Paying the employee the negotiated dollar amount for room, board, and incidental expenses. Itemization of expenses is not required.
- B. *Actual Expenses* – Reimbursing the employee for the total actual costs for room, board and incidental expenses related to the conduct of District business. Expenses of \$25 or less need not be accompanied by supporting documentation. An employee will not be reimbursed for alcohol.
- C. *Regular work location* – Primary assignment to a specific work location.
- D. *Temporary work location* – Any work location other than an employee’s regular work location. An employee may be assigned to a temporary work location for more than three years by mutual agreement.
- E. *Incidental Expenses* – Other reasonable expenses while conducting District business including but not limited to transportation, tips, laundry services, telephone calls (including calls to family), conference room fees, fees for copying, parking fees, gasoline, fees for fax machine or PC usage, and toiletries.

4.12.1. Work Location:

The District has the option to assign an employee to a temporary work location (4.12.2); or a new regular work location (4.12.3).

4.12.2. Temporary Work Location

- A. If an employee is assigned to a temporary work location, the District has the option of:

- (1) Requiring the employee to commute. For purposes of this section, a commute is measured from home to the worksite (i.e. portal to portal).
- (2) Providing room and board at a District facility or through assigned public accommodations with reimbursement of eligible expenses.
- (3) Placing the employee on overnight travel status as provided in Article 2 of the Administrative Code and below at Sub-Section D.

B. If an employee is required to commute from home to a new temporary work location, and the new work location causes a longer commute, then the District has the option of supplying a vehicle or paying mileage, as provided in Article 4.13 below, for the added distance.

C. If the commute referred to in Section B above is done on non-work time, then the time needed for the added distance shall be reported as time worked. Such time shall be calculated by dividing the added distance by 40 mph. In special circumstances, e.g., the distance is shorter but the commute is longer, the added travel time shall be determined by agreement between the employee and the supervisor.

D. Overnight Travel Status

- (1) If the employee is placed on overnight travel status, the District must either reimburse the employee's actual expenses or pay "Per Diem Subsistence." The District shall provide a cash advance upon an employee's request in an amount equal to Per Diem Subsistence for the expected

length of the overnight travel status. In instances when travel is expected to exceed thirty (30) days, the approval of the Group Manager is required.

- (2) Effective upon adoption of the 2017-21 MOU, for each day an employee is on overnight travel status, Per Diem Subsistence shall be \$180.00. If an employee is not required to work for more than half of the day on the last day of the assignment, per diem subsistence shall be \$90.00 on the last day of travel status. Effective the first pay period that includes July 1, 2018, the Per Diem Subsistence shall be increased to \$200.00, or \$100.00 if an employee is not required to work for more than half of the day on the last day of the assignment.
- (3) An employee will be placed on overnight travel status at the start of the assignment and taken off at the end of the assignment.
- (4) An employee on overnight travel status will be allowed one round trip per assignment. If the assignment lasts longer than one week, the employee will be allowed one round trip per week.
- (5) If an employee brings a family member or guest on overnight travel status, the employee is responsible for payment of the family member or guest's charges for lodging, meals, and incidental expenses.

4.12.3. **Regular Work Location**

- A. If an employee's regular work location is changed and, the new work location causes a longer commute, then the District has the

option of either providing a vehicle or paying mileage for the additional miles.

- B. The total period of transportation assistance, i.e., mileage or use of a District vehicle, to any employee reassigned to a new regular work location shall not exceed 12 months.
- C. The furnishing of transportation assistance shall not preclude reimbursement for relocation expenses.
- D. If the employee sells or vacates his residence of record during the 12-month period of eligibility for transportation assistance, such assistance shall immediately stop.

SECTION 4.13 - MILEAGE REIMBURSEMENT

- 4.13.1. Mileage reimbursement for employees using their personal automobiles for District business shall be deemed to include all costs, including gas, oil, tires, insurance, maintenance, and depreciation and shall be at the current IRS published rate. Such rate will not be implemented retroactively.

SECTION 4.14 - RIDESHARE AND PARKING

- 4.14.1. There will be no changes to the current rideshare program including vanpools, carpools, rapid transit, and parking without meeting and conferring with AFSCME Local 1902.
- 4.14.2. The maximum reimbursement for rideshare participants using transit shall be \$187.00 per month.
- 4.14.3. Employees who participate in the rideshare program will be given a ride home in the event that an unplanned emergency or District directed work prevents them from using normal rideshare

transportation methods.

SECTION 4.15 - TUITION REIMBURSEMENT

4.15.1. An employee shall be eligible for tuition reimbursement at the rate of 100 percent of the total costs of authorized expenses to a maximum of \$9,000 per calendar year. Authorized expenses shall be for tuition, books, registration, institution imposed access charges, and lab costs for all classes and/or degreed curriculum programs related to District work.

SECTION 4.16 - PAYMENT FOR LICENSES

4.16.1. The District shall reimburse employees for licenses or certification fees including renewals that are required by the District or the state for the performance of the employee's job duties, with the exception of Class C driver's licenses. Employees will also be paid for any time spent receiving instruction or taking tests to obtain a license or certificate required by the District for the performance of the employee's current job duties. Any payment for time or reimbursement of funds for testing and/or instruction shall require prior approval from the employee's immediate supervisor.

4.16.2. The District shall also reimburse employees for licenses or certification fees including renewals that the appropriate Group Manager or Department Head deems necessary for succession planning or career development.

SECTION 4.17 - TOOLS

4.17.1. All required tools shall be provided by the District.

SECTION 4.18 - FLEX PLANS

4.18.1. During open enrollment, the District shall continue to offer a program that allows all employees to have a tax advantage in their

medical contributions provided they are eligible for medical insurance coverage. In addition, the District will allow all eligible employees to participate in the District-sponsored Flexible Spending Account program, which includes the following salary reduction options: pre-tax dependent care spending account and pre-tax health care spending account, at no cost to the employee, to the extent permitted by law.

SECTION 4.19 - LONG TERM DISABILITY INSURANCE

- 4.19.1. The District shall provide long-term disability insurance to all employees. The insurance shall provide a benefit of \$1,000 per month, but not to exceed 60 percent of the employee's monthly salary. The benefit shall commence 180 days after the employee's disability commences and shall expire 2 ½ years after commencement, unless the employee's disability terminates sooner. The District's insurance carrier shall determine eligibility including whether an employee is disabled. Pre-existing conditions shall be excluded from coverage. The District shall have the right to change carriers and coverage so long as the replacement insurance is at least as advantageous as the initial insurance described above. Irrespective of any change, the District's obligations in regard to furnishing long-term disability insurance shall not be increased.
- 4.19.2. An employee shall have the option of purchasing additional insurance at his own expense.

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 - WORK SCHEDULES

5.1.1. The workweek shall consist of forty (40) hours in seven (7) consecutive twenty-four (24) hour periods as determined by the District and made known to the employee.

5.1.2. There shall be an unpaid meal period of up to forty-five (45) minutes as determined by the District. The employee's preference shall be taken into account when the meal period is scheduled.

The District shall pay employees for meal periods when the employees do not have access to regular lunch facilities nor full relief from duties due to the requirement of having to remain at the worksite or at a structure or facility, but shall not pay employees for meal periods when employees have access to regular lunch facilities or are not required to remain at the worksite or at a structure or facility.

5.1.3. If possible, there shall be two rest periods of approximately fifteen (15) minutes each. If taken, each rest period shall be scheduled approximately mid-way between each half of the employee's workday. Rest periods shall not be used to lengthen a meal period or shorten a work day or work week.

5.1.4. The following are authorized work schedules:

A. Five-eights (5-8)

A five-eights work schedule shall consist of five (5) consecutive eight hour days. The work week for employees on the five-eights work schedule commences at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday.

B. Four-ten (4-10)

A four day work schedule shall consist of four (4) consecutive ten hour days. The work week for employees on the four day work schedule commences on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m.

C. Forty-four, thirty-six (44/36)

The forty-four, thirty-six (44/36) work schedule shall consist of four consecutive nine hour days with the fifth consecutive day as an eight hour day or a regular day off. The eight hour day and the regular day off shall alternate from week to week. The work week for employees on the forty-four, thirty-six shall commence at the middle of the eight hour day and end at the middle of the regular day off.

D. Twelve and one half hour day (12½ hour)

During the term of the 2017-21 MOU, the parties agree to re-open the MOU at Section 5.1.4(D) to meet and confer over any impacts that PERS regulations and guidelines may have on the reporting of overtime as compensation earned for retirement purposes. The District shall make no changes in its reporting of overtime to PERS, until such time that the parties complete the meet and confer process.

- (1) The following patterns are authorized shift patterns for the 12½ hour work schedule: 5-2-7; 5-2-2-5 and 7-7.

All shift employees at either a Treatment Plant or Eagle Rock Control Facility who are on a 12 ½ hour work schedule shall work the same pattern.

- (2) Affected employees in each of the treatment plants and the

Eagle Rock Control Facility have the option of selecting the shift pattern.

- (3) The District shall select the start day of the pattern and the rotation. Starting and quitting times shall be 6:00 and 6:30.
- (4) The District may change employees on a 12 ½ hour shift schedule to a 4-10 schedule (and vice versa). Such changes will be done in an equitable manner. The frequency of such changes shall depend on the number of personnel assigned to a given facility. Such changes shall be made to provide for training, attending critical meetings, covering for employees on leave, and working on special projects.
- (5) An authorized shift is 12 ½ hours and may not be extended for more than 3 ½ hours for a total of sixteen (16) continuous hours. A reasonable effort will be made to prevent changing an employee's regular scheduled hours for the purpose of covering another employee's shift solely to avoid overtime. Employees assigned to 12 ½ hour shifts shall rotate equally between days and nights except with approved shift exchanges.
- (6) A shift exchange between employees must receive the prior approval of local management. Such approval shall only be withheld for good and sufficient business reasons.
- (7) Work schedules at each facility employing the 12½ hour schedule shall be posted by Management at the start of each calendar year for the next 12 months, including starting and quitting times. It is agreed and understood that work schedules may be subject to change by

Management during the year for good and sufficient business reasons, including an employee's own requests.

- (8) When the District changes employees' work schedules on a short-term basis, the District will:
 - a. Provide reasonable advance notice, usually at least 30 calendar days;
 - b. Not rotate the employee back to the original schedule for at least one pay period;
 - c. Rotate employees on an equitable basis.

5.1.5. For work performed during Shutdowns, the District will calculate an employee's overtime compensation and premium pay based on the employee's normal non-Shutdown work days. Accordingly, subject to compliance with this MOU, an employee will be eligible for overtime and/or premium pays during Shutdowns when the employee is directed to work on those days of the week that he or she does not normally work (examples: Mondays, for employees assigned to a 4/10 schedule Tuesday through Friday; Fridays, for employees assigned to a 4/10 schedule Monday through Thursday; Saturdays; and Sundays).

During weeks in which a Shutdown is being worked, employees shall be assigned to work at least their regular 40-hour workweek. Accordingly, if Shutdown work for a particular workweek ends sooner than anticipated, an employee shall be allowed to complete his regular 40-hour workweek by performing other related job duties as assigned. (Example: Employee is regularly scheduled to work a 4/10 schedule Monday through Thursday. Shutdown work is scheduled from Sunday through Thursday, but unexpectedly ends early on Wednesday. In such instance, the employee will not be sent home, but rather, shall be allowed to work on Thursday to

complete his regular 40-hour workweek.)

- 5.1.6. During the term of this MOU no unauthorized work schedule shall be implemented without mutual agreement of the parties.
- 5.1.7. With the exception of 5.1.4.D(4) above, the decision to change from one authorized schedule to another and its effects shall be subject to meet and confer.

SECTION 5.2 - RECRUITMENT AND SELECTION

5.2.1. Definitions

A. Employee:

For purposes of this section, an “employee” is defined as a Category A and Category B employee as referenced in Section 4.11, *Categories of Employment*.

B. Recruitment:

Process of locating individuals to fill the District’s personnel (staffing) requirements.

C. Selection:

Selection is the process of hiring the best-qualified candidate for a vacant position. The goal of selection is to match candidates with open positions and the culture of the organization. The hiring authority selects the best-qualified candidate for a vacant position.

D. Employment Testing:

A test is an instrument administered by the Human Resources Group, used as a basis for any employment decision including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, achievement, and other

proficiencies. Examples include, but are not limited to, a review of records, interview, typing, computer skills, basic skills, job knowledge, work sample or other demonstration tests deemed reliable and job-related as approved by the Human Resources Group Manager.

5.2.2. **Job Announcement and Application Filing Process**

A. Job Announcement:

Job announcements will be advertised through the District's available communication mediums, including but not limited to, bulletin boards, job information hotline, web-site, and email.

B. Filing Period:

- (1) The filing period for submitting applications will be a minimum of ten (10) working days and shall be indicated on the job announcement
- (2) If an employee is on leave during the entire filing period, and returns from leave before the next phase of the recruitment process, the employee will be allowed to submit his application within five (5) working days of returning from leave or file prior to the date of the test, whichever comes first.
- (3) An employee who does not meet the qualifications for the position will be notified and provided an opportunity to submit additional information within three (3) working days.

C. Application:

Each employee applying for a position shall thoroughly complete an application package.

D. Exemptions:

- (1) An employee shall be excluded from the recruitment and selection process if that individual:
 - (a) has a current overall Performance Evaluation rating of less than "Meets Standards;" or
 - (b) has received an appealable disciplinary action in the last six (6) months.

E. A recruitment shall not be conducted on an inside/outside concurrent basis, except as provided for under Section 5.2.3(C) below.

5.2.3. **Selection Process**

A. Invitation to Test:

Qualified employees shall be notified of the time and location of a test at least three (3) days in advance.

B. Release/Leave Time:

- (1) If requested, an employee shall be entitled to release time to participate in and commute to, a test.
- (2) Alternatively, an employee may use accumulated annual leave, personal leave, or compensatory time-off, to participate in and commute to, a test.
- (3) The employee shall give reasonable, prior notice of his need for release or leave time.

C. Qualified Candidates:

- (1) Internal/External Recruitment
 - (a) The intent of this section is not to exclude employees, but to get the best qualified candidates. Internal candidates will have at least ten (10) days to apply for

positions covered by the MOU. No external candidates will be invited to apply during this time. The recruitment process shall then proceed until either an appointment has been made from amongst internal candidates, or the hiring authority decides to hire from outside the District. Only at this point will external candidates be invited to apply for the position.

- (b) If any internal candidates wish to apply along with the external candidates, they may do so, but shall receive no priority over external candidates.
 - (c) For purposes of this Section, Recurrent employees (defined as Category E employees under Section 4.11 of the MOU) shall be permitted to apply for positions as “internal” candidates.
- (2) Exception for Concurrent Recruitments
- (a) For those recruitments in which the hiring authority and the Human Resources Group reasonably believe that there are an insufficient number of internal candidates (e.g., for entry-level positions; or positions requiring specialized and/or unique skills or experience), the Human Resources Group Manager may approve a concurrent recruitment. In such instances, internal and external candidates shall apply simultaneously.
 - (b) If fewer than three (3) internal candidates apply who meet the Minimum Requirements, then the concurrent recruitment shall proceed. However, if

three (3) or more internal candidates apply who meet the Minimum Requirements, then the hiring authority shall first make a decision on whether to hire from amongst those internal candidates. If an internal hire is not made, then the recruitment shall proceed with external candidates.

- (c) Except as provided for in Section 5.2.3(2)(b) above, internal candidates in a concurrent recruitment shall receive no priority over external candidates in terms of the order of interviews, and shall be subject to the same qualifications as all external candidates.

D. Probationary Promotion:

The intent of the probationary promotion language is to provide a probationary period for those employees who are promoted as a result of the recruitment and selection process or out-of-career progression (family) promotions. Furthermore, it is also agreed by both parties that this language does not include employees who are promoted as a result of a classification study/job audit pursuant to Section 5.3 or employees who are promoted for having already performed the higher level duties for a significant period of time.

- (1) After each appointment, an employee shall serve a complete period of probation before appointment or probation is complete.
- (2) A new employee shall serve an initial probationary period of six (6) months.
- (3) A District employee who has been promoted shall serve a promotional probationary period of six (6) months. If an

employee fails promotional probation, he has reinstatement rights to his former position.

- (4) Employees shall receive no less than a 2-step merit increase upon entering the probationary promotion period.
- (5) Employees who successfully complete a probationary promotion period shall receive no less than a 2-step merit increase.
- (6) An employee who transitions from a temporary to a regular promotion shall be subject to the provisions regarding probationary promotion and will be processed in the following manner. The intent of this language is to ensure that employees who receive a regular promotion while on temporary promotion are treated in the same manner as others receiving regular promotions.
 - (a) For temporary promotions lasting longer than six months, the employee will not be subject to a probationary period after receiving a regular promotion as such employee has performed the higher-level duties for a significant period of time. For temporary promotions lasting less than six months, the employee will serve the full six-month probationary period commencing on the date the temporary promotion began.
 - (b) For those employees not subject to a probationary period, after receiving the regular promotion, the employee will receive any merit increases to which they would have been entitled had they not been on

a temporary promotion and be eligible for no less than a 2- step merit increase as provided in subsection 5 above. Eligibility for the next merit increase after the employee has received all merit increases to which they would have been entitled while temporarily promoted, will be the next July 1st common evaluation date.

- (c) For those employees subject to a probationary period, upon successful probation, the employee shall be eligible for no less than a 2-step merit increase as provided for in subsection 5 above. Eligibility for the next merit increase will be the next July 1st common evaluation date, unless probation is completed during the same pay period that includes July 1st, in which case eligibility for the next merit increase will be the following July 1st common evaluation date.

SECTION 5.3 - CLASSIFICATION STUDY/JOB AUDIT

- 5.3.1. An employee who believes he is improperly classified may submit a written request for a study of his position to Human Resources anytime during the year.
- 5.3.2. Human Resources may decline a request for a study of his position if it has been studied within the past 24 months, unless the employee justifies such new request. Employees shall be notified of such declination within thirty (30) days of his original request.
- 5.3.3. Human Resources shall notify the employee that they received his request no later than thirty (30) days after the receipt of the request and will provide the employee with the job audit questionnaire

(JAQ).

- 5.3.4. The employee portion of the JAQ must be completed and submitted to Human Resources within forty-five (45) working days receipt of the JAQ. The Human Resources Group will follow up at regular intervals with the employee's management, to ensure that management timely completes its portion of the JAQ in accordance with Human Resources' Operating Policy.
- 5.3.5. Each employee submitting a study request shall receive a written response to such request within nine (9) months of the receipt of the JAQ by Human Resources. The response shall state whether the job that was studied will remain the same, be upgraded, or moved laterally.
- 5.3.6. **Effect of Reclassification**
 - A. If the Human Resources Group recommends reclassifying the job to a higher level classification, then either the higher level job duties will be reassigned or the employee will be promoted to the new classification effective the first day of the pay period in which the original request was received by Human Resources Group.
 - B. If the decision is made to reassign the duties, the employee shall be paid as provided in Section 2.4 (Temporary Promotion). Such pay shall be effective to the first day of the pay period in which the original request was received by Human Resources Group until the duties are actually reassigned.
- 5.3.7. AFSCME Local 1902 will have access to a list of outstanding job audit requests.

- 5.3.8. Upon written request or authorization, the Human Resources Group will release to an employee or their bargaining unit representative, the following information related to the job audit decision:
- A. Job audit report,
 - B. Job audit questionnaire with manager's comments, and
 - C. Other supporting documents upon which the classification decision is based.

SECTION 5.4 - CONTRACTING OUT/SUBCONTRACTING

- 5.4.1. The right to contract and subcontract is vested exclusively in the District.
- 5.4.2. However, if the contract or subcontract will require a layoff of employees, then the District shall give AFSCME Local 1902 written notice 60 calendar days prior to the layoff. At the written request of AFSCME Local 1902, the parties shall meet and confer regarding the impact of such layoffs. One of the purposes of the meetings is to attempt to avert, by transfer or other reasonable means, the layoff of any employee.
- 5.4.3. The parties shall meet promptly and continue to meet until agreement or impasse has been reached. If agreement is reached, it shall be reduced to writing and approved as necessary. If impasse is reached, then the District may proceed with the contracting and subcontracting as it deems necessary.
- 5.4.4. If layoffs occur due to the District subcontracting work, then the District shall provide career counseling and job placement assistance to affected employees.

5.4.5. Notwithstanding the foregoing, the District agrees and commits to seek to avoid layoffs.

SECTION 5.5 - LAYOFF

5.5.1. Definitions

- A. *Displacement* - shall mean the replacement by one employee of another employee with less District service.
- B. *Group* - shall mean a work unit that reports to the General Manager's Office, as indicated in the approved annual budget and, with respect to any other Department, shall mean the entire Department.
- C. *Organizational Unit* - shall mean a Section, Unit, or Team within the Group, or the Group as a whole.
- D. *Layoff* - shall mean terminating an employee for non-disciplinary reasons.
- E. *Recall* - shall mean the notification of an employee who was laid off.
- F. *Reduction-in-force* - same as layoff.
- G. *Reinstatement* - shall mean the reemployment of an employee who was laid off.
- H. *Surplus* - shall mean a classification or skill not needed by the District.

5.5.2. **Reason for Layoff**

A layoff may be initiated within any group by the Group Manager with the approval of the Department Head, when necessary for reasons of lack of funds or lack of work.

5.5.3. **Order of Layoff**

- A. Prior to a layoff, the Human Resources Group Manager will determine the total length of service in hours, including hours of paid leave, but excluding leave without pay and compensatory time earned, of each employee within the affected group. A composite listing of all employees within the Group will be prepared, listing their length of service in hours.
- B. In the event a tie exists between two or more employees having the same length of service, the Human Resources Group Manager shall use birth dates to distinguish ties. In the instance of ties, the employee with the earliest hire date will be laid off last. If an employee has had a break in service, then his/her date of rehire shall be considered the hire date. In instances where the employees have the same hire date, the employee with the earliest birth date will be laid off last.
- C. The lists will be distributed to AFSCME Local 1902 and to Group, Section, and Team Managers of organizational units where a layoff or displacement could occur.
- D. The Group Manager will determine the organizational unit and classification or classifications to be affected by a layoff and the skill or skills within each classification determined to be surplus.
- E. The Human Resources Group will then develop a seniority list which will show the length of service of employees within the

organizational unit, as well as the Group as a whole. The Group Manager will identify and separate the names of employees by skill groups. The Group Manager and Human Resources Group will then identify those employees to be declared surplus.

- F. In case there are two (2) or more employees in the classification from which layoff is to be made, such employees shall be laid off on the basis of inverse order of seniority in District service. Except that, employees whose current performance evaluations are less than a “meets standards” rating with a Corrective Action Plan, which have been on record in their personnel folder for at least 30 days shall be laid off first.
- G. The Group Manager, with written approval from the General Manager, may specify employees within a classification exempt from layoff or displacement if loss of these employees will seriously impair the function of the District.
- H. The results of Paragraphs D through G above shall be sent in writing to AFSCME Local 1902.

5.5.4. Notice of Layoff

The Notice of Layoff shall include:

- A. A statement that the employee’s position is surplus or he is being laid off due to the exercise of displacement rights of another employee.
- B. The effective date of the layoff.
- C. The length of service of the employee.
- D. A description of the employee’s displacement rights, if any.

- E. A description of the employee's reinstatement rights. A request for reinstatement form shall be provided with the layoff notice.
- F. A description of the employee's severance rights as stated in MOU Sections 3.1 - Annual leave, 3.2 - Sick Leave, and 4.5 - Retirement.
- G. A description of the employee's right to receive assistance in pursuing outside employment opportunities by requesting a referral to an out-placement service firm for up to five (5) days of out-placement coaching and counseling service.

5.5.5. **Displacement**

- A. Displacement will be permitted provided the displacing employee has the necessary skills required for that position and has demonstrated successful use of such skills in his employment with the District, as determined by the Group Manager and the Human Resources Group Manager.
- B. A request for displacement must be made in writing to the Human Resources Group Manager within five (5) working days following delivery of the Notice of Layoff. An employee who is issued a Notice of Layoff while on a Leave of Absence shall have five (5) working days after returning to his/her position to submit said request.
- C. Because displacement by seniority is a sequential operation, and because of other factors effecting the timing of a reduction in force, it is anticipated that the Notices of Reduction In Force will be furnished to affected employees at different times.
- D. The Human Resources Group Manager will furnish to the

affected Group Manager, as well as the Association, the names of those employees requesting displacement rights. Those employees who have not been exempted from displacement pursuant to Paragraph 5.5.3 G above are subject to displacement by an employee with more District service.

- E. Displacement of an employee with less seniority shall be permitted within the same job family or in a classification previously held by the displacing employee. Displacement shall be limited to the group in which the reduction in force takes place.
- F. Employees to be laid off due to the exercise of displacement rights by an employee with more District service shall be given a Notice of Layoff. Employees so notified will have all rights to which employees who have received Notice of Layoff are entitled.

5.5.6. In the event an employee who has received a Notice of Reduction In Force declines to assert his displacement rights, or is unsuccessful in displacing another employee, the employee shall be placed on paid administrative leave for three months prior to being laid off. The employee will be placed on the three months of administrative leave no sooner than 30 days after receipt of the Notice of Reduction In Force. Such employees will receive full pay and benefits while on administrative leave, and they may continue to assert their displacement rights (subject to compliance with Section 5.5.5 above) until their employment is terminated and they are removed from Metropolitan's payroll. They will continue to be eligible for appointment to vacant positions within the District without resort to a recruitment process at the discretion of a Department head or Group Manager.

5.5.7. **Reinstatement**

- A. Employees who are laid off and desire to be reinstated at a later date must request reinstatement in writing to the Human Resources Group Manager. Priority will be given to the reemployment of each displaced employee, and such employee will be given the right of first refusal on reemployment opportunities.
- B. The Human Resources Group will maintain a list of the names of laid-off employees who have requested reinstatement.
- C. Those employees on the reinstatement list shall be recalled only for positions appropriate to their skills and/or for positions for which they meet the minimum requirements as stated in the job description. Recall of employees from the reinstatement list will be made in reverse order of layoff.
- D. Each employee will be responsible for keeping the Human Resources Group office advised of his current home address and upon notification of reinstatement will be required to respond in person or in writing within ten (10) working days following the notification of recall. Recalled employees will be required to report for work within 30 calendar days following the date of notification. Failure to comply with these requirements will result in the employee's name being removed from the reinstatement list.
- E. Prior to being reinstated, an employee will be required to pass a physical examination to determine if he is physically qualified to perform the duties of the position if the previous District examination was made more than six months before the date of reinstatement.

F. The name of a laid off employee will be removed from the reinstatement list two years following the last day for which the employee was paid.

5.5.8. **Grievability**

A Group Manager's determination made pursuant to Paragraph 5.5.3 G hereof, with written approval from the General Manager, shall be deemed the exercise of a management right and shall not be subject to review under the District's grievance procedure.

However, such determination is subject to appeal pursuant to Administrative Code Section 6218(b) within thirty (30) days of receipt of a Notice of Reduction in Force by any employee who is laid off as a result of the Department Head or Group Manager's determination as an abuse of discretion.

SECTION 5.6 - HEALTH AND SAFETY

5.6.1. The District's operations will be conducted in a safe manner consistent with the requirements of the work. Such efforts shall include complying with all state and federal laws concerning health and safety.

5.6.2. Employees and AFSCME Local 1902 may exercise all their legal rights to secure a safe and healthy workplace without any reprisals.

5.6.3. Employees shall comply with all state and federal laws concerning safety and health.

5.6.4. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, equipment and conditions to their immediate supervisor and the District's manager of workplace health and safety. The employee has the

right to submit the matter in writing personally or through the local AFSCME Local 1902 President or his designee. The immediate supervisor and/or the District's manager of workplace health and safety will submit a written response to the employee. On any matter not addressed by the immediate supervisor or the District's manager of workplace health and safety within a reasonable period of time, the AFSCME Local 1902 President or his designee may confer with the Group Manager.

- 5.6.5. AFSCME Local 1902 shall appoint one representative to be a member of the Management Safety Committee.
- 5.6.6. In the event that employees are exposed while at work to carcinogens or other harmful substances exceeding Cal-OSHA permissible exposure limits, medical monitoring shall be made available at no cost to the employee as long as medically necessary.
- 5.6.7. Effective with the adoption of the 2017-2021 MOU, the parties agree to convene a Joint Labor-Management Committee on Workplace Safety and Security. The intent of the Committee is to review and discuss new rules, regulations or laws at the Federal, State and/or Local levels, which could impact or pertain to workplace rules, safety and security, and to disseminate such information to the District workforce. The Committee may also make recommendations to District Management, which shall be non-binding and strictly advisory in nature.

The Committee shall consist of three (3) representatives from AFSCME Local 1902, and three (3) representatives from Management. AFSCME representatives shall be afforded reasonable release time, including travel time, in order to prepare for and participate in Committee meetings.

The Committee shall meet at least once per calendar year, and may meet more frequently at mutually agreed upon dates/times. It is the intent of the parties that one meeting be held within the first three months of each calendar year, in order to discuss new rules, regulations or laws which may be implemented at the start of a calendar year.

Internal rules of governance of the Committee (i.e., ground rules, chairmanships, co-chairmanships, etc...) shall be at the discretion of Committee representatives, and shall not be considered part of this MOU. However, it is agreed and understood that the intent of the Committee is to conduct its business in a manner that is open and transparent to the District workforce. Accordingly, meeting agendas, minutes, or other summaries of meetings shall be made available to all employees.

SECTION 5.7 - NO SMOKING POLICY

- 5.7.1. The District has issued Operating Policy D-08 prohibiting smoking in any District building or District vehicle, including the use of electronic smoking devices. Smokers will be accommodated by designating smoking areas outside away from building entrances and air intakes.

- 5.7.2. Because we have an interest in keeping our employees healthy and productive, the District will encourage our smoking employees to quit by reimbursing them for the cost of an approved smoking cessation program to a maximum of \$100 per employee during the term of this contract, after successful completion of a program. The reimbursement will apply for only those employees whose medical plan under PERS does not provide coverage for such a cessation program.

5.7.3. In addition, if, in the District's determination, there is sufficient interest, the District will arrange for lunch time or after-hours smoking cessation classes at work.

SECTION 5.8 - DRUG-FREE WORKPLACE

5.8.1. As provided by the Drug-Free Workplace Act of 1988, the parties declare that all locations where the District conducts business shall be considered an alcohol and drug-free workplace.

5.8.2. All employees are absolutely prohibited from the following two (2) categories of activities involving alcohol, drugs, or controlled substances while in a District workplace.

A. Unlawfully manufacturing, distributing, dispensing, and possessing.

B. Reporting to work or working under the influence.

5.8.3. The District will make available to employees information regarding:

A. Medical insurance benefits provided through Public Employees' Retirement System under the provisions of the Public Employee's Medical and Hospital Care Act for substance abuse programs.

B. Community resources for assessment and treatment.

C. Counseling program.

D. Employee assistance program.

5.8.4. The parties agree that assistance toward rehabilitation will be offered to any employee with an alcohol, drug, or substance abuse

problem. This policy will apply whether the employee voluntarily admits to such a problem, or has violated the Alcohol and Drug-Free Workplace Policy.

5.8.5. Discipline:

A. Any employee who violates Section 5.8.2.A of this MOU will be subject to discipline, up to and including termination.

B. Any employee who violates Section 5.8.2.B of this MOU for the first time will be eligible for the benefits pursuant to Section 5.8.4 above and may be subject to discipline in accordance with District disciplinary procedures.

SECTION 5.9 - PERSONNEL FILE

5.9.1. An employee, or an employee's representative with the written consent of the employee, may inspect the employee's personnel file. The employee may choose to inspect his personnel file at the office of the Human Resources Group or may have his file sent to his work location for inspection there. No derogatory information shall be placed into the personnel file unless a copy has been provided to the employee and they have been given an opportunity to respond.

5.9.2. Employee personnel files and the information therein shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business or otherwise as required by law.

5.9.3. At the request of an employee, all disciplinary documents in the employee's personnel file shall be removed after three years unless there has been further discipline regarding the work behavior that led to the discipline. This provision shall not apply to performance evaluations.

SECTION 5.10 - NON-EXEMPT EMPLOYEES

- 5.10.1. All employees shall be on non-exempt status for the purposes of the Fair Labor Standards Act (FLSA).
- 5.10.2. Changes to FLSA status shall be made by mutual agreement by the parties.

SECTION 5.11 - NON-DISCRIMINATION

- 5.11.1. There shall be no discrimination on the part of either the District or AFSCME Local 1902 towards any employee on any of the basis forbidden by any state or federal law applicable to the District which prohibits discrimination against any individual or group of individuals.

SECTION 5.12 - PRODUCTIVITY

- 5.12.1. Both parties recognize that it is to their mutual interest and to the best interest of the community to continually strive to improve the quality, economy and efficiency of the District's work effort and work product. Accordingly, during the term of this Agreement, the parties may elect to discuss the development of a Gain sharing Program.
- 5.12.2. The parties recognize the value of Telecommuting to both the District and employees. Accordingly, within 60 days following adoption of the 2017-2021 MOU, the parties agree to convene a working group to further study Telecommuting, and to develop and recommend procedures and/or guidelines for use within the bargaining unit.

SECTION 5.13 - TRANSFERS

- 5.13.1. **Employee-Initiated Transfers**
 - A. An employee may request a transfer to a vacant position in the

same classification at the same rate of pay. Transfers can be either a different geographic location or a different workgroup.

- B. An employee who wishes to transfer to another position shall submit a written request for such transfer and have his name placed on a list to be kept by Human Resources. The transfer request will be retained for one year.

- C. To be eligible for such a transfer, the employee must meet the following conditions:
 - (1) Meets the minimum qualifications for the position;
 - (2) Have a satisfactory attendance and disciplinary record; and,
 - (3) Received a meets standards or higher performance evaluation on the most recent performance evaluation.

- D. The transfer request will be considered by the District prior to recruitment for the vacancy. In determining whether to grant a transfer request, the hiring manager shall consider the needs of the District/workgroup, and whether employees on the transfer list have the demonstrated skills and experience necessary to perform the job duties. The hiring manager and/or Human Resources Group will interview at least two (2) employees on the transfer list per vacancy, who meet the minimum qualifications and have the demonstrated skills and experience. Such interviews may be conducted either in person, or by telephone/teleconference. The decision whether to grant a transfer is within the sole discretion of the District.

5.13.2. Transfers Required by Reason of Excess Staff, Facility Closure, or Need to Reallocate Staff from One Facility to Another

- A. Notice of the need for transfer required by reason of excess staff,

facility closure, or need to reallocate staff from one facility to another shall be given to all applicable employees. Volunteers will be solicited before instituting any mandatory transfers.

B. If there are insufficient number of volunteers (as described above), and there are two or more staff members from the affected location who are equally qualified, the least senior employee at that site shall be transferred.

5.13.3. Other District-Initiated Transfers

In situations not involving transfers as described in Section 5.13.2 above, the District reserves the right to transfer individuals as, in the judgment of the appropriate manager, may be necessary for the good of the District. However, in no instance shall a transfer be retaliatory, discriminatory, or unreasonable.

ARTICLE 6 - GRIEVANCE AND APPEAL PROCEDURE

SECTION 6.1 - RIGHT TO UNION REPRESENTATIVE

- 6.1.1. If an employee reasonably believes that a meeting with his supervisor may result in disciplinary action against him, he may request the attendance of an AFSCME Local 1902 representative in the meeting. If the AFSCME Local 1902 representative is not available at the time of the meeting, the supervisor will arrange an alternative meeting as soon as possible, but at least within 5 working days.
- 6.1.2. Only one AFSCME Local 1902 representative shall be authorized to use District time to represent an employee as provided in this Section.

SECTION 6.2 - GRIEVANCE REPRESENTATIVE

6.2.1. Grievance Assistance

- A. A grievant may, at any step of the grievance procedure, be assisted in the preparation and presentation of his grievance by a representative selected by him.
- B. If the grievant elects to be represented, the District may designate a management representative to be present at the grievance meeting.

6.2.2. Number of Grievance Representatives

The elected/appointed representatives of each Group shall be the grievance representatives for that Group.

6.2.3. Identification of Grievance Representatives

- A. AFSCME Local 1902 shall provide the District with a written list of employees who have been selected as grievance

representatives.

- B. A grievance representative shall operate within his designated group work location, except in those instances in which the AFSCME Executive President deems it necessary for him to operate in another group work location.
- C. Only those employees designated by AFSCME Local 1902 in writing shall be recognized by the District. The list shall be kept current by AFSCME Local 1902.

6.2.4. Release Time

- A. Only one elected/appointed Group representative shall be authorized to use District time to prepare any single grievance. This shall include instances in which a Group representative is preparing a grievance outside of his/her group work locations, pursuant to Section 6.2.3 (B) above.
- B. The grievant and the authorized grievance representative shall receive reasonable release time to prepare a written grievance and/or to attend a grievance meeting.
- C. A grievance representative desiring to leave his worksite to process a grievance shall first obtain permission from his immediate supervisor. Release from work shall be as soon as practical.
- D. A grievance representative desiring to enter the worksite of a grievant to process a grievance shall first obtain the permission of the grievant's immediate supervisor.
- E. The Union may request that a subject matter expert or witness be

called upon to provide testimony during the grievance process on behalf of the grievant. Release time for such subject matter expert or witness shall be at the discretion of the Employee Relations Officer. However, such release time shall only be denied for good and sufficient business reasons.

SECTION 6.3 - GRIEVANCE PROCEDURE

6.3.1. Definitions

- A. A *grievant* is an employee, a group of employees, or AFSCME Local 1902. Alleged grievances which affect more than one employee in a substantially similar manner normally will be consolidated.
- B. A *grievance* is an alleged misapplication of a specific provision of
- (1) this MOU,
 - (2) the Administrative Code, or
 - (3) other rules or regulations governing personnel practices and other terms and conditions of employment within the scope of negotiations, which alleged misapplication adversely affects the grievant.

A grievance also includes the following actions:

- (1) withholding of a merit step,
- (2) oral warning,
- (3) written warning
- (4) suspensions of less than forty (40) hours, and
- (5) a performance evaluation with an overall rating of less than Meets Standards (i.e., Improvement Needed, Unsatisfactory).

- C. A *written grievance* is a grievance as defined above, which has been reduced to writing on a form provided by the District. The

written grievance shall include the employee's name, classification, Group, immediate supervisor's name, and representative's name, if any. It must also include the specific section of the provision alleged to have been misapplied, a clear and concise description of the alleged grievance with the circumstances supporting the employee's allegation, and the specific remedy requested to resolve the grievance.

D. A "day" is any day in which the MWD Headquarters is open for business.

6.3.2. Waivers and Time Limits

A. Failure by management to reply to the grievance within the time limits specified in this Section automatically grants the grievant the right to process the grievance to the next level within the time limits defined in the next level.

B. Any level of review or any time limits established in this Section may be waived or extended by mutual agreement confirmed in writing.

C. If a grievant fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last response by management and the grievance shall not be subject to further appeal.

6.3.3. General Provisions

A. AFSCME Local 1902 agrees to use the District's standard grievance form when processing formal grievances.

B. The grievant shall be bound by the statement of the grievance as

originally defined. Non-related issues shall not be considered on appeal.

- C. If the grievant is not represented by AFSCME Local 1902, AFSCME Local 1902 shall be notified of a settlement proposed at any formal level of the procedure which settlement is acceptable to both the grievant and the District prior to the settlement being finalized. The purpose of this step is to allow AFSCME Local 1902 to state its position for the record. If AFSCME Local 1902 does not provide a written response within seven (7) days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the District's representative shall give full consideration to AFSCME Local 1902's position prior to settlement of the grievance.

6.3.4. Informal Complaint

- A. Before filing a written grievance, the employee shall attempt to resolve the problem in meeting with his immediate supervisor.
- B. The immediate supervisor shall give an oral response to the employee within five (5) days of the date the issue was raised by the employee.

6.3.5. Formal Grievance

- A. Level I
 - (1) If the grievant is not satisfied with the resolution proposed at the informal level, he may, within thirty (30) days from the event giving rise to the grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event, file a written grievance with his Unit or Section Manager on the District's grievance form.

- (2) The Unit or Section Manager shall, within ten (10) days of receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

B. Level II

- (1) If the grievant is not satisfied with the written response at Level I, the grievant may, within ten (10) days from receipt of such response, file a grievance with his Group Manager (or his/her designee) on the original grievance form.
- (2) Within ten (10) days of receipt of the written appeal his Group Manager (or his/her designee) shall meet with the grievant and shall investigate the grievance, including meeting with the supervisor, and give a written response to the grievant on the original form.
- (3) Grievances concerning subjects listed in Section 6.7 – Appeal Procedure, are appealable to that procedure. For all other grievances, the decision of the Group Manager (or his/her designee) is final.

SECTION 6.4 - GROUNDS FOR DISCIPLINE

6.4.1. Progressive Discipline

Employees may only be disciplined for just (proper) cause. The District shall follow the principles of progressive discipline as contained in this Section, with the intent of correcting the problem area(s). It is agreed and understood that disciplinary actions should be taken in an expeditious manner.

6.4.2. Examples of Employee Misconduct

Examples of employee misconduct are found in Appendix B.

6.4.3. **Corrective Action Plan (CAP)**

An employee may be placed on a corrective action plan (CAP) to identify specific areas of improvement following a disciplinary action (written warnings or suspensions), or a performance evaluation with an overall rating of less than Meets Standards (i.e., Improvement Needed, Unsatisfactory). A CAP lasts for 90 calendar days, unless an extension is reasonably justified and provided in advance in writing. A CAP shall only be issued contemporaneously with a disciplinary action or performance evaluation as described above.

6.4.4. **Disciplinary Actions**

Disciplinary actions should be designed to fit the nature of the problem and may include warning, demotion, suspension, discharge, or other appropriate action. The particular action imposed shall depend on the severity of the misconduct and the particular factual circumstances involved.

6.4.5. **Oral Warning**

Oral warning consists of a discussion between an employee (who may be represented) and his supervisor or other manager concerning performance problems or minor instances of misconduct and may be initiated at any time. During this discussion, the supervisor or manager will review with the employee both the specific deficiencies in question and District standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee will be advised of the action that will be taken should he fail to achieve the improvement outlined within the time period specified at the session. The substance of an oral warning will be reduced to

writing, placed in the supervisory file, and a copy will be given to the employee.

6.4.6. Written Warning

A written warning generally is appropriate to correct instances of more serious employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a written warning is to put the employee on notice that the District will take other disciplinary action against him unless immediate, real, and consistent improvement in performance is demonstrated. Any decision to issue a written warning will be reviewed by the Human Resources Group. The supervisor or manager issuing the written warning shall meet with the employee to discuss specific improvements required, over a defined time period, to avoid further disciplinary action. A copy of the record will be given or sent to the employee and he may make a written response on the record within ten (10) days. The employee will be requested to sign the record to signify receipt of the written warning. The written warning will be placed in the employee's official personnel file. The employee's response will be placed in the file if received within ten (10) days.

6.4.7. Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary grade.

6.4.8. Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

SECTION 6.5 - PRE-DISCIPLINARY PROCEDURE

- 6.5.1. If a regular employee is to be suspended for forty hours or more, demoted, or discharged, he shall:
- A. Receive written notice of the intended action at least 14 days before the date it is intended to become effective, 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 Group Manager or designee 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 Group Manager or designee prior to the effective date of the disciplinary action.

SECTION 6.6 - RELEASE OF PROBATIONARY EMPLOYEES

- 6.6.1. Prior to being released from employment, a probationary employee shall receive a Notice of Release from their Probationary Position stating the basis for the decision.

SECTION 6.7 - APPEAL PROCEDURE

- 6.7.1. The following subjects may be appealed pursuant to this Section if they have first met the requirements of Section 6.3 - Grievance Procedure or Section 6.5 - Pre-Disciplinary Procedure:

- A. The following disciplinary actions imposed on regular, non-probationary employees:
 - (1) Suspensions of forty (40) hours or more,
 - (2) Demotions,
 - (3) Discharges,

 - B. Alleged misapplication of a specific provision of this MOU,

 - C. Alleged misapplication of a specific provision of the Administrative Code,

 - D. Written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluation.

 - E. In the event that there is a dispute as to whether an issue is appealable to a Hearing Officer, the Hearing Officer shall decide the dispute. The parties agree that the Hearing Officer shall consider the procedural arguments, including written briefs (if requested by either party), and render a written decision, prior to the hearing on the merits of the dispute. If the Hearing Officer determines that the issue is not appealable, the grievance will be dismissed. If the Hearing Officer determines that the issue is appealable, the grievance will then be set for hearing on the merits before a different Hearing Officer. Upon completion of the Hearing Officer process, the decision of either Hearing Officer can be appealed pursuant to Code of Civil Procedure Section 1094.5.
- 6.7.2. Hearing of a grievance by the Hearing Officer will be limited to the written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

6.7.3. Appeal Procedure

- A. A written request for a hearing must be filed by either the employee or AFSCME Local 1902 with the Human Resources Group Manager within fifteen (15) days of:
- (1) The date of the notice of disciplinary action; or,
 - (2) The last day a response was possible at the second level of Section 6.3 – Grievance Procedure.
- B. The parties may mutually agree upon the selection of the Hearing Officer or shall jointly request a list of panel Hearing Officers as determined in Section 6.7.5, below.
- C. Within five (5) days following receipt of the above referenced list the parties shall confer to select the Hearing Officer. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the Hearing Officer.
- D. Within ten (10) days after the selection of the Hearing Officer, the hearing shall be scheduled.
- E. The Hearing Officer shall, within thirty (30) days of the conclusion of the aforementioned hearing, render his decision, in writing, and shall direct copies to the Human Resources Group Manager or designee, the grievant and the grievant's representative (if any).

6.7.4. Hearing

- A. The fees and expenses of the Hearing Officer shall be shared

equally by the District and the employee or AFSCME Local 1902 (whoever files the request for the hearing), it being understood and agreed that all other expenses including, but not limited to, fees for non-District employee witnesses, transcripts, and similar costs incurred by the parties during such hearing, will be the responsibility of the individual party involved.

- B. The hearing may be public or private at the option of the grievant.
- C. The grievant may be represented by legal counsel.
- D. The hearing shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.
- E. Hearings shall be conducted in accordance with rules and procedures adopted or specified by the Hearing Officer, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.

6.7.5. **Pool of Hearing Officers**

Hearing officers may be selected from a list of names provided by the California State Mediation and Conciliation Service.

6.7.6. **Decision**

- A. The decision of the Hearing Officer shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- B. The decision of the Hearing Officer may sustain or revoke the disciplinary action or second level grievance response and shall be final and binding on the parties.

ARTICLE 7 - AFSCME LOCAL 1902 ACTIVITIES

SECTION 7.1 - AFSCME LOCAL 1902 BUSINESS

7.1.1. Purpose:

This Section is intended to clarify the authority and responsibility of District supervisors in their relations with representatives of AFSCME Local 1902 and to define the extent to which members of AFSCME Local 1902 shall be excused from their normal work to participate in AFSCME Local 1902 affairs. An employee engaged in AFSCME Local 1902 activities during working hours will use only that amount of time needed to promptly and expeditiously complete their activities.

7.1.2. Procedure:

A. Executive Board Meetings:

Executive Board meetings of AFSCME Local 1902 may be held during District working hours, limited to not more than one day per month, excluding travel time. AFSCME Local 1902 shall notify the Human Resources Group Manager of the dates, times and locations of the monthly Executive Board Meetings during the first thirty (30) days of each MOU year. The Executive President, Executive Vice-President and Executive Secretary/Treasurer will be excused to attend these meetings. The Group Presidents will be released on District time to attend the Executive Board meetings. If for some reason the Group President cannot attend the Executive Board meeting the Group Vice-President, or another elected officer or designee of the group will be released in his place. A maximum of two days (including travel time) shall be allowed for officers from remote locations to attend monthly Executive Board meetings.

B. Executive Committee Meetings:

The various Executive Committees of AFSCME Local 1902 shall meet during non-working hours. Exception may be made when the meeting is held with management representatives for consulting purposes.

C. Group Meetings:

A maximum of twelve (12) monthly AFSCME Local 1902 group meetings shall be held on District time each year. AFSCME Local 1902 shall arrange the group meetings in advance with the appropriate District management. Each employee shall be granted one hour per month of District time to attend each of the monthly group meetings which are authorized under this MOU. If space or geographical requirements preclude holding one meeting for all members, a Group President and Group Vice President may hold more than one meeting to cover their entire membership. Meetings which extend into working hours do not relieve an employee from duty when his services are required by his supervisor.

D. AFSCME Local 1902 Groups:

The District recognizes thirteen (13) AFSCME Local 1902 groups. Two of these groups shall operate at the Headquarters facility.

E. Meeting and Conferring:

Up to five representatives of AFSCME Local 1902 shall be allowed time off without loss of pay for the purpose of meeting and conferring with the Employee Relations Officer on the Memorandum of Understanding. Employees will not be compensated in any manner for meeting and conferring time outside of their normal work hours.

F. Grievance Presentation:

The Executive President, Executive Vice-President, or the Executive Secretary-Treasurer may attend a grievance meeting or discipline meeting under sub-section 7.1.2.G (1) & (2) below.

G. Other AFSCME Local 1902 Business:

The following representatives of AFSCME Local 1902 shall be excused from their normal duties as follows:

- (1) The Executive President of AFSCME Local 1902 shall be entitled to absent himself from his District work assignment, to attend to AFSCME Local 1902 business for forty (40) hours per week.
- (2) The Executive Vice President of AFSCME Local 1902 shall be entitled to absent himself from his District work assignment, to attend to AFSCME Local 1902 business for forty (40) hours per week.
- (3) In exchange for this release time, AFSCME Local 1902 agrees it will make every reasonable effort to be sure that one of the Executive Officers is available Monday through Friday.

7.1.3. **General Provisions**

A. Whenever AFSCME Local 1902 officers or committee members engage in any of the activities referred to in this Section, they shall first obtain permission from their immediate supervisor to excuse themselves from work. Permission to leave will be granted within a reasonable time unless the employee's absence would, in the supervisor's opinion, cause an undue interruption of work. Upon returning to the work location, the employee must personally notify his supervisor of his return. All time

from departure until the supervisor is notified, shall count as time away from the job.

- B. AFSCME Local 1902 is to give the District's Employee Relations Officer a list of the names of employees selected to participate in AFSCME Local 1902 meetings, meet-and-confer sessions, or grievance presentations, this list shall be kept current by AFSCME Local 1902. Except in cases where a grievant is presenting their own grievance, and such employees as may be selected by a grievant to assist them, and who are not designated by AFSCME Local 1902 as grievance representatives, only those employees whose names appear on the current list shall be allowed time for activities stated in these regulations.
- C. Time off may not be approved if in the sole discretion of the immediate supervisor it will interfere with the operation of the District.
- D. Group or special meetings of AFSCME Local 1902 may be held on District property subject to the permission of the managers responsible for the facilities.
- E. District timekeepers will charge work to the appropriate activity codes for all time spent by AFSCME Local 1902 officers in authorized activities described in these regulations.
- F. There will be no overtime allowed or authorized for AFSCME Local 1902 business.
- G. AFSCME Local 1902 representatives who must travel from remote locations to participate in AFSCME Local 1902 activities should schedule their travel arrangements to minimize time

away from work.

H. Use of Leave:

Leave for AFSCME Local 1902 business shall only be used in accordance with standard District regulations provided, however, that, with prior approval from the Employee Relations Officer, a AFSCME Local 1902 officer or member may, at the request of AFSCME Local 1902, be permitted to use no more than two days per calendar year of no-pay leave for AFSCME Local 1902 business without complying with the exhaustion of accumulated vacation leave requirements pursuant to MOU Section 3.12. There shall be an aggregate AFSCME Local 1902 limit of 80 hours usage of no-pay leave pursuant to this Section.

I. Use of District Equipment and Supplies:

Effective the first month following approval of the 2017-21 MOU by the District's Board of Directors, or ratification by AFSCME Local 1902, whichever is later, AFSCME Local 1902 agrees to pay \$1,600 per month for the use of District vehicles, office space, equipment, telephone, and supplies. District vehicles may only be used to conduct AFSCME Local 1902 business. The Employee Relations Officer may not grant permission until the District has obtained a policy of insurance protecting the District from losses arising out of such use and naming the District, its directors, officers and employees as additional insured and providing bodily injury and property damage combined insurance in an amount of not less than \$500,000. The policy shall be endorsed to provide 30 days written notice of cancellation or material change to the District and may be required to contain a severability of interests clause. The policy premiums shall be paid by AFSCME Local 1902.

J. Costs chargeable to AFSCME Local 1902:

AFSCME Local 1902 agrees that the District may elect to recover any costs chargeable to AFSCME Local 1902 under this Section by deducting the amounts owed (a) from dues owed AFSCME Local 1902 as a result of the payroll deductions currently permitted by Administrative Code Section 6112 (e) or (b) from any other monies owing AFSCME Local 1902 if AFSCME Local 1902 fails to pay an invoice for such costs within 30 days after it has been delivered to the AFSCME Local 1902 office.

K. Mileage:

Upon written approval of the Employee Relations Officer, and upon furnishing of the policy referred to in item I, AFSCME Local 1902 officers and members shall be entitled to mileage reimbursement under the conditions and at the rate paid employees for use of personal automobiles when District vehicles are not provided.

L. Appeals:

Decisions made by District supervisors pursuant to this Section may be appealed by AFSCME Local 1902 to the Employee Relations Officer who will investigate the appeal. The decisions of the Employee Relations Officer shall be final.

M. New Employee Orientation:

The parties agree to comply with Government Code Section 3555 et seq. as follows. AFSCME Local 1902 shall be allowed up to, but no less than, thirty (30) minutes of time to make presentations to new employees during the District's new employee orientation meetings. Human Resources shall provide no less than 10 days' notification to the AFSCME Executive Office of such meetings. The District will provide the name, job

title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home address of any new hired employee in the bargaining unit within 30 days of the date of hire, or by the first pay period of the month following hire.

SECTION 7.2 - MAINTENANCE OF MEMBERSHIP

- 7.2.1. Employees who are on payroll deduction for AFSCME Local 1902 membership dues on the effective date of this MOU, and employees who begin payroll deduction for AFSCME Local 1902 dues during the Term of this MOU, shall continue such dues deduction until the end of the term, except as provided below.
- 7.2.2. An employee who wants to discontinue such membership dues deduction may do so only during the thirty (30) calendar days immediately preceding the end of the term of this MOU. To discontinue dues deduction during this time period, the employee shall give written notification to both AFSCME Local 1902 and the District. In the event that an employee promotes, transfers or is reclassified to a classification in another bargaining unit, the employee must provide written notice to AFSCME and the District that he wishes to have his deductions terminated. Neither AFSCME nor the District shall be responsible for retroactive payments to employees for union deductions.
- 7.2.3. AFSCME Local 1902 shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.
- 7.2.4. In any cases where any employee does not have sufficient funds to provide for payment of authorized dues, AFSCME Local 1902 shall

be responsible for collection from the employee.

- 7.2.5. AFSCME Local 1902 shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.

SECTION 7.3 - EMPLOYEE LIST

- 7.3.1. Each 120 days, the District will provide AFSCME Local 1902 with a listing which includes all information described in Section 7.1.3(M), of each employee in the General Employee Unit. Once each year, the District will provide AFSCME Local 1902 with a retiree listing, including home address of each current District retiree.
- 7.3.2. AFSCME Local 1902 shall hold the District and any of its employees or agents, harmless from any claims or damages, including the cost of litigation, arising directly or indirectly from the District's obligations as stated in this Section.

SECTION 7.4 - BULLETIN BOARDS

- 7.4.1. The District will provide reasonable bulletin board space for AFSCME Local 1902's use.
- 7.4.2. Details, such as necessity of a separate bulletin board, size, and location, will be determined between the parties at each location.
- 7.4.3. Bulletin board space shall be used solely for information concerning AFSCME Local 1902 activities and policies.
- 7.4.4. Any materials posted shall be dated and signed by the AFSCME Local 1902 representative responsible for the posting.
- 7.4.5. Information posted by AFSCME Local 1902 shall not contain

anything which may reasonably be construed as maligning the District or any of its employees or agents.

- 7.4.6. AFSCME Local 1902 agrees that this Section provides the right to post materials only on designated bulletin board space.

SECTION 7.5 - LABOR/MANAGEMENT COMMITTEE

- 7.5.1. The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the District and AFSCME Local 1902. To promote a problem solving approach, the parties agree that decision-making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.
- 7.5.2. The parties agree to meet at least quarterly on a mutually agreed day to discuss any issue concerning the rights of either party or the relationship between the District and AFSCME Local 1902 or the District and employees AFSCME Local 1902 represents. The purpose of the meetings is to exchange information and to solve problems.
- 7.5.3. The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 7.5.4. Each of the parties will have three (3) representatives, plus additional people as reasonably needed for a specific topic. AFSCME Local 1902 representatives shall receive reasonable release time to participate in these meetings.
- 7.5.5. To promote the objectives of this process, the parties agree to focus

on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas, or approach of the other party.

- 7.5.6. Prior to making any changes in any benefit program, the District shall meet with AFSCME Local 1902. During such meeting the District shall make available to AFSCME Local 1902 all information the District is relying upon in its decision making process.

SECTION 7.6 - MEMBERSHIP DUES DEDUCTION

- 7.6.1. The District agrees to deduct all authorized initiation fees, periodic dues, special assessments and voluntary contributions (including PEOPLE), to the extent permitted by law, from AFSCME Local 1902 members who have signed an approved AFSCME Local 1902 membership authorization card or cards. It shall be the obligation of AFSCME Local 1902 to communicate the specific amounts of its deductions, special assessments and PEOPLE contributions to the employees in its bargaining unit.
- 7.6.2. The District will promptly remit such fees, dues and assessments to AFSCME Local 1902, together with a list of effected employees.
- 7.6.3. AFSCME Local 1902 shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.
- 7.6.4. In any cases where any employee does not have sufficient funds to provide for payment of authorized dues, AFSCME Local 1902 shall be responsible for collection from the employee.

7.6.5. AFSCME Local 1902 shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.

SECTION 7.7 - AGENCY SHOP (FAIR SHARE SERVICE FEE)

7.7.1. New employees, within 30 days of their hire date, must either become a member of AFSCME Local 1902 and pay dues pursuant to Section 7.6 above or pay a monthly service fee equal to AFSCME Local 1902 dues, less non-chargeable costs as defined by statutory or case law. After 30 days of their hire date, the District will automatically deduct from non-members all service fees payable pursuant to this section.

7.7.2. Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to AFSCME Local 1902. Such employee, however, shall be required to pay a monthly sum equal to the service fee to one of the charitable organizations listed below in Section 7.7.3. Such payment shall be in the same manner and the same time as provided above at Sub-Section 7.7.1. Such charitable contributions shall be made for the duration of employment or until the employee becomes an AFSCME Local 1902 member or pays the service fee.

7.7.3. Charitable Organizations:
A. Special Olympic
B. City of Hope
C. American Cancer Society

7.7.4. AFSCME Local 1902 shall keep an adequate itemized record of its financial transactions and shall make such record available

annually to the District as required by Government Code Section 3502.5 or its amendments.

- 7.7.5. In a timely fashion, AFSCME Local 1902 shall adopt, implement and maintain constitutionally acceptable procedures to enable non-member service fee payers to meaningfully challenge the propriety of the uses to which service fees are put. The procedures shall be as defined by statutory or case law.
- 7.7.6. The District will promptly remit such fees, dues and assessments to AFSCME Local 1902, together with a list of effected employees.
- 7.7.7. AFSCME Local 1902 shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.
- 7.7.8. In any cases where any employee does not have sufficient funds to provide for payment of service fees, AFSCME Local 1902 shall be responsible for collection from the employee.
- 7.7.9. AFSCME Local 1902 shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.

ARTICLE 8 - PEACEFUL PERFORMANCE

- 8.1.1. The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety and general welfare of the residents within the District service area.
- 8.1.2. Consequently, AFSCME Local 1902 agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District.
- 8.1.3. In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work-stoppage has ceased.
- 8.1.4. In the event of any such work-stoppage during the term of this MOU, whether by AFSCME Local 1902 or by any member of the bargaining unit, AFSCME Local 1902, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- 8.1.5. If in the event of a work-stoppage, AFSCME Local 1902 promptly and in good faith performs the obligations of this Section, and,

providing AFSCME Local 1902 has not otherwise authorized, permitted or encouraged such work-stoppage, AFSCME Local 1902 shall not be liable for any damages caused by the violation of this Section.

- 8.1.6. However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress.

ARTICLE 9 - PERFORMANCE

SECTION 9.1 - MERIT INCREASES

9.1.1. Definition:

A merit increase is a salary increase of one or more steps within the salary range of a specified classification. This increase is awarded to employees who have performed their job duties in a manner that warrants such a merit increase.

9.1.2. Eligibility Regulations:

A. Probationary Employees

The employee's eligibility date for a merit increase is the first day of the pay period following his completion of the six-month probationary period, or the accumulation of 1,044 hours, whichever occurs first. Employees who are in the midst of serving a probationary period on July 1st (i.e., the common District evaluation date) of a given year, shall not be eligible for an evaluation or merit step increase on that date. Such employees shall be eligible for a merit step increase upon successful completion of probation, and will thereafter receive a common performance evaluation at the next July 1st date, be it the same year or the following year.

If an employee is in the midst of serving a promotional probationary period on July 1st of a given year, and subsequently does not complete his promotional probation (whether by failing to pass probation or voluntarily demoting), he shall receive a regular evaluation for work performed in the previous lower classification during the regular evaluation period, and he shall be eligible to receive an evaluation and merit step increase retroactive to the pay period including July 1st of that year, contingent upon the following:

- (1) The employee must have room within the salary range of his previous lower classification to receive a merit step increase (i.e., the employee cannot exceed the salary range maximum for his classification).
- (2) The employee's performance must be rated as "meets standards" or higher based upon work that was performed during that evaluation period in the previous lower classification.

B. Regular and Recurrent Employees

- (1) The employee's eligibility date for a merit increase shall be the first pay period each year that includes the common District evaluation date of July 1st, OR
- (2) If the employee was serving a probationary period, and completed probation during the same pay period that includes July 1st, the eligibility date for a merit increase becomes one year from that date, on the following July 1st.

9.1.3. Determination of Amount:

OVERALL PERFORMANCE RATING	MERIT INCREASE SCHEDULE
Outstanding	Three or Four Steps (8.25% or 11%)
Exceeds Standards	Two or Three Steps (5.5% or 8.25%)


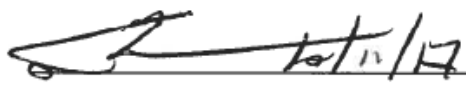
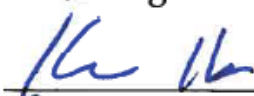
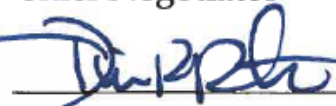
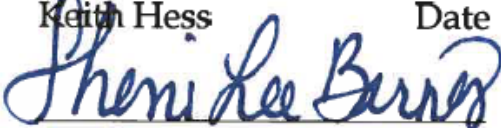
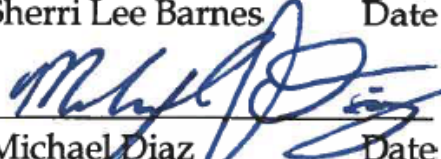

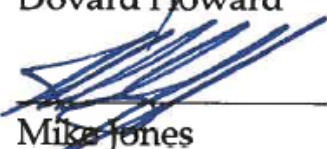

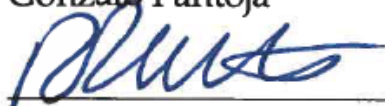
Meets Standards	One or Two Steps (2.75% or 5.5%)
Improvement Needed	No merit increase
Unsatisfactory	No merit increase

SECTION 9.2 - EMPLOYEE EVALUATION


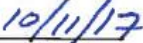


- 9.2.1. Employee evaluation is a process of rating an employee’s work performance, based upon a supervisor’s objective and factual appraisal of his job knowledge, skills, initiative, productivity, work habits, human relations and communication skills. This process is not just an annual preparation of a formal report, but is a continuous process of training, assigning, observing, and evaluating employees towards obtaining the District’s and the employee’s goals. The intent of providing a “continuous process” is to avoid surprising an employee with any deficiencies at the end of their rating period and giving them a reasonable opportunity to correct any deficiencies.
- 9.2.2. A signature on the evaluation indicates only that the evaluation form and any accompanying documents were received; it is not a statement that the employee agrees with the ratings. The employee may submit a rebuttal to the evaluation for inclusion in their official personnel file.
- 9.2.3. Except as provided in Section 6.3.1.B.5, employee evaluations are not subject to the grievance procedure. However, an alleged failure to adhere to this Section (i.e., failure to timely complete an annual evaluation) is subject to the grievance procedure.

ARTICLE 10 - SIGNATURE PAGE

10.1 The members of each of the negotiating teams have executed this MOU as of the date hereinabove first shown and present it as a joint recommendation to the District Board of Directors.

AFSCME		DISTRICT	
	10/11/17		10/11/17
Chief Negotiator	Date	Chief Negotiator	Date
	10/11/17		10/11/17
Keith Hess	Date	Diane Pitman	Date
	10/11/17		
Sherri Lee Barnes	Date		
	10/11/17		
Michael Diaz	Date		
	10/11/2017		
Dovard Howard	Date		
	10/11/2017		
Mike Jones	Date		
	10/11/17		
Gonzalo Pantoja	Date		
	10-11-17		
Paul Williams	Date		

10.2 The following signatures acknowledge the ratification of the MOU by AFSCME Local 1902 membership and the acceptance of the MOU by the Board of Directors of MWD.

			
Alan Shanahan	Date	Jeffrey Kightlinger	Date
President, AFSCME Local 1902		General Manager, MWD	

**APPENDIX A
CAREER PROGRESSION FAMILIES**

<p><u>ACCOUNTANT</u> Accountant Senior Accountant Principal Accountant</p>	<p><u>ACCOUNTING TECHNICIAN</u> Accounting Technician I Accounting Technician II Senior Accounting Technician</p>	<p><u>ADMINISTRATIVE ANALYST</u> Administrative Analyst Senior Administrative Analyst Principal Administrative Analyst</p>
<p><u>ADMINISTRATIVE ASSISTANT</u> Office Assistant Administrative Assistant I Administrative Assistant II Administrative Assistant III</p>	<p><u>BIOLOGIST</u> Assistant Biologist Associate Biologist Biologist Senior Biologist Principal Biologist</p>	<p><u>BUYER</u> Buyer I Buyer II Senior Buyer</p>
<p><u>CHEMIST</u> Assistant Chemist Associate Chemist Chemist Senior Chemist Principal Chemist</p>	<p><u>CONSTRUCTION INSPECTOR</u> Construction Inspector I Construction Inspector II Construction Inspector III Construction Inspector IV Construction Inspector V</p>	<p><u>CRANE CERTIFICATION TECHNICIAN</u> Crane Certification Technician I Crane Certification Technician II Senior Crane Certification Technician</p>
<p><u>CROSS CONNECTION TECHNICIAN</u> Cross Connection Technician Senior Cross Connection Technician</p>	<p><u>DEPUTY AUDITOR</u> Deputy Auditor I Deputy Auditor II Deputy Auditor III Senior Deputy Auditor</p>	<p><u>DESIGNER</u> Designer I Designer II Designer III Senior Designer Principal Designer</p>

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

[App. A-I]

APPENDIX A CAREER PROGRESSION FAMILIES

<p><u>ENGINEER</u> Assistant Engineer I Assistant Engineer II Associate Engineer Engineer</p>	<p><u>ENGINEERING TECHNICIAN</u> Engineering Technician I Engineering Technician II Engineering Technician III Senior Engineering Technician</p>	<p><u>ENVIRONMENTAL SPECIALIST</u> Assistant Environmental Specialist I Assistant Environmental Specialist II Associate Environmental Specialist Environmental Specialist</p>
<p><u>FACILITIES MAINTENANCE</u> Facilities Maintenance Assistant Facilities Maintenance Mechanic</p>	<p><u>FLEET</u> Fleet Dispatcher Fleet Dispatch Coordinator</p>	<p><u>GRAPHIC TECHNICIAN</u> Graphic Technician I Graphic Technician II Graphic Technician III Graphic Arts Designer</p>
<p><u>HYDROELECTRIC SPECIALIST</u> Hydroelectric Specialist I Hydroelectric Specialist II</p>	<p><u>IT COMMUNICATION TECHNICIAN</u> IT Communication Technician I IT Communication Technician II IT Communication Technician III Senior IT Communication Technician</p>	<p><u>IT ENTERPRISE APPLICATION ANALYST</u> IT Enterprise Application Analyst I IT Enterprise Application Analyst II IT Enterprise Application Analyst III Senior IT Enterprise Application Analyst</p>
<p><u>IT GIS ANALYST</u> IT GIS Analyst I IT GIS Analyst II IT GIS Analyst III Senior IT GIS Analyst</p>	<p><u>IT INFRASTRUCTURE ADMINISTRATOR</u> IT Infrastructure Administrator I IT Infrastructure Administrator II IT Infrastructure Administrator III Senior IT Infrastructure Administrator</p>	<p><u>IT NETWORK ENGINEER</u> IT Network Engineer I IT Network Engineer II IT Network Engineer III Senior IT Network Engineer</p>

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

[App. A-II]

**APPENDIX A
CAREER PROGRESSION FAMILIES**

<p><u>IT PROJECT CONTROLS SPECIALST</u> Assistant IT Project Controls Specialist Associate IT Project Controls Specialist IT Project Controls Specialist Senior IT Project Controls Specialist</p>	<p><u>IT QUALITY ANALYST</u> IT Quality Analyst I IT Quality Analyst II IT Quality Analyst III Senior IT Quality Analyst</p>	<p><u>IT SOFTWARE DEVELOPER</u> IT Software Developer I IT Software Developer II IT Software Developer III Senior IT Software Developer</p>
<p><u>IT SUPPORT ANALYST</u> IT Support Analyst I IT Support Analyst II IT Support Analyst III Senior IT Support Analyst</p>	<p><u>IT SYSTEM ADMINISTRATOR</u> IT System Administrator I IT System Administrator II IT System Administrator III Senior IT System Administrator</p>	<p><u>INSTRUMENTATION AND CONTROL TECHNICIAN</u> Instrumentation and Control Technician I Instrumentation and Control Technician II Instrumentation and Control Technician III Instrumentation and Control Tech Specialist</p>
<p><u>LABORATORY ASSISTANT</u> Laboratory Assistant I Laboratory Assistant II</p>	<p><u>LAB INFO SYSTEMS SPECIALIST</u> Lab Info Systems Specialist I Lab Info Systems Specialist II Senior Lab Info Systems Specialist</p>	<p><u>LABORATORY TECHNOLOGIST</u> Water Sampling Field Technician Laboratory Technologist I Laboratory Technologist II</p>
<p><u>LANDSCAPE MAINTENANCE TECHNICIAN</u> Grounds Maintenance Worker Landscape Maintenance Technician I Landscape Maintenance Technician II Senior Landscape Maintenance Technician</p>	<p><u>LEGAL ANALYST</u> Legal Analyst Senior Legal Analyst Principal Legal Analyst</p>	<p><u>LEGAL ASSISTANT</u> Legal Assistant I Legal Assistant II Legal Assistant III</p>

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

**APPENDIX A
CAREER PROGRESSION FAMILIES**

<p><u>LIMNOLOGIST</u> Assistant Limnologist Associate Limnologist Limnologist Senior Limnologist Principal Limnologist</p>	<p><u>LODGING ASSISTANT</u> Lodging Assistant I Lodging Assistant II</p>	<p><u>MAILROOM ASSISTANT</u> Mailroom Assistant I Mailroom Assistant II Mailroom Assistant III</p>
<p><u>MICROBIOLOGIST</u> Assistant Microbiologist Associate Microbiologist Microbiologist Senior Microbiologist Principal Microbiologist</p>	<p><u>OCCUPATIONAL HEALTH AND SAFETY SPECIALIST</u> Occupational Health and Safety Specialist I Occupational Health and Safety Specialist II Occupational Health and Safety Specialist III</p>	<p><u>OPERATIONS & MAINTENANCE</u> Maintenance Worker I Maintenance Worker II Maintenance Worker III Maintenance Mechanic I Maintenance Mechanic II</p> <p><i>Note: Use of this job family for temporary employees only</i></p>

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

APPENDIX A CAREER PROGRESSION FAMILIES

<p><u>O&M TECHNICIAN – CRAFT</u> O&M Technician I O&M Technician II O&M Technician III O&M Technician IV</p> <p>Crafts – Carpenter, Coater, Equipment Operator, Fleet, HVAC, Machinist, Plumber, Welder/Fabricator</p> <p><i>Note: Progression occurs within specific craft</i> <i>Note: Fleet includes progression to Fleet Coordinator</i></p>	<p><u>O&M TECHNICIAN – ELECTRICAL</u> Pre-Apprentice General Maintenance Assistant O&M Technician I O&M Technician II O&M Technician III O&M Technician IV Electrical Specialist or Pump Plant Specialist</p>	<p><u>O&M TECHNICIAN – MECHANICAL</u> Pre-Apprentice General Maintenance Assistant O&M Technician I O&M Technician II O&M Technician III O&M Technician IV Aqueduct Pump Specialist or Conveyance & Distribution Specialist or Pump Plant Specialist or Water Treatment Plant Specialist</p>
<p><u>PHOTOGRAPHER</u> Photographer I Photographer II Chief Photographer</p>	<p><u>PLANNER/SCHEDULER</u> Planner/Scheduler Senior Planner/Scheduler</p>	<p><u>PROJECT CONTROLS SPECIALIST</u> Assistant Project Controls Specialist Associate Project Controls Specialist Project Controls Specialist Senior Project Controls Specialist</p>
<p><u>PUBLIC AFFAIRS REPRESENTATIVE</u> Public Affairs Representative I Public Affairs Representative II Senior Public Affairs Representative</p>	<p><u>PUMP PLANT MAINTENANCE OPERATOR</u> Pump Plant Maintenance Operator I Pump Plant Maintenance Operator II Aqueduct and Power Dispatcher</p>	<p><u>REAL ESTATE REPRESENTATIVE</u> Real Estate Representative I Real Estate Representative II Real Estate Representative III Senior Real Estate Representative</p>

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

[App. A-V]

**APPENDIX A
CAREER PROGRESSION FAMILIES**

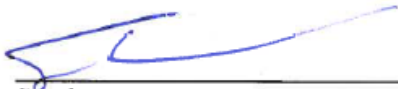
<p><u>REPROGRAPHIC TECHNICIAN</u> Reprographic Technician I Reprographic Technician II Reprographic Technician III Senior Reprographic Technician</p>	<p><u>RESOURCE SPECIALIST</u> Assistant Resource Specialist I Assistant Resource Specialist II Associate Resource Specialist Resource Specialist</p>	<p><u>STOREKEEPER</u> Storekeeper I Storekeeper II Storekeeper III</p>
<p><u>SURVEY AND MAPPING TECHNICIAN</u> Survey and Mapping Technician I Survey and Mapping Technician II Survey and Mapping Technician III Survey and Mapping Technician IV Land Surveyor</p>	<p><u>SYSTEM OPERATOR</u> Assistant System Operator System Operator Senior System Operator</p>	<p><u>SYSTEM OPERATIONS TECHNICIAN</u> Systems Operations Technician Senior System Operations Technician</p>
<p><u>TECHNICAL ILLUSTRATOR</u> Technical Illustrator I Technical Illustrator II</p>	<p><u>TECHNICAL WRITER</u> Technical Writer I Technical Writer II Technical Writer III Senior Technical Writer</p>	<p><u>TREASURER</u> Treasury Administrator Deputy Treasurer</p>
<p><u>VIDEOGRAPHER</u> Videographer I Videographer II Chief Videographer</p>	<p><u>WATER QUALITY SPECIALIST</u> Assistant Water Quality Specialist Associate Water Quality Specialist Water Quality Specialist Senior Water Quality Specialist Principal Water Quality Specialist</p>	<p><u>WATER QUALITY TECHNICIAN</u> Water Quality Technician I Water Quality Technician II Water Quality Technician III Senior Water Quality Technician</p>

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

**APPENDIX A
CAREER PROGRESSION FAMILIES**

<p><u>WATER TREATMENT PLANT OPERATOR</u> Water Treatment Plant Operator I Water Treatment Plant Operator II Water Treatment Plant Operator III</p>		
<u>MISCELLANEOUS CLASSIFICATIONS / NO FAMILIES</u>		
Administrative Secretary Chief Cook Commercial Truck Driver A Commercial Truck Driver B Law Clerk Legal Technology Specialist	Lineman Operations and Maintenance Assistant Production Planner Quality Assurance Officer Student Intern Desert	


For the District:



 Stephen Lem
 Employee Relations Officer
 12/4/17

 Date

For the Union:



 Alan Shanahan
 Executive President, AFSCME Local 1902
 4-DEC-2017

 Date

NOTE: This chart shows the career progression for each job family. Movement out of job family requires job audit, job analysis, or job bid. Employees can promote within family without a job audit or job bid. Employees may promote within family by job analysis.

APPENDIX B MISCONDUCT

The District will base its disciplinary actions on the guidelines set forth below. It is impossible to provide an exhaustive list of types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

- A. Insubordination, including: (a) refusal to follow a work order; (b) insulting or demeaning the authority of a supervisor or manager; or, (c) foul or abusive language directed at a supervisor or manager.
- B. Intentional or negligent conduct that damages District property or the property of another employee, a customer, a vendor, or a visitor.
Note: property includes, but is not limited to, records, supplies, materials, equipment, land or facilities.
- C. Intentional or negligent misuse of District property, or the property of another employee, customer, vendor, or visitor.
- D. Removing from the premises without authorization, the property of the District, a District employee, customer, vendor, or visitor.
- E. Theft.
- F. Fighting or provoking a fight on District time or property.
- G. Engaging in horseplay or other action that endangers District property or disrupts work.
- H. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of District Harassment Policy.
- I. Violation of District's Equal Employment Opportunity Policy.
- J. Failure to work cooperatively with others.
- K. Bringing or possessing weapons or any other dangerous device onto District property without authorization.

APPENDIX B MISCONDUCT

- L. Violation of the District's Alcohol and Controlled Substance Policy and Testing Program or the Drug Free Workplace Section in this MOU.
- M. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire, or security hazard.
- N. Smoking in restricted areas or where "No Smoking" signs are posted or otherwise violating District's "No Smoking" Policy.
- O. Sleeping during work time.
- P. Failing to report a work-related accident or injury immediately.
- Q. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on District premises.
- R. Unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on District premises.
- S. Entering an unauthorized area at any time.
- T. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported.
- U. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift.
- V. Leaving District premises or one's assigned work area during working hours without permission.
- W. Failure to abide by lunch or break periods or working unauthorized overtime.
- X. Failing to meet acceptable performance standards.
- Y. Recording another employee's time.
- Z. Submitting an employment application containing false or misleading information.
- AA. Falsifying or destroying any District records, including, but not limited to, any timekeeping records or customer records.

APPENDIX B MISCONDUCT

- BB. Failure to perform assigned duties.
- CC. Unauthorized dissemination of proprietary information.
- DD. Unauthorized dissemination of employee records or files.
- EE. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of his position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.
- FF. Refusing to take or subscribe to any oath or affirmation which is required by law in connection with employment.
- GG. Failing to obtain or maintain any required license, registration, certifications, or permit.
- HH. Incompetence.
- II. Dishonesty.
- JJ. Abuse of sick leave.
- KK. Violation of properly adopted rules and regulations set forth in writing by the employee's department/division.
- LL. Performance of non-District work on work time.
- MM. "Abusive conduct" meaning conduct of an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the District's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.
- NN. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established District policy.

APPENDIX C

CLASSIFICATION and SALARY SCHEDULE

Salary Grade	Salary Range		Classification
	Annually/Hourly		
	Effective Date 6/18/2017		
10	\$ 29,786	\$ 39,146	Student Intern Desert
	\$ 14.32	\$ 18.82	
16	\$ 35,110	\$ 46,176	Mailroom Assistant I
	\$ 16.88	\$ 22.20	
17	\$ 36,130	\$ 47,445	Pre-Apprentice
	\$ 17.37	\$ 22.81	
21	\$ 40,248	\$ 52,998	General Maintenance Asst Mailroom Assistant II Ops and Maintenance Assistant
	\$ 19.35	\$ 25.48	
23	\$ 42,557	\$ 55,994	Reprographics Technician I
	\$ 20.46	\$ 26.92	
24	\$ 43,638	\$ 57,616	Chief Cook
	\$ 20.98	\$ 27.70	
25	\$ 44,990	\$ 59,301	Laboratory Assistant I Maintenance Worker I
	\$ 21.63	\$ 28.51	
26	\$ 46,176	\$ 60,944	Mailroom Assistant III Office Assistant Storekeeper I
	\$ 22.20	\$ 29.30	
27	\$ 47,445	\$ 62,525	O&M Tech I *
	\$ 22.81	\$ 30.06	
28	\$ 48,734	\$ 64,293	O&M Tech I ** Reprographics Technician II
	\$ 23.43	\$ 30.91	
29	\$ 50,190	\$ 66,102	Accounting Tech I Facilities Maint Assistant Grounds Maintenance Worker Laboratory Assistant II Law Clerk Lodging Assistant I Maintenance Worker II
	\$ 24.13	\$ 31.78	
31	\$ 52,998	\$ 69,742	Admin Assistant I Deputy Auditor I O&M Tech II * Oc Health Safety Specialist I Reprographics Technician III Storekeeper II
	\$ 25.48	\$ 33.53	
32	\$ 54,538	\$ 71,718	Designer I O&M Tech II ** Pump Plant Maint Operator I
	\$ 26.22	\$ 34.48	

APPENDIX C

CLASSIFICATION and SALARY SCHEDULE

Salary Grade	Salary Range		Classification
	Annually/Hourly		
	Effective Date 6/18/2017		
33	\$ 55,994	\$ 73,757	Asst IT Proj Contrl Specialist
	\$ 26.92	\$ 35.46	Asst Proj Controls Specialist Legal Assistant I Lodging Assistant II Maintenance Worker III Water Quality Technician I Water Sampling Field Tech
34	\$ 57,616	\$ 75,774	Accounting Tech II
	\$ 27.70	\$ 36.43	Graphic Technician I Laboratory Technologist I Sr Reprographic Technician
35	\$ 59,301	\$ 77,917	Admin Assistant II
	\$ 28.51	\$ 37.46	Designer II Instrumnt&Cntrl Tech I O&M Tech III * Photographer I Storekeeper III Videographer I Wtr Trtment Plant Operator I
36	\$ 60,944	\$ 80,038	Deputy Auditor II
	\$ 29.30	\$ 38.48	Laboratory Technologist II O&M Tech III ** Pump Plant Maint Operator II Survey and Mapping Tech I
37	\$ 62,525	\$ 82,306	Admin Secretary
	\$ 30.06	\$ 39.57	Commercial Truck Driver A Commercial Truck Driver B Facilities Maint Mechanic IT Enterprise App Analyst I IT GIS Analyst I IT Infrastructure Adminstr I IT Network Engineer I IT Quality Analyst I IT Software Developer I IT Support Analyst I IT System Administrator I Legal Assistant II Maintenance Mechanic I Real Estate Representative I

APPENDIX C

CLASSIFICATION and SALARY SCHEDULE

Salary Grade	Salary Range		Classification
	Annually/Hourly		
	Effective Date 6/18/2017		
38	\$ 64,293	\$ 84,573	Accountant
	\$ 30.91	\$ 40.66	Assoc Proj Controls Specialist
			Asst Biologist
			Asst Chemist
			Asst Env Specialist I
			Asst Limnologist
			Asst Microbiologist
			Asst Water Quality Specialist
			Buyer I
			Construction Inspector I
			Crane Certification Tech I
			Engineering Tech I
			Graphic Technician II
			IT Communication Tech I
			Landscape Maintenance Tech I
			Oc Health Safety Specialist II
			Public Affairs Rep I
		Technical Illustrator I	
		Technical Writer I	
		Water Quality Technician II	
39	\$ 66,102	\$ 86,902	Admin Assistant III
	\$ 31.78	\$ 41.78	Assoc IT Proj Contr Specialist
			Designer III
			Instrumnt&Cntrl Tech II
			Sr Accounting Tech
		Treasury Administrator	
40	\$ 67,891	\$ 89,398	Survey and Mapping Tech II
	\$ 32.64	\$ 42.98	Wtr Trtment Plant Operator II
41	\$ 69,742	\$ 91,811	Asst System Operator
	\$ 33.53	\$ 44.14	Legal Assistant III
			O&M Tech IV *
			Photographer II
		Videographer II	
42	\$ 71,718	\$ 94,494	Asst Resource Specialist I
	\$ 34.48	\$ 45.43	Hydroelectric Specialist I
			IT Enterprise App Analyst II
			IT GIS Analyst II
			IT Infrastructure Adminstr II
			IT Network Engineer II
			IT Quality Analyst II
			IT Software Developer II
			IT Support Analyst II
			IT System Administrator II
			Lab Info Systems Specialist I
			O&M Tech IV **
			Real Estate Representative II

APPENDIX C CLASSIFICATION and SALARY SCHEDULE

Salary Grade	Salary Range		Classification
	Annually/Hourly		
	Effective Date 6/18/2017		
43	\$ 73,757	\$ 97,094	Assoc Biologist
	\$ 35.46	\$ 46.68	Assoc Chemist
			Assoc Limnologist
			Assoc Microbiologist
			Assoc Water Quality Specialist
			Asst Engineer I
			Asst Env Specialist II
			Buyer II
			Construction Inspector II
			Crane Certification Tech II
			Cross Connection Technician
			Engineering Tech II
			Graphic Technician III
			IT Communication Tech II
			Landscape Maintenance Tech II
			Oc Health Safety Specialist III
			Planner Scheduler
		Public Affairs Rep II	
		Sr Designer	
		Technical Illustrator II	
		Technical Writer II	
		Water Quality Technician III	
44	75,774	99,798	Admin Analyst
	\$ 36.43	\$ 47.98	Instrumnt&Cntrl Tech III
			IT Project Controls Specialist
			Legal Analyst
45	\$ 77,917	\$ 102,606	Aqueduct & Power Dispatcher
	\$ 37.46	\$ 49.33	Asst Resource Specialist II
			Deputy Auditor III
			Sr Accountant
			System Operator
46	\$ 80,038	\$ 105,414	Wtr Trtment Plant Operator III
	\$ 38.48	\$ 50.68	Aqueduct Pump Specialist
			Asst Engineer II
		Lineman	
		Real Estate Representative III	

APPENDIX C

CLASSIFICATION and SALARY SCHEDULE

Salary Grade	Salary Range		Classification
	Annually/Hourly		
	Effective Date 6/18/2017		
47	\$ 82,306	\$ 108,285	Conveyance&Distrbtn Specialist
	\$ 39.57	\$ 52.06	Instrumnt&Cntrl Tech Specialst
			IT Communication Tech III
			IT Enterprise App Analyst III
			IT GIS Analyst III
			IT Infrastructure Adminstr III
			IT Network Engineer III
			IT Quality Analyst III
			IT Software Developer III
			IT Support Analyst III
			IT System Administrator III
			Legal Technology Specialist
			Treatment Plant Specialist
	48	\$ 84,573	\$ 111,238
\$ 40.66		\$ 53.48	Biologist
			Chemist
			Chief Photographer
			Chief Videographer
			Construction Inspector III
			Deputy Treasurer
			Electrical Specialist
			Engineering Tech III
			Fleet Coordinator
			Graphic Arts Designer
			Hydroelectric Specialist II
			Lab Info Systems Specialist II
			Limnologist
			Microbiologist
			Pr Designer
			Production Planner
			Pump Plant Specialist
			Sr Buyer
			Sr Crane Certification Tech
			Sr Cross Connection Tech
			Sr Landscape Maintenance Tech
			Sr Planner Scheduler
			Sr Public Affairs Rep
			Sr System Operator
			Sr Water Quality Technician
		Survey and Mapping Tech III	
		System Operations Technician	
		Technical Writer III	
		Water Quality Specialist	

APPENDIX C

CLASSIFICATION and SALARY SCHEDULE

Salary Grade	Salary Range Annually/Hourly		Classification
	Effective Date 6/18/2017		
49	\$ 86,902	\$ 114,296	Assoc Resource Specialist
	\$ 41.78	\$ 54.95	Pr Accountant Sr Admin Analyst Sr IT Proj Controls Specialist Sr Legal Analyst Sr Project Controls Specialist
50	\$ 89,398	\$ 117,374	Assoc Engineer
	\$ 42.98	\$ 56.43	Sr IT Communication Technician Sr Real Estate Representative
51	\$ 91,811	\$ 120,578	Sr IT Support Analyst
	\$ 44.14	\$ 57.97	
52	\$ 94,494	\$ 123,781	Sr Deputy Auditor
	\$ 45.43	\$ 59.51	Sr IT Enterprise App Analyst Sr IT GIS Analyst Sr IT Infrastructure Adminstr Sr IT Quality Analyst Sr IT Software Developer Sr IT System Administrator
53	\$ 97,094	\$ 127,213	Construction Inspector IV
	\$ 46.68	\$ 61.16	Environmental Specialist Land Surveyor Sr Biologist Sr Chemist Sr Engineering Technician Sr IT Network Engineer Sr Lab Info Systems Specialist Sr Limnologist Sr Microbiologist Sr System Operations Tech Sr Technical Writer Sr Water Quality Specialist Survey and Mapping Tech IV
55	\$ 102,606	\$ 134,077	Pr Admin Analyst
	\$ 49.33	\$ 64.46	Pr Legal Analyst Resource Specialist
56	\$ 105,414	\$ 137,883	Construction Inspector V
	\$ 50.68	\$ 66.29	Engineer Quality Assurance Officer
58	\$ 111,238	\$ 145,309	Pr Biologist
	\$ 53.48	\$ 69.86	Pr Chemist Pr Limnologist Pr Microbiologist Pr Water Quality Specialist

* Carpenter, Coater, Equipment Operator, Fleet, Plumber, Welder-Fabricator

** Electrical, HVAC, Machinist, Mechanical

[App. C-VI]

SIDE LETTERS

**Metropolitan Water District of Southern California
Apprenticeship Implementation Team
&
Joint Apprenticeship & Training Committee**

R.A. Reeves 2

06-18-02

2:25 PM

Proposed Apprenticeship Program Entrance Opportunities for ...

(Order of Priority)

Lance A. Chock, 2
6/18/02
2:26 PM

No. 1 – Existing Employees - Maintenance Family:

- Consideration is to be given to those employees working in the electrical and mechanical fields in the “Utility Worker, General Maintenance Assistant, and Maintenance Worker I, II, and III” classifications. Incorporate incumbent employees within these fields on to a master list to be used for current and future opportunities. Placement testing shall be used to determine level of entry into the program(s).
- Conduct group informational meetings regarding the apprenticeship program opportunities and requirements.
- Eligible employees may voluntarily elect to execute an apprenticeship agreement following placement testing and acceptance into the respective program.
- Employees who voluntarily or involuntarily terminate their apprenticeship agreement shall be guaranteed return rights to their previous classification. Every effort will be made to return the employee to his/her original location, if possible. For those employees who have their apprenticeship agreements terminated within the first 6-month probationary period shall be guaranteed return right to their previous classification, position, and work location.
- Discontinue recruiting and hiring employees within these classifications in the apprenticeable occupations developed at Metropolitan.
- An employee whose current compensation is greater than that for which they qualify within the apprenticeship program shall be “Z” rated.

No. 2 – Existing Employees – Other Families:

- Any District employee shall be eligible to apply for entrance into the apprenticeship program(s) during the inside recruitment process.
- Conduct group informational meetings regarding the apprenticeship program opportunities and requirements.
- Entrance eligibility shall be determined by examination. The entrance exam and aptitude testing are comprised of tests of general abilities relevant to the position, but does not test the applicant’s knowledge of the job position.
- Successful candidates will be afforded the opportunity to be tested and evaluated to determine their prior experience in the apprenticeable occupation and appropriate credit may be given toward a higher period of apprenticeship if previous training and experience merit. Proof of previous training and experience must be documented and made available upon request.

CONFIDENTIAL
MEET AND CONFER

6/18/02

- Employees who are successful in gaining entrance into the program(s) shall be guaranteed return rights to their previous classification, position, and work location within their first 6-month probationary period should they voluntarily or involuntarily terminate their apprenticeship agreement. However, in the event an employee's apprenticeship agreement is voluntarily or involuntarily terminated beyond the 6-month probationary period, then the employee shall only be guaranteed return rights to their previous classification. Every effort will be made to return the employee to their original location, if possible.
- Matters regarding compensation shall be subject to meet and confer between Metropolitan and AFSCME Local #1902 for those employees whose current compensation is greater than that for which they qualify within the apprenticeship program.

No. 3 – New Employees:

- Outside recruitment apprenticeship program opportunities



MWD
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

R.A. Reeves I

06-18-02

2:20 PM

James G. Archer, Sr

6/18/02

2/22/02

Date:

To:

From: Interim MWD Joint Apprenticeship & Training Committee

Subject: Apprenticeship Opportunities for Existing Employees

Metropolitan and AFSCME Local 1902 are conducting a survey of employees working in the electrical or mechanical fields in the following classifications to determine the number of employees who would be interested in participating in our mechanic and electrician apprenticeship programs:

- Utility Worker
- General Maint. Asst.
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III

If you are in one of the above classifications and are interested in participating in either of our apprenticeship programs, please answer the questions below and sign your name in the appropriate box that corresponds to the program of your preference.

1. Are you currently working in an electrical or mechanical field? Yes No
 - If so, how long have you worked in this field? Yrs _____ Mos _____
2. Have you worked in an electrical or mechanical field in the past at MWD? Yes No
 - If so, how long had you worked in this field? Yrs _____ Mos _____

Program Preference (Please check one):

Electrician Program:

Mechanic Program:

Name:

Employee #:

Date:

Please submit this document by _____, 2002 to Steve Mondero at US-10-415.

If you have any questions about this survey, please contact your local AFSCME representative or the AFSCME office at 7-6674 or Steve Mondero at 5-7032 or 7-5662.

DRAFT PROPOSAL - APPRENTICE SALARY SCHEDULE
APPRENTICE MAINTENANCE MECHANIC

HOURLY/MONTHLY/ANNUAL SALARY SCHEDULE (Unit 02 - General Employee Unit)
 Effective June 24, 2001

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	GRADE	
01	\$8.14	\$1,411	\$18,931	\$8.35	\$1,447	\$17,368	\$8.56	\$1,487	\$17,840	\$8.81	\$1,527	\$18,325	01
02	\$8.35	\$1,447	\$17,368	\$8.56	\$1,487	\$17,840	\$8.81	\$1,527	\$18,325	\$9.03	\$1,565	\$18,792	02
03	\$8.56	\$1,487	\$17,840	\$8.81	\$1,527	\$18,325	\$9.03	\$1,565	\$18,792	\$9.30	\$1,612	\$19,344	03
04	\$8.81	\$1,527	\$18,325	\$9.03	\$1,565	\$18,792	\$9.30	\$1,612	\$19,344	\$9.55	\$1,655	\$19,864	04
05	\$9.03	\$1,565	\$18,792	\$9.30	\$1,612	\$19,344	\$9.55	\$1,655	\$19,864	\$9.80	\$1,699	\$20,384	05
06	\$9.30	\$1,612	\$19,344	\$9.55	\$1,655	\$19,864	\$9.80	\$1,699	\$20,384	\$10.10	\$1,751	\$21,008	06
07	\$9.55	\$1,655	\$19,864	\$9.80	\$1,699	\$20,384	\$10.10	\$1,751	\$21,008	\$10.35	\$1,794	\$21,528	07
08	\$9.80	\$1,699	\$20,384	\$10.10	\$1,751	\$21,008	\$10.35	\$1,794	\$21,528	\$10.66	\$1,848	\$22,173	08
09	\$10.10	\$1,751	\$21,008	\$10.35	\$1,794	\$21,528	\$10.66	\$1,848	\$22,173	\$10.93	\$1,895	\$22,734	09
10	\$10.35	\$1,794	\$21,528	\$10.66	\$1,848	\$22,173	\$10.93	\$1,895	\$22,734	\$11.27	\$1,953	\$23,442	10
11	\$10.66	\$1,848	\$22,173	\$10.93	\$1,895	\$22,734	\$11.27	\$1,953	\$23,442	\$11.87	\$2,005	\$24,066	11
12	\$10.93	\$1,895	\$22,734	\$11.27	\$1,953	\$23,442	\$11.87	\$2,005	\$24,066	\$12.18	\$2,111	\$25,334	12
13	\$11.27	\$1,953	\$23,442	\$11.87	\$2,005	\$24,066	\$12.18	\$2,111	\$25,334	\$12.54	\$2,174	\$26,083	13
14	\$11.57	\$2,005	\$24,066	\$12.18	\$2,098	\$24,710	\$12.54	\$2,174	\$26,083	\$12.85	\$2,227	\$26,728	14
15	\$11.88	\$2,059	\$24,710	\$12.18	\$2,111	\$25,334	\$12.54	\$2,174	\$26,083	\$12.85	\$2,227	\$26,728	15
16	\$12.18	\$2,111	\$25,334	\$12.54	\$2,174	\$26,083	\$12.85	\$2,227	\$26,728	\$13.26	\$2,298	\$27,581	16
17	\$12.54	\$2,174	\$26,083	\$12.85	\$2,227	\$26,728	\$13.26	\$2,298	\$27,581	\$13.62	\$2,361	\$28,330	17
18	\$12.85	\$2,227	\$26,728	\$13.26	\$2,298	\$27,581	\$13.62	\$2,361	\$28,330	\$13.97	\$2,421	\$29,058	18
19	\$13.26	\$2,298	\$27,581	\$13.62	\$2,361	\$28,330	\$13.97	\$2,421	\$29,058	\$14.40	\$2,496	\$29,952	19
20	\$13.62	\$2,361	\$28,330	\$13.97	\$2,421	\$29,058	\$14.40	\$2,496	\$29,952	\$15.17	\$2,629	\$31,554	20
21	\$13.97	\$2,421	\$29,058	\$14.40	\$2,496	\$29,952	\$15.17	\$2,629	\$31,554	\$15.81	\$2,706	\$32,489	21
22	\$14.40	\$2,496	\$29,952	\$14.79	\$2,564	\$30,763	\$15.17	\$2,629	\$31,554	\$16.48	\$2,857	\$34,278	22
23	\$14.79	\$2,564	\$30,763	\$15.17	\$2,629	\$31,554	\$15.81	\$2,706	\$32,489	\$17.43	\$3,021	\$36,254	23
24	\$15.17	\$2,629	\$31,554	\$15.81	\$2,706	\$32,489	\$16.48	\$2,857	\$34,278	\$17.92	\$3,106	\$37,274	24
25	\$15.81	\$2,706	\$32,489	\$16.04	\$2,780	\$33,363	\$16.48	\$2,857	\$34,278	\$18.41	\$3,191	\$38,293	25
26	\$16.04	\$2,780	\$33,363	\$16.48	\$2,857	\$34,278	\$16.93	\$2,935	\$35,214	\$18.93	\$3,276	\$39,336	26
27	\$16.48	\$2,857	\$34,278	\$16.93	\$2,935	\$35,214	\$17.43	\$3,361	\$36,254	\$19.43	\$3,361	\$40,400	27
28	\$16.93	\$2,935	\$35,214	\$17.43	\$3,446	\$37,274	\$17.92	\$3,446	\$37,274	\$20.01	\$3,446	\$41,621	28
29	\$17.43	\$3,021	\$36,254	\$17.92	\$3,531	\$38,293	\$18.41	\$3,531	\$38,293	\$20.59	\$3,531	\$42,842	29
30	\$17.92	\$3,106	\$37,274	\$18.41	\$3,616	\$39,336	\$18.93	\$3,616	\$39,336	\$21.17	\$3,616	\$43,063	30
31	\$18.41	\$3,191	\$38,293	\$18.93	\$3,701	\$40,400	\$19.43	\$3,701	\$40,400	\$21.75	\$3,701	\$44,284	31
32	\$18.93	\$3,276	\$39,336	\$19.43	\$3,786	\$41,621	\$19.92	\$3,786	\$41,621	\$22.33	\$3,786	\$45,505	32
33	\$19.43	\$3,361	\$40,400	\$20.01	\$3,871	\$42,842	\$20.41	\$3,871	\$42,842	\$22.91	\$3,871	\$46,726	33
34	\$20.01	\$3,446	\$41,621	\$20.59	\$3,956	\$44,063	\$20.90	\$3,956	\$44,063	\$23.49	\$3,956	\$47,947	34
35 - MM I	\$20.59	\$3,531	\$42,842	\$21.17	\$4,041	\$45,284	\$21.48	\$4,041	\$45,284	\$24.07	\$4,041	\$49,168	35
36	\$21.17	\$3,616	\$43,063	\$21.75	\$4,126	\$46,505	\$22.06	\$4,126	\$46,505	\$24.65	\$4,126	\$50,389	36
37 - MM II	\$21.75	\$3,701	\$44,284	\$22.33	\$4,211	\$47,726	\$22.64	\$4,211	\$47,726	\$25.23	\$4,211	\$51,610	37
38	\$22.33	\$3,786	\$45,505	\$22.91	\$4,296	\$48,947	\$23.22	\$4,296	\$48,947	\$25.81	\$4,296	\$52,831	38
39	\$22.91	\$3,871	\$46,726	\$23.49	\$4,381	\$50,168	\$23.80	\$4,381	\$50,168	\$26.39	\$4,381	\$54,052	39
40	\$23.49	\$3,956	\$47,947	\$24.07	\$4,466	\$51,389	\$24.38	\$4,466	\$51,389	\$26.97	\$4,466	\$55,273	40
41	\$24.07	\$4,041	\$49,168	\$24.65	\$4,551	\$52,610	\$24.96	\$4,551	\$52,610	\$27.55	\$4,551	\$56,494	41
42	\$24.65	\$4,126	\$50,389	\$25.23	\$4,636	\$53,831	\$25.54	\$4,636	\$53,831	\$28.13	\$4,636	\$57,715	42
43	\$25.23	\$4,211	\$51,610	\$25.81	\$4,721	\$55,052	\$26.12	\$4,721	\$55,052	\$28.71	\$4,721	\$58,936	43
44	\$25.81	\$4,296	\$52,831	\$26.39	\$4,806	\$56,273	\$26.70	\$4,806	\$56,273	\$29.29	\$4,806	\$60,157	44
45	\$26.39	\$4,381	\$54,052	\$26.97	\$4,891	\$57,494	\$27.28	\$4,891	\$57,494	\$29.87	\$4,891	\$61,378	45
46	\$26.97	\$4,466	\$55,273	\$27.55	\$4,976	\$58,715	\$27.87	\$4,976	\$58,715	\$30.45	\$4,976	\$62,599	46
47	\$27.55	\$4,551	\$56,494	\$28.13	\$5,061	\$59,936	\$28.46	\$5,061	\$59,936	\$31.03	\$5,061	\$63,820	47
48	\$28.13	\$4,636	\$57,715	\$28.71	\$5,146	\$61,157	\$29.04	\$5,146	\$61,157	\$31.61	\$5,146	\$65,041	48
49	\$28.71	\$4,721	\$58,936	\$29.29	\$5,231	\$62,378	\$29.63	\$5,231	\$62,378	\$32.19	\$5,231	\$66,262	49
50	\$29.29	\$4,806	\$60,157	\$29.87	\$5,316	\$63,600	\$30.21	\$5,316	\$63,600	\$32.77	\$5,316	\$67,483	50

APPRENTICE SALARY SCHEDULE - APPROX. PERCENT OF JOURNEY-LEVEL

Pre-Apprenticeship Entry Level (New Hire - Initial Trial Period)	Approx	50%
1st - 6-Month Apprentice	> or =	56%
2nd - 6-Month Apprentice	> or =	58%
3rd - 6-Month Apprentice	> or =	62%
4th - 6-Month Apprentice	> or =	66%
5th - 6-Month Apprentice	> or =	71%
6th - 6-Month Apprentice	> or =	78%
7th - 6-Month Apprentice	> or =	84%
8th - 6-Month Apprentice	> or =	92%
Journey-Level	=	100%

R. C. Reeves Jr.

06-18-02

2:20 PM

Leno A. Chubb, Sr.

6/18/02

2:33 PM

DRAFT PROPOSAL - APPRENTICE SALARY SCHEDULE
APPRENTICE MAINTENANCE ELECTRICIAN

HOURLY/MONTHLY/ANNUAL SALARY SCHEDULE (Unit 02 - General Employee Unit)
 Effective June 24, 2001

GRADE	STEP 1			STEP 2			STEP 3			STEP 4			STEP 5			STEP 6			STEP 7			STEP 8			STEP 9			STEP 10			STEP 11			GRADE			
01	\$5.14	\$1.411	\$18.931	\$8.35	\$1.447	\$17.368	\$8.58	\$1.487	\$17.848	\$8.81	\$1.527	\$18.325	\$9.03	\$1.565	\$18.782	\$9.26	\$1.602	\$19.244	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	01
02	\$9.38	\$1.447	\$17.368	\$8.58	\$1.487	\$17.848	\$8.81	\$1.527	\$18.325	\$9.03	\$1.565	\$18.782	\$9.26	\$1.602	\$19.244	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	02
03	\$8.56	\$1.467	\$17.546	\$8.81	\$1.527	\$18.325	\$9.03	\$1.565	\$18.782	\$9.26	\$1.602	\$19.244	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	03
04	\$8.81	\$1.527	\$18.325	\$9.03	\$1.565	\$18.782	\$9.26	\$1.602	\$19.244	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	\$11.33	\$1.939	\$23.400	04
05	\$9.03	\$1.565	\$18.782	\$9.26	\$1.602	\$19.244	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	\$11.33	\$1.939	\$23.400	\$11.56	\$1.976	\$23.862	05
06	\$9.26	\$1.602	\$19.244	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	\$11.33	\$1.939	\$23.400	\$11.56	\$1.976	\$23.862	\$11.79	\$2.012	\$24.324	06
07	\$9.49	\$1.640	\$19.704	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	\$11.33	\$1.939	\$23.400	\$11.56	\$1.976	\$23.862	\$11.79	\$2.012	\$24.324	\$12.02	\$2.048	\$24.786	07
08	\$9.72	\$1.678	\$20.166	\$9.95	\$1.715	\$20.628	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	\$11.33	\$1.939	\$23.400	\$11.56	\$1.976	\$23.862	\$11.79	\$2.012	\$24.324	\$12.02	\$2.048	\$24.786	\$12.25	\$2.084	\$25.250	08
09	\$10.18	\$1.753	\$21.090	\$10.41	\$1.791	\$21.552	\$10.64	\$1.828	\$22.014	\$10.87	\$1.865	\$22.476	\$11.10	\$1.902	\$22.938	\$11.33	\$1.939	\$23.400	\$11.56	\$1.976	\$23.862	\$11.79	\$2.012	\$24.324	\$12.02	\$2.048	\$24.786	\$12.25	\$2.084	\$25.250	\$12.48	\$2.120	\$25.714	\$12.71	\$2.156	\$26.178	09
10	\$10.35	\$1.794	\$21.528	\$10.68	\$1.848	\$22.173	\$10.93	\$1.895	\$22.734	\$11.27	\$1.953	\$23.442	\$11.57	\$2.005	\$24.066	\$11.88	\$2.059	\$24.710	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	10
11	\$10.68	\$1.848	\$22.173	\$10.93	\$1.895	\$22.734	\$11.27	\$1.953	\$23.442	\$11.57	\$2.005	\$24.066	\$11.88	\$2.059	\$24.710	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	11
12	\$10.93	\$1.895	\$23.442	\$11.27	\$1.953	\$23.442	\$11.57	\$2.005	\$24.066	\$11.88	\$2.059	\$24.710	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	12
13	\$11.27	\$1.953	\$23.442	\$11.57	\$2.005	\$24.066	\$11.88	\$2.059	\$24.710	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	13
14	\$11.57	\$2.005	\$24.066	\$11.88	\$2.059	\$24.710	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	14
15	\$11.88	\$2.059	\$24.710	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	15
16	\$12.18	\$2.111	\$25.334	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	\$15.48	\$2.717	\$32.982	16
17	\$12.48	\$2.167	\$25.952	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	\$15.48	\$2.717	\$32.982	\$15.78	\$2.772	\$33.722	17
18	\$12.78	\$2.222	\$26.602	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	\$15.48	\$2.717	\$32.982	\$15.78	\$2.772	\$33.722	\$16.08	\$2.827	\$34.462	18
19	\$13.08	\$2.277	\$27.272	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	\$15.48	\$2.717	\$32.982	\$15.78	\$2.772	\$33.722	\$16.08	\$2.827	\$34.462	\$16.38	\$2.882	\$35.142	19
20	\$13.38	\$2.332	\$27.942	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	\$15.48	\$2.717	\$32.982	\$15.78	\$2.772	\$33.722	\$16.08	\$2.827	\$34.462	\$16.38	\$2.882	\$35.142	\$16.68	\$2.937	\$35.822	20
21	\$13.68	\$2.387	\$28.612	\$13.98	\$2.442	\$29.282	\$14.28	\$2.497	\$30.022	\$14.58	\$2.552	\$30.762	\$14.88	\$2.607	\$31.502	\$15.18	\$2.662	\$32.242	\$15.48	\$2.717	\$32.982	\$15.78	\$2.772	\$33.722	\$16.08	\$2.827	\$34.462	\$16.38	\$2.882	\$35.142	\$16.68	\$2.937	\$35.822	\$16.98	\$2.992	\$36.502	21
22	\$14.40	\$2.497	\$30.762	\$14.79	\$2.564	\$30.763	\$15.17	\$2.629	\$31.554	\$15.51	\$2.706	\$32.469	\$15.81	\$2.783	\$33.383	\$16.11	\$2.860	\$34.297	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	22			
23	\$14.79	\$2.564	\$30.763	\$15.17	\$2.629	\$31.554	\$15.51	\$2.706	\$32.469	\$15.81	\$2.783	\$33.383	\$16.11	\$2.860	\$34.297	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	23			
24	\$15.17	\$2.629	\$31.554	\$15.51	\$2.706	\$32.469	\$15.81	\$2.783	\$33.383	\$16.11	\$2.860	\$34.297	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	24			
25	\$15.51	\$2.706	\$32.469	\$15.81	\$2.783	\$33.383	\$16.11	\$2.860	\$34.297	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51	\$3.436	\$40.661	25			
26	\$15.81	\$2.783	\$33.383	\$16.11	\$2.860	\$34.297	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51	\$3.436	\$40.661	\$18.81	\$3.513	\$41.339	26			
27	\$16.11	\$2.860	\$34.297	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51	\$3.436	\$40.661	\$18.81	\$3.513	\$41.339	\$19.11	\$3.590	\$42.007	27			
28	\$16.41	\$2.937	\$35.211	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51	\$3.436	\$40.661	\$18.81	\$3.513	\$41.339	\$19.11	\$3.590	\$42.007	\$19.41	\$3.667	\$42.685	28			
29	\$16.71	\$3.014	\$36.125	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51	\$3.436	\$40.661	\$18.81	\$3.513	\$41.339	\$19.11	\$3.590	\$42.007	\$19.41	\$3.667	\$42.685	\$19.71	\$3.744	\$43.321	29			
30	\$17.01	\$3.081	\$36.949	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51	\$3.436	\$40.661	\$18.81	\$3.513	\$41.339	\$19.11	\$3.590	\$42.007	\$19.41	\$3.667	\$42.685	\$19.71	\$3.744	\$43.321	\$20.01	\$3.821	\$44.035	30			
31	\$17.31	\$3.148	\$37.773	\$17.61	\$3.215	\$38.627	\$17.91	\$3.282	\$39.305	\$18.21	\$3.359	\$39.983	\$18.51																								

**LETTER OF AGREEMENT:
APPRENTICESHIP EVALUATION REPORT
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
and
AFSCME, LOCAL 1902**

The parties have met and have agreed to use the attached Evaluation Form in conjunction with the District's Apprenticeship Training Programs.

For the District:



1/10/04
Date

For the Union:



01-13-04
Date

ATTACHMENT



MWD METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date _____

APPRENTICE EVALUATION REPORT

APPRENTICE

ID No. Full Name

Group

Classification

Grade

Period (From)

Period (To)

OVERALL EVALUATION

STRONG
STANDARD
WEAK

QUANTITY

FACTOR RATING

- _____ Amount of work performed
- _____ Completion of work on schedule

QUALITY

- _____ Accuracy
- _____ Neatness of work product
- _____ Thoroughness
- _____ Oral Expression
- _____ Written Expression

WORK HABITS

- _____ Observance of working hours
- _____ Attendance
- _____ Observance of rules and regulation
- _____ Observance of Safety Rules
- _____ Compliance with work instructions
- _____ Orderliness In work
- _____ Application to duties

PERSONAL RELATIONS

- _____ Getting along with fellow employees
- _____ Meeting and handling the public

STRONG
STANDARD
WEAK

ADAPTABILITY

FACTOR RATING

- _____ Performance in new situations
- _____ Performance in emergencies
- _____ Performance with minimum instructions
(If applicable to employee's proficiency during period.)

COMMENTS

This report is based on my observation and/or knowledge. It represents my best judgment of the apprentice's performance.

Rater

Date

MetNet

I have reviewed this report.

Reviewer

Date

MetNet

A copy of this report with attached narrative and was given or sent to the apprentice on: Date _____

I have received a copy of this report and narrative. This signature does not indicate agreement with rating.

Apprentice _____

Date _____

MetNet _____

AGREEMENT

Between the Metropolitan Water District of Southern California

and

AFSCME Local 1902

Grievance No. 0602G005

This Agreement ("Agreement") is entered into between the Metropolitan Water District of Southern California ("Metropolitan") and the Employees Association/American Federation of State, County and Municipal Employees, Local 1902 ("Local 1902").

RECITALS

A. Local 1902 is the exclusive representative for employees within Bargaining Unit 02.

B. On February 7, 2006, Local 1902 submitted Grievance No. 0602G005 ("Grievance"). The Grievance alleges Metropolitan violated the Local 1902 MOU, the Administrative Code and the Meyers-Milias-Brown Act, and that Metropolitan engaged in disparate treatment, by failing to properly provide meal reimbursements to apprentices and pre-apprentices. In response, Metropolitan denies any violation of the Local 1902 MOU, the Administrative Code and the Meyers-Milias-Brown Act, and denies engaging in disparate treatment towards apprentices/pre-apprentices.

C. Pursuant to the hearing officer appeal procedure contained in the Local 1902 MOU, the parties selected Hearing Officer Philip Levine. While each party maintains that their respective position has merit, the parties seek to avoid the cost, uncertainty and use of resources associated with proceeding to hearing. Accordingly, without any admission of wrongdoing by Metropolitan and without any admission by Local 1902 that the underlying grievance lacks merit, the parties have reached an agreement that upon execution will finally resolve the Grievance. Accordingly, the hearing will not take place.

AGREEMENT

NOW, THEREFORE, based on the preceding recitals and the terms and conditions described below, Metropolitan and Local 1902 agree as follows:

1. On a going forward basis, Metropolitan will provide the following options to apprentices/pre-apprentices who attend training at DVL:
 - a. Metropolitan will provide a lunch at District expense.
 - b. Apprentices/pre-apprentices will be free to leave, purchase their own lunches, and return to the DVL training location during the allotted lunch break. Under this

option, only those apprentices/pre-apprentices on overnight travel status will have their lunches reimbursed.

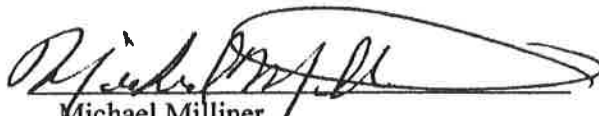
c. Apprentices/pre-apprentices can bring their own lunch at their own expense.

2. Apprentices/pre-apprentices who must travel for training at facilities other than DVL, or if lunch is not provided at DVL, will have their meals reimbursed pursuant to the MOU.


3. Management reserves the right to change items 1a, 1b and/or 1c above based on business need. However, no change will be implemented without providing AFSCME 30 days notice and the opportunity to request to meet and confer.

4. AFSCME agrees to withdraw its appeal in this matter.

Dated: April 22, 2009


Michael Milliner
Executive President
AFSCME Local 1902

Dated: April 23, 2009


Stephen V. Lem
Employee Relations Officer
Metropolitan Water District
of Southern California

AGREEMENT ON APPRENTICE SALARY SCHEDULE:
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA & AFSCME LOCAL 1902

The parties have met and agreed to the following terms, in order to reconcile the current Apprentice Salary Schedule with Sections 2.1.4 and 2.1.5 of the 2011-16 MOU.

1. Effective July 1, 2013, and consistent with Section 2.1.4 of the MOU, each step in the Apprentice Salary Schedule shall be increased by 0.25% (resulting in an across-the-board salary increase of 0.25%).
2. Effective July 1, 2013, each level in the Apprenticeship Program shall be increased by one (1) salary grade, and each apprentice shall receive the equivalent of a one (1) step salary increase (2.75%). Such increase shall not require a performance evaluation.
*Example: The Pre-Apprentice classification will increase from Grade 15/Step 1 to **Grade 16/Step 1, and** employees' salaries shall be set at Grade 16/Step 1 accordingly.*
3. Effective July 1, 2014, and consistent with Section 2.1.5 of the MOU, each step in the Apprentice Salary schedule shall be increased by an additional 0.25% (resulting in an across-the-board salary increase of 0.25%).
4. Effective July 1, 2014, each level in the Apprenticeship Program shall be increased by one (1) additional salary grade, and each apprentice shall receive an additional one (1) step salary increase (2.75%). Such increase shall not require a performance evaluation.
*Example: Employees classified as Pre-Apprentice will receive a salary increase from Grade 16/Step 1 to **Grade 17/Step 1.***
5. Based on the foregoing, the final step in the Apprentice Salary Schedule shall increase from Grade 40/Step 4 to **Grade 42/Step 4**. It is agreed and understood that any Apprentices completing the Apprenticeship Program following the date of this agreement, shall be placed at Grade 42/Step 4.
6. It is further agreed and understood that any Apprentices completing the Apprenticeship Program following the date of this agreement, but prior to June 23, 2013, shall be exempted from receiving a performance evaluation and/or merit step increase on July 1, 2013. For such individuals, their next performance evaluation and eligibility for merit step increase shall be on July 1, 2014.
7. Apprentices shall remain on the Apprentice Salary Schedule, and shall not be placed on the common evaluation date as other bargaining unit employees pursuant to Section 2.1.4 of the MOU. Accordingly, Apprentices shall continue to receive a performance evaluation every 910 hours straight time working hours (approximately every six months) at the end of each Period.

For the District:



Employee Relations Officer

5/16/13

Date

For the Union:



AFSCME Executive President

5/15/13

Date

UPDATED APPRENTICE SALARY SCHEDULE
APPRENTICE MAINTENANCE MECHANIC (O&M TECH IV) & APPRENTICE MAINTENANCE ELECTRICIAN (O&M TECH IV)
HOURLY/MONTHLY/ANNUAL SALARY SCHEDULE (Unit 02 - General Employee Unit)
Effective April 1, 2012

GRADE	STEP 1			STEP 2			STEP 3			STEP 4			STEP 5			STEP 6			STEP 7			STEP 8			GRADE																																																																																																																																												
15-Pre-Appr	\$15.26	\$2,645	\$31,741	\$15.68	\$2,718	\$32,614	\$16.12	\$2,794	\$33,530	\$16.55	\$2,869	\$34,424	\$17.04	\$2,954	\$35,443	\$17.48	\$3,030	\$36,358	\$17.97	\$3,115	\$37,378	\$18.51	\$3,208	\$38,501	\$18.99	\$3,292	\$39,499	\$19.48	\$3,377	\$40,518	\$20.09	\$3,482	\$41,787	\$20.61	\$3,572	\$42,869	\$21.19	\$3,673	\$44,075	\$21.76	\$3,772	\$45,261	\$22.40	\$3,883	\$46,592	\$23.04	\$3,994	\$47,923	\$23.66	\$4,101	\$49,213	\$24.35	\$4,221	\$50,648	\$25.00	\$4,333	\$52,000	\$25.72	\$4,458	\$53,498	\$26.46	\$4,586	\$55,037	\$27.21	\$4,716	\$56,597	\$27.91	\$4,838	\$58,053	\$28.71	\$4,976	\$59,717	\$29.51	\$5,115	\$61,381	\$30.30	\$5,252	\$63,024	\$31.13	\$5,396	\$64,750	\$32.03	\$5,552	\$66,622	\$32.93	\$5,708	\$68,494	\$33.84	\$5,866	\$70,387	\$34.78	\$6,029	\$72,342	\$35.73	\$6,193	\$74,318	\$36.75	\$6,370	\$76,440	\$37.77	\$6,547	\$78,562	\$38.79	\$6,724	\$80,683	\$39.91	\$6,918	\$83,013	\$40.99	\$7,105	\$85,259	\$42.18	\$7,311	\$87,734	\$43.34	\$7,512	\$90,147	\$44.55	\$7,722	\$92,664	\$45.81	\$7,940	\$95,285	\$47.05	\$8,155	\$97,864	\$48.34	\$8,379	\$100,547	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50

Effective 7/1/2013			Effective 7/1/2014		
Pre-Apprenticeship Entry Level (New Hire - Initial Trial Period)		\$15.72	Pre-Apprenticeship Entry Level (New Hire - Initial Trial Period)		\$16.20
1st - 6-Month Apprentice		\$17.52	1st - 6-Month Apprentice		\$18.06
2nd - 6-Month Apprentice		\$18.56	2nd - 6-Month Apprentice		\$19.08
3rd - 6-Month Apprentice		\$21.24	3rd - 6-Month Apprentice		\$21.87
4th - 6-Month Apprentice		\$22.46	4th - 6-Month Apprentice		\$23.16
5th - 6-Month Apprentice		\$24.41	5th - 6-Month Apprentice		\$25.13
6th - 6-Month Apprentice		\$26.53	6th - 6-Month Apprentice		\$27.35
7th - 6-Month Apprentice		\$28.78	7th - 6-Month Apprentice		\$29.66
8th - 6-Month Apprentice		\$31.21	8th - 6-Month Apprentice		\$32.19

Journey-Level - O&M Tech IV Mechanical or Electrical

\$34.95

Journey-Level - O&M Tech IV Mechanical or Electrical

\$34.95

SIDE LETTER OF AGREEMENT: APPRENTICESHIP PROGRAM
Metropolitan Water District of Southern California ("Metropolitan")
and AFSCME, Local 1902 ("Union")

This is to memorialize that the parties have met and conferred, and agreed to the following terms with regard to Metropolitan's Apprenticeship Program:

1. Existing employees in the Operations & Maintenance Family (referred to in the parties' June 18, 2002 side letter of agreement entitled "Confidential Meet and Confer" as the "Maintenance Family") who enter the Apprenticeship Program shall not be eligible to have their salaries z-rated. They shall instead be eligible to have their salaries y-rated. All other provisions of the June 18, 2002 side letter shall remain in effect and will be incorporated into the next MOU.
2. The Apprentice Salary Schedule, as amended by the parties' "Agreement on Apprentice Salary Schedule," signed by Metropolitan and the Union on May 6, 2013 and May 15, 2013 respectively, shall remain in full force and effect. The parties agree to meet and confer over the Apprentice Salary Schedule whenever necessary to align the Schedule with any negotiated salary adjustments (example: the salary grade changes set forth in Section 2.1.4 of the 2011-16 MOU).
3. [REDACTED], who entered the Apprenticeship Program [REDACTED] [REDACTED] will have his salary z-rated until such time as his advancement in the Apprenticeship Program places him at a salary step that matches or exceeds his z-rate. At that time, the District will provide advance notification to the Union that [REDACTED] shall be placed into the Apprentice Salary Schedule and receive the appropriate pay increases as set forth in the program.
4. The parties will continue to pursue an agreement on negotiable impacts resulting from implementation of an Electrical Cross-Training Program for journey-level O&M Technicians IV/Mechanical in the Desert region, separate and apart from the Apprenticeship Program. Any agreement shall include an initial class of six participants, selected by random drawing. Once completed, there shall be an additional class (or classes) offered to any remaining eligible employees. Selection of participants for the second class shall be based on a random drawing, with the exception that any employees who had expressed interest in, but were not selected for, the initial training class, shall be given priority for the second class.
5. It is agreed that any side letters of agreement pertaining to the Apprenticeship Program which are in effect as of the date of this agreement, including the June 18, 2002 agreement, shall be incorporated as part of renegotiations into the successor Memorandum of Understanding to the 2011-16 MOU, in a manner and format agreed upon by the parties.

SIDE LETTER OF AGREEMENT: APPRENTICESHIP PROGRAM
Metropolitan Water District of Southern California ("Metropolitan")
and AFSCME, Local 1902 ("Union")

For Metropolitan:



Stephen Lem,
Employee Relations Officer

2/21/17

Date

For AFSCME Local 1902:



Alan Shanahan,
Executive President

2/21/17

Date

DISTRICT RESPONSE ON MANAGEMENT BULLETINS

MB 11-25 – Recruitment and Selection

Add the following to Human Resources Recruitment Procedures:

- All candidates meeting the Minimum Requirements for a position shall be allowed to compete in the examination process.
- For each job posting, the hiring supervisor, HR Analyst and EEO Program Manager shall identify job-related criteria which reasonably reflect the skills, abilities or knowledge required for successful job performance in addition to the Minimum Requirements. These skills, abilities or knowledge shall be specifically linked to the job description and noted on the job posting, including the weighting factors that will be used. All candidates competing in the examination process shall be evaluated against these stated skills, abilities and/or knowledge.

The recruitment process including the scoring method outlined below shall be implemented on a 12-month trial basis, commencing on the date this agreement is signed by the parties. After 12 months, the parties shall meet to discuss whether to continue the scoring process outlined below:

- For each job posting, each of the job-related criteria shall be weighted in a manner deemed appropriate by the hiring supervisor, HR Analyst and EEO Program Manager. The weighted criteria shall then be used by panel interviewers in scoring each candidate. Scoring shall be based on a scale of 0-100.
- Internal candidates shall receive first consideration for job vacancies, before any external candidates are interviewed. ***For the first six months of the 12-month trial period, the hiring supervisor shall be required to select from among those candidates scoring 85 or higher based upon the job-related criteria. Nothing shall preclude the hiring supervisor from selecting an internal candidate in those instances where no internal candidate scores 85 or higher. Before interviewing any external candidates, there shall be a written explanation to Human Resources as to why none of the internal candidates were awarded a passing score of 85 or higher. Such justification must be based upon the Minimum Requirements and established criteria listed in the job posting.***
- ***After six months of the 12-month trial period, the parties shall meet to review data on the performance of internal candidates. The District shall provide a listing of each recruitment, which shows the number of internal candidates and their respective scores. If less than 70% of the recruitments resulted in at least one internal candidate scoring 85 or higher, then the threshold score for requiring an internal hire shall be lowered from 85 to 80 for the duration of the trial period.***
- If no external candidate scores better than the highest scoring internal candidate, then the hiring supervisor shall either select an internal candidate, or the position shall be re-posted.

- Desirable Qualifications shall no longer be utilized in job postings.
- During the 12-month pilot period, the District agrees to provide AFSCME Local 1902 with copies of each AFSCME job posting, prior to posting. AFSCME Local 1902 shall then have two (2) business days in which to review and comment on each job posting.

MB 11-26 – Panel Interview Questions

Sections III(A)&(B) of MB 11-26 shall be incorporated into the Human Resources Recruitment Procedures. The following shall also be incorporated into those Procedures, Phase Three (Testing and Interview):

- In preparing technical questions, care will be taken to ensure that the questions are consistent with the level of position posted, as well as with the Minimum Requirements stated in the job description, and with any skills, abilities and/or knowledge stated in the job posting.
- Panel interviewers shall review the job posting and job description for the position being recruited, prior to the interviews. Candidates should also review the job posting and job description prior to interviewing.

MB 11-52 – Job Audit

Include language in new Operating Policy on Classification Studies defining Job Audits (*see attached draft policy*).

Also add the following to new Operating Policy:

- The Human Resources Analyst shall make every effort to be as objective as possible. Job Audits are not intended to measure an employee's abilities or job performance, but rather to measure the job duties required of that employee.

In addition, add the following to Human Resources Job Audit Procedures:

- In instances where employees in different classifications throughout the District perform the same job duties, the Human Resources Analyst will take these facts into consideration.
- The employee, and/or the employee's certified bargaining unit representative shall be entitled to a copy of the job audit report, including all supporting documents upon which the determination is based, upon written request.

MB 11-53 – Job Posting

The District agree to the attached chart on Career Progression Families (see attached), with the following revised footnote: "This chart shows the career progression for each job family. Movement out of job family requires a job audit or job bid. Employees can promote within family without a job audit or job bid."

3/10/2005; 4:28 PM

All vacant AFSCME positions shall be posted.

Add the following to the Human Resources Recruitment Procedures:

- A selection may be made from available qualified candidates after the closing date. If no District applicant is qualified as a result of the interview process, the position may be reposted, outside recruitment may be initiated, or in the event of a concurrent recruitment, external candidates may be interviewed.
- A new or rehired employee may bid on a job posting during the first six months of current employment but shall not be interviewed or otherwise considered unless there are no other bidders or no successful bidders among other candidates. Only one position may be accepted through bidding during the first six months of employment. Employees who are on probationary status shall recommence their probationary period if successful on a bid.
- Successful bidders should be promoted and/or released to the posted position no later than 30 calendar days after acceptance.
- In cases of extreme personal hardship where it is in the best interest of the employee and the District, the employee may be transferred consistent with Section 4.12.2 (Temporary Work Location) and/or 4.12.3 (Regular Work Location) of the MOU.

MB 11-54 – Promotions

Add following language to Section 5.2 (Recruitment and Selection) of the MOU:

“It shall be the District’s policy to hire the best qualified candidates. However, the District and Union shall encourage a general policy of promoting current employees. Accordingly, internal candidates shall be given first consideration for job vacancies. The District shall also make every reasonable effort to offer training opportunities and professional development, in order to prepare employees to assume greater responsibilities (i.e., succession planning).”

Length of service is not a factor in determining eligibility for promotion.

Section III of MB 11-54 is accounted for by Human Resources Recruitment Procedures, Job Audit Procedures, as well as Section 2.4 (Temporary Promotion) of the MOU.

Effective the date of this agreement, the parties agree that when an employee is promoted to a classification in a higher salary grade, he/she shall be placed at the step in the new salary range that will provide an amount *at least* equal or nearest to a two-step increase, not to exceed the top step in the employee’s new salary range.

MB 11-58 – Y-Rating

Currently covered by Section 6208 of the Administrative Code. Section 6208 provides as follows:

"The Chief Executive Officer is authorized to provide for payment at a "Y" rate to any employee whose position is reclassified to a position in a lower pay rate or the pay rate of whose position is reduced and the Chief Executive Officer may maintain the employee at a "Y" rate until such time as the Chief Executive Officer deems the "Y" rate to be no longer justified. As used herein, "Y" rate means a pay rate higher than the highest rate applicable to the employee's position."

During the 2005 annual "clean-up" of the Administrative Code, Section 6208 will be amended to include the definition of a Y-rate as stated in the old Management Bulletin 11-58.

* * *

The District agrees to meet with AFSCME Local 1902 to discuss any changes to its Operating Policies or Human Resources Procedures, prior to enacting such changes. However, the District shall only be required to meet and confer with AFSCME Local 1902 over changes which specifically impact wages, hours, or other terms and conditions of employment.

In light of the foregoing, the parties agree that each of the old Management Bulletins have been properly accounted for in an acceptable manner, and shall not be cited, or introduced as evidence, in connection with any pending or future grievances. However, it is understood and agreed that the portion of this agreement relating to the old Management Bulletin 11-52 (Job Audit) may be cited in any pending grievances/appeals regarding job audits. In addition, Hearing Officer's Radar's decision in the matter of [REDACTED] shall not be cited as precedential in any context, or in any forum.

The parties further agree that all pending grievances and appeals regarding job postings and recruitment (as indicated on attached list) shall be resolved in the following manner:

- 1) *In any recruitment where there was an internal candidate who achieved an interview score of 80 (defined as 80/100, or 80%) or higher but an external candidate was hired, the employee shall have the first right of refusal for any future recruitment of the same classification for which he/she meets the Minimum Requirements, or promotional opportunity in his/her work unit for which he/she meets the Minimum Requirements. The employee shall only have one opportunity to refuse a position for which he/she qualifies.*
- 2) *In the event that more than one internal candidate achieved an interview score of 80 or higher, only the highest ranked internal candidate shall have the right of refusal under this provision. In the event that two or more internal candidates achieved the same interview score, the right of refusal*

shall be offered in order of District seniority, with the most senior employee being offered the right of refusal first.

- 3) *This provision shall not apply to any employee who was promoted subsequent to the grieved job posting, either to the same classification, or equivalent classification.*
- 4) *The District agrees to provide AFSCME Local 1902 with a list of all impacted internal candidates, if any, for each of the grievances listed in the attachment, indicating whether such internal candidates achieved a score of 80 or higher. The District shall also provide any documentation showing why an internal candidate did not achieve a score of 80 or higher*
- 5) *In the event no scoring occurred, the Human Resources Section Manager shall review the recruitment file to determine whether the internal candidate could reasonably have achieved a score of 80 or higher. The recruitment file will be shared with AFSCME Local 1902 prior to a determination being made.*

[REDACTED]

[REDACTED]

AFSCME Local 1902 agrees not to petition for Supreme Court review of the recent Court of Appeal decision, provided the District agrees to forego all attorneys' fees and costs at trial and on appeal.

The parties agree that grievance #0311G080 is withdrawn with prejudice, subject to the following. Affected employees will be made whole by recognizing a six-month probationary period for an out-of-family promotion, including a minimum two-step merit salary increase for successful completion of the probationary period, in accordance with the parties' Side Letter of Agreement dated December 12, 2001.

Grievance #0408G138, regarding promotions within the Water Resource Management Group, is withdrawn with prejudice.

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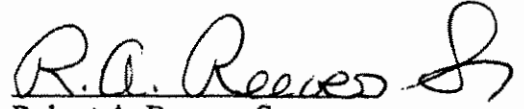
For the District:



Deborah Roberson-Simms,
Human Resources Section Manager/
Employee Relations Officer

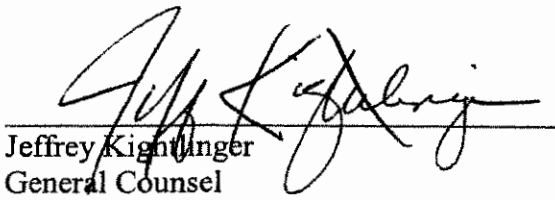
3/10/05
Date

For the Union:



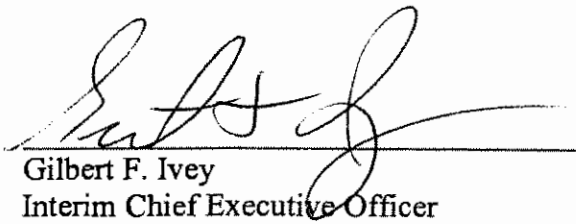
Robert A. Reeves, Sr.
Executive President,
AFSCME, Local 1902

03-10-05
Date



Jeffrey Knightinger
General Counsel

3/15/05
Date



Gilbert F. Ivey
Interim Chief Executive Officer

3/15/05
Date

SETTLEMENT AGREEMENT

The Metropolitan Water District of Southern California (the "District") and the American Federation of State, County and Municipal Employees, Local 1902 ("Local 1902") agree to the following with respect to travel expenses for Local 1902 bargaining unit members traveling on union-related business.

1. The District will fully reimburse Local 1902 for travel expense costs incurred by Local 1902 since Spring 2008, for employees based at the District's Desert facilities or the Skinner Treatment Plant who attended Local 1902 Executive Board meetings.

2. The District and Local 1902 agree to meet and confer with respect to travel expenses for Local 1902 bargaining unit members traveling on union-related business.

3. Until the meet and confer with respect to travel expenses for Local 1902 bargaining unit members traveling on union-related business is completed, Local 1902 bargaining unit members, whose workplace is at the District's Desert facilities or Skinner Treatment Plant, and who are pre-approved to stay overnight to attend MOU-authorized executive board meetings, will be provided travel reimbursements as follows:

- The District will respond to requests for pre-approval within three days of the request.
- Pre-approval and permission to leave will be granted in accordance with the MOU.
- Reimbursements will be made in accordance with the MOU.

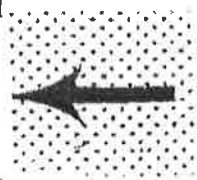
This provision can only be changed after the meet and confer process has been completed.

4. On a forward-going basis, each appeal hearing for any grievance filed by employees at the Desert facilities and/or the Skinner Treatment Plant will be held at a location mutually agreeable to Local 1902 and the District, or, if an agreement cannot be reached, as determined by the hearing officer.

5. Local 1902 will withdraw its charge in the PERB Case No. LA-CE-485-M, and will request dismissal of the case with prejudice.

Dated: 8/12/09

[Signature]
AFSCME Local 1902



Dated: 8/12/09

[Signature]
Metropolitan Water District
of Southern California

FINAL
AGREED 2/16/11

FLEET MAINTENANCE

LEAD PERSON RESPONSIBILITIES

Lead assignments shall be made in conformance with AFSCME Local 1902 MOU Section 2.6 – Lead Pay.

A lead person is a working leader. The lead person performs tasks substantially similar as the employees under his or her leadership. In addition, he or she has responsibility for assisting the manager in carrying out certain aspects of the manager's responsibility. A lead person can function anywhere on a continuum of tasks from merely answering technical questions or handling the more difficult assignments at one end to performing a full range of stronger tasks such as assigning tasks within the work project, and reviewing work, at the other end. The following is a list of responsibilities that you, as a lead person within Fleet Maintenance, will be called on to perform:

1. Assist in scheduling PM's and CM's.
2. If there is a repair that will exceed \$1000.00, the lead person shall contact his Team Manager who will give you the steps necessary to expedite this type of purchase. Be ready to give a business case and all the information needed to proceed.
3. Make sure when you are lead to stay within the constraints of all current purchasing contracts. If you're not sure, please contact the Fleet Team Manager. If unavailable, contact the Fleet BST Manager. Make sure the person initiating the requisition receives the original receipt in a timely manner, (make a copy for our records).
4. Once all repairs or services are completed on the vehicles or equipment, be sure to notify the owner or Team Manager. This will provide them ample time to make the need arrangements for pick up.
5. Lead personnel should have no reason for leaving the facility for road calls, reviewing projects, running for parts, assisting other work groups, except if you are the lead over multiple locations. If for any reason you need to leave, inform your fellow workers.
6. All leave time is to be approved by the Fleet Team Manager. If I'm on leave, employees are to forward the leave request to the Fleet Unit Manager for approval, (at no time is the lead person to approve leave.)
7. All employees are to contact their Fleet Team Manager if calling in sick or requiring personal leave pursuant to the MOU. Moreover, if the Team Manager is unavailable by land line, call his cell. The lead person is not to be the messenger between the employee and the Fleet Team Manager on these communications.
8. Assist in scheduling 90 day inspections with Team Manager.

9. If you should run into a personnel problem, contact the Fleet Team Manager immediately, do not try to handle it yourself,
10. If an accident or injury should occur, notify the local administration office and seek medical attention if need. If necessary, call 911 for emergency assistance.
11. Follow all safety requirements and District policies.
12. Assist with scheduling as the daily activities require.
13. Each morning at 0600 hrs, the lead persons are to call the Audio Conference Bridge to discuss daily activities and critical projects. Also they are to email their Fleet Team Manager the Daily Unit Repot by 0700 hrs with each employee's work assignments and attendance.
14. Report all Haz Mat spills to the appropriate person and also inform your Team Manager.
15. Other related duties as needed as per the employees' job description.

Note: These are some but not all of the responsibilities you will be accountable for. Keep in mind, duties and responsibilities may change as business and the District requirements evolve. This document is not intended to restrict an employee's eligibility for Temporary Promotion pursuant to the MOU.

SIDE LETTER OF AGREEMENT RE:
ADVANCEMENT TO O&M TECHNICIAN IV/MECHANICAL
FOR NON-APPRENTICESHIP EMPLOYEES

**BETWEEN THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA (“DISTRICT”) and
THE EMPLOYEES ASSOCIATION OF
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AFSCME, LOCAL 1902 (“AFSCME”)**

WHEREAS, the attached list of employees (*see attached*) in the O&M Technician classifications (“impacted employees”) work in apprenticeable trades, but are not enrolled in the District’s Joint Apprenticeship Program; and

WHEREAS, it is the intent of Water System Operations Management (“WSO”) to promote individuals to the journey-level classification of O&M Technician IV/Mechanical (“journey-level”) who successfully complete the Joint Apprenticeship Training Program (“Program”); and

WHEREAS, the District and AFSCME share the goal of providing impacted employees identified on the attached list, and those that may be impacted in the future resulting in expansion of the list, with a pathway to the journey-level short of enrolling in the Program;

THEREFORE, the parties have met and agreed as follows:

1. Any of the impacted employees identified on the attached list who are interested in promoting to the journey-level shall identify themselves to the WSO Group Manager in writing or via email within ninety (90) days from the date of this agreement. Such employees shall be considered eligible for participation in the opportunity provided under this agreement. Thereafter, any future impacted employees at the level of O&M Technician II/III - Mechanical who are interested in promoting to the journey-level, will also be eligible to participate in future training opportunities. Any future impacted employees shall identify themselves to the WSO Group Manager on an annual basis during the month of June.

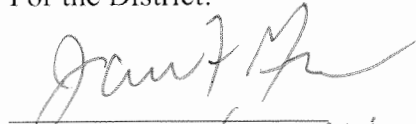
WSO shall conduct an initial assessment of eligible employees expressing interest. The purpose of this initial assessment shall be to identify those skills, knowledge, and abilities in which the employees may be deficient and in need of further training. The assessment shall cover six core areas of knowledge/skill-sets related to the Journey-level classification in accordance with the attached table. Practical application exercises will be used in assessing a minimum level of proficiency.

Employees may decline a skills assessment for any or all core areas. However, declining a skills assessment or failure to demonstrate satisfactory proficiency on an assessment exercise will require an employee to undergo further training in that area. An employee’s declination or failure on any portion of the assessment shall not be reflected in a negative manner on his/her annual evaluation.

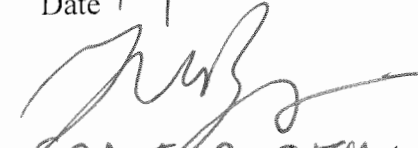
2. WSO shall then provide each eligible employee with training that is specifically tailored to those areas in which the initial assessment found them to be deficient. Post-assessment training for the six core areas will be provided as needed within a six-month period after completion of the assessment. Employees requiring similar training may be grouped into courses for efficiency and continuity of instruction.
3. Employees who participate in this training to reach the journey-level shall continue to receive their annual evaluations on their regularly scheduled date. Furthermore, such employees shall still be eligible for merit increases while participating in the training if they are not at the top of their respective salary ranges. If an employee chooses to discontinue participation in the skills training after beginning classes, the employee shall remain in his/her previous position without any adverse change in pay.
4. Upon completion of said training, each impacted employee shall be given a hands-on examination(s) in requisite core areas. Upon passing such examination(s) an employee shall be promoted to the journey-level (O&M Technician IV/Mechanical) on the first day of the next pay-period following the passing of said examination. An employee who completes the program shall be placed at the salary step in the salary range for O&M Technician IV/Mechanical which provides for a two-step salary increase per the MOU. If a two-step salary increase is insufficient to place the employee at Step 1 for O&M Technician IV/Mechanical, then the employee shall receive a salary step increase sufficient to place him/her at Step 1.
5. As soon as practicable after promotion to journey level, employees shall be enrolled in and required to complete two additional skills development training courses. These courses are identified as Basic Machine Shop Skills and Basic Welding Skills. The courses will be provided during working hours at no cost to employees, through the local community college system, consistent with the current Apprenticeship Program courses.
6. Eligible employees must complete both the Basic Machine Shop Course and Basic Welding Course. All course-required reading and practical exercises must be completed; however there will be no minimum test scores required for completion of these two courses.
7. This agreement resolves any outstanding job audits and/or job audit grievances filed by any of the impacted employees as of the date of this agreement. The Union agrees to withdraw with prejudice, its pending grievance specifically regarding District job posting #3099901.
8. Impacted employees reserve the right to file a job audit request subsequent to the execution of this agreement. Although it is not the intent of this agreement to eliminate promotional opportunities through the O&M Technician apprenticeable trades (i.e., O&M Technician I, II, III, IV), an impacted employee shall not be promoted to the journey-level via a job audit. Rather, for any impacted employee found to be working at the journey-level as the result of a job audit, Section 5.3.6 (B), Effect of Reclassification, of the MOU shall apply.

(Cont. next page)

For the District:


JIM GREEN


11/8/12
Date


GRANT BURTON
HR MGR.
BRD
11/8/12

For AFSCME, Local 1902:


Steph Williams

11/8/2012
Date


ALAN SHAW
EXEC. VP
11/8/12

Side Letter Agreement - Non Apprentice Skill Set Assessment and Training Table

COURSE NUMBER	DESCRIPTION *** Denotes Practical Skill Assessment Exercise	Course lengths are estimated and subject to change as necessary
Course 1	Core Area 1 – Specifications, Drawings, and Measurements <ul style="list-style-type: none"> • Reading Drawings and Specifications • Elevations and Hydraulic Gradient • Fabrication and Assembly Tolerances • Using Precision Measuring Tools*** 	4-day class
Course 2	Core Area 2 - Pumps, Lubrication and Alignment <ul style="list-style-type: none"> • Centrifugal • Positive Displacement • Vertical • Multistage • Packing and Mechanical Seals • Lubrication • Bearings • Coupling Replacement and Alignment*** 	4-day class
Course 3	Core Area 3 - Mechanical Drive Systems <ul style="list-style-type: none"> • Gear Reducers • Sprockets • Pulleys • Shafts • Couplings • Belts and Chains – Proper Alignment/Tension*** 	4-day class
Course 4	Core Area 4 - Valves <ul style="list-style-type: none"> • Butterfly • Slide Gates • Pressure Relief • Pressure Regulating & Pilot Adjustment*** • Plug • Packing Replacement*** • Lubrication 	4-day class
Course 5	Core Area 5 - Industrial Piping <ul style="list-style-type: none"> • Black • Galvanized • Copper • Cast Iron • Transite • PVC/CPVC/ABS and Proper Connections*** • Stainless Steel • Hasteloy/PVDF • Solder Connections*** • Threaded Connections*** 	4-day class
Course 6	Core Area 6 - Distribution System and Treatment Process Piping <ul style="list-style-type: none"> • Pipelines and Types • Flange Removal/Installation • Gaskets and Types • Proper Torque of Fasteners*** 	3-day class
Course 7	Basic Welding	2- days/month/one semester (6 mo.)
Course 8	Basic Machining	2- days/month/one semester (6 mo.)

Settlement Agreement to Resolve Bargaining Impasse:
Student Intern Desert Salary
April 5, 2016 at 3:00 p.m.

As a compromise to resolve the parties' current bargaining impasse over the classification of "Student Intern Desert", the parties have met and agreed as follows:

- The classification shall be placed at Salary Grade 10, and all individuals hired in CY 2016 shall be placed at Step 1 (\$13.69/hour, subject to change per the Memorandum Of Understanding between the Metropolitan Water District of Southern California and AFSCME Local 1902 (hereinafter "MOU" on July 1, 2016). Thereafter, in subsequent calendar years, individuals shall be hired at no less than the following salaries:
 - CY 2017, Salary Grade 10/Step 2 (currently \$14.10/hour, subject to change due to any MOU negotiated salary increases)
 - CY 2018, Salary Grade 10/Step 3 (currently \$14.49/hour, subject to change due to any MOU negotiated salary increases)
 - CY 2019, Salary Grade 10/Step 4 (currently \$14.94/hour, subject to change due to any MOU negotiated salary increases)
- Effective the first day of the payroll period which includes August 7, 2014, and lasting through the duration of their employment in the classification of "Student Intern Desert", all employees named in the Union's petition which was received by the District on August 7, 2014, shall be placed at Salary Grade 10/Step 1 (\$13.69/hour).
- All other employees shall be placed at Salary Grade 10/ Step 1 (\$13.69/hour) retroactive to first day of the payroll period which includes their first date of hire as a "Student Intern Desert" and lasting through the duration of their employment in that classification.
- Retroactive pay shall be for all hours paid, inclusive of overtime, in which the individual was employed in the classification of "Student Intern Desert".

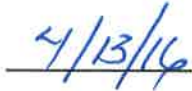
- Individuals holding the classification of “Student Intern Desert” shall be Temporary full-time, and as such benefits shall be provided in accordance with Section 4.11(C) of the MOU. As bargaining unit employees, salaries shall be governed by Section 2.1 of the MOU. Paid sick leave shall be provided consistent with State law.
- The agreed upon “Student Intern Desert” job description is attached to this proposal.
- Meals and Lodging
 - While assigned to the regular work location at Gene, meals and lodging will not be provided at District expense. Lodging, when available, may be purchased at a cost of \$25/day. Meals may be purchased at a cost of \$5 (breakfast), \$10 (lunch), or \$15 (dinner). It is understood that the Gene kitchen may not be open and operational each and every day. As such, meal availability cannot be guaranteed on those days in which the kitchen is otherwise closed.
 - When assigned to Eagle, Iron or Hinds, employees shall be provided meals and lodging at District expense.
 - An intern shall have the option of receiving lodging beginning the evening prior to the start of his/her workweek (e.g., Sunday evening before beginning work Monday morning), and ending the evening prior to the last day of his/her workweek. At Gene, such lodging shall be at the expense of the intern, and subject to availability.
 - Meals will be provided beginning with breakfast on the first day of the employee’s assigned workweek. Breakfast, lunch and/or dinner will continue to be provided throughout the workweek during the kitchen’s normal business hours. At Gene, such meals shall be at the expense of the intern, and subject to the kitchen being otherwise open and operational.
 - Notwithstanding the provisions above, lodging shall not be provided to interns assigned to work at the same facility at which they regularly reside in District Desert housing (e.g., intern resides at Gene housing, and is assigned that week to work at Gene). Interns

assigned to work at the same facility at which they regularly reside in District Desert housing will be provided with lunches only.

For AFSCME Local 1902



Alan Shanahan
Executive President



Date

For the Metropolitan Water District



Stephen Lem
Employee Relations Officer



Date

SIDE LETTER OF AGREEMENT:
ELECTRICAL CROSS-TRAINING DIRECTED STUDY PROGRAM
Between the Metropolitan Water District of Southern California ("Metropolitan")
and The Employees Association of The Metropolitan Water District of Southern California
("AFSCME Local 1902")

This is to memorialize that the parties have met and conferred over impacts arising from the District's new Electrical Cross-Training Directed Study Program for Desert O&M Technician IV-Mechanical employees. The program is scheduled to begin as soon as administratively possible following execution of this signed agreement, and is expected to last 18 months for each new class of eligible employees.

The items listed below have been identified as impacts and the parties agree as follows:

Program Application and Acceptance:

1. This program will be open to a maximum of six (6) qualified O&M Technician IV-Mechanical employees per class. In order to ensure a representative class, the complement of participants shall consist of not more than one (1) employee from each of the Remote Location Pumping Plants; Eagle Mtn., Iron Mtn., and Hinds, and a combined total of three (3) employees from the Gene and Intake Pumping Plants. In the event that staffing complements at the plant(s) are at a level where additional participants can be considered while maintaining necessary coverage, Management may consider increasing the class size at its sole discretion.
2. O&M Technician IV-Mechanical employees currently assigned to a Desert Pumping Plant team with a minimum of three years' journey level experience on a Desert Pumping Plant team or Desert Aqueduct Pump Maintenance Team may apply for participation. From the pool of qualified applicants, employees will be selected by random drawing.

Program Requirements

3. The required 336 hours of class/shop time (per Program curriculum), will be completed during regular working hours.
4. The required 1200 hours of on-the-job-training (OJT), will be completed during regular working hours.
5. Written and demonstrated proficiency tests must be passed with scores of not less than 70%.
6. Though the majority of courses will be offered at the Desert facilities, on occasion, participants will be required to travel to Metropolitan's Diamond Valley Training Center. Travel status for participants will comply with the travel provisions of the current MOU.

Program Disqualification:

7. Testing - Participants will be given up to three (3) attempts to pass any given test during the program. Failure to achieve a passing score on a test after three attempts will disqualify the participant from continuing in the cross-training program. Participants must pass each test prior to proceeding to the next scheduled course.

SIDE LETTER OF AGREEMENT:
ELECTRICAL CROSS-TRAINING DIRECTED STUDY PROGRAM
Between the Metropolitan Water District of Southern California (“Metropolitan”)
and The Employees Association of The Metropolitan Water District of Southern California
(“AFSCME Local 1902”)

8. Attendance - A total of four unexcused class absences will disqualify the participant from the program. Reasonable attempts will be made to schedule make-up sessions for missed classes due to emergency or illness, however, this may delay program completion.
9. Transfers - An employee, who transfers to a non-Desert facility during the time he is participating in the program, will not be eligible to continue in the program. Transfers within Desert facilities will not result in disqualification.
10. Program disqualification, failing test scores, and/or non-completion of the program will not be cited as the basis for a less than “Meets Standards” performance evaluation.

Promotional Opportunities:

11. This program is intended to provide an opportunity for Desert O&M Technician IV-Mechanical employees to receive requisite training that will ensure employees meet the minimum qualifications for electrical experience when applying for vacant Pump Plant Specialist positions if and when such opportunities become available. However, it is agreed and understood that completion of the program shall not guarantee a promotion or reclassification to Pump Plant Specialist.
12. O&M Technicians IV-Mechanical employees who have completed the program will not be required to perform electrical duties outside of their job description on a regular basis. However, they will be qualified to be temporarily promoted to the classification of Pump Plant Specialist under the Temporary Promotion provisions of the MOU.

Pump Plant Specialist Job Description Modifications:

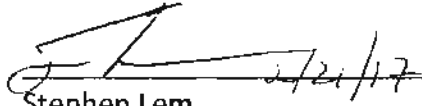
13. The existing Pump Plant Specialist job description language will be modified to include successful completion of this program as one option for O&M Technician IV Mechanical employees to meet the Minimum Requirements for electrical training and experience. The Pump Plant Specialist Job Description will otherwise remain unchanged.

Expiration:

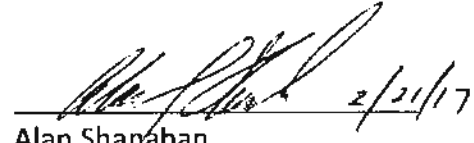
14. Upon completion of the first 18-month program, the parties agree to meet upon request of either party, to assess the program and its effectiveness. If there are additional eligible and interested employees at the conclusion of the first program, there shall be a second 18-month training program offered, with priority given to any interested employees who were not selected for the initial program. Subsequent offerings/sessions under this program may be provided, as determined by management, or the parties may meet and confer upon request of the Union as to whether additional offerings/sessions will be provided.

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For Metropolitan:


Stephen Lem,
Employee Relations Officer

For AFSCME, Local 1902


Alan Shanahan,
Executive President

Electrical Cross-Training for Desert Pump Plant Journey Mechanics Directed-Study Program

*Curriculum
not included &
attached as
reference
11/17*

General Terms

- Participants must meet the qualifications and selection terms of the executed agreement to participate.
- Class and shop training for participants will be during regular working hours.
- Employees are expected to commit to class attendance, necessary home study, passing tests, and demonstrated proficiency testing.
- Training resources will include Apprenticeship, On-line, and other suitable curriculum.
- The program Length is estimated 18 to 24 months to coincide with training and OJT requirements.
- The program consists of 336 hours of class/shop time and 1200 hours of OJT.
- Coursework/OJT is intended to provide specific electrical cross training, and include the experience knowledge and safety requirements included in HSE 112.
- Courses include written tests and demonstrated proficiency/practical skills testing.
- Tests are graded and passing scores are required to pass and continue participation (see agreement for specifics).

Curriculum

- Journey mechanics attend courses covering nine core areas of study (see attached curriculum sheet).
- Courses and shop time will be spread over approximately 42 days and is generally divided into 2 to 3-day sessions; approximately one month apart over the 18 to 24 month program.
- Coursework includes home study, commercially available training resources (such as TPC), and other suitable resources.
- On-line courses may be used as practicable.
- The list of courses and identified core study areas are as shown on the attached sheet.
- Courses are condensed and not intended to substitute for completion of a full Electrical Apprenticeship Program.
- SOOM High Voltage Switching and Lockout/Blockout are required and already offered as separate courses.

On the Job Training and Experience

Participants (O & M Tech 4 Pumping Plant mechanics) will complete 1200 hours of electrical OJT as prescribed (See attached OJT chart) over an 18 to 24 month period.

- Courses and OJT are intended to be completed concurrently as practicable.
- Management will ensure OJT is made available.
- OJT hours will be tracked in WorkTech using existing Apprenticeship OJT Codes.
- Employees will enter the appropriate codes in the WorkTech memo field for qualifying OJT experience.
- Managers will review and approve OJT hours through WorkTech.
- Progress and completion is tracked through periodic WorkTech downloads.
- Participants and managers may request progress updates from Program administrators.

ELECTRICAL CROSS TRAINING CURRICULUM

COURSE NUMBER	DESCRIPTION	Course lengths are estimated and subject to change as necessary Classes/shop are 8 hours in length
Course 1	Core Area 1 – Basic Electricity and Circuits <ul style="list-style-type: none"> • Basic AC and DC theory • Battery basics • Basic circuit design • Multi-meter basics • Electrical safety 	3-day class
Course 2	Core Area 2 – Transformers and Motors <ul style="list-style-type: none"> • AC Motors and DC Motors • Variable Speed Motors • Variable Frequency Drives • Frame and Horsepower Sizing • Synchronous Motors • Transformer Theory – Single and 3 Phase • Transformer Connections • Motor and transformer troubleshooting/testing 	6 days (two, 3-day classes; one month apart)
Course 3	Core Area 3 – Basic Motor Controls <ul style="list-style-type: none"> • Control and Power Circuits • Relays, Starters, and Contactors • Fuses, Heaters, and interlocks • Local and remote switches and devices 	9 days (three, 3-day classes; one month apart)
Course 4	Core Area 4 – Schematics, Drawings, and Wiring Diagrams <ul style="list-style-type: none"> • Reading Circuit Schematics • Reading industrial power and lighting plans • Reading underground circuit plans • Understanding circuit protection and isolation 	3-day class
Course 5	Core Area 5 – Basic Circuit Troubleshooting <ul style="list-style-type: none"> • DC Circuits and Batteries • Lighting and Distribution panels/circuits • Power Supplies and Transformers • Motor Circuits 	4 days (two, 2-day classes; one month apart)
Course 6	Core Area 6 – Intermediate Troubleshooting <ul style="list-style-type: none"> • Ladder Diagrams/Motor Controls • Interpreting Meter Readings and Test Results • Fault Tracing 	4 days (two, 2-day classes; one month apart)
Course 7	Core Area 7–High Voltage Equipment <ul style="list-style-type: none"> • Exposed and enclosed Buswork and safe distances • Large Transformers • Enclosed and Open Switchgear • Oil, Air, SF6, and Vacuum Circuit Breakers • Maintenance Practices 	6 days (two, 3-day classes; one month apart)
Course 8*	Core Area 8 – Code Basics <ul style="list-style-type: none"> • Navigating The NEC Code Book • Electrical device nomenclature • Conduit and wire type/sizing • Grounding and Bonding • Hazardous/Specialized environment equipment • Circuit Protection – Breakers, Fuses, Relays, 	4 days (two, 2-day classes; one month apart)
Course 9	Core Area 9–Programmable Logic Controllers <ul style="list-style-type: none"> • PLC Basics • I/O Devices 	3-day class

Recommend minimum one month between courses and one month between split sessions. (may be altered due to logistics)

**ELECTRICAL CROSS TRAINING
FOR JOURNEY MECHANICS
OJT PROCESS & TASK CODES**

PROCESS CODE	TASK CODE	DESCRIPTION	OJT HOURS
EL-A		Power Systems – Low Voltage – 12V, 24V, 36V, 48V (installation & maintenance)	50
	EL-A1	Battery Chargers	
	EL-A2	Low Voltage Power Supplies	
EL-B		Power Systems – Standard Voltage - AC/DC - 120V thru 600V (installation & maintenance)	500
	EL-B1	Load Centers, Panelboards & Safety Switches	
	EL-B2	Circuit Breakers & Fuses	
	EL-B3	Controllers & Overload Protection	
	EL-B4	Uninterruptible Power Supplies	
	EL-B5	Motors	
	EL-B6	Generators & Alternators	
	EL-B7	General Conduit and Wiring (all systems)	
	EL-B8	Electrical Testing	
	EL-B9	Batteries	
	EL-B10	Material Handling	
	EL-B11	Grounding	
EL-C		Power Systems – High Voltage - over 600V (installation & maintenance)	250
	EL-C1	Substations/Switchrack Arrangements	
	EL-C2	Circuit Breakers & Fuses	
	EL-C3	Disconnect Switches	
	EL-C4	Capacitors	
	EL-C5	Transformers	
	EL-C6	Grounding	
EL-D		Lighting Systems (installation & maintenance)	50
	EL-D1	Incandescent	
	EL-D2	Fluorescent	
	EL-D3	Low Voltage & Specialty	
	EL-D4	High Intensity Discharge (HID)	

**ELECTRICAL CROSS TRAINING
FOR JOURNEY MECHANICS
OJT PROCESS & TASK CODES**

PROCESS CODE	TASK CODE	DESCRIPTION	OJT HOURS
EL-E		Control Systems (installation & maintenance)	300
	EL-E1	DC Controls	
	EL-E2	AC Controls	
	EL-E3	SCADA	
	EL-E4	Programmable Logic Controllers (PLC)	
	EL-E5	Process Controls	
	EL-E6	Electric Doors & Entrance Gates	
	EL-E7	Air Conditioning & Heating Controls	
EL-E8	Variable Speed Controllers		
EL-F		Signal/Instrumentation Systems (installation & maintenance)	50
	EL-F1	Fire Alarms	
	EL-F2	Public Address/Sound (PA)	
	EL-F3	Telephone	
	EL-F4	Close Circuit TV	
	EL-F5	Security Systems	
	EL-F6	Annunciators	
	EL-F7	Grounding	

Total Electrical OJT Hours Required 1200

Curriculum Resources

(To be determined by the instructor depending on best fit for each course)

Apprenticeship Program Resources

- Amatrol work books
- Amatrol training equipment - semi-portable and available as noted above
- Petruzella Powerpoint presentations (printed copies provided to students for reference)
- Other handouts: TPC, TEES, instructor-created
- American TrainCo (www.americantrainco.com)
- NTT Training (www.nttinc.com)
- AVO Training Institute (www.avotraining.com)
- TPC Courses
 - 1) TPC 201 Basic Electricity & Electronics
 - 2) TPC 202 Batteries and DC Circuits
 - 3) TPC 203 Transformers & AC Circuits – Differences Between AC & DC Circuits
 - 4) TPC 204.1 Electrical Measuring Instruments
 - 5) TPC 206 DC Equipment & Controls
 - 6) TPC 207 Operating & Maintaining Single-Phase Motors
 - 7) TPC 208 Three-Phase Systems
 - 8) TPC 209 AC Control Equipment
 - 9) TPC 251 Semiconductors
 - 10) TPC 252 Power Supplies

Optional/Alternative On-line courses and materials

- Red Vector Courses
 - 1) NFPA 70E & Electrical Hazard Analysis
 - 2) AC Motor Controller Maintenance, Part 1
 - 3) AC Motor Controller Maintenance, Part 2
 - 4) Basic Electrical Review
 - 5) Conductors
 - 6) DC Fundamentals Review
 - 7) DC Motor Maintenance
 - 8) Electrical 2: Circuit Breaker and Fuses
 - 9) Electrical 2: Grounding
 - 10) Electrical Equipment AC & DC Motors
 - 11) Electrical Maintenance: Battery Systems
 - 12) Electrical Maintenance: Troubleshooting Electrical Circuits
 - 13) Grounding
 - 14) Kirchhoff's Law
 - 15) Maintenance of Low-Voltage Circuit Breakers
 - 16) Measuring Current, Voltage and Resistance
 - 17) Power Plant Protection: Fundamentals
 - 18) Series Circuits
 - 19) Series-Parallel Circuits
 - 20) Synchronous Motor and Controller Maintenance
 - 21) Three-Phase AC Induction Motor Maintenance
 - 22) Variable Speed Drives: System Troubleshooting, Part 1
 - 23) Variable Speed Drives: System Troubleshooting, Part 2