

**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, 2022 - December 31, 2026

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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 listed in the District's October 10, 1978, certificate of recognition, MOU Appendix C. and excludes: (1) those employees classified as confidential, management, or supervisory employees; (2) and those employees classified as unrepresented in Administrative Code Section 6500.
- 1.1.3. Accordingly, it is agreed that the negotiated provisions of this MOU apply solely to employees of Unit (2).
- 1.1.4. 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.
- 1.1.5. At the creation of a new job description, the District will inform all bargaining units of the initial designation of the bargaining unit.

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 their designee (address: AFSCME Local 1902, 700 North Alameda Street, Los Angeles, California 90012).

SECTION 1.3 - TERM

- 1.3.1. This MOU shall be effective as of January 1, 2022, subject to approval by the Board of Directors of the District, and shall remain in full force and effect to and including December 31, 2026.

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. The following items will be removed from the 2022/24 MOU re-opener items and dealt with in successor MOU negotiations:
- A. Evaluation and Merit Increase Modifications
 - B. Background checks for internal candidates
 - C. Binding arbitration
 - D. Special Leave

E. Fertility Treatment Options

1.5.5. The following items will be removed from the 2022-23 MOU re-openers and dealt with in a 2024 reopener, and the parties agree to make every reasonable effort to complete those negotiations by July 2026. The parties may agree to reopen sooner by mutual agreement, but no sooner than July 1, 2024:

A. Classification Study

1. This study will update compensation, job descriptions, and develop a policy relating to compression, compaction, and market percentile comparison (e.g., 75th or 90th percentile) and in no event shall this classification study result in a reduction of the base pay for any incumbents in the classifications.

B. Staffing Study

1. The parties mutually agree to study appropriate staffing levels and overtime for the AFSCME bargaining unit for presentation to the MWD Board of Directors and use in determining reasonable staffing levels and workloads.

C. Incorporation of Sideletters

D. Drone/UAV Classification(s)

1.5.6 The District and AFSCME agree the following items remain open during the 2022-26 MOU and the parties agree to make every reasonable effort to complete those negotiations by the end of the MOU term, December 31, 2026:

- A. Recruitment Manual
- B. Health and Safety Policy and MOU Language
- C. Drug-Free Workplace Policy and MOU Language
- D. District Housing
- E. Retiree Dental and Vision
- F. Teleworking Policy
- G. Vanpools, Stipend, Rideshare & Parking
- H. Bargaining Unit MOU Language Equity

I. Deferred Compensation (401/457) Manual/Guidelines

- 1.5.7. It is agreed and understood that during Re-Opener Negotiations, all other terms and conditions of the 2022-26 MOU shall remain in full force and effect, and 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 unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors and ratified by the AFSCME membership. Further, 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 not covered by this provision.

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. Salaries

During the term of this 2022-26 MOU, should another bargaining unit negotiate across-the-board salary increases greater than the across-the-board salary increases outlined in this section, the difference shall be applied to AFSCME effective the same date and the same manner as negotiated by the other bargaining unit (e.g., AFSCME and the District negotiate a 3% salary increase effective July 1, 2022. Another bargaining unit negotiates a 4% salary increase effective July 1, 2022, in which case AFSCME shall receive an additional 1% effective that same date). This provision shall not apply to salary equity adjustments for individual job classifications, premium pays, or any other forms of compensation that another bargaining unit may negotiate. The salaries in effect on January 1, 2022, shall change on the dates and as prescribed below.

- 2.1.2. Effective the first day of the pay period which includes July 1, 2022, 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.
- 2.1.3. Effective the first day of the pay period that includes July 1, 2023, 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.
- 2.1.4. Effective the first day of the pay period that includes July 1, 2024, 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, 2025, there shall be an increase of 4.0% 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, 2026, there shall be an increase of 4.0% for each employee who is represented by the bargaining unit as of that date.
- 2.1.7. 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.

2.1.8. 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.

2.1.9. **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.

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.

2.1.10. **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 2022-2026 MOU.

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

2.1.11. The District shall provide a one-time lump-sum non-PERSable COVID Essential Worker payment to current eligible employees in the amount of Three Thousand Five Hundred Dollars (\$3,500) within 90 days following approval of this MOU by the Board of Directors. To be eligible for this

payment, employees must have met the following criterion during the time-period of April 2020 to April 2022:

- A. the employee must have been required by the District to report to work on a daily basis;
- B. the employee must not have been able to utilize teleworking options on a regular/recurring basis;

- 2.1.12. AFSCME and District agree to develop a list of AFSCME employees who continued to work without the ability to telework on a regular / recurring basis during April 2020 to April 2022. Employees who have left District employment as of the date of the adoption of this Agreement by the Board of Directors shall not be eligible for this lump sum payment.
- 2.1.13. Equity Wage Adjustment: All non-exempt individuals in job classifications within the AFSCME bargaining unit employed as of the date of ratification of this MOU, shall receive an equity wage adjustment effective the pay period including July 1, 2023, of 5.5%.

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 one-hundred (100) 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:**

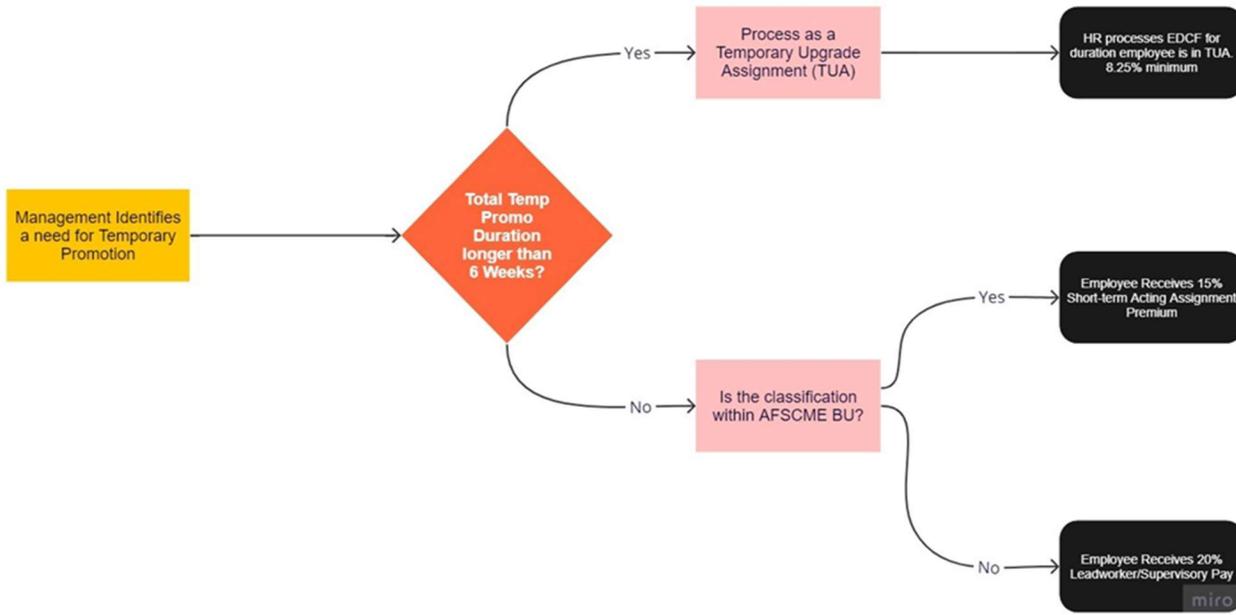
New Year's Day	1 January
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez's Birthday	31 March
Friday before Easter	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	19 June
Independence Day	4 July
Labor Day	1st Monday in September

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 - SHORT-TERM ACTING ASSIGNMENT AND TEMPORARY UPGRADE ASSIGNMENT

- 2.4.1. Management will communicate opportunities for Short- Term Acting Assignment and Temporary Upgrade Assignment to employees of the team via email.
- 2.4.2. The parties agree that the total duration of temporary promotions shall be used when determining whether to provide Short-Term Acting, Lead Worker/Supervisory Pay (LWS), or Temporary Upgrade Assignment (TUA). If the total duration of any temporary promotion exceeds six (6) consecutive weeks, then the TUA method will be utilized. Further, when a temporary promotion is less than six (6) weeks, it is agreed and understood that Short-term Acting Assignment is only used for classifications within the AFSCME Bargaining Unit and LWS for any classifications outside the AFSCME bargaining Unit. The number of employees that rotate through a temporary promotion, whether short-term or long-term, will not be a determining factor.



2.4.3. Short-Term Acting Assignment

- A. An employee who is assigned Short-Term Acting Assignment on a daily basis to a higher-level, non-management position, classification inside AFSCME Bargaining Unit, shall receive a premium equal to a 15% 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, and will be approved by the supervisor on the employee's timesheet. 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 Acting Assignment, but such duration shall be for one or more days, not to exceed a total of six (6) 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 they are not receiving the premium. The employee shall remain in their bargaining unit and shall continue to receive the benefits provided for their original classification.
- B. When assigned Short-Term Acting Assignment for a position outside of the AFSCME bargaining unit, the employee will stay in the AFSCME unit and receive Lead Worker/Supervisory Pay in the amount of 20% for up to six (6) weeks.

- C. An employee who is working in a Short-Term Acting Assignment as defined above shall not also receive Lead Pay for such assignment. There shall not be pyramiding.
- D. There shall be required rotation for short-term acting assignments among those who are willing to take the short-term acting assignment (unless in a specific and defined project). However, management reserves the right to assign Short-Term Acting Assignment based on operational need.
- E. The Short-Term Acting Assignment will be reflected in the employee's annual performance evaluation.

2.4.4. Temporary Upgrade Assignment (TUA)

- A. Temporary Upgrade Assignment is the full-time performance of a position in a higher classification listed in a Board-approved salary schedule, not to exceed 12 months. Temporary Upgrade Assignment will be reflected in the employee's annual performance evaluation. Management should make every effort to distribute such assignments for the development and succession of the work group.
 - 1. Temporary Upgrade Assignment may be used in the following circumstances:
 - i. When a position is vacant;
 - ii. When an employee is on an approved extended leave (i.e. medical, FMLA, worker's compensation, vacation or other leave types);
 - iii. When an employee is assigned to a Special Project full-time at a higher classification. This must be a Special Project that is already identified and budgeted. Special projects that require more than 12 months may be extended by the HR Group Manager and the approval of AFSCME for up to a total of 18 months.
 - iv. If, in the beginning of a short-term acting assignment, the assignment is expected to exceed six (6) weeks individuals will

be placed on a temporary upgrade assignment from the beginning of the assignment.

B. The following provisions apply to both Temporary Upgrade Assignments and Special Projects:

1. They shall not be offered to an employee with a current performance evaluation of less than Meets Standards, or who has received an appealable disciplinary action within the preceding twelve months.
2. An employee working on a Temporary Upgrade Assignment as defined above shall not receive Lead Pay or Lead Worker/Supervisory Pay for such assignment.

2.4.5. An employee given a Temporary Upgrade Assignment 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. Temporary Upgrade Assignment Pay will be reported to CalPERS as compensation earned for retirement purposes.

A. An employee who has been in Temporary Upgrade Assignment 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 Upgrade Assignment, provided that the regular hourly rate plus the premium pay has not already exceeded the range established for the job classification of the Temporary Upgrade Assignment. The Human Resources Group shall meet with the employee's management prior to the conclusion of each 12-month interval, to determine whether the temporary promotion continues to be necessary.

1. An employee on a Temporary Upgrade Assignment who receives a regular promotion to the same classification shall receive increases as if they had been permanently placed in the position at the beginning of the TUA provided it does not exceed the top step of the new salary grade and should not result in a negative impact when moving from temporary to permanent. 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.

- B. Employees on a Temporary Upgrade Assignment 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 their 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 their 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 their 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 their 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 themselves. 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.

SECTION 2.8 - STANDBY PAY

- 2.8.1. Standby is when an employee is required by management to be available for a call for their services while in a non-working status during off duty hours.
- 2.8.2. Only those employees with a job description containing a requirement for standby or where there is an established practice of requiring standby for certain classifications will be required to perform standby duties. The parties will develop a list of classifications where the practice was established prior to approval of this agreement to ensure both parties have an understanding of who is performing standby. With the exception of those at the IT Service Center, employees in a class below intermediate within those job families that have been agreed upon in the job description or job families determined to have an established practice can perform standby, only when the employee is under the on-site direction of a journey or advanced journey level employee.
- 2.8.3. Standby will be fairly assigned to qualified employees on a voluntary basis as described below. The District will mandate employees to standby duties as described below:
 - A. First, managers will solicit volunteers for a Standby List.
 - B. All qualified employees who volunteer will be placed on the Standby rotation. Newly eligible employees may be added to the Standby List in a manner to minimize disruption on those employees already on the Standby schedule.
 - C. If an employee reports that they are no longer available for standby assignment, they shall be responsible for finding a replacement for the standby assignment. If the employee is unable to find a replacement or if there are no available volunteers to cover the assignment, then the Department can mandate qualified employees to the standby assignment. The Manager shall distribute mandatory standby on a rotational basis.
 - D. A standby list will be posted in a common area showing who and when employees are on Standby. The Manager will post and keep updated a rolling 12-month standby schedule.
 - E. Any employee denied standby based on lack of qualification(s) will be

provided the opportunity for training, coaching and/or exposure to experience when available.

F. Employees not in the AFSCME Bargaining Unit will not perform AFSCME standby work.

2.8.4. An employee on Standby duty will:

A. Be ready to respond in a reasonable time to calls for their service;

B. Be readily available at all hours by District-assigned telephone, or other communication devices; and

C. Refrain from activities which might impair their assigned duties upon call.

2.8.5. Management will 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 will Management call upon other employees for their services who are not assigned to be on Standby duty.

2.8.6. Employees who are assigned to standby will be paid Standby Pay Premium in the amount of ten (10) percent of their normal hourly rate for qualifying hours.

2.8.7. 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 their normal hourly rate for qualifying hours.

2.8.8. An employee will 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. They are 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 their normal work shift and departure from their regular work location or

B. They are 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 their 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 their 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 their 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 their overtime rate only for the hours between the time of the call-back and the start of their regularly scheduled shift.
- 2.9.7 **Mileage Reimbursement for Call-Back**
- A. If an employee is required to report to their assigned regular work location prior to normal working hours and is required to:
1. Remain on duty until the start of their normal shift, they will not be paid mileage.

2. Return to home upon completion of the specific assignment, they 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 their assigned regular work location prior to normal working hours, and is required to:
1. Remain on duty until the start of their normal shift, they will be paid mileage for total miles driven between home and the work location.
 2. Return to home upon completion of the specific assignment, they 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 workday, with the exception of employees classified as Inland Commercial Diver.
- 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 their net salary to one or more banks of their 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 their 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 BRANCH LOCATION PAY

The intention of this Section 2.14 is to improve recruitment and retention at Metropolitan's desert facilities. The sun setting of the previous program, Desert Remote Location Pay and the terms of the newly negotiated Incentive Pay shall be as follows:

- 2.14.1. The parties agree that the previous program, Desert Remote Location Pay, shall sunset (terminate) effective January 20, 2024. All employees who were entitled to receive the incentive under the previous program shall receive a pro-rated portion of the incentive, for the period up to and including January 20, 2024; this pro-rata amount will be provided prior on or about February 8, 2024.
- 2.14.2. The Incentive Pay program will be setup to provide a Desert Branch Assignment Premium to qualifying employees as follows:
 - A. Effective January 21, 2024, employees assigned to work in desert facilities will be eligible to receive one of the premium pay options below:
 1. 5% for all employees assigned to Gene Camp or Intake.
 2. 15% for all employees assigned to Hinds Pumping Plant, Eagle Mountain, or Iron Mountain.
 3. This incentive pay will be applicable to the base pay for the normal work schedule. This incentive pay will not apply to overtime hours but shall be utilized in FLSA overtime calculations and reported to CalPERS as retirement compensable.
 - B. Following approval by Metropolitan's Board of Directors and the AFSCME membership, employees shall begin entering the incentive pay premium as part of their bi-weekly payroll, (including authorized medical leaves) for pay period beginning 2/28/24 on or around the first week of March. A retroactive payment for the period of 1/21/24 through 2/17/24 will be processed as soon as administratively possible.

- 2.14.3. This incentive payment program for Desert Branch Locations applies specifically to regular full-time employees at these Locations, and does not apply to recurrent, part time, temporary employees or any other category of employment.
- 2.14.4. Qualifying service at a Desert Branch Location shall include:
- A. Assignment to a Desert Branch Location as the regular reporting location.
 - 1. Employees temporarily assigned to a desert facility for assignments of 30 days or more will be eligible for the premium associated with the facility they are assigned to for the entirety of the time at the location.
 - B. All scheduled and assigned hours in a paid status, not including overtime and including authorized medical leaves.
- 2.14.5. Employees assigned to a Desert Branch Location after the date the Incentive Pay program is implemented as agreed above, shall begin qualifying on the first day of the pay period of assignment to the Desert Branch Location.

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 their 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.

This will memorialize the parties' discussion and understanding regarding MOU provision 2.15.5 (Crane Specialized Skill Pay):

Designated employees will be enrolled in Metropolitan's crane training program and receive certification from the National Commission of Certified Crane Operators (NCCCO). This certification is required to operate certain cranes per Title 8, California Code of Regulations (CCR), General Industry Safety Orders (GISO) Section 5006.1, Mobile Crane and Tower Crane-Operator Qualifications and Certification.

A. **Qualifications.** The employer shall only permit operators who have a valid certificate of competency (certificate) issued in accordance with this section by an Accredited Certifying Entity for the type of crane to be used to operate a crane covered by this section.

1. EXCEPTIONS TO SECTION 5006.1: Mobile cranes having a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

Such designated employees possessing the NCCCO certification to operate such cranes as identified above, will be eligible for the Crane Specialized Skill Pay, when performing such duties. Only (designated and NCCCO certified) employees may perform as "oilers or signal person" for cranes requiring certification as outlined above and must possess the same type of certification as required to operate the crane (e.g. fixed cab and/or swing cab). These same employees (designated and NCCCO

certified) would also be eligible for the skill pay when working as "oilers or signal person" during the assignment.

The operation of overhead, small truck mounted cranes/hoists, or fixed cranes, each having no certification requirements, are excluded from crane specialized skill pay. If certification requirements change after the date of this understanding, the parties will re-visit those at that time.

- 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 PREMIUM PAY

- 2.16.1. Employees in classifications who are designated by the District to obtain, maintain, and/or utilize a Class A or B driver's License, or special endorsements shall be compensated at \$200/month for a Commercial Driver's License Premium pay.

Employees will be eligible for the premium pay under the following conditions:

- 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. If an employee's duties change such that they are no longer required to hold a Commercial Driver's License, the employee will no longer be eligible for the Premium Pay. If this scenario occurs, then the supervisor shall provide the reason and basis in writing to the employee.
- 2.16.3. An employee will be ineligible for the incentive if:
- A. They test positive on an alcohol and/or controlled substance test, or

- B. They are involved in an accident that results in two or more points on their driving record, or
 - C. They receive a moving violation citation that results in two or more points on their driving record.
 - D. An employee will not be required to operate a commercial vehicle that would require utilization of their Class A or B driver's license during this period of time.
- 2.16.4. If an employee is no longer eligible to hold a Class A or B driver's License, the employee shall upon return to work, notify their supervisor, as soon as practicable.
- 2.16.5. 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.
- 2.16.6. The District will maintain a list of employees whose job duties require them to obtain, maintain and/or utilize a Commercial Driver's license.
- 2.16.7. If an employee is no longer required to hold, or does not hold a Commercial Driver's License, an employee cannot be required by the District to operate a vehicle requiring a commercial driver's license.

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 39,672	.0767817	160
39,673 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 500 hours.

3.1.3. Once an employee's current credit of annual leave reaches 500 hours, the employee shall accrue no additional annual leave until the current credit is reduced below 500 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 their accumulated annual leave, if any, as soon as practicable after separation from active employment. If the employee should die, their estate shall be entitled to their 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. All temporary employees shall accumulate sick leave with full pay at the rate of 0.033333 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.
3. An additional medical examination or testing may be required in order to determine whether the employee can safely perform their 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 their immediate supervisor or designee prior the start of the work shift, or as soon as practicable if the employee is incapacitated or otherwise unable to provide notification immediately prior to the start of work shift. 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 their 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:

1. Spouse
2. Domestic partner
3. Child, including a biological, foster, or adopted child, a stepchild, a child of a domestic partner, a legal ward, or a child for whom the employee is standing in loco parentis
4. Biological, foster, or adoptive parent, parent-in-law, stepparent, legal guardian, or other person who stood *in loco parentis* when the employee was a child
5. Grandparent
6. Grandchild
7. Sibling

The total of such leave for each incident (e.g., illness, operation, birth) shall not exceed 48 hours.

- 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, their estate shall be entitled to any severance value of their accumulated sick leave as if they 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 their 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.
- 3.3.4. New employees, whose probationary periods end in December, and whose Personal Leave hours are not credited to their leave banks and available to use until the last pay period of December, such employees will be allowed to carryover their unused Personal Leave hours into the next calendar year.
- Personal Leave hours that are carried over to the next calendar year must be used in that calendar year and will not be carried over any further (e.g., unused Personal Leave hours remaining at the end of calendar year 2020 will only be carried over for use in calendar year 2021).
- 3.3.5 One-time personal leave increase of 24 hours will be provided to all non-exempt employees within the bargaining unit. The one-time personal leave increase will be available for use through May 31, 2024, following approval of this MOU by the parties.

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. They have worked an extension of their workday and their 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. They have 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. They were called back to work pursuant to Section 2.9 – Call Back, and the work has been completed with less than eight hours, plus commute time, before the start of their next regularly scheduled shift.
 - D. They have worked a portion of their regular work shift and is excused to rest prior to working later that same workday.
 - E. They are excused for the remainder of a night, overtime, and/or shutdown assignment that ends early, in order to return to their next regularly scheduled shift.
- 3.4.2. When an employee is eligible for fatigue time, they shall not be required to report to work for up to eight (8) hours plus commute time after their 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, they 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 bereavement leave that falls under the "three (3) working days", a working day is the length of the workday in which the employee is using the leave (e.g., if the employee is on the 44/36 schedule and uses two 9-hour days and one 8-hour day, then the three working days= 26 hours).
- 3.5.3. Based on the employee's work schedule, the number of hours allowed for one workweek is:
- A. 4/10 = 40 hours

- B. 5/8 = 40 hours
- C. 44/36 = 44 hours
- D. Operators on shift = 50 hours
- E. Operators not on shift = 40 hours

3.5.4. Bereavement leave does not have to be taken on consecutive days.

3.5.5. 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. For the purposes of this section only, Domestic partner is defined under California Family Code §297 effective January 1, 2024.

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, a child in loco parentis, parent, grandparent, grandchild, sibling, 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.

In addition, if both parents of a newborn child, or parents to an adopted or foster child, are employed by the District, the District shall grant 12 weeks per parent.

- 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. For regular part-time and recurrent employees, hours will be adjusted to their standard weekly 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 at the employee's discretion.
 - 1. Other paid leave is defined to only mean, Personal Leave, Comp Time, or up to 240 hours of Sick Leave.
 - 2. The definition of "other paid leave" only applies to §3.6.9 of the MOU.
 - 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 their 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 workdays, 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 their 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 their 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 their 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 their 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 their fitness, based upon their normal duties pursuant to their 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 their 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 their 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 their 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 their 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 will provide medical plans maintained by the California Public Employees' Retirement System (CalPERS).
- 4.1.2. Effective January 1, 2024, the District's maximum monthly contribution will be 100% of the total premium for the highest HMO in CalPERS region 2 or 3, not to exceed the monthly premium for the medical plan selected by the employee.
- 4.1.3. The numbers below represent the cash incentive as of January 1, 2023, for employees in the Desert region:

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

Effective January 1, 2024 through December 31, 2026, Desert Region employees enrolled in PERS Gold or Platinum PPO through Metropolitan will continue to receive the amounts listed above as a taxable cash incentive. In addition, Desert Region employees enrolled in PERS Gold or Platinum PPO with an employee cost shall receive an additional credit equivalent to the employee cost. This credit shall be applied within the employee's paycheck at the same time as the deduction.

- 4.1.4. 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.
- 4.1.5. If subsequent to December 31, 2026, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution will continue at the same level as outlined in §4.1.1 - 4.1.5.
- 4.1.6. If another bargaining unit at the District negotiates any improvements to medical premium coverage for employees it represents, the District shall

provide the same coverage to AFSCME without negative impact to its currently negotiated coverage.

- 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 their own expense for dependents to the age of 26.

SECTION 4.4 - LIFE INSURANCE

- 4.4.1. The District shall provide \$100,000 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 their 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 Employer Paid Member Contributions (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 PEPRRA 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 2022 - 2026 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 they are 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 their 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 their 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.

- 4.12.1. 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.

4.12.2. **Work Location**

The District has the option to assign an employee to a temporary work location (4.12.3); or a new regular work location (4.12.4).

4.12.3. **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 nonwork 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

The language that follows is not intended to provide employees working their regular established schedules and/or assigned at their regular work locations with per diem and reimbursement for expenses.

1. If the employee is placed on overnight travel status by the supervisor, the District must provide one of the following: (a) Per Diem, (b) Actual Expenses (the District will provide a cash advance upon an employee's request in an amount equal to Per Diem for the expected length of the overnight travel status prior to the start of work but doing this shall not preclude an employee from receiving their actual costs after providing receipts). (c) District secures lodging and provides half-day per diem per day. Regardless of the option chosen, the District will not pass the cost of business on to an employee.
 - a. The decision between options (a) or (b) shall be determined jointly by the employee and the manager, taking into consideration employee preference, ease of administration, and operational efficiencies.
 - b. If an employee is not placed on overnight travel status, and is instead asked to commute, the employee may request reconsideration from management, up to and including the Section or Group level, either prior to the start of, or during the course of, the assignment.
 - c. In considering the employee's request to be placed on overnight status, Management shall consider the potential length, and duration of the commute, the duration of the assignment at the temporary location, and whether the crews being supervised by other managers have been placed on overnight travel status.

- d. An employee may receive actual costs if the actual costs are discussed with the supervisor in advance. In circumstances where the actual expenses are higher than the per diem or when travel is expected to exceed 30 days, the supervisor will obtain approval prior to work beginning from the Assistant General Manager or designee.
 - e. In the event that pre-planning is not feasible or if prior approval has not been obtained, the default will be for the per diem rate to apply.
2. For each day an employee is on an overnight travel status, Per Diem will be \$250.00, or \$125.00 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 qualify for overnight travel status if they are required to work a shutdown, emergency, or other urgent assignment multiple days away from the employee's regular work location that causes a longer commute than normal.
 4. An employee will also be placed on overnight travel status when all the following are met:
 - a. The employee is required to work an assignment away from the employee's regular work location;
 - b. The employee is being required and /or scheduled to work 12 hours or more;
 - c. The employee has commute longer than 30 minutes to or from home.
 5. An employee will also qualify for actuals and /or per diem for one (1) night to be used for overnight accommodations if an employee and/or supervisor is concerned about the employee's health and welfare or safety due to irregular working conditions/hours and commute times.
 6. An employee will be placed on overnight travel status at the start of the assignment and taken off at the end of the assignment. An employee who is required to work a night shift or schedule which would modify their normal sleeping pattern for a shutdown, emergency, or other work assignment will be provided with one (1)

full day of overnight status prior to, and at the end of the assignment, upon the employee's request.

For example: If an employee who regularly works 0600-1630 Monday-Thursday is placed on an assignment or shutdown that begins on a Sunday and ends on Saturday, with their work schedule being changed to 2300-1100 (night shift), or other shift schedules, then the employee shall receive overnight status and full day per diem beginning Sunday to allow them to obtain accommodations and rest prior to their night shift beginning. Additionally, when an employee working the night shift completes the assignment the employee will receive overnight status for a full day on the day the night shift assignment ends (i.e. Shift starts Friday at 2300 and ends Saturday at 1100, employee will be given full day of overnight status Saturday).

7. 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.
8. 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.
9. The parties will meet in March of 2025 to review data related to Per Diem/Overnight Travel Status and analyze whether or not the provisions need modification.

4.12.4. 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 their 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.
- 4.14.4. The Parties agree that effective December 1, 2021, employees who were Vanpool participants prior to the suspension of the program due to the COVID pandemic, and who are required to report to work at their regular work locations (i.e., their jobs do not permit teleworking), shall receive a Rideshare stipend in the amount of \$187 per month. Effective the first full month that the Vanpool program is returned and made fully available to employees, the stipend shall end, regardless of whether an employee opts to rejoin their vanpool.

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 their own expense.

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 - WORK SCHEDULES

- 5.1.1. The workweek will 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 will be an unpaid meal period of up to forty-five (45) minutes as determined by the District. The employee's preference will be taken into account when the meal period is scheduled.
- 5.1.3. The District will pay employees for meal periods when the employees do not have access to regular lunch facilities or full relief from duties due to the requirement of having to remain at the worksite or at a structure or facility.
- 5.1.4. The District will 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.

For purposes of this Section only, a "regular lunch facility" shall be defined as follows:

- A. For permanent facilities such as Union Station, Soto St, Lake Mathews, Diamond Valley Lake or Water Treatment and Pumping Plants, a climate-controlled lunchroom with means to store and heat food or drink, access to potable water as well as bathroom facilities.
- B. For other worksites in the field, an area or use of a District vehicle (i.e. utilization of air conditioner and/or heater if parked) with seating (excluding construction equipment) in order to protect employees from the elements (heat, cold, rain, wind, dust, etc.), an adequate supply of potable water (cooler and/or bottled water), soap or other suitable cleansing agent, and towels for hand washing that are made available to employees. Employees may tow portable toilets with hand washing stations. When a regular lunch facility is available, and an employee opts to take their meal period in a vehicle, it shall be unpaid. If a regular lunch facility as defined above is not available, but the employee is otherwise fully relieved of duties and chooses to leave the worksite, the unpaid meal period shall be extended up to 60 minutes

as determined by the District, if the employee must travel more than 10 miles or 15 minutes (round trip) to secure food.

5.1.5. 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 workday or work week.

5.1.6. 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)

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.

5.1.7. 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 workdays. 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 they do 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 their 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 their regular 40-hour workweek.)

5.1.8. During the term of this MOU no unauthorized work schedule shall be implemented without mutual agreement of the parties.

5.1.9. With the exception of 5.1.6.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

The recruitment and selection process will be consistent with MOU Section 5.11 "Discrimination", the District's commitment to Diversity, Equity & Inclusion and all applicable Federal and State laws and regulations including the Federal Uniform Guidelines On Employee Selection Procedures.

5.2.1. Definitions

- A. *Employee:*
For purposes of this section, an “employee” is defined as a Category A, B, or E employee as referenced in Section 4.11, Categories of Employment. Employees contracted through an outside agency under categories C and D shall not be covered by this provision.
- B. *Recruitment:*
Process of locating individuals to fill the District’s personnel (staffing) requirements with the best qualified candidates. The District and Union shall encourage promoting/recruiting current employees.
- C. *Selection:*
Selection is the process of hiring the best-qualified candidate for a vacant position utilizing clear criteria for screening applications and for documenting the entire hiring process. The goal of selection is to match candidates with open positions in an equitable, fair, objective, and transparent manner. The hiring manager selects the best-qualified candidate for a vacant position.
- D. *Screening of Material:*
HR Recruiters shall screen resumes to determine who meets the minimum qualifications.
- E. *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, and other objective proficiencies. The weighted criteria shall then be used by panel interviewers in scoring each candidate. Scoring shall be based on a scale of 0-100, or pass or fail. Test tools may include a review of records for reviewing for minimum qualifications, structured interviews, typing, computer skills, basic skills, job knowledge, work sample or other practical or knowledge demonstration tests deemed reliable and job-related as approved by EEO and the Human Resources Group Manager. Candidates participating in testing shall be notified of the pass/fail and/or scoring thresholds prior to taking or participating in any test.
1. Desirable qualifications will not be used as hurdles or knockouts, minimum qualifications or to disqualify candidates from the recruitment process. Utilizing desirable qualifications will not

change the minimum education, minimum requirements, minimum qualifications, certifications, licenses of a position and shall only serve to provide a description of the work expected to be performed by the successful bidder.

2. Employment testing will be commensurate with job related knowledge, skills and abilities, and minimum requirements as identified in the job description. In preparing employment test and interview questions, care will be taken to ensure that the questions are consistent with the level of the position posted.

F. *Panel Member:*

A Panel Member is an individual participating on the formal/structured interview. Each member scores the candidates independently based on the answers to the questions. Panel member will be required to sign a conflict-of-interest form.

A Conflict of Interest Form is a form required to be completed by Panel Members which assists in identifying actual and/or perceived conflicts to create a more equitable, fair and transparent recruitment process. If a panelist intentionally fails to disclose a conflict they shall not be permitted to participate on future panels. Any changes to the form will be negotiated by the parties.

G. *Panel Interview:*

The purpose of the panel interview is to give each candidate an equal opportunity to reveal the knowledge, skills and abilities which would enable them to perform the job. The interview consists of an evaluation of work-related experience and training.

The Panel will consist of a structured interview process with at least 3 panel members that assess a candidate's minimum qualifications. In preparing technical questions, care will be taken to ensure that the questions are consistent with the level of the position posted, as well as the minimum requirements stated in the job description, skills, abilities and/or job knowledge stated in the job description.

H. *Final Hiring Interview Recommendation (FHIR):*

Starting April 1, 2024, eligibility lists for future recruitments will be developed through a recruitment process as outlined in 5.2.2.

5.2.2 Recruitment Process Overview

A. Transfers:

1. Before an internal or open recruitment is conducted, the District will first consider employees on a Transfer List prior to a job announcement for a vacant position and follow the process described in §5.13 Transfers.
2. The District will post the requisition utilizing the internal recruitment process if:
 - a. no person is on the transfer list;
 - b. a transfer list candidate is not hired;
 - c. or a FHIR list does not exist.

The Internal and Open recruitment processes shall follow the same guiding principles.

B. Internal:

1. No external candidates will be invited to apply during the Filing Period.
2. The District may run an open recruitment instead of an internal only recruitment if any of the following exceptions exist:
 - a. there are less than three (3) internal candidates who applied;
 - b. entry-level position which cannot reasonably flow from one family to another (e.g., AA3 to Admin Analyst, Assoc. Engineer to Engineer, etc.)
 - c. documented evidence showing the last recruitment for that specific classification had less than three (3) applicants. In this instance, a specific classification cannot move directly to open recruitment more than 3 consecutive times;
 - d. need for external outreach for job groups where underutilization is identified to ensure a diverse candidate pool as determined by the Office of Diversity, Equity and Inclusion and/or the Equal Employment Office. By mutual agreement, a specific list of underutilized and identified classifications will be established at least on an annual basis.

3. After a hire is selected by the Hiring Manager, unhired qualified candidates will remain on the FHIR and are eligible to be considered for hire for subsequent vacancies in the same classification for up to six (6) months.
4. Open Recruitment
 - a. A job announcement will be posted as an Open Recruitment if the vacancy wasn't filled using the processes above and is subject to the Filing Period.
 - b. After a hire is selected by the Hiring Manager, unhired qualified candidates will remain on the FHIR and are eligible to be considered for hire for subsequent vacancies in the same classification for up to six (6) months.
5. FHIR List(s):
 - a. The FHIR list may be developed utilizing a specific posting that states it is building an eligibility list or through the recruitment of a vacant position.
 - b. The FHIR list will only be valid for six (6) months from the date a candidate accepts the position from the original requisition, unless there are less than three (3) candidates remaining, or it is mutually agreed upon by the parties to extend for a specific period of time.
 - c. If any FHIR list contains internal candidates, internal candidates that passed the test(s) shall be provided with 5 preferential points which is added to their cumulative score.
 - d. HR will provide the Hiring Manager with the top five ranked candidates. In the case of tie ranks, more than five candidates can be provided to the Hiring Manager.
 - e. All provided candidates must be interviewed by the Hiring Manager. A candidate must be selected by the Hiring Manager from the FHIR. Candidates not selected will return to the FHIR for future consideration. If all eligible candidates on the FHIR list elect to not be considered for a specific vacancy, Human Resources will open a new recruitment specific to the need.

For example, if there is a FHIR and all eligible candidates elect not to accept the position that is at a specific location. In this instance, HR can open a new recruitment for that specific classification and location, beginning with Transfers, then Internal per the process above, and then Open Recruitment, which would result in a new FHIR for that specific location.

6. Internal Only Job Bid Promotion Process:

- a. Upon staffing requisition approval by Budget and HR, a recruitment may be conducted within a specific Group, Section, Unit, or Team to fill a position in which there is no vacant position. These recruitments shall follow the same process as used for Internal Recruitments.
- b. This is not intended to or provided to circumvent the in-family promotion process. This process will not be utilized when employees on a team or unit could reasonably promote to the position through in-family promotion.
- c. Applications will be reviewed for minimum qualifications by Human Resources. Upon completion of the recruitment process, the Hiring Manager will complete the Final Hiring Interview Recommendation Form to notify Human Resources of their decision of which candidate to hire and HR shall notify all candidates whether they were (un)successful in the recruitment at approximately the same period.
- d. At no time are positions/requisitions which are posted utilizing this process permitted to utilize the open or FHIR processes.

5.2.3 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 website, and email.

The District shall also include, at minimum, the following in all job announcements: Number of openings, open/close dates, work schedule (days/hours), Group/Section/Unit/Team, work location,

bargaining unit, minimum and maximum hourly rate, teleworking options (if applicable), overview and/or summary which is reflective of job description, job duties, minimum requirements (education, experience, certifications, licenses). For each job posting, each of the job-related criteria shall be weighted in a manner deemed appropriate, fair, and equitable by the HR and EEO.

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. When a job posting is modified to add an additional requisition, there shall be a minimum of ten (10) days remaining for the filing period and the District shall provide an updated email announcement to employees.
2. 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.
3. Employees on disability or workers' compensation leave are permitted to apply for vacant positions following the same timelines and testing procedures as other applicants, provided their participation is within their medical restrictions.

C. Application:

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

D. Exemptions:

1. An internal candidate 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; or.
 - c. Has not completed their current probationary period

5.2.4 Selection Process

A. Invitation to Test:

Qualified employees shall be notified of the time and location of a test at least three (3) business 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 to their supervisor. If an employee will miss work to participate in a recruitment process, the employee shall provide advanced notice of absence need for release or leave time as soon as practical.
4. Upon completion of all phases of the assessment process, the applicants will be ranked from highest to lowest cumulative score. Based on the testing process, a FHIR list may be established by classification and location, with candidates eligible for hire in the classification. The FHIR list will be maintained by Human Resources and shall follow the guidance above regarding FHIR lists.
5. Upon request by any candidate, the District shall provide the candidate with their score and ranking on the list and for internal candidates, provide a debriefing where they can receive their scores and rater feedback.
6. For purposes of this Section, Recurrent employees (defined as Category E employees under §4.11 of the MOU) shall be permitted to apply for positions as “internal” candidates.

C. 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 District employee who has been promoted shall serve a promotional probationary period of six (6) months or 1,040 hours, whichever comes first. If an employee goes on an unpaid leave during the probationary period, the probationary period will be extended by an amount of time equal to the time on leave. If an employee fails promotional probation, they have reinstatement rights to their former position if the position has not been filled. If the position has been filled, then the employee shall be returned to the same classification and work location.
3. Employees shall receive no less than a 2-step merit increase upon entering the probationary promotion period.
4. Promoted employees shall be moved into their new position within 30 calendar days after the formal offer is given by the District and accepted by the employee.
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. If an employee goes on an unpaid leave during the probationary period, the probationary period will be extended by an amount of time equal to the time on leave.
 - 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. Employees will 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 they are improperly classified may submit a written request for a study of their position to Human Resources anytime during the year.
- 5.3.2. Human Resources may decline a request for a study of their 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 their original request.
- 5.3.3. Human Resources shall notify the employee that they received their 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 their 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 they are 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 their 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 their 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 their 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 their 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 they are 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 their 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 their 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, and away from building entrances and air intakes.
- 5.7.2. 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. The Human Resources Group shall assist any interested employees in location of an approved smoking cessation program.

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.

The District will comply with California legal requirements in administering its Drug and Alcohol Policy including AB 2188 (2022) and any other California legal requirements for meeting and conferring when devising and/or amending its Drug and Alcohol Policy. Therefore, the parties agree that they will complete negotiations to make changes to the MOU and the District's Alcohol and Drug Free Workplace Policy to comply with California law.

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.
- E. Family and Medical Leave Act/California Family Rights Act Leave as applicable.

5.8.4. The parties agree that whenever appropriate, 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. MARIJUANA TESTING

Therefore, beginning January 1, 2024, the parties agree that any reasonable suspicion test which is performed which utilizes a non-psychoactive (urine) test, those results shall not be acted upon or used or shared in any manner for non-DOT related tests.

- A. Federal Motor Carrier Act ("FMCA") Random Drug Testing
There shall be no change to the FMCA Random Drug Testing program unless such change is required by law and the District has fulfilled its legal obligation to meet and confer over such change.
- B. Representation
Any employee who is subject to reasonable suspicion or FMCA random drug testing is permitted to have a Union representative (without causing unreasonable delay) present for observation, filling out of paperwork, transport to testing, testing observation, discussions

with MRO, results, and any other related interviews related to the test(s).

5.8.6. 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 their personnel file at the office of the Human Resources Group or may have their file sent to their 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 terms "Telework" and "Telecommuting" are synonymous for the purposes of this new section. These terms are defined as an employee who is able to work from home, or another location in order to accomplish District business.

Upon Board adoption of this 2022-26 MOU, the parties agree to continue negotiations on a new MOU provision and policy governing Teleworking with parties initiating bargaining sessions prior to July 1, 2024. It is agreed and understood that any such MOU provision shall not specifically exclude any bargaining unit classification from telework, provided that the decision to grant a request for telework shall be at the discretion of Management based upon business needs and provided that it is done in an equitable and fair manner.

It is further agreed and understood that as part of any negotiated MOU provision on Teleworking, the denial of a teleworking request shall be articulated to the requesting employee in writing, along with the business reason(s) for such denial. If an employee reasonably believes that their request to telework was arbitrarily or unfairly denied, in that such denial was not based on legitimate business reasons, then the employee may grieve an alleged violation of the MOU, pursuant to Section 6.3.

Until such time that the parties adopt a revised MOU provision and new teleworking policy as described above, employees who have the ability to telework shall continue teleworking on a hybrid basis in accordance with maintaining the General Manager's current directive maintaining the

status quo until the parties meet their obligations to meet and confer in good faith.

SECTION 5.13 - TRANSFERS

5.13.1. Employee-Initiated Lateral Transfers

- A. An employee may request a lateral 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. A request for a transfer must be on record in Human Resources prior to receiving a staffing requisition for recruitment.
- B. An employee who wishes to transfer to another position shall submit a written request via email to Human Resources for such transfer including their name, classification, and the groups/teams and worksites they wish to transfer to. The transfer list shall be kept for a period of up to two (2) years starting with a common date of July 1st on odd years.
- C. To be eligible for such a transfer, the employee must meet the following conditions:
 - 1. Hold the same job classification and pay grade for a minimum of 12 months,
 - 2. Employee has not received an appealable disciplinary action within the previous 12 months,
 - 3. Is not currently on initial or promotional probation,
 - 4. Received a meets standard or higher performance evaluation on the most recent performance evaluation.
- D. The transfer request process will be conducted by the District prior to the initiation of an internal or concurrent or external recruitment process for a vacancy within the AFSCME Local 1902 Bargaining Unit.
- E. 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 including interpersonal skills to perform the job duties outlined in the job description. The hiring manager shall rank candidates interviewed for the requisition and must offer the position

to the highest ranked individual on the list who passes the interview process using a pass/fail rating in an objective manner. Any employee who fails the interview may make a written request for the reason for failure to pass the interview to the HR Group Manager.

- F. Once a transfer is accepted by the employee, the employee will be transferred to the new location/team within thirty (30) calendar days.
- G. An employee who has accepted a transfer will have a 60-day period to voluntarily return to their original team and reporting location. The 60-day period will start on the employee's first day at the new location/team. An employee who chooses to exercise their option to return to their original team will not suffer any negative impacts or consequences nor will the return be referenced in their evaluation.
- H. Management may return a lateral transferred employee to their previous team within the first 60-days. If the manager returns the selected employee, they will offer the position, to the second ranked employee on the lateral transfer list. The hiring manager will provide written notice to the HR Group Manager for approval prior to returning an employee to their original team/work location and shall provide written notice to the employee. Any return to their prior team will not have a negative impact upon an employee, their evaluation or status on their original team and the employee will remain on the Transfer list for another location for the duration of the list. The decision of the HR Group Manager shall be final and shall not be grievable.
- I. An employee who voluntarily returns to their previous position within the first 60-days, will remain on the main transfer list for other locations and teams.
- J. After the completion of the 60-days, the transfer will be considered complete or permanent and the employees remaining on the transfer list for that specific recruitment will be returned to the main transfer list. Employees are limited to one (1) completed transfer every 12 calendar months.

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, and their respective union. 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 (lowest service hours) 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 may be necessary for the good of the District. However, in no instance shall a transfer be retaliatory, discriminatory, unreasonable, arbitrary or capricious. District initiated transfers will be made with reasonable advanced notice to the Union.

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 their supervisor, whether prior to that meeting, or in the course of, may result in disciplinary action against them, they may request the attendance of an AFSCME Local 1902 designated representative of their choice in the meeting. If the meeting has already commenced when the request for representation is made, the meeting shall terminate until such time that they have obtained representation. 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. An employee who is not the subject of an investigation, but who is being questioned or interviewed by the District as a witness shall also be permitted, upon request, to have the attendance of an AFSCME representative at such a meeting. If an AFSCME representative is not available at the time of the meeting, the District shall arrange an alternative meeting as soon as possible, but at least within 5 working days.
- 6.1.3. Only one AFSCME Local 1902 representative shall be authorized to use District time to represent an employee as provided in this Section.
- 6.1.4. The parties jointly agree to inform employees of their representation rights pursuant to this Article.

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 their grievance by a representative selected by them.
 - 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. AFSCME shall provide and maintain a list of designated representatives for each group; a copy of this list will be provided to the District, as its updated.
- 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 their designated group work location, except in those instances in which the AFSCME Executive President deems it necessary for them 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 their 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 their work site to process a grievance shall first obtain permission from their immediate supervisor. Release from work shall be as soon as practical.
 - D. A grievance representative desiring to enter the work site 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.
- C. 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).
- D. 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.
- E. 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 (see section 6.3.5) 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 their 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, they 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 their 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 their Group Manager (or their designee) on the original grievance form.
2. Within ten (10) days of receipt of the written appeal their Group Manager (or their 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 their 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 their 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 they 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 them 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 they 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 their current classification to a new classification having a lower salary grade.

6.4.8. Suspension

Suspension is the temporary removal of an employee from their 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, they 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 their 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, modify, 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 their 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 their services are required by their 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:

A reasonable number of AFSCME Local 1902 representatives 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 and other matters within the scope of representation. The parties agree that the number of representatives shall take into account AFSCME's representational needs, impacts that release time may have on District operations, as well as the parties' prior practice. Employees will not be compensated in any manner for meeting and conferring time outside of their normal work hours.

F. Public Employment Relations Board (PERB)

Reasonable time off without loss of pay shall be provided for representatives or witness of AFSCME Local 1902 for testifying or appearing as the designated representative in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by AFSCME Local 1902 against the District, or by the District against AFSCME

Local 1902. AFSCME Local 1902 shall provide reasonable notification to the District requesting release time.

G. 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.H (1) & (2) below.

H. 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 themselves from their 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 themselves from their 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.
4. In addition to union release time provided to attend AFSCME Executive Board meetings under Section 7.1.2.A of the MOU, the Executive Treasurer will be released for up to two workdays a month for "preparation time" in connection with Executive Board meetings.
 - a. These two workdays of union release time for "preparation time" are inclusive of time spent travelling to AFSCME Executive Board meetings, unless the Executive Treasurer travels to and from MWD desert facilities (DVL, Skinner, Hinds, Eagle, Iron Mountain, Gene, and Intake).

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 their supervisor of their 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 discretion of the immediate supervisor, and in consultation with the Employee Relations Officer, it will cause an undue hardship to the operations of the District. In such instances the Employee Relations Officer shall make every reasonable effort to secure the time off as soon as practicable, at an alternative date or time.
- 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 2022 - 2026 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:

The parties agree that the District may elect to recover any costs chargeable to AFSCME Local 1902 under this Section by deducting from any monies owed to AFSCME Local 1902, with the exception of funds related to dues deductions, if AFSCME Local 1902 fails to pay an invoice for such costs within 30 days after it has been delivered to the their 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. 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.
- 7.2.3. 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.

- 7.2.4. 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) from bargaining unit employees who have signed a deduction

authorization card or cards in accordance with California Government Code § 1157.3, 1157.10 & 1157.12

- 7.6.2. The District will promptly remit such fees, dues, assessments and voluntary contributions to AFSCME Local 1902, together with a list of affected employees. The amount of the fees, dues, assessments, or voluntary contributions, as well as a list of the affected employees, shall be certified to the District from time to time by an authorized officer of AFSCME Local 1902.
- 7.6.3. Once initiated, dues deduction shall continue according to the terms of the authorizations, and deduction of any authorized fees, dues, assessments, or contributions shall continue until the authorization is validly revoked, according to the terms of the authorization. AFSCME Local 1902 will notify the District in writing promptly once an employee completes the process for revoking authorization for dues deduction. If the District receives any request from a bargaining unit employee to revoke or change an authorized deduction, the District must direct the request to AFSCME Local 1902.
- 7.6.4. AFSCME Local 1902 need not provide the District with a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- 7.6.5. AFSCME Local 1902 shall indemnify and hold harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.

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.
- 8.1.7. Consistent with the Public Employee Health Protection Act, Government Code § 3140-3142, in the event of an authorized strike or labor dispute,

the District shall maintain all benefit levels for healthcare, dental, vision, accidental death and dismemberment, life insurance, disability, and any other prescribed supplemental health insurance for the duration of the employee's participation in the authorized strike or labor dispute, at the level and under the conditions that coverage would have been provided if the employee had continued to work in their position for the duration of the strike or labor dispute. It is agreed and understood that this provision shall not apply to an employee who loses benefits as a result of circumstances unrelated to an authorized strike or labor dispute.

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 their 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 their promotional probation (whether by failing to pass probation or voluntarily demoting), they shall receive a regular evaluation for work performed in the previous lower classification during the regular evaluation period, and they 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 their previous lower classification to receive a merit step increase (i.e., the employee cannot exceed the salary range maximum for their 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.

9.1.3. Regular and Recurrent Employees

- A. 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
- B. 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.

9.1.4. 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

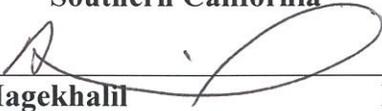
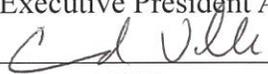
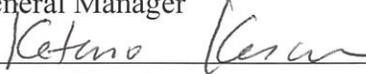
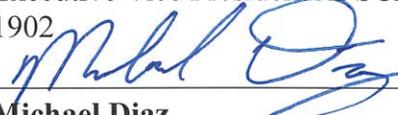
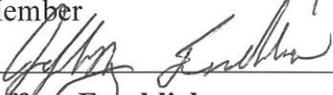
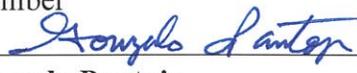
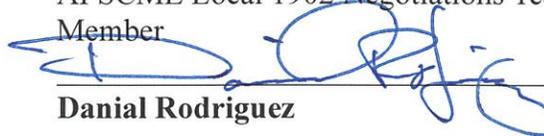
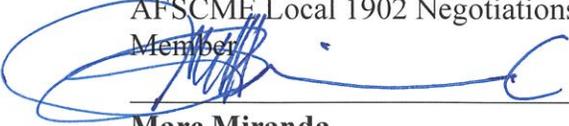
- 9.2.1. Employee evaluation is a process of rating an employee's work performance, based upon a supervisor's objective and factual appraisal of their job knowledge, skills, initiative, productivity, work habits, human relations and communication skills. This process is not just an annual preparation 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.(C.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 herein above first shown and present it as a joint recommendation to the District Board of Directors.

AFSCME Local 1902		The Metropolitan Water District of Southern California	
 Alan Shanahan	28-DEC-23	 Adel Hagekhalil	12/28/2023
Executive President AFSCME Local 1902	Date	General Manager	Date
 Conrad Villa	12-28-23	 Katano Kasaine	12/28/23
Executive Vice President AFSCME Local 1902	Date	Assistant General Manager/Chief Financial Officer	Date
 Michael Diaz	12-28-23	 Gifty Beets	12/28/23
AFSCME Local 1902 Negotiations Team Member	Date	Human Resources Section Manager/Employee Relations	Date
 Jeffrey Froehlich	12/28/2023		
AFSCME Local 1902 Negotiations Team Member	Date		
 Gonzalo Pantoja	12/28/2023		
AFSCME Local 1902 Negotiations Team Member	Date		
 Danial Rodriguez	12/28/23		
AFSCME Local 1902 Negotiations Team Member	Date		
 Marc Miranda	28 DEC 2023		
AFSCME Local 1902 Negotiations Team Member	Date		

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.

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.

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.

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

<u>WATER TREATMENT PLANT OPERATOR</u> Water Treatment Plant Operator I Water Treatment Plant Operator II Water Treatment Plant Operator III		
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<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.
- C. Note: property includes, but is not limited to, records, supplies, materials, equipment, land or facilities.
- D. Intentional or negligent misuse of District property, or the property of another employee, customer, vendor, or visitor.
- E. Removing from the premises without authorization, the property of the District, a District employee, customer, vendor, or visitor.
- F. Theft.
- G. Fighting or provoking a fight on District time or property.
- H. Engaging in horseplay or other action that endangers District property or disrupts work.
- I. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of District Harassment Policy.
- J. Violation of District's Equal Employment Opportunity Policy.
- K. Failure to work cooperatively with others.
- L. Bringing or possessing weapons or any other dangerous device onto District property without authorization.
- M. Violation of the District's Alcohol and Controlled Substance Policy and Testing Program or the Drug Free Workplace Section in this MOU.
- N. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire, or security hazard.

APPENDIX B - MISCONDUCT

- O. Smoking in restricted areas or where "No Smoking" signs are posted or otherwise violating District's "No Smoking" Policy.
- P. Sleeping during work time.
- Q. Failing to report a work-related accident or injury immediately.
- R. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on District premises.
- S. Unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on District premises.
- T. Entering an unauthorized area at any time.
- U. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported.
- V. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift.
- W. Leaving District premises or one's assigned work area during working hours without permission.
- X. Failure to abide by lunch or break periods or working unauthorized overtime.
- Y. Failing to meet acceptable performance standards.
- Z. Recording another employee's time.
- AA. Submitting an employment application containing false or misleading information.
- BB. Falsifying or destroying any District records, including, but not limited to, any timekeeping records or customer records.
- CC. Failure to perform assigned duties.
- DD. Unauthorized dissemination of proprietary information.
- EE. Unauthorized dissemination of employee records or files.
- FF. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of their position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.
- GG. Refusing to take or subscribe to any oath or affirmation which is required by law in connection with employment.

APPENDIX B - MISCONDUCT

- HH. Failing to obtain or maintain any required license, registration, certifications, or permit.
- II. Incompetence.
- JJ. Dishonesty.
- KK. Abuse of sick leave.
- LL. Violation of properly adopted rules and regulations set forth in writing by the employee's department/division.
- MM. Performance of non-District work on work time.
- NN. "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.
- OO. 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
	Hourly Rate	Annual Rate Min/Max			
	Effective Date 7/1/2023				
10	\$18.04	\$23.71	\$37,523	\$49,317	Student Intern Desert
16	\$21.27	\$27.98	\$44,242	\$58,198	Mailroom Assistant I
17	\$21.88	\$28.73	\$45,510	\$59,758	Pre-Apprentice
21	\$24.37	\$32.10	\$50,690	\$66,768	General Maintenance Asst Mailroom Assistant II Ops and Maintenance Assistant
23	\$25.76	\$33.92	\$53,581	\$70,554	Reprographics Technician I
24	\$26.44	\$34.90	\$54,995	\$72,592	Chief Cook
25	\$27.25	\$35.91	\$56,680	\$74,693	Laboratory Assistant I Maintenance Worker I
26	\$27.98	\$36.91	\$58,198	\$76,773	Mailroom Assistant III Office Assistant Storekeeper I
27	\$28.73	\$37.89	\$59,758	\$78,811	O&M Tech I
28	\$29.51	\$38.93	\$61,381	\$80,974	O&M Tech I Reprographics Technician II
29	\$30.39	\$40.02	\$63,211	\$83,242	Accounting Tech I Facilities Maint Assistant Grounds Maintenance Worker Laboratory Assistant II Law Clerk Lodging Assistant I Maintenance Worker II
31	\$32.10	\$42.25	\$66,768	\$87,880	Admin Assistant I Deputy Auditor I Fleet Dispatcher O&M Tech II Oc Health Safety Specialist I Reprographics Technician III Storekeeper II
32	\$33.03	\$43.43	\$68,702	\$90,334	Designer I O&M Tech II O&M Tech II Pump Plant Maint Operator I
33	\$33.92	\$44.67	\$70,554	\$92,914	Asst IT Proj Contrl Specialist Asst Proj Controls Specialist Legal Assistant I Lodging Assistant II Maintenance Worker III Water Quality Technician I Water Sampling Field Tech

34	\$34.90	\$45.89	\$72,592	\$95,451	Accounting Tech II Graphic Technician I Laboratory Technologist I Sr Reprographic Technician
35	\$35.91	\$47.18	\$74,693	\$98,134	Admin Assistant II Designer II Fleet Dispatch Coordinator Instrumnt&Cntrl Tech I O&M Tech III Payroll Technician I Photographer I Storekeeper III Videographer I Wtr Trtment Plant Operator I
36	\$36.91	\$48.47	\$76,773	\$100,818	Deputy Auditor II Laboratory Technologist II O&M Tech III O&M Tech III Pump Plant Maint Operator II Survey and Mapping Tech I
37	\$37.89	\$49.86	\$78,811	\$103,709	Admin Secretary Commercial Truck Driver A Commercial Truck Driver B Facilities Maint Mechanic IT Business Analyst I 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

38	\$38.93	\$51.21	\$80,974	\$106,517	Accountant 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	\$40.02	\$52.62	\$83,242	\$109,450	Admin Assistant III Assoc IT Proj Contr Specialist Designer III Instrumnt&Cntrl Tech II Sr Accounting Tech Treasury Administrator
40	\$41.12	\$54.14	\$85,530	\$112,611	Survey and Mapping Tech II Wtr Trtment Plant Operator II
41	\$42.25	\$55.59	\$87,880	\$115,627	Asst System Operator Legal Assistant III O&M Tech IV Photographer II Property Maintenance Tech Videographer II

42	\$43.43	\$57.22	\$90,334	\$119,018	Asst Resource Specialist I Hydroelectric Specialist I IT Business Analyst II 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 O&M Tech IV Payroll Technician II Real Estate Representative II
43	\$44.67	\$58.81	\$92,914	\$122,325	Assoc Biologist 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 Specialst III Planner Scheduler Public Affairs Rep II Sr Designer Technical Illustrator II Technical Writer II Water Quality Technician III
44	\$45.89	\$60.44	\$95,451	\$125,715	Admin Analyst IT Project Controls Specialist Instrumnt&Cntrl Tech III Legal Analyst

45	\$47.18	\$62.15	\$98,134	\$129,272	Aqueduct & Power Dispatcher Asst Resource Specialist II Deputy Auditor III Project Controls Specialist Sr Accountant System Operator Wtr Trtment Plant Operator III
46	\$48.47	\$63.84	\$100,818	\$132,787	Aqueduct Pump Specialist Asst Engineer II Real Estate Representative III
47	\$49.86	\$65.59	\$103,709	\$136,427	Conveyance&Distrbtn Specialist Diver-Inland Commercial IT Business Analyst III 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 Instrumnt&Cntrl Tech Specialist Legal Technology Specialist

48	\$51.21	\$67.36	\$106,517	\$140,109	Assoc Environmental Specialist Biologist Chemist Chief Photographer Construction Inspector III Deputy Treasurer Electrical Specialist Engineering Tech III Fleet Coordinator Hydroelectric Specialist II Lab Info Systems Specialist II Limnologist Microbiologist Power Line Specialist Pr Designer Production Planner Pump Plant Specialist Sr Buyer Sr Crane Certification Tech Sr Cross Connection Tech Sr Graphic Art Designer Sr Landscape Maintenance Tech Sr Planner Scheduler Sr Public Affairs Rep Sr System Operator Sr Videographer Sr Water Quality Technician Survey and Mapping Tech III System Operations Technician Technical Writer III Water Quality Specialist Wtr Treatment Plant Specialist
49	\$52.62	\$69.23	\$109,450	\$143,998	Assoc Resource Specialist Payroll Specialist Pr Accountant Sr Admin Analyst Sr IT Proj Controls Specialist Sr Legal Analyst
50	\$54.14	\$71.09	\$112,611	\$147,867	Assoc Engineer Sr IT Communication Technician Sr Project Controls Specialist Sr Real Estate Representative
51	\$55.59	\$73.04	\$115,627	\$151,923	Sr IT Support Analyst

52	\$57.22	\$74.97	\$119,018	\$155,938	Sr Deputy Auditor Sr IT Business Analyst 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	\$58.81	\$77.04	\$122,325	\$160,243	Construction Inspector IV 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	\$62.15	\$81.19	\$129,272	\$168,875	Pr Admin Analyst Pr Graphic Art Designer Pr Legal Analyst Pr Videographer Resource Specialist
56	\$63.84	\$83.51	\$132,787	\$173,701	Construction Inspector V Engineer Pr Project Controls Specialist Quality Assurance Officer Sr Land Surveyor
58	\$67.36	\$88.01	\$140,109	\$183,061	Pr Biologist Pr Chemist Pr Limnologist Pr Microbiologist Pr Water Quality Specialist