SEIU Local 721 Lake Hemet Municipal Water District

Memorandum of Understanding

July 1, 2017, through June 30, 2020





Memorandum of Understanding

between

Lake Hemet Municipal Water District

and

Service Employees International Union Local 721

July 1, 2017

to

June 30, 2020

Table of Contents

A	RTICLE 1 – UN Section 1.1	ION RIGHTSRecognition	
	Section 1.2	Contract Bar	
	Section 1.3	Petitions for Decertification	
	Section 1.4	Maintenance of Membership	.3
	Section 1.5	Indemnity Clause	
	Section 1.6	Agency Shop	
	Section 1.7	Union Dues	
	Section 1.8	Service Fees	
	Section 1.9	Religious Objectors	
	Section 1.10	Committee on Political Education Fund	
	Section 1.11	Payroll Deductions	.4
	Section 1.12	Records	
	Section 1.13	New Employees	
	Section 1.14	Union Stewards	
	Section 1.15	Bulletin Boards	. 7
	Section 1.16	Union Meetings	. 7
	Section 1.17	Contract Negotiations	
		NAGEMENT RIGHTS N-DISCRIMINATION CLAUSE	
A		PLOYMENT STATUS	
		Full-Time Employee	
	Section 4.2	Part-Time Employee	
	Section 4.3	Temporary Employee	
	Section 4.4	Probationary Employee	
	Section 4.5	Regular/Permanent Status	
	Section 4.6	Reclassification of Employment Status	. 9

Section 4.7	Documentation of Employment Status	9
	OMPENSATION	
Section 5.1	Salary Increases	10
Section 5.2	Minimum Salary Ranges	10
Section 5.3	Step Increases	10
Section 5.4	Performance Evaluation	11
Section 5.5	Longevity Bonus	12
Section 5.6	Overtime	12
Section 5.7	Compensatory Time Off	12
Section 5.8	Standby Pay	13
Section 5.9	Call Back Pay	14
Section 5.10	Out-of-Class Pay	16
Section 5.11	Bilingual Pay	16
Section 5.12	Deferred Compensation Plan	17
ARTICLE 6 – HE Section 6.1	EALTH BENEFITS AND INSURANCEHealth Benefits	
Section 6.2	Life Insurance	18
Section 6.3	Insurance Committee	18
	CK LEAVE	
Section 7.1	Accrual	18
Section 7.2	Frozen Sick Leave	19
Section 7.3	Use of Sick Leave	19
Section 7.4	Sick Leave Cash-Outs	20
Section 7.5	Conversion of Sick Leave to Retirement Service Credit	21
Section 7.6	Donation of Sick Leave	22
ARTICLE 8 – HO Section 8.1	Paid Holidays	
Section 8.2	Floating Holidays	23
Section 8.3	Procedure if Holiday Falls on a Weekend Day	23
Section 8.4	Working on a Holiday	23
Section 8.5	Procedure if Holiday Falls on Regular Day Off	23

ARTICLE 9 – VA	ACATION	24
Section 9.1	Accrual	24
Section 9.2	Vacation Sell Back	24
Section 9.3	Vesting Rights	25
Section 9.4	Maximum Accumulation	25
Section 9.5	Use of Vacation Leave	25
ARTICLE 10 – C	OTHER LEAVE	25
Section 10.1	Unpaid Leave of Absence for Illness, Injury or Disability	25
Section 10.2	Personal Unpaid Leave of Absence	25
Section 10.3	Provisions for Leaves of Absences	26
Section 10.4	Bereavement Leave	26
Section 10.5	Jury Duty	27
Section 10.6	Court Appearances	27
Section 10.7	Military Leave	27
Section 10.8	Regulatory Leave	27
ARTICLE 11 – P	ERSONNEL PROVISIONS	28
Section 11.1	Job Classifications	28
Section 11.2	Meal Allowance	28
Section 11.3	Uniforms	28
Section 11.4	Safety Shoes/Boots	28
Section 11.5	Prescription Safety Glasses	29
Section 11.6	Cell Phones	29
Section 11.7	Employee Use of Campground	30
Section 11.8	Contracting Out	30
ARTICLE 12 – T	RANSFERS AND PROMOTIONS	31
Section 12.1	Opportunities for Transfer or Promotion	31
Section 12.2	Salary upon Transfer or Promotion	31
Section 12.3	Return to Former Class	31
ARTICLE 13 – L	AYOFF	32
Section 13.1	Seniority	32
Section 13.2	Order of Layoff	33

Section 13.3	Notice of Layoff	33
Section 13.4	Recall	33
Section 13.5	Retention of Employee Rights During Layoff	33
	MPLOYEE SAFETY	
Section 14.1	Safety Committee	34
Section 14.2	Safety of Work Assignments	34
Section 14.3	Safety Incentive Bonus	34
	IMBURSEMENT PROGRAMS	
Section 15.1	Tuition Reimbursement Program	35
Section 15.2	License and Certification Reimbursement Program	36
Section 15.3	Payment of Funds	36
Section 15.4	Repayment of Funds	37
ARTICLE 16 – DIS	SCIPLINE POLICY	
Section 16.1	Just Cause	37
Section 16.2	Use of Progressive Discipline	37
Section 16.3	Notice of Disciplinary Action	38
Section 16.4	Appeal Rights	38
Section 16.5	Appeal Hearing	39
ARTICLE 17 – GR	RIEVANCE PROCEDURE	39
Section 17.1	Definition	39
Section 17.2	Form	39
Section 17.3	Representation	40
Section 17.4	Steps	40
Section 17.5	Mediation	41
Section 17.6	Timelines	41
ARTICLE 18 – RE	TIREMENT	
Section 18.1	California Public Employees Retirement System	41
Section 18.2	Definitions	42
Section 18.3	Plans	42
Section 18.4	Contributions	43
Section 18.5	Optional CalPERS Benefits	43
Section 18.5	Optional CalPERS Benefits	4

Section 18.6	Retiree Medical Benefits	 44
ARTICLE 19 – ANT	TI-STRIKE CLAUSE	 44
ARTICLE 20 – MA	NTENANCE OF BENEFITS	 45
ARTICLE 21 – SAV	INGS CLAUSE	 45
APPENDIX A – SA	LARY SCHEDULES	 46
EXECUTION OF T	HE NEW MOU	49

PREAMBLE

Pursuant to the Lake Hemet Municipal Water District Employer-Employee Resolution No. 503 ("EER") and in accordance with negotiations between the representatives of Lake Hemet Municipal Water District ("District") and Service Employees International Union, Local 721 ("SEIU" or "Union") concerning salaries, wages, hours, and other terms and conditions of employment falling under the purview of the Meyers-Milias-Brown Act, agreement has been reached on salaries and related benefits for employees of the District.

Subjects of this agreement, following below, reached between the District and SEIU shall become effective July 1, 2017 and remain in full force and effect until midnight on June 30, 2020.

In the event either party desires to negotiate a successor Memorandum of Understanding ("MOU"), such party shall serve upon the other, during the period from March 1st to March 3lst in the year of expiration of the most current MOU, its written request to commence negotiations. Upon receipt of such written notice, negotiations shall begin no later than April 15th, unless mutually agreed upon otherwise by the parties. All provisions of this MOU shall remain in full force and effect until a new successor MOU has been agreed upon by the parties. If neither party provides such notice within this time period, the MOU shall automatically be extended for an additional one (1) year term, with the exception that there will be no additional salary increases beyond July 2, 2019 as stated in Section 5.1 of this MOU.

All references to "day(s)" contained in this MOU are to calendar day(s), unless expressly noted otherwise.

<u>ARTICLE 1 – UNION RIGHTS</u>

Section 1.1 Recognition

In accordance with the terms of the EER, the District hereby acknowledges its recognition of Service Employees International Union Local 721 as the only bargaining representative for all eligible employees presently, or hereafter, employed by the District in the appropriate bargaining unit.

This recognition specifically excludes employees in confidential, ranger and management positions, including but not limited to the following:

- General Manager
- Assistant General Manager
- Administrative Services Manager
- Accountant
- District Secretary
- Human Resources Specialist
- Customer Service Officer
- Construction Manager
- Purchasing Manager
- Field Services Supervisor
- Maintenance Manager
- Operations Manager Water/Wastewater
- Administrative Assistant
- Junior Accountant
- Senior Ranger
- Ranger

Section 1.2 Contract Bar

Except as provided in Section 1.3, requests for a representation election shall be denied during the term of an existing MOU.

Section 1.3 Petitions for Decertification

Petitions requesting decertification may be received by the District only during the thirty (30) day period between ninety (90) and sixty (60) days prior to the expiration date of an existing MOU.

Section 1.4 <u>Maintenance of Membership</u>

Any employee, who is a member of the Union in good standing fourteen (14) days prior to the ratification of this MOU and all employees who thereafter become members shall remain a member of the Union in good standing, including payroll deductions in accordance with this article, for the term of this MOU.

Every employee who is a member of the Union shall have a right to withdraw from membership between April 1st and April 15th in the year of expiration of this MOU. To withdraw from membership, the employee shall notify the Union, in writing, of their termination of authorization for union dues payroll deductions. Such notification shall be delivered in person, or by certified United States mail, to the SEIU Inland Region main office in the form of a letter, personally signed and dated by the individual employee, containing the following information: employee's full name, employee's identification number, job classification, employer's name, and a statement of request to cancel membership and union dues payroll deductions for SEIU.

Section 1.5 Indemnity Clause

SEIU Local 721 its successors and assigns, shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District, and for any losses or damages incurred by the District on account of the maintenance of membership provisions and agency shop obligations.

Section 1.6 Agency Shop

The District and the Union mutually understand and agree that, as a result of the State of California's adoption of Government Code §3502.5, all employees in the bargaining unit represented by the Union have the right to join or not join the Union.

This bargaining unit has enacted an agency shop arrangement, pursuant to an election under Government Code §3502.5(b), which requires that as a condition of continuing employment, employees in the bargaining unit must join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption therefrom. Such service fee shall be established by the Union, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union.

The District shall provide all employees hired into Union represented positions with notice that an agency shop arrangement for the Union has been enacted pursuant to state law and provide them with a membership application supplied by the Union. New employees shall have thirty (30) days from their date of hire to fully execute membership into the Union by returning the completed application.

Section 1.7 Union Dues

An employee who chooses to join the Union shall pay the membership dues uniformly required of SEIU Local 721 members.

Section 1.8 Service Fees

Any employee who chooses not to join the Union, and who is employed in the bargaining unit, shall make payment of service fees in lieu of dues to the Union. Such payments shall not exceed the periodic dues uniformly required of members.

Section 1.9 Religious Objectors

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall, upon presentation of active membership in such religion, body or sect, not be required to financially support the Union as a condition of employment.

To be considered for such exemption, the employee is required to submit a written request for exemption, in accordance with the Union's policies regarding religious objectors, to the Union. Upon approval of such request, the Union shall submit the withheld funds, deducted in an amount equal to the service fee, to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code ("IRC"), to be chosen by the employee.

Charitable contributions shall be made by regular payroll deductions only.

Section 1.10 Committee on Political Education Fund

The District agrees to allow voluntary payroll deductions, for the SEIU Local 721 Committee on Political Education (COPE) Fund, in an amount the employee specifies in writing to the Union.

Section 1.11 Payroll Deductions

The District shall begin the applicable deduction of Union dues, charitable contributions, or COPE contributions no later than the beginning of the first pay period

commencing after receipt of the membership application or written notice of a religious exemption or COPE contribution from the Union.

If a membership application is not submitted within the first thirty (30) days of entry into the bargaining unit or an existing membership is withdrawn, the District shall automatically begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the thirty (30) days or if applicable, upon receipt of written notice from the Union in the change in membership status of the employee.

No dues, service fees, charitable contributions, or COPE contributions shall be deducted during any pay period when an employee's earnings are insufficient after all other deductions are made, to cover the amount of the deductions on behalf of the Union.

When an employee is in a non-pay status for an entire pay period, no deductions on behalf of the Union will be made during that pay period.

In the case of an employee being in a non-pay status for part of a pay period, deductions shall be made as long as earnings, after all other deductions, are sufficient to cover the amount of the deductions on behalf of the Union for that pay period.

The Union shall advise the District, in writing, of the amount of dues, service fees, charitable contributions, and COPE contributions to be deducted.

Any change in the amounts will be submitted to the District, in writing, at least fourteen (14) days prior to the effective date of such change.

All deducted dues, service fees, charitable contributions, and COPE contributions shall be remitted to the Union no later than fourteen (14) calendar days after the deduction. The District shall also provide an itemized statement detailing each employee's full name, employee identification number, job classification, date of hire, home address, home/cell phone number, salary step, rate of pay, number of hours in a paid status, amount of each deduction, category of each deduction (i.e. dues, service fee, charitable contribution, or COPE contribution), identify any change in employment status (i.e. new hire, promoted, demoted, terminated, on leave with/without pay, on disability, retired, etc.), and identify the date of any applicable change in employment status.

Section 1.12 Records

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written

financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under Labor Management Disclosure Act of 1959 or Government Code §3456.5 shall satisfy this requirement.

Section 1.13 New Employees

The District will notify the Union of all new hires within the bargaining unit within one (1) week after their having been employed, furnishing the Union with the new employee's full name, employee identification number, home/mailing address, phone number, position for which he/she was hired and the department/section the employee will be working.

The District will provide newly hired employees with up to one (1) hour to meet with the Union to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership.

Section 1.14 Union Stewards

The Union may select up to five (5) employees who act as union stewards. Such employees shall be certified by the Union and designated in writing to the District.

The stewards shall have the authority to investigate complaints, process or resolve grievances, and distribute union information, provided that such activity does not unnecessarily interfere with the regular work routine of any employee. Reasonable advance notice shall be given to the supervisor when a steward desires to be away from his/her duty assignment to perform union activities. The investigation, preparation, processing and presentation of employee grievances shall be permitted during working hours without any loss of regular compensation or benefits to the designated steward and grievant. If permitted activities would negatively impact the steward's or grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities.

An employee has the right to request a steward or union representative be present at any discussion on disciplinary actions or grievance proceedings.

Management will provide written notification to the Union of an impending major disciplinary action, upon the request of the employee against whom the disciplinary action is pending.

Section 1.15 Bulletin Boards

The Union shall be allowed to use pre-designated bulletin boards in each facility to post notices regarding union business. No offensive material shall be posted. All materials shall be dated and signed by the designated union representative or steward who posted the notice. Posted materials should be kept neatly displayed and outdated items should be removed in a timely manner.

Section 1.16 Union Meetings

The District agrees to provide the Union with a conference room to allow the Union to meet with bargaining unit employees for informational purposes and/or to conduct union meetings.

Section 1.17 Contract Negotiations

A maximum of three (3) employees may participate in negotiations during regular work hours without the loss of any regular compensation or benefits. This includes all bargaining sessions where the parties mutually agree to meet during regular work hours and any required caucus or preparation time which may be related to bargaining.

<u>ARTICLE 2 – MANAGEMENT RIGHTS</u>

The rights of the District include, but are not limited to, the exclusive right to:

- Determine the mission of its constituent departments, commissions, and boards' set standards of service
- Determine the procedures and standards of selection for employment and promotion
- Direct its employees and assign work not expressly covered by job descriptions
- Take disciplinary action
- Relieve its employees from duty because of lack of work or for other legitimate reasons
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which governmental operations are to be conducted

- Determine the content of job classifications
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion over its organization and the technology of performing its work.
- Determine normal working hours and to schedule shifts

Nothing in this article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the District by the Municipal Water District Law of 1911 as amended or other laws regulating, authorizing, or empowering the District to act or refrain from acting.

ARTICLE 3 – NON-DISCRIMINATION CLAUSE

The Union will accept into membership and all provisions of this MOU shall apply to all eligible persons in the bargaining unit without discrimination or regard to sex, sexual orientation, race, age, disability, pregnancy, color, national origin, creed, or any other legally protected class.

There shall not be any discrimination in respect to hiring, retention or any condition of employment due to membership in, or activities on behalf of, the Union.

ARTICLE 4 – EMPLOYMENT STATUS

The terms defined in this article pertain to their use in this MOU.

Section 4.1 Full-Time Employee

A "full-time employee" means an employee that is regularly scheduled to work forty (40) hours or more per seven (7) day work period.

Section 4.2 Part-Time Employee

A "part-time employee" means an employee who is regularly scheduled to work less than forty (40) hours during a seven (7) day work period.

Section 4.3 <u>Temporary Employee</u>

A "temporary employee" means an employee who is hired for a period of one (1) year or less. The District may extend the term of employment of a temporary employee beyond one (1) year for good cause, but in no event shall the District employ a temporary employee for longer than eighteen (18) consecutive months. In the event the District wants to continue to retain the services of such temporary employee, the employee shall become a permanent employee.

Temporary employees shall not receive any benefits, except those which are provided by law (i.e. sick leave).

Section 4.4 Probationary Employee

A new employee shall be considered to be a probationary employee for the first one (1) year from the date of the probationary employee's last date of hire. A probationary employee shall have no seniority rights and shall be subject to discharge at the District's sole discretion, but shall acquire seniority from the date of the probationary employee's last date of hire, upon completion of the employee's probationary period or any extension thereof. The District retains the right to extend probation, in ninety (90) calendar day increments as may be deemed appropriate, but in no case shall an employee serve a probationary period of more than a total of 18 (eighteen) months.

Section 4.5 Regular/Permanent Status

An employee who has satisfactorily completed the initial probationary period has regular/permanent status.

Section 4.6 Reclassification of Employment Status

If an employee is reclassified from temporary employment status to permanent employment status in the same job classification, the employee shall not be required to serve a probationary period upon said reclassification, provided that the employee has already satisfied the requirements of a probationary period, pursuant to Section 4.4 of this article, while serving in a temporary status.

Section 4.7 <u>Documentation of Employment Status</u>

All employees shall be provided with a copy of a document attesting to the employee's employment status upon their date of hire, promotion, or any other change of employment or payroll status. The document shall include: employee's name, date of

hire, employment status (i.e. temporary, permanent, probationary, full-time, part-time), present classification, present anniversary date, and present salary.

ARTICLE 5 – COMPENSATION

Section 5.1 Salary Increases

The salary ranges and corresponding salary steps for each classification shall be increased to reflect the following salary increases:

- (a) Effective the first pay period following July 1, 2017, each employee shall receive a two and one-half percent (2.5%) cost-of-living-adjustment (COLA) increase in salary.
- (b) Effective the first pay period following July 1, 2018, each employee shall receive a two percent (2.0%) COLA increase in salary.
- (c) Effective the first pay period following July 1, 2019, each employee shall receive a one percent (1.0%) COLA increase in salary.

Section 5.2 Minimum Salary Ranges

The minimum salary ranges with corresponding salary steps for each classification are set forth in Appendix A of this MOU.

Section 5.3 Step Increases

- 1. An employee shall be eligible to receive yearly step increases within the established range for the employee's job classification. Said increases shall be based solely upon merit, and will be granted within the sole discretion of the District. The District's exercise of its discretion herein shall not be arbitrary or capricious.
- 2. The advancement within the classification of an employee is not automatic, but the result of increased service value to the District. In determining the increased service value of an employee, consideration shall be given to the length of service, the personal performance record, any specific training, and any other evidence that illustrates the determination regarding an employee's increased service value to the District. Advancements shall be subject to the recommendation of the supervisor, and the approval of the General Manager.

- 3. The first five (5) levels of advancement (i.e. Steps 1 through 5) are granted according to the conditions outlined above.
- 4. The last two (2) levels of advancement (i.e. Steps 6 and 7) shall be granted to an employee who has shown a dedication and level of job performance beyond that which would normally be expected of, and associated with, the position. Advancement at these last two (2) levels shall be based upon a recommendation from the supervisor, and shall be subject to the approval of the General Manager. Items that might be considered in the decision to award one or more of these steps to an employee include, but are not limited to:
 - Continuing education with job-related courses completed, including graduation from an accredited college with a job-related degree.
 - Award of a professional job-related license or certificate.
 - Assignment and acceptable performance in a higher job classification at Step 5.

In no case will an increase to Steps 6 or 7 be based solely on longevity with the District. The supervisor shall identify specific goals and objectives needed, in the employee's annual performance evaluation, for the employee to be eligible for these steps. If the employee meets the specific goals and objectives identified, the employee shall be advanced to the next level; however, just meeting the minimum qualifications of the position does not qualify for this advancement.

5. An employee that is denied salary advancement and believes their current job performance justifies such advancement, may request a meeting with the General Manager to informally discuss the issue. The request should be made within fourteen (14) calendar days of receipt of the performance evaluation. The General Manager shall render a decision within thirty (30) calendar days following the informal meeting. The decision of the General Manager shall be final and not subject to the grievance procedure.

Section 5.4 Performance Evaluation

Employees shall receive at least one (1) performance evaluation per year. Said performance evaluation shall be prepared and discussed with the employee during the months of August or September, and a merit pay increase granted in connection with said performance evaluation, if any, shall become effective on October 1st. This section

shall not preclude the District from evaluating employees or granting merit pay increases at times other than those set forth in this section.

Section 5.5 Longevity Bonus

The District shall provide a longevity bonus to each eligible employee as follows:

Upon the completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous service with the District, the eligible employee shall receive a salary increase equivalent to two and one-half percent (2.5%) of the employee's existing wage rate, as set forth in Appendix A.

This bonus shall be paid in addition to any other wage increase to which the employee may be entitled to under this MOU.

Employees hired after June 30, 2004 shall not be eligible for a longevity bonus.

Section 5.6 Overtime

- 1. Overtime shall consist of hours worked:
 - (a) In excess of eight (8) hours per day [nine (9) hours per day in the case of employees assigned to nine (9) hour shifts or ten (10) hours per day in the case of employees assigned to ten (10) hour work shifts]; or
 - (b) In excess of forty (40) hours per workweek.
- 2. Overtime shall be paid at one and one-half $(1\frac{1}{2})$ times the employee's regular rate of pay; provided, however, hours worked in excess of fourteen (14) hours per day shall be paid at double time (2X) the employee's regular rate of pay.
- 3. A "day" for the purpose of overtime calculation begins at the start of the employee's work shift and ends twenty-four (24) hours later.
- 4. There shall be no duplication or pyramiding of overtime premiums for the same hours worked.

Section 5.7 Compensatory Time Off

1. Employees who work overtime may elect to receive pay for the overtime hours worked or accrue up to one hundred and twenty (120) hours of compensatory time off ("CTO") at any time during the fiscal year.

- 2. CTO shall be earned at the rate of:
 - (a) One and one-half ($1\frac{1}{2}$) times for each hour of overtime worked; or
 - (b) Double time (2X) for each hour of overtime worked beyond fourteen (14) consecutive hours in a day.
- 3. Hours earned in excess of the one hundred and twenty (120) hour maximum accumulation allowed must be paid in cash in the same pay period in which the overtime is earned. Employees must designate, on their time cards, their election to have overtime credited as CTO.
- 4. Employees must receive prior written approval from the General Manager or designee prior to using CTO.
- 5. Employees may opt to convert accumulated CTO to cash on a bi-annual basis.

Employees wishing to convert CTO to cash must notify management in writing by June 1st and/or December 1st. These optional cash-outs may be taken in any full hour increment, but shall not to exceed the total amount of accumulated CTO at the time of the cash-out request. Payment shall be made within thirty (30) days at the employee's rate of pay at the time of such payment.

Consistent with District practice, all accumulated CTO shall automatically be cashed out in full each fiscal year on June 20th.

Section 5.8 Standby Pay

- 1. Employees, excluding Water Operators, assigned to standby duty shall be compensated as follows:
 - (a) Three (3) hours of pay at one and one-half (1½) times the employee's regular rate of pay for each district-recognized holiday, Saturday or Sunday so assigned; and
 - (b) Two (2) hours of pay at one and one-half (1½) times the employee's regular rate of pay for each Friday or day preceding a district-recognized holiday so assigned; and
 - (c) One (1) hour of pay at one and one-half (1½) times the employee's regular rate of pay for each Monday, Tuesday, Wednesday and Thursday, (excluding district-recognized holidays or the day preceding a district-recognized

holiday), so assigned.

- 2. Water Operators assigned to standby duty shall be compensated as follows:
 - (a) One (1) hour of pay at one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay per day so assigned.
- 3. Employees assigned to standby shall be required to respond to telephone calls or electronic notifications within fifteen (15) minutes or less.

If the problem cannot be fully addressed by telephone, or remotely within fifteen (15) minutes of the notification, the employee is required to be in route to the source of the problem within fifteen (15) minutes. The District understands this response time may vary depending upon the location of the call-out, weather, traffic, road conditions, etc.

- 4. Employees assigned to standby may be permitted to take home a District vehicle.
- 5. Employees shall be selected for weekly standby assignment on a rotational basis. Employees may elect to trade weekly or daily standby assignments upon the approval of a supervisor. Employees may elect to be assigned to standby for no more than three (3) consecutive weeks at a time.

Section 5.9 Call Back Pay

1. Call Back Defined

A call back occurs when an employee is requested or ordered to perform work on behalf of the District, and thereafter performs works during a non-regularly scheduled work shift. Call back pay does not occur when an employee is held over from their prior work shift with no break in working hours.

A call back commences upon receipt of the request or need to perform work on behalf of the District. A call back ends when the employee has completed the task and/or returned home.

There shall be no duplication or pyramiding of call back pay for the same hours worked.

2. Call Back Rates

Employees shall receive one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for hours worked during a call back, except as may otherwise be provided in this MOU for the payment of overtime.

3. Minimum Payment for Call Back

Time spent on call backs in excess of the guaranteed minimum payments shall be paid in fifteen (15) minute increments. The guaranteed minimum payments are as follows:

(a) Physical Call Back

If called back to perform work on behalf of the District at a physical location, the employee shall receive a minimum of one (1) hour of pay, at the appropriate overtime rate, for each physical call back.

(b) Telephone Call Back

For all employees assigned to standby, or as approved by a supervisor, if the employee answers, responds to, or makes a telephone call on behalf of the District outside of their regular work hours, the employee shall receive a minimum of fifteen (15) minutes pay, at the appropriate overtime rate, for each telephonic call back.

(c) Remote Call Back

Water Operators will use their best efforts to maintain system alerts to minimize the need for remote call backs.

If a Water Operator is not assigned to standby and is required to perform work from a remote location (i.e. accessing a database such as SCADA), the employee shall receive a minimum of fifteen (15) minutes pay, at the appropriate overtime rate, for each remote call back.

If a Water Operator is assigned to standby and is required to perform work from a remote location, the employee shall not be eligible to receive the minimum payment until the third (3rd) incident requiring a remote call back each day so assigned, at which time the employee shall start to receive a minimum of fifteen (15) minutes pay, at the appropriate overtime rate, for each remote call back occurring on that same day. This shall not preclude the

employee from the payment of overtime for any time spent on any remote call back in excess of fifteen (15) minutes. A "day", for this purpose, shall be the consecutive time period, commencing from the end of one (1) regular shift to the beginning of the next regular shift, when no employee has been regularly scheduled to work.

Section 5.10 Out-of-Class Pay

Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, and where those duties, upon the completion of which, such duties or similar duties will not be extended or needed on a continuing basis, the employee shall be entitled to an upward salary adjustment in an amount which will reasonably reflect the duties which the incumbent performed.

The employee shall be entitled to such upward adjustment for the entire period such temporary duties were performed, provided that the assignment was for a period of at least five (5) working days during any fifteen (15) calendar-day period.

It is the intent of this section to permit the District to temporarily work bargaining unit employees outside of their normal duties, but in so doing to require that some reasonable additional compensation is provided to the employee during such temporary assignment.

Section 5.11 Bilingual Pay

The District shall pay fifty dollars (\$50.00) per pay period to designated employees who are proficient in a foreign language or American Sign Language and provide translation services on behalf of the District during the course of their employment.

Upon request, initial proficiency shall be demonstrated by a standard examination program approved by the District.

Management retains discretion in determining the number of employees in each classification and/or department which may be needed to provide translation services for the District. In no event shall an employee be assigned, or required to provide translation services on behalf of the District if they are not being compensated for such services.

Section 5.12 <u>Deferred Compensation Plan</u>

The District offers and administers a deferred compensation plan. Voluntary contributions may be made to this plan at the sole discretion and cost of each individual employee. The District does not make any contributions to this plan.

<u>ARTICLE 6 – HEALTH BENEFITS AND INSURANCE</u>

Section 6.1 Health Benefits

1. Premiums

The District agrees to pay eighty percent (80%) of the premium costs for the employee and the employee's eligible dependents enrolled in the District's medical, dental and vision insurance plan.

The employee shall pay the remaining twenty percent (20%) of the premium costs through salary reduction in the District's IRC Section 125 plan.

2. Medical Waiver Option

An employee may elect, in writing, not to participate in the District's medical insurance plan, provided the employee submits written proof of comparable group coverage. Employees electing not to participate in the District's medical insurance plan pursuant to this section and who show proof of health insurance coverage with another policy may receive a cash payment equal to eighty percent (80%) of the employee-only premium for the least expensive medical plan option offered by the District.

3. <u>Health Benefit Providers and Coverage</u>

The District agrees to offer employees health benefit plans with medical, dental, vision and orthodontic coverage. Notwithstanding the above, the parties agree the District retains the sole right to modify health benefit providers and coverage.

4. Dependent and Elder Care Plan

Pursuant to the District's IRC Section 125 plan, a dependent and elder care plan is offered to employees at their sole expense.

Section 6.2 <u>Life Insurance</u>

The District agrees to offer employees group term life insurance at no cost to its employees. The benefit under this policy is equal to the employee's annual salary.

In addition, employees may purchase up to one hundred thousand dollars (\$100,000.00) worth of group term life insurance at their own expense through the District's IRC Section 125 plan.

Section 6.3 Insurance Committee

An Insurance Committee shall be created. The purpose of the Insurance Committee shall be to evaluate such matters as to the quality, cost, and administration of coverage under existing health and dental plans, and to identify, evaluate, and recommend alternative coverage and providers.

The Insurance Committee shall consist of the General Manager, and an appointee of the General Manager and two (2) employees selected by the Union.

The Insurance Committee shall be advisory only and shall not constitute a restriction or limitation on the District's sole right to modify health and dental benefit providers and coverage.

ARTICLE 7 – SICK LEAVE

Section 7.1 Accrual

1. <u>Full-Time Employees</u>

Full-time employees shall accrue annual sick leave at the rate of four (4) hours per pay period, or eight (8) hours per month, for a total of ninety-six (96) hours per calendar year in their regular sick leave bank ("Bank A").

Full-time employees shall be allowed to carry over up to a maximum of ninety-six (96) hours in Bank A from year-to-year.

Unused sick leave hours in excess of this maximum cap shall be paid out to the employee in accordance with Section 7.4 below.

2. <u>Part-Time Employees</u>

Part-time employees shall accrue sick leave on a pro rata basis.

Part-time employees shall not be allowed to accumulate sick leave from year to year. Unused sick leave hours will be forfeited at the end of each calendar year and are not eligible for cash-out as allowed in Section 7.4.

3. <u>Temporary employees</u>

Temporary employees who work for the District for thirty (30) days or more within the same calendar year, shall accrue up to three (3) days of sick leave, or three times (3X) their regularly scheduled daily shift hours, whichever is greater. Sick leave shall accrue at the appropriate rate, so as to provide only the minimum amount of sick leave required by law, commencing upon hire and on January 1st of each calendar year thereafter.

Temporary employees shall not be allowed to accumulate sick leave from year to year. Unused sick leave hours will be forfeited at the end of each calendar year and are not eligible for cash-out as allowed in Section 7.4.

Temporary employees shall not be allowed to use this paid sick leave until they satisfy a ninety (90) day employment period with the District in the same calendar year.

A temporary employee who leaves employment with the District, but then is reinstated within that same calendar year, shall have all previously unused sick leave in that calendar year restored.

Section 7.2 Frozen Sick Leave

As of July 1, 2012, employees who had accumulated sick leave up to June 30, 2012 shall have all such sick leave hours frozen, in hours and in cash value, in a separate sick leave bank ("Bank B"). Employees may opt to use these frozen sick leave hours in Bank B for the purpose of actual sick leave, cash-out, and/or conversion to retirement service credit.

Section 7.3 Use of Sick Leave

1. Upon written or verbal request, employees shall be allowed to utilize accumulated sick leave in Bank A or B for up to the total hours they are scheduled for the day(s) they are on sick leave.

If the need to use sick leave is foreseeable, the employee must provide reasonable advance notice. If the need to use sick leave is unforeseeable, notice must be given as soon as practicable.

An employee who finds they are unable to report for duty and must use sick leave for a qualifying event shall notify his/her supervisor at least one (1) hour prior to their scheduled start time, unless extenuating circumstances prevent this.

2. Personal Sick Leave

Sick leave may be used for absences due to the employee's personal illness, injury, preventative care (i.e. doctor's appointments, etc.), the birth/adoption of a child, or any other reason as required by law.

3. Family Sick Leave

Sick leave may also be used for absences due to the illness, injury or preventative care of a qualified family member.

For the purpose of family sick leave, a qualified family member is defined as the employee's child (including but not limited to biological, adopted, foster, step, employee acting in loco parentis, or any other form of legal guardianship), parent, sibling, registered domestic partner, spouse, or step/in-law/grand relationships of all of these categories.

4. Upon written approval by the General Manager, an employee may use sick leave prior to its accrual or in excess of the current amount accumulated. In the event the employee is terminated or retires, the employee authorizes the District to deduct any paid, but unaccrued sick leave hours from the employee's final paycheck.

Section 7.4 Sick Leave Cash-Outs

1. Regular Sick Leave

(a) Mandatory Cash-Out

Sixty percent (60%) of the sick leave accumulated in Bank A, in excess of the maximum accumulation amount allowed in Section 7.1, shall be automatically paid to eligible employees on December 5th, or the next business day, each year.

Any hours remaining after such mandatory cash-out, in excess of the maximum accumulation amount, shall be transferred to a separate sick leave bank in accordance with Section 7.5(2) at the end of each calendar year.

(b) Cash-Out Upon Retirement

Upon retirement, eligible employees may opt to cash-out up to sixty percent (60%) of sick leave accumulated in Bank A in accordance with Section 7.1.

(c) Rate of Payment

Payments for cash-out of regular sick leave hours in Bank A shall be calculated at the employee's current rate at the time of the payment.

2. Frozen Sick Leave

(a) Optional Cash-Out

Employees may request to cash-out frozen sick leave hours in Bank B at any time and in any increment.

- (b) Employees with less than fifteen (15) years of full continuous service, as of June 30, 2012, may cash-out frozen sick leave hours in Bank B at the rate of fifty-five percent (55%) until the bank has been depleted.
- (c) Employees with fifteen (15) years or more of full continuous service, as of June 30, 2012, may cash-out frozen sick leave hours in Bank B at the rate of one hundred percent (100%) until the bank has been depleted.

(d) Cash-Out Upon Retirement

Upon retirement, the employee may opt to cash-out remaining frozen sick leave hours in Bank B in accordance with Sections 7.4(2)(b) and (c).

(e) Rate of Payment

Payments for cash-out of frozen sick leave hours in Bank B shall be calculated based on the employee's rate of pay as of June 30, 2012.

3. Payments for cash-out of sick leave will be paid by separate check instead of regular payroll checks subject to ordinary withholdings and deductions. Cash-outs for sick leave and vacation may be combined on the same check.

Section 7.5 Conversion of Sick Leave to Retirement Service Credit

1. In accordance with Section 18.5, an eligible employee may convert accumulated regular and frozen sick leave hours to retirement service credit upon retirement.

2. The parties agree that if allowed by law, CalPERS, and with no additional liability for the District, employees shall have the option to deposit excess accumulated but unused sick leave hours from Bank A into a separate sick leave bank ("Bank C") and frozen for the purpose of conversion to retirement service credit only in lieu of the current mandatory annual cash-outs and/or forfeiture in Section 7.4 above. The parties agree the hours in Bank C would have no cash value.

The parties agree and understand the General Manager will work with the Union to request an opinion letter from CalPERS on the validity of this provision. The District shall take no action to implement a Bank C unless and until the District receives written authority from CalPERS confirming that such action is legal and authorized. Should the District receive said written authority, the District shall seek an opinion from its auditors to determine if said action would constitute a booked liability.

Section 7.6 Donation of Sick Leave

Employees may donate accumulated sick leave to other employees to provide them with additional time off due to illness or injury. Any hours donated will be based on an hour donated—an hour received basis regardless of the salaries between the donor and the recipient.

<u>ARTICLE 8 – HOLIDAYS</u>

Section 8.1 Paid Holidays

The following nine (9) days shall be recognized by the District as paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day

The hour value for each holiday paid shall be equivalent to the employee's regularly scheduled work period.

Section 8.2 Floating Holidays

In addition to the holidays set forth in Section 8.1 above, District employees shall be entitled to four (4) floating holidays, up to a maximum of thirty-six (36) hours, each calendar year. Such holidays shall be taken in the year accrued or they shall be forfeited. Floating holiday hours may be taken in any full hourly increment and shall be scheduled with the approval of management.

Section 8.3 Procedure if Holiday Falls on a Weekend Day

- 1. When a holiday in Section 8.1 falls on a Saturday, the District shall observe the preceding Friday as the holiday.
- 2. When a holiday in Section 8.1 falls on a Sunday, the District shall observe the following Monday as the holiday.
- 3. Since Water Operators are regularly assigned to work seven (7) days a week, the District shall observe the date the actual holiday occurs for the purpose of this article for employees in these classifications.

Section 8.4 Working on a Holiday

In the event an employee is required to work their regular shift on a holiday designated in Section 8.1 above, the employee shall receive one and one-half ($1\frac{1}{2}$) time for all hours worked, plus the paid holiday.

Upon written request, the employee shall have the option to bank the holiday hours in their vacation bank in lieu of receiving the holiday pay.

Section 8.5 Procedure if Holiday Falls on Regular Day Off

If a holiday occurs on a day which is the employee's regularly scheduled day off, the employee shall be credited with the holiday hours in their vacation bank.

<u>ARTICLE 9 – VACATION</u>

Section 9.1 Accrual

1. Vacation leave is accrued at the following rates per pay period for each full year of continuous service:

Years of Service	Pay Period Accrual	Annual Accrual
Up to five (5) years	3.33 hours	80 hours
Five (5) years	3.67 hours	88 hours
Six (6) years	4.00 hours	96 hours
Seven (7) years	4.33 hours	104 hours
Eight (8) years	4.67 hours	112 hours
Nine (9) years	5.00 hours	120 hours
Ten (10) years	5.33 hours	128 hours
Eleven (11) years	5.67 hours	136 hours
Twelve (12) years or more	6.67 hours	160 hours

2. Regular part-time employees shall accrue vacation benefits on a pro rata basis.

Section 9.2 Vacation Sell Back

Employees may sell back accrued vacation hours down to eighty (80) hours. Employees must make written requests for the sell back of accrued but unused vacation hours on or before December 1st of each year for a December 10th (or next available business day) payment date.

The buyback amount shall be based on the employee's salary at the time of the payment. Payment for vacation sold will be by separate check instead of regular payroll checks subject to ordinary withholdings and deductions. Payment for the cash-out of vacation pay and sick leave pay can be combined on the same check.

Section 9.3 Vesting Rights

Vacation accrual does not vest until completion of the year for which it was earned.

Section 9.4 Maximum Accumulation

Vacation leave accumulation carried over from the previous year shall not exceed twenty (20) days.

Section 9.5 Use of Vacation Leave

Vacation leave shall be scheduled at the District's discretion. If an employee is unable to take vacation due to the needs of the District, the employee shall be paid for any loss of vacation time.

ARTICLE 10 – OTHER LEAVE

Section 10.1 Unpaid Leave of Absence for Illness, Injury or Disability

- 1. An unpaid leave of absence due to illness, injury, or disability may be granted upon presentation of a certificate by the employee's physician stating the necessity for such leave. Such leave may be extended upon presentation of a certificate by the employee's physician stating the medical necessity for such extension. Such leave, as extended, shall not exceed four (4) months and shall run concurrently with any leaves mandated by law.
- 2. For the purpose of this section, if an employee has been examined by a physician other than a physician designated by the District and the District believes that the certification or report of such physician may be inaccurate, it may require the employee requesting the leave of absence, or any extension thereof, to submit to a physical examination by a qualified physician of its choice. In the event of conflicting medical opinions, the District shall have the right to deny any leave of absence or extension thereof.

Section 10.2 Personal Unpaid Leave of Absence

The District may approve an unpaid leave of absence for personal reasons for periods not to exceed fifteen (15) days.

Section 10.3 Provisions for Leaves of Absences

- 1. All leaves of absence shall be requested in writing on a form provided by the District.
- 2. Continuous service shall not continue to accrue during an unpaid leave of absence.
- 3. Except as otherwise required by law, the approval of any leave of absence does not constitute a guarantee or assurance that the employee's position, or any other position, will be held open.

However, the District shall make a good faith effort to hold open the position of any employee on an approved leave of absence, pending the employee's return to work from said leave of absence. All leaves of absence are without pay, unless the employee requests or is required to utilize accumulated leave. An employee returning from a leave of absence shall be offered the first available vacancy in the employee's former job classification, provided that any refusal of such offer shall terminate the District's obligation under this section. Nothing herein shall require the District to create any new job or displace an existing employee, and the District shall have the right to place such returning employee on a thirty (30) day probationary evaluation period.

Section 10.4 Bereavement Leave

The District shall provide bereavement leave, to be deducted from an employee's accumulated leave banks (i.e. sick leave, holiday, vacation, compensatory time), due to the death of an immediate family member as follows:

- Three (3) days for incidents within fifty (50) miles of the employee's residence; or
- Five (5) days for incidents greater than fifty (50) from the employee's residence.

Depending upon the circumstances, additional time off, to be deducted from an employee's accumulated leave banks (excluding sick leave), may be approved at the discretion of the management.

For the purpose of this section, an immediate family member is defined as parents, parent-in-laws, spouse, registered domestic partner, siblings, children, grandchildren, or a "significant other" and/or family member living in the same household as the employee.

Section 10.5 Jury Duty

An employee who is summoned to serve on jury duty shall notify their supervisor of the summons, including the date, time and court, upon their first work day after receipt.

The employee must waive or give the District any fees received as a juror in exchange for regular pay, excluding mileage or fees received on a regularly scheduled day off.

The District shall pay for jury duty service up to a maximum of eighty (80) hours per calendar year.

Section 10.6 Court Appearances

All employees shall be granted time off with pay for court appearances where the employee is subpoenaed as a witness. This section shall not apply to an employee involved in non-district related litigation or a personal lawsuit, or in a court appearance involving an employee or the employee's family. In order to be granted time off with pay, the employee must submit proof of subpoena to the District.

Section 10.7 <u>Military Leave</u>

Employees who have been employed with the District for one (1) year or more shall be entitled to such leave of absence with pay for the first thirty (30) calendar days of annual active military duty for training purposes.

Employees returning to the District from active duty will be reinstated with their original hire dates and will receive seniority credit for vacation accruals and longevity bonuses earned during their absence.

Section 10.8 Regulatory Leave

The District shall continue to provide regulatory leave, including but not limited to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), as required by law.

While on regulatory leave, employees will continue to be eligible to participate in the District's group health benefits to the same extent that coverage is provided while the employee is actually working. Employees must exhaust all accumulated leave balances in connection with any regulatory leave.

<u>ARTICLE 11 – PERSONNEL PROVISIONS</u>

Section 11.1 Job Classifications

The District shall provide each employee with a defined job classification which clarifies their minimum job duties, including any required certification or licenses.

Section 11.2 Meal Allowance

The District shall provide a meal allowance, not to exceed ten dollars (\$10.00) per meal, for employees who are required to work overtime past 7:00 P.M. and as otherwise authorized by the General Manager. An employee must provide the District with a receipt for their meal in order to receive the allowance.

If, during the course of this MOU, the District makes arrangements with a local restaurant or restaurants for meals for employees, the employees shall be limited to eating at such restaurant or restaurants.

Section 11.3 Uniforms

- 1. The District shall continue to provide uniforms, in the same quantity, to those employees working in job classifications receiving uniforms and uniform laundry services as of July 1, 2017.
- 2. Office employees shall be provided uniform polo shirts upon request.

Section 11.4 Safety Shoes/Boots

The District agrees to reimburse eligible employees, electing to wear safety shoes/boots, up to one hundred and fifty (\$150.00) dollars per calendar year.

Eligible employees must comply with the following conditions:

- The employee submits bona fide receipt(s) showing proof of purchase; and
- The employee continues to wear said safety shoes/boots at all times when the employee is operating a jackhammer, drill, or hand-held compaction equipment. In the event the employee ceases to wear such shoes/boots, as required, the employee shall no longer be eligible to receive the annual reimbursement.
- The safety shoes/boots are not required to be steel-toed; however, must be durable, reinforced protective work shoes/boots rated, in compliance with the

Occupational and Safety Health Administration (OSHA), to be worn for personal safety to help protect against impact or punctures due to the nature of the employee's job duties.

It is agreed and understood that employees electing not to wear safety shoes/boots must use district-provided protective foot coverings when performing the aforementioned types of work.

Section 11.5 Prescription Safety Glasses

The District agrees to reimburse welders for the reasonable expense of prescription safety eye glasses used in the course of employment. In order to obtain reimbursement, the employee must present a bona fide receipt for the purchase of said prescription safety eyeglasses and sign an affidavit that said glasses shall be used for District work only.

The employee may also obtain reasonable reimbursement for the purchase of replacement prescription safety eyeglasses necessitated by normal wear and tear or a change in optical prescription. The employee shall be responsible for the replacement cost of prescription safety eye glasses necessitated by extraordinary wear and tear or negligence on the part of the employee.

In addition, other employees may be reimbursed for safety lenses (not frames) upon prior written approval of management and following the procedures and rules set forth above.

Section 11.6 Cell Phones

- 1. The following positions have been identified as critical elements of the district's emergency response network:
 - Water Operators I and II
 - Water Operators Manager
 - Senior Electrician
 - Electrician (Telemetry Technician)
 - System Inspector/Wastewater Treatment Operators
 - Water Quality Specialist
 - Service Workers Grade IV
 - Construction Services Coordinator
 - Senior Meter Reader

- 2. Designated employees in these positions may opt for a cell phone supplied by the District, or they may purchase their own cell phone plan which provides coverage within district boundaries. Phone bills for district-issued cell phones will be checked by accounting and any personal calls of any nature will be billed to the cell phone user.
- 3. Cell phones are a requirement for the above positions. These cell phones must be kept charged, turned on with text messaging enabled, and remain operable during the employee's work shift, including standby and overtime.
- 4. For employees in these positions who opt to purchase their own cell phone plans, the District will contribute thirty dollars (\$30.00) per month to regular cell phone plans and forty-five dollars (\$45.00) per month for smart phone plans.
- 5. Additional positions may qualify for reimbursement for cell and smart phones and shall be approved on a case-by-case basis at the sole discretion of the General Manager.
- 6. The District may verify on a regular basis that the employee's self-purchased plans are current and in effect.
- 7. Primary and standby leak duty personnel will be issued district cell phones for their leak duty shifts. Phone bills will be checked by accounting and any personal calls of any nature will be billed to the cell phone user.
- 8. Violations of this section may result in disciplinary action.

Section 11.7 Employee Use of Campground

Employees may use the campground without paying the day use fee so long as allowed by the agreement between the District and its concessionaire.

Section 11.8 Contracting Out

Except for the campground operations, during the term of this MOU, the District will not contract out work routinely and customarily performed by bargaining unit employees in a manner that results in the layoff of such employees.

<u>ARTICLE 12 – TRANSFERS AND PROMOTIONS</u>

Section 12.1 Opportunities for Transfer or Promotion

Except in job classifications where advancement is automatic on the basis of an employee's improved skills or training, the District shall post a notice of any opportunity for transfer or promotion to another job classification; provided, that the delay in filling a position that would result from the posting of notice of a transfer or promotional opportunity would not create a hardship upon the operation of the District.

If the District exercises its right not to post an opportunity for transfer or promotion on the grounds stated in this section, it shall so notify the Union in writing with its reason. The District's exercise of this right shall not be arbitrary or capricious.

Said posting period shall be three (3) days. Applications submitted pursuant to a posted notice of a transfer or promotional opportunity shall be submitted within three (3) days of the final day of the posting period.

Among qualified applicants, the senior applicant possessing the necessary skill and ability shall receive preference for the transfer or promotion. If the qualifications, skills and abilities are relatively equal, then the senior applicant shall receive the promotion or transfer.

This determination shall be based on the applicant's prior job performance, the interviews, testing and any other relevant factors. Only applicants who pass an initial paper screening will be granted an interview.

Section 12.2 Salary upon Transfer or Promotion

An employee transferred or promoted pursuant to this article, and who successfully satisfied the probationary period for such transfer or promotion, shall not suffer a reduction in pay as a result of said transfer or promotion if the employee is being transferred or promoted to a job classification with a salary range that is equivalent or superior to the salary range applicable to the job classification from which the employee is transferred or promoted.

Section 12.3 Return to Former Class

If an employee that is transferred or promoted pursuant to this article does not, in the District's judgment, perform satisfactorily, the employee may be returned within three

(3) months from the effective date of the transfer or promotion to the employee's former classification at the employee's former salary rate, provided a position exists in the employee's former job classification.

Nothing herein shall require the District to create any new job or displace an existing permanent employee. In the event a position does not exist in the employee's former job classification, the District shall have the right to assign an employee returned under this section to a lower job classification, or if no such job in a lower classification is available, layoff said employee until an opening in said employee's former job classification is available. Such return shall be with full seniority in the employee's former classification.

ARTICLE 13 – LAYOFF

Section 13.1 Seniority

For purpose of layoff, seniority shall mean an employee's continuous employment with the District, less any unpaid leaves of absence from work. Unpaid leaves of absence from work shall mean periods during which the employee is absent from work and does not receive any compensation from the District.

Under this section, seniority shall be lost upon:

- Resignation
- Retirement
- Discharge
- Failure to return from a layoff within forty-eight (48) hours after being notified to return by certified or registered mail, addressed to the employee at the employee's last address on file with the District Personnel Department.
- Layoff for twenty-four (24) consecutive months.
- Failure to report for work upon the expiration of a leave of absence, unless such absence is authorized.
- If absent from work, failure to contact the District within three (3) working days regarding the reason for such absence.

Section 13.2 Order of Layoff

The District shall determine if and when a layoff shall occur. Layoff shall be accomplished within each job classification in the following manner:

- Temporary employees shall be laid off first, in order of seniority, beginning with the employee with the least seniority.
- Probationary employees shall be laid off next, in order of seniority, beginning with the employee with the least seniority.
- If no temporary or probationary employees remain in a job classification affected by a layoff, the remaining employees in the classification shall be laid off in order of seniority, provided skill and ability are equal, with the least senior employee being laid off first.
- The District may designate employees as exempt from these provisions, and retain them without regard to seniority, if it determines that such action is necessary for the efficient operation of the District.

Section 13.3 Notice of Layoff

When the District determines that a layoff is necessary, it shall give notice to any employee affected thereby as soon as it is reasonably possible, but in no event shall the District be required to give such notice more than fourteen (14) days prior to the planned effective date of the layoff.

Section 13.4 Recall

Employees shall be recalled from layoff in inverse order of the layoff, provided skill and ability are equal. The District may recall an employee without regard to seniority if it determines that such action is necessary for the efficient operation of the District.

Section 13.5 Retention of Employee Rights During Layoff

Employees shall not accrue seniority or employee benefits during a layoff; however, an employee shall not lose seniority and employee benefits accrued to the date of layoff, provided the employee is recalled within twenty-four (24) months after the date of layoff.

<u>ARTICLE 14 – EMPLOYEE SAFETY</u>

Section 14.1 Safety Committee

The District shall allow one (1) unit employee, to be selected by the Union, to serve on the District's Safety Committee. The Safety Committee shall meet at least quarterly, and its responsibility shall be to recommend, on an advisory basis, a program designed to motivate good safety habits among employees.

Section 14.2 Safety of Work Assignments

If an employee reasonably believes that a work assignment constitutes a serious life endangering threat to the employee's health and safety, the employee should immediately call the circumstances constituting such threat to a supervisor. If after discussing the circumstances with the supervisor, the employee reasonably maintains that such threat to health and safety remains, the employee shall seek the intervention of the General Manager, or designee, to determine the course of action to be followed. The decision of the General Manager, or designee, shall be final.

Section 14.3 Safety Incentive Bonus

All employees shall be entitled to a twenty-five dollar (\$25.00) safety incentive bonus if there are no work-related accidents or injuries within their respective work units within a three (3) month period.

For purposes of determining the safety incentive bonus, all district employees will be divided into work units as follows:

- <u>Construction Work Force:</u> Service Workers I IV.
- Water Operators I & II, Water Quality Specialist, Electrician, Electrician Assistant, Senior Mechanic and Mechanic
- <u>Administrative and Clerical:</u> Customer Service Representatives I & II, and Administrative Assistant
- <u>Meter and Sewer Crews:</u> Senior Meter Reader, Meter Reader I & II, Service Worker I & II, System Inspector, and Wastewater Operators
- Engineering Technician and Construction Service Coordinator.

Section 14.4 Mandatory Rest Period

To minimize the safety concerns that may result from employees working extended shifts, the District agrees to provide a paid mandatory rest period of four and one-half (4.5) hours to employees who work eight (8) hours or more of overtime, or at the supervisor's discretion.

Any rest period, deemed as mandatory, shall be compensated at the employee's regular hourly rate for up to four and one-half (4.5) hours. Any time taken for a rest period in excess of four and one-half (4.5) hours shall, at the employee's discretion, be deducted from the employee's accumulated vacation, holiday, or compensatory time or taken without pay or taken without pay.

ARTICLE 15 – REIMBURSEMENT PROGRAMS

Section 15.1 <u>Tuition Reimbursement Program</u>

1. Eligibility

Any employee with six (6) months of service with the District is eligible to request tuition reimbursement.

Employees receiving G.I. Bill tuition reimbursement or receiving any type of federal or state tuition aid are ineligible for this tuition reimbursement.

Written authorization by the District must be received prior to enrollment in order to be eligible for reimbursement.

2. <u>Use</u>

Tuition reimbursement is to be used to continue an employee's formal education or take college or specialized training courses that will better enable them to perform their present duties and/or prepare for potential career advancement.

Courses must be related to the employee's work or be required for a job related degree. Correspondence courses qualify for reimbursement if they meet the same criteria.

Requests for reimbursement to obtain certification for water distribution or water treatment shall not be denied, including when the employee is requesting authorization to obtain grade levels higher than required by the employee's current job description.

3. Reimbursement

Each employee will be reimbursed for one hundred percent (100%) of the total registration, tuition, books, and lab fees up to a maximum of two thousand dollars (\$2,000.00) per calendar year.

To receive reimbursement, the employee must submit proof of payment (i.e. copy of check or credit card receipt, sales receipts, etc.) and one of the following:

- Grade "C" or better in the course(s); or
- Successful completion of course (i.e. certificate of completion, diploma, etc.)

Section 15.2 <u>License and Certification Reimbursement Program</u>

1. Eligibility

Employees obtaining or renewing certificates of competence or licensure in an approved (required by the District for the employee's position) certification or licensure program are eligible for one hundred percent (100%) reimbursement of certification and licensure expenses.

2. Use

A list of approved certificates of competence and licenses are maintained by the District. The list shall include the specific certifications/licensures and job positions eligible to participate in this program. Upon written request, the parties shall meet to make additions or amendments to the list, as necessary. Additional certificates and licenses may also be added to this list with written approval of the employee's department head and the General Manager.

3. Reimbursement

The reimbursement of expenses under this section is limited to the application fee, testing fee and certificate/licensure fee. Education expenses will continue to be reimbursed under the provisions of the Tuition Reimbursement Program in Section 15.1 above.

Section 15.3 Payment of Funds

1. Employees must submit for reimbursement within ninety (90) days of the completion of the course(s) or the certification/licensure renewal date, as applicable.

- 2. Reimbursements for Class A or B driver's licenses will be made at the amount paid, but minus the rate of base fee charges for a Class C driver's license.
- 3. Reimbursements will be made on the employee's paycheck with appropriate state and federal taxes withheld, if applicable, within IRS and state regulations.

Section 15.4 Repayment of Funds

- 1. As a condition of accepting reimbursement, employees receiving reimbursement funds under this Article must agree to continue their employment with the District for a minimum of three (3) years after receiving such funds or return the funds received under these programs to the District. The repayment amount will be reduced by one-third (1/3), of the total amount of reimbursement funds received, for each full year of district employment following receipt of the reimbursement.
- 2. Employees who retire from the District (defined as submitting formal retirement documents to the District and its retirement plan provider) within the three (3) year period following receipt of reimbursement funds shall not be required to make any such repayments.

ARTICLE 16 – DISCIPLINE POLICY

Section 16.1 Just Cause

The District must establish just cause for disciplinary actions to be taken on permanent employees.

Section 16.2 <u>Use of Progressive Discipline</u>

- 1. The District agrees to use progressive discipline steps as follows:
 - Counseling
 - Oral reprimand
 - Written reprimand
 - Suspension
 - Demotion
 - Discharge or resignation
- 2. The major purpose of any system of discipline is to change the behavior of the disciplined employee from unacceptable to acceptable.

3. There are some offenses so great that management should move immediately for dismissal.

For example - The proven commission of a serious crime affecting the employee's ability to do the job, the theft of the employer's equipment/goods, or a physical assault upon another employee.

4. Other types of serious misconduct may justify a suspension or demotion in the first instance. However, only a small percentage of dismissals arise from an accumulation of lesser deficiencies over a fairly long period of time. It is minimizing and correcting these lesser deficiencies that will lead the supervisor to implement progressive discipline.

Section 16.3 Notice of Disciplinary Action

Prior to imposing major disciplinary actions, the employee shall be provided with a written notice outlining the charges against the employee and the documentation relied upon which supports the charges. The employee shall have five (5) days to notify the General Manager verbally or in writing of the employee's objection to the proposed discipline. The General Manager will then have five (5) days to issue a Notice of Disciplinary Action outlining the General Manager's final decision.

The General Manager's decision shall be final, unless the employee files a request for appeal.

Section 16.4 Appeal Rights

1. Major Disciplinary Action

An employee shall have the right to appeal any major disciplinary action, which shall consist of suspensions of five (5) or more days, a demotion, or a discharge.

Requests for appeal must be made in writing and signed by the employee and submitted to the General Manager within fourteen (14) calendar days from the date of the notice of disciplinary action. The request for appeal must explain why the disciplinary action should either be rescinded or modified, and include information the employee believes relevant to the matter at hand.

2. Minor Disciplinary Action

Minor disciplinary actions, such as suspensions of less than five (5) days and written reprimands, are not subject to the District's formal disciplinary appeal process.

Employees subject to suspensions of less than five (5) days will be provided notice of their opportunity to respond either orally or in writing to the General Manager during the suspension or within a reasonable time thereafter.

The General Manager's decision shall be final and binding. Such minor disciplinary actions cannot be appealed any further.

3. <u>Continuation of Pay and Benefits</u>

The employee shall continue to receive full pay and benefits during the time period set forth in Section 16.3 above.

If the disciplinary action is upheld in accordance with Section 16.3, the District may impose the loss of pay or benefits resulting from such disciplinary action pending further appeal or grievance. In the event the discipline is rescinded or the employee is reinstated, the employee shall be entitled to receive the appropriate retroactive payments and/or benefits.

Section 16.5 Appeal Hearing

The appeal hearing shall be at the District Board of Director's next regularly scheduled meeting. During the appeal hearing, the employee shall have the right to be represented by a person of the employee's choice, provided the person is not another employee also subject to discipline in the same matter.

The decision of the Board of Directors shall be final and binding.

ARTICLE 17 – GRIEVANCE PROCEDURE

Section 17.1 Definition

Under this grievance procedure, employees may file a grievance alleging that a district rule or provision of the MOU has been violated.

Disciplinary actions are not subject to these grievance procedures. Rather, they shall be processed pursuant to the District's disciplinary procedures set forth in Article 16.

Section 17.2 Form

A grievance under this procedure must be in writing and indicate the following:

Date of the grievance

- Name(s) of the aggrieved employee(s)
- Nature of the complaint, including the rules or contract provisions alleged to have been violated
- Name of any union representative(s) selected to represent the employee(s)
- Remedy requested

Section 17.3 Representation

The employee(s) may represent themselves or opt at any step to be represented by a union steward or union representative. Only union representatives authorized by SEIU Local 721 shall be permitted to represent employees under the provisions of this article.

The District shall be represented by a supervisor, manager, or designee.

Section 17.4 Steps

1. <u>Step One – Informal Discussion with Supervisor</u>

Within fourteen (14) days from the date of the incident or occurrence giving rise to the grievance, or from the date such employee became aware or could have reasonably been expected to have become aware of such act or occurrence and before proceeding to the formal grievance procedure, an employee shall discuss their grievance with the immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and the supervisor cannot work out a satisfactory solution, the employee may then proceed to filing a formal grievance as set forth in Section 17.2 above.

2. Step Two – File Formal Grievance

A grievance under this procedure must be filed in writing within fourteen (14) calendar days from the informal meeting with the immediate supervisor. The grievance must initially be presented to the employee's immediate supervisor, who shall then schedule a meeting with the employee. The employee's immediate supervisor shall have fourteen (14) calendar days to schedule an informal meeting and respond to the grievance in writing. Any resolution of the grievance at this stage shall be without prejudice to any position maintained by either party.

3. <u>Step Three – Meeting with General Manager</u>

If the parties are unable to resolve the grievance at Step Two of this procedure and in the event the employee does not wish to accept the determination set forth by the employee's immediate supervisor, the grievance must be presented to the District's General Manager, or designee, at Step Three within fourteen (14) days following the employee's receipt of the immediate supervisor's response to the grievance at Step Two or, in the event the immediate supervisor fails to respond to the grievance at Step Two, within fourteen (14) days of the last day the immediate supervisor could have responded.

The General Manager, or designee, shall have fourteen (14) days to schedule a meeting between the parties, wherein the parties shall discuss the grievance and endeavor to resolve the issues. Thereafter, the General Manager, or designee, shall have fourteen (14) days to respond in writing to the grievance.

Section 17.5 Mediation

Within thirty (30) days following issuance of the General Manager's response or, in the event the General Manager fails to respond to the grievance at Step Three, within thirty (30) days of the last day the General Manager could have responded, the Union may appeal the grievance to the California State Mediation and Conciliation Service, for a nonbinding determination on the issues.

Section 17.6 Timelines

The failure of the employee to follow the timelines for filing a grievance and advancing it to the next level are jurisdictional and shall constitute a waiver of the right to proceed with the grievance. If the immediate supervisor or General Manager fails to respond to a grievance within the timelines stated above, the grievance is deemed denied on the date due and the Union may advance the grievance to the next level. Any extensions of timelines must be in writing and signed by both the employee and the District representative.

ARTICLE 18 – RETIREMENT

Section 18.1 California Public Employees Retirement System

The District provides eligible employees with defined benefit retirement plans through the California Public Employees Retirement System ("CalPERS").

Section 18.2 Definitions

In accordance with the California Public Employee's Pension Reform Act of 2013 ("PEPRA"), for the purpose of retirement benefits through CalPERS, employees are defined as either a "classic" or "new" member of CalPERS.

1. "Classic" Member

A "classic" member is defined as any employee who is:

- Hired by the District on or prior to December 31, 2012; or
- Previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the District with less than a six (6) month break in service; or
- Eligible for reciprocity with another California public retirement system.

2. "New" Member

A "new" member is defined as any employee who is:

- Hired by the District or any other CalPERS participating public agency, on or after January 1, 2013; or
- Previously employed by a CalPERS participating public agency who becomes employed by the District after a break in service of greater than six (6) months; or
- Ineligible for reciprocity with another California public retirement system.

Section 18.3 Plans

The District's miscellaneous retirement plans with CalPERS are based upon the employee's date of hire. Eligibility for retirement is factored by the employee's age. Benefits are calculated based on years of service and a three (3) year average compensation period.

1. TIER I

Employees hired on or before June 30, 2012 shall receive two percent (2.0%) at age 55. There is no cap on annual salary that can be used to calculate final compensation.

2. TIER II

Employees hired on July 1, 2012 through December 31, 2012 shall receive two percent (2.0%) at age 60.

3. TIER III

In accordance with PEPRA, employees hired on or after January 1, 2013, who are not "classic" members, shall receive two percent (2.0%) at age 62.

Section 18.4 Contributions

Contributions to the applicable CalPERS retirement plans are made by both the employee and the District.

1. TIER I

Employees will pay seven percent (7.0%) of the employee's share of the plan (formerly paid by the District as the Employer Paid Member Contribution or "EPMC"). The District will pay all remaining costs of the plan.

2. TIER II

Employees will pay one hundred percent (100%) of the employee's share of the plan, but not to exceed eight percent (8.0%). The District will pay all remaining costs of the plan.

3. TIER III

In accordance with PEPRA, employees will participate in normal cost sharing of the plan with the District. Both the employee and the District pay fifty percent (50%) of normal costs of the plan, as determined by CalPERS each year (as of June 30, 2015, the employee's share was 6.25%). The District will pay any other remaining costs of the plan, as may be determined by CalPERS each year.

Section 18.5 Optional CalPERS Benefits

The District's contract with CalPERS also provides additional optional benefits to eligible employees.

1. Annual Cost-of-Living Allowance

Provides an *Annual Cost-of-Living Allowance Increase* (Government Code §21335) of two percent (2.0%).

2. Credit for Unused Sick Leave

Allows *Credit for Unused Sick Leave* (Government Code §20965). Upon retirement, an employee may convert accumulated sick leave to retirement service credit.

3. Military Service Credit

Allows eligible employees with qualifying military service to purchase, at their own expense, up to four (4) years of *Military Service Credit as Public Service* (Government Code §21024).

Section 18.6 Retiree Medical Benefits

The District shall pay the monthly minimum employer contribution [currently one hundred and twenty-eight dollars (\$128.00) for 2017], as required by the Public Employee's Medical and Hospital Care Act ("PEMHCA"), on behalf of employees who retire with five (5) years or more of service and enroll in a CalPERS-sponsored medical insurance plan. This benefit shall continue until the death of the retiree or such time as the retiree ceases to be enrolled in a CalPERS-sponsored medical insurance plan.

In addition, the District will contribute fifty dollars (\$50.00) per month toward the cost of any health insurance premiums for eligible employees who retire with ten (10) years or more of service. To be eligible, employees must have been enrolled in a District-sponsored medical insurance plan at the time of retirement. This benefit shall continue until the death of the retiree or the retiree qualifies for Medicare, whichever occurs first. Upon request, the retiree must provide the District with written proof of payment of such medical insurance premiums.

ARTICLE 19 – ANTI-STRIKE CLAUSE

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Union hereby agrees that during the term of the current MOU, neither it nor its members or agents, representatives or persons, acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sickout, or other work stoppage or interference of any nature against the District whatsoever, or whosesoever it is located, including but not limited to disputes which are related to the

subject matter contained in the MOU; disputes which are specifically not subjects of the MOU; disputes between the District and other employee organizations, persons, or employees; or jurisdictional disputes.

In the event of any strike, walkout, slowdown, or other work stoppage or threat thereof against the District, the Union and its officers will take all steps reasonably within their control to end or avert the same.

Those represented by the Union will not authorize, engage in, encourage, sanction, recognize, or assist in any strike, slowdown, walkout, sickout, or other work stoppage against the District or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Union found in violation of this provision will be subject to discipline, including termination as determined by the District Employee Relations Officer, according to personnel rules and regulations.

ARTICLE 20 – MAINTENANCE OF BENEFITS

It is agreed that all wages, benefits, and conditions of employment set forth in this MOU shall remain unaffected and in full force for the life of said MOU, unless mutually changed in writing, by the parties after meeting and conferring.

ARTICLE 21 – SAVINGS CLAUSE

Should any provision of this MOU, or any application thereof, be unlawful by virtue of any federal, state, or local law or regulation, such provision shall be effective and implemented only to the extent permitted by said law or regulation.

In the event any provision of this MOU is held by a final decision of a court of competent jurisdiction to be unlawful or invalid, the parties agree to meet and confer, within thirty (30) days of a written request, in good faith to determine an alternate and economically equitable as applicable, clause or provision.

<u>APPENDIX A – SALARY SCHEDULES</u>

EFFECTIVE JULY 1, 2017								
Classification	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative Assistant	10.0	\$23.293	\$24.482	\$25.701	\$26.978	\$28.349	\$29.769	\$31.259
Accounting Technician	12.0	\$25.943	\$27.243	\$28.604	\$30.053	\$31.537	\$33.111	\$34.783
Customer Service Representative I	6.5	\$19.391	\$20.361	\$21.413	\$22.496	\$23.589	\$24.778	\$26.020
Customer Service Representative II	8.5	\$21.537	\$22.596	\$23.720	\$24.937	\$26.186	\$27.480	\$28.870
Construction Services Coordinator	15.0	\$30.579	\$32.116	\$33.707	\$35.422	\$37.185	\$39.041	\$41.010
Service Worker I	9.0	\$22.129	\$23.222	\$24.369	\$25.588	\$26.889	\$28.214	\$29.645
Service Worker II	10.0	\$23.293	\$24.482	\$25.701	\$26.978	\$28.349	\$29.769	\$31.259
Service Worker III	12.0	\$25.943	\$27.243	\$28.604	\$30.053	\$31.537	\$33.111	\$34.783
Service Worker IV	13.5	\$28.149	\$29.568	\$31.035	\$32.584	\$34.204	\$35.913	\$37.717
Water Operator I	12.0	\$25.943	\$27.243	\$28.604	\$30.053	\$31.537	\$33.111	\$34.783
Water Operator II	13.0	\$27.410	\$28.764	\$30.218	\$31.721	\$33.299	\$34.943	\$36.688
Water Quality Specialist	15.0	\$30.579	\$32.116	\$33.707	\$35.422	\$37.185	\$39.041	\$41.010
System Inspector/Wastewater Treatment	12.5	\$26.652	\$27.984	\$29.372	\$30.863	\$32.406	\$34.021	\$35.712
Engineering Technician	11.5	\$25.257	\$26.552	\$27.853	\$29.248	\$30.703	\$32.235	\$33.920
Electrician Assistant II	13.5	\$28.149	\$29.568	\$31.035	\$32.584	\$34.204	\$35.913	\$37.717
Senior Electrician	17.5	\$35.245	\$36.995	\$38.846	\$40.786	\$42.808	\$44.943	\$47.185
Mechanic	12.0	\$25.943	\$27.243	\$28.604	\$30.053	\$31.537	\$33.111	\$34.783
Senior Mechanic	14.0	\$28.947	\$30.419	\$31.915	\$33.495	\$35.186	\$36.942	\$38.787
Meter Reader I	7.0	\$19.929	\$20.922	\$21.945	\$23.057	\$24.216	\$25.422	\$26.694
Meter Reader II	9.0	\$22.129	\$23.222	\$24.369	\$25.588	\$26.889	\$28.214	\$29.645
Senior Meter Reader	12.5	\$26.652	\$27.984	\$29.372	\$30.863	\$32.406	\$34.021	\$35.712

EFFECTIVE JULY 1, 2018								
Classification	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative Assistant	10.0	\$23.759	\$24.972	\$26.215	\$27.518	\$28.916	\$30.364	\$31.885
Accounting Technician	12.0	\$26.462	\$27.788	\$29.176	\$30.654	\$32.168	\$33.773	\$35.479
Customer Service Representative I	6.5	\$19.779	\$20.768	\$21.842	\$22.946	\$24.061	\$25.274	\$26.540
Customer Service Representative II	8.5	\$21.968	\$23.048	\$24.194	\$25.436	\$26.709	\$28.030	\$29.448
Construction Services Coordinator	15.0	\$31.190	\$32.759	\$34.381	\$36.130	\$37.929	\$39.822	\$41.830
Service Worker I	9.0	\$22.571	\$23.687	\$24.857	\$26.100	\$27.427	\$28.778	\$30.238
Service Worker II	10.0	\$23.759	\$24.972	\$26.215	\$27.518	\$28.916	\$30.364	\$31.885
Service Worker III	12.0	\$26.462	\$27.788	\$29.176	\$30.654	\$32.168	\$33.773	\$35.479
Service Worker IV	13.5	\$28.712	\$30.160	\$31.656	\$33.235	\$34.888	\$36.631	\$38.471
Water Operator I	12.0	\$26.462	\$27.788	\$29.176	\$30.654	\$32.168	\$33.773	\$35.479
Water Operator II	13.0	\$27.958	\$29.339	\$30.822	\$32.355	\$33.965	\$35.642	\$37.422
Water Quality Specialist	15.0	\$31.190	\$32.759	\$34.381	\$36.130	\$37.929	\$39.822	\$41.830
System Inspector/Wastewater Treatment	12.5	\$27.185	\$28.543	\$29.960	\$31.480	\$33.055	\$34.701	\$36.426
Engineering Technician	11.5	\$25.762	\$27.083	\$28.410	\$29.833	\$31.317	\$32.880	\$34.599
Electrician Assistant II	13.5	\$28.712	\$30.160	\$31.656	\$33.235	\$34.888	\$36.631	\$38.471
Senior Electrician	17.5	\$35.950	\$37.735	\$39.623	\$41.601	\$43.664	\$45.842	\$48.129
Mechanic	12.0	\$26.462	\$27.788	\$29.176	\$30.654	\$32.168	\$33.773	\$35.479
Senior Mechanic	14.0	\$29.526	\$31.027	\$32.554	\$34.165	\$35.890	\$37.681	\$39.563
Meter Reader I	7.0	\$20.328	\$21.341	\$22.384	\$23.519	\$24.700	\$25.930	\$27.228
Meter Reader II	9.0	\$22.571	\$23.687	\$24.857	\$26.100	\$27.427	\$28.778	\$30.238
Senior Meter Reader	12.5	\$27.185	\$28.543	\$29.960	\$31.480	\$33.055	\$34.701	\$36.426

EFFECTIVE JULY 1, 2019								
Classification	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative Assistant	10.0	\$23.997	\$25.221	\$26.477	\$27.793	\$29.206	\$30.668	\$32.203
Accounting Technician	12.0	\$26.726	\$28.066	\$29.467	\$30.961	\$32.490	\$34.111	\$35.834
Customer Service Representative I	6.5	\$19.977	\$20.975	\$22.060	\$23.175	\$24.302	\$25.527	\$26.805
Customer Service Representative II	8.5	\$22.188	\$23.279	\$24.436	\$25.690	\$26.976	\$28.310	\$29.742
Construction Services Coordinator	15.0	\$31.502	\$33.086	\$34.725	\$36.492	\$38.308	\$40.220	\$42.249
Service Worker I	9.0	\$22.797	\$23.924	\$25.105	\$26.361	\$27.701	\$29.066	\$30.540
Service Worker II	10.0	\$23.997	\$25.221	\$26.477	\$27.793	\$29.206	\$30.668	\$32.203
Service Worker III	12.0	\$26.726	\$28.066	\$29.467	\$30.961	\$32.490	\$34.111	\$35.834
Service Worker IV	13.5	\$28.999	\$30.461	\$31.972	\$33.568	\$35.237	\$36.997	\$38.856
Water Operator I	12.0	\$26.726	\$28.066	\$29.467	\$30.961	\$32.490	\$34.111	\$35.834
Water Operator II	13.0	\$28.237	\$29.632	\$31.131	\$32.679	\$34.305	\$35.999	\$37.796
Water Quality Specialist	15.0	\$31.502	\$33.086	\$34.725	\$36.492	\$38.308	\$40.220	\$42.249
System Inspector/Wastewater Treatment	12.5	\$27.457	\$28.829	\$30.259	\$31.795	\$33.385	\$35.048	\$36.791
Engineering Technician	11.5	\$26.020	\$27.353	\$28.695	\$30.132	\$31.630	\$33.209	\$34.945
Electrician Assistant II	13.5	\$28.999	\$30.461	\$31.972	\$33.568	\$35.237	\$36.997	\$38.856
Senior Electrician	17.5	\$36.309	\$38.113	\$40.020	\$42.018	\$44.101	\$46.300	\$48.610
Mechanic	12.0	\$26.726	\$28.066	\$29.467	\$30.961	\$32.490	\$34.111	\$35.834
Senior Mechanic	14.0	\$29.821	\$31.338	\$32.879	\$34.506	\$36.249	\$38.058	\$39.958
Meter Reader I	7.0	\$20.531	\$21.554	\$22.608	\$23.754	\$24.947	\$26.190	\$27.500
Meter Reader II	9.0	\$22.797	\$23.924	\$25.105	\$26.361	\$27.701	\$29.066	\$30.540
Senior Meter Reader	12.5	\$27.457	\$28.829	\$30.259	\$31.795	\$33.385	\$35.048	\$36.791

EXECUTION OF THE NEW MOU

On May 24, 2017, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

On June 15, 2017, this MOU was approved by a vote of the Board of Directors of the Lake Hemet Municipal Water District on Agenda Item# $\sqrt{-/O}$.

Following its execution by the parties hereto, the District shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this MOU to be executed this <u>15 th</u> day of <u>JUNE</u> 2017.

PARTIES TO THE MEMORANDUM OF UNDERSTANDING

SEIU Local 721 Lake Hemet Municipal Water District

We Dhma

WENDY THOMAS, CHIEF NEGOTIATOR SEIU LOCAL 721 ROBERT DAVIS, CHIEF NEGOTIATOR
DISTRICT COUNSEL

JAMES "EDDIE" GELLER, CHAPTER PRESIDENT SERVICE WORKER II

MIGUEL RODRIGUEZ, CHAPTER VICE PRESIDENT SERVICE WORKER III

ASHIDY CANTARANO, CHAPTER SECRETARY
CUSTOMER SERVICE REPRESENTATIVE II

Thomas W. Wag me

THOMAS WAGONER
GENERAL MANAGER

MICHAEL GOW

ASSISTANT GENERAL MANAGER/CHIEF ENGINEER

FRANK GORMAN
BOARD PRESIDENT

Lake Hemet Municipal Water District

July 1, 2017, through June 30, 2020



SEIU Local 721
6177 River Crest Dr Ste B
Riverside CA 92507-0786
Questions? Call the Member Connection (877) 721-4YOU
www.seiu721.org

facebook.com/seiu721

twitter.com/seiu721