



**AGENDA
REGULAR MEETING OF THE
BOARD OF DIRECTORS**

**WEDNESDAY, JULY 7, 2021
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY*
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 932 945 127#**

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDERS N-25-20 AND N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020 AND MARCH 17, 2020 AND IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR ATTENDING THE MEETING IN PERSON.

The public may participate and provide public comment during the meeting by dialing into the number provided above. Alternatively, the public may email public comments to the Board Secretary/Office Manager Denise Garzaro at dgarzaro@ieua.org no later than 24 hours prior to the scheduled meeting time. Comments will then be read into the record during the meeting.

CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to email the Board Secretary no later than 24 hours prior to the scheduled meeting time or address the Board during the public comments section of the meeting. Comments will be limited to three minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

*A Municipal Water District

1. **ACTION ITEM**

A. **ADOPTION OF RESOLUTION NO. 2021-7-3, SUPPORTING CATHY GREEN AS A CANDIDATE FOR THE OFFICE OF ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) VICE PRESIDENT (WRITTEN)**

Staff recommends that the Board adopt Resolution No. 2021-7-3, supporting Cathy Green as a candidate for the office of Association of California Water Agencies (ACWA) Vice President.

2. **CLOSED SESSION**

A. **PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**

Successor Negotiations – All Bargaining Units

Negotiating Parties: Michael Dueñas, Employee and Labor Relations Advocate and Recognized Employee Organizations

B. **PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Romero vs. IEUA, Case No. CIVDS 2008043

C. **PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

One Case

3. **CONSENT ITEMS**

A. **ADOPTION OF RESOLUTION NO. 2021-7-1, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE GENERAL UNIT (WRITTEN)**

Staff recommends that the Board:

1. Adopt Resolution No. 2021-7-1, approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Employees' Association (General Unit); and
2. Authorize the General Manager to execute the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Employees' Association (General Unit).

B. ADOPTION OF RESOLUTION NO. 2021-7-2, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE LABORATORY UNIT (WRITTEN)

Staff recommends that the Board:

1. Adopt Resolution No. 2021-7-2, approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit; and
2. Authorize the General Manager to execute the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit.

4. GENERAL MANAGER'S COMMENTS

5. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

6. DIRECTORS' COMMENTS

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909) 993-1736, 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Declaration of Posting

I, Denise Garzaro, Board Secretary/Office Manager of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. on the Agency's website at www.ieua.org and at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, July 1, 2021.



Denise Garzaro, CMC

**ACTION
ITEM**

1A

Date: July 7, 2021

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee:

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No. 2021-7-3 Supporting Cathy Green as a candidate for the office of Association of California Water Agencies (ACWA) Vice President

Executive Summary:

The Association of California Water Agencies (ACWA) will hold a General Session Membership meeting at the 2021 Fall Conference in Pasadena, California. The purpose of the meeting is to formally nominate and elect ACWA's President and Vice President for the 2022-23 term. Cathy Green, Orange County Water District First Vice President, requested that the IEUA Board endorse her as a candidate for the ACWA Vice President position. Ms. Green's request for support letter and qualifications are attached for reference. As a result of Ms. Green's request, staff is presenting the request for the Board's consideration.

Staff's Recommendation:

Adopt Resolution No. 2021-7-3, Supporting Cathy Green as a candidate for the office of the Association of California Water Agencies (ACWA) Vice President.

Budget Impact *Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

Environmental Determination:

Not Applicable

Business Goal:

Attachments:

Attachment 1 - Letter Requesting Support, Candidate Biography and Statement of Qualifications
Attachment 2 - Resolution No. 2021-7-3 to Support Cathy Green as a candidate for the office of
the Association of California Water Agencies (ACWA) Vice President

DIRECTORS

DENIS R. BILODEAU, P.E.
JORDAN BRANDMAN
CATHY GREEN
NELIDA MENDOZA
DINA L. NGUYEN, ESQ.
KELLY E. ROWE, C.E.G., C.H.
STEPHEN R. SHELDON
TRI TA
BRUCE WHITAKER
ROGER C. YOH, P.E.



ORANGE COUNTY WATER DISTRICT
 ORANGE COUNTY'S GROUNDWATER AUTHORITY

OFFICERS

President
STEPHEN R. SHELDON

First Vice President
CATHY GREEN

Second Vice President
TRI TA

General Manager
MICHAEL R. MARKUS, P.E., D.WRE

RE: OCWD First Vice President Cathy Green for ACWA Vice President

Greetings:

On behalf of Orange County Water District (OCWD), it is a great honor to request your agency's support and vote for Cathy Green for election to the office of Vice President of the Association of California Water Agencies (ACWA). We are fortunate to have such a qualified candidate in Director Green, who has the OCWD Board's unanimous support for serving in this role.

As an active member of ACWA since 2012, Director Green has served on various ACWA committees, and as Chair and Vice Chair of ACWA Region 10; as such, she has formed positive working relationships with numerous contacts throughout California. She possesses a working knowledge of water industry issues, strength of character, leadership capabilities, and experience in matters related to the performance of the duties of the office of ACWA Vice President.

Director Green has been an impactful member of the OCWD Board since 2010, including serving as President and First Vice President. OCWD has developed several innovative water programs and award-winning projects like the Groundwater Replenishment System, which are being duplicated by water agencies worldwide.

Prior to Director Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council, where she served two terms as Mayor. At the city, she served on the Orange County Transportation Authority Board and was a Director of OC Clean Tech. Director Green serves on several other boards such as the Huntington Valley Boys and Girls Club and the Orange County Explorer Program. She is also a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT), and the Elks Lodge 1959. She sits on the Advisory Board of the Bolsa Chica Conservancy and is a founding member of Amigos de Bolsa Chica.

Director Green is the recipient of many awards. Her most recent is a 2019 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council, the 2006 United Way Excellence in Child Care Planning, and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington

Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction, and a Bolsa Chica Conservancy Conservator of the Year.

Director Green's experience as the Mayor of Huntington Beach and later as OCWD's Board President, along with her involvement in other organizations, has contributed to her broad and expansive knowledge of local and statewide issues, making her very qualified for the position of ACWA Vice President. She has made numerous friendships and contacts statewide that could serve her well in leading ACWA into the future.

OCWD's Board has the highest confidence in Director Green and her proven leadership abilities, which can help guide ACWA to continued organizational success and excellence in serving its member agencies.

More information about Director Green's qualifications for the office of ACWA Vice President, along with a Template Resolution of Support for Cathy Green, can be found on [OCWD's website](#). Additionally, if you have any questions or requests for additional information, kindly contact OCWD General Manager Mike Markus at mmarkus@OCWD.com or 714-378-3305. Thank you for your consideration of Director Green for the office of ACWA Vice President.

Sincerely,



Stephen R. Sheldon
Board President



Michael R. Markus, P.E., D. WRE.
General Manager



BIOGRAPHY

Cathy Green, 1st Vice President | Division 6

Orange County Water District

Service Area: Parts of: Fountain Valley and Huntington Beach

Cathy Green was elected to the Orange County Water District (OCWD) Board of Directors in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the board to serve as its 2015 and 2016 president. She currently serves as 1st vice president, a position she previously held in 2013, 2014 and 2020.



Prior to Director Green's service on OCWD's board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as mayor. Director Green has been involved as a council liaison and committee member on many city boards, commissions and committees. She served on the Orange County Transportation Authority Board and was a director of OC Clean Tech.

Director Green's leadership in the water industry includes serving as an active member of the Association of California Water Agencies (ACWA) since 2012, including serving on ACWA's Executive Committee since 2020, the ACWA Board since 2016, and the Region 10 Board since 2012. She held the position of ACWA Region 10 Chair from 2018-2019 and served as Vice Chair since 2020, and previously from 2016-2017. Director Green has also served on several ACWA Committees including the Water Quality Committee since 2012, the Energy Committee since 2019, and the State Legislative Committee from 2012-2015.

Director Green serves on the boards of the Huntington Valley Boys and Girls Club and the Orange County Explorer Program; serves on the Huntington Beach City School District Medi-Cal Collaborative; is a director of the Prime Health Foundation and the Huntington Beach Hospital; is a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT) and the Elks Lodge 1959; and is on the Advisory Board of the Bolsa Chica Conservancy. She is a founding member of Amigos de Bolsa Chica.

In addition, her community involvement has included serving as president of the Therapeutic Riding Center and the Huntington Beach Community Clinic, chair of the Orange County Emergency Medical Care Committee and of Explorer's/Learning for Life, first aid chair of Huntington Beach CERT, and board member of the OC Boy Scouts of America Council and American Family Housing.

Director Green is the recipient of many awards. Her most recent is a 2020 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2006 United Way Excellence in Child Care Planning, the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction and a Bolsa Chica Conservancy Conservator of the Year.

Director Green is a registered nurse and holds a degree in law. As a nurse, Director Green worked in the health care areas of intensive care, student health, community health, and patient advocacy. In addition to nursing, she gained experience with a variety of environmental projects while associated with Lockhart and Associates.

Director Green and her husband Peter have been residents of Huntington Beach since 1970 where they raised their two children Teresa and Tom.

ELECT CATHY GREEN AS ACWA VICE PRESIDENT

COMMITMENT · EXPERIENCE · LEADERSHIP



ACWA BOARD MEMBER

- Executive Committee (2020-current)
- Region 10 Chair (2018-19)
- Region 10 Vice Chair (2016-17, 2020-current)
- Region 10 Board Member (2012-current)

ACWA COMMITTEES

- Water Quality Committee (2012-current)
- Energy Committee (2019-current)
- State Legislative Committee (2012-2015)

ORANGE COUNTY WATER DISTRICT, Director (2010-current)

- President 2015-16
- 1st Vice President (2013, 2014, 2019-current)
- Water Advisory Committee of Orange County (WACO): Chair
- Water Issues Committee: Chair
- Communications/Legislative Liaison Committee: Vice Chair

CIVIC LEADERSHIP

- City of Huntington Beach Mayor (2003, 2009)
- Councilwoman (2002-2010)

PROFESSIONAL EXPERIENCE

- Registered Nurse
- Law degree

My vision for ACWA is to embrace its motto -- Bringing Water Together -- which, for me, is about unifying ACWA members and working collaboratively with diverse stakeholders to find smart solutions to the challenges we are now facing.

RESOLUTION NO. 2021-7-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, TO SUPPORT ORANGE COUNTY WATER DISTRICT (OCWD) FIRST VICE PRESIDENT CATHY GREEN AS A CANDIDATE FOR THE OFFICE OF ACWA VICE PRESIDENT

WHEREAS, the Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the ACWA election of its statewide lead officer positions of President and Vice President; and,

WHEREAS, the individual who fills the ACWA Vice President position needs to possess a working knowledge of water industry issues and concerns, connections with water professionals throughout the state, strength of character and leadership capabilities, and experience in matters related to the performance of the duties of the office; and,

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and,

WHEREAS, Inland Empire Utilities Agency recognizes that Director Green has served on the ACWA Board since 2016, and on the ACWA Board Executive Committee since 2020; and,

WHEREAS, Director Green has served as ACWA Region 10 Chair (2018-19) and is now serving her second term as ACWA Region 10 Vice Chair (2016-17, 2020-current), and she has served as ACWA Region 10 Board member since 2012; and,

WHEREAS, Director Green serves on the ACWA Water Quality Committee (2012-current) and the ACWA Energy Committee (2019-current), and she previously served on the ACWA State Legislative Committee (2012-15); and,

WHEREAS, Director Green has served in a leadership role at Orange County Water District. She was elected to the OCWD Board of Directors (OCWD Board) in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the OCWD Board to serve as its 2015 and 2016 President. She currently serves as First Vice President, a position she previously held in 2013, 2014, and since 2019; and,

WHEREAS, Director Green currently serves as the Chair of the Water Advisory Committee of Orange County (WACO), Chair of the OCWD Water Issues Committee, and Vice Chair of the OCWD Communications and Legislative Liaison Committee; and,

WHEREAS, prior to her service on OCWD's Board, Director Green was elected to two consecutive terms on the Huntington Beach City Council (2002-2010) where she served two terms as Mayor (2003, 2009). Director Green has been involved as a council liaison and active community member on many city boards, commissions, and committees; and,

WHEREAS, it is the opinion of Inland Empire Utilities Agency Board of Directors that Director Green possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President; and,

NOW, THEREFORE, BE IT RESOLVED, that Inland Empire Utilities Agency Board of Directors does hereby endorse Orange County Water District First Vice President Cathy Green as a candidate for Vice President of the Association of California Water Agencies.

ADOPTED this 7th day of July 2021.

Jasmin A. Hall
President of the Inland Empire Utilities Agency* and
of the Board of Directors thereof

ATTEST:

Steven J. Elie
Secretary/ Treasurer of the Inland Empire
Utilities Agency* and of the Board of
Directors thereof

*a Municipal Water District

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2021-7-3, was adopted at a regular
meeting on July 7, 2021, of said Agency* by the following vote:

AYES: _____

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(SEAL)

*** A Municipal Water District**

**CONSENT
CALENDAR
ITEM**

3A

Date: July 7, 2021

To: The Honorable Board of Directors

SD
From: Shivaji Deshmukh, General Manager

Committee:

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No. 2021-7-1 Approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Unit

Executive Summary:

In 2018, the Board of Directors approved a three-year term Memorandum of Understanding (MOU) between the Inland Empire Utilities Agency and the General Employees' Association (General Unit). This agreement is scheduled to expire on June 30, 2021. Successor negotiations commenced in March 2021 with the objective to engage in good faith bargaining. Additional key objectives included negotiation of a multi-year agreement, total compensation adjustments within the Board approved budget, and building efficiencies through streamlined processes. A tentative agreement was reached by the parties on June 2, 2021 and the General Unit provided notice on June 10, 2021 that the tentative agreement was ratified by their members. Key negotiated terms and conditions of the tentative agreement include a three-year MOU term, adjustments to total compensation, adjustments to the grievance procedures, adjustments to the disciplinary appeals procedures, and a one-time bonus. Additional key negotiated terms and conditions are listed in Attachment 1.

Upon Board approval of proposed Resolution No. 2021-7-1, the MOU between the Inland Empire Utilities Agency and the General Unit will represent the terms and conditions of employment beginning July 1, 2021 through June 30, 2024.

Staff's Recommendation:

1. Adopt Resolution No. 2021-7-1, approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Employees' Association (General Unit).
2. Authorize the General Manager to execute the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Employees' Association (General Unit).

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On August 1, 2018, the Board approved the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Employees' Association (General Unit).

Environmental Determination:

Not Applicable

Business Goal:

Workplace Environment: IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

Fiscal Responsibility: IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long-term needs, while providing the best value for our customers.

Attachments:

Attachment 1 - Key Negotiated Terms & Conditions of Employment

Attachment 2 - Resolution No. 2021-7-1, approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the General Employees' Association (General Unit), attached as Exhibit 1

KEY NEGOTIATED TERMS & CONDITIONS OF EMPLOYMENT

While the General Employees' Association (General Unit) and IEUA management negotiated numerous terms and conditions, the key negotiated terms and conditions that were reached are:

1. The Memorandum of Understanding (MOU) will be a three-year term agreement (July 1, 2021 – June 30, 2024).
2. A 3% base salary increase will be provided for each year of the MOU.
3. A Wellness Stipend will replace the Wellness Reimbursement to build efficiencies and preserve the confidentiality of employee medical information.
4. A yearly Professional Development Stipend in the amount of \$1,000 was established in lieu of the payment or reimbursement of certification or licensing expenses currently set forth in Policy A-70: Certification or Licensing.
5. Updated the Grievance Procedure to eliminate the involvement of the General Manager and the Board of Directors and to allow for arbitration as the final step of the Grievance Procedure.
6. Updated the Disciplinary Appeals Procedures to eliminate the involvement of the General Manager and the Board of Directors. The updated Pre-Disciplinary Procedure and Disciplinary Appeals Procedures will delineate pre-disciplinary procedures from disciplinary appeal procedures and allow for arbitration as the final step of the Disciplinary Appeals Procedures.
7. A one-time bonus in the amount of \$1,000.

RESOLUTION NO. 2021-7-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE GENERAL EMPLOYEES' ASSOCIATION (GENERAL UNIT)

WHEREAS, the representatives of the Board of Directors of the Inland Empire Utilities Agency* have met and conferred with duly authorized representatives of the General Employees' Association (General Unit) to make equitable adjustments to terms and conditions of employment; and

WHEREAS, a Memorandum of Understanding prepared by said representatives has been presented to the Board of Directors for ratification; and

WHEREAS, the General Employees' Association (General Unit) ratified the Memorandum of Understanding.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1. That this Board of Directors does hereby approve and authorize its President and Secretary to sign the Memorandum of Understanding between the Inland Empire Utilities Agency* and the General Employees' Association (General Unit) attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until a successor Memorandum of Understanding is adopted after the parties have met and conferred.

ADOPTED the 7th day of July 2021.

Jasmin A. Hall

President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Steven J. Elie

Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
COUNTY OF) SS
SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2021-7-1, was adopted at a regular
Board Meeting on July 7, 2021, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

(SEAL)

*A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY*
MEMORANDUM OF UNDERSTANDING
GENERAL EMPLOYEES' ASSOCIATION (GENERAL UNIT)
FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024

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INLAND EMPIRE UTILITIES AGENCY*

MEMORANDUM OF UNDERSTANDING

GENERAL EMPLOYEES' ASSOCIATION (GENERAL UNIT)

The Agency does hereby adopt this Memorandum of Understanding (MOU) establishing rules, regulations and procedures for employees of the General Unit. Provisions of the MOU do not apply to part-time, temporary, limited term, contract or intern personnel (employees) unless specifically noted in this MOU, Agency Policy or the employee's contract. This MOU does not create any contract of employment expressed or implied, or any rights in the nature of a contract. The Agency recognizes the General Employee's Association as the exclusively recognized employee representative of employees in the General Unit. This MOU shall be commonly referred to as the "General Unit MOU".

- A. There are no provisions in this MOU that shall be deemed to limit or curtail the Agency in any way in the exercise of the rights, powers and authority which the Agency had prior to entering into this MOU unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.
- B. The exclusive rights of the Agency include, but are not limited to:
 - 1) Determine the mission of its constituent departments, commissions, and boards;
 - 2) Set standards of service;
 - 3) Determine the procedures and standards of selection for employment and promotion;
 - 4) Direct its employees;
 - 5) Relieve its employees from duty because of lack of work and/or for other legitimate reasons;
 - 6) Maintain efficiency of government operations;
 - 7) Determine the methods, means and personnel by which Agency operations are to be conducted;
 - 8) Determine the content of job classifications;
 - 9) Take all necessary actions to carry out its missions in emergencies;
 - 10) Exercise complete control, direction, and discretion over its organization and the technology of performing its work;
 - 11) Discharge, suspend, demote, reprimand and withhold salary increases and benefits or otherwise discipline employees for cause in accordance with Article 17, Disciplinary Actions;
 - 12) Establish reasonable employee performance standards, including but not limited to, quality standards, and required compliance herewith;
 - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
 - 14) Enforce other management rights secured by the Inland Empire Utilities Agency Employer-Employee Relations Resolution.

ARTICLE 1 - DESIGNATION OF PARTIES

Section 1.01. - General

The General Unit is a recognized employee organization which represents a unit of representation established by the Board of Directors of the Agency, pursuant to the Agency's Employer/Employee Relations Resolution, and which includes the following classifications, as well as those which may be added, deleted or modified in the future pursuant to the Employer/Employee Relations Resolution:

Accounting Technician I	Industrial Engine Technician II
Accounting Technician II	Maintenance Planner
Administrative Assistant I	Mechanic I
Collection System Operator I	Mechanic II
Collection System Operator II	Mechanic III
Collection System Operator III	Mechanic IV
Compost Operator	Office Assistant
Compost Worker	Pretreatment & Source Control Inspector I
Control Systems Administrator	Pretreatment & Source Control Inspector II
Control Systems Analyst I	Records Specialist
Control Systems Analyst II	RW/GW Recharge Systems Maintenance Technician
Electrical & Instrumentation Technician I	Senior Compost Operations & Maintenance Technician
Electrical & Instrumentation Technician II	Senior Pre-Treat & Source Control Inspector
Electrical & Instrumentation Technician III	Technology Specialist I
Electrical & Instrumentation Technician IV	Technology Specialist II
Engineering Technician	Technology Specialist III
HVAC Technician	Warehouse Technician
Industrial Engine Technician I	

The provisions of this MOU shall apply to the above-referenced classifications, who shall receive all benefits in this MOU.

ARTICLE 2 - PURPOSE

Section 2.01. - General

The parties to this MOU agree that its purpose is to confirm and maintain a spirit of cooperation between the Agency and the General Unit. The Agency and the General Unit will strive to promote a harmonious relationship between the parties, through this MOU, that will result in benefits for the Agency and the members of the General Unit.

ARTICLE 3 - TERM

Section 3.01. - General

- A. This MOU shall be effective after approval by the Agency's Board of Directors. It shall remain in full force and effect from July 1, 2021 through June 30, 2024, or until a successor MOU is adopted after the parties have met and conferred.

- B. In or before March 2024, the parties agree to initiate the meet and confer process on a successor MOU.
- C. During the term of this MOU through June 30, 2024, if the Agency provides any other bargaining units a COLA or Medical Benefit adjustment greater than contained in this MOU then the Agency shall adjust this MOU to make it consistent with the changes in the other MOU.
- D. Upon ratification by the Board, all bargaining unit employees on the Agency's payroll on July 1, 2021, shall receive a one-thousand-dollar (\$1,000) bonus. This bonus shall be paid on an off-cycle electronic payment.

ARTICLE 4 - DEFINITIONS

Section 4.01. - General

Unless otherwise required by the context, various terms used in this document shall have the meanings set forth in this section. Terms expressed in the singular shall also include the plural.

Section 4.02. - Appointment

The act of filling a vacant position with a person who has met the qualifications for the position.

Section 4.03. - Anniversary Year

The year following the date of employment with the Agency and each successive year thereafter.

Section 4.04. - Classification

A group of positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application of common standards of selection, transfer, demotion and rate of pay.

Section 4.05. - Continuous Regular Employment

That period of actual employment by the Agency following an employee's date of employment, or the employee's most recent date of reemployment, or reinstatement, whichever is later. The term shall also include military leaves of absence and pre-approved leaves of absence, provided that on the day prior to such periods the employee was in the employ of the Agency and that during such periods the employee takes no action expressed or implied to terminate employment.

A. Break in Continuous Regular Employment

1) Failure to Return to Work

A break in continuous regular employment for failure to return to work as required at the completion of one of the above authorized periods of absence shall, except in the event of the employee's death during such a period, be considered as voluntary termination as of the date the period of absence began.

2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of one of the above authorized periods of absence shall constitute a break in continuous regular employment.

3) Other Employment

Employment by other than the Armed Forces of the United States or its allies during a period of authorized absence shall constitute a break in continuous regular employment unless such other employment is approved by the Agency.

Section 4.06. - Exempt Employees

Employees in exempt positions who are excluded from FLSA overtime pay requirements and are compensated on a bi-weekly salary basis.

Section 4.07. - Holiday Leave

A holiday recognized by the Agency when employees will be granted a day off with pay.

Section 4.08. - Holiday Pay

Pay received by those employees who are required to work on an Agency recognized holiday.

Section 4.09. - Hourly Rate of Pay

The hourly rate of pay for non-exempt employees as defined in Section 4.13 is the amount equal to the classification and step position an employee currently holds.

Section 4.10. - Immediate/Extended Family

- A. Immediate Family is limited to: Spouse, State Registered Domestic Partner, Parent (biological or an individual who stands or stood in loco parentis to an employee when the employee was a minor), and Child (biological/adopted/foster/stepchild, a legal ward, or a child of a person standing in loco parentis who is under age 18), Brother, and Sister.
- B. Extended Family is limited to: Aunt, Brother-in-law, Daughter-in-law, Ex-spouse (if children are involved), Father-in-law, Grandchild, Grandparent, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Stepbrother, Stepsister, and Uncle.

Section 4.11. - Inactive Status

An employee who is on an authorized leave of absence without pay for more than thirty (30) calendar days.

Section 4.12. - Job Abandonment

An employee who does not report or call-in to work as scheduled for three (3) or more consecutive workdays, and has not been excused for compensatory time off, vacation leave, floating holiday, sick leave or a leave of absence without pay, shall be considered as having abandoned his/her job. Such employee may be disciplined in accordance with Article 17 of this MOU, Disciplinary Actions and Appeals Procedures.

Section 4.13. - Non-Exempt Employees

Employees in non-exempt positions who are covered under FLSA regulations, including overtime pay requirements and are compensated on an hourly basis.

Section 4.14. - Overtime

Overtime shall be defined for non-exempt employees as all hours worked in excess of forty (40) hours per workweek.

Section 4.15. - Overtime Pay

A rate equivalent to one and one-half (1½) times an employee's hourly rate of pay.

Section 4.16. - Position

A group of duties and responsibilities assigned by proper authority to be performed by one employee. A position may be full or part time, occupied or vacant, temporary or regular.

Section 4.17. - Probationary Employee

A. Original Probationary Employee

A person appointed to fill a regular position, but who has not yet completed the probationary period. The probationary period is a trial period in which a new employee is evaluated on the ability to fulfill the skills required by a position and the ability to establish an effective working relationship with co-workers.

B. Technical Probationary Employee

A regular employee appointed, through promotion or a lateral transfer, to a classification or position having duties other than the employee's current position.

Section 4.18. - Probationary Period

A period of time considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties and responsibilities of the position.

Section 4.19. - Promotion

The movement of an employee from one classification to another classification having a higher maximum base rate of pay.

Section 4.20. - Reclassification

The reallocation of a position, through a change in duties and responsibilities, based on the needs of the Agency, to a different classification and/or pay range.

Section 4.21. - Reemployment

The rehiring, other than reinstatement, of an individual who formally worked as an employee of the Agency.

Section 4.22. - Regular Employee

An employee who has successfully completed the original probationary period.

Section 4.23. - Reinstatement

The restoration, without competitive examination, of a former regular employee to a classification in which the employee formerly served as a regular, non-probationary employee.

Section 4.24. - Resignation

The termination, at the election of the employee, of employment with the Agency.

Section 4.25. - Step Advancement

A pay rate increase based on satisfactory or better employee performance, which is within the limits of a pay range established for a classification.

Section 4.26. - Temporary Employee

A person requisitioned to meet a short-term need of the Agency. Temporary employees shall not be retained for more than six (6) months without the written approval of the General Manager, or designated representative(s). Temporary employees are not entitled to Agency benefits, or any other provisions stipulated in this MOU.

Section 4.27. - Termination

The termination of an employee at the discretion of the Agency by means of layoff, discharge, or other means.

Section 4.28. - Transfer

The movement of an employee from one position to another position in the same classification or in a comparable classification with the same maximum rate of pay, involving the performance of similar duties and responsibilities and requiring substantially the same basic qualifications.

Section 4.29. - Unpaid Status

When an employee does not receive compensation for time not worked, or does not have any usable accrued leave time, or is not eligible for any other paid leave, such employee shall be considered as being in an unpaid status.

Section 4.30. - Workweek

A workweek is a fixed and regularly recurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

A. 5/40 Alternative Work Schedule

A 5/40 work schedule shall consist of five 8-hour days equaling forty (40) hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday

B. 9/80 Alternate Work Schedule

The 9/80 work schedule, for purposes of computing overtime, is defined as beginning exactly four (4) hours into the eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular flex day off.

Example: Friday On/Off:

<u>Wk</u>	F	Sa	S	M	T	W	Th	F		Total
1	0	0	0	9	9	9	9	4	=	40
2	4	0	0	9	9	9	9	0	=	40

C. 4/10 Standard Work Schedule

A 4/10 work schedule shall consist of four 10-hour days equaling forty (40) hours per workweek, and is defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

- D. The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the Agency. All employees of the Agency are subject to call for emergencies that are inherent in the Agency's responsibilities.

Section 4.31. - Scheduled Vacation

A scheduled vacation is a leave request that is approved and dated by the supervisor at least two (2) weeks prior to the scheduled time off.

Section 4.32. - Unscheduled Vacation

An unscheduled vacation is a leave request that is approved and dated by the supervisor less than two (2) weeks prior to the scheduled time off.

Section 4.33. - Unscheduled Overtime

Unscheduled overtime is when an employee is not given at least ten (10) hours prior notification to work overtime.

ARTICLE 5 - GENERAL PROVISIONS

Section 5.01. - Equal Employment Opportunity

The Agency is committed to providing equal employment opportunity to all employees and applicants without regard to sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation, veteran status, and as required by law.

Section 5.02. - Harassment in Employment

Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Harassment by or against any employee or applicant or from a person providing services pursuant to a contract on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated (refer to Agency Policy A-29 and A-30).

Section 5.03. - Compliance With Law

The Agency's Board of Directors and employees shall take no actions relative to personnel or labor relations matters that conflict with or attempt to circumvent applicable State or Federal Laws.

Section 5.04. - Amendment of MOU

This MOU may be amended by the Agency Board of Directors subject to Government Code Section 3500, et. seq.

Section 5.05. - Labor/Management Meetings

Representatives of the Unit and the Agency shall meet informally at the request of either party to discuss matters of mutual interest to each party. The time and place of the meeting shall be selected by the representatives involved.

Five (5) designated General Unit employees shall be allotted Association leave time for the purpose of preparing for MOU negotiations. Association leave shall constitute up to two (2) meetings per month with a maximum of two (2) hours per meeting, beginning in the January prior to the expiration of the applicable MOU and ending once negotiations are over.

The General Unit shall be permitted to meet during Agency time and on Agency premises as an entire unit for up to a maximum of two (2) hours twice per calendar year.

The Agency and the Association agree to utilize the Labor/Management meetings to discuss revisions and modifications to the MOU for the purpose of establishing consistent language for all bargaining units. The labor/management process shall not result in any change in terms and conditions of employment absent a meet and confer process resulting in an agreement between the parties to do so.

Section 5.06. - Personal Hygiene Time (Clean Up Time)

Each employee who is required to wear an Agency provided uniform shall be provided twenty (20) minutes at the end of each workday to clean up. Said clean up time shall be used to change from Agency uniforms, shower and change into street clothing, etc.

Section 5.07. - Contracting Work Out

Except in emergency situations, the Agency shall start meeting and conferring with representatives of the Unit at least sixty (60) days before they intend to permanently contract out work that was regularly being performed by members of the Unit. For the purposes of this Section, "regularly performing" shall mean employees of the Unit performed the subject task at least fifty percent (50%) of the work week and "permanently" shall mean that the Agency intends to reduce staffing by contracting out work, or intends to utilize the services of a contractor for more than 365 days to perform the work.

- A. The Agency and General Unit agree to meet and confer on a re-opener to discuss contracting work out in accordance with Section 5.07 by September 31, 2018.
- B. The Agency shall meet and confer, in accordance with Section 5.07, with the General Unit, no later than June 1, 2019, if the Agency wishes to continue or modify the June 2017 mutually agreed-upon use of contract workers in the collections department.

Section 5.08. - Whistleblower Clause

California law prohibits retaliation against any employee for opposing/reporting unlawful discriminatory/harassment prohibited by law or for filing a complaint with the Agency or another Governmental Agency. Additionally, the Agency will not retaliate against any employee who, in good faith, files with the Manager of Human Resources a complaint of discrimination, harassment, malfeasance, misappropriation of Agency funds, violation of regulatory permit requirements, state or federal laws, or substantial and specific danger to the public health/safety. Such complaints must be submitted in writing to the Manager of Human Resources, and filed under penalty of perjury.

Section 5.09. - Savings Clause

If any article or section of this contract shall be held invalid by operation of laws or by any court of competent jurisdiction, the remainder of this contract shall not be affected thereby. In the event that any section is held invalid, the parties agree to immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalidated section or article.

ARTICLE 6 - FILLING OF VACANCIES

Section 6.01. - General

Vacancies may be filled by appointment, transfer, demotion or promotion or by the use of temporary help as deemed in the best interest of the Agency, by the General Manager or designated representative(s).

Section 6.02. - Filling of Vacancy

Whenever a vacancy occurs in the Agency's staff or labor force, the General Manager, or designated representative(s), shall decide by what manner the vacancy is to be filled.

- A. Insofar as possible and practical and in keeping with the best interests of the Agency, vacancies may be filled with existing employees of the Agency, subject to the following conditions:
 - 1) A current Agency employee submits a completed application form for the vacant position.
 - 2) The employee requesting consideration demonstrates or possesses the experience and/or education and other qualifications that the position requires.
 - 3) An employee scores competitively on examinations, if given.
 - 4) In cases where more than one employee applies and all other factors are equal, seniority in terms of employment with the Agency shall prevail.
- B. Employees shall be evaluated for promotion or advancement based on the following criteria:
 - 1) Overall work performance.
 - 2) Knowledge, training, ability, skill, efficiency and overall job performance.
 - 3) Job-related work experience and education including certificates and degrees.
 - 4) Cooperative working relationships with those contacted in the course of work.
 - 5) Physical and mental ability to perform, with reasonable accommodation if disabled, the essential functions of the job.
 - 6) Attendance records with the Agency.
 - 7) Seniority with the Agency.

These criteria shall be evaluated only on the basis of the requirements of the position or classification for which the employee is being considered.
- C. Qualified Agency employees may apply for a transfer or promotional position within the Agency. Employees who chose not to participate in training provided by the Agency retain the right to apply for promotional positions for which they meet minimum qualifications.
- D. For non-permanent transfers, the Agency agrees to first allow "qualified" employees to voluntarily apply for the transfer. In cases where more than one qualified employee voluntarily applies for the transfer, the Agency shall determine which employee is transferred at the Agency's sole discretion. If no "qualified" employees

voluntarily apply for the transfer, the Agency shall transfer staff as required to meet the needs of the Agency.

ARTICLE 7 - APPLICATION PROCESS FOR NEW APPLICANTS

Section 7.01. - Application Forms

Employment applications shall be made online and/or on forms approved by the General Manager, or designated representative(s), and provided by the Agency's Human Resources Department. These forms shall require information regarding education, prior work experience, training, references and other information related to the job for which applying. All applications shall be signed and dated by the applicant under a penalty of perjury. Any falsification of information on an application form may disqualify an applicant.

Section 7.02. - Physical Examination and Condition

After a conditional offer of employment has been made to a job applicant and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination. The evaluation, which may include drug and/or alcohol screening, shall be performed by a physician selected by the Agency. Employees, in certain classifications, may further be required to undergo additional periodic physical examinations and/or receive certain anti-toxin injections during his/her employment with the Agency. The expense involved in such an examination shall be borne by the Agency. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.

Section 7.03. - Employment Tests

Applicants for all positions, as determined by the General Manager, or designated representative(s), shall be subject to oral, written and/or performance tests. Only applicants who demonstrate an acceptable level of knowledge, skills and abilities required of the position shall be considered for employment. If there is a job-related requirement for the position, a working knowledge of written and spoken English must be demonstrated by all applicants.

Section 7.04. - Acceptance of Applicant

Prior to hiring, the application and pertinent information of the applicant shall be reviewed by the General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 5.01 of this MOU for those items which shall not be adjudged pertinent.

Section 7.05. - Rejection of Applicant

The General Manager, or designated representative(s), may reject an application, or after examination, may disqualify the applicant, if the applicant:

- A. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- B. Is physically or mentally incapable of performing the essential functions of the job, with or without reasonable accommodation, based on competent medical/psychological evidence, including, but not limited to, impairment caused by

current illegal use of drugs; or current abuse of alcohol;

- C. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- D. Is found by the Agency's automobile insurance carrier to be uninsurable if the essential functions of the job require the employee to be insured;
- E. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- F. Has used or attempted to use political pressure or bribery to secure an advantage in the employment testing or appointment;
- G. Has directly or indirectly obtained information, in advance, regarding employment tests;
- H. Has failed to complete and/or submit the employment application correctly or within the prescribed time limits;
- I. Has had the privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve (12) months, if operating a motor vehicle, requiring a driver's license, is an essential function of the job for which applying;
- J. Has a job history which, in the judgment of the General Manager, or designated representative(s), would render the applicant ineligible for the position, including a prior discharge from the Agency.

Section 7.06. - Recruitment Review

Any internal candidate and his/her representative shall have the right to inspect his/her own examination paper(s) within five working days after the receipt of the notice of examination results. Any error in computation, if called to the attention of the Manager of Human Resources, shall be corrected. Such corrections shall not invalidate appointments previously made.

Section 7.07. - Background Investigations

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to allow the Agency to conduct a background investigation. Said investigation shall include verification of prior employment, verification of education, fingerprinting, credit check (for positions that regularly are involved in financial transactions), and any other information necessary to evaluate an applicant's qualifications for the position.

ARTICLE 8 - PERSONNEL RECORDS

Section 8.01. - General

- A. Personnel Records are by nature confidential, and the General Manager, or designated representative(s), shall establish procedures to maintain this confidential nature (refer to Agency Policy A-58).
- B. The contents of any personnel file or record shall only be released to the employee

or employee's designee, upon written authorization of the employee, upon court order, on a need-to-know basis to respective supervisor/manager, or legal representatives of the Agency, relative to personnel actions and only by the Manager of Human Resources or designated representative(s). A written log will be maintained in each General Unit employee's personnel file identifying access to the file by anyone other than Human Resources staff.

- C. The General Manager, or designated representative(s), shall maintain as a portion of the personnel records the employee's qualifications, education, achievements and other classified and confidential information as well as the following standard forms:
 - 1) Application Form
 - 2) Employment Record
 - 3) Periodic Performance Appraisals
- D. A separate medical file shall be established by the Human Resources Department for each employee. This file shall be maintained in accordance with the Agency's records retention schedule, and in a confidential manner.
- E. The General Manager, or designated representative(s), and the employee shall be empowered and charged to cause entries to be made in the employee's personnel file and each employee shall have the right to review his or her file to assure said personnel file is current and complete.
- F. Disciplinary actions of less than and including a suspension of four (4) days or less will be purged from the employee's personnel file after two (2) years, suspensions of five (5) to ten (10) days will be purged from the employee's personnel file after five (5) years, upon written request of the employee to the Manager of Human Resources, if the employee has not been subject to any formal discipline during the preceding two (2) year period. Suspensions of eleven (11) or more days will remain permanently in the employee's personnel file. Employees can ask for expired records to be expunged and can be present when it is done.
- G. Employees must provide the Agency with a current address and phone number.

ARTICLE 9 - PROBATIONARY PERIODS

Section 9.01. - Regulations

- A. Generally, original and promotional appointments shall have a probationary period of one (1) year. The Executive Manager, or designated representative, can reduce or extend the original probation up to six (6) months. Said probationary period shall be declared in any offer letter. There are two (2) types of probationary periods:
 - 1) Original Probation - as defined in Section 4.17.A of this MOU.
 - 2) Technical Probation - as defined in Section 4.17.B of this MOU.
- B. Upon approval of the Executive Manager, or designated representative(s), either an original or technical probationary period may be extended a maximum of an additional six (6) months.

- C. Prior to the completion of a probationary period, the probationer's supervisor or the manager of the department in which the employee works shall prepare a performance appraisal reporting the quality of the required skills, knowledge and ability to successfully perform the job as stated in the probationer's job classification specification. This appraisal shall be reviewed with the probationary employee and a signed copy presented to the Executive Manager, or designated representative(s), along with a recommendation to retain the employee, or discharge the employee. In the case of the technical probationer, the employee may be reclassified or returned to the employee's former classification or position as provided for in Section 9.02.B and 9.02.D.
- D. In the case of an original probationary period of one (1) year, employees who have completed six (6) months may use accrued sick, vacation leave and/or floating holiday.
- E. The time required for original probationary periods shall be extended by any time an employee is on an authorized leave of absence, with or without pay, which exceeds ten (10) calendar days during the Original Probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period.
- F. In the case of an original probationary, limited term employees promoted and/or reclassified to regular in the same classification and who have previously completed six (6) months employment may use accrued sick, vacation leave and/or floating holiday.

Section 9.02. - Technical Probation

- A. In those cases where multiple changes in classification or position occur within said technical probation period, the maximum technical probation period will be at the discretion of the Executive Manager, or designated representative(s).
- B. A regular employee who is promoted shall be subject to a technical probationary period of up to one (1) year during which time the employee shall demonstrate the ability to function in the new classification. If at any time during the technical probationary period, the employee or the Agency feels the employee is not qualified or suited to said position, the employee may elect or the Agency shall return said employee to the employee's previous classification. A decision by the Agency to return an employee to his/her previous classification is not grievable.
- C. An employee who satisfactorily completes Technical Probation and is on Step 1 shall receive a step advancement based on his/her latest performance appraisal.
- D. If a vacancy exists in a different classification, said employee may be reclassified at the discretion of the Executive Manager, or designated representative(s).
- E. Range placement and future step advancement dates upon unsuccessful completion of technical probation are as follows:
 - 1) The employee will be placed on the same range and step for the classification as the employee was on prior to the time the employee was promoted.

- 2) The employee will be eligible for the next step advancement on the anniversary date of the original position prior to being promoted.

Section 9.03. - Dismissal During the Probationary Period

- A. During the original probationary period, an employee may be discharged by the Executive Manager, or designated representative(s), without cause and without right to appeal. Written notification of the discharge shall be served on the probationary employee by the immediate supervisor or designated representative(s), and a copy shall be filed with the Department of Human Resources.
- B. If an opening exists in a different position or classification, the employee may, at the Executive Manager's or designated representative(s) discretion, be offered the position in lieu of termination. The employee will be required to serve another six (6) month probationary period in the new position.
- C. The final decision of the above action(s) will be at the sole discretion of the Executive Manager, or designated representative(s).
- D. Any employee who is discharged during his/her original probationary period shall receive his/her final compensation, including any accrued vacation leave, at the time he/she is terminated.

ARTICLE 9.1 - WORK SCHEDULE

Section 9.1 - 4/10 Work Schedule

The parties agree to institute a 4/10 work schedule for unit members subject to the following exceptions as set forth herein.

The Agency retains the discretion, with two weeks' notice, to convert any classifications to a different work schedule, at the Agency's discretion with at least a two-week notice.

Section 9.2 - Standard workday under 4/10

The standard workday under a 4/10 schedule shall be Monday-Thursday, with core business hours being from 8:00 a.m. to 5:00 p.m. On a case-by-case basis, the Agency will allow alterations to the start and end times upon a showing of good cause and subject to Agency operations and needs.

Section 9.3 - Work Schedule for Maintenance Employees

Maintenance employees shall work a schedule of 6:00 a.m. to 4:30 p.m.

ARTICLE 10 - CLASSIFICATION, COMPENSATION AND PAY PERIOD

Section 10.01. - Classification/Compensation Plan

In addition to this MOU, the General Manager, or designated representative(s), shall maintain a file that shall contain the following:

- A. A nine (9) step compensation plan to include a listing of internal wage relationships among classifications, and benchmark classifications for purposes of establishing

salaries for each classification within the Agency. The compensation plan shall also include exempt and/or non-exempt rate schedules for all classifications.

- B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principal duties, responsibilities, and minimum qualifications required of each classification. The General Manager, or designated representative(s), shall determine and set forth the duties and responsibilities as they are to be presented in said class specifications. Assignments may be varied or interchanged to meet the needs of the Agency.

Section 10.02. - Classification Revision and Reclassification

- A. The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the General Manager, or designated representative(s). In addition, any position may be re-classified to a different classification by the General Manager, or designated representative(s) when there is a change in the duties and responsibilities of the position or other sufficient cause. A demotion is not considered a non-voluntary re-classification of a position to a different classification and is subject to a reduction in pay rate.
- B. If an employee's classification or position is to be eliminated in accordance with the Agency's classification plan, the employee may be offered a reclassification to a lower classification or position for which the employee possesses the minimum qualifications. The unit will meet and confer with the Agency and allow the employee to have some input as to where he or she will be transferred.
- C. If an employee who is to be reclassified has achieved regular status in his/her present position, such status shall be maintained in his/her new position after the reclassification.
- D. Any reclassification to prevent layoff may be reversed when the employee's previous position is reopened.
- E. An employee who is to be reclassified shall be given at least four (4) weeks written notice prior to reclassification.
- F. If an employee believes that his or her duties and responsibilities have changed significantly, the employee may request a classification study of his/her position. Such request must be submitted in writing to the Manager of Human Resources, or designated representative(s).

Section 10.03. - New Positions

Any new position and/or classification that is established shall comply with this MOU and shall be allocated to the Agency's classification and compensation plan by the General Manager.

Section 10.04. - Compensation

- A. Adjustments, if any, to salary ranges of employees covered by this MOU shall be made as negotiated between the Unit and the Agency and shall become part of this MOU.

- B. Effective July 1, 2021, the Agency shall implement a 3.0% base salary increase for FY 2021-2022.
- C. Effective July 1, 2022, the Agency shall implement a 3.0% base salary increase for FY 2022-2023.
- D. Effective July 1, 2023, the Agency shall implement a 3.0% base salary increase for FY 2023-2024.
- E. Only those persons who are Agency employees and working for the Agency on the date this MOU is approved by the Board of Directors, or on the date the base salary increase is actually implemented, whichever is later, are entitled to the base salary increases set forth above.
- F. All base salary increases provided for in this MOU shall be implemented on Step 1 of the salary matrix and incrementally implemented through Step 9.

Section 10.05. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within said classifications. In determining the compensation rates for the various classifications, considerations may be given to the Agency's financial status, the current cost-of-living, local prevailing rates of compensation for like or comparable employment in public or private agencies, working conditions, fringe benefits, and any other relevant factors. The rates of compensation shall be arranged in clear and understandable tables entitled "Non-exempt and/or Exempt Rate Schedules" which shall be made a part of this MOU.

Any adjustments made relative to the compensation plan shall be subject to meet and confer in accordance with Government Code Section 3500, et. seq.

Section 10.06. - Adoption of Compensation Plan

The nine (9) step compensation plan shall be adopted by the Board of Directors of the Agency and made a part hereof, and will be on file with the General Manager, or designated representative(s).

Section 10.07. - Salary Adjustments and Step Advancements

The procedures for step advancements within each pay range are set forth as follows:

- A. New employees shall be hired at Step "1" of the established pay range for his/her classification. Variable entrance steps may be established if justified by recruitment needs through Step "9" with the approval of the General Manager, or designated representative(s).
- B. Within the base pay range, all step advancements will be effective on the first day of a pay period. Approval for advancement shall be based upon merit and completion of required length of service in the classification. Step advancements within each pay range shall be in increments of approximately 2½%.
- C. Except in cases where employees have exhibited outstanding performance, other advancements shall be based on performance as provided in Section 10.08, and

are contingent upon completion of one (1) year in each step.

- D. The time required for step advancement shall be extended by any time an employee is on an authorized leave of absence that exceeds thirty (30) calendar days (see Section 12.01.D).
- E. The General Manager, or designated representative(s), may authorize the upward adjustment of the range step or pay rate of an employee to maintain wage equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity.

Section 10.08. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. An employee who receives an overall performance rating of Satisfactory may be eligible to receive a one (1) step advancement, an employee who receives an overall performance rating of Exceptional may be eligible to receive a two (2) step advancement, and an employee who receives an overall performance rating of Outstanding may be eligible to receive a three (3) step advancement. In no instance shall the advancement place the employee higher than Step "9" of his/her pay range. An employee who receives an overall appraisal rating of Improvement Required shall not receive a merit increase (see Section 12.01.F).
- C. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- D. An early step advancement may be granted to employees who have exhibited outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 10.08.E).
- E. Merit adjustments shall become effective as follows:
 - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of the pay period.
 - 2) If a merit increase is due during the second week of the pay period, the effective date of the merit increase shall be the first day of the following pay period.
- F. A Satisfactory performance appraisal will not be considered as justification for automatic step advancement for employees upon successful completion of original or technical probation. Should an employee not be awarded a step advancement upon conclusion of his/her probationary period, he/she shall be eligible for a step advancement upon completion of one (1) year in the position.

Section 10.09. - Denial of Step Advancement/Performance

- A. An employee who receives an overall rating of Improvement Required shall be denied his/her step advancement. A written performance appraisal identifying the areas of weakness and what steps/actions the employee needs to take to improve his/her performance shall be provided to and discussed with the employee.
- B. After receiving an overall rating of Improvement Required, the employee shall have a maximum of two 3-month feedback evaluations to attain an overall rating of Satisfactory or better.
- C. At such time as the merit increase is warranted, a formal appraisal will be prepared and submitted along with a written recommendation to grant the increase. The next step advancement will be contingent upon the completion of one (1) year from the date the step advancement was granted as well as an acceptable level of performance during that period.
- D. At the end of the maximum two 3-month feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, or to discipline the employee in accordance with Article 17 as well as the reasons for the recommendation.

Section 10.10. - Authority of General Manager

The General Manager, or designated representative(s), is hereby authorized to employ personnel to fill openings allocated by the Board of Directors within the exempt and non-exempt classifications. Within a classification, the General Manager, or designated representative(s), shall have the authority to practice discretion in assigning the position in which the employee shall be employed. Additionally, he/she is authorized to establish new classifications provided that the total number of authorized positions does not exceed the number of positions authorized by the Board of Directors. The General Manager, or designated representative(s), is further empowered to promote, demote, or transfer employees from one position to another and from one classification to another provided there is a vacancy in a classification allocated by the Board of Directors or established by the General Manager.

Section 10.11. - Official Business Pay Authorization

Any employee of the Agency may be authorized to attend business and other matters of interest to the Agency outside the Agency area and for time periods which exceed the normal workday on the date of attendance. Employees on such assignment, at the Agency's request, must have prior approval for compensation at his/her hourly rate of pay for the number of hours he/she would normally work on the day of attendance.

Section 10.12. - Pay Periods

All employees of the Agency shall be paid biweekly. Payroll shall be distributed every other Friday by 10:00 a.m. If a payday falls on a holiday, the payroll will be distributed on the preceding Thursday. At Thanksgiving, and when Christmas falls on a Thursday, the payroll will be distributed on the preceding Wednesday.

Section 10.13. - Payroll Deductions

A. Deduction of dues and premiums

Membership dues to the Association and insurance premiums for qualified plans shall be deducted by the Agency from the pay warrant of each employee in the General Unit who files with the Agency a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees in the General Unit shall be made to the Association or plan sponsor within thirty (30) days after the conclusion of the month in which the membership dues and insurance premiums were deducted.

B. Agency not liable

The Agency shall not be liable to the Association, any other labor representative, employees, or other party by reason of the requirements of this Section for the remittance of any sum other than that constituting actual deductions made from employee wages earned. The Association shall hold the Agency harmless for any and all claims, demands, suits, order, judgments or other forms of liability that may arise out of or by reason of action taken by the Agency under this Section.

Section 10.14. - Overtime Compensation

- A. All employees required to "work" in excess of forty (40) hours in any one workweek shall be paid at one and one-half (1½) times the employee's hourly rate of pay. In addition to actual hours worked, fatigue pay, bereavement leave, scheduled vacation and/or agency observed holiday time that falls within the employee's regular shift shall also count as hours worked for purposes of computing overtime. If an agency observed holiday falls outside of an employee's regular shift and the employee does not actually work on the day of the holiday, the holiday shall not count as hours worked when computing overtime.

Any work in excess of twelve (12) consecutive hours shall be compensated at the rate of no less than twice the employee's regular hourly rate of pay. Any work in excess of sixteen (16) consecutive hours shall be compensated at no less than three (3) times the employee's hourly rate of pay.

- B. Overtime Meals: Employees who work in excess of 12 consecutive hours shall be compensated for meals as provided for in Agency Policy A-68. Employees who are provided less than ten (10) hours prior notice of the need to work overtime **AND** who are required to work more than three (3) hours of overtime shall be compensated for meals as provided for in Agency Policy A-68.

Section 10.15. - Compensatory Time

- A. Compensatory time, in lieu of monetary overtime compensation, shall be provided at the discretion of the employee, to regular and probationary employees at a rate equal to one and one-half (1½) hours of compensatory time for each hour of overtime worked to be taken as paid time off. Selection of compensatory time vs. overtime pay shall be made by the employee at the time he/she submits his/her timesheet.
- B. Regular and probationary unit employees shall have the option of earning compensatory time, in lieu of monetary on-call compensation, at the rate equal to

one hour of compensatory time for each hour of on-call pay to be taken as paid time off. Selection of compensatory time vs. on-call pay shall be made by the employee at the time he/she submits his/her timesheet. This provision shall be subject to all limitations and restrictions relating to the accrual and use of compensatory time as set forth in this Section.

- C. All regular and probationary employees may accrue up to a maximum of fifty (50) hours each calendar year. All compensatory time accrued, but not yet taken as paid time off, as of December 31 of the current calendar year), shall be paid to the employee, at his/her current rate of pay on a separate check from payroll via direct deposit in pay period three (3). The fifty (50) hour maximum will limit the amount of compensatory time that can be earned in one (1) calendar year. Employees using any part of the fifty (50) hour bank may not add any additional compensatory time to the bank in order to bring the total back to fifty (50) hours in the same calendar year. Once an employee has earned fifty (50) hours of compensatory time in one (1) calendar year, payroll will pay the employee time and a half for the hours worked even if the employee has marked compensatory time on his/her time sheet.
- D. In the event an employee is promoted/reclassified from a non-exempt position, in which he/she was eligible for compensatory time, to an exempt position, the employee shall be paid for all compensatory time on the books at the employee's non-exempt hourly rate of pay as of the end of the last pay period that the employee worked as a non-exempt employee.
- E. The usage of compensatory time shall be approved in advance by the employee's manager and/or supervisor. Compensatory time usage may be denied by supervisory staff and/or management without right to appeal.

Section 10.16. - Shift Differential Pay

Non-exempt employees working between the hours of 1800 and 0600 shall receive a five percent (5%) hourly rate of pay differential, in addition to the employee's hourly rate of pay, for actual hours worked between the above stated hours.

Section 10.17. - Call Back Pay

- A. Whenever an off-duty employee is required to return to duty, said employee shall be entitled to not less than two (2) hours of pay computed at the employee's hourly rate of pay.
- B. In instances where the employee is called in early to work, said employee shall be compensated for the actual time from when he/she was called in and shall not receive a minimum two (2) hours.
- C. Whenever an on-call employee is required to return to duty, said employee shall be entitled to not less than two (2) hours of pay computed at the employee's hourly rate of pay from the time of the response that triggers the call back. The employee shall not be compensated for travel time upon conclusion of the call back.

Section 10.18. - On-call Pay

- A. On-call pay shall be paid to employees assigned to on-call at the rate of two (2) hours at the employee's current hourly rate of pay for each weekday an employee is assigned on-call duty and three (3) hours for each weekend day an employee is assigned on call duty. Under a 4/10 (Monday-Thursday) work schedule, Fridays are considered weekends. For unit employees who are not on a 4/10 schedule, on-call pay shall be paid as set forth above, however Fridays shall not be considered a weekend day. Employees assigned to on-call during an observed holiday shall be paid at the rate of three (3) hours at the employee's current hourly rate of pay. Employees assigned to on-call during an actual holiday shall be paid at the rate of four (4) hours at the employee's current hourly rate of pay. Employees who call off sick for a full day shall not receive on-call pay for that day.
- B. On-call duty may be mandatory at the discretion of management for the following disciplines: Collection System Operators, Control System Administrators, Control System Analysts, Electricians, Engine Technicians, Instrumentation Technicians, Mechanics, and Plant Maintenance Technicians. Management has the right to assign employees to on-call duty to achieve the most effective and efficient response time. On-call duty is not counted as hours worked when computing overtime.
- C. An employee assigned to on-call duty may be required to carry a cell phone. In addition, he/she may be assigned a laptop or mobile device for response to on-call duties.
- D. An employee assigned to on-call duty is required to respond as soon as practicable but not to exceed ten (10) minutes. An employee assigned to be on-call shall be able to report to his/her work site within one (1) hour after returning the call. An employee may be given a designated time of more than one (1) hour to respond if deemed appropriate by his/her supervisor, or designated representative(s).
- E. If an employee is assigned to on-call duty, such employee must be reachable and available to respond. An employee who fails to respond to a call when assigned to on-call duty shall not receive on-call pay for that day. In addition, management reserves the right to review an employee's on-call status following a failure to respond, and may remove said employee from the on-call program as deemed appropriate.
- F. If an employee who is scheduled for on-call duty works sixteen (16) consecutive hours, on-call duty may be re-assigned to another employee for the balance of the following workday.
- G. In lieu of monetary compensation, on call pay may be added to compensatory time, (see Section 10.15.B for use of compensatory time).
- H. Unit employees can switch on-call time and serve on-call during a regular flex day weekend if unit employees agree to do so and subject to express permission by the Agency.
- I. If an employee trades an on-call assignment, the employee shall not be adversely impacted and/or this will not be documented on the annual performance appraisal. However, employees will be required to accept on-call work at least two (2) times during the calendar year (January 1st – December 31st). It is the employee's

responsibility to ensure the duration between on-call assignment acceptance does not exceed six (6) months. This applies to all on-call assignments required to be accepted during the period covered by the MOU.

- a. The employee will be subject to progressive disciplinary action if the period between any on-call assignments during the period covered by the MOU exceeds six (6) months.
 - b. It is the employee's responsibility to arrange for coverage for all on-call assignments if they are not able to fulfill the assignment themselves. Failure to accept or to arrange for others to cover on-call assignments assigned to employee can constitute for progressive disciplinary action.
 - c. Employee failing to respond to on-call assignments are subject to progressive disciplinary action.
- J. HVAC Technicians who choose to respond to call outs will be compensated as noted in Section A. The HVAC Technician job classification does not require employees under the job classification to be on-call and any response is voluntary. If an employee under this job classification refuses to respond to call outs, the employee shall not be adversely impacted and/or this will not be documented on the annual performance appraisal.

Section 10.19. - Laptop Response Pay

- A. An employee who responds to an alarm condition(s) via laptop shall receive a minimum of one (1) hour of pay computed at the employee's hourly rate of pay. Additional responses initiated within a span of one (1) hour of each other shall be included in the minimum compensation. If a response carries past the end of the one (1) hour period, the compensation shall be minimum compensation plus the actual additional time spent (i.e., one (1) hour plus each additional minute). Any responses that are initiated outside the span of one (1) hour of each other, shall be compensated at a minimum of one (1) hour of pay computed at the employee's hourly rate of pay.
- B. A laptop response which requires an employee to return to duty shall not be compensated with the minimum laptop response pay.

Section 10.20. - Telephone Response Pay

- A. An employee who is not on-call and who gets called for assistance shall receive a one quarter (1/4) of an hour of pay computed at the employee's hourly rate of pay.
- B. Telephone response pay not to exceed four (4) calls an hour.

Section 10.21. - Reduction in Pay

If an employee reports to work unprepared (i.e., not appropriately attired in uniform) when his/her shift is scheduled to commence, without prior approval, the employee's supervisor may reduce the employee's pay for each one-tenth ($1/10^{\text{th}}$) of an hour that the employee is tardy. The tenth of an hour shall be rounded to the nearest six (6) minute increment (examples: employee arrives five (5) minutes late for work, pay is reduced by one-tenth ($1/10^{\text{th}}$) of an hour. Employee arrives twenty-six (26) minutes late for work, pay is reduced by $4/10^{\text{th}}$ of an hour).

For compelling reasons, the supervisor may approve the use of accrued vacation leave for lost time, and may require verification of reason for absence from work; otherwise, the employee shall not be permitted to use any other paid accrued leave in order to receive compensation for the lost time.

Section 10.22. - Acting Pay

An employee who is designated by the Agency as acting shall receive a minimum increase of two (2) steps (approximately 5%) more than his/her current hourly rate of pay, or shall be placed on Step "1" of the range established for the acting position, whichever is higher; however, the employee's rate shall not exceed Step "9" of the range established for the acting position at any time. Such acting pay is paid when an employee is designated by the Agency to serve temporarily in a higher classification. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the Agency will follow the law and limit the acting assignment to no more than 960 hours. To the extent permitted by law, Acting Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay and California Government Code § 20480.
- B. Acting pay will be effective at the beginning of the first full pay period following the effective date of the designation placement in the higher job classification by the Agency.
- C. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the General Manager, or designated representative(s) may authorize an extension to meet the needs of the Agency.
- D. If the employee is scheduled to receive a merit increase for the position in which he/she normally fills while serving in an acting status, the employee shall receive a corresponding increase in acting pay, not to exceed Step "9" of the acting rate if the new spread between his/her new hourly rate of pay and the acting rate of pay becomes less than approximately five percent (5%). The employee's merit review date shall not be affected by acting status unless he/she is appointed to the position in which he/she was Acting. If such, his/her review date shall be adjusted to coincide with the date he/she started in the Acting position or as provided in Section 10.22.F.
- E. If an employee who is receiving acting pay is promoted to permanently fill the position in which he/she is acting, the date from which the employee began receiving acting pay shall be credited to the employee's total time worked in the position. Following the promotion, the employee's merit increase will be awarded at the conclusion of the technical probationary period, or upon the completion of working one (1) year in the position (including all time he/she was receiving acting pay). All subsequent merit increases will be awarded upon completion of one (1) year in each step.
- F. Any employee on original probation shall not be appointed to an acting or interim position.

- G. When an acting pay position is made available, all eligible regular employees not on original probation shall be notified and considered if they are interested in the position.
- H. Employees who believe they have been assigned by management to perform the significant distinguishing duties of a higher classification a majority of the time, who have not been placed in an acting pay status with acting pay as authorized under this provision, may file a written request with the Human Resources Department for a review of the assigned duties.

Employees must make their request for review to the Human Resources Department within thirty (30) calendar days after they first believe they have worked within the higher classification for at least one hundred sixty (160) hours. Requests for review not presented within this thirty (30) calendar day period shall be considered, but the eligibility for retroactive payment will be limited to the 30 calendar days prior to the request for review.

The Human Resources Department will review requests and at the end of the review, if the Human Resources Department determines requirements for acting pay are met, the Agency will either:

1. The Executive Manager, or designated representative can approve the acting assignment and approve the retroactive payment to a date established by the Department, in consultation with the Human Resources Department; or
2. The Executive Manager, or designated representative can return the employee to their duties within their classification and approve a retroactive payment to a date established by the Department, in consultation with the Human Resources Department.

Similarly, if after a review by the Human Resources Department, if the Human Resources Department determines requirements for acting pay are not met, the employee will be notified, and no further action will be taken.

Section 10.23. - Promotional Pay

An employee who is promoted from one classification to a higher classification shall receive a minimum wage increase of two (2) steps (approximately 5% more than his/her current rate of pay, or shall be placed on Step "1" of the range established for his/her new position, whichever is higher; however, the employee's wage shall not exceed Step "9" of the new range.

Section 10.24. - Flexible Position Advancement

The following positions are included in the Flexible Position Advancement Program. An employee who meets one of the following criteria may submit a written request to his/her supervisor for advancement. Advancement will only be made after the employee meets the necessary criteria and has submitted his/her request. Advancement is not automatic. After a written request has been submitted and compliance with the necessary criteria has been confirmed by the Human Resources Department, advancement shall be effective the start of the next pay period.

FLEXIBLE POSITION ADVANCEMENT

Accounting Technician I/II

Control System Analyst I/II

Collections System Operator I/II

Electrical & Instrumentation Technician I/II/III

Mechanic I/II/III

Pre-treatment and Source Control Inspector I/II

Technology Specialist I/II

- A. Refer to the job classification for the Accounting Technician and Control System Analyst series.
- B. Mandatory requirements for any flex position:
 - 1. Last two years performance appraisal with an overall rating of satisfactory performance or higher.
 - 2. No documented disciplinary action during the last two years.
 - 3. These requirements will apply to employees that were hired/ flexed into a position covered in this section on or after July 1, 2020. Employees hired/flexed into positions prior to July 1, 2020 would be considered grandfathered at their current position and these requirements shall not apply.
- C. Collections System Operator II
 - 1) Minimum 24 months experience as a Collections Systems Operator I at the Agency.
 - 2) California Water Environment Association Collection System Maintenance Grade 1 required at time of advancement.
 - 3) Failure to successfully obtain the required certifications within the specific timeline will result in the Agency returning said employee to his/her previous classification.
 - 4) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain:
 - a. California Water Environment Association Collection System Maintenance Grade 2 Certification.
 - b. Pipeline Assessment Certification Program (PACP) issued by the National Association of Sewer Service Companies (NASSCO).
 - c. Manhole Assessment Certification Program (MACP) issued by the National Association of Sewer Service Companies (NASSCO).
 - d. Lateral Assessment Certification Program (LACP) issued by the National Association of Sewer Service Companies (NASSCO).
- D. Electrical and Instrumentation II
 - 1) Minimum 24 months experience as an Electrical and Instrumentation Technician I at the Agency.

- 2) California Water Environment Association Electrical and Instrumentation Technologist Grade 1 required at time of advancement.
- 3) Failure to successfully obtain the required certifications within the specific timeline will result in the Agency returning said employee to his/her previous classification.
- 4) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain:
 - a. California Water Environment Association Electrical and Instrumentation Technologist Grade 2 Certification.
- 5) Within 12 months of hire, promotion, or advancement or advancement and during the course of employment obtain and maintain one of the following:
 - a. Ultrasound Level 1 Certification.
 - b. Infrared Thermography I Certification.
 - c. International Society of Automation (ISA) Certified Control Systems Technician Associate Certification.
- 6) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain the following:
 - a. CPR and First Aid Certification.
 - b. Confined Space Certification.
 - c. Approved and qualified use of Self-Contained Breathing Apparatus (SCBA).
 - d. Forklift Certification.
- 7) In some assignments, the incumbent must possess and maintain one or a combination of the following:
 - a. California Class A or B driver's license.
 - b. Boom Truck Fixed Cab Operator Certification from the National Commission for the Certification of Crane Operators.
 - c. Weigh Master Certificate.

E. Electrical and Instrumentation III

- 1) Minimum 12 months as an Electrical and Instrumentation Technician II at the Agency.

- 2) California Water Environment Association Electrical and Instrumentation Technologist Grade 2 required at time of advancement.
- 3) Failure to successfully obtain the required certifications within the specific timeline will result in the Agency returning said employee to his/her previous classification.
- 4) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain:
 - a) California Water Environment Association Electrical and Instrumentation Technologist Grade 3 Certification.
- 5) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain **two** of the following:
 - a) Ultrasound Level 1 Certification.
 - b) Infrared Thermography I Certification.
 - c) International Society Automation (ISA) Certified Control Systems Technician Level 1 Certification.
 - d) Certified Maintenance Reliability Technician (CMRT) Certification.
 - e) Certified Maintenance Reliability Professional (CMRP) Certification.
 - f) Certified Reliability Leader (CRL) Certification.
- 6) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain the following:
 - a) CPR and First Aid Certification.
 - b) Confined Space Certification.
 - c) Approved and qualified use of Self-Contained Breathing Apparatus (SCBA).
 - d) Forklift Certification.
- 7) In some assignments, the incumbent must possess and maintain one or a combination of the following:
 - a) California Class A or B driver's license.
 - b) Boom Truck Fixed Cab Operator Certification from the National Commission for the Certification of Crane Operators.
 - c) Weigh Master Certificate.

F. Mechanic II

- 1) Minimum 24 months as Mechanic I at the Agency.
- 2) California Water Environment Association Mechanical Technologist Grade 1 required at time of advancement.
- 3) Failure to successfully obtain the required certifications within the specific timeline will result in the Agency returning said employee to his/her previous classification.
- 4) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain:
 - a. California Water Environment Association Mechanical Technologist Grade 2.
- 5) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain **one** of the following:
 - a. Vibration Analyst I Certification.
 - b. Machinery Lubrication Technician I Certification.
 - c. Ultrasound Level I Certification.
- 6) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain the following:
 - a. CPR and First Aid Certification.
 - b. Confined Space Certification.
 - c. Approved and qualified use of Self-Contained Breathing Apparatus (SCBA).
 - d. Forklift Certification.
- 7) In some assignments, the incumbent must possess and maintain one or a combination of the following:
 - a. California Class A or B driver's license.
 - b. Boom Truck Fixed Cab Operator Certification from the National Commission for the Certification of Crane Operators.
 - c. Weigh Master Certificate.

G. Mechanic III

- 1) Minimum 12 months as a Mechanic II at the Agency.

- 2) California Water Environment Association Mechanical Technologist Grade 2 required at time of advancement.
- 3) Failure to successfully obtain the required certifications within the specific timeline will result in the Agency returning said employee to his/her previous classification.
- 4) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain:
 - a. California Water Environment Association Mechanical Technologist Grade 3.
- 5) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain **two** of the following:
 - a. Vibration Analyst I Certification.
 - b. Machinery Lubrication Technician I Certification.
 - c. Ultrasound Level 1 Certification.
 - d. Infrared Thermography 1 Certification.
 - e. Certified Maintenance Reliability Technician (CMRT) Certification.
 - f. Certified Maintenance Reliability Professional (CMRP) Certification.
 - g. Certified Reliability Leader (CRL) Certification.
- 6) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain the following:
 - a. CPR and First Aid Certification.
 - b. Confined Space Certification.
 - c. Approved and qualified use of Self-Contained Breathing Apparatus (SCBA).
 - d. Forklift Certification.
- 7) In some assignments, the incumbent must possess and maintain one or a combination of the following:
 - a. California Class A or B driver's license.
 - b. Boom Truck Fixed Cab Operator Certification from the National Commission for the Certification of Crane Operators.

c. Weigh Master Certificate.

H. Pretreatment and Source Control Inspector II

- 1) Minimum 24 months as a Pretreatment and Source Control Inspector I at the Agency.
- 2) California Water Environment Association Environmental Compliance Inspector Grade 1 Certification required at time of advancement.
- 3) Failure to successfully obtain the required certifications within the specific timeline will result in the Agency returning said employee to his/her previous classification.
- 4) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain:
 - a. California Water Environment Association Environmental Compliance Inspector Grade 2 certification.

I. Technology Specialist II

- 1) Minimum 24 months experience as a Technology Specialist I at the Agency.
- 2) Within 12 months of hire, promotion, or advancement and during the course of employment obtain and maintain one of the following:
 - a. A+ Certification issued by the Computing Technology Industry Association.
 - b. Microsoft Certified Technology Specialist Certification

Section 10.25. - Direct Deposits

All employees shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods while an employee changes financial institutions, or final (retirement/resignation/termination) payrolls.

Section 10.26. - Fatigue Pay

- A. Any general unit employee, who works sixteen (16) or more hours in a rolling twenty-four (24) hour period, shall receive his/her next working shift off (fatigue time). If an employee fatigues out on his/her last day of their regular work schedule, he/she shall receive a one-hundred-dollar (\$100) stipend, instead of the next working shift off.
- B. Employees are responsible for personally notifying their supervisor before the start of the shift with the reason for taking fatigue pay, hours worked, and problem repaired, in advance of any time off pursuant to this provision.

ARTICLE 11 - BENEFITS

Section 11.01. - Medical Benefits/Life Insurance Plans

A. Health Benefits

The Agency shall contribute the minimum monthly health premium contribution established for contracting agencies by CalPERS, or \$133.00, whichever is greater, towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and his/her eligible dependents. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA monthly minimum or \$133.00, whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2018 \$133.00

B. Additional Benefits

Effective January 1, 2014, the Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$133.00 whichever is greater:

Employee +1 \$1,182.00 effective July 1, 2018 through December 31, 2018

Employee Family \$1,450.00 effective July 1, 2018 through December 31, 2018

- 1) Employee Only and Opt-Outs: For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution from July 1, 2018 through December 31, 2018 shall be \$898.00 minus the PEMHCA contribution under Section A above. Effective, the maximum monthly contribution shall be. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for him/herself or is able to show proof that he/she obtains and maintains health insurance through another source for him/herself. The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 4.29 the employee shall not receive this allotment.
- 2) Effective January 1, 2015, and on January 1st of every calendar year thereafter, during the duration of this MOU, any increase in the monthly contributions set forth above shall be based on the "blended rate" of the average increase in premiums, if any, of the two health benefit plans with the most Agency subscribers as of December 1 of the prior calendar month. The "blended rate" shall be calculated by averaging the annual percentage increase and/or decrease of the basic premium rates, as determined by CalPERS, of the two health plans with the most Agency subscribers on December 1 of each calendar year during the duration of this MOU. Any increase in the monthly contributions based upon the "blended rate" shall be

capped at 6.5% per calendar year. If the “blended rate” percentage decreases, the then-current medical cap will remain unchanged.”

- 3) Effective July 1, 2022, the additional benefit for Employee +1 and Employee Family in Section 11.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 11.01.B.1 shall increase by twenty-five dollars (\$25).
- 4) Effective July 1, 2023, the additional benefit for Employee +1 and Employee Family in Section 11.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 11.01.B.1 shall increase by twenty-five dollars (\$25).
- 5) Should an employee's work hours be reduced by 25% or more of his/her normal working schedule due to a light duty assignment and/or doctor's orders for more than twelve (12) weeks or as provided under FMLA, the employee shall receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of additional benefit.
- 6) Except as provided for in Section 11.01.B.5, an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 7) An Agency-paid \$50,000 life insurance policy is provided to each Unit employee.
- 8) Supplemental Life Insurance is available to an employee at his/her expense through the Agency's life insurance carrier.
- 9) Effective June 24, 2001, the Agency will provide Domestic Partnership health insurance coverage as provided through CalPERS and California State law. The extension of health insurance through CalPERS shall not change or modify any other benefit offered by the Agency unless said benefit is specifically authorized by this MOU.
- 10) Employee +1 and Employee & Family: If the cost of the combined premiums for health, dental, vision, and life insurance (including dependent coverage) is less than the monthly contribution, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for him/herself including their eligible dependent(s). The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 4.29, the employee shall not receive this allotment.

C. Retiree Health Benefits

The Agency shall contribute the minimum monthly contribution established for

contracting agencies by CalPERS or \$133.00, whichever is greater, plus administrative costs towards the cost of premiums for health insurance under the CalPERS PEMHCA for each annuitant who retired from the Agency through CalPERS and who enrolls in a CalPERS health plan as a retiree. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS.

PEMHCA minimum monthly contribution effective 2018 \$133.00

- 1) Payment for the retiree health insurance benefit of \$133.00, or the minimum PEMHCA contribution whichever is greater, shall be made directly to CalPERS for the benefit of the retiree each month.
- 2) Only employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of his/her choice without any loss in benefit. If the retiree so chooses to purchase his/her health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for his/her benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.

D. Additional Retiree Longevity Benefits

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$133.00, whichever is greater, according to the chart below who simultaneously retires from the Agency through CalPERS and who is a minimum age of fifty-five (55).

Hire Date	Benefit Level	Minimum Years of Agency Service	Benefit
Before Jan. 1, 1992	Employee and/or eligible dependent(s)	20	50% of applicable Kaiser Rate*
After Dec. 31, 1991	Employee only or surviving spouse	12	50% of applicable Kaiser Rate*

*The applicable Kaiser rate is equal to the rate for the region in which the retiree resides, plus administrative costs.

The longevity benefit is available to qualifying retirees whether they enroll in a CalPERS health plan or not. The retiree will be reimbursed on a monthly basis for his/her retiree longevity benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on reimbursement of retiree longevity benefits.

Section 11.02. - Retirement Plan

- A. Each probationary and regular employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and be subject to such terms and conditions as the Agency may

contract with that system.

- B. All CalPERS member contributions shall be deducted on a pre-tax basis. Said contribution shall not be considered special compensation for calculation of the employee's retirement benefits.
- C. Employees hired after January 1, 2013, and defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Government Code section 7522, *et. seq.* will receive the 2% @ 62 formula and will pay one half (1/2) of their total normal cost rate as determined by CalPERS.
- D. The Agency contracts with CalPERS for the Pre-retirement Optional Settlement 2 Death Benefit (Section 21548). This benefit provides that, upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected option 2W.
- E. The Agency contracts with CalPERS for the 1 Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member's retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- F. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment.
- G. The Agency has adopted Resolution #2009-4-2 which allows employees who make payments by payroll deduction for CalPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- H. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit Formula (Section 21354.4) for all employees hired prior to January 1, 2012. Employees in this plan will pay the full 8.0% Employer Paid Member Contribution (EPMC).
- I. The Agency contracts with CalPERS for a second tier pension plan for employees hired on or after January 1, 2012 and prior to January 1, 2013, or who are hired after January 1, 2013, but were previously members in CalPERS or a reciprocal retirement system with less than six (6) months gap in service, i.e. "classic members" pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula (Section 21354) with three (3) year final compensation. Employees in this plan will pay the full 7.0% Employer Paid Member Contribution (EPMC).

Section 11.03. - Long-Term Disability

All regular employees of the Agency are covered under an Agency paid long-term disability plan, with following elements:

- A. Sixty (60) day elimination period.
- B. Sixty percent (60%) of the first ten thousand dollars (\$10,000) of monthly wage.

- C. The maximum benefit period is determined by the employee's age when disability begins.

The choice of carrier and other plan elements rests with the Agency. The Agency may elect to self-insure the plan.

Section 11.04. - State Disability Insurance

- A. State Disability Insurance (SDI) - Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance fund.
- B. Paid Family Leave Program (PFL) – All California workers who are covered by the State Disability Insurance (SDI) program will also be covered for PFL. The PFL program provides a maximum of six (6) weeks of paid family leave benefits for workers who take time off as provided for by State law. Employees who utilize this program are not required to use vacation time prior to receiving benefits. PFL runs concurrently with State and Federal Family Leave.

Section 11.05. - Safety Shoes

General Unit employees in authorized classifications and identified in the Agency's Safety Manual shall be required to wear appropriate safety shoes. Payment and/or reimbursement for safety shoes shall be processed in accordance with the Safety Shoe policy contained in the Agency's Safety Manual.

Section 11.06. - Uniforms

Employees in authorized classifications shall be provided with uniforms. Employees who are provided with a uniform are required to wear the provided uniform during all working hours. Employees who are attending seminars outside of the Agency shall not be required to wear uniforms.

Section 11.07. - Mileage Reimbursement

- A. The Agency shall pay all employees mileage reimbursement in the amount established by the Internal Revenue Service. The employee shall submit a check request to receive reimbursement for mileage costs.
- B. Call Backs (see Section 10.17). Employees who are called back to work pursuant to the call back provision shall be paid mileage as provided below:
 - 1) If the employee stays to work a scheduled shift after the call back, mileage reimbursement shall not be paid.
 - 2) If the employee returns home after completion of the call back, round-trip mileage reimbursement shall be paid.
 - 3) An employee may decline this mileage reimbursement.
 - 4) This provision does not apply to employees on an extended shift; i.e., called early for normal shift or required to stay longer than a normal shift.

- C. **Unscheduled Overtime.** If an employee is not given at least ten (10) hours prior notification to work unscheduled overtime, they shall be paid round trip mileage reimbursement, except as provided for in Section 11.07.B.

Section 11.08. - Professional Development Stipend

Unit members not on original probation shall be entitled to a professional development stipend of one thousand dollars (\$1,000) per calendar year. The professional development stipend shall be paid every twenty-fifth (25th) pay period.

The professional development stipend shall replace the following incentive programs:

1. All certification and licensing payments and reimbursements found in Agency Policy A-70
2. All professional memberships payments and reimbursements
3. All other certification or license incentive pay, voluntary or required, except for the following:
 - a. **Emissions Analyzer Incentive**
 - 1) A General Unit employee shall be eligible for an annual incentive of \$250 for an emissions analyzer required by the state to do 2000-hour NOx test for boiler emissions.
 - b. **Confined Space Entry Incentive**
 - 1) General Unit employee who performs confined space entry tasks shall receive an annual incentive as follows:
 - i. \$300 for one to four entries
 - ii. \$550 for five or more entries
 - c. **Backflow Prevention Certification Pay**
 - 1) A General Unit employee in the job classification of Mechanic (I-IV) who is certified by San Bernardino County as a backflow prevention inspector shall receive an annual incentive of \$500.
 - d. **Commercial Driver's License Incentive**
 - 1) General Unit employee in the job classification of Collection System Operator (I-III), Electrical and Instrument Technician (I-IV), Industrial Engine Technician (I-II), Mechanic (I-IV) Compost Operator, Senior Compost Operator who possesses a Class A or Class B California driver's license shall receive an annual incentive of \$1000.
 - e. **Crane Operator Certification**
 - 1) A General Unit employee in the job classification of Electrical and Instrument Technician (I-IV), Industrial Engine Technician (I-II), Mechanic (I-IV) who is certified as a crane operator shall receive an annual incentive of \$750.

Unit members shall no longer be eligible for Agency Policy A-70 Certification or Licensing. This language is meant to supersede all applicable contract language negotiated before June 30, 2021, as well as applicable Agency policy.

The Agency remains committed to providing on-site training opportunities.

Section 11.09. - Commercial Driver's License Incentive

The Agency will provide an annual payment of one thousand dollars (\$1,000) for all General Unit employees possessing a Class A or B driver's license in the following classifications: Collections System Operators, Compost Operators, E&I Technicians, Mechanics and Sr. Compost O&M Technicians.

Section 11.10. - Educational Reimbursements

The Agency shall reimburse each General Unit employee up to five thousand two hundred fifty dollars (\$5,250) per fiscal year for the cost of educational courses that are related to the employee's work at the Agency (as stated in Agency Policy A-39).

Section 11.11. - Backflow Prevention Certification Pay

An annual incentive of five hundred dollars (\$500) will be paid to all General Unit employees in the Mechanic classification who are certified by San Bernardino County as a backflow prevention inspector.

Section 11.12. - Crane Certification Pay

An annual incentive of seven hundred fifty dollars (\$750) will be paid to all General Unit employees in the following classifications: Mechanics, E & I Technicians, Industrial Engine Technicians, Sr. Compost O&M Technicians, and who are certified as a crane operator.

Section 11.13. - Confined Space Entry Incentive

An annual incentive will be paid to all General Unit employees who perform confined space entry tasks as follows:

1. Three hundred dollars (\$300) for one (1) to four (4) entries
2. Five hundred fifty dollars (\$550) for five (5) or more entries

A confined space entry is defined as the action by which a person passes through an opening into a permit required confined space. Entry is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space. A confined space entry includes the entire confined space team.

The number of entries is to be based on the number of confined space permits that the employee is required to sign as an active participant.

Section 11.14. - Incentive Pay

An employee who is eligible for an incentive as stipulated in this article, shall be eligible to receive an incentive for each discipline in which he/she is certified (i.e., If an employee has a Class A or B, Backflow, and Crane certification, he/she is eligible for a total incentive of three thousand dollars (\$3,000). Employees who receive an annual incentive will not be eligible for any further incentives offered through the Certification Incentive Program, Agency Policy A-70. This incentive will be paid on a separate check from payroll between pay period twenty-five (25) and twenty-six (26).

Section 11.15. - Emissions Analyzer Incentive

An annual incentive of two hundred fifty dollars (\$250) will be paid for an emissions analyzer required by state to do 2000 hour NOx test for boiler emissions.

Section 11.16. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

Upon separation from service, all General Unit employees who participate in the Agency's 401 Governmental Money Purchase Plan & Trust (401a Plan) shall contribute one hundred percent (100%) of paid leave accruals to the 401a Plan up to the annual contribution limit in effect at the time of separation.

Section 11.17. - Wellness Stipend

- A. Unit members not on original probation shall be entitled to a wellness stipend of five hundred dollars (\$500) per calendar year. The wellness stipend shall be paid every twenty-fifth (25th) pay period.
- B. Unit members shall no longer be eligible for Agency Policy A-78 Wellness Program. This language is meant to supersede all applicable contract language negotiated before June 30, 2021, as well as applicable Agency policy.

Section 11.19. - Degree Incentive

- A. The Agency shall provide a one-time payment of \$175 for unit employee who successfully earn an Associate's Degree.
- B. The Agency shall provide a one-time payment of \$300 for unit employees who earn a Bachelor's Degree.
- C. The Agency shall provide a one-time payment of \$300 for unit employees who earn a Master's Degree.
- D. Payments are not retroactive and shall apply only to degrees earned during the duration of the MOU.
- E. Eligibility for the payment and verification of degree shall follow the processes set forth in Policy A-70.

Section 11.20. - Deferred Compensation

- A. Unit members may borrow against their qualifying 457 plans, if allowed by the plan, subject to the terms and conditions of the deferred compensation plan.
- B. Effective July 1, 2018, The Agency will contribute twenty-five dollars (\$25) per pay period as a matching contribution to a single 457(b) account of each employee who has made an elective deferral of twenty-five dollars (\$25) or more to the plan for that pay period.

ARTICLE 12 - PERFORMANCE APPRAISALS

Section 12.01. - General

The procedures for performance appraisals are set forth as follows:

- A. Each employee will be reviewed by his/her supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.
- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All regular employees shall have a performance appraisal review at least once a year, to be conducted at the employee's merit review date. Said review shall occur every twelve (12) months from the anniversary of his/her last merit review date unless said employee receives an overall Improvement Required (see Section 12.01.F).
- D. The due date for a performance appraisal shall be extended by the number of days the employee is actually out on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days (i.e., the employee is off for 31+ days, the date of the appraisal/merit is advanced the number of calendar days the employee is actually out, including the first 30 days. If the employee is off 30 days or less, no adjustment is made).
- E. In cases where no performance appraisal is filed, the employee should contact the Manager of Human Resources.
- F. All employees who receive an overall appraisal rating of Improvement Required shall be reviewed three (3) months after the Improvement Required appraisal was received by the employee.

Section 12.02. - Duty of Departments

It is the duty of the supervisor to evaluate the work accomplishments and conduct of employees, to inform employees of his/her appraisals in writing, and to provide positive assistance to employees in improving work effectiveness.

Section 12.03. - Employee's Responsibility

It is the responsibility of the employee to meet standards established for work accomplishment and conduct and to strive to improve work effectiveness.

Section 12.04. - Grievance of Performance Appraisal

Any dispute arising out of the content of a performance appraisal may be processed in accordance with the Grievance Procedure up to Step 4.

Section 12.05. - Demotions

- A. If, in the opinion of an employee's supervisor, the employee is unable to perform duties and responsibilities that are within the requirements of his/her position, the supervisor may recommend a demotion without following the progressive discipline steps. The General Manager, or designated representative(s), shall have the authority to act on such recommendations and accept or reject such a demotion in the best interest of the Agency.
- B. If an employee's classification or position is to be eliminated, in accordance with the Agency's classification plan, the employee may be offered a demotion to a lower classification or position for which the employee possesses the minimum qualifications.
- C. If an employee who is to be demoted has achieved regular status in his/her present position, such status shall be maintained after demotion.
- D. Any demotion to prevent layoff may be reversed when the employee's previous position is reopened. In the case of preventing a lay-off, the employee being demoted will accept the pay rate of new position.
- E. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.
- F. Salary placement and future step advancement dates upon demotion are as follows:
 - 1) When demoted the regular employee's rate of pay shall be adjusted to the pay range of his/her new position, representing a two (2) step pay reduction or Step "9", whichever is lower.
 - 2) If placed on less than Step "9" of his/her new position, the employee will be eligible for the next step advancement on the anniversary date of his/her demotion.

Section 12.06. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. An employee who receives an overall performance rating of Satisfactory may be eligible to receive a one (1) step advancement, an employee who receives an overall performance rating of Exceptional may be eligible to receive a two (2) step advancement, and an employee who receives an overall performance rating of Outstanding may be eligible to receive a three (3) step advancement. In no instance shall the advancement place the employee higher than Step "9" of his/her pay range. An employee who receives an overall appraisal rating of Improvement Required shall not receive a merit increase (see Section 12.01.F).
- C. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.

- D. An early step advancement may be granted to employees who have exhibited outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 10.08.E).
- E. Merit adjustments shall become effective as follows:
 - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of the pay period.
 - 2) If a merit increase is due during the second week of the pay period, the effective date of the merit increase shall be the first day of the following pay period.
- F. A Satisfactory performance appraisal will not be considered as justification for automatic step advancement for employees upon successful completion of original or technical probation. Should an employee not be awarded a step advancement upon conclusion of his/her probationary period, he/she shall be eligible for a step advancement upon completion of one (1) year in the position.

Section 12.07. - Denial of Step Advancement/Performance

- A. An employee who receives an overall rating of Improvement Required shall be denied his/her step advancement. A written performance appraisal identifying the areas of weakness and what steps/actions the employee needs to take to improve his/her performance shall be provided to and discussed with the employee.
- B. After receiving an overall rating of Improvement Required, the employee shall have a maximum of two 3-month feedback evaluations to attain an overall rating of Satisfactory or better.
- C. At such time as the merit increase is warranted, a formal appraisal will be prepared and submitted along with a written recommendation to grant the increase. The next step advancement will be contingent upon the completion of one (1) year from the date the step advancement was granted as well as an acceptable level of performance during that period.
- D. At the end of the maximum two 3-month feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, or to discipline the employee in accordance with Article 17 as well as the reasons for the recommendation.

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the General Manager, or designated representative(s), in writing, before the absence, for any purpose, including but not limited to pregnancy, sickness, accident or other casualty, at the convenience of the Agency, provided that the employee returns to work before or at the expiration of such leave of absence or any extension thereof. Special cases will be at the discretion of the General Manager, or designated representative(s). The Agency, in granting leaves of absence, shall treat alike all participants in similar circumstances.

Section 13.02. - Leave of Absence With Pay

- A. Any supervisor may authorize leave to any employee within the supervisor's department. This includes granting vacation, bereavement, court leave, sick leave, comp time or any other leave within the terms of this MOU except unpaid leave of absence.
- B. The authority of granting paid leaves or non-routine leaves with pay is at the sole discretion of the General Manager, or designated representative(s).

Section 13.03. - Leave of Absence Without Pay

- A. The General Manager, or designated representative(s), shall have the authority to grant leaves of absence without pay. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous regular employment, except in cases where the law provides otherwise or as determined by the General Manager. In special cases, the General Manager, or designated representative(s), may waive the two (2) year employment requirement if in the best interest of the Agency.
- B. Unless otherwise provided by law, an employee shall not be eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been used, and he/she has obtained the prior approval of the General Manager, or designated representative(s).
- C. An employee on inactive status may request, in writing, to continue participation in the Agency's insurance plans, at the employee's own expense for a defined period of time; i.e., until return to work on "active" status, or until a terminating event; i.e., permanent and stationary disability.
- D. An employee granted leave must return to work not later than the start of the first working day following the end of the leave.
- E. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager, or designated representative(s).

Section 13.04. - Industrial Injury Leave

Any employee who is injured within the scope of employment with the Agency will receive workers' compensation benefits as provided for under the California Labor Code.

Section 13.05. - Holidays

Subject to the conditions specified in this Section, the Agency designates the holidays specified as follows:

<u>Holiday</u>	<u>Date</u>	<u>Duration</u>
New Year's Day	January 1st	1 day
President's Day	3rd Monday in Feb.	1 day
Memorial Day	Last Monday in May	1 day

Independence Day	July 4th	1 day
Labor Day	1st Monday in Sept.	1 day
Thanksgiving Day & Day After	4th Thursday in Nov.	2 days
Christmas Day & Day After	December 25th & 26th	2 days
Floating Holiday	Employee's Choice	60 hours per FY

- A. For employees on 9/80 schedule, if the holiday should fall on a Saturday, the holiday will be observed on the preceding Friday. If the holiday should fall on a Sunday, the holiday will be observed on the following Monday. If Christmas falls on a Friday, the day after will be observed on the following Monday. If Christmas falls on a Saturday, it will be observed on the preceding Friday and the day after will be observed on the following Monday. If Christmas falls on a Sunday, Christmas Day and the day after shall be observed on the following Monday and Tuesday.
- B. To the extent any holiday set forth in Section 13.05 occurs on a regular day off, the unit member may receive compensation equal to the number of hours of the employee's regular work day at straight time, or may, in lieu of compensation, bank the hours as accrued vacation, as long as the employee worked the entire scheduled work day before and after the holiday or was on an approved pay status the entire scheduled day before and after the holiday (i.e. vacation, compensatory time off), and satisfies all other conditions set forth in Section 13.05.D.
- C. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of the following:
- 1) Appointees whose first day of work would have fallen on the holiday.
 - 2) An employee who is scheduled to work a normal shift at Agency facilities on a holiday shall be paid a premium of one and one-half (1½) times his/her hourly rate of pay for all hours actually worked, in addition to his/her holiday pay. If the day of the observed holiday is different from the day of the actual holiday, only employees working on the day of the actual holiday shall be entitled to this premium pay. Employees shall be paid this premium pay for hours worked beginning at 12:00 a.m. and ending at 11:59 p.m. on the day of the actual holiday. This premium pay shall be paid to employees for a maximum of one shift, unless an employee is requested to work overtime by his/her supervisor.
- D. For the purposes of holiday compensation, a day shall equal the number of hours that the employee customarily would have worked other than for the holiday.
- E. The employee must work the entire scheduled workday before and after the holiday or be in approved pay status the entire scheduled day before and after the holiday (i.e., vacation, compensatory time off, flex day) in order to receive pay for holiday leave, or holiday premium pay if the employee works on the day of the actual holiday. Unscheduled absences and sick leave shall not count as time worked on the day before and after the holiday. In the event that the day before or after the holiday is the employee's regular flex day, the unscheduled absences and sick leave taken on the day before and/or after the flex day shall not count as time worked on the day before or after the holiday (e.g., The July 4th holiday is Thursday and employee's flex day is Friday, the employee must be in an approved paid status on Wednesday and

Monday to receive the holiday pay).

- F. An employee whose regularly scheduled flex day off falls on the actual holiday who does not work due to the flex/holiday may receive either compensation or an increase in his/her vacation accrual equal to the number of hours of the employee's working flex day. (e.g., Employee's flex day off is Friday and he/she works 8 hours on the other Friday of the same pay period, he/she will accrue an extra 8 hours of vacation time/holiday pay.)
- G. Floating Holidays will be credited to each employee on July 1 and must be used by June 30 of the following year. Any remaining time will be forfeited. The amount of floating holiday credited to employees hired or promoted after the pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Floating holidays cannot be used during the Original Probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period. An employee on original probation who is not permitted to use his/her floating holiday prior to the end of the pay period corresponding with the last pay date in June shall have his/her pro-rated hours carried over to the following fiscal year. Prior approval to take floating holiday(s) must be obtained from the employee's supervisor. In cases where an employee must forfeit his/her floating holiday time at the request of the Agency, the employee shall be compensated for his/her unused floating holiday portion at his/her current hourly rate of pay at the end of the pay period corresponding with the last pay date in June. Every effort will be made to allow the General Unit employees desiring Veteran's Day off, the use of one floating holiday on Veteran's Day (November 11). Once an employee has tendered his/her notice of separation, he/she shall not be permitted to utilize floating holiday(s). If he/she gives the Agency 30+ calendar days advance notice of separation, he/she may be permitted to utilize floating holiday. Unused floating holiday time shall not be paid out upon separation from employment.
- H. A one hundred twenty-five (\$125) differential (per holiday), in addition to holiday pay, will be paid to each General Unit employee assigned to the Inland Empire Regional Composting Authority (IERCA) facility who actually works on a holiday.

Section 13.06. - Vacation Leave

All employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue vacation leave but will not be able to use the accrued leave until completion of the original probationary period or completion of six (6) months of employment in the event of a one (1) year original probationary period. Vacation leave is computed and administered as follows:

- A. All employees shall be entitled to accrue and accumulate vacation leave with pay as follows:

Continuous Months of Service	Continuous Years of Service	Hours Accrued per Pay Period	Hours Accrued per Year	Maximum Accrual
0-60	0-5	3.077	80	160
61-72	6	3.692	96	192
73-84	7	4.308	112	224
85-108	8-9	4.923	128	256
109-180	10-14	6.154	160	320
181-239	15-19	6.769	176	352
240 and thereafter	20+	7.692	200	400

- B. The maximum length of a continuous vacation leave, which is not interrupted by working on the Agency's behalf, shall be equal to twenty (20) working days.
- C. Vacation leave periods which exceed the limits specified in Paragraph B above, must be approved in writing by the General Manager, or designated representative(s), and in the best interest of the Agency.
- D. Vacation leave shall be limited to those days already earned by the last day of the vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager, or designated representative(s).
- E. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.
- F. In cases where an employee forfeits vacation leave time at the request of the Agency, upon approval of the General Manager, said employee shall be compensated for forfeited vacation leave time at the employee's current hourly rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.
- G. Employees who are on vacation leave shall be compensated at his/her current hourly rate of pay.
- H. Vacation leave shall be pre-approved by the employee's supervisor. Same-day vacation requests may be approved in emergency situations, and shall be subject to proof of the pertinent circumstance(s). The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence.
- I. Regular and probationary employees who leave Agency employment shall be compensated for all vacation leave time accrued but not yet taken to the maximum of the vacation leave the employee is entitled to accrue. Compensation shall be at the employee's hourly rate of pay at the time of separation.
- J. An employee who is on Unpaid Status, as defined in Section 4.29 of the MOU, shall not accrue vacation leave.
- K. Should an employee become ill or injured while on vacation leave, the employee shall be entitled to use sick leave upon approval of the employee's supervisor. The

Agency reserves the right to investigate any illness or injury, or require verification of any illness or injury for which an employee is claiming sick leave benefits.

- L. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the vacation accrual rates outlined in Section 13.06.A. Vacation accrual rates will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

Accrual rate ÷ 80 hrs/pay period = adjusted accrual rate
Adjusted accrual rate x hrs paid = reduced accrual amount

For example: An employee in his/her 30th month of employment, who is receiving pay for 43 hours in a pay period, shall accrue vacation at the following rate:

$3.077 \div 80 \text{ hrs/pay period} = 0.0385$
 $0.0385 \times 43 \text{ hours} = 1.6555$

In this example, the employee would accrue 1.6555 hours of vacation leave, rather than the regular amount of 3.077, for this pay period.

- M. **Vacation Leave Cash Out.** During March of each year or as approved by the General Manager, employees may, at his/her option, request to convert up to seventy percent (70%) of his/her respective annual vacation leave accrual to receive a cash payment at his/her current rate of pay, provided that he/she has used at least thirty percent (30%) of his/her respective annual vacation leave accrual during the previous twenty-six (26) pay periods.

Hours Accrued per Pay Period	Hours Accrued per Year	Minimum Hours Used (30%)	Maximum Hours Cash-Out (70%)
3.077	80	24	56
3.692	96	29	67
4.308	112	34	78
4.923	128	38	90
6.154	160	48	112
6.769	176	53	123
7.692	200	60	140

- 1) It is the employee's responsibility to track his/her own accruals and make a written request for said conversion by the conclusion of the last pay period in March or as approved by the General Manager. A payroll stuffer will be sent out to all employees during the last pay period in February or as approved by the General Manager reminding employees of this option.
- 2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April or as approved by the General Manager.

- 3) Qualification for vacation leave cash out and payment shall be based on:

Year	Accrual Rate as of:	Usage Timeframe	Cash-Out Pay Date
2022	February 9, 2022	2/21/21 - 2/19/22	April 12, 2022
2023	February 8, 2023	2/20/22 - 2/18/23	April 10, 2023
2023	February 20, 2024	2/19/23 - 2/17/24	April 9, 2024

- 4) Cashing out of vacation leave accrual shall only be available to employees who have completed thirty-six (36) months of service with the Agency as of the end of the pay period four (4).

Section 13.07. - Sick Leave

Paid sick leave is a privilege the Agency grants to employees to allow the continuation of pay and fringe benefits in case of personal (or immediate family or other family members as may be approved by the General Manager or designated representative) illness and, as such, its usage should not be abused.

Misuse or abuse of this privilege shall result in the denial of sick leave and will be cause for disciplinary action up to and including termination.

All regular employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue sick leave time; however, such employees will not be able to use the accrued leave until completion of the original probationary period or the first six (6) months in the event of a one (1) year original probation, except in emergency situations when approved in writing by the General Manager, or designated representative(s). Should an employee fail to complete the original probationary period, any advance of sick leave shall be deducted from the employee's final pay.

Sick leave time is computed as follows:

- A. All regular and probationary employees shall accrue sick leave time at the rate of 3.692 hours per pay period or equivalent to ninety-six (96) hours per anniversary year.
- B. Regular employees shall be permitted to expend accrued sick leave time for the following reasons:
 - 1) Employee is suffering illness or injury.
 - 2) Employee is placed on quarantine due to exposure to contagious disease.
 - 3) Employee requires medical treatment or examination including, but not limited to, health, dental, or vision.
 - 4) Up to ten (10) working days of sick leave may be used for bereavement purposes.
 - 5) Illness or injury in the employee's immediate family (see Section 4.10.A).

- 6) Special cases require approval of the General Manager, or designated representative(s).
- C. An employee who is ill or injured may be required to take sick leave if the employee or co-workers are being exposed to the hazard of illness or injury. If it is determined by a physician or other qualified medical practitioner that the employee is not ill or injured, the Agency shall bear any expenses incurred including lost wages, mileage, and medical fees. If the employee is found to be ill or injured, the employee shall be responsible for such expenses.
- D. Any employee who needs to take advantage of sick leave benefits shall notify his or her supervisor prior to or at the start of the employee's work shift on each day when such benefits are desired (unless he/she has submitted a physician's off work order, or made prior arrangements with his/her immediate supervisor). Failure to comply with this requirement may result in loss of benefits for the work shift in which proper notification was not provided.
- E. No employee is entitled to receive sick leave or benefits from the Agency for any condition arising from or due to employment or business dealings, other than Agency employment, that is undertaken for monetary gain or other consideration.
- F. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick leave benefits including requiring verification by the employee's attending physician, dentist or other involved medical practitioner. Any sick leave periods for illness or injury which are three (3) or more consecutive workdays in duration must be accompanied with a release to return to work from the employee's physician, dentist or other involved medical practitioner. If reasonable cause exists, and with the approval of the Manager of Human Resources or his/her designated representatives(s), the Agency may require verification from the employee's medical practitioner for absences of less than three (3) days. If the employee fails to provide a release to return to work from the employee's physician, dentist or other involved medical practitioner, the employee may be subject to progressive disciplinary action.
- G. All regular and probationary employees may accrue sick leave to an unspecified maximum amount and all accumulated accruals shall be carried from one anniversary year to the next.
- H. An employee who is recognized under the terms of this section as ill or injured shall use all accrued sick leave and vacation leave to receive compensation for the time that such illness or injury requires the employee to be absent from work (also see Section 13.03.B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave and vacation leave.

- I. Sick leave benefits shall be limited to the accumulated sick leave the employee has accrued by the end of the employee's sick leave period. No sick leave benefit will be paid in advance.

- J. Employees who resign from Agency employment after being employed by the Agency for five (5) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

<u>YEARS</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	25%
6	360	35%
7	400	35%
8	440	35%
9	480	35%
10	544	50%
11	608	50%
12	672	50%
13 & thereafter	736	50%

Employees laid off after five (5) years of continuous regular employment with the Agency shall receive 100% up to the maximum reimbursable hours accruable. Employees who are terminated from the Agency for cause, or who resign, or retire in lieu of termination (must have been served with a letter, from the Agency, of intention to terminate employment) shall not receive this benefit.

- 1) When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, and retires from the Agency and the California Public Employees' Retirement System (CalPERS), the employee shall be compensated for 50% of accumulated, unused sick leave based on the years of service as indicated in number 3 of this section.
- 2) When an employee has been continuously employed by the Agency for a minimum of ten (10) years, has reached age 55, and retires from the Agency and the California Public Employees' Retirement System (CalPERS), the employee shall be compensated for 100% of accumulated, unused sick leave based on the years of service as indicated in number 3 of this section.
- 3) Pursuant to number 1 and number 2 of this section, the maximum reimbursable hours accruable is based on the number of years employed with the Agency as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	50%
6	360	50%
7	400	50%
8	440	50%
9	480	75%
10	544	100%
11	608	100%
12	672	100%

13 & 14	736	100%
15	770	100%
20 & thereafter	850	100%

- L. An employee who is on Unpaid Status, as defined in Section 4.30, shall not accrue sick leave.
- M. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to accrue sick leave at the rate of 3.692 hours per pay period. The sick leave accrual rate will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

$$3.692 \div 80 \text{ hrs/pay period} = 0.0462$$

$$0.0462 \times \text{hrs paid} = \text{reduced accrual amount}$$

For example: An employee who is receiving pay for 43 hours in a pay period, shall accrue sick leave at the following rate:

$$0.0462 \times 43 \text{ hours} = 1.9866$$

In this example, the employee would accrue 1.986 hours of sick leave, rather than the regular amount of 3.692, for this pay period.

- N. Employees shall be entitled to use up to 80 hours of accrued sick leave during any rolling 12-month period for absences that qualify as “bonding” leave under the Family Medical Leave Act and/or the California Family Rights Act. Only employees eligible for “bonding” leave under these laws may utilize up to 80 hours of sick leave for such absences.

Section 13.08. - Sick Leave Buy Back

Each November, an employee may, at his/her option, convert up to a maximum of ninety-six (96) hours of accrued sick leave to receive up to a maximum of seventy-two (72) hours cash at his/her current rate of pay; provided that at least four hundred and eighty (480) hours of accrued sick leave remain on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by 1 1/3 hours.

Year	Accrued Hours as of:	Request for Buy Back Deadline	Buy Back Pay Date
2021	October 16, 2021	November 12, 2021	December 3, 2021
2022	October 15, 2022	November 11, 2022	December 2, 2022
2023	October 14, 2023	November 10, 2023	December 1, 2023

- A. Payment shall be made to qualified employees on a separate check from payroll on the first pay date in December.
- B. To receive payment for the buyback of sick leave the individual must be a current employee on the day actual payment is made.

Section 13.09. - Bereavement Leave

- A. In the event of a death in the employee's immediate family (see Section 4.10.A), the employee shall be granted up to five (5) workdays paid bereavement leave.
- B. In the event of a death in the employee's extended family (see Section 4.10.B), the employee shall be granted up to three (3) workdays of paid bereavement leave to attend funeral or related services.
- C. All authorized Bereavement Leave shall be charged against the Agency's Bereavement Bank.
- D. Agency employees may also be excused by immediate supervisors to attend the funeral of a deceased Agency employee who was an active employee at the time of death, without loss of pay.
- E. Vacation time can be used to attend the funeral of a person not included in the definition of immediate/extended family (Section 4.10) or a former Agency employee.

Section 13.10. - Jury and Court Leave

- A. Jury Leave - Any employee of the Agency who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to receive normal pay for a maximum of one hundred (100) work hours in any one calendar year, provided any and all consideration (except mileage) received for such service is relinquished to the Agency. If the employee receives pay from the court for time served on a day(s) that would have been a scheduled day off for the employee, he/she may retain any compensation paid by the court for that day(s). Under special circumstances the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities.

Upon return from jury or court leave, the employee shall present a certificate of service to his or her supervisor. If the employee is excused by the court at least three (3) hours prior to the end of his/her shift, the employee shall be required to return to work.

Whenever possible, the employee shall provide a minimum of ten (10) working days notice prior to the date he/she is summoned to serve as a trial juror or witness to his/her supervisor in order for the supervisor to make arrangements to cover his/her normal shift.

- B. Court Leave – Pursuant to Government Code Section 1230.1, an employee who is subpoenaed to appear in court as a witness shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness.

Section 13.11. - Military Leave

- A. Military leave is a temporary leave of absence for ordered military training or for active military duty in the Armed Forces of the United States or its allies or of the National Guard or the Naval Militia, during a proclamation of war or national

emergency by the President of the United States or Congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or its territories, or any national conscription act in effect.

- B. The Agency shall comply with all federal and state laws relative to military leaves.
- C. The Agency shall supplement difference between employee's regular pay and military pay for active duty or active duty training assignments only for up to a maximum of one-year of continuous active duty or active duty training. The Agency shall comply with all aspects of state and federal law pertaining to military leaves.

Section 13.12. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

- A. The Agency shall comply with all federal and state laws relative to pregnancy disability leave.
- B. Any employee, who plans to take a leave of absence pursuant to this section, shall give the Agency reasonable notice of the date such leave shall commence and the estimated duration of such leave.
- C. If the employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the pregnancy, with the written advice of her treating physician, the Agency will grant the request where such transfer can be reasonably accommodated.

Section 13.13. - Longevity Leave

Employees shall receive the following paid leave hours on the employees' designated anniversary dates:

Year of Service	Longevity Leave
10	2 Days
15	3 Days
20	4 Days
25	5 Days
30	5 Days
35	5 Days
40	6 Days
45	6 Days
50	7 Days

For the purpose of longevity leave, a day shall equal the number of hours that the employee normally would have worked on that day. Longevity leave shall apply only to the employment year indicated and shall not carry over to intermediate years.

Section 13.14. - Leave of Absence to Vote

- A. Employees who are registered voters may claim necessary time off to vote at elections as follows:

B. If an employee does not have sufficient time outside of working hours to vote at an election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote.

C. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

D. If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Agency at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this section.

Section 13.15. - Payment of Accrued Leave

Upon the death of an active employee, all wages earned in addition to all accrued vacation leave, sick leave and/or compensatory time shall be paid in accordance with the guidelines set forth in this MOU which apply to other types of employment separation. Such benefits shall be payable to the employee's beneficiary, if designated; or, if not, the employee's survivor(s) as follows:

- A. Spouse; or, if none
- B. Child(ren); or, if none,
- C. Employee's estate.

ARTICLE 14 - SEPARATION FROM SERVICE

Section 14.01. - Resignation

An employee who wishes to leave the Agency's employ in good standing should file a written resignation with his or her supervisor at least two (2) weeks prior to the date of resignation.

ARTICLE 15 - EMPLOYEE CONDUCT

Section 15.01. - Peaceful Performance of Duties

Participation by a public employee in an unlawful strike, work stoppage or work slowdown may subject the employee to disciplinary action as allowed by state law up to and including discharge. As used in this section, "strike, work stoppage or slowdown" means the concerted failure to report for work, the willful absence from one's place of employment, the refusal to work, the stoppage of work being done by others, the abstinence in whole or part from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

Section 15.02. - Recognition of Boycotts

While on duty no employee shall support, instigate, or honor any boycott impressed on any company, Agency, individual or employer which the Agency normally deals with or provides

services.

Section 15.03. - Outside Employment

Full-time Agency employees may not carry on concurrently with his/her public service any private business or undertaking, attention to which affects the time or quality of his/her work or which casts discredit upon or creates embarrassment for the Agency. Outside employment must be authorized in writing by the supervisor and the General Manager, or designated representative(s).

Section 15.04. - Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon Inland Empire Utilities Agency.

Section 15.05. - Financial Affairs

Employees shall be required to conduct his/her personal financial affairs in such a manner that creditors and collectors will not have to make use of the Agency offices or employee times for the purpose of collecting legal debts.

Section 15.06. - Employees Acting As Agents of the Agency

Any employee who is required by the duties assigned to his or her position to act as an agent of the Agency shall not be empowered or authorized to bind the Agency to any expressed or implied contract. Any contract or offers that an agent of the Agency negotiates with a third party shall be subject to ratification by the Agency prior to acceptance. Any commitments made by an agent of the Agency shall be approved by the Agency prior to being consummated.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.01. - General

- A. A grievance is an alleged violation, misinterpretation, inequitable application or noncompliance of Agency ordinances, resolutions, rules, regulations, policies, and/or provisions of the MOU of a non-disciplinary nature. Refer to Article 17, Disciplinary Actions and Appeals Procedures, for disciplinary appeals.
- B. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- C. An employee may select another person or organization as his/her representative to assist the employee in processing a grievance at any step in the grievance procedure.
- D. In a hearing or meeting called to resolve a grievance, only one (1) employee, in addition to the employee instituting the grievance, may be excused from work, with the exception of those called as witnesses, when both parties agree they are necessary to determine certain facts. In all instances, the supervisor, and/or Department Manager of the employee who has filed a grievance may be present. Names of Agency employees requesting pay for attendance to a hearing or meeting should be given to the Manager of Human Resources three (3) working days prior to the hearing/meeting.

- E. A grievance shall be prepared on the employee's personal time, not during working hours.
- F. Organizational channels shall be utilized at all times during the grievance process.
- G. No individual member of the Board of Directors may be approached by the employee or his/her representative, at any time regarding a grievance.
- H. The failure to process a grievance within the time limits set forth in this Article shall cause the grievance to be deemed settled in accordance with the Agency's last reply.
- I. Any time limit may be extended upon the mutual agreement of both parties.
- J. An employee shall initially attempt settlement of a grievance at the employee-supervisor level.
- K. All grievances shall be treated as confidential by all parties, and no publicity will be given until the final resolution of the grievance.
- L. An employee's grievance must be submitted within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.

Section 16.02. – Purpose

- A. To promote harmonious labor relations by establishing procedures on grievance matters.
- B. To provide that grievances shall be settled as near as possible to the point of origin.
- C. To provide that the grievance procedure shall be as informal as possible.

Section 16.03. – Procedure

- A. Grievances involving salaries, promotions, and performance appraisals may be processed up through Step 3 of this procedure.
- B. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.
- C. The following procedures outlined herein constitute the steps necessary to address an employee's grievance:

Step 1:

- A. An employee's grievance must be submitted to the Manager or Human Resources or designee within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
- B. A meeting with the employee, Union Representative (if the employee chooses), the Supervisor or designee, and a representative from the Human Resources department will

be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager or Human Resources or designee. The Supervisor or designee will give their written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the presentation of the grievance and the giving of such answer will conclude Step 1. Should the Supervisor or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 2:

- A. If the grievance is not resolved in Step 1, the employee may proceed to Step 2. The employee will submit their grievance to the next level Management Representative, typically the Department Manager or designee by the end of the eighth (8) business day following the decision in step 1. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- B. A meeting with the employee, Union Representative (if the employee chooses), the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 2. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 3:

- A. If the grievance is not resolved in Step 2, the employee may proceed to Step 3. The employee will submit their grievance to the next level Management Representative, typically the Executive Manager or designee by the end of the eighth (8) business day following the decision in step 2. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- B. A meeting with the employee, Union Representative (if the employee chooses), the Executive Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Executive Manager or designee. The Executive Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 3. Should the Executive Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

- C. Grievances involving salaries, promotions, and performance appraisals shall not be continued beyond Step 3.

Step 4:

- A. If the grievance is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their grievance to the Manager of Human Resources or designee by

the end of the eighth (8) business day following the decision in step 3. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.

- B. A three-person committee will be organized by the Manager of Human Resources or designee. The three-person committee shall consist of; one (1) Association Representative selected by the Association, one (1) Management Representative selected the Agency, and one (1) Management Representative selected by mutual agreement, by the Association Representative and the Management Representative.
- C. A meeting with the employee, Union Representative (if the employee chooses), a representative from the Human Resources department, and the three-person committee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager of Human Resources or designee. The three-person committee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 4. Should the three-person committee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 5:

- A. If the grievance is not resolved in Step 4, the employee may proceed to Arbitration. The employee will submit their grievance to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 4. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.

Arbitration:

- A. As soon as possible and in any event not later than thirty (30) calendar days after the Agency has received written notice of the desire to arbitrate, the parties shall agree upon an arbitrator. If no Agreement is reached within said thirty (30) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the California Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- B. When timeliness is at issue, the arbitrator shall first decide on the timeliness issue. If the arbitrator determines that timelines were not adhered to, the arbitration shall not proceed further with a determination on the merits of the dispute. However, if the arbitrator determines that timelines were followed, the arbitrator may proceed to make a determination on the merits of the dispute.
- C. Either the Agency or the Association may call any employee as a witness, and the Agency agrees to release said witness from work if they are on duty. If an employee witness is called by the Agency, the Agency will reimburse them for time lost. Should the witness list create an operational hardship for the Agency, the Association and Agency shall mutually agree on an appropriate remedy.
- D. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other and applicable briefs.

- E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- F. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency.
- G. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

ARTICLE 17 - DISCIPLINARY ACTIONS AND APPEALS PROCEDURES

No disciplinary action may be imposed on any employee covered by this MOU, with the exception of oral counseling, until said action has been reviewed by the Human Resources Department. In the event of a serious infraction, some or all steps of progressive discipline can be bypassed. The seriousness of the event will be evaluated by the Department, in consultation with the Human Resources Department.

Section 17.01. - Progressive Discipline

Where appropriate, progressive discipline will be followed could consist of the following:

- A. Oral Counseling. Instruction to the employee by the employee's supervisor to correct workplace behavior or performance.
- B. Oral Reprimand. A warning from the employee's supervisor to the employee to correct workplace behavior or performance which is documented as having occurred. Performance appraisals shall count as documentation of an oral reprimand having taken place.
- C. Written Reprimand. A written notice from the employee's supervisor to the employee that the employee must correct workplace behavior or performance or be subject to more serious disciplinary action.
- D. Suspension. The temporary separation from service of an employee without pay for disciplinary reasons.
- E. Termination. The discharge, for cause, of an employee at the discretion of the Agency.

Section 17.02. - Conduct Leading to Disciplinary Action(s)

Following are **EXAMPLES** of conduct which could result in disciplinary action up to and including termination. This list is not exhaustive and employees may be disciplined for other inappropriate activities or behavior:

- A. Absenteeism. Excessive unscheduled absences from the workplace.
- B. Tardiness. Arriving late for work, leaving work early without approval of the employee's supervisor, taking excessively long break and/or lunch periods.

- C. Job Abandonment (see Section 4.12).
- D. Violation of Agency/Division/Department Rules and/or Policies.
- E. Uninsurability. Becoming uninsurable by the standards of the Agency's automobile insurance program for any reason if insurability is an essential requirement of the employee's job.
- F. Use of Work Phone and/or Personal Cell Phone for Personal Business. The excessive receipt or placement of non-emergency personal telephone calls during working hours.
- G. Reading Non-Work Related Material During Work Hours.
- H. Discourteous Treatment of the Public or Other Employees.
- I. Violation of MOU Provisions.
- J. Conduct Outside Working Hours. Any conduct outside of working hours that would have an adverse impact on the employee's job, would be injurious to the interests of the Agency, would be in a manner incompatible with the due and faithful discharge of the employee's duties or would be significantly prejudicial to the reputation of the Agency.
- K. Failure To Perform Job. Failure to perform assigned tasks that are within the scope of the employee's position in an effective and timely manner.
- L. Fraudulent Actions. Falsifying employment applications, timecards, production records, overtime sheets, or other work records or the practice of fraud of any type.
- M. Mishandling/Maintenance of Agency Materials or Equipment. Careless, negligent or intentional mishandling of any Agency property, vehicles, materials or equipment or failure to maintain equipment assigned to the employee for use or operation.
- N. Careless or Negligent Actions. Careless, negligent, abusive or other actions that endanger or threaten to endanger the employee or other employees or the public including placing the Agency in a position of liability for the damage or injury to another person or their property.
- O. Violation of the Provisions of the Agency's Safety Manual.
- P. Sleeping on the Job.
- Q. Illegal Strike Against the Agency. Participating in an illegal strike, work stoppage or slow down against the Agency.
- R. Violations of Laws. A violation of any municipal, county, State or Federal law by an employee while acting as an agent or employee of the Agency.
- S. Carrying a firearm or other weapon while on Agency owned or controlled property or while on duty.
- T. Willfully or negligently damaging Agency property.

- U. Criminal Conduct. The commission of a felony or a misdemeanor committed during the course of employment, which jeopardizes the Agency's property, security, or its public reputation, the interests of the other employees, or results in the employee not being available for work. Also, the commission of a felony or a misdemeanor committed during the employee's off-duty hours which is related to the employment relationship between the Agency and the employee which significantly prejudices any one of these interests.
- V. Disruption of Agency business through willful misconduct.
- W. Altercations with a member of the public or another employee during working hours or while on Agency owned or controlled property.
- X. Action by or behavior of the employee which presents a danger to the safety or welfare of the employee, co-workers, or the public.
- Y. Sexual activity on the job.
- Z. Release of confidential information (i.e., Unauthorized release/distribution of confidential material/data, unauthorized opening of confidential/personal material data).
- AA. Insubordination. An employee's refusal or failure to obey a directive from a designated supervisor or to comply with an established work procedure. Under certain circumstances, use of objectionable language or abusive behavior toward supervisors may be deemed insubordination when it directly challenges or undermines management's authority.
- BB. Theft or misappropriation of any property or funds of the Agency or its employees.
- CC. Possess, sell, buy, distribute, offer to possess, sell, buy, distribute, or use, or having in the employee's system, any illegal or purported to be illegal substance, alcohol, or any legal drug or substance not properly obtained by the employee while on or about Agency time and/or property. Reference Agency Policy A-63, Drug/Alcohol Free Workplace.

Section 17.03. - Administrative Leave

- A. The Agency reserves the right to place any employee on administrative leave with pay pending an investigation of his/her acts, or failure to act, which may be grounds for disciplinary action. The placement of an employee on administrative leave is not a disciplinary act. The employee shall be considered as being on a paid leave of absence for purposes of pay, benefits, and seniority.

Section 17.04. - Agency Authority

- A. The Agency retains full authority for discipline and discharge. The Agency agrees that employees will only be disciplined for just cause, and that the principles of progressive discipline, where possible and reasonable, will be followed.
- B. It is understood that based on individual circumstances, and/or the nature or severity

of an alleged violation, progressive discipline steps may be repeated or, in some cases, bypassed.

Section 17.05. - Employee's Receipt

Employee's receipt of any and all notices shall be defined as the date the notice was sent electronically, via Agency e-mail or hand delivered.

Section 17.06. - Pre-Disciplinary Procedure and Disciplinary Appeal Procedure

A. Pre-Disciplinary Procedure:

If an employee is to be suspended for thirty-one (31) hours or more, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least eight (8) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any materials, reports or other documents upon which the intended action is based.
3. Be afforded the right to respond in orally or in writing within eight (8) calendar days to the intended charges. Employee response shall be in accordance with the section below.
4. Be afforded the right to meet or schedule a meeting within eight (8) calendar days with the Agency's Skelly meeting reviewer. The Agency's Skelly meeting reviewer will be a representative from the Agency's management team, who is reasonably impartial and uninvolved from the underlying facts and circumstances of the employee.
5. Be given the written decision of the Agency Skelly meeting reviewer prior to the effective date of the disciplinary action and the giving of such written decision will conclude the pre-disciplinary procedure. Such action may not include discipline more severe than that described in the notice of intent; however, the Agency may reduce such discipline without the issuance of a further notice of intent.

B. Employee Response:

The employee shall be entitled to respond, orally or in writing, to the notice of intended action described above. Such response must be in accordance with the steps in the pre-disciplinary procedure. After review of the employee's timely response, if any, the Agency shall notify the employee of any action to be taken. If the employee chooses to respond orally, the employee may request and, if such request is made, have present a Union representative.

C. Disciplinary Appeal Procedure:

- A. Disciplinary actions of oral counseling and oral reprimands shall not be eligible for the disciplinary appeal procedure.
- B. Time limits for filing formal disciplinary appeals and their corresponding appeals, may be extended by mutual agreement of the parties. The mutual agreement of the parties shall be document in writing.

Step 1:

- A. An employee's disciplinary appeal must be submitted to the Manager of Human Resources, or designee within eight (8) business days after the issuance of the discipline. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the Disciplinary Appeals Procedure.
- B. A meeting with the employee, Union Representative (if the employee chooses), the Management Representative, typically the Deputy Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Management Representative, typically the Deputy Manager or designee. The Management Representative, typically the Deputy Manager or designee will give their written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the presentation of the disciplinary appeal and the giving of such answer will conclude Step 1. Should the Management Representative, typically the Deputy Manager or designee, fail to respond within the allotted timeframe, the employee may proceed to the next step.
- C. A disciplinary appeal of a written reprimand shall not be continued beyond Step 1. However, the employee may attach a written rebuttal to the written reprimand. The employee's written rebuttal must be submitted by the end of the eighth (8) business day following the written response from the Management Representative, typically the Deputy Manager or designee.
- D. Disciplinary actions of suspension of thirty-one (31) hours or more, reduction in pay, demotion or discharge may waive Step 1. The disciplinary appeal to the Department Manager of Human or designee, should include the employee's preference to start at Step 1 or Step 2.

Step 2:

- A. If the employee's disciplinary appeal is not resolved in Step 1, the employee may proceed to Step 2. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Department Manager or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business days period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, Union Representative (if the employee chooses), the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 2. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 3:

- A. If the employee's disciplinary appeal is not resolved in Step 2, the employee may proceed to Step 3. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Executive Manager or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, Union Representative (if the employee chooses), the Executive Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Executive Manager or designee. The Executive Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 3. Should the Executive Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 4:

- A. If the employee's disciplinary appeal is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their disciplinary appeal to Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A three-person committee will be organized by the Manager of Human Resources or designee. The three-person committee shall consist of; one (1) Association Representative selected by the Association, one (1) Management Representative selected by the Agency, and one (1) Management Representative selected by mutual agreement, by the Association Representative and the Management Representative.
- C. A meeting with the employee, Union Representative (if the employee chooses), a representative from the Human Resources department, and the three-person committee will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Manager of Human Resources or designee. The three-person committee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 4. Should the three-person committee fail to respond within the allotted timeframe, the employee may proceed to the next step.
- D. An appeal of discipline in the form of a suspension of thirty (30) hours or less shall not be continued beyond Step 4. However, the employee may attach a written rebuttal to the suspension of thirty (30) hours or less. The employee's written rebuttal must be submitted by the end of the eighth (8) business day following the written response from the Management representative.

Step 5:

- A. Only disciplinary actions of suspension of thirty-one (31) hours or more, reduction in pay, demotion or discharge are appealable to Step 5.
- B. If the disciplinary appeal is not resolved in Step 4, the employee may proceed to Arbitration. The employee will submit their disciplinary appeal to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 4. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.

Arbitration

- A. As soon as possible and in any event not later than thirty (30) calendar days after the Agency has received written notice of the desire to arbitrate, the parties shall agree upon an arbitrator. If no Agreement is reached within said thirty (30) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the California Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- B. When timeliness is at issue, the arbitrator shall first decide on the timeliness issue. If the arbitrator determines that timelines were not adhered to, the arbitration shall not proceed further with a determination on the merits of the dispute. However, if the arbitrator determines that timelines were followed, the arbitrator may proceed to make a determination on the merits of the dispute.
- C. Either the Agency or the Association may call any employee as a witness, and the Agency agrees to release said witness from work if they are on duty. If an employee witness is called by the Agency, the Agency will reimburse them for time lost. Should the witness list create an operational hardship for the Agency, the Association and Agency shall mutually agree on an appropriate remedy.
- D. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other.
- E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- F. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency.
- G. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

ARTICLE 18 - LAYOFF PROCEDURES

Section 18.01. - Elimination of Positions

- A. Whenever, in the judgment of the Board of Directors, it becomes necessary in the

interest of economy or because the necessity for the position or employment involved no longer exists, the Board of Directors may abolish any position or employment in the competitive service and layoff, demote or transfer an employee holding such position or employment without filing written charges and without the right of appeal. Alleged violations of the layoff procedure may be grieved in accordance with Article 16.

- B. Employees being laid-off shall receive four (4) weeks (twenty (20) working days) notice and shall receive two (2) days of severance pay for every complete year of service for the Agency, up to a maximum of four (4) weeks. Severance pay shall be paid at the employee's current rate of pay.

Section 18.02. - Layoff Procedure

- A. Merit. Merit is defined as an employee's performance in his/her position. Performance is rated during the probationary period and an employee's review date and six (6) months thereafter. Employees, by job classification, shall be ranked in order of performance. In the event of a layoff, this list of employees, in order of highest performance evaluation to lowest performance evaluation, shall be used to determine which employees shall be subject to layoff.
- B. Seniority. Seniority is defined as the length of continuous service from the last date of hire by the Agency. If a tie occurs, priority shall be determined by the lowest employee number.
- C. All General Unit employees with less than five (5) years of seniority with the Agency shall be subject to layoff as follows:
 - 1) Merit shall be observed in effecting such reduction in personnel and the order of layoff shall be based on the lowest to highest performance ratings.
- D. Employees with more than five (5) years of seniority with the Agency shall be subject to layoff as follows:
 - 1) Seniority shall be observed in effecting such reduction in personnel and the order of layoff shall be in the reverse order based on length of continuous service from the last day of hire in the Agency service upon the effective date of the layoff. For the purpose of determining order of layoff, total cumulative time shall include time served on military leave of absence.
 - 2) Layoff shall be made within classes of positions and all limited-term employees in the affected class or classes shall be laid off prior to the layoff of any probationary or regular employee.

Layoff of regular employees under this section shall only occur after layoffs, pursuant to Section C above, have been completed. The order of layoff shall then be initiated pursuant to Paragraph 1 of this section.

- 3) Employees affected by a layoff shall have the right to placement in:
 - a. Any class in which they have previously worked. Such placement may only occur if the displaced (bumped) employee has less

seniority than the employee who is displacing (bumping) them.

- b. Any vacant position with the same or lower rate of pay as the class from which they were laid off and for which they meet the minimum qualifications.
- c. Any part-time or limited-term position for which they possess the minimum qualifications.

E. Specially Funded Positions

- 1) When a position is created and is funded by a grant of funds from the State or the Federal Government, the position shall be automatically abolished when the funding is terminated. The incumbent of the position shall be laid-off on the date upon which the position is abolished and the layoff procedures prescribed in these rules are not applicable.
- 2) Any employee hired or promoted to fill a vacancy in a regular, full-time Agency position resulting from the assignment of a regular employee to a specially funded position, may be demoted or laid-off in accordance with this procedure at the time the regular employee returns to his/her former position.

F. Reemployment Procedure

- 1) The names of regular employees laid off shall be placed on a reemployment list in reverse order of layoff, and shall remain on such lists for a period of one (1) year unless re-employed sooner.
- 2) An employee called back to a classification that he/she previously held shall be returned to employment status without having to re-qualify for the position.
- 3) An employee called back to fill a vacant position in a classification he/she has not previously held must successfully complete all qualifying examinations for that classification.

ARTICLE 19 - Association Dues Deduction

Section 19.01. - Association Dues Deduction

- A. Current employees in the General Unit Association (GEA) who are now GEA members shall remain GEA members for the period of this MOU; provided, however, that any member may terminate their membership only during the period of June 1 - June 10 of each year by notifying the Association in writing of his/her termination.
- B. During the term of this MOU, the Agency agrees to collect Association Dues, through payroll deduction. The Agency shall be held harmless by the Association in performing this responsibility.
- C. The Agency shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.
 - 1. At the direction of a recognized employee organization, the Agency may deduct dues

from the paychecks of consenting members of the organization. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the Agency. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the Agency of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.

2. The Agency agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.
 3. The Association is responsible for providing the Agency with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.
 4. Dues withheld by the Agency shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.
 5. If dues deduction would result in a negative balance for an employee, the dues will not be withheld, and the Association will be notified.
 6. The Association shall refund to the Agency any amounts paid to it in error upon presentation of supporting evidence. The Agency will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.
- D. The Agency shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the Agency shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.
- E. The Agency shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.
- F. The Association shall indemnify, defend, protect and hold harmless the Agency and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the Agency made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the Agency made in reliance on the information provided by the Association.

ARTICLE 20 - RULE MAKING AUTHORITY

Section 20.01. - General

Subject to those provisions that fall under Government Code Section 3500, et. seq., the General Manager, or designated representative(s), may adopt and administer personnel rules and regulations which are supplementary to and consistent with the terms set forth in this MOU and the policies of the Agency.

ARTICLE 21 - MANDATORY SUBJECTS OF BARGAINING

Section 21.01. - General

- A. This MOU represents the entire agreement between the Agency and the Association which represents the General Unit.
- B. All subjects/topics of bargaining, including, but not limited to terms and conditions of employment, employee issues, grievances, etc. shall only be formally discussed with established representatives of the Association., the Agency's official negotiator and/or the Manager of Human Resources.

ARTICLE 22 - NOTICE

Section 22.01. - General

Within ninety (90) working days of the adoption of this MOU, a copy shall be presented to each General Unit employee of the Agency, and to each newly hired General Unit employee at the time of appointment.

ARTICLE 23 - ZIPPER CLAUSE

Except as expressly set forth within this MOU, the parties agree that negotiations shall not commence on subjects that are within the scope of bargaining unless the parties mutually agree.

IN WITNESS WHEREOF, the parties have executed this agreement, by their duly authorized representatives, on the day and the year first above written.

General Employees' Association

Inland Empire Utilities Agency

Thomas Swezey
Association President

Shivaji Deshmukh P.E.
General Manager

Edward Chavez
Association Vice-President

* A Municipal Water District

**CONSENT
CALENDAR
ITEM**

3B

Date: July 7, 2021

To: The Honorable Board of Directors

ADD
From: Shivaji Deshmukh, General Manager

Committee:

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No. 2021-7-2 Approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit

Executive Summary:

In 2018, the Board of Directors approved a three-year term Memorandum of Understanding (MOU) between the Inland Empire Utilities Agency and the Laboratory Unit. This agreement is scheduled to expire on June 30, 2021. Successor negotiations commenced in March 2021 with the objective to engage in good faith bargaining. Additional key objectives included negotiation of a multi-year agreement, total compensation adjustments within the Board approved budget, and building efficiencies through streamlined processes. A tentative agreement was reached by the parties on June 10, 2021 and the Laboratory Unit provided notice on June 16, 2021 that the tentative agreement was ratified by their members. Key negotiated terms and conditions of the tentative agreement include a three-year MOU term, adjustments to total compensation, adjustments to the grievance procedures, adjustments to the disciplinary appeals procedures, and a one-time bonus. Additional key negotiated terms and conditions are listed in Attachment 1.

Upon Board approval of proposed Resolution No. 2021-7-2, the MOU between the Inland Empire Utilities Agency and the Laboratory Unit will represent the terms and conditions of employment beginning July 1, 2021 through June 30, 2024.

Staff's Recommendation:

1. Adopt Resolution No. 2021-7-2, approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit.
2. Authorize the General Manager to execute the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit.

Budget Impact *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On August 1, 2018, the Board approved the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit.

Environmental Determination:

Not Applicable

Business Goal:

Workplace Environment: IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

Fiscal Responsibility: IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long-term needs, while providing the best value for our customers.

Attachments:

Attachment 1 - Key Negotiated Terms & Conditions of Employment

Attachment 2 - Resolution No. 2021-7-2, approving the Memorandum of Understanding between the Inland Empire Utilities Agency and the Laboratory Unit, attached as Exhibit 1

KEY NEGOTIATED TERMS & CONDITIONS OF EMPLOYMENT

While the Laboratory Unit and IEUA management negotiated numerous terms and conditions, the key negotiated terms and conditions that were reached are:

1. The Memorandum of Understanding (MOU) will be three-year term agreement (July 1, 2021 – June 30, 2024).
2. A 3% base salary increase will be provided for each year of the MOU.
3. A Wellness Stipend will replace the Wellness Reimbursement to build efficiencies and preserve the confidentiality of employee medical information.
4. A yearly Professional Development Stipend in the amount of \$1,000 was established in lieu of the payment or reimbursement of certification or licensing expenses currently set forth in Policy A-70: Certification or Licensing.
5. A Safety Equipment Stipend will replace the Safety Equipment Reimbursement to build efficiencies.
6. Updated the Grievance Procedure to eliminate the involvement of the General Manager and the Board of Directors and to allow for arbitration as the final step of the Grievance Procedure.
7. Updated the Disciplinary Appeals Procedures to eliminate the involvement of the General Manager and the Board of Directors. The updated Pre-Disciplinary Procedure and Disciplinary Appeals Procedures will delineate pre-disciplinary procedures from disciplinary appeal procedures and allow for arbitration as the final step of the Disciplinary Appeals Procedures.
8. A one-time bonus in the amount of \$1,000.

RESOLUTION NO. 2021-7-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE LABORATORY UNIT

WHEREAS, the representatives of the Board of Directors of the Inland Empire Utilities Agency* have met and conferred with duly authorized representatives of the Laboratory Unit to make equitable adjustments to terms and conditions of employment; and

WHEREAS, a Memorandum of Understanding prepared by said representatives has been presented to the Board of Directors for ratification; and

WHEREAS, the Laboratory Unit ratified the Memorandum of Understanding.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1. That this Board of Directors does hereby approve and authorize its President and Secretary to sign the Memorandum of Understanding between the Inland Empire Utilities Agency* and the Laboratory Unit attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until a successor Memorandum of Understanding is adopted after the parties have met and conferred.

ADOPTED the 7th day of July 2021.

Jasmin A. Hall

President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Steven J. Elie

Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
COUNTY OF) SS
SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2021-7-2, was adopted at a regular
Board Meeting on July 7, 2021, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

(SEAL)

*A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY*
MEMORANDUM OF UNDERSTANDING
LABORATORY UNIT

FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024

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THE INLAND EMPIRE UTILITIES AGENCY*

MEMORANDUM OF UNDERSTANDING

LABORATORY UNIT

The Agency does hereby adopt this Memorandum of Understanding (MOU) establishing rules, regulations and procedures for employees of the Laboratory Unit.

Provisions of the MOU do not apply to part-time, temporary, limited term, contract or intern personnel (employees) unless specifically noted in this MOU, Agency Policy or the employee's contract. This MOU does not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

- A. There are no provisions in this MOU that shall be deemed to limit or curtail the Agency in any way in the exercise of the rights, powers and authority which the Agency had prior to entering into this MOU unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.
- B. The exclusive rights of the Agency include, but are not limited to:
 - 1) Determine the mission of its constituent departments, commissions, and boards;
 - 2) Set standards of service;
 - 3) Determine the procedures and standards of selection for employment and promotion;
 - 4) Direct its employees;
 - 5) Relieve its employees from duty because of lack of work and/or for other legitimate reasons;
 - 6) Maintain efficiency of government operations;
 - 7) Determine the methods, means and personnel by which Agency operations are to be conducted;
 - 8) Determine the content of job classifications;
 - 9) Take all necessary actions to carry out its missions in emergencies;
 - 10) Exercise complete control, direction, and discretion over its organization and the technology of performing its work;
 - 11) Discharge, suspend, demote, reprimand and withhold salary increases and benefits or otherwise discipline employees for cause;
 - 12) Establish reasonable employee performance standards, including but not limited to, quality standards, and required compliance herewith;
 - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
 - 14) Enforce other management rights secured by the Inland Empire Utilities Agency Employer-Employee Relations Resolution.

ARTICLE 1 - DESIGNATION OF PARTIES

The Laboratory Unit is a recognized employee organization which represents a unit of representation established by the Board of Directors of the Agency, pursuant to the Agency's Employer/Employee Relations Resolution, and which includes the following classifications, as well as those which may be added, deleted or modified in the future pursuant to the Employer/Employee Relations Resolution:

Biologist	Laboratory Assistant
Chemist *	Laboratory Scientist I, II

* Exempt Classification

The provisions of this MOU shall apply to the above-referenced classifications, who shall receive all benefits agreed to in this MOU for the term of this contract.

ARTICLE 2 - PURPOSE

The parties to this MOU agree that its purpose is to confirm and maintain a spirit of cooperation between the Agency and the Laboratory Unit. The Agency and the Laboratory Unit will strive to promote a harmonious relationship between the parties, through this MOU, that will result in benefits for the Agency and members of the Laboratory Unit.

ARTICLE 3 - DEFINITIONS

Section 3.01. - General

Unless otherwise required by the context, various terms used in this document shall have the meanings set forth in this section. Terms expressed in the singular shall also include the plural.

Section 3.02. - Appointment

The act of filling a vacant position with a person who has met the qualifications for the position.

Section 3.03. - Anniversary Year

The year following the date of employment with the Agency and each successive year thereafter.

Section 3.04. - Classification

A group of positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application of common standards of selection, transfer, demotion and salary.

Section 3.05. - Continuous Regular Employment

That period of actual employment by the Agency following an employee's date of employment, or the employee's most recent date of reemployment, or reinstatement, whichever is later. The term shall also include military leaves of absence and pre-approved leaves of absence, provided that on the day prior to such periods the employee was in the employ of the Agency and that during such periods the employee takes no action expressed or implied to terminate employment.

A. Break in Continuous Regular Employment

1) Failure to Return to Work

A break in continuous regular employment for failure to return to work as required at the completion of one of the above-authorized periods of absence shall, except in the event of the employee's death during such a period, be considered as voluntary termination as of the date the period of absence began.

2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of one of the above authorized periods of absence shall constitute a break in continuous regular employment.

3) Other Employment

Employment by other than the Armed Forces of the United States or its Allies during a period of authorized absence shall constitute a break in continuous regular employment unless such other employment is approved by the Agency.

Section 3.06. - Exempt Employees

Employees in exempt positions who are excluded from FLSA overtime pay requirements and are compensated on a bi-weekly salary basis.

Section 3.07. - Holiday Leave

A holiday recognized by the Agency when employees will be granted a day off with pay.

Section 3.08. - Holiday Pay

Pay received by those employees who are required to work on an Agency recognized holiday.

Section 3.09. - Hourly Rate of Pay

The hourly rate of pay for non-exempt employees is the amount equal to the classification and step position an employee currently holds.

Section 3.10. - Immediate/Extended Family

- A. Immediate Family is limited to: Spouse, State Registered Domestic Partner, Parent (biological or an individual who stands or stood in loco parentis to an employee when the employee was a minor), and Child (biological/adopted/foster/step child, a legal ward, or a child of a person standing in loco parentis who is under age 18) Brother, and Sister.

- B. Extended Family is limited to: Aunt, Brother-in-law, Daughter-in-law, Ex-spouse (if children are involved), Father-in-law, Grandchild, Grandparent, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Step-brother, Step-sister, and Uncle.

Section 3.11. - Inactive Status

An employee who is on an authorized leave of absence without pay for more than thirty (30) calendar days.

Section 3.12. - Job Abandonment

An employee who does not report or call-in to work as scheduled for three (3) or more consecutive work days, and has not been excused for compensatory time off, vacation leave, floating holiday, sick leave or a leave of absence without pay, shall be considered as having abandoned his/her job. Such employee may be disciplined in accordance with Article 16, Disciplinary Actions and Appeals Procedures.

Section 3.13. - Non-Exempt Employees

Employees in non-exempt positions who are covered under FLSA regulations, including overtime pay requirements and are compensated on an hourly basis.

Section 3.14. - Overtime

Overtime shall be defined for non-exempt employees as all hours worked in excess of forty (40) hours per workweek.

Section 3.15. - Overtime Pay

A rate equivalent to one and one-half (1½) times a non-exempt employee's hourly rate of pay.

Section 3.16. - Position

A group of duties and responsibilities assigned by proper authority to be performed by one employee. A position may be full or part time, occupied or vacant, temporary or regular.

Section 3.17. - Probationary Employee

A. Original Probationary Employee

A person appointed to fill a regular position, but who has not yet completed the probationary period. The probationary period is a trial period in which a new employee is evaluated on the ability to fulfill the skills required by a position and the ability to establish an effective working relationship with co-workers.

B. Technical Probationary Employee

A regular employee appointed, through promotion or a lateral transfer, to a classification or position having duties other than the employee's current position.

Section 3.18. - Probationary Period

A period considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties and responsibilities of the position.

Section 3.19. - Promotion

The movement of an employee from one classification to another classification having a higher maximum base rate of pay.

Section 3.20. - Reclassification

The reallocation of a position, through a change in duties and responsibilities, based on the needs of the Agency, to a different classification and/or salary range.

Section 3.21. - Reemployment

The rehiring, other than reinstatement, of an individual who formally worked as an employee of the Agency.

Section 3.22. - Regular Employee

An employee who has successfully completed the original probationary period.

Section 3.23. - Reinstatement

The restoration, without competitive examination, of a former regular employee to a classification in which the employee formerly served as a regular, non-probationary employee.

Section 3.24. - Resignation

The termination, at the election of the employee, of employment with the Agency.

Section 3.25. - Step Advancement

A salary increase, based on Meets Expectations or better employee performance, which is within the limits of a pay range established for a classification.

Section 3.26. - Temporary Employee

A person employed to meet a short-term need of the Agency. Temporary employees shall not be retained in this status more than six (6) months without the written approval of the General Manager, or designated representative(s). Temporary employees are not entitled to Agency benefits, or any other provisions stipulated in this MOU.

Section 3.27. - Termination

The termination of an employee at the discretion of the Agency by means of layoff, discharge, or other means.

Section 3.28. - Transfer

The movement of an employee from one position to another position in the same classification or in a comparable classification with the same maximum salary, involving the performance of similar duties and responsibilities and requiring substantially the same basic qualifications.

Section 3.29. - Unpaid Status

When an employee does not receive compensation for time not worked, or does not have any usable accrued leave time, or is not eligible for any other paid leave, such employee shall be considered as being in an unpaid status.

Section 3.30. - Work Schedule

A workweek for non-exempt employees is a fixed and regularly recurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

A. Standard Work Schedule

A standard work schedule shall consist of five 8-hour days equaling forty (40) hours per workweek, and is defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

B. 4/10 Work Schedule

A 4/10 work schedule shall consist of four 10-hour days equaling forty (40) hours per workweek, and is defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

C. 9/80 Alternative Workweek

The 9/80 alternative workweek, for purposes of computing overtime, is defined as beginning exactly four (4) hours into the eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular flex day off.

Example: Friday On/Off:

<u>Wk</u>	F	Sa	S	M	T	W	Th	F	Total
1	0	0	0	9	9	9	9	4	= 40
2	4	0	0	9	9	9	9	0	= 40

D. The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the Agency. All employees of the Agency are subject to call for emergencies which are inherent in the Agency's responsibilities.

Section 3.31. - Scheduled Work Day

A scheduled work day is an employee's regularly scheduled work day; or, when an employee is notified two (2) weeks prior, that he/she is scheduled to work, it is considered advanced notification and a scheduled work day. Consideration will be given to doctor's appointments and vacations scheduled prior to the notification. In the event of an unforeseen event or incident for which management could not have planned or scheduled for in advanced, an employee may be given less than two (2) weeks' notice.

Section 3.32. - Unscheduled Work Day

An unscheduled work day is when an employee is notified today (normal day off), that he/she is scheduled to work today's shift, there is no advanced notification and it is determined to be an unscheduled work day.

Section 3.33. - Scheduled Vacation

A scheduled vacation is a leave request that is approved and dated by the supervisor at least two (2) weeks prior to the scheduled time off.

Section 3.34. - Unscheduled Vacation

An unscheduled vacation is a leave request that is approved and dated by the supervisor less than two (2) weeks prior to the scheduled time off.

ARTICLE 4 - GENERAL PROVISIONS

Section 4.01. - Equal Employment Opportunity

The Agency provides equal employment opportunity to all employees and applicants without regard to sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status.

Section 4.02. - Harassment in Employment

Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Harassment by or against any employee or applicant or from a person providing services pursuant to a contract on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated (refer to Agency Policy A-29 and A-30).

Section 4.03. - Amendment of Memorandum of Understanding (MOU)

This MOU may be amended by the Agency Board of Directors subject to Government Code Section 3500, et.seq.

Section 4.04. - Labor/Management Meetings

Representatives of the Unit and the Agency shall meet informally at the request of either party

to discuss matters of mutual interest to each party. The time and place of the meeting shall be selected by representatives involved. Three (3) designated Laboratory employees shall be allotted Association Leave time to prepare for MOU negotiations. Association Leave will equal two (2) meetings per month with a maximum of two (2) hours per meeting beginning in January prior to the expiration of current MOU and ending once negotiations begin provided that negotiations commence in March.

The Agency and the Association agree to utilize the labor/management meetings to discuss revisions and modifications to the MOU to establish consistent language for all bargaining units. The labor/management process shall not result in any change in terms and conditions of employment absent a meet and confer process resulting in an agreement between the parties to do so.

Section 4.05. - Savings Clause

If any article or section of this contract shall be held invalid by operation of laws or by any court of competent jurisdiction, the remainder of this contract shall not be affected thereby. In the event that any section is held invalid, the parties agree to immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalidated section or article.

Section 4.06. - Zipper Clause

Both parties agree to meet and confer on any matter within the scope of the Meyers-Milias-Brown Act except that all subjects contained herein have been resolved by means of the meet and confer process. Neither party may be compelled by the other to renegotiate any part of the agreement except as listed in the Savings Clause (Section 4.06). Nothing in this section would preclude the parties from mutually agreeing to re-open a section of the contract for the purposes of improving a particular section.

ARTICLE 5 - FILLING OF VACANCIES

Section 5.01. - General

Vacancies may be filled by appointment, transfer, demotion, promotion, or by the use of temporary help as deemed in the best interest of the Agency, by the General Manager or designated representative(s).

Section 5.02. - Filling of Vacancy

Whenever a vacancy occurs in the Agency's staff or labor force, the General Manager, or designated representative(s), shall decide by what manner the vacancy is to be filled.

- A. Insofar as possible and practical and in keeping with the best interests of the Agency, vacancies may be filled with existing employees of the Agency, subject to the following conditions:
 - 1) A current Agency employee submits a completed application form for the vacant position.

- 2) The employee requesting consideration demonstrates or possesses the experience and/or education and other qualifications that the position requires.
 - 3) An employee scores competitively on examinations, if given.
- B. Employees shall be evaluated for promotion or advancement based on criteria, including but not limited to:
- 1) Overall work performance.
 - 2) Knowledge, training, ability, skill, efficiency and overall job performance.
 - 3) Job-related work experience and education including certificates and degrees.
 - 4) Cooperative working relationships with those contacted in the course of work.
 - 5) Physical and mental ability to perform, with reasonable accommodation (if disabled), the essential functions of the job.
 - 6) Attendance records with the Agency.
 - 7) Seniority with the Agency.
- These criteria shall be evaluated only on the basis of the requirements of the position or classification for which the employee is being considered.
- C. Qualified Agency employees may apply for a transfer or promotional position within the Agency.

ARTICLE 6 - EMPLOYMENT APPLICATIONS AND APPLICANTS

Section 6.01. - Application Forms

Employment applications shall be made online and/or on forms approved by the General Manager, or designated representative(s), and provided by the Agency's Human Resources Department. These forms shall require information regarding education, prior work experience, training, references and other information related to the job for which applying. All applications shall be signed and dated by the applicant under a penalty of perjury. Any falsification of information on an application form may disqualify an applicant.

Section 6.02. - Physical Examination and Condition

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination and evaluation which may include drug and/or alcohol screening performed by a physician selected by the Agency. Employees, in certain classifications, may further be required to undergo additional periodic physical examinations and/or receive certain anti-toxin injections during their employment with the Agency. The expense involved in such an examination

shall be borne by the Agency. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.

Section 6.03. - Employment Tests

Applicants for all positions, as determined by the General Manager, or designated representative(s), shall be subject to oral, written and/or performance tests. Only applicants who demonstrate an acceptable level of knowledge, skills and abilities required of the position shall be considered for employment. If there is a job-related requirement for the position, a working knowledge of written and spoken English must be demonstrated by all applicants.

Section 6.04. - Acceptance of Applicant

Prior to hiring, the application and pertinent information of the applicant shall be reviewed by the General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 4.01 of this MOU for those items which shall not be adjudged pertinent.

Section 6.05. - Rejection of Applicant

The General Manager, or designated representative(s), may reject an application, or, after examination, may disqualify the applicant, if the applicant:

- A. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- B. Is physically or mentally incapable of performing the essential functions of the job, with or without reasonable accommodation, based on competent medical/psychological evidence, including, but not limited to, impairment caused by current illegal use of drugs; or current abuse of alcohol;
- C. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- D. Is found by the Agency's automobile insurance carrier to be uninsurable if the essential functions of the job require the employee to be insured;
- E. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- F. Has used or attempted to use political pressure or bribery to secure an advantage in the employment testing or appointment;
- G. Has directly or indirectly obtained information, in advance, regarding employment tests;
- H. Has failed to complete and/or submit the employment application correctly or within the prescribed time limits;

- I. Has had the privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve (12) months, if operating a motor vehicle, requiring a driver's license, is an essential function of the job for which applying;
- J. Has a job history which, in the judgment of the General Manager, or designated representative(s), would render the applicant ineligible for the position, including a prior discharge from the Agency.

Section 6.06. - Background Investigations

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to allow the Agency to conduct a background investigation. Said investigation shall include verification of prior employment, verification of education, fingerprinting, credit check (for positions that regularly are involved in financial transactions) and any other information necessary to evaluate an applicant's qualifications for the position.

ARTICLE 7 - PERSONNEL RECORDS

Section 7.01. - General

- A. Personnel records are by nature confidential, and the General Manager, or designated representative(s), shall establish procedures to maintain this confidential nature (refer to Agency Policy A-58).
- B. The contents of any personnel file or record shall only be released to the employee, the employee's designee, upon written authorization of the employee, upon court order, on a need to know basis to the respective supervisor/manager, or legal representatives of the Agency, relative to personnel actions and only with the approval of the Manager of Human Resources or designated representative(s).
- C. The General Manager, or designated representative(s), shall maintain as a portion of the personnel records the employee's qualifications, education, achievements and other classified and confidential information as well as the following standard forms:
 - 1) Application Form
 - 2) Employment Record
 - 3) Periodic Performance Appraisals
- D. A separate medical file shall be established by the Human Resources Department for each employee. This file shall be maintained in accordance with the Agency's records retention schedule, and in a confidential manner.
- E. The General Manager, or designated representative(s), and the employee shall be empowered and charged to cause entries to be made in the employee's personnel file and each employee shall have the right to review his/her file to assure said personnel file is current and complete.

- F. Disciplinary actions of less than and including a suspension of five (5) days or less will be purged from the employee's personnel file after two (2) years, upon written request of the employee to the Manager of Human Resources, if the employee has not been subject to any formal discipline during the two (2) year period.
- G. Employees must provide the Agency with a current address and phone number.

ARTICLE 8 - PROBATIONARY PERIODS

Section 8.01. - Regulations

- A. Generally, original and promotional appointments shall have a probationary period of six (6) months. The Department Manager may in special circumstances, establish an original probationary period one (1) year. Said probationary period shall be declared in any offer letter. There are two (2) types of probationary periods:
 - 1) Original Probation - as defined in Section 3.17.A of this MOU.
 - 2) Technical Probation - as defined in Section 3.17.B of this MOU.
- B. Upon approval of the Department Manager, or designated representative(s), the probationary period may be extended a maximum of an additional six (6) months.
- C. Prior to the completion of either an original or technical probationary period, the probationer's supervisor or the manager of the department in which the employee works, shall prepare a performance appraisal reporting the quality of the required skills, knowledge and ability to successfully perform the job as stated in the probationer's job classification specification. This appraisal shall be reviewed with the probationary employee and a signed copy presented to the Department Manager, or designated representative(s), along with a recommendation to retain the employee, or discharge the employee. In the case of the technical probationer, the employee may be reclassified or returned to the employee's former classification or position as provided for in Section 8.02.B and 8.02.C.
- D. In the case of an original probationary period of one (1) year, employees who have completed six (6) months may use accrued sick, vacation leave and/or floating holiday.
- E. The time required for probationary periods shall be extended by any time an employee is on an authorized leave of absence, with or without pay, which exceeds ten (10) calendar days during the Original Probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period.
- F. In the case of an original probationary, limited term employees promoted and/or reclassified to regular in the same classification and who have previously completed six (6) months employment may use accrued sick, vacation leave and/or floating holiday.

Section 8.02. - Technical Probation

- A. In those cases where multiple changes in classification or position occur within said technical probation period, the maximum technical probation period will be at the discretion of the Department Manager, or designated representative(s).
- B. An employee who is promoted shall be subject to a technical probationary period of six (6) months (or up to one (1) year in the event of a special circumstance) during which time the employee shall demonstrate the ability to function in the new classification. If at any time during the technical probationary period, the employee or the Agency feels the employee is not qualified or suited to said position, the employee may elect or the Agency shall return said employee to the employee's previous classification, provided an opening exists in said classification. A decision by the Agency to return an employee to the previous classification is not grievable.
- C. An employee, who satisfactorily completes Technical Probation and is on Step "1", shall receive a merit adjustment based on his/her latest performance appraisal.
- D. If a vacancy exists in a different classification, said employee may be reclassified at the discretion of the Department Manager, or designated representative(s).
- E. Range placement and future step advancement dates upon unsuccessful completion of technical probation are as follows:
 - 1) The employee will be placed on the same range and step for the classification as the employee was on prior to the time the employee was promoted.
 - 2) The employee will be eligible for the next step advancement on the anniversary date of the original position prior to being promoted.

Section 8.03. - Dismissal During the Probationary Period

- A. During the original probationary period, an employee may be discharged by the Department Manager, or designated representative(s), without cause and without right to appeal. Written notification of the discharge shall be served on the probationary employee by the immediate supervisor or designated representative(s), and a copy shall be filed with the Department Manager, or designated representative(s).
- B. If an opening exists in a different position or classification, the employee may, at the Department Manager's, or designated representative(s), discretion, be offered the position in lieu of termination. The employee will be required to serve another six (6) month probationary period in the new position.
- C. The final decision of the above action(s) will be at the sole discretion of the Department Manager, or designated representative(s).
- D. Any employee who is discharged during his/her original probationary period shall receive his/her final compensation, including any accrued vacation leave, at the time he/she is terminated.

ARTICLE 8.1 - WORK SCHEDULE

Section 8.1 - 4/10 Work Schedule

Unit members shall work a 4/10 work schedule as defined by Section 3.30.B of this MOU.

Section 8.2 - Meal Periods

Non-exempt unit members shall be required to take a paid thirty (30) minute lunch break per shift he/she works. All non-exempt unit members shall be required to eat meals on-site during their shift with no reduction in pay. A non-exempt employee working over twelve (12) consecutive hours in one shift must take an additional paid meal period of thirty (30) minutes which may be on or off-site.

ARTICLE 9 - CLASSIFICATION, COMPENSATION AND PAY PERIOD

Section 9.01. - Classification/Compensation Plan

In addition to this MOU, the General Manager, or designated representative(s), shall maintain a file which shall contain the following:

- A. A nine (9) step compensation plan to include a listing of internal salary relationships among classifications, and benchmark classifications for purposes of establishing salaries for each classification within the Agency. The compensation plan shall also include salary and/or hourly rate schedules for all classifications.
- B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principal duties, responsibilities, and minimum qualifications required of each classification. The General Manager, or designated representative(s), shall determine and set forth the duties and responsibilities as they are to be presented in said class specifications. Assignments may be varied or interchanged to meet the needs of the Agency.

Section 9.02. - Classification Revision and Reclassification

- A. The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the General Manager, or designated representative(s). In addition, any position may be reclassified to a different classification by the General Manager, or designated representative(s), when there is a change in the duties and responsibilities of the position or other sufficient cause. Any non-voluntary re classification of a position to a different classification shall result in an employee placed into the appropriate pay range for the new position. A demotion is not considered a non-voluntary reclassification.
- B. If an employee believes that his/her duties and responsibilities have changed significantly, the employee may request a classification study of his/her position. Such request must be submitted in writing to the Human Resources Department for review.

Section 9.03. - New Positions

Any new position and/or classification that is established shall comply with this MOU and shall be allocated to the Agency's classification and compensation plans by the General Manager.

Section 9.04. - Compensation

- A. Adjustments, if any, to salary ranges of employees covered by this MOU shall be made as negotiated between the Unit and the Agency and shall become part of this MOU.
- B. Effective July 1, 2021, the Agency shall implement a 3.0% base salary increase for FY 2021-2022.
- C. Effective July 1, 2022, the Agency shall implement a 3.0% base salary increase for FY 2022-2023.
- D. Effective July 1, 2023, the Agency shall implement a 3.0% base salary increase for FY 2023-2024.
- E. Only those persons who are Agency employees and working for the Agency on the date this MOU is approved by the Board of Directors, or on the date the base salary increase is actually implemented, whichever is later, are entitled to the base salary increases set forth above.
- F. All COLA's provided for in this MOU shall be implemented on Step "1" of the salary matrix and incrementally implemented through Step "9".

Section 9.05. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within said classifications. In determining the compensation rates for the various classifications, considerations may be given to the Agency's financial status, the current cost-of-living, local prevailing rates of compensation for like or comparable employment in public or private agencies, working conditions, fringe benefits, and any other relevant factors. The rates of compensation shall be arranged in clear and understandable tables entitled "Hourly and/or Salary Rate Schedules" which shall be made a part of this MOU.

Section 9.06. - Adoption of Compensation Plan

The nine (9) step compensation plan shall be adopted by the Board of Directors of the Agency and made a part hereof, and will be on file with the General Manager, or designated representative(s). Such Compensation Plan may only be amended or revised after the parties have met and conferred on any proposed amendments and/or revisions.

Section 9.07. - Salary Adjustments and Step Advancements

The procedures for step advancements within each salary range are set forth as follows:

- A. New employees shall be hired at Step "1" of the established salary range for their classification. Variable entrance steps may be established if justified by recruitment needs through Step "9" with the approval of the General Manager, or designated representative(s).
- B. Approval for advancement shall be based upon merit and completion of required length of service in the classification. Step advancements within each salary range shall be in increments of 2½%.
- C. Upon completion of a probationary period, advancement in step(s) shall be based on performance as provided in Section 9.08. Except in cases where employees have exhibited Outstanding performance as provided in Section 9.08.E, other advancements shall be based on performance as provided in Section 9.08.A and are contingent upon completion of one (1) year.
- D. The time required for step advancement shall be extended by any time an employee is on an authorized leave of absence with or without pay which exceeds thirty (30) calendar days (see Section 11.01.D).
- E. The General Manager, or designated representative(s), may authorize the adjustment of the range step or pay rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity.

Section 9.08. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. An employee who receives an overall performance rating of Meets Expectations may be eligible to receive a one (1) step advancement, an employee who receives an overall performance rating of Exceeds Expectations shall be eligible to receive a two (2) step advancement, and an employee who receives an overall performance rating of Outstanding shall be eligible to receive a three (3) step advancement. In no instance shall the advancement place the employee higher than Step "9" of his/her salary range. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall not receive a merit increase
- C. A Meets Expectations performance appraisal will not be considered as justification for automatic advancement for employees who pass original or technical probation. Should an employee not be awarded a step advancement upon conclusion of his/her probationary period, he/she shall be eligible for a step advancement upon completion of one (1) year in the position.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.

- E. An early step advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 9.08F).
- F. Merit adjustments shall become effective as follows:
 - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
 - 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

Section 9.09. - Denial of Step Advancement/Performance

- A. An employee who receives an overall rating of Below Expectations or Unacceptable shall be denied his/her step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve his/her performance shall be provided to and discussed with the employee.
- B. After receiving an overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two 3-month feedback evaluations to attain an overall rating of Meets Expectations or better.
- C. At such time as the merit increase is warranted, a formal appraisal will be prepared and submitted along with a written recommendation to grant the increase. The next step advancement will be contingent upon the completion of twenty-six (26) complete pay periods from the date the step advancement was granted as well as an acceptable level of performance during that period.
- D. At the end of the maximum two 3-month feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, or discipline the employee in accordance with Article 16 as well as the reasons for the recommendation.

Section 9.10. - Authority of General Manager

The General Manager, or designated representative(s), is hereby authorized to employ personnel to fill openings allocated by the Board of Directors within the exempt and non-exempt classifications. Within a classification, the General Manager, or designated representative(s), shall have the authority to practice discretion in assigning the position in which the employee shall be employed. Additionally, he/she is authorized to establish new classifications provided that the number of authorized positions does not exceed the total number of positions authorized by the Board of Directors. The General Manager, or designated representative(s), is further empowered to promote, demote or transfer employees from one position to another and from one classification to another provided there is a vacancy in a classification allocated by the Board of Directors or established by the General Manager.

Section 9.11. - Overtime Compensation

- A. A non-exempt employee who is required by the nature of his/her position or by emergency situations to "work" in excess of forty (40) hours during his/her workweek shall be paid at one and one-half (1½) times the employee's hourly rate of pay. Only scheduled vacation, bereavement leave, and/or holiday time that fall within the employee's regular shift shall count as hours worked when computing overtime.
- B. The Department Manager, or designated representative(s), is authorized to determine the circumstances where overtime pay is justified in rare and unusual circumstances.

Section 9.12. - Acting Pay

An employee who is designated by the Agency as acting shall receive a minimum increase of two (2) steps (approximately 5%) more than his/her current hourly rate of pay, or shall be placed on Step "1" of the range established for the acting position, whichever is higher; however, the employee's rate shall not exceed Step "9" of the range established for the acting position at any time. Such acting pay is paid when an employee is designated by the Agency to serve temporarily in a higher classification. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the Agency will follow the law and limit the acting assignment to no more than 960 hours. To the extent permitted by law, Acting Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay and California Government Code § 20480.
- B. Acting pay will be effective at the beginning of the first full pay period following the effective date of the designation in the higher job classification by the Agency.
- C. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the General Manager, or designated representative(s), may authorize an extension not to exceed an additional thirteen (13) consecutive pay periods.
- D. An employee can receive a merit increase that he/she is scheduled to receive for the position in which he/she normally fills while serving in an acting status. The employee shall receive an increase in acting pay if the new spread between his/her new hourly rate of pay and the acting rate of pay becomes less than approximately five percent (5%) the employee shall receive a corresponding increase in acting pay, not to exceed Step "9" of the acting salary. The employee's merit review date shall not be affected by acting status unless they are appointed to the position in which they were acting. If such, their review date shall be adjusted to coincide with the date they started in the acting position or as provided for in Section 9.12.F.
- E. If an employee who is receiving acting pay is promoted to permanently fill the position in which he/she is acting, the date from which the employee began receiving acting pay shall be credited to the employee's total time worked in the position.

Following the promotion, the employee's merit increase will be awarded at the conclusion of the technical probationary period, or upon the completion of working one (1) year in the position (including all time he/she was receiving acting pay). All subsequent merit increases will be awarded upon completion of one (1) year in each step.

- F. Employees who believe they have been assigned by management to perform the significant distinguishing duties of a higher classification a majority of the time, who have not been placed in an acting pay status with acting pay as authorized under this provision, may file a written request with the Human Resources Department for a review of the assigned duties.

Employees must make their request for review to the Human Resources Department within thirty (30) calendar days after they first believe they have worked within the higher classification for at least one hundred sixty (160) hours. Requests for review not presented within this thirty (30) calendar day period shall be considered, but the eligibility for retroactive payment will be limited to the 30 calendar days prior to the request for review.

The Human Resources Department will review requests and at the end of the review, if the Human Resources Department determines requirements for acting pay are met, the Agency will either:

1. The Department Manager can approve the acting assignment and approve the retroactive payment to a date established by the Department, in consultation with the Human Resources Department; or
2. The Department Manager can return the employee to their duties within their classification and approve a retroactive payment to a date established by the Department, in consultation with the Human Resources Department.

Similarly, if after a review by the Human Resources Department, if the Human Resources Department determines requirements for acting pay are not met, the employee will be notified, and no further action will be taken.

Section 9.13. - Compensatory Time

- A. Compensatory time, in lieu of monetary overtime compensation, shall be provided, at the discretion of the employee, to regular and probationary non-exempt employees, at a rate equal to one and one-half (1 ½) hours of compensatory time for each hour of overtime worked to be taken as paid time off. Selection of compensatory time vs. overtime pay shall be made by the employee at the time he/she submits his/her timesheet.
- B. All regular and probationary non-exempt employees may accrue up to a maximum of forty (40) hours of compensatory time each calendar year. All compensatory time accrued, but not yet taken as paid time off, (as of pay period twenty-six (26) of the current calendar year), shall be paid to the employee, at his/her current hourly rate of pay in pay period three (3). The forty (40) hour maximum will limit the amount of compensatory time that can be earned in one (1) calendar year. Employees using any part of the forty (40) hour bank may not add any additional compensatory time

to the bank in order to bring the total back to forty (40) hours in the same calendar year. Once an employee has earned forty (40) hours of compensatory time in one (1) calendar year, payroll will pay the employee overtime pay for the hours worked even if the employee has marked compensatory time on his/her time sheet.

- C. In the event an employee is promoted/reclassified from a non-exempt position, in which he/she was eligible for compensatory time, to an exempt position, the employee shall be paid for all compensatory time on the books at the employee's hourly rate of pay as of the end of the last pay period that the employee worked as a non-exempt employee.
- D. The usage of compensatory time shall be approved in advance by the employee's manager and/or supervisor. Compensatory time usage may be denied by supervisory staff and/or management without right to appeal.

Section 9.14. - Shift Differential Pay

Non-exempt employees shall receive a five (5%) hourly rate of pay differential, in addition to the employee's hourly rate of pay, for all hours worked between the hours of 2000 and 0400.

Section 9.15. - Call Back Pay

- A. Whenever an off-duty non-exempt employee is required to return to duty, said employee shall be entitled to not less than two (2) hours of pay computed at the employee's hourly rate of pay.
- B. In instances where the non-exempt employee is called in early to work, said employee shall be compensated for the actual time from when they were called in and shall not receive a minimum two (2) hours.

Section 9.16. - Official Business Pay Authorization

Any non-exempt employee of the Agency may be authorized to attend business and other matters of interest to the Agency outside the Agency area and for time periods which exceed the normal work day on the date of attendance. Employees on such assignment, at the Agency's request, must have prior approval for compensation at his/her hourly rate of pay for the number of hours they would normally work on the day of attendance.

Section 9.17. - Pay Periods

All employees of the Agency shall be paid biweekly. Payroll shall be distributed every other Friday by 10:00 a.m. If a payday falls on a holiday, the payroll will be distributed on the proceeding Thursday. At Thanksgiving, and when Christmas falls on a Thursday, the payroll will be distributed on Friday.

Section 9.18. - Reduction in Pay

If a non-exempt employee reports to work unprepared (i.e., not appropriately attired in uniform) when his/her shift is scheduled to commence, without prior approval, the employee's supervisor may reduce the employee's pay for each minute that the employee is tardy.

For compelling reasons, the supervisor may approve the use of accrued vacation leave for lost time, and may require verification of reason for absence from work; otherwise, the employee shall not be permitted to use any other paid accrued leave in order to receive compensation for the lost time.

Section 9.19. - Promotional Compensation

An employee who is promoted from one classification to a higher classification shall receive a minimum salary increase of approximately five percent (5%) more than his/her current rate of pay, or shall be placed on Step "1" of the range established for his/her new position, whichever higher; however, the employee's salary shall not exceed Step "9" of the new salary range.

Section 9.20. - Direct Deposits

All employees in the Laboratory Unit shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods while an employee changes financial institutions, or final (retirement/resignation/terminations) payrolls.

ARTICLE 10 - BENEFITS

Section 10.01. - Medical Benefits/Life Insurance Plans

A. Health Benefits

The Agency shall contribute the minimum health premium contribution established for contracting agencies by CalPERS or \$133.00, whichever is greater, towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and his/her eligible dependents. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA minimum or \$133.00 whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2018 \$133.00

B. Additional Benefit

The Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$133.00 whichever is greater.

Employee +1 \$1,182.00 effective July 1, 2018 through December 31, 2018

Employee Family \$1,450.00 effective July 1, 2018 through December 31, 2018

- 1) Employee Only and Opt-Outs: For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution from July 1, 2018 through December 31, 2018 shall be \$898.00 minus the PEMHCA contribution under Section A

above. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for him/herself, or is able to show proof that he/she obtains and maintains health insurance through another source for him/herself. The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 3.29, the employee shall not receive this allotment.

- 2) Effective January 1, 2018, and on January 1st of every calendar year thereafter, during the duration of this MOU, any increase in the monthly contributions set forth above shall be based on the "blended rate" of the average increase in premiums, if any, of the two health benefit plans with the most Agency subscribers as of August 1 of the prior calendar month. The "blended rate" shall be calculated by averaging the annual percentage increase and/or decrease of the basic premium rates, as determined by CalPERS, of the two health plans with the most Agency subscribers on December 1 of each calendar year during the duration of this MOU. Any increase in the monthly contributions based upon the "blended rate" shall be capped at 6.5% per calendar year. If the "blended rate" percentage decreases, the then-current medical cap will remain unchanged.
- 3) Effective July 1, 2019, the additional benefit for Employee +1 and Employee Family in Section 10.01.B and the monthly contribution for Employee Only and Opt-Out in Section 10.01B.1 shall increase by twenty-five dollars (\$25).
- 4) Effective July 1, 2020, the additional benefit for Employee +1 and Employee Family in Section 10.01.B and the monthly contribution for Employee Only and Opt-Out in Section 10.01B.1 shall increase by twenty-five dollars (\$25).
- 5) Should an employee's work hours be reduced by 25% or more of his/her normal working schedule due to a light duty assignment and/or doctor's orders for more than twelve (12) weeks or as provided under FMLA, the employee shall receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of the additional benefit.
- 6) Except as provided for in Section 10.01.B.2, an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 7) An Agency-paid \$50,000 life insurance policy is provided to each Unit employee.

- 8) Supplemental Life Insurance is available to employees at their expense through the Agency's life insurance carrier.
- 9) Effective June 24, 2001, the Agency will provide Domestic Partnership health insurance coverage as provided through CalPERS and California State law. The extension of health insurance through CalPERS shall not change or modify any other benefit offered by the Agency unless said benefit is specifically authorized by this MOU.

C. Retiree Health Benefits

The Agency shall contribute the minimum contribution established for contracting agencies by CalPERS or \$133.00, whichever is greater, plus administrative costs towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each annuitant who retired from the Agency through CalPERS and who enrolls in a CalPERS health plan as a retiree. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS.

PEMHCA minimum monthly contribution effective 2018 \$133.00

- 1) Payment for the retiree health insurance benefit of \$133.00 or the minimum PEMHCA contribution, whichever is greater, shall be made directly to CalPERS for the benefit of the retiree each month.
- 2) Only employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of his/her choice without any loss in benefit. If the retiree so chooses to purchase his/her health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for his/her benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.

D. Additional Retiree Longevity Benefits

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$133.00, whichever is greater, according to the chart below who simultaneously retires from the Agency through CalPERS and who is a minimum age of fifty-five (55).

Hire Date	Benefit Level	Minimum Years of Agency Service	Benefit
Before Jan. 1, 1992	Employee and/or eligible dependent(s)	20	50% of applicable Kaiser Rate*
After Dec. 31, 1991	Employee only or surviving spouse	12	50% of applicable Kaiser Rate*

*The applicable Kaiser rate is equal to the rate for the region in which the retiree resides, plus administration costs.

The longevity benefit is available to qualifying retirees whether they enroll in a CalPERS medical plan or not. The retiree will be reimbursed on a monthly basis for his/her retiree longevity benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on reimbursement of retiree longevity benefits.

Section 10.02. - Retirement Plan

- A. Each probationary and regular employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and be subject to such terms and conditions as the Agency, in its sole discretion, may contract with that system.
- B. All PERS member contributions shall be deducted on a pre-tax basis. Said contribution shall not be considered special compensation for calculation of the employee's retirement benefits.
- C. Employees hired after January 1, 2013, and defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Government Code section 7522, *et. seq.*, will receive the 2% @ 62 formula and will pay one half (1/2) of their total normal cost rate as determined by CalPERS.
- D. The Agency contracts with CalPERS for the Pre-retirement Optional Settlement 2 Death Benefit (Section 21548). This benefit provides that, upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected option 2W.
- E. The Agency contracts with CalPERS for the 1 Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member's retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- F. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment.
- G. The Agency has adopted Resolution #2009-4-2 which allows employees who make payments by payroll deduction for CalPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- H. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit Formula (Section 21354.4) for all employees hired prior to January 1, 2012. Employees in this plan will pay the full 8% Employer Paid Member Contribution (EPMC).

- I. The Agency contracts with CalPERS a second tier pension plan for employees hired on or after January 1, 2012 and prior to January 1, 2013, or who are hired after January 1, 2013, but were previously members in CalPERS or a reciprocal retirement system with less than 6 months gap in service, i.e. "classic members" pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula (Section 21354) with three year final compensation. Employees in this plan will pay the full 7% EPMC.

Section 10.03. - Long-Term Disability

All regular employees of the Agency are covered under an Agency paid long-term disability plan with the following elements:

- A. Sixty (60) day elimination period.
- B. Sixty percent (60%) of the first ten thousand dollars (\$10,000) of monthly salary.
- C. The maximum benefit period is determined by the employee's age when disability begins.

The choice of carrier and other plan elements rests with the Agency. The Agency may elect to self-insure the plan.

Section 10.04. - State Disability Insurance Programs

- A. State Disability Insurance (SDI) - Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance fund.
- B. Paid Family Leave Program (PFL) – All California workers who are covered by the State Disability Insurance (SDI) program will also be covered PFL. The PFL program provides a maximum of six (6) weeks of paid family leave benefits for workers who take time off as provided for by State law. Employees who utilize this program are not required to use vacation time prior to receiving benefits. PFL runs concurrently with State and Federal Family Leave.

Section 10.05. - Uniforms

Employees in authorized classifications shall be provided with uniforms.

Section 10.06. - Safety Equipment Stipend

Employees in authorized classifications, as established in the Safety Manual shall be required to wear appropriate safety shoes. Unit members shall be entitled to a three hundred dollars (\$300.00) stipend per fiscal year for appropriate safety shoes and safety equipment, in accordance with the applicable rules of the Safety Manual. The safety equipment stipend shall be paid every twenty-fifth (25th) pay period.

Section 10.07. - Mileage Reimbursement

- A. The Agency shall pay all employees mileage reimbursement in the amount established by the Internal Revenue Service. The employee shall submit a check request to receive reimbursement for mileage costs.
- B. Call Backs. Employees who are called back to work pursuant to the call back provision shall be paid mileage as provided below:
 - 1) If the employee stays to work a scheduled shift after the call back, mileage reimbursement shall not be paid.
 - 2) If the employee returns home after completion of the call back, round-trip mileage reimbursement shall be paid.
 - 3) An employee may decline this mileage reimbursement.
 - 4) This provision does not apply to employees on an extended shift; i.e., called early for normal shift or required to stay longer than a normal shift.

Section 10.08. - Professional Development Stipend

- A. Unit members not on original probation shall be entitled to a professional development stipend of one thousand dollars (\$1000) per calendar year. The professional development stipend shall be paid every twenty-fifth (25th) pay period.

The professional development stipend shall replace the following incentive programs:

- 1. All certification and licensing payments and reimbursements found in Agency Policy A-70 Certification or Licensing.
 - 2. All professional memberships payments and reimbursements.
 - 3. All other certification or license incentive pay, voluntary or required.
- B. Unit members shall no longer be eligible for Agency Policy A-70 Certification or Licensing. This language is meant to supersede all applicable contract language negotiated before June 30, 2021, as well as applicable Agency policy.

Section 10.09. - Safety Glasses

Each member of the Unit shall be provided safety glasses each fiscal year. Prescription lenses, blue light/anti-fog lenses, and the required safety frames may be purchased through an Agency approved vendor or a vendor of the employee's choice. Payment shall be on a reimbursement basis, not to exceed two hundred fifty dollars (\$250), including taxes and/or other fees per fiscal year. In instances where said safety glasses are damaged as a result of other than normal wear and tear associated with the employee's responsibilities at the Agency, the safety glasses may be replaced with prior approval from the employee's Department Manager. Safety glasses must be maintained in complete compliance with the Agency's Safety Manual and applicable Federal and State laws.

Section 10.10. - Educational Reimbursement

The Agency shall reimburse each Laboratory unit member up to five thousand two hundred fifty dollars (\$5250) per fiscal year for the cost of educational expenses that are related to the

employee's work at the Agency in accordance with the Educational Reimbursement program (as stated in Agency Policy No. A-39).

Section 10.11. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

Upon separation from service, all Laboratory Unit employees who participate in the Agency's 401 Governmental Money Purchase Plan & Trust (401a Plan) shall contribute one hundred percent (100%) of paid leave accruals to the 401a Plan up to the annual contribution limit in effect at the time of separation.

Section 10.12 - Wellness Stipend

- A. Unit members not on original probation shall be entitled to a wellness stipend of five hundred dollars (\$500) per calendar year. The wellness stipend shall be paid every twenty-fifth (25th) pay period.
- B. Unit members shall no longer be eligible for Agency Policy A-78 Wellness Program. This language is meant to supersede all applicable contract language negotiated before June 30, 2021, as well as applicable Agency policy.

Section 10.13 - Deferred Compensation

- A. Unit members may borrow against their qualifying 457 plans, if allowed by the plan, subject to the terms and conditions of the deferred compensation plan.
- B. Effective July 1, 2018, The Agency will contribute twenty-five dollars (\$25) per pay period as a matching contribution to a single 457(b) account of each employee who has made an elective deferral of twenty-five dollars (\$25) or more to the plan for that pay period.

ARTICLE 11 - PERFORMANCE APPRAISALS

Section 11.01. - General

The procedures for performance appraisals are set forth as follows:

- A. Each employee will be reviewed by his/her supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.
- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All regular employees shall have a performance appraisal review once a year, to be conducted at the employee's merit review date. Said review shall occur every twelve (12) months from the anniversary of his/her last merit review date unless said employee receives an overall rating of Below Expectations or Unacceptable (See Section 11.01.F).

- D. The due date for a performance appraisal shall be extended by the number of days the employee is actually out on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days (i.e., the employee is off for 31+ days, the date of the appraisal/merit is advanced the number of calendar days the employee is actually out, including the first thirty (30) days). If the employee is off thirty (30) days or less, no adjustment is made.
- E. In cases where no performance appraisal is filed, the employee should contact the Human Resources Department.
- F. All employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall be reviewed ninety (90) days after the Below Expectations or Unacceptable appraisal was received by the employee.

Section 11.02. - Duty of Departments

It is the duty of the Supervisor to evaluate the work accomplishments and conduct of employees, to inform employees of their appraisals in writing, and to provide positive assistance to employees in improving work effectiveness.

Section 11.03. - Employee's Responsibility

It is the responsibility of the employee to meet standards established for work accomplishment and conduct and to strive to improve work effectiveness.

Section 11.04. - Grievance of Performance Appraisal

Any dispute arising out of the content of a performance appraisal may be processed in accordance with the Grievance Procedure up to the level of the General Manager.

Section 11.05. - Demotions

- A. If, in the opinion of an employee's supervisor, the employee is unable to perform duties and responsibilities which are within the requirements of his/her position, the supervisor may recommend a demotion without following the progressive discipline steps. The General Manager, or designated representative(s), shall have the authority to act on such recommendations and accept or reject such a demotion at his/her sole discretion in the best interest of the Agency.
- B. If an employee's classification or position is to be eliminated, in accordance with the Agency's classification plan, the employee may be offered a demotion to a lower classification or position for which the employee possesses the minimum qualifications.
- C. If an employee who is to be demoted has achieved regular status in his/her present position, such status shall be maintained after demotion. When demoted the regular employee's salary shall be adjusted to the salary range of his/her new position, representing a two (2) step salary reduction or Step "9", whichever is lower.
- D. Any demotion to prevent layoff may be reversed when the employee's previous

position is reopened. In the case of preventing a lay-off, the employee being demoted will accept the pay rate of new position.

- E. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.

Section 11.06. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. An employee who receives an overall performance rating of Meets Expectations may be eligible to receive a one (1) step advancement, an employee who receives an overall performance rating of Exceeds Expectations shall be eligible to receive a two (2) step advancement, and an employee who receives an overall performance rating of Outstanding shall be eligible to receive a three (3) step advancement. In no instance shall the advancement place the employee higher than Step "9" of his/her salary range. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall not receive a merit increase
- C. A Meets Expectations performance appraisal will not be considered as justification for automatic advancement for employees who pass original or technical probation. Should an employee not be awarded a step advancement upon conclusion of his/her probationary period, he/she shall be eligible for a step advancement upon completion of one (1) year in the position.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early step advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 9.08F).
- F. Merit adjustments shall become effective as follows:
 - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
 - 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

Section 11.07. - Denial of Step Advancement/Performance

- A. An employee who receives an overall rating of Below Expectations or Unacceptable shall be denied his/her step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to

improve his/her performance shall be provided to and discussed with the employee.

- B. After receiving an overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two 3-month feedback evaluations to attain an overall rating of Meets Expectations or better.
- C. At such time as the merit increase is warranted, a formal appraisal will be prepared and submitted along with a written recommendation to grant the increase. The next step advancement will be contingent upon the completion of twenty-six (26) complete pay periods from the date the step advancement was granted as well as an acceptable level of performance during that period.
- D. At the end of the maximum two 3-month feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, or discipline the employee in accordance with Article 16 as well as the reasons for the recommendation.

ARTICLE 12 - LEAVES OF ABSENCE

Section 12.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the General Manager, or designated representative(s), in writing before the absence, for any purpose, including but not limited to pregnancy, sickness, accident or other casualty, at the convenience of the Agency, provided that the employee returns to work before or at the expiration of such leave of absence or any extension thereof. Special cases will be at the discretion of the General Manager, or designated representative(s). The Agency in granting leaves of absence shall treat alike all participants in similar circumstances.

Section 12.02. - Leave of Absence With Pay

- A. Any supervisor may authorize leave to any employee within the supervisor's department. This includes granting vacation, bereavement, court leave, sick leave or any other leave within the terms of this MOU, except unpaid leaves of absence.
- B. The authority for granting unpaid leaves or non-routine leaves with pay is at the sole discretion of the General Manager, or designated representative(s).

Section 12.03. - Leave of Absence Without Pay

- A. The General Manager, or designated representative(s), shall have the authority to grant leaves of absence without pay. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous regular employment, except in cases where the law provides otherwise. In special cases, the General Manager, or designated representative(s), may waive the two (2) year employment requirement if in the best interest of the Agency.
- B. Unless otherwise provided by law, an employee shall not be eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been

used, and he/she has obtained the prior approval of the General Manager, or designated representative(s).

- C. An employee on inactive status may request, in writing, to continue participation in the Agency's insurance plans, at the employee's own expense for a defined period of time; i.e., until return to work on "active" status, or until a terminating event; i.e. permanent and stationary disability.
- D. An employee granted leave must return to work not later than the start of the first working day following the end of the leave.
- E. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager, or designated representative(s).

Section 12.04. - Holidays

Subject to the conditions specified in this section, the Agency designates the holidays specified as follows:

<u>Holiday</u>	<u>Date</u>	<u>Duration</u>
New Year's Day	January 1st	1 day
Presidents' Day	3rd Monday in Feb	1 day
Memorial Day	Last Monday in May	1 day
Independence Day	July 4th	1 day
Labor Day	1st Monday in Sept.	1 day
Thanksgiving Day & Day After	4th Thursday in Nov	2 days
Christmas Day & Day After	December 25th & 26th	2 days
Floating Holiday	Employee's Choice	5 days per FY

- A. If the holiday should fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday should fall on Sunday, the holiday will be observed on the following Monday. If Christmas falls on Friday, the day after Christmas shall be observed on the following Monday. If Christmas falls on Saturday, it will be observed on the preceding Friday and the day after will be observed on the following Monday. If Christmas falls on a Sunday, Christmas day and the day after shall be observed on the following Monday and Tuesday.
- B. If a holiday occurs on a non-schedule work, the unit member may receive compensation equal to the number of hours of the employee's regular work day (10 hours) at straight time (or may bank the time at the same rate), as long as the employee worked the entire scheduled work day before and after the holiday or was on an approved pay status the entire scheduled day before and after the holiday (i.e. vacation, compensatory time off) and satisfies all other conditions set forth in Section 12.04.D.
- C. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of the following:
 - 1) Appointees whose first day of work would have fallen on the holiday.

- 2) A non-exempt employee scheduled for a normal shift at Agency facilities on a holiday as defined above (with the exception of floating holiday) shall be paid a holiday premium of one and one-half ($1\frac{1}{2}$) times his/her hourly rate of pay for all hours actually worked, in addition to his/her holiday pay. If the day of the observed holiday is different from the day of the actual holiday, only those employees working on the day of the actual holiday shall be entitled to this premium pay. Employees shall be paid this premium pay for hours worked beginning at 12:00 a.m. and ending at 11:59 p.m. on the day of the actual holiday. This premium pay shall be paid to employees for a maximum of one shift, unless an employee is requested to work overtime by his/her supervisor.
- D. The employee must work the entire scheduled work day before and after the holiday or be in approved pay status the entire scheduled day before and after the holiday (i.e., vacation, compensatory time off) in order to receive pay for holiday leave, or holiday premium pay if the employee works on the day of the actual holiday. Unscheduled absences and sick leave shall not count as time worked on the day before and after the holiday. In the event that the day before or after the holiday is the employee's regular flex day, the unscheduled absences and sick leave taken on the day before or after the flex day shall not count as time worked on the day before and after the holiday (e.g., The July 4th holiday is Thursday and the employee's flex day is Friday, the employee must be in an approved paid status on Wednesday and Monday to receive the holiday pay). See Sections 3.31 and 3.32 for definitions of scheduled and unscheduled workdays.
- E. If an employee is scheduled to work the day of the actual holiday, and the employee fails to work any portion or all of the holiday due to illness/injury, and has not provided at least forty-eight (48) hours prior notice, such employee shall not be paid holiday pay for the work time missed. See Sections 3.31 and 3.32 for definitions of scheduled and unscheduled workdays.
- F. For the purposes of holiday compensation, a day shall equal the number of hours that the employee customarily would have worked if not for the holiday.
- G. Employees who work on a recognized holiday may receive compensation equal to time and a half for all hours worked or may convert Holiday Premium worked to vacation accrual at time and a half at the employee's option.
- H. Working assignments on holidays will be voluntary unless no qualified volunteers are forth coming, at which time holiday assignments will be made at the Agency's discretion. If no volunteers are forth coming, two (2) weeks notice will be provided to those employees assigned to work the holiday.
- I. Floating holidays will be credited to each employee on July 1 and must be used by June 30 of the following year. Any remaining time will be forfeited. Floating holidays cannot be used during the Original Probationary period or during the first six (6) months of employment in the event of a one (1) year original probation. An employee on original probation who is not permitted to use his/her floating holiday prior to the end of the pay period corresponding with the last pay date in June shall have his/her pro-rated hours carried over the following fiscal year. Prior approval to take floating holiday must be obtained from the employee's manager. In cases

where an employee must forfeit his/her floating holiday time at the request of the Agency, the employee shall be compensated for his/her unused portion at his/her current hourly rate of pay at the end of the pay period corresponding with the last pay date in June. The amount of floating holiday credited to employees hired or promoted after pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Every effort will be made to allow those Laboratory Unit employees desiring Veteran's Day off, the use of one floating holiday on Veteran's Day (November 11). Once an employee has tendered his/her resignation, he/she shall not be permitted to utilize floating holiday. If he/she gives the Agency 30+ days advance notice of separation, he/she may be permitted to utilize floating holiday. Unused floating holiday time shall not be paid out upon separation from employment.

- J. A one hundred twenty-five dollar (\$125) differential (per holiday), in addition to holiday pay, will be paid to each Laboratory employee who actually works on any of the following holidays: Thanksgiving Day, Christmas Day, and/or New Years.

Section 12.05. - Vacation Leave

All regular and probationary employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue vacation leave but will not be able to use the accrued leave until completion of the original probationary period or completion of first six (6) months of employment in the event of a one (1) year original probation. In case of a family emergency, an employee on original probation shall be permitted to utilize accrued vacation leave. Vacation leave is computed and administered as follows:

- A. All employees shall be entitled to accrue and accumulate vacation leave with pay as follows:

Continuous Months of Service	Continuous Years of Service	Hours Accrued per Pay Period	Hours Accrued per Year	Maximum Accrual
0-60	0-5	3.077	80	160
61-72	6	3.692	96	192
73-84	7	4.308	112	224
85-108	8-9	4.923	128	256
109-180	10-14	6.154	160	320
181-239	15-19	6.769	176	352
240 and thereafter	20+	7.692	200	400

- B. The maximum length of a continuous vacation leave, which is not interrupted by working on the Agency's behalf, shall be equal to twenty (20) working days.
- C. Vacation leave periods which exceed the limits specified in Paragraph B above, must be approved in writing by the General Manager, or designated representative(s), and in the best interest of the Agency.
- D. Vacation leave shall be limited to those days already earned by the last day of the

vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager, or designated representative(s).

- E. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.
- F. In cases where an employee forfeits vacation leave time at the request of the Agency, upon approval of the General Manager, said employee shall be compensated for forfeited vacation leave time at the employee's current hourly rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/her vacation or to avoid any conflicts.
- G. Employees who are on vacation leave shall be compensated at their current hourly rate of pay.
- H. Vacation leave shall be pre-approved by the employee's supervisor. The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence.
- I. All regular and probationary employees who leave Agency employment shall be compensated for all vacation leave time accrued but not yet taken to the maximum of the vacation leave the employee is entitled to accrue. Compensation shall be at the employee's hourly rate of pay at the time of separation.
- J. An employee who is on Unpaid Status, as defined in Section 3.29, shall not accrue vacation leave.
- K. Should an employee become ill or injured while on vacation leave, the employee shall be entitled to use sick leave upon approval of the employee's supervisor. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick leave benefits.
- L. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the vacation accrual rates outlined in Section 12.05.A. Vacation accrual rates will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

Accrual rate ÷ 80 hrs/pay period = adjusted accrual rate
Adjusted accrual rate x hrs paid = reduced accrual amount

For example: An employee in his/her 30th month of employment, who is receiving pay for 43 hours in a pay period, shall accrue vacation at the following rate:

$3.077 \div 80 \text{ hrs/pay period} = 0.0385$
 $0.0385 \times 43 \text{ hours} = 1.6555$

In this example, the employee would accrue 1.655 hours of vacation, rather than the regular amount of 3.077, for this pay period.

- M. Vacation Leave Cash Out. During March of each year or as approved by the General Manager, an employee may, at his/her option, request to convert up to a maximum of seventy percent (70%) of his/her respective annual vacation leave

accrual to receive a cash payment at his/her current rate of pay: provided that he/she has used at least thirty percent (30%) of his/her respective annual vacation leave accrual during the previous twenty-six (26) pay periods.

Hours Accrued per Pay Period	Hours Accrued per Year	Minimum Hours Used (30%)	Maximum Hours Cash-Out (70%)
3.077	80	24	56
3.692	96	29	67
4.308	112	34	78
4.923	128	38	90
6.154	160	48	112
6.769	176	53	123
7.692	200	60	140

- 1) It is the employee's responsibility to track his/her own accruals and make a written request for said conversion by the conclusion of the last pay period in March or as approved by the General Manager. A payroll stuffer will be sent out to all employees during the last pay period in February or as approved by the General Manager reminding employees of this option.
- 2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April or as approved by the General Manager.
- 3) Qualification for vacation leave cash out shall be based on:

Year	Accrual Rate as of:	Usage Timeframe	Cash-Out Pay Date
2022	February 9, 2022	2/21/21 - 2/19/22	April 12, 2022
2023	February 8, 2023	2/20/22 - 2/18/23	April 10, 2023
2023	February 20, 2024	2/19/23 - 2/17/24	April 9, 2024

or as approved by the General Manager.

- 4) Cashing out of vacation leave accrual shall only be available to employees who have completed thirty-six (36) months of service with the Agency as of the end of the pay period corresponding with the last pay date in February.

Section 12.06. - Sick Leave

All regular employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue sick leave time; however, such employees will not be able to use the accrued leave until

completion of the original probationary period or the first six (6) months in the event of a one (1) year original probation period, except in emergency situations when approved in writing by the General Manager, or designated representative(s). Should an employee fail to complete the original probationary period, any advance of sick leave shall be deducted from the employee's final pay.

Paid sick leave is a privilege the Agency grants to employees to allow the continuation of pay and fringe benefits in case of personal (or family) illness and, as such, its usage should not be abused. Maintaining good attendance is a condition of employment and an essential function of your job. To minimize hardships that may result from illness or injury, the Agency provides sick time benefits in case of personal (or immediate family) illness/injury. However, periodic sick leave taken on a repeated basis may be viewed as abuse of the system. It is your responsibility to establish legitimate illness or injury to receive sick leave pay. This leave time is computed as follows:

- A. All regular and probationary employees shall accrue sick leave time at the rate of 3.692 hours per pay period or equivalent to ninety-six (96) hours per anniversary year.
- B. Regular employees shall be permitted to expend accrued sick leave time for the following reasons:
 - 1) Employee is suffering illness or injury.
 - 2) Employee is placed on quarantine due to exposure to contagious disease.
 - 3) Employee requires medical treatment or examination including, but not limited to, health, dental, or vision.
 - 4) Illness or injury in the employee's immediate family. (See Section 3.10.A)
 - 5) To care for individuals who permanently reside in the employee's residence. The use of sick leave for this purpose shall not activate any other benefit(s) related to sick leave or medical benefits.
 - 6) Special cases require approval of the General Manager, or designated representative(s).
- C. An employee who is ill or injured may be required to take sick leave if, in the opinion of the employee's supervisor, the employee or co-workers are being exposed to the hazard of illness or injury.
- D. Any employee who needs to take advantage of sick leave benefits shall notify his/her supervisor prior to or at the start of the employee's work shift on each day (unless he/she has submitted a physician's off work order, or made prior arrangements with his/her immediate supervisor) when such benefits are desired. Failure to comply with this requirement may result in loss of benefits for the work shift in which proper notification was not provided.
- E. No employee is entitled to receive sick leave or benefits from the Agency for any condition arising from or due to employment or business dealings, other than Agency employment, that is undertaken for monetary gain or other consideration.

- F. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick or injury leave benefits including requiring verification by the employee's attending physician, dentist or other involved medical practitioner. Any sick leave periods for illness or injury which are three (3) or more consecutive work days in duration must be accompanied with a fitness for duty verification by the employee's physician, dentist or other involved medical practitioner. If reasonable cause exists, and with the approval of the Manager of Human Resources or his/her designated representative(s), the Agency may require verification from the employee's medical practitioner for absences of less than three (3) days.
- G. All regular and probationary employees may accrue sick leave to an unspecified maximum amount and all accumulated accruals may be carried from one anniversary year to the next.
- H. An employee who is recognized under the terms of this section as ill or injured shall use all accrued sick leave and vacation leave to receive compensation for the time that such illness or injury requires the employee to be absent from work (also see Section 12.03B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave and vacation leave.

- I. Sick leave benefits shall be limited to the accumulated sick leave the employee has accrued by the end of the employee's sick leave period. No sick leave benefit will be paid in advance.
- J. Employees who resign, or are laid off from Agency employment after being employed by the Agency for five (5) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

<u>YEARS</u>	<u>MAXIMUM MAX REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	25%
6	360	25%
7	400	25%
8	440	25%
9	480	25%
10	544	50%
11	608	50%
12	672	50%
13 & thereafter	736	50%

Employees who are terminated from the Agency for cause, or who resign/retire in lieu of termination (must have been served with letter from Agency of intention to terminate employment), shall not receive this benefit.

- K. When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, and retires from the Agency and the California Public Employees Retirement System (CalPERS), the employee shall be

compensated for accumulated, unused sick leave based on the years of service as indicated below.

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	50%
6	360	50%
7	400	50%
8	440	50%
9	480	75%
10	544	75%
11	608	75%
12	672	100%
13 & 14	736	100%
15 through 19	770	100%
20 and thereafter	850	100%

L. An employee who is on Unpaid Status as defined in Section 3.29 shall not accrue sick leave.

M. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to accrue sick leave at the rate of 3.692 hours per pay period. The sick leave accrual rate will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

$$3.692 \div 80 \text{ hrs/pay period} = 0.0462$$

$$0.0462 \times \text{hrs paid} = \text{reduced accrual amount}$$

For example: An employee who is receiving pay for 43 hours in a pay period, shall accrue sick leave at the following rate:

$$0.0462 \times 43 \text{ hours} = 1.9866$$

In this example, the employee would accrue 1.986 hours of sick leave, rather than the regular amount of 3.692, for this pay period.

N. Employees shall be entitled to use up to 80 hours of accrued sick leave during any rolling 12-month period for absences that qualify as “bonding” leave under the Family Medical Leave Act and/or the California Family Rights Act. Only employees eligible for “bonding” leave under these laws may utilize up to 80 hours of sick leave for such absences.

Section 12.07. - Sick Leave Buy Back

Each November, an employee may, at his/her option, convert up to a maximum of ninety-six (96) hours of accrued sick leave to receive up to a maximum of seventy-two (72) hours cash at his/her current rate of pay; provided that at least four hundred eighty (480) hours of accrued sick leave remain on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by 1 1/3 hours.

Year	Accrued Hours as of:	Request for Buy Back Deadline	Buy Back Pay Date
2021	October 16, 2021	November 12, 2021	December 3, 2021
2022	October 15, 2022	November 11, 2022	December 2, 2022
2023	October 14, 2023	November 10, 2023	December 1, 2023

- A. Payment shall be made to qualified employees on a separate check f from payroll on the first pay date in December.
- B. To receive payment for the buy back of sick leave the individual must be a current employee on the day actual payment is made.

Section 12.08. - Bereavement Leave

- A. In the event of a death in the employee's immediate family (see Section 3.10.A), the employee shall be granted up to five (5) work days paid bereavement leave.
- B. In the event of a death in the employee's extended family (see Section 3.10.B), the employee shall be granted up to three (3) work days of paid bereavement leave to attend funeral or related services.
- C. All authorized bereavement leave shall be charged against the Agency's bereavement bank.
- D. Agency employees may also be excused by immediate supervisors to attend the funeral of a deceased Agency employee who was an active employee at the time of death, without loss of pay.
- E. Vacation time can be used to attend the funeral of a person not included in the definition of immediate/extended family (see Section 3.10) or a former Agency employee.

Section 12.09. - Industrial Injury Leave

Any employee who is injured within the scope of employment with the Agency will receive workers' compensation benefits as provided for under the California Labor Code.

Section 12.10. - Jury and Court Leave

- A. Jury Leave - Any employee who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to receive normal salary for a maximum of one hundred (100) work hours, in any one calendar year provided any and all consideration (except mileage) received for such service is relinquished to the

Agency. If the employee receives pay from the court for time served on a day that would have been a scheduled day off for the employee, he/she may retain any compensation paid by the court for that day. Under special circumstances the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities.

Upon return from jury or court leave, the employee shall present a certificate of service to his/her supervisor. If the employee is excused by the court at least three (3) hours prior to the end of his/her shift, the employee shall be required to report to work.

The employee shall provide a minimum of ten (10) working days notice prior to the date he/she is summoned to serve as a trial juror or witness to his/her supervisor in order for the supervisor to make arrangements to cover his/her normal shift.

- B. Court Leave - Pursuant to Government Code Section 1230.1, an employee who is subpoenaed to appear in court as a witness shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness.

Section 12.11. - Military Leave

- A. Military leave is a temporary leave of absence for ordered military training or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or Congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.
- B. The Agency shall comply with all federal and state laws relative to military leaves.

Section 12.12. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

The Agency shall comply with all federal and state laws relative to pregnancy disability leave.

Any employee, who plans to take a leave of absence pursuant to this section, shall give the Agency reasonable notice of the date such leave shall commence and the estimated duration of such leave.

If the employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the pregnancy, with the written advice of her treating physician, the Agency will grant the request where such transfer can be reasonably accommodated.

Section 12.13. - Longevity Leave

Employees shall receive the following paid leave hours on the employees' designated anniversary dates:

Year of Service	Hours of Leave
10	40
15	60
20	80
25	100
30	100
35	100

Longevity leave shall apply only to the employment year indicated and shall not carry over to intermediate years.

Section 12.14. - Leave of Absence to Vote

Employees who are registered voters may claim necessary time off to vote at elections as follows:

If an employee does not have sufficient time outside of working hours to vote at an election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Agency at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this section.

Section 12.15. - Payment of Accrued Leave

Upon the death of an active employee, all wages earned in addition to all accrued vacation leave, sick leave and/or compensatory time shall be paid in accordance with the guidelines set forth in this MOU which apply to other types of employment separation. Such benefits shall be payable to the employee's beneficiary if designated, or if not, the employee's survivor(s) as follows:

- A. Spouse; or, if none,
- B. Child(ren); or, if none,
- C. Employee's estate.

ARTICLE 13 - SEPARATION FROM SERVICE

Section 13.01. - Layoff

- A. The following procedures shall be followed for any proposed layoff for the Unit.

- 1) The Agency will meet and confer regarding the impact of any proposed layoff.
- 2) If layoffs are put into place, they will be effected by reverse seniority order (last hired, first laid off) by Unit.
- 3) Seniority is defined as time since the original hire date with the Agency by Unit.
- 4) If a more senior employee is targeted for layoff, he/she may bump a less senior employee so long as he/she is qualified for the position being bumped to.
- 5) If an employee is separated from the Agency because of layoff, he/she shall have first rights of rehire for a period of three hundred sixty-five (365) calendar days to any position for which he/she is qualified for. If the employee fails to respond within fourteen (14) calendar days to a certified notice of rehire, he/she shall be deemed to have waived this right of rehire.

- B. Employees being laid-off shall receive four (4) weeks (20 working days) notice and shall receive two (2) days of severance pay for every complete year of service for the Agency, up to a maximum of four (4) weeks. Severance pay shall be paid at the employee's current rate of pay.

Section 13.02. - Resignation

An employee who wishes to leave the Agency's employment in good standing should file a written resignation with his/her supervisor at least two (2) weeks prior to the date of resignation.

ARTICLE 14 - EMPLOYEE CONDUCT

Section 14.01. - Peaceful Performance of Duties

Members of the Unit may only participate in labor actions as provided for under State and/or Federal law or as provided for by a court of competent jurisdiction.

Section 14.02. - Recognition of Boycotts

While on duty no employee shall support, instigate, or honor any boycott impressed on any company, agency, individual or employer, which the Agency normally deals with or provides services to.

Section 14.03. - Outside Employment

Full-time Agency employees may not carry on concurrently with their public service any private business or undertaking, attention to which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the Agency. Outside employment must be authorized in writing by the supervisor and the General Manager, or designated representative(s).

Section 14.04. - Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon Inland Empire Utilities Agency.

Section 14.05. - Financial Affairs

Employees shall be required to conduct their personal financial affairs in such a manner that creditors and collectors will not have to make use of the Agency offices or employee times for the purpose of collecting legal debts.

Section 14.06. - Employees Acting as Agents of the Agency

Any employee who is required by the duties assigned to his/her position to act as an agent of the Agency shall not be empowered or authorized to bind the Agency to any expressed or implied contract. Any contract or offers that an agent of the Agency negotiates with a third party shall be subject to ratification by the Agency prior to acceptance. Any commitments made by an agent of the Agency shall be approved by the Agency prior to being consummated.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.01. - General

- A. A grievance is an alleged violation, misinterpretation, inequitable application or noncompliance of Agency ordinances, resolutions, policies, and/or provisions of the MOU of a non-disciplinary nature. Refer to Article 16, Disciplinary Actions and Appeals Procedures, for disciplinary appeals.
- B. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- C. An employee may select another person as his/her representative to assist the employee in processing a grievance at any step in the grievance procedure.
- D. In a hearing or meeting called to resolve a grievance, up to one (1) employee, in addition to the employee instituting the grievance, may be excused from work, with the exception of those called as witnesses, when both parties agree they are necessary to determine certain facts. In all instances, the supervisor, and/or Department Manager of the employee who has filed a grievance may be present. Names of Agency employees requesting pay for attendance to a hearing or meeting should be given to the Manager of Human Resources three (3) working days prior to the hearing/meeting.
- E. A grievance shall be prepared on the employee's personal time, not during working hours.
- F. Organizational channels shall be utilized at all times during the grievance process.
- G. No individual member of the Board of Directors may be approached by the employee, or his/her representative, at any time regarding a grievance.

- H. The failure to process a grievance within the time limits set forth in this Article shall cause the grievance to be deemed settled in accordance with the Agency's last reply.
- I. Any time limit may be extended upon the mutual agreement of both parties.
- J. An employee shall initially attempt settlement of a grievance at the employee-supervisor level.
- K. All grievances shall be treated as confidential by all parties, and no publicity will be given until the final resolution of the grievance.
- L. An employee's grievance must be submitted within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.

Section 15.02. – Purpose

- A. To promote harmonious labor relations by establishing procedures on grievance matters.
- B. To provide that grievances shall be settled as near as possible to the point of origin.
- C. To provide that the grievance procedure shall be as informal as possible.

Section 15.03. – Procedure

- A. Grievances involving salaries, promotions, and performance appraisals may be processed up through Step 3 of this procedure.
- B. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.
- C. The following procedures outlined herein constitute the steps necessary to address an employee's grievance:

Step 1:

- a. An employee's grievance must be submitted to the Manager or Human Resources or designee within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
- b. A meeting with the employee, Union Representative (if the employee chooses), the Supervisor or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager or Human Resources or designee. The Supervisor or designee will give their written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the presentation of the grievance and the giving of such answer will conclude Step 1. Should the Supervisor or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 2:

- a. If the grievance is not resolved in Step 1, the employee may proceed to Step 2. The employee will submit their grievance to the next level Management Representative, typically the Department Manager or designee by the end of the eighth (8) business day following the decision in step 1. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- b. A meeting with the employee, Union Representative (if the employee chooses), the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 2. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 3:

- a. If the grievance is not resolved in Step 2, the employee may proceed to Step 3. The employee will submit their grievance to the next level Management Representative, typically the Executive Manager or designee by the end of the eighth (8) business day following the decision in step 2. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- b. A meeting with the employee, Union Representative (if the employee chooses), the Executive Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Executive Manager or designee. The Executive Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 3. Should the Executive Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.
- c. Grievances involving salaries, promotions, and performance appraisals shall not be continued beyond Step 3.

Step 4:

- a. If the grievance is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their grievance to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.

- b. A three-person committee will be organized by the Manager of Human Resources or designee. The three-person committee shall consist of; one (1) Association Representative selected by the Association, one (1) Management Representative selected the Agency, and one (1) Management Representative selected by mutual agreement, by the Association Representative and the Management Representative.
- c. A meeting with the employee, Union Representative (if the employee chooses), a representative from the Human Resources department, and the three-person committee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager of Human Resources or designee. The three-person committee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 4. Should the three-person committee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 5:

- a. If the grievance is not resolved in Step 4, the employee may proceed to Arbitration. The employee will submit their grievance to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 4. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.

Arbitration:

- a. As soon as possible and in any event not later than thirty (30) calendar days after the Agency has received written notice of the desire to arbitrate, the parties shall agree upon an arbitrator. If no Agreement is reached within said thirty (30) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the California Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- b. When timeliness is at issue, the arbitrator shall first decide on the timeliness issue. If the arbitrator determines that timelines were not adhered to, the arbitration shall not proceed further with a determination on the merits of the dispute. However, if the arbitrator determines that timelines were followed, the arbitrator may proceed to make a determination on the merits of the dispute.
- c. Either the Agency or the Association may call any employee as a witness, and the Agency agrees to release said witness from work if they are on duty. If an employee witness is called by the Agency, the Agency will reimburse them for time lost. Should the witness list create an operational hardship for the Agency, the Association and Agency shall mutually agree on an appropriate remedy.
- d. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other and applicable briefs.
- e. The decision of the arbitrator within the limits herein prescribed shall be final and binding

upon the parties to the dispute.

- f. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency.
- g. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.
- h. The Agency shall pay for the Unit's cost of one (1) arbitration, from July 1, 2021 – June 30, 2023. This does not include legal fees, but rather it shall cover the fees of the Arbitrator. This includes arbitrations stemming from disciplinary appeals.

ARTICLE 16 - DISCIPLINARY ACTIONS AND APPEALS PROCEDURES

No disciplinary action may be imposed on any employee covered by this MOU, with the exception of oral counseling, until said action has been reviewed by the Human Resources Department. In the event of a serious infraction, some or all steps of progressive discipline can be bypassed. The type of discipline imposed will be based upon the seriousness of the event and will be evaluated by the Department, in consultation with the Human Resources Department.

Section 16.01. - Types of Discipline

Where appropriate, discipline imposed by the Agency may consist of one or more of the following:

- A. Oral Counseling. Instruction to the employee by the employee's supervisor to correct workplace behavior or performance.
- B. Oral Reprimand. A warning from the employee's supervisor to the employee to correct workplace behavior or performance which is documented as having occurred.
- C. Written Reprimand. A written notice from the employee's supervisor to the employee that the employee must correct workplace behavior or performance or be subject to more serious disciplinary action.
- D. Suspension. The temporary separation from service of an employee without pay for disciplinary reasons.
- E. Reduction in Pay. A decrease in an employee's pay to a lower step within the employee's current pay range for a specified period of time.
- F. Demotion. An involuntary moving of an employee to a lower-paying classification or position for disciplinary reasons. Failure to meet the requirements of promotional (technical) probation is not considered a disciplinary demotion.
- G. Termination. The discharge, for cause, of an employee at the discretion of the Agency.

Section 16.02. - Conduct Leading to Disciplinary Action(s)

Following are **EXAMPLES** of conduct which could result in disciplinary action up to and including termination. This list is not exhaustive, and employees may be disciplined for other inappropriate activities or behavior:

- A. Absenteeism. Excessive unscheduled absences from the workplace.
- B. Tardiness. Arriving late for work, leaving work early without approval of the employee's supervisor, taking excessively long break and/or lunch periods.
- C. Job Abandonment (see Section 3.12).
- D. Violation of Agency/Division/Department Rules and/or Policies.
- E. Uninsurability. Becoming uninsurable by the standards of the Agency's automobile insurance program for any reason if insurability is an essential requirement of the employee's job.
- F. Use of Work Phone and/or Personal Cell Phone for Personal Business. The excessive receipt or placement of non-emergency personal telephone calls during working hours.
- G. Reading Non-Work Related Material During Work Hours.
- H. Discourteous Treatment of the Public or Other Employees.
- I. Violation of MOU Provisions.
- J. Conduct Outside Working Hours. Any conduct outside of working hours that would have an adverse impact on the employee's job, would be injurious to the interests of the Agency, would be in a manner incompatible with the due and faithful discharge of the employee's duties or would be significantly prejudicial to the reputation of the Agency.
- K. Failure To Perform Job. Failure to perform assigned tasks that are within the scope of the employee's position in an effective and timely manner.
- L. Fraudulent Actions. Falsifying employment applications, timecards, production records, overtime sheets, or other work records or the practice of fraud of any type.
- M. Mishandling/Maintenance of Agency Materials or Equipment. Careless, negligent or intentional mishandling of any Agency property, vehicles, materials or equipment or failure to maintain equipment assigned to the employee for use or operation.
- N. Careless or Negligent Actions. Careless, negligent, abusive or other actions that endanger or threaten to endanger the employee or other employees or the public including placing the Agency in a position of liability for the damage or injury to another person or their property.
- O. Violation of the Provisions of the Agency's Safety Manual.

- P. Sleeping on the Job.
- Q. Illegal Strike Against the Agency. Participating in an illegal strike, work stoppage or slow down against the Agency.
- R. Violations of Laws. A violation of any municipal, county, State or Federal law by an employee while acting as an agent or employee of the Agency.
- S. Carrying a firearm or other weapon while on Agency owned or controlled property or while on duty.
- T. Willfully or negligently damaging Agency property.
- U. Criminal Conduct. The commission of a felony or a misdemeanor committed during the course of employment, which jeopardizes the Agency's property, security, or its public reputation, the interests of the other employees, or results in the employee not being available for work. Also, the commission of a felony or a misdemeanor committed during the employee's off-duty hours which is related to the employment relationship between the Agency and the employee which significantly prejudices any one of these interests.
- V. Disruption of Agency business through willful misconduct.
- W. Altercations with a member of the public or another employee during working hours or while on Agency owned or controlled property.
- X. Action by or behavior of the employee which presents a danger to the safety or welfare of the employee, co-workers, or the public.
- Y. Sexual activity on the job.
- Z. Release of confidential information (i.e., Unauthorized release/distribution of confidential material/data, unauthorized opening of confidential/personal material data).
- AA. Insubordination. An employee's refusal or failure to obey a directive from a designated supervisor or to comply with an established work procedure. Under certain circumstances, use of objectionable language or abusive behavior toward supervisors may be deemed insubordination when it directly challenges or undermines management's authority.
- BB. Theft or misappropriation of any property or funds of the Agency or its employees.
- CC. Possess, sell, buy, distribute, offer to possess, sell, buy, distribute, or use, or having in the employee's system, any illegal or purported to be illegal substance, alcohol, or any legal drug or substance not properly obtained by the employee while on or about Agency time and/or property. Reference Agency Policy A-63, Drug/Alcohol Free Workplace.

Section 16.03. - Administrative Leave

- A. The Agency reserves the right to place any employee on paid administrative leave with pay pending an investigation of his/her acts, or failure to act, which may be grounds for disciplinary action. The placement of an employee on paid administrative leave is not a disciplinary act. The employee shall be considered as being on a paid leave of absence for purposes of pay, benefits, and seniority.

Section 16.04. - Agency Authority

- A. The Agency retains full authority for discipline and discharge. The Agency agrees that employees will only be disciplined for just cause, and that the principles of progressive discipline, where possible and reasonable, will be followed.
- B. It is understood that based on individual circumstances, and/or the nature or severity of an alleged violation, progressive discipline steps may be repeated or, in some cases, bypassed.

Section 16.05. - Employee's Receipt

Employee's receipt of any and all notices shall be defined as the date the notice was sent electronically via Agency email or hand delivered.

Section 16.06. - Pre-Disciplinary Procedure and Disciplinary Appeal Procedure

A. Pre-Disciplinary Procedure:

If an employee is to be suspended for thirty-one (31) hours or more, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least eight (8) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any materials, reports or other documents upon which the intended action is based.
3. Be afforded the right to respond orally or in writing within eight (8) calendar days to the intended charges. Employee response shall be in accordance with the section below.
4. Be afforded the right to meet or schedule a meeting within eight (8) calendar days with the Agency's Skelly meeting reviewer. The Agency's Skelly meeting reviewer will be a representative from the Agency's management team, who is reasonably impartial and uninvolved from the underlying facts and circumstances of the employee.
5. Be given the written decision of the Agency Skelly meeting reviewer prior to the effective date of the disciplinary action and the giving of such written decision will conclude the pre-disciplinary procedure. Such action may not include discipline more severe than that described in the notice of intent; however, the Agency may reduce such discipline without the issuance of a further notice of intent.

B. Employee Response:

The employee shall be entitled to respond, orally or in writing, to the notice of intended action described above. Such response must be in accordance with the steps in the pre-disciplinary procedure. After review of the employee's timely response, if any, the Agency shall notify the employee of any action to be taken. If the employee chooses to respond orally, the employee may request and, if such request is made, have present a Union representative.

C. Disciplinary Appeal Procedure:

Disciplinary actions of oral counseling and oral reprimands shall not be eligible for the disciplinary appeal procedure.

Time limits for filing formal disciplinary appeals and their corresponding appeals, may be extended by mutual agreement of the parties. The mutual agreement of the parties shall be document in writing.

Step 1:

- a. An employee's disciplinary appeal must be submitted to the Manager of Human Resources, or designee within eight (8) business days after the issuance of the discipline. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the Disciplinary Appeals Procedure.
- b. A meeting with the employee, Union Representative (if the employee chooses), the Management Representative, typically the Deputy Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Management Representative, typically the Deputy Manager or designee. The Management Representative, typically the Deputy Manager or designee will give their written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the presentation of the disciplinary appeal and the giving of such answer will conclude Step 1. Should the Management Representative, typically the Deputy Manager or designee, fail to respond within the allotted timeframe, the employee may proceed to the next step.
- c. A disciplinary appeal of a written reprimand shall not be continued beyond Step 1. However, the employee may attach a written rebuttal to the written reprimand. The employee's written rebuttal must be submitted by the end of the eighth (8) business day following the written response from the Management Representative, typically the Deputy Manager or designee.
- d. Disciplinary actions of suspension of thirty-one (31) hours or more, reduction in pay, demotion or discharge may waive Step 1. The disciplinary appeal to the Department Manager of Human or designee, should include the employee's preference to start at Step 1 or Step 2.

Step 2:

- a. If the employee's disciplinary appeal is not resolved in Step 1, the employee may proceed to Step 2. The employee will submit their disciplinary appeal to the next level Management

Representative, typically the Department Manager or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business days period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.

- b. A meeting with the employee, Union Representative (if the employee chooses), the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 2. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 3:

- a. If the employee's disciplinary appeal is not resolved in Step 2, the employee may proceed to Step 3. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Executive Manager or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- b. A meeting with the employee, Union Representative (if the employee chooses), the Executive Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Executive Manager or designee. The Executive Manager or designee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 3. Should the Executive Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 4:

- a. If the employee's disciplinary appeal is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their disciplinary appeal to Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- b. A three-person committee will be organized by the Manager of Human Resources or designee. The three-person committee shall consist of; one (1) Association Representative selected by the Association, one (1) Management Representative selected by the Agency, and one (1) Management Representative selected by mutual agreement, by the Association Representative and the Management Representative.

- c. A meeting with the employee, Union Representative (if the employee chooses), a representative from the Human Resources department, and the three-person committee will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Manager of Human Resources or designee. The three-person committee will give a written answer to the employee and Union Representative, if applicable, by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 4. Should the three-person committee fail to respond within the allotted timeframe, the employee may proceed to the next step.
- d. An appeal of discipline in the form of a suspension of thirty (30) hours or less shall not be continued beyond Step 4. However, the employee may attach a written rebuttal to the suspension of thirty (30) hours or less. The employee's written rebuttal must be submitted by the end of the eighth (8) business day following the written response from the Management representative.

Step 5:

- a. Only disciplinary actions of suspension of thirty-one (31) hours or more, reduction in pay, demotion or discharge are appealable to Step 5.
- b. If the disciplinary appeal is not resolved in Step 4, the employee may proceed to Arbitration. The employee will submit their disciplinary appeal to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 4. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.

Arbitration:

- a. As soon as possible and in any event not later than thirty (30) calendar days after the Agency has received written notice of the desire to arbitrate, the parties shall agree upon an arbitrator. If no Agreement is reached within said thirty (30) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the California Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- b. When timeliness is at issue, the arbitrator shall first decide on the timeliness issue. If the arbitrator determines that timelines were not adhered to, the arbitration shall not proceed further with a determination on the merits of the dispute. However, if the arbitrator determines that timelines were followed, the arbitrator may proceed to make a determination on the merits of the dispute.
- c. Either the Agency or the Association may call any employee as a witness, and the Agency agrees to release said witness from work if they are on duty. If an employee witness is called by the Agency, the Agency will reimburse them for time lost. Should the witness list create an operational hardship for the Agency, the Association and Agency shall mutually agree on an appropriate remedy.
- d. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the

evidence and arguments presented to them by the respective parties in the presence of each other.

- e. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- f. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency.
- g. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.
- h. The Agency shall pay for the Unit's cost of one (1) arbitration, from July 1, 2021 – June 30, 2023. This does not include legal fees, but rather it shall cover the fees of the Arbitrator. This includes arbitrations stemming from grievances.

ARTICLE 17 - RULE MAKING AUTHORITY

Section 17.01. - General

The General Manager, or designated representative(s), may adopt and administer personnel rules and regulations which are supplementary to and consistent with the terms set forth in this MOU and the policies of the Agency.

ARTICLE 18 - NOTICE

Section 18.01. - General

Within ninety (90) working days of the adoption of this MOU (Years 2018-2021), a copy shall be presented to each Laboratory Unit employee of the Agency, and to each newly hired Laboratory Unit employee at the time of appointment.

ARTICLE 19 - Association Dues Deduction

Section 19.01. - Exempt Position

Any Biologist hired or promoted after July 1, 2001, shall be an exempt employee, and thus not subject to overtime compensation.

Section 19.02. - Maintenance of Membership

- A. During the term of this MOU, the Agency agrees to collect Association Dues, through payroll deduction. The Agency shall be held harmless by the Association in performing this responsibility.
 - 1) The Agency shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.

- a. At the direction of a recognized employee organization, the Agency may deduct dues from the paychecks of consenting members of the organization. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the Agency. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the Agency of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.
 - b. The Agency agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.
 - c. The Association is responsible for providing the Agency with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.
 - d. Dues withheld by the Agency shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.
 - e. If dues deduction would result in a negative balance for an employee, the dues will not be withheld, and the Association will be notified.
 - f. The Association shall refund to the Agency any amounts paid to it in error upon presentation of supporting evidence. The Agency will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.
- B. The Agency shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the Agency shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.
 - C. The Agency shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.
 - D. The Association shall indemnify, defend, protect and hold harmless the Agency and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the Agency made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the Agency made in reliance on the information provided by the Association.

ARTICLE 20 - CONTRACT TERM

Section 20.01. - General

- A. This MOU shall be effective as of July 1, 2021, and shall remain in full force and effect through June 30, 2024, or until a successor MOU is implemented after meeting and conferring.
- B. During the term of this MOU through June 30, 2024, if the Agency provides any other bargaining units additional Deferred Compensation adjustments greater than contained in this MOU, then the Agency shall adjust this MOU to make is consistent with the changes in the other MOU.
- C. Upon ratification by the Board, all bargaining unit employees on the Agency's payroll on July 1, 2021, shall receive a one-thousand-dollar (\$1,000) bonus. This bonus shall be paid on an off cycle electronic payment.

IN WITNESS WHEREOF, the parties have executed this agreement, by their duly authorized representatives, on the day and the year first above written.

Laboratory Unit

Inland Empire Utilities Agency

Krystle Suetani
Association President

Shivaji Deshmukh P.E.
General Manager

Milena Martinez
Association Representative

Matthew Solis
Association Representative

*A Municipal Water District