

MEMORANDUM OF UNDERSTANDING

COACHELLA VALLEY WATER DISTRICT

AND

**ASSOCIATION OF SUPERVISORY SUPPORT
EVALUATION TEAM**

July 1, 2011 to June 30, 2013

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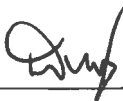
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MEMORANDUM OF UNDERSTANDING BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND ASSOCIATION OF SUPERVISORY SUPPORT EVALUATION TEAM

The Coachella Valley Water District (the District) recognizes Association of Supervisory Support Evaluation Team (ASSET) as the exclusive employee representative for the supervisors unit of the District.

I. TERM OF MEMORANDUM

The provisions of this memorandum shall become effective after ratification by the ASSET membership of the District and the approval by the Board of Directors of the District through June 30, 2013. Specific sections designate effective dates subsequent to the effective date of this memorandum.

2. SALARY ADJUSTMENTS

2.1 YEAR 1

- A. Effective the pay period after the ratification by the Board of Directors of this Agreement an increase in the pay schedule of 2% (two percent).
- B. No merit increases effective fiscal year July 1, 2011 – June 30, 2012.
- C. Promotions will be allowed.


2.2 YEAR 2

- A. Effective the first pay period in July 2012, the District will increase the salary schedule by 2% (two percent).
- B. No merit increases effective fiscal July 1, 2012 – June 30, 2013.
- C. Promotions will be allowed.

3. RETIREMENT

- A. Effective the beginning of the first pay period after ratification, employee will contribute 2% on a pretax basis toward the eight (8) percent CalPERS Employee Contribution rate.
- B. Effective the beginning of the first pay period July 1, 2012, employees will contribute an additional 2% (totaling 4%) on a pretax basis toward the eight (8) percent CalPERS Employee Contribution rate.
- C. Employees hired on or after the first pay period after ratification will pay the full eight (8) percent of the CalPERS Employee Contribution rate on a pretax basis.
- D. The District contracts with CalPERS for the 2.5% @ 55 retirement plan.

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- E. The District contracts with CalPERS to include the ability for the employees to purchase Military Service Credit at their own expense.
- F. The District contracts with CalPERS for the Pre-Retirement Optional Settlement 2 Death Benefit.

4. HEALTH AND WELFARE PROGRAMS

All employees who are employed on a full-time basis and working forty (40) hours per week shall be eligible to participate in the group insurance plans provided by the District. Employees may enroll in a group insurance plan during open enrollment or if they have a qualified change in status.

The programs and cost sharing described below are to remain in effect for the duration of this MOU. The open enrollment period for the term of this contract will be during the first and second weeks in November of each year.

4.1 EMPLOYEE MEDICAL PLANS.

- A. Eligibility. An employee is eligible for medical benefits after the completion of thirty (30) days of continuous employment. An employee can cover his spouse/domestic partner, dependents up to age 26, or a dependent who is mentally or physically handicapped. Domestic Partners registered with the State of California will be eligible for medical, dental and vision coverage. If an employee has not enrolled in a medical plan within thirty (30) days of their hire date, the employee will be placed in the lowest cost HMO plan.
- B. Group Insurance Plans. The District will continue to provide two (2) fully-insured Health Maintenance Organization (HMO) plans and one (1) self-insured Preferred Provider Organization (PPO) plan to eligible employees, spouses/domestic partners and their dependents through the remainder of the calendar year. Medical plans do not cover services outside the United States.

Effective January 1, 2012, the District will provide three (3) medical plan options—one (1) HMO Plan, one (1) PPO Plan and one (1) other medical plan (EPO, HMO, POS or PPO)—to all eligible employees and their dependents for the remaining term of this MOU.

The HMO plan(s) include(s) prescription drug benefits. The PPO plan has a standalone self-insured prescription drug program that will be administered by a Pharmacy Benefits Manager (PBM). Any increase in the PPO prescription drug copay will not be greater than twenty-five percent (25%) of the 2011 PPO prescription drug copay costs. Following U.S. Food and Drug Administration (FDA) guidelines, the level of coverage will be determined by the PBM and they will determine the best method for dispensing appropriate medication. Up to a ninety (90) day supply of prescription drugs can be dispensed at the local retail level.

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C. Medical Premiums. The total premium in effect on 1/1/11 is shared by the District and employees.

	District	Employee	Total
Blue Shield HMO			
Single	\$ 396.03	\$ 61.81	\$ 457.84
Ee + One Dep.	673.25	105.07	778.33
Ee + Spouse	792.06	123.62	915.68
Family	1,189.20	185.60	1,374.80
Blue Shield PPO			
Single	\$ 446.89	\$82.60	\$ 529.49
Ee + One Dep.	759.71	140.42	900.13
Ee + Spouse	893.78	165.20	1,058.98
Family	1,452.39	268.45	1,720.84
Kaiser HMO			
Single	\$ 334.64	\$ 37.18	\$ 371.82
Ee + One Dep.	613.72	68.19	681.91
Ee + Spouse	669.28	74.36	743.64
Family	1,003.91	111.55	1,115.46

Any future increase to the 1/1/11 monthly premium will be shared by the District and employees. The District will pay eighty percent (80%) of the total monthly increase in premium cost for any group medical plan offered by the District for the duration of this MOU. The employee will contribute twenty percent (20%) of the total monthly increase in premium cost for the group medical plan he/she has elected for the calendar year.

D. Opt-Out of Employee Medical Plans. The District will allow each employee to opt out of the District health care program if they are covered by another health plan. Any employee who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive two-hundred fifty dollars (\$250) for the actual cost of the premium per month for the entire enrollment year. An employee can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the employee and spouse are both employed at the District, one of the employees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The employee

does not receive a monetary amount for opting out of the medical plan. Participation in the dental and vision plans are mandatory and employees cannot opt out of these plans.

4.2 RETIREE MEDICAL PLANS.

A. For Employees Hired BEFORE July 1, 2011

- 1) Eligibility. At time of retirement, all employees with ten (10) or more years of District service are eligible to participate in a District group medical plan and may cover all eligible dependents under the District group medical plan.

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

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

- 2) Group Insurance Plans. The District will continue to provide two (2) fully-insured Health Maintenance Organization (HMO) plans and one (1) self-insured Preferred Provider Organization (PPO) plan to eligible retirees and dependents through the remainder of the 2011 calendar year. Retirees will be enrolled in the lowest cost HMO plan if they have not elected to enroll in another retiree plan offered by the District or have elected to opt out of the retiree medical plan.

Medical plans do not cover services outside the United States. Retirees shall check a plan's geographic scope before selecting a plan and/or re-locating, as some plans may also consider benefits received outside of Southern California or outside the state as non-network services.

Effective January 1, 2012, the District will provide three (3) medical plan options—one (1) HMO Plan, one (1) PPO Plan and one (1) other medical plan (EPO, HMO, POS or PPO)—to all eligible retirees and their dependents for the remaining term of this MOU.

The HMO plan(s) include(s) prescription drug benefits. The PPO plan has a standalone self-insured prescription drug program that will be administered by a Pharmacy Benefits Manager (PBM). Any increase in the PPO prescription drug copay will not be greater than twenty-five percent (25%) of the 2011 PPO prescription drug copay costs. Following Food and Drug Administration (FDA) guidelines, the level of coverage will be determined by the PBM and they will determine the best method for dispensing appropriate medication. Up to a ninety (90) day supply of prescription drugs can be dispensed at the local retail level.

- 3) Medical Premiums. Premiums are paid on a monthly basis. At time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement. The total premium in effect upon retirement is shared by the District and the retiree. Any future increase to the 1/1/11 monthly premium will be shared by the District and the retiree as described in the paragraph below.

The elected District group medical plan must be a continuation of the plan the retiree had elected while an employee and may not be a more costly plan at retirement. For a District group medical plan to be considered a continuing plan, the retiree must have been on the plan for one (1) year prior to the retiree's retirement date. A retiree can change plans during open enrollment or after a qualified change in status, but the District's portion of payment will remain the same as it was under the elected District group medical plan.

a) Retiree with Ten (10) to Twenty-five (25) Years of District Service.

- i. Retiree Only Coverage: The cost-sharing method for the plan the retiree had elected while an employee continues at retirement. For future increases to premiums, the District will pay eighty percent (80%) of the increase to the Retiree Only premium cost and the retiree will pay twenty percent (20%) of the increase to the Retiree Only premium cost.
- ii. Retiree + Spouse/DP, Retiree + One Dependent Child or Retiree + Family Coverage: The cost-sharing method for the Retiree Only premium continues at retirement. The District's portion of the total Retiree Only premium cost at time of retirement will be deducted from the total cost of the elected coverage. The retiree will pay the remaining balance of the premium for the elected coverage. For future increases to the elected coverage premium, the District will pay eighty percent (80%) of the increase to the Retiree Only premium cost and the retiree will pay twenty percent (20%) of the increase to the Retiree Only premium cost plus the balance remaining for the elected coverage premium.
- iii. Upgrade Medical Plan Coverage: If a retiree decides to elect an upgraded plan other than the plan retired under, the District will pay eighty (80) percent of the Retiree Only premium cost for the plan retired under and the retiree will pay the remaining balance for the elected coverage premium.

- b) Retiree with Twenty-five (25) or More Years of District Service. The cost-sharing method for the plan the retiree had elected while an employee continues at retirement.
- i. Retiree Only Coverage: For future increases to premiums, the District will pay eighty percent (80%) of the increase to the Retiree Only premium cost and the retiree will pay twenty percent (20%) of the increase to the Retiree Only premium cost.
 - ii. Retiree + Spouse/DP Coverage: For future increases to premiums, the District will pay eighty percent (80%) of the increase to the Retiree + Spouse/DP premium cost and the retiree will pay twenty percent (20%) of the increase to the Retiree + Spouse/DP premium cost.
 - iii. Retiree + One Dependent Child Coverage: For future increases to premiums, the District will pay eighty percent (80%) of the increase to the Retiree + One Dependent Child premium cost and the retiree will pay twenty percent (20%) of the increase to the Retiree + One Dependent Child premium cost.
 - iv. Retiree + Family Coverage: For future increases to premiums, the District will pay eighty percent (80%) of the increase to the Retiree + Family premium cost and the retiree will pay twenty percent (20%) of the increase to the Retiree + Family premium cost.
 - v. Upgrade Medical Plan Coverage: If the retiree elects an upgraded plan other than the plan retired under, the retiree will pay all of the increased cost.

All premiums are due within thirty (30) days of receipt of the invoice from Finance. After thirty (30) days, Finance will send out a late notice along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage may be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any District group retiree medical plan until open enrollment or if they experience a qualified change in status. Any additional costs beyond what the District had been paying at time of cancellation will be at the retiree's expense.

B. For Employees Hired AFTER July 1, 2011

- 1) Eligibility. At time of retirement, all employees with fifteen (15) or more years of District service are eligible to participate in a District group medical plan and may cover all eligible dependents under the District group medical plan.

full cost of the Retiree + Spouse/DP coverage. The retiree will pay the remaining balance of the premium.

- iii. Retiree + One Dependent Child Coverage: The District will pay and deduct eighty percent (80%) of the Retiree Only premium cost for the lowest cost HMO District group medical plan from the full cost of the Retiree + One Dependent Child coverage. The retiree will pay the remaining balance of the premium.
- iv. Retiree + Family Coverage: The District will pay and deduct eighty percent (80%) of the Retiree Only premium cost for the lowest cost HMO District group medical plan from the full cost of the Retiree + Family coverage. The retiree will pay the remaining balance of the premium.
- v. Upgrade Medical Plan Coverage: If a retiree elects a plan other than the lowest cost HMO District group plan, the District will pay and deduct eighty percent (80%) of the Retiree Only premium cost for the lowest cost HMO District group medical plan from the full cost of the upgraded medical plan coverage. The retiree will pay the remaining balance of the premium.

b) Retiree with Twenty-five (25) or More Years of District Service.

- i. Retiree Only Coverage: The District will pay and deduct eighty percent (80%) of the Retiree Only premium cost for the lowest cost HMO District group medical plan and the retiree will pay twenty percent (20%) of the premium cost.
- ii. Retiree + Spouse/DP Coverage: The District will pay and deduct eighty percent (80%) of the Retiree + Spouse/DP premium cost for the lowest cost HMO District group medical plan and the retiree will pay twenty percent (20%) of the premium cost.
- iii. Retiree + One Dependent Child Coverage: The District will pay and deduct eighty percent (80%) of the Retiree Only premium cost for the lowest cost HMO District group medical plan from the full cost of the Retiree + One Dependent Child coverage. The retiree will pay the remaining balance of the premium.
- iv. Retiree + Family Coverage: The District will pay and deduct eighty percent (80%) of the Retiree + Spouse/DP premium cost for the lowest cost HMO District group medical plan from the full cost of the Retiree + Family coverage. The retiree will pay the remaining balance of the premium.

v. Upgrade Medical Plan Coverage:

- (a) Retiree Only or Retiree + One Dependent Child Coverage: The District will pay and deduct eighty percent (80%) of the Retiree Only premium cost for the lowest cost HMO District group medical plan from the full cost of the upgraded plan coverage for Retiree Only or Retiree + One Dependent Child coverage. The retiree will pay the remaining balance of the premium.
- (b) Retiree + Spouse/DP or Retiree + Family Coverage: The District will pay and deduct eighty percent (80%) of the Retiree + Spouse/DP premium cost for the lowest cost HMO District group medical plan from the full cost of the upgraded plan coverage for Retiree + Spouse/DP or Retiree + Family coverage. The retiree will pay the remaining balance of the premium.

All premiums are due within thirty (30) days of receipt of the invoice from Finance. After thirty (30) days, Finance will send out a late notice along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage may be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any District group retiree medical plan until open enrollment or if they experience a qualified change in status.

- 4) Opt-Out of Retiree Medical Plans. The District will allow each retiree to opt out of the District retiree health care program if they are covered by another retiree health plan. Any retiree who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive two-hundred fifty dollars (\$250) for the actual cost of the premium per month for the entire enrollment year. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the retiree and spouse are both retirees of the District, one of the retirees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The retiree does not receive a monetary amount for opting out of the retiree medical plan.

4.3 DENTAL PLAN

The District offers employees a self-insured PPO dental plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. The District pays the total premium cost for employee and family coverage under the dental plan. An employee cannot opt out of the dental plan. Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

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4.4 VISION PLAN

The District offers employees a self-insured PPO vision plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. The District pays the total premium cost for employee and family coverage under the vision plan. An employee cannot opt out of the vision plan. Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

4.5 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS

The District will provide all District employees with group term life insurance coverage of one and one-half (1½) times their annual salary with a minimum benefit of fifty thousand dollars (\$50,000) to a maximum benefit of three-hundred fifty thousand dollars (\$350,000). The District pays the full cost of the life insurance and AD&D insurance premiums for employees, spouses/domestic partners and eligible dependents.

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

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

4.6 FLEXIBLE SPENDING ACCOUNTS (FSAS)

The District will offer employees three (3) Flexible Spending Accounts (FSAs) under IRS Revenue Code 125, which governs all cafeteria plans, at no cost to the employee. An employee can participate in the plan once a year and must enroll in the plan each year during open enrollment. Midyear participation is only available to new employees or those employees who have a qualified change in status. The maximum amount that you can contribute per year is based on the IRS Code for Cafeteria 125 plans. The plan year begins on January 1 through March 15 of the following year.

A. Health Care FSA

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

B. Dependent Care FSA

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

B. Short-Term Disability Insurance

As a supplement to the Long-Term Disability Plan, employees may elect to participate in the short-term disability (STD) plan at their own expense. The plan will pay sixty-six and two-thirds percent (66-2/3%) of their monthly salary (subject to integration) based on a seven (7) or fourteen (14) day elimination period up to one year from the date of the disability.

C. Long Term Care Insurance

Long-Term Care insurance is available to employees and their spouse/domestic partners at their own expense during open enrollment.

5. SICK LEAVE

Officers and regular employees of the District shall be granted sick leave credits at the rate of one (1) working day for each full month of service but which shall not be available for use during the first six (6) months of service. Sick leave shall not accrue during any thirty (30) calendar day absence without pay.

The General Manager shall authorize department heads to approve sick leave applications that do not exceed three (3) days or if longer periods; having doctor's verification. If more than three (3) days and no doctor's verification is secured, a written statement by the employee acceptable to the General Manager is required. Unauthorized sick leave shall be subtracted from vacation leave of record.

Sick leave may be advanced to an employee at the discretion of the General Manager, when all other sick leaves of record have been used. Upon termination a salary reduction shall be made covering the monetary value of any leave so advanced and still owing.

Unused sick leave credits shall be accumulated from year to year to a maximum of three hundred sixty (360) hours in a Sick Leave Fund to be used by the employee as needed for approved sick leave.

Upon the death of an employee, all sick leave of record will be paid to the estate at the rate of 100%.

6. EMERGENCY HEALTH FUND

Emergency Health Fund shall be reduced in the following order:

- A. On the employment anniversary each year to restore sick leave fund to three hundred sixty (360) hours automatically.
- B. Emergency Health Fund Conversion.
- C. Secondary Emergency Health Fund Conversion.

to three hundred sixty (360) hours, retirement hospitalization account shall be credited with one-half (1/2) of the total hours and cash reimbursement at retirement shall be paid at one-half (1/2) of the total hours of record at the time of retirement.

- 2) If unused sick leave and Emergency Health Fund of record is three hundred sixty (360) to six hundred sixty (660) hours at retirement, retirement hospitalization account shall be credited with one hundred eighty (180) hours and cash reimbursement at retirement shall be paid for one hundred eighty (180) hours plus the number of hours in excess of three hundred sixty (360) hours.
- 3) If unused sick leave and Emergency Health Fund of record is six hundred sixty (660) to nine hundred sixty (960) hours at retirement, retirement hospitalization account shall be credited with one hundred eighty (180) hours plus the number of hours in excess of six hundred sixty (660) hours and cash reimbursement at retirement shall be paid for four hundred eighty (480) hours.
- 4) If unused sick leave and Emergency Health Fund of record is over nine hundred sixty (960) hours at retirement, retirement hospitalization account shall be credited with one-half of total hours and cash reimbursement at retirement shall be paid of one-half (1/2) of the total hours of record at the time of retirement.

C. All other rights to sick leave and emergency health fund shall be canceled if an employee resigns or is terminated.

D. The following wording pertains to employees who retired before July 1, 2004 or kept their "Excess Sick Leave Determination":

Cash reimbursement shall be by check at the employee's hourly rate upon retirement from the District. Upon request of the retired employee and after verification of hospitalization in an acute care hospital, skilled nursing care facility or medical rehabilitation facility, the employee shall be paid, from the hospitalization fund, a day's pay for each day confined to a hospital. A day's pay shall be an eight (8) hour day at the hourly rate at the time of retirement. All disbursements from the hospitalization fund must have approval from the General Manager. Retirement hospitalization is to be retained for the lifetime of the retired employee or until diminished by use.

Skilled nursing care facility is a licensed medical facility with a twenty four (24) hour on-call doctor. Must have a licensed vocational nurse and a Registered Nurse on staff.

Rehabilitation facility must be doctor certified and may be a SNCF where an individual receives inpatient medical treatment for rehabilitation from an illness or injury and is for a short duration. Prior hospitalization is not needed. A convalescent facility is not a rehabilitation facility.

Retirees may also use this fund toward premium participation if applicable.

8. EDUCATIONAL REIMBURSEMENT

The District will increase the educational reimbursement amount to one thousand (\$1000)-dollars for lower division college level classes including approved home study courses. The District will provide educational reimbursement of up to two thousand (\$2000) dollars for upper division classes (3rd and 4th

year) college or graduate level classes of approved, job related degree programs and job related college level certificate programs effective for classes beginning after the effective date of the MOU.

Approved Study Courses

- A. Passing grade of “C: or better or “pass” designation must be received to be eligible for reimbursement.
- B. Reimbursement will be for tuition, registration and books when accompanied by proper receipts and documents.
- C. The Human Resources and General Manager must approve courses prior to enrollment.
- D. Reimbursement will be for the fiscal year of course completion.

8.1 CONTINUING EDUCATION

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

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

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

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

9. LICENSE AND CERTIFICATIONS

The District will reimburse employees for any license or certification fee that is required by the District including any renewals. This does not include Class “C” driver’s licenses.

10. WORK HOURS

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

10.1 ZANJEROS SCHEDULE

- A. Zanjeros will be assigned a regular scheduled eight-hour day either with ten (10) days on duty and four (4) days off or with five (5) days on and two (2) days off.
- B. One (1) Zanjero II and one (1) Zanjero III, will be assigned to standby duty. The Zanjeros assigned to standby duty will have the use of a District vehicle for transportation to and from the District during the days they are scheduled for work and will have the responsibility to respond after hours with the District vehicle as needed by District

activities. Other Zanjeros will not have the use of a vehicle for transportation to and from the District unless approved by the Department Head during times of emergency or in the best interest of the District.

- C. Zanjeros are not required to carry a pager unless assigned stand by duty.
- D. Zanjeros are eligible for call-out pay, standby pay and shift differential as per other sections of this memorandum.

10.2 EXEMPT EMPLOYEES PARTIAL DAY ABSENCES

For absences of less than four (4) hours, the employee will not be required to fill out a leave slip except for FMLA related time off.

11. SCHEDULE CHANGES

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

12. WORKING OUT OF CLASSIFICATION

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

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

Calculations will be on a revolving twelve (12) months.

13. FLEXTIME SCHEDULE


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

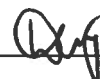
14. PAYDAYS AND HOURLY RATE CALCULATION

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

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

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

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15. SALARY STEP PLACEMENT

While vacancies shall ordinarily be filled by recruitment at Step 1 of the established salary range, the General Manager may recruit at higher steps with notification to ASSET.

16. MERIT INCREASES

Merit increases upon completion of one year of satisfactory service shall be by recommendation of the employee's supervisor and approval of the General Manager. Merit increases may be made in less than one (1) year where exceptional circumstances or outstanding performance prevail, the supervisor recommends, and the Department Head and the General Manager approve.

17. PERSONNEL ACTION FORMS (PAF)

The District will mail copies of Personnel Action Forms (PAF) to the employees by first class mail. This will include all PAF's except those regarding cost-of-living adjustments that are given to all employees. These will be distributed by means selected by the District.

18. OVERTIME

Positions exempt from overtime, premium time or stand-by time are denoted with an asterisk in section 5-03-01 of the District Ordinance, Working Rules and Regulations.

Premium Time Pay (generally known as overtime) shall be paid at the rate of One and one-half (1½) times the regular rate upon approval by the supervisor with prior approval by management and paid to the employee at the same time as regular pay.

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

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

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

19. SHIFT DIFFERENTIAL

A shift differential of seventy five (\$.75) cents an hour shall be paid for all hours worked on a scheduled shift which predominantly falls between 5:00 p.m. and 5:00 a.m., but will keep the mid-shift (12 p.m. to 8:00 p.m.) Domestic Water Serviceworker.

20. FATIGUE TIME

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

A non-exempt employee shall be eligible for fatigue time if the employee has worked more than two and one-half (2.5) hours of overtime and the completion of the overtime is less than eight (8) hours before the start of the employee's next regularly scheduled shift. An employee who is called-out to work

before the regular shift must be called a minimum of three (3) hours before the regular start time to be eligible for fatigue time.

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

- A. Shift the employee's next regular eight (8) hour shift to provide for eight (8) hours off duty but no more than 4 hours past the end of the regular shift.
- B. Pay the employee for the time off between the start of the employee's next regular shift and the time the employee actually begins work after having eight (8) hours consecutive hours off duty. The combination of fatigue time and work time shall not equal greater than eight (8) hours per day.
- C. Allow the employee to continue working through their regular shift without exceeding 16 continuous work hours. If necessary, the employee would only receive fatigue time to complete the rest of their regular shift to receive a full day of pay.
- D. Allow the employee to report to work at the employee's scheduled time, unless the employee, Department Head or Superintendent feels it would be unsafe for the employee to start work or continue working without fatigue time.

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

The Department Head may reschedule or reassign supervisors as needed.


An employee may take available vacation or floating holiday for the remainder of the workday in lieu of fatigue time.

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

Exempt Supervisors:

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

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

CVWD  _____

ASSET  _____

21. JOB DESCRIPTIONS/SALARY SURVEY

During the term of this memorandum, all ASSET job descriptions will be reviewed. ASSET will bring to Human Resources approximately one-third of the ASSET job descriptions per year they have selected to be updated.

Upon completion, representatives from ASSET will meet with Management to determine which positions, if any, need a salary survey.

Surveys will be completed prior to February of each fiscal year. There is no guarantee of any salary adjustments.

22. CALL OUT TIME

Callout time shall be defined as overtime and paid as follows with regular salary check:

Two (2) hours minimum overtime pay for each callout not to exceed the number of hours between assigned shifts.

Callout pay will start from the time the employee receives a confirmation call.

Regular pay plus one-half ($\frac{1}{2}$) time for overtime.

Regular pay plus one and one-half ($1\frac{1}{2}$) time for holiday. Also for exempt employees when authorized by the Department Head for unique service.

Payment of overtime for work in excess of forty (40) hours in any one (1) work week shall be paid in accordance with this Section. Also for employees designated as exempt when authorized by the general manager and/or department head for unique service conditions.

When scheduled for weekend or holiday work, Water Quality Analysts, I, II, Laboratory Technician, and Biologist Technician shall be paid "Call Out" pay.

23. STANDBY ASSIGNMENT

Standby assignment shall be designated by the General Manager for periods considered to provide the most effective service, i.e. – daily, weekly, periodic, monthly, etc. Employees assigned standby shall be on call at all times during the designated period and remain within thirty (30) minutes travel time of the workstation.

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

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

CVWD 

ASSET 

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

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

- A. One hour for each sixteen (16) hours following the regular workday.
- B. Three (3) hours for each twenty-four (24)-hour period (Saturday, Sunday and holiday).
- C. Shall be in addition to any regular or overtime pay.

24. HOLIDAY PAY

Employees shall be paid their regular rate of pay for District observed holidays. Non-exempt employees who are required to work on District observed holidays will receive one and one-half (1.5) times their regular rate for work performed on the holiday up to eight (8) hours consecutive. Holiday work in excess of eight (8) hours will be paid at two (2) times the regular rate.

25. LONGEVITY PAY

Employees of the District shall be granted a one hundred (\$100.00) dollar per month increase when said employee has completed their 7th anniversary and each 5th anniversary of continuous service (beginning of 8th, 13th, 18th, 23rd, 28th, 33rd, etc.) thereafter, effective the first (1st) day of the pay period following each longevity anniversary.

Broken service may be converted to longevity status by:

- A. Repaying all retirement funds in accordance with PERS regulations, and
- B. Establishing a five (5) year continuous service record following reinstatement. Upon completion of both "A" and "B," longevity pay will be initiated in accordance with these conditions and with service credit equal to the established total service earned with CVWD.

26. HOLIDAYS

A. Holiday Leave

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

- New Year's Day, January 1st
- Memorial Day, May, last Monday
- Independence Day, July 4th
- Labor Day, September, 1st Monday
- Veteran's Day, November 11th
- Thanksgiving Day, November, 4th Thursday
- Friday after Thanksgiving Day
- Christmas Day, December 25th

The second half of an employee's regular workday on December 24th, annually is declared a holiday when it falls on Monday, Tuesday, Wednesday or Thursday.

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

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

B. Floating Holidays

Employees of the District shall have five (5) floating holidays per year, which shall be available as follows:

- Two (2) floating holidays on July 1
- Three (3) floating holidays on January 1

However, if an employee leaves the District for any reason other than retirement within the ninety (90) days following the granting of the floating holidays, one (1) day's pay shall be deducted from the employee's final pay.

No more than forty (40) hours of floating holiday may be accrued.

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

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

Employees may request the following days as floating holidays:

- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Employee's Birthday
- Presidents Day

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

- 1) Department Heads are responsible for determining the number of employees from the workforce that may be off at a given time and still safely and efficiently accomplish projects, schedules and good customer service.
- 2) Leave requests shall be considered on a first come first serve basis.
- 3) Requests for identical or overlapping leave periods that are given to the supervisor during the same eight (8) hour work shift will be considered as being submitted at the same time. Requests submitted after the end of the employee's regular scheduled shift will be considered submitted on the following working day.
- 4) Multiple requests, submitted on the same day, for identical or overlapping leave periods will be considered by department or section workload and by seniority by hire date.
- 5) If a request is denied, the supervisor shall meet with the employee to determine an acceptable alternate date.
- 6) Requests may be submitted up to three hundred sixty-five (365) days in advance of the commencement of the leave.
- 7) Requests submitted less than two (2) weeks in advance of the commencement of the leave will receive a written determination within two (2) work days from receipt of the employee's written request. Requests submitted greater than two (2) weeks in advance of the commencement of the leave will receive a written determination within one (1) week.
- 8) Upon receipt supervisor shall initial "received" and copy the request, returning the copy to the employee upon submittal.

29.2 BEREAVEMENT LEAVE

Bereavement Leave is a separate paid leave that is available to an employee at the time of death or funeral of a family member of the employee's immediate family.

Bereavement leave may be used not to exceed two (2) hours, to attend funerals for District employees. The supervisor will have the discretion to limit the number of employees attending if it will have an impact on District business operations.

Bereavement leave shall not exceed three (3) working days for the death of a member of the employee's immediate family. If additional days are required due to distance or mourning, those days will be deducted from floating holiday, vacation, or sick leave in that order.

Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, mother-in-law, father-in-law, grandchild, grandparent and domestic partner.

29.3 FAMILY ILLNESS

An employee may elect to use half of their annual accrued sick leave forty-eight (48) hours in the event of an illness in the immediate family each calendar year. Immediate family consists of employee's spouse, children, step-children, parent, domestic partner or child of domestic partner. Time can be used in minimum increments of one-half (1/2) hour. Scheduling for doctor appointments in advance is recommended. Emergencies would require as much prior notification as possible.

Additional time needed for family illness would require the employee to use vacation, floating holiday or FMLA.

There would be no carryover of hours to another year.

29.4 INDUSTRIAL ACCIDENT LEAVE (on the job illness or injury)

An employee shall be granted a leave of absence with pay when they are absent due to an industrial accident or illness in accordance with the following regulations:

- A. Such leave shall begin when authorized by the General Manager or by the District's medical consultant, and extend no longer than three hundred sixty (360) hours per specific injury. Additional time for recuperation, medical appointments and treatment will be deducted from sick leave if no other workers compensation law prohibits payment.
- B. Such leave shall not be accumulative from year to year.
- C. Employees returning to work from absence due to an on the job injury or illness shall submit evidence of physical recovery acceptable to the General Manager. A written statement from the treating physician releasing them to return to full active work or describing conditions under which they may return shall be required.
- D. If the employee is not medically able to resume the normal duties of their position at the expiration of all available leaves of absence, they shall be eligible for employment upon recovery.
- E. Upon reemployment, earned but unused benefits shall be reinstated. Employees on Industrial Accident leave shall be contacted by their immediate supervisor weekly.
- F. Time spent for medical appointments or physical therapy in connection with an industrial accident shall be deducted from the three hundred sixty (360) hours allowed of paid industrial accident leave.
- G. At the Districts discretion, a physical evaluation and/or examination may be require before an employee may return to work.

29.5 PREGNANCY DISABILITY LEAVE

Employees disabled due to pregnancy or childbirth related conditions shall be allowed up to four (4) months of unpaid leave. Sick leave, vacation and floating holidays may be used during maternity leave. (See also Family Medical Leave Act section) The District may require verification by a physician of both the disability and the employee's ability to safely return to work.

An employee may use vacation leave or floating holidays, if available, when necessary due to a spouse's pregnancy. Family and Medical Leave Act – California Family Rights Act.

29.6 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

Eligible Employees for FMLA are those who are 1.) are one of fifty (50) employees within seventy five (75) miles of the work site 2.) have been employed for at least twelve (12) months and 3.) have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

An eligible employee may take unpaid leave for the following reasons:

- 1) Child Care. The birth or adoption of the employee's child or placement of a child for foster care with the employee. This leave must be taken within one year after the birth or adoption.
- 2) Serious Health condition. The serious health condition of (a) the employee or (b) to care for a child, spouse, or parent who has a serious health condition.

A. Length of Leave

An eligible employee is entitled to a maximum of twelve (12) weeks of unpaid leave within a twelve (12) month period without loss of seniority. The amount of leave available to an employee at any given time will be calculated by looking backward at the amount of leave taken within the twelve (12) month period immediately preceding the requested leave. An employee who fails to return to work immediately following expiration of the authorized leave period is subject to termination. Leave taken for any other reason which would qualify under this provision may be counted against the employee's leave entitlement under this provision.

B. Substitution of Paid Leave

- 1) If the employee qualifies for and specifically requests leave under this provision for child care leave, all accrued and unused vacation or floating holiday will run concurrently with the child care leave.
- 2) During a leave related to the employee's serious health condition, all available paid sick or disability leave will run concurrently with the employee's serious health condition leave.
- 3) During such a leave related to an employee's family members serious health

condition, the employee may request to concurrently use any available paid sick leave (Family Illness leave).

- 4) After accrued sick leave is exhausted under section b above, or if no sick leave is taken during a leave under subsection c above, an employee may elect to use accrued vacation leave under this provision.

C. Certification

Prior to taking a serious health condition leave, the employee must submit to the Human Resources Director written medical certification from a health care provider of the serious health condition. The District allows fifteen (15) days after the employee's request for certification to be submitted, if the leave was not foreseeable. Failure to provide such certification upon request may result in a denial or delay of leave particularly if the District determines the leave was reasonably foreseeable. If the requested leave is for the employee's serious health condition, the District reserves the right to request that the employee receive a second opinion from another health care provider at the District's expense certifying the serious health condition of the employee. The District reserves the right to require that an employee provide the District with verification of the medical condition, if the certification expires prior to the end of the leave.

Before returning to work, an employee who is on leave of absence as a result of his or her own serious health condition must submit a health care provider's written certification that they are able to perform the essential functions of their job, with or without reasonable accommodation. Failure to provide such certification may result in the delay or denial of job restoration.

D. Intermittent or Reduced Leave

Serious health condition leave may be taken on an intermittent or reduced schedule basis when certified by a health care provider. Child care leave ordinarily must be taken in at least two week intervals, except twice in any twelve (12) month period when a leave may taken for a shorter period of time.

E. Insurance premiums

During an employee's leave of absence, the District will continue to provide health/dental/vision insurance coverage under the same terms as if the employee were not on leave. As such, the employee will remain personally responsible for any co-payments and or premium contributions. Long Term Disability and Dental/Vision premiums will be deducted from the first paycheck after the employee returns from the leave of absence. An employee who does not return, may be required to repay any insurance premiums paid by the District during the leave.

F. Job Restoration

Upon return from family or medical leave in accordance with this provision, the employee will be returned to the same or an equivalent position with no loss in benefits which accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave is subject to termination. An employee taking leave under this provision shall not be given any greater rights to a job than if the leave had not been taken.

29.12 MINUTEPERSON LEAVE

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

Each officer or employee disabled while on Minuteperson Leave or voluntary service activities shall be granted leave without pay for the duration of the disability. The accrual of District benefits shall conform to those granted during Leave of Absence. (See Section 31.13)

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

A reemployment physical may be required.

29.13 DISABILITY LEAVE

An employee whose physical condition prohibits carrying out their assigned duties, shall be assigned disability leave for a period of up to fifty-two (52) weeks, including any time eligible under Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave. Unless mandated by law, no benefits shall be earned.

Employees on disability leave shall contact their immediate supervisor weekly to report medical progress, if physically able.

Medical and Term Life Insurance premiums shall be paid by the District. Premiums for other insurance benefits shall be the responsibility of the employee. After fifty-two (52) weeks, the employment may be terminated. Individuals may apply for employment upon recovery.

29.14 FAMILY SCHOOL LEAVE

Employees will be allowed up to forty (40) hours of unpaid leave, per school year, to attend meetings at the school or licensed day care facility of dependent children through grade twelve (12). The leave shall not exceed eight (8) hours in any calendar month. Employees must give reasonable notice. Employees shall use floating holiday or accrued vacation leave unless these leaves have been exhausted.

29.15 DOMESTIC VIOLENCE LEAVE

The District provides employees who are victims of domestic violence with unpaid time off from work for the following reasons:

- A. to seek medical attention for injuries caused by domestic violence
- B. to obtain services from a domestic violence shelter, program or rape crises center as a result of domestic violence
- C. to obtain psychological counseling related to an experience of domestic violence.
- D. to participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation
- E. to obtain a temporary restraining order, restraining order or other court assistance

Employees who are victims of domestic violence abuse must provide the District with reasonable advanced notice of the need for time off pursuant to this policy, unless advanced notice is not possible due to the circumstances. However, if an employee who is the victim of domestic violence abuse takes unscheduled time off pursuant to this policy, the employee must provide the District, within a reasonable period of time following the unscheduled time off, one of the following:

- A. A police report indicating that the employee was a victim of domestic violence.
- B. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court
- C. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

An employee who is a victim of domestic violence may use available vacation or floating holidays to take time off pursuant to this policy. However, the amount of time off pursuant to this policy cannot exceed the unpaid leave time available under FMLA.

The District does not discriminate or retaliate against employees who are victims of domestic violence abuse and who take time off pursuant to this policy to ensure their own health, safety or welfare, or that of their child/children.

30. PROBATION AND REGULAR EMPLOYEE

Most original appointments of employees shall be for a probationary period of one hundred eighty (180) calendar days. No more than two (2) consecutive periods shall be served. Appointments to professional, technical or supervisory positions shall be for a probationary period on one (1) year.

Positions that require special conditions to be met within specific time limits remain on probation's for the specific time or until the conditions have been accomplished. If the conditions have not been

accomplished in the allotted time the employee may be transferred, demoted, or terminated. Except for employees affected by special conditions, no merit step increases will be effective during a probationary period.

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

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

Anniversary dates for salary purposes shall be set by the date of employment and changed as a result of a promotion, merit pay increase or involuntary demotion.

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

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

31. TRANSFERS

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

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

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

32. INTERNAL TRANSFERS, PROMOTIONS AND RECRUITMENT

When a vacant position is posted on bulletin boards at the District, it shall be open to all qualified employees for a minimum of five (5) days. Employees will apply with Human Resources by completing a District application before the listed closing date. Candidates will be screened for qualifications, attendance, knowledge and abilities by Human Resources and the supervisor of the open position. Only the top candidates that meet the qualifications of the position will be interviewed.

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

If there is a minimum of three (3) qualified candidates, the most qualified from those candidates will be selected to interview for the position. If after interviewing, no candidate is selected, the candidates will

receive written notification with reasons for their elimination from candidacy and the District will go to outside sources for additional candidates. If there are less than three (3) qualified candidates to interview, the District may recruit from outside sources for additional candidates.

An employee who transfers/promoted to a new position will serve a probation period as described in section 30. An employee will be informed at the time of the transfer/promotion whether his/her previous position will be eliminated or held vacant for a period of time. The employee will be allowed up to forty (40) working days during which time the employee may request to return to the employee's previous position if it is still open, unless the employee was notified that their previous position will be eliminated. If there are no open position, and the employee doesn't successfully complete the probation period, the employee may be terminated. During the forty (40) days, the employee will be notified before the previous position is filled. The employee shall be allowed two (2) nights, not including Saturday or Sunday nights, to decide if they want to return to the previous position.

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

Open positions above the first level in classifications that have a career path, will be filled by promotion of individuals within the career path (example: Automotive Technician I to Automotive Technician II) Open first level career path positions and entry level positions will be posted for employees for a minimum of five (5) working days before the closing date. Open positions in classifications that report directly to the General Manager shall be filled or posted at the discretion of the General Manager.

33. STEWARDS PROGRAM

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

A. Stewards:

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

ASSET shall be entitled to stewards as follows:

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

Total 4

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

- 2) ASSET will designate as a steward only employees who have passed an initial probation period and have been designated as regular full-time.
- 3) Alternate stewards shall be recognized as a regular steward only when such regular steward is absent.
- 4) The Department Head may request to meet with ASSET regarding the placement of shop stewards in the department. The placement of stewards may be changed by mutual agreement between ASSET and the Department Head.
- 5) The District shall not transfer nor change the work locations of a steward with the intent of altering the appointed list of designated ASSET stewards.
- 6) Limitation on ASSET Business. Stewards shall not be granted time off from their work assignments for the purpose of conducting general ASSET business.
- 7) ASSET shall be solely responsible for and shall hold harmless and indemnify the District for any and all liabilities arising from the actions, directions or advice given by its appointed stewards acting in their capacities as ASSET stewards

B. Handling Grievances

- 1) When requested by an employee, a steward may investigate any alleged grievance in the employee's assigned area and assist in its preparation and presentation. The steward shall encourage the employee to discuss a problem informally with the employee's supervisor prior to filing a formal grievance.
- 2) After notifying and receiving approval of the steward's immediate supervisor, a steward shall be given up to two (2) hours during working hours (without loss of time) to investigate, prepare and present each grievance. The immediate supervisor will authorize the steward to leave the steward's work unless compelling circumstances require refusal of such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from the steward's work assignment. If additional time is needed to research or present a grievance, the steward may request additional two (2) hours subject to approval by the Human Resources Director.
- 3) When a steward desires to contact an employee at the employee's work location, the steward shall first contact the immediate supervisor of that employee, advise the supervisor of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available in a timely manner unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when the steward can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) workday, the time limits of the grievance procedure shall be extended for the length of the delay.

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

34. GRIEVANCE PROCEDURES

- A. A grievance is defined as an allegation by an employee or a group of employees that the District has failed to provide a condition of employment that is established by this Memorandum, or by a District or departmental policy or procedure. This grievance procedure shall not apply to matters:
- 1) Covered by the Labor Relations Ordinance, or
 - 2) Concerning Performance Evaluations, except that evaluations may be grieved to the level of the Human Resource Director, or
 - 3) Concerning non-disciplinary oral and written counseling and retraining, or
 - 4) Concerning any discipline or termination covered by the Skelly procedures in Discipline or Termination, or
 - 5) Concerning any other subjects, unless the subject is covered by the expressed terms of this Memorandum or any portion of a District or departmental policy or procedures that relates specifically to wages, hours, and other terms and conditions of employment.

B. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor and attempt to work out a satisfactory solution. If the employee and the immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent themselves individually, or the employee may request the assistance of a representative or steward, in reducing to writing and formally presenting the grievance. The employee shall have the option to have an ASSET representative or steward present, provided it doesn't unreasonably delay the process.

C. Stale Grievance

A grievance shall be void unless filed in writing with the employee's Department Head within fifteen (15) calendar days from the date upon which event occurred upon which the grievance is based, or within fifteen (15) calendar days from the date the employee should have known of the event upon which the grievance is based.

D. Grievance Petition Form

The employee or his representative may request a grievance number from the Human Resource Director. Formal grievances must be filed on the Grievance Petition Form. Each section of the Grievance Petition Form must be filled out and shall specify dates, times, places, persons and other facts necessary to have an understanding of the matter being grieved. Incomplete Grievance Petition Forms will be rejected and must be refiled either within the time limits or within seven (7) calendar days after the rejection, whichever comes last.

E. Formal Written Grievance to Employee's Department Head

If the employee chooses to formally pursue a grievance, the employee shall present a filled out Grievance Petition Form to the Human Resource Manager within the time limits in Section C, above.

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

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

F. Grievance to Human Resources

The employee or his/her representative may appeal the decision of the Department Head to the Human Resource Director within ten (10) calendar days. The Human Resources Director shall have ten (10) calendar days, after receipt, in which to review and answer the grievance in writing.

At the employee's option, a grievance meeting may be held at this level. The employee and the employee's representative and/or steward may be present at and participate in any such meeting. If the grievance is not resolved at this level, the employee shall have ten (10) working days from receipt of the written answer within which to file an appeal to the General Manager.

G. Grievance to General Manager

The employee or his/her representative may appeal the decision of the Human Resource Manager to the General Manager or the Assistant General Manager within ten (10) calendar days. The General Manager or the Assistant General Manager shall have ten (10) calendar days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee, the representative and/or steward and the General Manager, or the Assistant General Manager, a meeting is required at this level and the employee and the employee's representative and/or steward shall have the right to be present and participate in such a meeting. The time limit at this level may be extended by the General Manager, the Assistant General Manager, or the employee or his/her representative to allow for schedule conflicts not to exceed fifteen (15) calendar days.

The grievance shall thereafter be subject to advisory arbitration and decision by the Board in the manner prescribed in section 35.2.

34.1 ADVISORY ARBITRATION

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

- B. If the parties cannot agree, an odd-numbered list of arbitrators shall be obtained from the American Arbitration Association. The arbitrator shall be selected by striking alternate names from the list. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.
- D. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Manager, or designee at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than the Exclusive Employee Organization, the employee shall deposit one-half (1/2) of the estimated hearing costs (including transcripts) with the Human Resource Manager who shall determine the estimate and process the grievant's deposit.
- E. Prior to the arbitration hearing, the grievant or his/her representative and the Human Resource Manager, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.
- F. The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues that have not been raised and considered at an earlier step of the grievance procedure.
- G. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.
- H. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- I. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- J. Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

- K. Board Decision. The Board shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Board rejects all or part of the arbitrator's decision, the Board shall state its reasons for rejection. The decision of the Board shall be final. Unless mutually agreed otherwise, proceedings conducted at any step of the grievance procedure shall be private except the proceedings before the Board.
- L. The provisions of this Section, 34.2, Advisory Arbitration shall expire upon the termination of this Agreement.

Failure of Timely Action

Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance, unless an extension has been agreed upon.

35. DISCIPLINE AND DISMISSAL

A. Discipline

Disciplinary actions shall include only the following: verbal warning, written warning, demotion, suspension with or without pay, and dismissal.

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

Disciplinary action may be imposed upon an employee for failure to perform the duties of his/her assigned duties or for violating work rules. Except for newly hired employees serving an initial probationary period, any disciplinary action not involving loss of pay or position imposed upon an employee may be processed as a grievance through the regular grievance procedure.

B. Progressive Discipline

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

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

- Verbal Warning
- Written warning(s)
- Final written warning
- Demotion
- Suspension with or without pay
- Termination of employment

Counseling and/or retraining may precede discipline, but is not discipline.

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

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

C. Suspension Without Pay, Demotion or Dismissal and Skelly Rights

A regular employee may be suspended, demoted or dismissed by the General Manager upon the recommendation of the supervisor and concurrence by the department head and the Human Resources Director. The supervisor, when recommending such disciplinary action, shall file with the Human Resources office written charges in support of that recommendation. If the General Manager approves the recommendation, the employee shall be notified, in writing, at least five working days prior to the effective date of the action and provided, in writing, his/her rights to appeal the decision.

In the case of a Suspension, Demotion, or Termination recommendation being made by a supervisor, the affected employee can respond to the charges. The opportunity to respond may occur at a Skelly Hearing conducted and presided over by the Assistant General Manager or designee with authority to dismiss, modify, impose or recommend the proposed disciplinary action. This hearing is a full pre-deprivation evidentiary hearing which gives the employee full opportunity to be heard, respond to the charges, and have the employee's response considered prior to the imposition of discipline.

The employee shall have the right to answer the charges in writing and orally at the hearing.

The employee shall be entitled to representation during any interview that Human Resources conducts with the employee, and at all Skelly Hearings.

Five working days prior to the date of the scheduled hearing, each party shall serve upon the other party a list of all witness and a list and copy of all exhibits. Once the hearing commences, additional witnesses or evidence may be offered to rebut evidence offered by the other party.

All disciplinary hearings will be recorded by audiotape. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both request a court reporter, the cost will be shared equally. If an audio recording transcription is requested, it must be transcribed by a certified court reporter at the expense of the requesting party.

The General Manager or designee will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

D. Administrative Leave

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

E. Probationary Employees

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

36. RULES OF CONDUCT

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

Rules of conduct include but are not limited to:

- A. Theft of any kind, including theft of District property or theft of non-District property during working hours.
- B. Willful falsification of District documents or data including but not limited to employment application, time card, mileage sheets, work orders, incident reports, meter readings, customer information or application for services, or deliberately giving false information.
- C. Conviction or admission of any felony.
- D. Conviction or admission to a misdemeanor involving moral turpitude and/or immoral conduct.
- E. The use, sale, possession, manufacture or cultivation of alcohol, intoxicants or controlled substances (drugs) during working hours or on District property, and/or reporting to work under the influence of such alcohol, intoxicants or drugs (including employees on call).
- F. Soliciting contributions, accepting gratuities or accepting payment for unauthorized work or modification to District services, meters, system connections.
- G. Violation of the District's conflict of interest policy.
- H. Misuse of District time, such as sleeping, sightseeing, conducting personal business or performing work other than District work assignment during paid working hours.
- I. Unauthorized use of District property, materials, equipment, tools or vehicles. Willful destruction or malicious alteration of District equipment. Failure, through negligence or

inattentiveness, to safeguard District equipment, materials, tools, vehicles or personnel from damage or loss.

- J. Incompetence, inefficiency, lack of ability, physical or mental incapacity or failure to perform assigned duties in a satisfactory manner.
- K. Failure to follow reasonable District policy or rule.
- L. Failure to achieve or maintain required certification for position or classification.
- M. Insubordination, disobedience to authority or supervision, refusal to carry out instructions or work duties.
- N. Dereliction of duties, intentional abandonment of duties.
- O. Political activity during the assigned working hours.
- P. Loss of driving privileges or a driving record that would jeopardize the ability to be insured by the District's vehicle insurance carrier. Only to apply to those required to drive in the normal course of job duties as defined in job description.
- Q. Evidence establishing careless conduct with a lack of regard for the health and welfare of employees or the public (horseplay, reckless driving, etc.).
- R. Absence from duty without leave.
- S. Discourteous treatment of the public or of fellow employees, fighting, verbal or physical abuse of District personnel or public, including but not limited to, sexual harassment, racial harassment or any violation of Federal or State law or violation of District workplace violence policy.
- T. Conduct tending to injure or impede public service or conduct that would injure the public confidence in the integrity of the District or District services.
- U. Frequent tardiness, unexcused absences and unsatisfactory attendance. Frequent unscheduled absences, excluding FMLA qualifying absences, in which the absences reduces the reliability and dependability of the employee to perform their assigned duties.
- V. Violation of safety practices, procedures or policies.
- W. Garnishment of wages by the same creditor twice or more within one (1) year or garnishment of wages for more than three debts within one (1) year.

- X. Making false and malicious statements concerning any employee or the District.

37. DRIVER'S LICENSE SUSPENSION POLICY

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

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

Only to apply to those required to drive in the normal course of job duties as defined in job description.

38. TERMINATION OF EMPLOYMENT

- A. An employee who desires to resign in good standing shall submit a resignation in writing to the Department Head at least two (2) weeks in advance of the intended resignation date. Resignation pay will normally be paid on the last day worked, if the District has been given seventy-two (72) hours' notice and clearance through Human Resources has been completed, with clearance not to exceed five (5) working days from the effective date of resignation.
- B. Termination pay shall be issued or mailed to an employee who is terminated no later than the regular work day following the date of termination, provided clearance through Human Resources and stores has been completed. Without stores clearance, the check is held until clearance is received or is issued with stores values deducted, with stores clearance not to exceed five (5) working days from date of termination.

39. PERSONNEL FILES

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

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

Employees will not be shown:

- A. Records relating to the investigation of a possible criminal offense.
- B. Letters of reference
- C. Ratings, reports or records that were:
 - 1) obtained prior to the employees employment
 - 2) prepared by identifiable examination committee members
 - 3) obtained in connection with a promotional examination

40. **WORK ATTIRE**

A. UNION PINS/PATCHES

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

B. HATS

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

Exchanges or replacement of lost hats and requests for "other employee-provided approved hats" shall be made to Human Resources.

C. HAIR

Hair shall be neat and safe. Styles required are intended to avoid community controversy and permit the safe use of hard hats and respirators where necessary. In the proximity of rotating or reciprocating moving parts, hair shall be cut or controlled to avoid tangling.

D. SAFETY SHOES

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

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

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

E. UNIFORMS

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

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

Tax on District Assigned Vehicles

In accordance with current U.S. Treasury Regulations (IRS) most employees using a District-owned vehicle for commuting to and from work will be considered to have received a taxable benefit. Currently, this benefit is considered three (\$3.00) dollars per day for most employees but some employees are considered to receive a higher benefit.

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

42. COMMUNITY ASSISTANCE

Emergencies

District personnel who find themselves at the scene where injury or damage requires their assistance, should follow these actions upon determining the extent of the problem:

- A. Request "Control" to dispatch emergency units (Fire, Police, Medical). Be prepared to report the urgency of conditions, the kinds of equipment needed, and how your location can be found.

- B. When (if) transporting an injured person or damaged material, you (the Good Samaritan) are responsible and liable for the care, welfare, or damage your actions or conduct may cause during transport.

"injured" or "owner of the damaged", may file suit for recovery of damage from the "Good Samaritan" and the health care facility has the "authority" to require identification of the person who delivers an "injured."


The District insures itself for liabilities of these kinds. This insurance coverage may not keep the "injured" from filing suit against the "Good Samaritan."

43. REDUCTION IN FORCE

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

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

- A. When it becomes necessary to reduce the work force (layoff), the General Manager shall designate the job classification(s) to be affected and the number of employees to be eliminated.

CVWD  _____

ASSET  _____

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

- 1) Restoration of all sick leave credited to the employee's account on the day of layoff.
- 2) Restoration of all hours of Floating Holiday credited to the employee's account on the day of layoff.
- 3) Continuation of seniority with no break.
- 4) Credit for all service prior to the layoff for purposes of determining the rate of accrual of vacation and longevity with no break.

H. In the case of layoff of a regular employee of the District through no fault of their own, and who has been employed for over one (1) continuous year, severance pay equivalent to one bi-weekly salary payment shall be made to the employee. Resignation or termination for cause shall not entitle an employee to severance payment.

44. CONTRACTING OUT

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

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

The District will make a reasonable attempt to avoid layoffs.

45. PROHIBITION OF JOB ACTION

During the term of this memorandum of understanding, neither ASSET, its stewards, nor its members will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike or other effort towards interference with the work or statutory functions of the District. ASSET, its stewards and its members, agree not to engage in unlawful job actions. Violators shall be subject to disciplinary action.

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

46. EXISTING BENEFITS

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

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

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

CVWD  _____

ASSET  _____

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

47. PARKING

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

48. RECOGNITION RIGHTS

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

49. BULLETIN BOARDS

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

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

50. ASSET MATERIAL

The District agrees to allow distribution of ASSET related materials to new employees. This would be given by Human Resources during employee orientation and will contain the name of a contact person for ASSET.

51. NEGOTIATIONS

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

52. DISTRICT'S RIGHTS

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

CVWD  _____

ASSET  _____

53. LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established and shall be composed of the District General Manager, Assistant General Manager, Human Resources Director, four employees from the bargaining unit and one staff representative from ASSET.

The committee shall meet at least quarterly. In addition, upon the written request of either party, and upon mutual consent, a meeting may be withdrawn for no business or additional meetings may be scheduled to deal with issues that may arise within the District.

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

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

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

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

CVWD  _____

ASSET  _____

INTERNET, COMPUTER SOFTWARE AND E-MAIL POLICY

DISTRICT PROPERTY

The District electronic information system and all information stored on it, including but not limited to the computers, software, network, e-mail, voice mail and databases is the property of the District.

AUTHORIZED USE

The electronic information system may only be used for district business.

DISTRICT ACCESS

The District may access at any time the District's computers, network, software, e-mail, voice mail and databases. The District may at its discretion monitor and log all system activity; users should not expect that their use of the system is private. Employees should not put information on the electronic information system that they do not want others to see.

UNAUTHORIZED USES

Unauthorized use of the District electronic information system may result in discipline up to and including termination. Accessing sexually explicit websites or downloading sexually explicit material is grounds for immediate discharge.

COMPUTER SOFTWARE

Computer software must be used in strict compliance with the seller's license agreement. Only District authorized software may be installed on the District electronic information system. All software, data and media including floppy and compact discs must be reviewed and approved before use by Information Systems. District software may not be copied for any purpose. Improper use District software or improper use of software on the District system may result in discipline.

E-MAIL AND VOICE MAIL

E-mail and voice mail is for District business only. E-mail and voice mail, including information that is deleted, is not private and may be retrieved by the District.

HARASSMENT PREVENTION

Harassment of an applicant or an employee by a supervisor, management employee, co-worker, vendor, customer or union representative on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation will not be tolerated.

This policy applies to all workplace behaviors and forms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leaves of absence, compensation and training. It also applies to any District employee acting on behalf of the District off the job site.

Disciplinary action up to and including termination may be instituted for behaviors described in the definition of harassment referred to below.

Any retaliation against a person for filing a harassment charge or making a harassment complaint is prohibited. Employees found to be retaliating against another employee shall be subject to disciplinary action, which may include termination.

Definition:

Harassment includes, but is not limited to:

- A. Speech, such as lewd propositioning, epithets, stereotypical or derogatory comments or slurs on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation. This might include inappropriate sex-oriented comments on appearance, including dress or physical features, or race, ethnicity-oriented stories or jokes.
- B. Physical acts such as assault, impeding or blocking movement, or offensive touching, or any physical interference within normal work or movement when directed at an individual on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation.
- C. Visual insults, such as derogatory posters, cartoons, or drawings related to race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation.

SUBSTANCE ABUSE POLICY

Regulations Governing Substance Abuse

Purposes

The District recognizes that in order to maintain a safe, effective and productive work environment, it is necessary to identify job applicants and employees who are currently using alcohol, marijuana, cocaine and other drugs that might interfere with job performance.

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To reduce the incidence of accidental injury to person or property.
- C. To reduce absenteeism, tardiness and indifference to job performance.
- D. To provide assistance toward rehabilitation for any employee who seeks the District's help in overcoming any addiction to, or problem with, alcohol and other drugs.

This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to the use of alcohol or other drugs or to job performance.

Definitions

- A. Drugs. Any chemical substance which produces physical, mental, emotional or behavioral changes in the user. For purposes of this policy, the word "drugs" includes but is not limited to Alcohol, Marijuana, Cocaine, Heroin, PCP, Methedrine, LSD, all prescription medications, sedatives and narcotics.
- B. Alcohol. Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in beer, wine and distilled liquor.
- C. Illegal Drugs. "Drugs" as defined above, the possession or use of which is unlawful pursuant to the laws of the State of California or any Federal law or regulation.
- D. Intoxicating Substance. Any substance which produces changes in the physical, mental, emotional state or behavior, for example, glue and paint thinner, in addition to alcohol and other drugs.
- E. Pre-employment Testing. The District will begin testing job applicants as part of the pre-employment medical examination in order to identify those applicants whose current use of drugs could interfere with their prospective job performance.

Procedure.

- A. All applications for employment will contain a statement to prospective applicants advising them that the selection procedure include taking and passing a pre-employment medical examination, which includes testing for the presence of drugs or other intoxicating substances.
- B. Applicants who are referred for a pre-employment examination will be required to sign consent forms authorizing the substance screening and the release of the test results to the authorized District.
- C. Any applicant who refuses to sign the consent form(s) or to submit to testing will not be considered for employment.
- D. Test results are confidential and will not be released except to appropriate District personnel, the applicant upon written request, or pursuant to court order.
- E. Testing will be conducted by a clinical laboratory licensed by the State Department of Health Services or a public health laboratory certified by the State.
- F. Testing will be one of the following forms:
 - 1) Urinalysis.
 - 2) Breathalyzer.
 - 3) Blood test.
- G. Applicant's whose test results are negative for drugs will be deemed to have passed that portion of their medical examination.
- H. Test analysis that results in a positive indication of the presence of drugs will automatically require reanalysis of the original sample by an alternative method.
- I. If the reanalysis reflects a negative indication, the applicant will be deemed to have passed this portion of the medical examination.
- J. Where the reanalysis results in a second indication of the presence of an intoxicating substance, the applicant will not be considered for employment but may reapply after a period of one year has expired.
- K. Applicants who are taking medication prescribed by a physician will have so indicated on the examination form and any positive indications related to the presence of that medication will not prohibit employment, if the applicant's physical condition would not otherwise prevent employment.

Employee Substance Abuse Testing

A. Policy

- 1) The District recognizes that substance abuse is a national problem and that substance abuse can result in injury, physical and monetary loss, death and human suffering. In response to this problem, the District hereby adopts a policy to help identify employees whose use of alcohol, drugs and other intoxicating substances affects their performance in the work setting.
- 2) It is the District's intention to not only identify employees with substance abuse problems, but also to offer assistance to those employees who are willing to accept help with their problems.
- 3) This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to violations of District policy with regard to the use of drugs or alcohol or to job performance.

B. Procedure. The District will give each new employee a copy of this policy, receipt of which will be acknowledged by signature of each employee, to be kept in the employee's personnel file.

C. When Testing Will Occur An employee will be required to submit to a test for the detection of drugs or other intoxicating substances in the following situations:

- 1) When the employee reports to work and is apparently intoxicated or under the influence of an intoxicating substance; for example, staggers, smells of alcohol, exhibits thick or slurred speech or is incoherent.
- 2) Drinks alcoholic beverages or uses drugs while on the job.
- 3) When any of the following incidents occur:
 - a) An employee is involved in an accident while using a company vehicle.
 - b) An employee is involved in an accident that causes injury to persons or property.
 - c) An employee exhibits dangerous or bizarre behavior.
 - d) An employee is required to submit for testing under the provisions of the Department of Transportation Commercial Driver's license program.

If it is clearly determined at the time of the accident, the employee was not at fault, the testing maybe waived only with prior approval from the Human Resources Director or their designee.

D. Investigation. When any of the above incidents triggers the possibility of requiring the employee to submit to a test, the Human Resources Director should, if at all possible:

- 1) Make personal contact with the employee to determine if there are factors present that would indicate that the employee may be under the influence of, or may have used a drug or intoxicating substance.
- 2) Collect and record all facts pertinent to the reasons for suspecting substance use.
- 3) If it appears that the employee may be involved in such use of drugs or intoxicating substances, refer to the appropriate party, or, if the employee is injured and being treated for the injury, arrange for a test at the treating facility.

E. Results of Test

- 1) If test results are negative, the employee will continue in service.
- 2) Test analysis that results in a positive indication of the presence of drugs will automatically require a reanalysis of the original sample by an alternative method. If the test is positive after reanalysis, the employee will either:
 - a) Be disciplined pursuant to disciplinary procedures set forth in existing District policy, and/or
 - b) Be placed on medical leave of absence until found to be medically fit to return to work.

F. Voluntary Assistance. Alcoholism and drug addiction are treatable illnesses and the District encourages employees to seek professional assistance with substance abuse problems.

In line with this policy, the District hereby adopts the following procedure for those employees who voluntarily seek competent medical assistance:

- 1) Any employee who requests time off work to enter into a certified substance abuse treatment program such as a hospital or state licensed treatment center, will be given a medical leave of absence for a period of up to thirty (30) days.
- 2) Cost of the treatment is the employee's responsibility in conjunction with his/her medical insurance.
- 3) An employee will not receive any pay or salary while on medical leave except for accrued sick leave benefits or other disability benefits to which he/she is individually entitled.

- 4) An employee on medical leave may return to work upon furnishing a physician's statement which reflects that the employee is medically fit to return to work.
- 5) The personnel records of an employee who voluntarily seeks assistance shall not reflect the reason that a medical leave was granted nor shall there be any indication in the personnel file as to any diagnosis, the nature of the problem nor the place or type of treatment sought.
- 6) Any information received by the District in regard to an employee who is requesting a leave for this purpose will be kept strictly confidential.
- 7) The fact that a District employee has been on leave for treatment of a substance abuse problem shall not affect consideration for future advancement.
- 8) An employee may request up to two (2) separate periods of medical leave for substance abuse treatment while employed by the District. After a second leave is granted, the District may refuse to grant additional leave depending upon the medical circumstances of each case.

G. Employee Assistance. The District will make arrangements with a local provider for the services of an Employee Assistance Counselor.

The counselor will be available to management and employees to provide assistance in cases in which substance abuse is detected or suspected, or work performance indicates some type of problem that is affecting job performance. Referral to the Employee Assistance Counselor will be either mandatory or voluntary depending on the circumstances of each case.

H. Procedure For Referral To Employee Assistance Counselor

- 1) Human Resources Director. When a supervisor has noted a decline in an employee's job performance and supervisory action has failed to effect the desired change, a Human Resources Director may refer the employee to the Employee Assistance Counselor for evaluation and recommendation.
 - a) The Employee Assistance Counselor will determine if the employee's poor job performance is due to a substance abuse or other personal problem and will recommend a course of treatment or action as appropriate.
 - b) Participation by the employee in the recommended course of treatment is voluntary.
 - c) Whether or not the employee enters or completes treatment, the District will take the usual and customary disciplinary steps pursuant to District procedure in the event that job performance does not improve.
 - d) The District personnel records will only reflect that as part of establishing better job performance, the employee was referred to the Employee Assistance Counselor and shall not reflect any diagnosis or

recommendation unless the employee consents, in writing, to the release of such information.

- 2) Self-referral. Any District employee may contact the Employee Assistance Counselor directly, and in strict confidence, for help with substance abuse.
- a) The Employee Assistance Counselor will assist the employee in terms of evaluation and guidance in obtaining proper treatment.
 - b) If the employee and the Employee Assistance Counselor determine that a medical leave of absence is appropriate, the District will grant the leave upon request of either the employee or the Employee Assistance Counselor.
 - c) As noted above, no reason need be given for the leave of absence, however, the employee must be actively participating in a recognized program of rehabilitation.

TRAVEL REIMBURSEMENT POLICY

This policy defines the procedures for the originating of travel requests, reimbursements of funds expended and the establishment of reimbursement limitations. The procedures shall be as follows:

- A. Application for travel shall be made by completing and routing CVWD Form 140, Travel Authorization Request, as noted on the form.
- B. Travel is not authorized until approved by the General Manager-Chief Engineer.
- C. If the travel request is approved by the General Manager-Chief Engineer, the secretary will make the necessary arrangements.
- D. Whenever an expense advance is required, the secretary will submit the advance request to Finance no later than Thursday prior to the week the trip begins in order to allow for normal processing. No advance will be made if received by Finance after this time.
- E. Employee's expense claims (CVWD Form 072 and 0721), approved in accordance with the requirements of the General Manager, shall be submitted to Finance no later than the end of the month following the month in which the employee incurred the expenses. No claim will be allowed after that time and any advances will be deducted from pay. Receipts must be attached for all expenditures for which reimbursement is being requested. Reimbursement will not be made if receipt is lost.
- F. Reimbursement will be made for per diem (*Includes tax and tip and no receipts required) within the following limitation:
 - 1) Meals: Full day trips \$50.00* per day

Partial day trips:
Breakfast- \$ 10.00*
Lunch - \$ 15.00*
Dinner - \$ 25.00*
 - 2) Hotel: Actual cost.
 - 3) Taxicab: Actual cost plus fifteen (15%) percent tip.

- 4) Tips:
- a) Bellman – two (\$2.00) dollars for one (1) bag plus one (\$1.00) dollar per bag extra.
 - b) Skycap -two (\$2.00) dollars for one (1) bag plus one (\$1.00) dollar per bag extra.
- 5) Entertainment: Theater, magazines, newspapers, in-room movies - NO REIMBURSEMENT.
- 6) Telephone: Personal calls - NO REIMBURSEMENT - except for one call of three (3) minutes duration or less resulting from change of plans such as cancelled airline flight and for overnight travel, one safe arrival call home of three (3) minutes duration or less.
- 7) Other
- a) Travel by District vehicle. If traveling by District vehicle, it is advisable to carry District gasoline credit card to use for minor emergencies. These may be checked out from Finance for the length of the trip. Employee must contact District Auto Shop for major emergencies. If after normal working hours, call control (619) 398-2651 and ask them to contact the Auto Shop supervisor.
 - b) Privately Owned Vehicle. Under certain circumstances, employees may use their own vehicle for District travel. They must make a written request to the General Manager-Chief Engineer and obtain approval prior to travel. A copy of current insurance coverage, in the minimum amount of \$100,000/\$300,000, must be attached. Reimbursement will be on a per mile basis at the rate established by the Board of Directors. The reimbursement may not exceed the cost of the standard, unrestricted round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used. Reimbursement will not be allowed for any other transportation for the duration of the trip.
 - c) Meals. There will be no reimbursement for breakfast on the day the trip starts unless the travel is required to start begins one hour before an employee's normal start time. There will be no reimbursement for dinner on the day the trip ends unless the travel is required to end after 7:00 p.m.

The meal limitation may be exceeded when the meal is an organized luncheon, banquet or other meeting with meal, if the same cost is charged to all those in attendance.

- d) Meals for others. Employees are not authorized to purchase meals for others without prior written approval.
- e) Advances. There will be no advance allowed for a trip of one day or less or for trips where the estimated expenditures are less than forty (\$40.00) dollars. All advances must be cleared no later than the end of the month following the month in which the employee incurred the expenses or they will be deducted from pay.
- f) Drinks. Alcohol beverages are not reimbursable.
- g) Extended Travel Arrangements. Under certain circumstances with prior approval, the District may pay lodging, meals and other reasonable incidental expenses incurred at the destination required for business purposes when travel is extended for a time beyond what is normally required for such purposes (i.e., over a weekend), if the extension of time reduces the transportation costs that would otherwise have been incurred, thereby resulting in a net cost savings overall. Whenever such situations occur, they shall be fully described on the expense claim form subsequently prepared to document the travel activity. Notwithstanding the foregoing, the District shall not pay for transportation costs other than to and from the destination required for business purposes.
- h) Special circumstances.
 - i. Rental vehicles. Under certain circumstances, employees may use rental vehicles at their destination. If the travel is being performed on public transportation and the rental of a vehicle is more economical than using taxicabs or shuttles, authorization may be granted by the general manager-chief engineer. Requests must be made prior to the trip. As a reminder to employees, supplemental auto insurance is not to be purchased.
 - ii. Excess cost. If an employee believes that the expenses incurred while traveling require special consideration because of the high cost of meals at the location or other special circumstances, the employee shall submit the justification and obtain written approval from the general manager-chief engineer prior to the travel.

CELL PHONE USE POLICY

PURPOSE: To provide District employees with a safe and professional working environment.


DISTRICT CELL PHONES:


- A. Employees must adhere to all Federal, State or District regulations regarding the use of cell phones while driving.
- B. District cell phones should only be used for business purposes. Personal calls should be limited to emergencies and infrequent calls of short duration when another means of communication is not available.
- C. When driving a vehicle, the task of driving is your first responsibility. A cell phone, whether it is district or personal can distract from the driving task. Beginning December 1, 2006 and until further notice the following rules will apply to the use of cell phones while driving:
 - 1) District cell phones may only be used with hands free operation. (Most cell phones have adapters to allow this, contact the Electronic Shop for details)
 - 2) Even with hands free operation, if it is going to be a lengthy call, an emotional call, or a call that requires much thought, the best practice is to tell the caller to wait while you pull off the road or have them call you back when you can give them your full attention. This practice should also be used when using the two-way radios that are installed in district vehicles.
 - 3) This policy will apply to personal cell phone use as well.

PERSONAL CELL PHONES, PAGERS AND "WALKIE TALKIE PHONES":

- A. Personal cell phones and pagers should be either turned off or on silent mode during working hours.
- B. Walkie-Talkie phone use should be limited to non-working time.
- C. Employees are prohibited from using the photo feature on camera cell phones on the District premises or whenever the employee is conducting District business.

TO VIOLATE ANY PART OF THIS POLICY MAY RESULT IN DISCIPLINARY PROCEDURES.

CWWD _____ 

ASSET _____ 

WORKPLACE VIOLENCE POLICY

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

DEFINITION:

Workplace violence includes, but is not limited to, the following:

- A. Threats of any kind with intent to harm.
- B. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- C. Causing physical injury to another person
- D. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures;
- E. Defacing District property, causing physical damage to the facilities; or property of another individual
- F. Committing acts motivated by or related to sexual harassment or domestic violence
- G. Bringing weapons of any kind on District premises, in District vehicles, in private vehicles parked in District parking lots, or while conducting District business. This includes, but not limited to firearms, knives (pocket and utility knives excluded), club, explosives, and incendiary devices.

REPORTING

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify their Supervisor, Department Head or Human Resources immediately.

If an incident involves an emergency and requires the direct intervention of law enforcement or emergency medical services, immediately call Supervisory Control at extension 2300.

Further, employees should notify Human Resources if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

INVESTIGATION

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety.


Knowingly and intentionally making false accusations is prohibited.

The District will not tolerate retaliation against any employee who reports workplace violence.

CORRECTIVE ACTION AND DISCIPLINE

If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on offending employees up to and including termination.

CVWD  _____


ASSET  _____

AGREEMENT

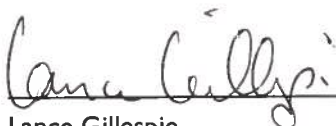
This agreement concludes all collective bargaining between the parties for the term of this agreement, except upon side letters signed by the Coachella Valley Water District and ASSET.

Coachella Valley Water District

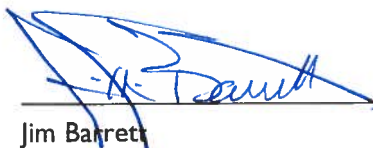
Association of Supervisory Support Evaluation Team

 11/23/11

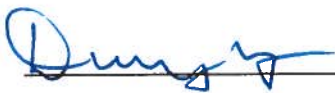
Steve Robbins
General Manager/Chief Engineer

 11/29/11

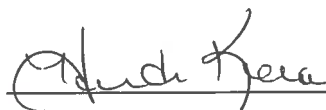
Lance Gillespie
ASSET Representative

 11.30.11

Jim Barrett
Assistant General Manager

 11/29/11

Dan Ivy
ASSET Representative

 11/30/11

Heidi Keeran
Human Resources Director

 11/30/11

Tina Donahue
ASSET Representative