



Sunnyslope Water District

Memorandum of Understanding between

Sunnyslope County Water District

and

Utility workers Union of America, AFL-CIO

Local 820

Union Member Ratification: July 22, 2024

Adopted by the Board of Directors

of the

Sunnyslope County Water District: July 23, 2024

Effective Date: July 1, 2024 – June 30, 2027

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**Sunnyslope County Water District and
Utility Workers Union of America, AFL-CIO Local 820**

THIS AGREEMENT made and entered into this day 1 of July 2024 through the 30th day of June 2027, by and between Sunnyslope County Water District, hereinafter referred to as "District", and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, for and on behalf of Local 820, hereinafter referred to as "Union."

It is the intent and purpose of the parties hereto to promote harmonious economic and industrial relationships between the District and its employees; and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties to this Agreement. The District and the Union jointly agree to perform faithfully the obligations imposed by this Agreement.

Section 1: Union Rights

The District recognizes the Union as the sole exclusive bargaining representative for the following unit positions, which include all full-time regular staff for billing/public relations specialist; account technicians; plant maintenance electrician/instrument technician; water and wastewater utility maintenance; and water treatment plant operators.

The District agrees that after receipt of a written and voluntarily signed authorization from any employee, on a form mutually agreed upon by the parties hereto, it will deduct from the wages of said employee, the amount of monthly dues as certified by said form. Said amount will be forwarded to the Treasurer of the Union. Such deduction authorization may be revoked, and the voluntary fees discontinued at any time by any employee, upon voluntary written notice to District and Union.

The Local Union will keep the District currently advised of the monthly dues to be deducted from the wages of each Employee, who shall have filed the required Dues Deduction Authorization with the Union and the District.

Section 2: Management Rights

The District retains, and shall continue to have, the complete and exclusive right and power to manage its operations and direct its work force except as expressly limited by specific obligations of the District which are set forth in the specific provisions of this Agreement. Such retained rights and powers include, but are not limited to, the following: to hire, to promote, demote, transfer, lay off, and recall; to assign and reassign to duties, hours of work, and shifts; to maintain good order and efficiency; to discharge, suspend, and discipline employees for just cause; to establish, maintain, add to or amend rules, regulations, or codes, not in conflict with this Agreement, governing the conduct of employees on District time, on District property, while in District uniforms, or in District vehicles; to determine the type and quality of service; to determine the size and composition of the work force; to discontinue all or any part of its operations; to transfer its facilities to other locations and there to perform all or any part of its operations; to determine whether to purchase or lease equipment; to lease, sell or otherwise dispose of any part of its operations, facilities or equipment.

All matters not specifically covered in specific provisions of this Agreement are reserved to the District and may not be subject to meeting and negotiations (unless required by applicable laws), grievances, or any other restrictions on the right of the District to manage and direct its employees and operations.

Section 3: Strikes and Lockouts

It is recognized by the parties hereto that the District is engaged in furnishing an essential public service, which vitally affects the health, safety, comfort and general well-being of a large number of people in the communities to which water and wastewater service is rendered by the District. It is further recognized that the District and its employees who are represented by the Union have a mutual responsibility to the public which requires that disagreements arising between the parties to be settled in an orderly way without interruption of water and wastewater service. In recognition of this mutual responsibility, the Union hereby agrees that there shall be no strike, sick out or multiple unapproved employee absences and the District agrees that there shall be no lockout during the term of this Agreement. Any violation of this provision will warrant the District in taking disciplinary action.

Section 6: Grievance Procedures

The purpose is to provide a procedure by which employees may formally claim they have been affected by a violation, misapplication, or misinterpretation of law, District policy, rule, regulation, instruction, or contract provision. Counseling memos, rule violation notes, or warnings shall not constitute matters subject to the grievance procedure. Claims arising between any employee, or the Union, and the District, shall be presented as a grievance in the following manner:

Section A: Grievance Procedures

A. Level I – Informal Resolutions - Employee and/or Union Representative – Supervisor and/or Human Resource Manager

- (i) A potential grievance, other than one involving a contractual interpretation or a disciplinary layoff or discharge, shall first be presented orally. The issue shall be presented by direct contact between the employee or group of employees and their immediate Supervisor and/or the Human Resource Manager, either in person or with their Union representative, within ten (10) working days after the date of the action complained of; or the employee or the Union became aware or should reasonably have become aware of the incident which constitutes the basis for the issue. The Supervisor and/or the Human Resource Manager and the person or persons presenting the issue(s) will discuss and attempt to resolve the matter. Every effort will be made to resolve the issue(s) in Level I. The Supervisor and/or the Human Resource Manager will provide a written answer to the Union President within five (5) working days after oral discussion is concluded.
- (ii) A grievance which involves a contractual interpretation, or a disciplinary layoff or discharge of any employee shall be initiated in writing by the Union directly to the General Manager without any undue delay, but in any event no later than fifteen (15) working days after the effective date of such contractual interpretation or a disciplinary layoff or discharge.

B. Level II – Formal Written Grievance - Employee and/or Union Representative – Superintendent and/or Human Resource Manager

- (i) If the grievance has not been resolved at Level I, the grievant may present their grievance in writing, on a form provided by the Union to the Superintendent and/or Human Resource Manager within ten (10) working days of the act or omission giving rise to the grievance. If the grievance involves the Superintendent, Level II responsibilities shift to the Human Resource Manager. The grievance shall include the decision rendered during Level I and the specific remedy sought.
- (ii) After receiving the written grievance, the Superintendent and/or Human Resource Manager shall communicate his/her decision within fifteen (15) working days; or indicate that up to an additional fifteen (15) working days is needed to conclude the investigation and render his or her decision in writing and transmit to the Union President.

C. **Level III** - Union President or - General Manager

- (i) Grievances, which are not satisfactorily settled at the Level II level and grievances under Level (ii) shall be referred to the President and/or Vice President of Local 820 who may, in their judgment, take up any grievance with the District. Such grievance shall be made in writing to the General Manager or designee, on a form provided by the Union. The General Manager or designee shall, within ten (10) working days of the notification of the grievance, hold an informal hearing with the Union President for determining the facts behind the grievance. Within ten (10) working days after the informal hearing, the General Manager or designee shall reply to the

written grievance. In the event the General Manager or designee is absent from the District Office, the ten (10) working days shall commence to run upon the date of return to the District Office. Decisions shall be in writing setting forth the reasons and will be transmitted promptly to all parties in interest.

- (ii) If after every reasonable effort has been made by the Union and the District to settle the grievance and no satisfactory settlement has been obtained, either party may within fifteen (15) days from the date of reply of the General Manager, make written request to the other party that the matter be submitted to non-binding mediation. By mutual agreement, the time for making such request may be extended for an additional fifteen (15) working days period. Failure to request mediation within the time period shall constitute a waiver of the right to mediation.

Within ten (10) working days after written request to mediate, the District and Union representative shall meet to select the mediator from the American Mediation Association or Federal Mediation and Conciliation lists of names. If they shall thereafter fail to agree upon the mediator within five (5) working days, the parties shall request with a joint letter from the District and the Union, the Director of AAA or FMCS to submit a panel of five (5) mediators and from such panel the representatives of the District and the Union shall promptly select the mediator by the alternate striking of names from said panel.

The hearing shall be held by the mediator at a time mutually agreeable to the parties. If the parties cannot agree, the mediator shall select the date. The location of the mediation shall be a mutually agreeable location within San Benito County. The mediator shall render a decision within sixty (60) days after the hearings having been concluded or briefs have been submitted; provided, however, that by mutual agreement this time may be extended. The expenses of the mediator shall be borne equally by both parties. Each party bears its own costs of counsel.

A written record of the disposition of each grievance shall be kept by the parties.

Employee will not be denied their request for Union representation at any interview or meeting held with the District where the purpose of such interview or meeting is to engage in a formal fact-finding process, which may result in

employees being the subject of disciplinary action.

The District shall direct a copy of any correspondence regarding disciplinary action of a member to the President of Local 820 via the District's inter-office mail system.

Section B (Grievance Procedure con't).

Representation: Employees have the right to Union representation at any investigatory interview or meeting.

- (1) All meetings and hearings will occur during working hours and shall be without loss of pay.**
- (2) If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits specified above, the right to pursue the grievance shall be waived, and the grievance shall be considered resolved.**
- (3) Saturdays, Sundays, and holidays shall be excluded in computing the time limits set forth above. By agreement in writing, the parties may extend any and all time limitations specified above.**
- (4) The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this suspension to the Board of Directors.**
- (5) A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file for ten (10) years.**
- (6) The President and/or Vice President of Local 820 shall have the authority to represent employees in adjusting grievances. The District agrees to meet on any issue concerning wages, hours or working conditions at any reasonable time during working hours when requested by the Union. These meetings, as well as negotiating meetings, when held during working hours and including travel time, shall be without loss of pay. Duly accredited representatives of the Utility Workers Union of America, AFL-CIO, shall have the right to attend and participate in all grievance and/or negotiating meetings.**
- (7) The Union shall create a grievance committee covered by this Agreement with authority to represent the employees in adjusting grievances. These meetings, as well as negotiating meetings when held during working hours and including travel time, shall be without loss of pay. Duly accredited representatives of the Utility Workers Union of America, AFL - CIO, shall have the right to attend all grievance and/or negotiating meetings.**

Section 7: Lay-offs and Discharges

Whenever, in the judgement of the District Board of Directors, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or offered the option of moving to another position within the District, if a position is available and if the employee is qualified.

Section 8: Hours and Conditions of Work

The basic day of work for full-time employees is eight (8) hours, exclusive of the meal period. Various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee's starting and quitting times and total hours worked each day or each week. The District reserves the right to assign employees to jobs other than their usual assignments when required. In addition, employees may be required to work overtime or hours other than those normally scheduled whenever necessary.

The standard workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday. Normal working hours for field crew personnel are Monday through Friday; 7:30 a.m. to 4:30 p.m. with a one-hour lunch break. Normal working hours for field management are Monday through Friday, 7:30 a.m. to 4:30 p.m., with a one-hour lunch break. Normal working hours for office workers and management personnel is Monday through Friday; 8:00 a.m. to 5:00 p.m. with a one-hour lunch break. The on-call time period is for a duration of 7 days commencing at 7:31 a.m. on Wednesday and concluding the following Wednesday at 7:30 a.m.

The General Manager may allow for work schedules that deviate from the standard hours when it is determined to be in the best interest of the District.

Section 9: Job Descriptions and Committee

The District has provided to the Union the Job Descriptions setting forth the job title, definition, typical duties, special functions, and responsibilities for each job classification covered by this Agreement. The District may revise any job description to meet changes in operational procedures. If any such revision in a job description will affect a substantial increase in the duties or responsibilities of the job classification, the District will notify the Union of the revision at least ten (10) days prior to the effective date of the revision, and, prior to the effective date, the District and the Union will meet to discuss whether the revision should result in a change in classification and/or compensation. If the parties are unable to agree whether the revision should result in a change classification and/or compensation, the revision shall become effective as scheduled, but not the change in job classification or compensation. At the request of either party, the question as to whether the revision should result in a change in classification and/or compensation will be submitted to mediation in accordance with the provisions of this Agreement.

The District and the Union agree to create a collaborative team to review all Job Descriptions every 24 months with the intent of maintaining accuracy, up-to-date duties, responsibilities, and certification required.

It is understood that the Job Descriptions are not intended to set forth all the details of each job classification but only to outline in general terms the main duties, functions, and responsibilities of each job classification.

The District has the right to assign employees to work outside their job classifications when, in its sole discretion, operations require.

Section 10: Overtime

An eligible hourly employee shall receive overtime compensation for any time worked, plus time taken for authorized paid leave of absence, in excess of forty (40) hours per seven (7) day work period or any time worked in excess of the employee's eight (8) hour or greater normal daily work shift. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay.

If an employee works on each of the seven (7) days in any payroll week, the employee shall be paid double time for the hours worked on Saturday. All time worked in excess of twelve (12) hours in one (1) day, excluding meal periods, shall be paid at the rate of double time and in the event the overtime should continue into the following day, the additional continuous overtime shall be paid at the double time rate.

Time and one-half is paid after eight hours and double time after twelve hours of work, excluding mealtimes.

Time in excess of 50 hours per week shall be paid at double time. The overtime rate shall not be paid on both a daily and a weekly basis for the same hours so worked.

On-call personnel will be paid 2.7 hours each weekend day at 1.5 times their normal pay per hour. If the on-call person is called during this period, this is not considered a call out unless the 2.7 hours is first used. On-call personnel will be paid 2.7 hours on holidays at 2.0 times their normal pay per hour. Meal period pay and meal allowance does not apply to the 2.7 hours on weekends and holidays for on-call personnel. Double time on Saturdays does not apply to on-call pay for 2.7 hours each weekend day.

Overtime shall be distributed equitably among all employees except when it is impractical to do so. All time worked on a scheduled basis on an employee's regular day off shall be at the rate of time and one-half. Any employee called out on their day off or after they have left the job, shall be paid at the rate of time and one-half; and in no case shall they be paid the overtime rate for less than two (2) hours for each such call. Any employee called out on a regularly scheduled holiday shall be paid at the rate of double time; and in no case shall they be paid the overtime rate for less than four (4) hours for each such call.

Overtime pay shall be computed to the nearest quarter hour or hour of overtime worked.

Overtime pay is not reportable compensation for CalPERS retirement.

If an employee is required to work more than five (5) consecutive hours without a meal period, they shall be paid at the rate of time and one-half for all the time in excess of five (5) hours until they receive a meal period.

If a day's work entails more than two (2) hours of overtime at the beginning or end of a regular working day the employee shall be permitted a meal period with pay. Meals shall be at the District's expense.

The District provides a meal period after completion of more than two (2) hours of regular

overtime work. Employees are entitled to another meal period after five (5) hours worked from the end of any meal period taken. Meals are to be taken within one and one-half hours of when due. An employee, who with authorization, works more than five (5) hours beyond when a meal period is due, will be paid one additional hour of pay for each meal period missed, at the rate of time and one-half.

If an employee is on emergency duty outside of their regular working hours, they shall be allowed time out with pay for a meal at least every five (5) hours. Meals shall be at the District's expense.

A meal period is one hour in length.

All meal periods entitled to be taken with pay shall be paid at the rate of time and one-half. Meal allowance of \$15 will be paid by the District for each meal earned regardless of actual expense incurred or whether meal is taken.

If an employee works between the hours of 12:00AM and 6:00AM, the employee receives time off with pay up to four (4) hours that same day; depending on time left in scheduled shift.

If an employee works more than four (4) hours between the hours of 12:00AM and 6:00AM, the employee receives up to eight (8) hours off with pay that same day; depending on time left in scheduled shift.

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Any non-exempt employee working on a holiday shall, in addition to receiving pay for the holiday, be paid for the actual hours worked at their overtime rate of pay, or as otherwise specified under *Overtime*.

Employees on authorized unpaid leave of absence, Workers' Compensation, or medical leave at the time of the holiday observance will be ineligible for holiday pay.

Section 13: On-Call

On-call duty is required for all maintenance personnel, unless exempt by the District Manager. On-call duty shall be defined as that circumstance which requires an employee assigned by the District to:

- a. Be ready to respond immediately to an emergency call for service after hours.
- b. Be readily available at all hours by telephone or other communication equipment.
- c. Refrain from activities which might impair an employee's duties upon call.
- d. On-call duty is normally assigned in seven (7) day increments .After hours on-call duty starts on Wednesday at 7:31 a.m. and runs to the following Wednesday at 7:30 a.m.
- e. The on-call operator shall also have the responsibility for "stand-by" assignment during their designated lunch hour.

On-call compensation of the (7) day increment shall be \$ \$300.00 to be paid to the employee who completes the on-call. This information must be noted on each employee's time sheet.

On-call compensation for weeks that include holidays shall include an additional \$50 per holiday for the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day.

When the on-call employee is called out after normal working hours, the employee is guaranteed a two (2) hour minimum pay. The compensation is 1.5 (1 ½) times their normal pay per hour. On-call time starts when the person responds to the answering service call. If they are called out again within that two-hour period, no additional compensation will be paid until more than two (2) hours of work is accomplished. If personnel are called out again, the same rule applies.

On-call personnel will be paid for 2.7 hours each weekend day at one and a half (1½) times and holiday days at two (2) times their normal pay per hour. If the on-call person is called during this time period, this is not considered a call-out, unless 2.7 hours is first used. On-call personnel assigned additional on-call duties associated with the Industrial Wastewater Plant (IWTP) shall receive one additional hour. If management, in their discretion, assigns an additional on-call operator to address only the IWTP for on-call duties, then 2.7 hours shall apply to that duty.

Any deviation from the On-Call List must be reported to the Water/Wastewater Superintendent immediately so that the appropriate agencies can be notified.

Section 14: Rest and Meal Periods

All full-time employees shall take periods of rest during the workday consisting of a ten-minute rest period in the morning, another ten-minute rest period in the afternoon, and a one-hour meal period.

Employees are required to notify their immediate supervisor, where feasible, at the beginning of any break or meal periods. Please keep in mind that when employees are not on a break, they are expected to devote their full efforts to their duties.

Employees are relieved of all active responsibilities and restrictions during meal periods and are not compensated for that time. Employees responsible for handling emergencies or safety-related duties may have to work through or cut short breaks or meal periods. Employees are responsible for making sure they take their breaks and meal period each day.

Section 15: Cell Phones

The District will provide a District owned cell phone for the District's main office, and a cellular table to the West Hills Water Treatment Plant, The Lessalt Water Treatment Plant and the Ridgemark Wastewater Treatment Plant. These phones/tablets are to remain at each site listed and are for staff use at these specific sites. The District will continue to provide a flat monthly reimbursement for the use of personal cell phones to those employees who desire to use their personal phone for District business and have been approved by the General Manager. The reimbursement amount for the use of personal cell phones will be \$30.00 per month. All other terms and conditions of cell phone or tablet use will remain consistent with Policy noted in Employee Handbook.

Section 16: Boot Allowance, Uniforms and Appropriate Work Attire

Boot Allowance: The District will pay up to \$250.00 per fiscal year (July 1st – June 30th) for safety shoes (footwear) purchases for qualifying employees, either directly to the retailer or to the employee upon presentation of a receipt.

Office Uniforms: Effective July 1, 2019 the District will provide Office Staff an allowance of \$100.00 per fiscal year to spend on uniform tops and/or jackets. The items will be chosen from a catalog agreed to by the District. The District will reimburse the employee upon presentation of a receipt. Office Staff are not required to wear clothing purchased with the allowance to work and may wear their own clothing.

If the employee pays for qualifying items out of pocket, a receipt for the items must be submitted within 2 weeks of the purchase to be eligible for reimbursement. Any amount in excess of the allowance shall be the employee's responsibility. If an employee does not use all or part of the \$100.00 allowance with the fiscal year, the unused portion is forfeited by the employee.

Employee Classifications qualifying for the Office Clothing Allowance are as follows:

- Billing Clerk/Receptionist
- Account Technician

Additional qualifying positions may be added from time to time upon approval of the General Manager.

At the District, professional image is important and is maintained, in part, by the image that employees present to customers, visitors, vendors, and others in the District's business. In choosing appropriate work attire, employees should consider factors including tastefulness, anticipated requirement for public contact, the nature of the job, and working conditions.

The District expects all employees to use good judgement and taste in matters of personal grooming and dress. Good judgment includes consideration for both the District and its constituents and customers. Attire should be in keeping with the dignity and image of a professional office. Employees should always be neat and clean in appearance, dressed in reasonably professional and conservative attire, and conduct themselves in a businesslike manner. The following is offered as a general guideline:

- a. **Business Casual Attire (Monday through Friday):** No jeans, t-shirts, tank-tops, halter-tops, midriff-baring tops, low cut tops showing cleavage, tops with spaghetti straps, tube-tops, sweats, shorts, tennis shoes, flip flops, thong type sandals, or other informal or inappropriate attire. Exceptions will be allowed only with General Manager approval.
- b. **Business Attire (Board & Special Meetings):** Generally, will include suits, sport coats, dress shirt and tie, and dress slacks unless excused by the General Manager in advance.
- c. **Field Work Attire (All times):** Field or facility work may require special uniforms or equipment. Employees shall consult with a supervisor on requirements in advance. No personal hats and jackets may be worn with prior District approval

- d. **Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Employees who violate the District's dress code will be subject to corrective action and disciplinary action, up to and including termination.**

Section 17: Vacations

Vacation time accrued may be taken starting with the month following the month when it was earned.

Paid vacations shall be accrued monthly based on the following schedule. Eligibility for the next level of days earned occurs on an employee's anniversary date, and is effective the following month.

- a. During the first five years of service, ten (10) vacation days per year, or 6.67 hours per month;
- b. Six through ten years of service, fifteen (15) vacation days per year, or 10 hours per month;
- c. Eleven through fifteen years of service, twenty (20) vacation days per year, or 13.33 hours per month;
- d. After fifteen (15) years of service, twenty-two (22) vacation days per year, or 14.67 hours per month.

All vacation leave must be scheduled and approved in advance, and generally should be taken in the year in which it is earned. The employee shall complete the Request on a form approved by the District ten (10) days prior to the leave and must have the leave approved by their supervisor. In exceptional circumstances the General Manager, at their discretion, may waive the notice requirement.

Vacation slots will be evaluated on the basis of projected staffing needs, and extenuating circumstances. Employees must submit the completed form with their Time Sheet. (Refer to Appendix E in Employee Handbook)

No employee shall be allowed to accumulate more than thirty (30) days or two hundred forty (240) hours of vacation. Vacation leave earned and unused above the 240-hour limit will be forfeited, unless an exception is granted by the Board of Directors.

Employees on authorized paid leave of absence of greater than 30 days, authorized unpaid leave of absence, Workers' Compensation, or medical leave shall not accrue vacation during the absence. Upon separation of employment, the District will compensate the employee for all accrued vacation time at their straight time rate of pay at the time of termination.

The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

Section 18: Sick Leave

All employee classifications are provided paid sick leave benefits. Sick leave is defined as the time an employee is absent from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments to undergo medical, dental, or optical examinations or treatment shall be subject to sick leave provided prior notice is provided to the employee's supervisor.

Employees earn sick leave at a rate of one working day per month (8 hours) for full-time employment. For employees working less than full-time, actual accrual is pro-rated based upon the number of hours paid per month. Sick leave accrued may be taken starting with the month following the month when it was earned. There is no limit on the amount of sick leave an employee may accumulate. A record of accumulated sick leave earned, and sick leave used will be maintained by the Finance and Human Resource Manager.

It is the employee's responsibility to notify their supervisor as soon as possible, but no later than one-half (1/2) hour after the start of the work shift if unable to come to work due to illness or injury. If the illness lasts more than one (1) day, employees must keep their supervisor notified of their condition and estimated return to work date.

Employees on authorized paid leave of absence of greater than 30 days, authorized unpaid leave of absence, Workers' Compensation, or medical leave will not accrue sick leave during the absence.

Any employee, to become eligible for paid sick leave, must satisfy their supervisor that the employee is actually absent due to sickness or injury. Employees may be required to submit a physician's or dentist's statement or other appropriate document with their supervisor stating the cause of absence before such sick leave with pay shall be granted. The District may request a doctor's certificate clearing the employee to return to work if the illness or injury so merits. A doctor's certificate may also be required on any absence exceeding three workdays. The District may periodically evaluate an employee's ability to return to work with a physician, and with Workers' Compensation if applicable.

When applicable, at the employee's request, the District will coordinate its sick leave benefits with Workers' Compensation benefits, Disability Insurance benefits, and Paid Family Leave benefits. If an employee receives any of the above-named benefit payments, they must report them to the District for proper accounting and coordination. Employees shall receive no more in total compensation from both the District and the insurer, than their regular wage. If an employee coordinates these benefits with the District's sick leave benefit, they will only be charged for the amount of sick leave needed to make up the difference between the regular salary and the amount paid by the insurer. Future sick leave and vacation will only accrue based on the pro-rata basis of paid leave hours used compared to total work hours if the employee had worked during the pay period.

In the event an employee becomes ill or incapacitated longer than their accumulated time off (including vacation), health, dental, vision, and life insurance benefits for the employee will remain in effect as long as the terms of the benefit policy then in effect allow, not to exceed three (3) months after all leave time has been exhausted. Payment of dependent insurance premiums continues to be the responsibility of the employee. Employees must submit the completed request with their Time Sheet. _

Conversion to Cash

District employees may not cash-out or be compensated for any of the first 240 hours of sick leave accrued.

Any current employee having completed 10 years of continuous service with the District and having an unused sick leave accrual balance exceeding 500 hours, may, at their option, "cash-out" up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the "cashed-out" hours do not diminish the unused sick leave accrual balance to an amount of less than 500 hours.

Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash-out". Request for payment of unused sick leave as described herein, shall be made in writing to the payroll clerk by November 10th of each year.

Payments of "cashed-out" unused sick leave will be paid on payday dated November 30th of each year. An employee may have the option to contribute "cashed-out" unused sick leave to ~~his or her~~ **their** Deferred Compensation account (depending upon previous contributions, and not to cause the employee's annual contributions to exceed the annual amount allowed by law) or toward the employee's monthly share of health, dental or vision benefit.

Sick Leave compensation payment for unused sick leave is not to be used to determine employee's "average monthly compensation" or "same rate of pay."

Upon separation of employment, the District will not compensate an employee for any unused accrued sick time. However, any current employee having completed 10 years continuous service with the District and who retires under the California Public Employees Retirement System will be compensated for 25% of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of retirement from District service.

Section 19: Kin Care Leave

Full-time and part-time employees may use accrued sick leave upon the General Manager's approval as Kin Care leave to care for sick "immediate family" members.

As it refers to Kin Care, the term "immediate family" shall include spouse, children, parents, and parent in-laws as defined below:

- a. The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b. The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.
- c. A "parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.
- d. A "parent-in-law" extends parent to include mother-in-law, father-in-law, or grandparents.

In exceptional circumstances the General Manager may, at his or her discretion, grant kin care sick leave for someone other than those members included in a, b, c, d noted above.

Kin care leave time shall not accumulate from year to year.

Employees must provide as much notice as possible to request kin care leave, on a form approved by the District. If the leave lasts more than one (1) day, the employee must keep their supervisor notified.

Section 20: Bereavement Leave

Full-time employees are eligible to receive up to three (3) days paid leave at any one time when they are absent from work due to death of a member of their "immediate family". The term "immediate family" can be broadly or narrowly construed. For the purpose of Bereavement Leave, "immediate family" shall be defined as follows:

- a. The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b. The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.
- c. The term "child-in-law" extends child to include daughter-in-law or son-in-law.
- d. A "parent" means a biological, foster, or adoptive parent, a stepparent, legal guardian, or person standing in place of a parent.
- e. A "parent-in-law" extends parent to include mother-in-law, father-in-law, or grandparents.
- f. A "sibling" means a biological, adopted, or foster brother or sister, or stepsibling.
- g. A "sibling-in-law" extends sibling to include brother-in-law or sister-in-law.
- h. "Other" immediately family refers to aunts, uncles, nieces, or nephews.

In exceptional circumstances the General Manager, at their discretion, may grant Bereavement Leave for someone other than those members listed above in and up to an additional two (2) days of paid bereavement leave.

The employee shall provide as much notice as possible to request Bereavement Leave, and make the request on a form approved by the District. If the leave will be for more than one (1) day, the employee must keep their supervisor notified.

Section 21: Authorized Unpaid Leave of Absence

Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the District may be granted by recommendation of the General Manager. An employee may request a leave of absence without pay for a period of up to six months.

Requests for leaves of absence without pay shall be submitted in writing, on a form approved by the District, by the employee to his or her supervisor, who shall consider such requests on their individual merits and circumstances and shall forward his or her recommendation to the General Manager for approval. If rejected, the General Manager shall submit reasons for rejection of such request to the employee. The employee may appeal the decision per *Grievance Procedures*.

Such leave of absence may be taken only after all accumulated vacation time has been exhausted. If the leave of absence is for medical reasons, then all accumulated sick leave must also be exhausted before a leave of absence can be granted.

Employees on an unpaid leave of absence shall not accrue seniority, sick leave, vacation, or be eligible for holiday benefits. They must also reimburse the District for the cost of the employees' medical, dental, and vision premiums, as well as continue to pay for any dependent insurance coverage. The completed form must be submitted with the Time Sheet. _

Due to the District's limited work force, maintenance of job classifications for the term of an authorized leave of absence cannot be guaranteed beyond six months. Employees returning from a leave of absence will be reinstated to the first available job classification for which they are qualified.

Section 22: Pregnancy Disability Leave

If an employee is disabled by pregnancy, childbirth, or related medical condition, she is eligible to take a pregnancy disability leave (PDL). The PDL is for any period of actual disability caused by pregnancy, childbirth, or related medical condition up to four months per pregnancy.

The employee should advise her supervisor as soon as possible after she becomes aware that PDL will be needed. Requests should be made on a form approved by the District. The employee should also inform her supervisor when such leave is expected to begin and how long it will likely last. The employee should make arrangements with her supervisor regarding the scheduling of any planned medical treatment or appointments in order to minimize disruption of the operations of the District.

Upon request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be modified if necessary to protect the health and safety of the employee and her child.

The following conditions also apply:

- a. PDL begins when ordered by the employee's health care provider. The employee must provide her supervisor with a certification from a health care provider containing:
 1. The date on which the employee became disabled due to pregnancy;
 2. The probable duration of the period or periods of disability; and
 3. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- b. Return to work from PDL will be allowed only when the employee's health care provider endorses a release that must be submitted to the employee's supervisor.
- c. The duration of the leave will be determined by the employee's health care provider, but in accordance with regulations may be for not more than 88 working days. Regular part-time employees are entitled to leave on a pro rata basis. The 88 working days of available leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- d. The employee will remain in paid status while using appropriate accrued leave (sick or vacation) during a PDL to satisfy any disability waiting periods or to supplement disability benefits in order to maintain the equivalent of full salary.
- e. The employee will be in non-paid status after exhaustion of appropriate accrued leave balances or at the employee's election to not use accrued leave benefits.

- f. During the period of PDL, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums as if the employee were not in leave status, as required by law or regulations. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies or plans for which it has not been reimbursed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a PDL, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a PDL has no greater right to reinstatement than if the employee had been continuously employed. _

Section 23: Family Care and Medical Leave

The purpose of this policy is to clarify how the District will implement the Family Medical Leave Act of 1993 (FMLA) and the California Family Relief Act (CFRA).

Eligibility. To be eligible for leave under the FMLA and the CFRA an employee must have: (1) been employed by the District for at least twelve (12) months, which need not be consecutive; and (2) worked for the District at least 1,250 hours in the twelve (12) months immediately preceding the commencement of leave. **A request must be made on a form approved by the District.**

Section 24: Unpaid Leave

Eligible employees will be provided with up to twelve (12) weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails: (1) inpatient care in a hospital, hospice, or residential medical care facility; or, (2) continuing treatment by a health care provider.

Both District policy and employee choice shall govern whether paid time off is substituted for otherwise unpaid leave. To care for a child after birth, or placement for adoption/foster care, an employee may elect to substitute accrued paid vacation for unpaid leave. For an employee's own serious health condition, or to care for an immediate family member who has a serious health condition, the employee must first use accrued paid sick leave, and may also elect to substitute accrued paid vacation before taking the remainder as an unpaid leave.

Employees on authorized family care leave who were previously covered by the District's health, dental, vision, and life insurance coverage shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work consistent with the District's existing policy, not to exceed 12 weeks. Payment of dependent insurance premiums continues to be the responsibility of the employee.

At the end of the family care leave, the employee will be reinstated to their original or equivalent position with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. The District may also require the employee to obtain medical certification that they are able to resume work.

Employee Obligations:

- a) If an employee requests leave for the birth, adoption, or the foster placement of a child, or for pre-scheduled medical treatment and the need for leave is foreseeable, the employee must provide the General Manager with a written request for family care or medical leave, on a form approved by the District, with at least thirty (30) days advance written notice. For other events, employees must provide as much notice as possible.
- b) Employees seeking leave on account of a serious health condition must provide the General Manager with medical certification regarding their condition. The General Manager may require employees to obtain, at the District's expense, a second opinion. If the second opinion differs from the first, the General Manager may require a third opinion from a mutually-agreed upon health care provider.
- c) For most leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the General Manager's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An

employee who seeks intermittent leave on a reduced-leave schedule because of a planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates recurring periods of leave better than the employee's regular job.

Section 25: Catastrophic Leave

At the discretion of the General Manager, employees will be permitted to transfer eligible leave credits to a time bank to be used by an employee when a non-work related catastrophic illness or injury occurs.

An employee's job-related illness or injury subject to Workers' Compensation coverage shall not be eligible for this catastrophic leave provision.

Definition of immediate family is defined as:

- a) The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b) The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.

Definitions used in the application of this rule:

- a) Catastrophic illness or injury is further defined as a non-work-related illness or injury which is expected to incapacitate the employee for an extended period of time, and which creates a financial hardship because the employee has exhausted all of his or her accumulated paid leave time.
- b) Catastrophic illness or injury is further defined as above, that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of his or her accumulated paid leave time.
- c) A time bank is one or more hours of leave credit donated by one or more employees to another employee who has been incapacitated by a catastrophic illness or injury.
- d) Eligible leave credits include vacation only. They do not include sick leave.

A time bank for catastrophic illness or injury may be established:

- a) Upon request of an employee;
- b) Upon determination by the General Manager that the employee in the District is unable to work due to the employee's catastrophic illness or injury; and
- c) That the employee has exhausted all paid leave credit.

If a time bank is established, any employee may, upon written notice to the Finance Manager, donate eligible leave credits to another employee under the following conditions:

- a) Any regular employee may donate accumulated vacation time to an eligible employee; however, sick leave cannot be donated.
- b) Donations must be made in increments of one regular workday (or more) from the donating employee, up to a maximum of 40 hours in a one-year period.
- c) The District will assure that only credits that may be needed are transferred.
- d) The donation of paid vacation time is reversible.
- e) Employees donating paid vacation time shall do so in writing on a form developed by the General Manager.

- f) Donations will be reflected as an hour for hour deduction from the leave balance of the donating employee.
- g) All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

In order to receive time from the time bank, an employee must provide appropriate verification of illness or injury as determined by the District and must meet the following conditions:

- a) The employee requesting "catastrophic leave" shall submit a written request to the General Manager for review. The request must include a written statement from a licensed physician verifying the illness or injury. The General Manager shall include with the next payroll an announcement, which shall state: "(Employee name)" has requested Catastrophic Leave. Employees who would like to donate a portion of accrued vacation time to another employee should contact the General Manager's Office for a donation form." The General Manager or his or her designee shall implement the catastrophic leave donation and usage program in accordance with this article.
- b) The affected employee must have exhausted any accumulated paid leave time for which he or she is eligible (sick or vacation) prior to utilizing catastrophic leave.
- c) An employee who receives times through this program shall use any leave credits he or she continues to accrue on a monthly basis prior to receiving time from the time bank.
- d) The employee for whom the time bank is established will have any time which is donated to the time bank transferred to his or her account in one-hour increments for use as sick leave only. Donated credits will be reflected as an hour-for-hour addition to the leave balance of the receiving employee.
- e) The total amount of leave credits donated may not exceed an amount sufficient to insure the continuance of regular compensation.
- f) The use of donated paid vacation time given shall be up to the discretion of the General Manager and approval by the Board of Directors.
- g) Use of time from the time bank may not be used to augment benefits received due to a work-related injury or illness.

Section 26: Leave for Crime Victims and Family Members

An employee who is a victim of a crime or is a member of a crime victim's "immediate family" shall be authorized to be absent from work in order to attend judicial proceedings related to that crime, subject to the District's General Manager determining that work requirements may be maintained during the absence.

For the purpose of Leave for Crime Victims and Family Members, "immediate family" is defined below:

- a. The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b. The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.
- c. A "parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.
- d. A "sibling" means a biological, adopted, or foster brother or sister, or stepsibling.

"Victim" means a person against whom one of the following crimes has been committed:

- a. A violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code;
- b. A serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code; or
- c. A felony provision of law proscribing theft or embezzlement.

Prior to an employee being absent from work, the employee must provide the District with a copy of the official notice provided to the victim of each scheduled proceeding.

An employee absent from work to attend a scheduled proceeding may elect to use accrued vacation leave, sick leave, or unpaid leave time.

The District shall keep confidential any records regarding the employee's absence from work pursuant to this policy.

Section 27: Workers Compensation

Workers' compensation insurance is paid by the District and protects employees injured while performing assigned duties on the job. All employees are covered by the District's Workers' Compensation Insurance. Employees must report any work-related injury or illness immediately to their supervisor. Work-related illness or injury will be treated in the manner prescribed by the District's Workers' Compensation Insurance carrier. This includes immediate diagnosis and treatment at a hospital or emergency room if necessary, and follow-up care with appropriate physicians.

If an employee is injured at work and is temporarily unable to perform their usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to the District within fourteen (14) days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and the District's business needs.

While on Workers' Compensation leave, employees are required to provide periodic updates on their medical condition to the General Manager. Prior to returning to work, an employee must provide a written release from his or her doctor that permits a return to work and indicates any restrictions to full duty. The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently or the employment relationship has otherwise been terminated.

The employee may elect to have Workers' Compensation benefits coordinated with the District's sick leave benefits. Sick leave would be applied on a pro-rated basis so the employee's compensation from the District equal to or less than the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.

Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums, as if the employee were not on leave status, for the duration of the leave. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies or plans for which it has not been reimbursed. Request must be made on a form approved by the District.

Section 28: Time Off for Children – School Activities

California Law allows a parent or guardian to take up to a total of 40 hours of time off each calendar year (but no more than 8 hours in one month) without pay to participate in their children's activities at school (grades K through 12) or licensed day care. The absence is subject to all of the following conditions:

- a. Employees planning to take time off for school visitations must provide as much advance notice as possible and all requests must be approved by the employee's supervisor;
- b. Employees must use accrued vacation in order to receive compensation for this time off; and
- c. Employees who do not have accrued vacation time available shall take the time off without pay.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In compliance with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

- a. Employees must use accrued vacation in order to receive compensation for this time off; and
- b. Employees who do not have accrued vacation time available will take the time off without pay.

Section 29: Jury Duty

This policy shall apply to all regular employees in all classifications.

Any employee summoned for jury duty shall immediately notify his or her immediate supervisor and make a request on a form approved by the District.

While serving on a jury, an employee will be given a paid leave of absence for the duration of said jury duty. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his or her remaining normal workday. It is also conditional upon the employee's conveyance to the District of any compensation received as a juror, not including any travel allowance received. Jury duty shall not be counted as hours worked for purposes of overtime calculations. Time off while serving Jury Duty should be separately accounted for on the Time Sheet.

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Section 30: Voting

The District believes that it is the responsibility and duty of its employees to take an active role in the election process and exercise the privilege of voting in federal, state, or local governmental elections. In accordance with this philosophy, the District grants its employees advance arranged and approved time off to vote and for periods of service as an election official.

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, up to two hours during the work day to vote. Time off for voting shall be taken at the beginning or end of an employee's regular work shift, whichever accommodates the most time for voting and the least time off from work. Time off for voting should be reported and coded appropriately on timekeeping records.

Employees must provide their supervisor with at least two (2) days' notice that time off is needed and make a request on a form approved by the District.

Section 31: Military Leave

Employees, who enlist in or are inducted into the armed forces of the United States, or its auxiliaries, shall accumulate seniority during absence for such service and shall have all rights reserved to them as are provided for under the Veterans' Reemployment Rights Act.

For attendance at encampments not exceeding two (2) workweeks or ten (10) working days in any one year, the District will pay employees the amount, if any, by which the remuneration they receive from the government is less than their regular District pay would have been for the same pay period. The District will require satisfactory evidence of attendance. The District will continue to provide healthcare, dental, and vision benefits at the District's expense for up to thirty (30) days during this approved leave. Such items as subsistence, travel, uniform and other allowance will not be included in computing the remuneration received from the government.

Employees shall provide the District as much advance written notice as possible of their planned military leave. A copy of the applicable official orders for training or active duty must accompany the notice.

Section 32: Union Business on District Time

The District will provide paid release time with preapproval by the General Manager or their designee for Union members for the purpose of meeting and conferring with the District concerning issues which may arise during the term of the contract. The Union retains the right to determine which members shall be their representatives for each meet and confer issue.

Union member representatives (officers, stewards, trustees) employed by the District shall assist members in resolving grievances at the lowest possible administrative levels. These member representatives shall be afforded reasonable time during normal work hours for investigation, processing of grievances, for investigation of disciplinary actions, and to meeting with management regarding such actions without loss of pay or benefits. The Union shall provide an updated list of representatives to the General Manager and the Finance/Human Resource Manager. Only representatives from this list may be released from regular work duties for these activities.

The Union shall give the District enough notice to allow scheduling and other operational issues to be handled during the release time. Requests for release time shall include a location where the activity is to occur, time needed, and general nature of the Union business being conducted during release time.

Section 33: Time Off for Official Union Business

An employee selected by the National Union to do work which takes them from their employment with the District, may upon written request to the District, receive a temporary leave of absence for the period of their service for the National Union. Upon their return from the leave of absence, they shall be returned to the position held before their leave of absence. An employee may use available vacation leave or take leave without pay for their absence. Time off shall be scheduled and authorized per the General Manager. Leave without pay shall be limited to five (5) days per calendar year and may be extended upon approval by the General Manager.

Section 34: Health and Welfare Benefits

a) Description

The District's medical, dental, and vision insurance plans is available to full-time employees. There will be three participation levels as referenced under Section [e]. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

Medical, dental and vision coverage shall become effective the first day of the month following the date of employment. The health insurance providers used, scope of coverage offered, and the portion of premiums to be paid by the District is subject to periodic review and revision by the Board of Directors.

b) Health Insurance Options

The District shall provide full-time employees with the choice of participating in the Public Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS.

c) IRS Code Section 125 Flexible Benefits/Cafeteria Plan

1. The District shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.

2. The District shall contribute towards the PEMHCA medical, dental and vision care plan amounts allocated in accordance with the District's Cafeteria Plan as specified below.

3. The District shall allocate specific amounts of "Flex Credits" to the employee's flexible benefit accounts. These amounts shall consist of the following:

(i) The District will continue to contribute a dollar amount towards monthly medical insurance premium:

COVERAGE	EMPLOYER CONTRIBUTION
Employee	\$1,900
Opt Out Health	\$1,500

(ii) For each fiscal year, the District will increase its contribution by the actual increase to the PERS plan or an amount not to exceed 10%. Employees hired after June 30, 2024, shall not be eligible for the Opt Out Health contribution.

(iii) Part-time employees will be allotted a total to "spend" based on their pro-rata ratio.

(iv) An amount equivalent to the District's contribution towards dental insurance. The required contribution for employees electing dependent coverage in accordance with Section [e].

(v) An amount equivalent to the District's contribution towards vision insurance. The required contribution for employees electing dependent coverage in accordance with Section [e].

4. In the event that surplus Flex Credits are available, all Union Employees shall have the option to allocate such Flex Credits to one or more of the following:

- Union Employees' Flexible Spending Account.
- ICMA or District-authorized 457 Deferred Compensation Plan

If a Union Employee's residual "Flex Credits" are reduced, the employee will have the responsibility to pay the contribution no longer covered by the Surplus Flex Credits.

5. Employees who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in the respective sections below. The cost of the optional premium not covered by available flex credits shall remain the employee's responsibility.

6. Employees who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [h] below.

d) Terms for Health Care Participation

Participation and coverage in the medical, dental, and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

e) Health Care Contributions

1. Employee-only Premium

The District shall contribute towards the medical, dental, and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this M.O.U. for each member of the unit. The employee-only premium for medical insurance shall be in accordance with Section [c] above.

2. Employee Option for Dependent Coverage

For those employees who elect the option for dependent coverage for medical, dental, and vision insurance plans, the District shall contribute monthly amounts equal to the employee plus one and employee plus family toward such dependent coverage in accordance with Section [c] above.

f) Vision Insurance

The District shall provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this M.O.U.

The District shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

g) Dental Insurance

The District shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

h) Health Insurance Waiver Option

1. Employees within this bargaining unit shall be eligible to elect not to participate in the District's health care program.

2. Employees who elect not to participate in the District's health care insurance program will be compensated in accordance with Section [c] "Opt Out Health" to be used toward the cost of any dependent insurance coverage. This cash amount will be paid as part of the employee's bi-weekly payroll.

3. Employees electing not to participate in the District's health care insurance program must annually provide proof of medical insurance coverage in order to maintain payment under this waiver option.

i) Miscellaneous

The District does not allow the employee to take the surplus credits in taxable cash. For employees who elect not to participate in the group medical coverage offered by the District, the District will provide dental and vision coverage for the employee and their dependents at no cost to the employee.

Section 35: COBRA Benefits

On April 7, 1986, a federal law known as “COBRA” (Consolidated Omnibus Budget Reconciliation Act) was enacted, requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end. Qualified individuals may be required to pay the entire premium for coverage of up to 102 percent of the cost to the plan. This overview is intended to inform employees, in a summary fashion, of their rights and obligations under the continuation coverage provisions of the law.

Employees covered by the District’s medical insurance plan have the right to choose continuation coverage if they lose their group health coverage because of a reduction in their hours of employment or the termination of their employment (for reasons other than gross employee misconduct), transition between jobs, death, divorce, and other life events. Employees’ eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the Plan would otherwise end.

For employees qualify to elect COBRA coverage, the election period is 60 days (starting on the date the employee is furnished the election notice or the date he or she would lose coverage, whichever is later) to choose whether or not to elect continuation coverage.

COBRA requires continuation coverage extend from the date of the qualifying event for a limited period of 18 or 36 months. The length of time depends on the type of qualifying event that gave rise to the COBRA rights. When the qualifying event is the covered employee’s termination of employment or reduction in hours of employment, qualified beneficiaries are entitled to 18 months of continuation coverage.

Losing job-based coverage is also a special enrollment event in the Health Insurance Marketplace (Marketplace). The Marketplace offers “one-stop shopping” to find and compare private health insurance options. In the Marketplace, employees may be eligible for a tax credit that lowers monthly premiums and cost-sharing reductions, and can see what the premium, deductibles, and out-of-pocket costs will be before making a decision to enroll.

Eligibility for COBRA continuation coverage won’t limit an employee’s eligibility for Marketplace coverage or for a tax credit. Employees can apply for Marketplace coverage at www.HealthCare.gov or by calling 1-800-318-2596 (TTY 1-855-889-4325). To qualify for special enrollment in a Marketplace plan, employees must select a plan within 60 days before or 60 days after losing job-based coverage.

Any questions concerning rights under COBRA should be directed to the Human Resource Department

Section 36: Compensation

- Upon approval of the Board of Directors the following bonuses and wage increases for union positions shall become effective

Contract Years	Wage Increase	
Effective July 1, 2024	4%	
Effective July 1, 2025	3%	
Effective July 1, 2026	3%	

Section 37: CalPERS Retirement

The District contracts with the California Public Employees Retirement System (CalPERS) for pension benefits for its employees. The District's pension plan is part of the Miscellaneous Risk Pool of CalPERS, a cost sharing multiple-employer defined benefit pension plan administered by CalPERS.

All full-time District employees are eligible for benefits under the plan in one of two tiers. Employees hired prior to January 1, 2013, or who are hired after December 31, 2012 and qualify as "classic" members on date of hire are in Tier 1; employees hired after December 31, 2012 and who do not qualify as "classic" members are in Tier 2. The benefit formula for employees in Tier 1 is 2.7% at 55 years of age, and the benefit formula for employees in Tier 2 is 2% at 62 years of age.

Any modifications to employee pension benefits per the existing District contract with CalPERS initiated by the District shall be subject to meeting and negotiation with the Union.

Current Benefits

CLASSIC EMPLOYEES ONLY:

CalPERS 2.7% @ 55. The cost sharing contribution rate is 2%, with modifications as follows:

Contract Years	Classic Employee Contribution to CA-PERS %
Effective July 1, 2021	+1.5
Effective July 1, 2022	+1.5
Effective July 1, 2023	+1
Total	6%

PEPRA EMPLOYEES ONLY:

CalPERS 2% @ 62; Employee's share percentages adjust as required by California State law, currently at 6.750%.

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one-year of full-time employment. Tier 1 "classic" members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. The early retirement age for tier 2 members is 52. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is the Optional Settlement 2W Death Benefit.

Section 38: Post-Retirement Health Benefit

The District offers CalPERS health plans and pays the minimum employer health premium contribution for the District's eligible retirees and eligible surviving spouses. The retiree is responsible for paying the remainder of the monthly healthcare premium. For the current minimum employer health premium, contact the Finance and Human Resource Manager.

To be eligible for retirement medical, an active employee must be at least 50 and have a minimum of 5 years of service.

Section 39: Deferred Compensation Plan

457 Deferred Compensation Program is a voluntary employee contribution retirement plan. The Deferred Compensation Program is offered to public employees to help build additional future income for either retirement or for whatever plans may be when leaving public service.

Tax Benefit. A Deferred Compensation Program lets employees defer or set aside a portion of monthly current earnings into a self-directed investment account for retirement. Contributions are made by payroll deduction. When employees do this, they reduce the amount of taxable income immediately by postponing federal and state income taxes to the future when monies are paid or made available to employees or their beneficiaries.

Investment Options. Employees must choose how contributions are invested and evaluate the risks involved with such investment choices. A Deferred Compensation agent is available to consult with employees on investment options.

Contribution Limits. An employee may contribute into the plan the maximum allowed by current IRS law. The yearly deferral limits may be increased by the Secretary of the Treasury to keep up with inflation. There are two Catch-up provisions that increase the standard deferral limits for qualifying participants. The Age 50+ Catch-up provision allows people over age 50 to contribute more to their deferred compensation accounts. The Special 457(b) Catch-up provision was amended in 2006 and allows participants who have not contributed the maximum limit under IRS law in previous years to contribute an amount less than or equal to the maximum limit (essentially, up to double the maximum) in the three years prior to the individual's normal retirement age. For the current IRS Standard deferral limit, Age 50+ Catch-up limit, and the Special 457(b) Catch-up amount, contact the Finance and Human Resource Manager.

Employer Match. The District will contribute up to 30% of employees' contributed yearly-deferred compensation with a maximum total of \$468.00 per year. The 457 Deferred Compensation Program operates on a calendar year basis. The District's contribution will be paid with the December payroll deductions.

Withdrawals. Employees may withdraw all or part of their contributions, together with the interest earned thereupon, subject to appropriate tax withholdings, upon the occurrence of one of the following:

- Severance from (of) employment due to termination, death, retirement, or other cause;
- Permanent disability;
- Attainment of age seventy and one-half (70½) if still working; or
- An unforeseeable emergency (defined below).

An "unforeseeable emergency" includes any severe financial hardship to the participant caused by sudden or unexpected illness or accident of the participant or his or her dependent (as defined in IRC Section 152(a)), a casualty loss, or some other similar extraordinary circumstance caused by events beyond the participant's control. Home purchases and payments of college tuition do not qualify as unforeseeable emergencies

under this definition. Eligible employees may withdraw all or part of their contributions plus earnings. Several withdrawal options are available, including low interest rate loans.

Employees who choose to participate in the Deferred Compensation Program are subject to Medicare Tax on the deferred wages.

Section 40: Educational Assistance

Employees are encouraged to pursue educational opportunities which are related to their present work, which will prepare them for foreseeable future opportunities within the District or for future career advancement.

The District will reimburse full-time employees for approved courses of study on the following criteria:

- a. Employees who receive a passing grade (C or the equivalent) or higher will be reimbursed for the entire cost of tuition and the required class materials.
- b. The total amount of reimbursement which will be paid to an employee is limited to \$1,500 in any fiscal year.

To be eligible for reimbursement of course costs, the employee must receive advance approval for the class(es) from the General Manager. Requests for reimbursement should be submitted in writing. The employee will be notified of final approval, or the reasons for disapproval.

Upon completion of the class(es), the employee is responsible for completing and submitting appropriate documentation pursuant to District Board Policy 8150, Expense Reimbursement.

Where deemed necessary and appropriate, the District may pay for the Operator Training and Certification for temporary employees; the General Manager must make this determination in advance.

Two types of classes are generally eligible for reimbursement per this policy:

- a. Classes that are related to the employee's present work assignment or that may prepare them for future foreseeable opportunities within the District. Such classes may be taken individually and need not be directed toward a degree or certificate.
- b. Classes that are taken as part of the requirement for a degree or certificate. In this case the employee must first have completed the equivalent of two (2) full years of college level study and have reached the equivalent of "junior" year of a four-year degree program.

Section 41: Professional Licenses and Certifications

Some professional licenses and certifications may be required as a condition of employment in accordance with federal or State law. The General Manager may specify additional licenses and certifications for each job classification as may be deemed necessary to carry out the duties and responsibilities of specific job classifications. The District will pay for the annual dues or annual fees necessary to maintain such required professional licenses and certifications.

The District will reimburse all costs incurred by regular full-time and part-time District employees in applying for the required State Operator Certification. If the employee fails the first certification test, the District will pay for the second re-test only. Additional tests shall be paid for by the employee.

The District shall also pay for the annual renewal of certificates attained by employees.

Section 42:

Term Life Insurance

The District provides \$50,000 of term-life insurance to full-time employees while employed at the District. Part-time employees do not qualify for this benefit.

Section 43: Unemployment Insurance

Unemployment compensation insurance provides a weekly benefit for a specified period due to a qualifying condition of employment. These benefits change periodically and are established by State law. Employees do not contribute for this benefit.

Unemployment compensation insurance benefits are not available to employees who voluntarily quit without good cause or who are terminated for work-related misconduct. At the time of employment separation, employees may, upon request, be provided with a booklet published by the Employment Development Department explaining benefits, eligibility, and claim filing procedures.

Section 44: Union Bulletin Board

District staff may purchase and hang a bulletin board no more than four feet by eight feet in dimension in the District offices in a location to be mutually agreed upon by staff and the General Manager. The bulletin board may be purchased with District funds and staff may hang the bulletin board during normal work hours at a time that does not impact normal work deadlines. The General Manager must approve the purchase of the bulletin board.

All materials shall be reviewed prior to posting, signed, dated and then posted by the President of the Local or his/her designee. Neither partisan political literature, nor materials ridiculing individuals by name or obvious direct reference violation of discriminations laws or defamatory to the Employer, the Union or an individual shall be posted. The bulletin boards shall be maintained by the President of the Local or his/her designee, and shall be for the sole and exclusive use of the Union.

Section 45: Longevity Pay

Employees who have achieved at least fifteen (15) years of continuous service with the District are eligible to receive additional compensation in recognition of those years of service. The Longevity Pay the employee is eligible for is added to the employee's base pay at their current position and step. The Longevity Pay is for employees once they reach the required number of years of service and longevity compensation is covered by CalPERS retirement.

In recognition of years of service to the District, qualifying employees receive additional pay as follows:

<u>Years of Service</u>	<u>Additional Longevity Pay</u>
15-19	2.0%
20-24	+ 2.0%
25+	+2.0% (max 6.0%)

Section 46: Incentive / Professional Certification Pay.

a The district shall make available Professional Certification Pay to employees who achieve CWEA certification in any of the following technical fields:

- Advanced Water Treatment Operator
- Collection System Maintenance
- Electrical & Instrumentation Technologist
- Mechanical Technologist

For each certification grade listed below, the District shall pay Professional Certification Pay. Professional Certification Pay is an increase in salary granted on an employee's pay progression date when they have a performance rating that is standard or better and have not yet attained the top step of the salary grade. Eligible employees shall provide evidence of the professional certification to the satisfaction of the General Manager of their designee. Employees must maintain/retain the certification in order to continue to receive the incentive pay.

The following percentage increase would be paid to the current salary step for employees achieving the grade:

- Grade 1 Certification – 0% Pay Increase
- Grade 2 Certification – 1% Pay Increase
- Grade 3 Certification – 2% Pay Increase
- Grade 4 Certification – 3% Pay Increase

There would be a cap of 9% for CWEA certification pay for any individual union member achieving these certifications.

Section 47: Merritt/Step Advancement within Range:

There are license requirements for the Water/Wastewater Maintenance Positions and Water Treatment Plant Operator Positions for each Salary Step and they are as follows:

Step Increases for the Water/Wastewater Maintenance Positions require the following licenses and have the following restrictions:

STEP A:	None
STEP B:	None
STEP C:	<u>One (1) required</u> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
STEP D:	<u>Two (2) required</u> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
STEP E:	<u>Two (2) required</u> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
STEP F:	<u>Three (3) required and one (1) license must be a Grade 2 License</u> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
STEP G:	<u>Three (3) required & two (2) licenses must be a Grade 2 License</u> (Water Treatment 1 or 2, Wastewater Treatment 1 or 2, Water Distribution 1 or 2)
STEP H:	<u>Three (3) required & two (2) licenses must be a Grade 2 License</u> (Water Treatment 1 or 2, Wastewater Treatment 1 or 2, Water Distribution 1 or 2)
STEP I:	<u>Three (3) required</u> (Water Treatment 2, Wastewater Treatment 2, Water Distribution 2)
STEP J:	Reserved for the Lead Position and Only One (1) Staff Person Can be in the Lead, <u>Three (3) required</u> (Water Treatment 2, Wastewater Treatment 3, Water Distribution 3)

Step Increases for the Water Treatment Plant Operator Positions require the following licenses and have the following restrictions:

Water Treatment Plant Operators are required to have a Grade 3 Water Treatment License 3 and Water Distribution 2 License for all steps. Only one staff person can fill the Water Treatment Operator Lead Position and that is Step F in the salary range for the Water Treatment Plant Operator Position. **See ATTACHMENT 1 Monthly Salaries by Position and Step**

Section 48: Amendments, Modifications

All amendments to, and modifications of this agreement shall be made in writing by supplemental agreement duly executed by the parties signatory hereto, thereof.

Section 49: Compliance

If any Article or Section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all remaining Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement. In the event of invalidation of any Article or Section, the District and the Union agree to meet within 30 calendar days of such invalidation for the sole purpose of meeting and conferring upon said Article or Section.

Section 50. Contract Term

The term of this Agreement shall be for three (3) years. The Agreement shall commence July 1, 2024, and end June 30, 2027.

Any and all changed contract provisions shall be applied prospectively, that is, shall take effect as soon as practicable following ratification of this Agreement.

Memorandum of Understanding

Between

Sunnyslope County Water District

And

Utility Workers Union of America, AFL-CIO Local 820

IN WITNESS WHEREOF, Sunnyslope County Water District and Utility Workers Union of America, AFL-CIO Local 820 have executed this Agreement July 25, 2024, and shall have an effective date of July 1, 2024.

UWUA

SSCWD

Basilio Hernandez
President, Local820

Drew Lander
General Manager

Abel Alvarez,
Vice-President, Local 820

Michael D. Laredo
General Counsel

Kelly Roberts,
Secretary-Treasurer, Local 820

Richard Passarelli
Richard Passarelli,
National Representative, UWUA

Signature: 
Basilio Hernandez (Jul 25, 2024 12:21 PDT)

Email: basiliohernandez@att.net