



Memorandum of Understanding  
between the  
Otay Water District  
and the  
Otay Water District  
Employees' Association

July 1, 2024 – June 30, 2027



# MEMORANDUM OF UNDERSTANDING BETWEEN THE OTAY WATER DISTRICT AND THE OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION

July 1, 2024 – June 30, 2027

## TABLE OF CONTENTS

<a href="#"><u>Article 1</u></a> – Preamble	1
<a href="#"><u>Article 2</u></a> – Term	1
<a href="#"><u>Article 3</u></a> – Association Rights	1
<a href="#"><u>Section 1</u></a> – Recognition	1
<a href="#"><u>Section 2</u></a> – Association Representatives	1
A. Representatives	1
B. Grievance Processing Release Time	2
C. Formal Bargaining Release Time	2
D. Release Time for PERB Proceedings	2
E. Limitation on Time Off	3
<a href="#"><u>Section 3</u></a> – Bulletin Boards	3
<a href="#"><u>Section 4</u></a> – Use of Email	3
<a href="#"><u>Section 5</u></a> – Association Access	4
<a href="#"><u>Section 6</u></a> – Dues Deductions	4
A. Right to Join or not Join	4
B. Association Dues	4
C. Records	5
D. Indemnification	5
<a href="#"><u>Article 4</u></a> – Wages	5
<a href="#"><u>Section 1</u></a> – Wages	5
A. Wages	5
B. Adjustments	6
<a href="#"><u>Section 2</u></a> – Payroll Period; Pay Dates	6
<a href="#"><u>Section 3</u></a> – Salary Adjustment within Range	6
A. Amount of In-Range Adjustment	6

B. Standardized In-Range Adjustment Date	6
C. In-Range Adjustment Date	6
D. Eligible Employees	7
<u>Section 4</u> – Employee Recognition Programs	7
<u>Article 5</u> – Hours of Work and Premiums	7
<u>Section 1</u> – Hours of Work	7
A. Standard Work Day/Week	7
B. Standard Work Periods	8
C. Hours of Work: Regular Part-Time Employees	8
D. Alternative Work Schedules	8
E. Round-the-Clock Staffing	9
<u>Section 2</u> – Rest and Lunch Periods	9
<u>Section 3</u> – Overtime	9
A. FLSA	9
B. Computation of Overtime	9
C. Exclusion from Hours Actually Worked	9
D. Compensation for Overtime	10
<u>Section 4</u> – Compensatory Time Off	10
<u>Section 5</u> – Assignment Premiums	11
A. Shift Pay	11
B. Standby Duty	11
C. Call-Back Duty	12
D. Report Time Pay	13
<u>Section 6</u> – Temporary Assignments and Out-of-Class Appointments	14
A. Assignment	14
B. Compensation	14
C. End of Assignment	15
D. Employment Termination During Assignment	15
<u>Article 6</u> – Allowances for Work-Related Expenses	15
<u>Section 1</u> – Meal Allowance	15
A. Overtime	15
<u>Section 2</u> – Safety Footwear Allowance	15
A. Category 1	15
B. Category 2	15
C. Category 3	15
D. Sundries	16

<b><u>Section 3</u></b> – Prescription Safety Glasses and Spectacle Kits	16
A. Prescription Safety Glasses	16
B. Spectacle Kits	16
C. Prescription	16
<b><u>Article 7</u></b> – Employee Benefits	16
<b><u>Section 1</u></b> – Pension (Retirement Plan)	16
A. Definitions	17
B. Retirement Formula	17
C. Employee Contribution	17
D. Special Compensation	18
<b><u>Section 2</u></b> – Short-Term/Long-Term Disability Insurance	19
A. Premium	19
<b><u>Section 3</u></b> – Group Health and Dental Insurance: Active Employees	19
A. Active Employees’ Health & Dental Insurance Eligibility	19
B. Health Insurance Coverage	19
C. District/Employee Contribution	20
D. Reservation of Rights	20
<b><u>Section 4</u></b> – Group Health and Dental Insurance: Retired Employees	20
A. Retiree Health Insurance Guaranteed	20
B. Hired On or After January 1, 2013 and Before September 1, 2024 (New PERS Members [PEPRA]/ New Employees Hired Before September 1, 2024); Hired before January 1, 2013 (Current Classic PERS Members Hired Before September 1, 2024)	20  21
C. Eligibility	21
D. Eligible Dependents	21
E. Health and Dental Insurance Premium Contributions	21
1. Regular Retirement	21
2. Early Retirement	22
<b><u>Section 5</u></b> – Health Reimbursement Arrangement (HRA)	23
A. Tier I Eligibility for Full-Time, Regular Employees Hired Before September 1, 2024	23
B. Tier II Eligibility for All Employees Hired on or After September 1, 2024	24
<b><u>Section 6</u></b> – Life Insurance: Active Employees	25
A. Premiums	25
B. Reservation of Rights	26
<b><u>Section 7</u></b> – Death Benefit	26

<b><u>Article 8</u> – Paid Leaves</b>	<b>26</b>
<b><u>Section 1</u> – Holidays and Holiday Compensation</b>	<b>26</b>
A. Floating Holiday	26
B. Employee’s Birthday	26
C. Saturday and Sunday Holidays	27
D. Eligibility for Holidays	27
E. Compensation for Holidays	27
<b><u>Section 2</u> – Vacation</b>	<b>27</b>
A. Eligibility	27
B. Earnings	28
C. Maximum Balance	28
D. Granting Requests	28
E. Use of Vacation Leave In Lieu of Sick Leave	28
F. Terminal Payment of Vacation	28
G. Returning Employees	29
<b><u>Section 3</u> – Sick Leave</b>	<b>29</b>
A. Eligibility	29
B. Earnings	29
C. Allowable Use of Sick Leave	29
D. Relationship to Other Leaves	29
E. Use of Sick Leave in Lieu of Vacation Leave	30
F. Definition of Family Member	30
G. Verification of the Proper Use of Sick Leave	30
H. Maximum Balance	30
I. Terminal Payment of Sick Leave	30
J. Returning Employees	31
<b><u>Section 4</u> – Jury Duty (Court Leave)</b>	<b>31</b>
A. Definition	31
B. Eligibility	31
C. Limits	31
<b><u>Section 5</u> – Bereavement Leave</b>	<b>32</b>
A. Definition	32
B. Eligibility	32
C. Amount of Leave	32
D. Immediate Family	32
E. Verification of Proper Use of Bereavement Leave	32
<b><u>Section 6</u> – School and Child Care Provider Activities Leave</b>	<b>33</b>
A. Definition	33
B. Eligibility	33
C. Amount of Leave	33
D. Required Advance Notice	33

E. Parents Employed by District	33
F. Definition of School or Child Care Provider Emergency	33
<b><u>Section 7</u></b> – Military Leave	34
A. Definition and Eligibility	34
B. Required Advance Notice	34
C. Compensation of Temporary Military Leave	34
D. Compensation for Active Military Leave	34
<b><u>Section 8</u></b> – Failure to Return from Leave	34
<b><u>Article 9</u></b> – Cash-In of Vacation and/or Sick Leave Credits	35
<b><u>Article 10</u></b> – Unpaid Leaves	36
<b><u>Section 1</u></b> – Family Medical Leave, California Family Rights Act, Pregnancy Disability Leave and Kin Care Leave	36
<b><u>Section 2</u></b> – Non-Work-Related Medical Leave	36
A. Eligibility and Length of Leave	36
B. Reinstatement	36
<b><u>Section 3</u></b> – Work-Related Disability Leave	37
A. Definition	37
B. Maintenance of Benefits During Work-Related Disability Leave	37
C. Reinstatement	37
<b><u>Section 4</u></b> – Personal Leave	38
A. Eligibility	38
B. Requests	38
<b><u>Section 5</u></b> – Failure to Return from Leave	38
<b><u>Article 11</u></b> – Workplace Safety	39
A. Commitment to Safety	39
B. Safety Advisory Team	39
C. Reporting Safety Concerns	39
<b><u>Article 12</u></b> – Personnel Practices	39
<b><u>Section 1</u></b> – Personnel Files	39
<b><u>Section 2</u></b> – Layoff Procedure	39
<b><u>Section 3</u></b> – Job Posting	41

<b><u>Section 4</u></b> – Performance Evaluation	41
<b><u>Section 5</u></b> – Use of District Vehicles	41
<b>A. Lunch Purchase Stops</b>	41
<b><u>Article 13</u></b> – Grievance Procedure	41
<b>A. Definition</b>	41
<b>B. Exclusions</b>	41
<b>C. Stale Grievance</b>	42
<b>D. Informal Discussion with Employee’s Supervisor</b>	42
<b>E. Grievance Procedure Steps</b>	42
<b>F. Selection of Arbitrator</b>	43
<b>G. Submission of the Issue to the Arbitrator</b>	43
<b>H. Duty of the Arbitrator</b>	44
<b>I. Payment of Costs</b>	44
<b>J. Effect of Failure of Timely Action</b>	44
<b>K. No Reprisal</b>	44
<b>L. Grievance Forms</b>	45
<b>M. Representation</b>	45
<b><u>Article 14</u></b> – General Provisions	45
<b><u>Section 1</u></b> – Non-Discrimination	45
<b><u>Section 2</u></b> – Entire Agreement	45
<b><u>Section 3</u></b> – Severability	45
<b><u>Section 4</u></b> – Management Rights	45
<b><u>Section 5</u></b> – Strikes and Lockouts	46
<b><u>Section 6</u></b> – Emergency	46
<b><u>Section 7</u></b> – Implementation	46
<b><u>Signature Page</u></b>	47
<b><u>Appendix A</u></b> – Grievance Forms	
<b>Step One (1) Grievance Form</b>	48
<b>Step Two (2) Grievance Form</b>	49
<b><u>Appendix B</u></b> – FLSA Exempt and Non-Exempt Classifications	50
<b><u>Index</u></b>	52

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
OTAY WATER DISTRICT  
AND THE  
OTAY WATER DISTRICT EMPLOYEES' ASSOCIATION**

**July 1, 2024 – June 30, 2027**

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ARTICLE 1 - PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the Otay Water District (hereinafter "District"), Spring Valley, California, and the Otay Water District Employees' Association (hereinafter "Association") as a mutual recommendation to the Board of Directors of the District of those wages, hours, and conditions of employment which are to be in effect as specified in Article 2 - Term.

ARTICLE 2 - TERM

Upon adoption by the Board of Directors of the District, the provisions of this MOU shall be effective during the period commencing at 8:00 a.m. on July 1, 2024 through 5:00 p.m. on June 30, 2027 for those employees working in the Field and Administrative Units, subject to the provisions of Article 14, Section 7: Implementation.

ARTICLE 3 - ASSOCIATION RIGHTS

ARTICLE 3, SECTION 1: RECOGNITION

Pursuant to the provisions of the District's Code of Ordinance, Chapter 5 Personnel Practices, Section 5 Employer-Employee Relations, and applicable state law, the Association was certified on May 9, 2001, as the majority representative for the:

Field Employees' Unit  
Administrative Employees' Unit

The District therefore recognizes the Association as the sole and exclusive representative for all classifications in these two (2) units.

ARTICLE 3, SECTION 2: ASSOCIATION REPRESENTATIVES

A. Representatives.

The Association may designate three (3) Representatives for the Field Unit and three (3) Representatives for the Administrative Unit. The Association shall furnish the District a written list identifying all Representatives by name and the list shall be kept current by the Association. The District will recognize as Representatives, only those persons designated on the most recent list furnished by the Association.



B. Grievance Processing Release Time.

The District shall grant a Representative reasonable release time when, at the request of an employee, the Representative is investigating an alleged grievance and assisting in its written preparation and presentation. Release time for this purpose shall be given in accordance with the following:

1. The Representative's supervisor will authorize the Representative to leave their work unless circumstances warrant denial of such permission. Where permission is denied, the supervisor shall inform the Representative of the reasons for the denial and provide an alternate time when the Representative may reasonably be expected to be released from their work assignment.
2. When a Representative, acting under this section, desires to contact an employee at their work location, the Representative shall first contact the supervisor of that employee, advise them of the nature of the business, and obtain permission to meet with the employee. The supervisor shall make the employee available promptly unless circumstances prevent the employee's availability. If the employee is not available, the supervisor will notify the Representative when they may reasonably expect to contact the employee. When the employee is not available for one (1) or more whole work days, the time limits of the grievance procedure shall be extended for an equal number of days.
3. When a Representative conducts interviews or discussions with an employee on District time, such interviews or discussions shall be performed expeditiously.
4. A Representative shall report release time under this section on their time record as "Negotiation Release Time" (Activity Code 1508). Other employees (non-Representatives) participating in such interviews or discussions shall conduct such activities on their own time with supervisor approval using available accruals.

C. Formal Bargaining Release Time.

The District shall grant reasonable release time to Representatives designated in accordance with this section to serve on the Association bargaining team while meeting and conferring with District representatives in the formal meet-and-confer (collective bargaining) process regarding wages, hours, and other terms and conditions of employment, including negotiations for a successor agreement to this MOU. Release time in accordance with this section shall be given in accordance with the following:

1. Appropriate times for release time shall be as mutually arranged by the parties in negotiations and the number of representatives shall be determined by ground rules.
2. Release time under this section shall be reported by the Association Representative on their time record as "Negotiation Release Time" (Activity Code 1508).

D. Release Time for PERB Proceedings.

Consistent with Government Code Section 3503.3 and related provisions of the Meyers-Milias-Brown Act, the District shall grant reasonable release time to Representatives designated in accordance with this section to testify or appear as the designated Association

representatives in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Association against the District or by the District against the Association. The Association shall provide reasonable notification to the District requesting time off pursuant to this section.

E. Limitation on Time Off.

The District shall not grant Association Representatives permission for time away from their work assignments for Association activities not described in this section.

ARTICLE 3, SECTION 3: BULLETIN BOARDS

Bulletin boards shall be provided by the District at the following locations: Operations, Treatment Plant, Warehouse, and the Administration Building. They shall be for the use of the Association for the posting of rules and regulations of the Association and notices of interest. All such bulletins, with the exception of meeting notices and announcements of Association elections, shall be approved by the Human Resources Manager or their designee in a timely manner before posting.

ARTICLE 3, SECTION 4: USE OF EMAIL

The Association President, Vice President, or Chair may use the District email system for one-way communication to Association members to notify them of upcoming meetings and to provide general information subject to the following:

1. The person sending the email shall send a copy (“cc”) of each such email to the Chief of Administrative Services; the Human Resources Manager; and the Human Resources Analysts.
2. Use of the District email system by the Association under this section must be in accord with District policy. Use of the District email system by the Association under this section shall be considered a “personal use” of the District email system under District policy.
3. If the District determines that use by the Association of the District email system under this section interferes with the District, the District will notify the Association and will meet to discuss any necessary amendments to this section.
4. If the District determines that use of the District email system under this section does not comply with District policy, the District shall notify the Association and may suspend the use of the system under this section until the District believes that the Association will comply with the District’s email policy.
5. Any communications via the District’s email system shall be subject to the California Public Records Act.
6. The District’s email system may not be used to distribute political material or to otherwise engage in political advocacy prohibited by state law including, but not limited to, Government Code Section 54964.

### ARTICLE 3, SECTION 5: ASSOCIATION ACCESS

- A. The District shall grant access to a work location to a designated Association Representative or Business Agent for the purpose of conducting a grievance investigation. As used in this section, “Association Business Agent” refers to a person who is not a District employee.
- B. Association Representatives and Business Agents shall not interfere with the work operations of the District. An Association Representative or Business Agent desiring access to a work location, shall first request entrance from the Human Resources Manager or a designee and inform them of the purpose for the visit. The request may be made by telephone, in person, or via email.
- C. The Human Resources Manager or designee may deny access to a work location if, in their judgment, access at that time would interfere with the operations of the facility or work location. If access is denied, the Association Representative or Business Agent shall be informed when access will be made available.
- D. Association Representatives or Business Agents may meet with employees during rest or lunch breaks at District facilities or work locations as may be available. In so doing, however, they shall not create a disturbance for employees not represented by the Association.

### ARTICLE 3, SECTION 6: DUES DEDUCTIONS

#### A. Right to Join or Not Join.

The parties mutually understand and agree that all Field and Administrative employees (regular full-time and regular part-time) have the right to join or not join the Otay Water District Employees’ Association (“Association”).

#### B. Association Dues.

1. The Association shall provide all current Field and Administrative employees (regular full-time and regular part-time) and any Field or Administrative employees hired thereafter, with an authorization notice advising them that the Association represents employees in the bargaining unit, and that all employees may choose to join the Association and pay membership dues, or decline to join the Association and forego payment of membership dues. Such notice shall include a form for the employee’s signature authorizing a payroll deduction of Association dues. The Association may provide this authorization notice and payroll deduction form to new employees at the District’s new employee orientation meetings. Said employees completing the form shall return it to the District’s Payroll Office.
2. Upon receiving a payroll deduction form as stated above, the District shall begin the applicable deduction of Association dues no later than the beginning of the first pay period commencing after receipt of the authorization form by the Payroll Office. If the form is not completed properly, the District shall begin the deduction of the Association dues no later than the beginning of the first pay period commencing after receipt of a properly completed form.

3. As determined by the District, the employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues.
4. The Association shall advise the District, in writing, of the dues to be deducted. Any change in the amounts will be submitted to the District, in writing, at least thirty (30) days prior to the effective date of such change.
5. All deducted dues shall be remitted to the Association no later than 14 calendar days after deduction. The District shall also provide an itemized statement detailing each employee's name and the amount of deduction.

C. Records.

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

D. Indemnification.

The Association shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the dues deduction obligation in this Article including claims made by employees relating to the deduction or remittance of monies to the Association under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenge to the District's compliance with the obligations listed above, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE 4 - WAGES

ARTICLE 4, SECTION 1: WAGES

A. Wages.

1. Effective the first full pay period of July 2024 or the first full pay period after the Board approves a successor MOU, whichever is later, the District will increase the salary for all represented classifications by six percent (6%).
2. Effective the first full pay period of July 2025, the District will increase the salary for all represented classifications by five percent (5%).
3. Effective the first full pay period of July 2026, the District will increase the salary for all represented classifications by five percent (5%).

B. Adjustments.

The District may, at its discretion, increase compensation for employees covered by this MOU. Prior to implementing any increase(s), the District shall notify the Association and, if the Association requests it, discuss the increase with the Association in a non meet-and-confer forum. The decision to grant an increase and the amount thereof may not be grieved under the Grievance Procedure of this MOU. Nothing in this section shall be construed to require the District to negotiate the decision to grant an increase or the amount thereof.

ARTICLE 4, SECTION 2: PAYROLL PERIOD; PAY DATES

The payroll period extends over fourteen (14) calendar days. Paychecks shall be issued biweekly in payment of wages earned during the preceding payroll period.

ARTICLE 4, SECTION 3: SALARY ADJUSTMENT WITHIN RANGE

This provision applies to eligible employees as provided in this section.

A. Amount of In-Range Adjustment.

An annual in-range salary adjustment may be granted in the amount of three percent (3%). If the employee's salary is less than three percent (3%) below the maximum of their position on the salary range, the adjustment shall be in an amount sufficient to place the employee at the top of the salary range. However, in no event shall this adjustment result in the employee's salary exceeding the salary range for the employee's classification.

B. Standardized In-Range Adjustment Date.

The first full pay period in September will be the employee's in-range adjustment date.

C. In-Range Adjustment Date.

1. Newly hired employees or employees who have not completed one (1) year of employment:
  - a. Newly hired employees or employees who have not completed one (1) year of employment prior to September 1, shall be eligible for the first in-range adjustment the first full pay period after completion of one (1) year of employment. Thereafter, September will be the employee's in-range adjustment date according to the following chart:

<b>1<sup>st</sup> In-Range Increase</b>	<b>Month Complete One (1) Year of Employment</b>	<b>2<sup>nd</sup> In-Range Increase</b>	<b>Number of Quarters in the Review Period</b>	<b>Eligible % for 2<sup>nd</sup> In-Range Increase</b>
Upon completion of one (1) year of employment.	July, August, September	Sept of the <u>following</u> calendar year.	4	3.0%
Upon completion of one (1) year of employment.	October, November, December	Sept of the <u>following</u> calendar year.	3	2.25%

Upon completion of one (1) year of employment.	January, February, March	Sept of the <u>current</u> calendar year.	2	1.5%
Upon completion of one (1) year of employment.	April, May, June	Sept of the <u>current</u> calendar year.	1	0.75%

2. Employees who are promoted:

- a. A regular employee who promotes to a new classification shall maintain their performance evaluation review date and in-range adjustment date.

D. Eligible Employees. Eligible employees are:

Employees whose salary is less than the maximum of the salary schedule for the employee’s classification and who have received an overall performing or higher evaluation during the most recent annual evaluation or one-year-of-employment review immediately preceding their in-range adjustment date.

ARTICLE 4, SECTION 4: EMPLOYEE RECOGNITION PROGRAMS

Employee recognition programs may be instituted by the District. The purpose of such programs will be to recognize exemplary employees and improve public service through enhanced motivation. The design, establishment, disestablishment, administration, and regulation of all employee recognition programs shall be at the sole discretion of the District, through its General Manager. Such programs as are established and awards given through them may not be grieved under the Grievance Procedure of this MOU.

ARTICLE 5 - HOURS OF WORK AND PREMIUMS

ARTICLE 5, SECTION 1: HOURS OF WORK

This section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period. The hours of work of the office or facility and an employee’s work schedule shall be established by the District and may be changed at the discretion of the District, as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

Official District office hours are 8:00 am to 5:00 pm. Work schedules and days off shall be arranged to maintain uninterrupted service to the District’s customers.

A. Standard Work Day/Week.

Standard Work Day. The standard work day is eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day. The standard work day is 12:01 a.m. to 12:00 midnight.

Standard Work Week. The standard work week begins on Monday 12:01 a.m. and ends on Sunday 12:00 midnight and is forty (40) hours of work performed within five (5) standard work days during a work week.

B. Standard Work Periods.

The standard work periods shall be as follows:

1. For Fair Labor Standards Act (FLSA)-covered classes, the standard work period is seven (7) consecutive days and generally consists of two (2) consecutive days of rest in a seven (7) consecutive day period. The work period shall be forty (40) hours, except as provided herein and depending on the position.
2. For FLSA Exempt classes, the standard work period is fourteen (14) consecutive days which may generally consist of four (4) days of rest [two (2) instances of two (2) days of rest each] in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

C. Hours of Work: Regular Part-Time Employees.

Regular part-time employees are those employees who work in a regular part-time position for at least twenty (20) hours per week, but less than thirty (30) hours per work week and less than sixty (60) hours per work period.

D. Alternative Work Schedules.

1. Required Advance Approval: Alternative Work Schedules are subject to approval by the General Manager's designee. However, Alternative Work Schedules are subject to change as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.
2. Alternative Work Schedules: The District may assign an employee to any of three (3) Alternative Work Schedules:
  - a. The Four/Ten (4/10) schedule of four (4) ten (10) hour days of work within a forty (40) hour work week.
  - b. The Four/Nine (4/9) schedule of four (4) nine (9) hour days and one (1) four (4) hour day of work within a forty (40) hour work week.
  - c. The Nine/Eighty (9/80) schedule of eight (8) nine (9) hour days and one (1) eight (8) hour day within two (2) consecutive work weeks.

For purposes of determining overtime under the FLSA for employees on a Nine/Eighty (9/80) schedule, the work week will begin four (4) hours into an eight (8) hour shift and will end four (4) hours into an eight (8) hour shift one week later, resulting in a work period of 40 hours (i.e., for an employee who works Monday through Thursday, 8:00 am – 5:30 pm, and has an alternating designated eight (8) hour day on Friday, 8:00 am – 5:00 pm, their first work week will begin on the previous Friday at 12:01 pm, and end at 12:00 pm on Friday of the first week of the pay period. Work week two (2) will begin at 12:01 pm on that same Friday and end at 12:00 pm the following Friday).

E. Round-the-Clock Staffing.

Under conditions requiring round-the-clock staffing to ensure continued water delivery to customers, a schedule may be implemented which consists of three (3) consecutive twelve (12) hour shifts totaling thirty-six (36) hours in a work week. However, employees so assigned shall receive pay at their regular rate of pay for forty (40) hours.

ARTICLE 5, SECTION 2: REST AND LUNCH PERIODS

One (1) paid ten-minute (10-minute) rest break shall be made available to employees for each four (4) hours of service within a single work shift. An unpaid lunch period of at least thirty (30) minutes shall be provided midway in the employee's work day to any employee who works for at least six (6) hours in a work day. Daily rest breaks not taken will be forfeited. Except as provided below, breaks may not be combined with lunch periods, nor may they be moved to the beginning or ending of the work day.

Where the interest of the District is served, the Manager may elect to combine rest and lunch periods in order to expedite the completion of the job, which shall shorten the work day.

ARTICLE 5, SECTION 3: OVERTIME

This section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period.

A. FLSA.

In accordance with the FLSA, regular full-time employees' overtime is authorized or mandated work performed by an employee, which is in excess of the full regularly scheduled work week of forty (40) hours.

Scheduled overtime is separate and distinct from call-back overtime, which is defined in Section 5 as unexpected or unanticipated overtime.

B. Computation of Overtime.

Computation for overtime shall be based on the employee's regular rate of pay. The regular rate pay is the employee's base salary plus any applicable differentials or premium rates to which the employee is entitled.

C. Exclusion from Hours Actually Worked.

Notwithstanding any other policy, practice, rule, regulation, or MOU provision to the contrary, any absence for jury duty (court leave), standby time, unauthorized hours of work, or holiday pay on an employee's scheduled Alternative Work Schedule day off, and any unpaid time off, including disciplinary suspensions or leaves of absences, shall not be counted as hours actually worked for purposes of calculating overtime compensation.



D. Compensation for Overtime.

Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code for the employee's class. Employees shall have their overtime hours computed as follows:

Code "NE" (FLSA covered)

Employees who are covered by FLSA (non-exempt) are eligible for overtime at time and one-half, compensatory time off and for premium compensation for working on holidays.

Code "E" (FLSA Exempt)

Employees exempt from FLSA. Exempt employees are not eligible for overtime or compensatory time off and shall be charged vacation or sick leave only if they are absent on leave for a full work day.

ARTICLE 5, SECTION 4: COMPENSATORY TIME OFF

Compensatory time off is paid time off in lieu of cash payment for overtime worked. One (1) hour of overtime work earns one and one-half (1½) hours of compensatory time off. Employees will be allowed to accrue a maximum of sixty (60) compensatory time hours per calendar year. Employees may either: (a) elect to accrue compensatory time off; or (b) elect to receive a cash payment for overtime worked. An employee who has accrued sixty (60) unused hours of compensatory time during the calendar year shall be paid overtime compensation in cash for any additional overtime worked. Once an employee has accrued the maximum of sixty (60) hours of compensatory time, they will no longer be eligible to earn additional compensatory time off in the calendar year.

Employees will be permitted to use accrued compensatory time off within a reasonable period after providing advanced notice to and upon approval by the District, provided that such usage does not unduly disrupt the District's operations. Employees must use all accrued compensatory time off before using vacation hours.

Compensatory time earned and used must be recorded on the District timesheet in the spaces provided for "Compensatory Time Earned" and "Compensatory Time Used." Both supervisor and employee are required to certify the accuracy of the compensatory time accrual and use.

Compensatory time off earned may be used in the payroll period following the payroll period within which it was earned, with the manager's approval.

Any remaining compensatory time off balances will be paid in cash to an employee in the last pay period in December. If an employee's employment ends before the last pay period in December, then all accrued compensatory time off balances will be paid at the time of an employee's termination at the employee's final regular rate of pay.

## ARTICLE 5, SECTION 5: ASSIGNMENT PREMIUMS

### Application of Premium Rates.

Premium rates for all assignment premiums are paid only for hours actually worked in the specific assignment and are not applicable to vacation or sick leave cash-ins or to terminal pay.

#### A. Shift Pay.

Shift pay is for an assigned shift other than the regularly scheduled day shift. Shift pay shall be paid to employees for working ongoing regular shifts outside the hours of 6:00 a.m. to 6:00 p.m.

##### 1. Compensation for Shift Pay.

Two dollars and seventy cents (\$2.70) per hour in addition to the employee's regular salary.

2. No shift pay will be paid for hours worked as an extension of a regularly scheduled shift between 6:00 a.m. – 6:00 p.m.

#### B. Standby Duty.

1. The District may assign an employee to daily and/or weekly standby duty on a rotating or as-needed basis. Employees assigned to standby duty must acknowledge/answer and respond to an emergency call promptly and be able to report to the District headquarters within one (1) hour if directed. Employees assigned to standby duty shall carry assigned equipment, provided by the District, at all times during the standby assignment. The employee shall ensure that the assigned equipment is charged at all times. The District's Drug and Alcohol-Free Workplace Policy applies to employees assigned to standby duty. An employee assigned on standby duty who fails, refuses, or is unable to respond to an emergency call is subject to disciplinary action.

2. Employees assigned to standby duty may arrange to be replaced by a substitute, provided the employee receives approval from department supervision before the standby duty is scheduled to begin.

##### 3. Compensation for Standby Assignment.

Employees on standby duty shall be paid four dollars and fifty cents (\$4.50) per hour for each hour the employee is on standby duty.

##### 4. Compensation for Work Performed on Standby.

An employee on standby, who is called in for emergency work at times other than their regular work schedule, shall receive a minimum of three (3) hours of pay.

a. When responding to an alarm via SCADA or calls from the answering service from home (place of contact), employees receive compensation as follows:

- The first call the employee receives and any subsequent calls within the hour, the employee will be compensated one (1) hour of pay.

- b. If the employee responds to an alarm or to calls from the answering service from home (place of contact) between 12:00 a.m. and 6:00 a.m. and has at least two (2) hours of paid and actual place of contact time worked during this time period, the employee will receive five (5) hours of rest time from the completion of the last call.
5. This Standby section shall cease to be effective if the District establishes a second and/or third shift emergency crew.

C. Call-Back Duty.

1. Eligibility.

Call-back work is work required of an employee who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work. The District's Drug and Alcohol-Free Workplace policy applies to all employees that report to work and it is the employee's responsibility to ensure that they are in compliance with said policy and are otherwise able to safely and effectively perform their required duties when called back to work. If an employee is under the influence of alcohol or a controlled substance when requested to report back to work, they are required to decline the call-back duty assignment. An employee who declines call-back duty for that reason will not be subject to disciplinary action, except for an employee on standby duty, who is subject to discipline for declining a call-back due to the standby requirements set forth in Section B, above.

2. Qualifications.

To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a work site. Neither changes in a shift or work schedule shall constitute call-back work.

3. Compensation.

An employee who is called back shall receive a minimum of two (2) hours pay.

4. Work Performed at Place of Contact.

An employee contacted by the department during their off duty hours and required to perform services without leaving the place of contact shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the District to perform such services.

5. Multiple Call-Backs.

An employee who is contacted while serving a call-back and is called to another site for additional duties shall not be compensated for a second or subsequent call-back for this assignment. However, if the employee has left the work site, or sites, and is actually returning, or has returned, to their original point of contact, and is then called back again outside of the original two (2) hours minimum pay timeframe, the employee shall be compensated for an additional call-back.

6. Travel Time.

For purposes of computing call-back pay, travel time from the employee's residence (place of contact) to their reporting station and return home shall be included in the minimum call-back pay except that, if the employee is required to remain on duty until the start of their regularly scheduled shift, return travel time to the employee's residence will not be paid. Pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the minimum call-back time of two (2) hours, the employee shall be paid the minimum two (2) hours of call-back time. If the combined travel time and work time is more than the two (2) hours call-back time, pay shall be the actual total of work time and travel time.

7. Rest Time.

Employees that work more than three (3) continuous hours of call-back time shall have nine (9) hours of rest time before reporting back to work (subject to the exception discussed below). If the minimum rest time will result in the employee not being able to report to work at their normal start time in the next work shift, the employee and supervisor shall mutually coordinate a reasonable return to work time. In that event, the employee will receive pay at the regular rate of pay for the required rest period only for hours that overlap with the employee's regularly scheduled work shift. An employee who is scheduled to return to work with one (1) hour or less remaining in the employee's regularly scheduled shift may take the rest of their shift off with pay, subject to the discretion of the employee's supervisor. An employee may request additional rest time, beyond the minimum required, subject to supervisor approval and may choose to either take unpaid time, vacation, or compensatory time.

Notwithstanding the foregoing, if at the District's discretion, after the call-back work is completed, an employee is needed to work their regular shift because of lack of skilled personnel prior to them having nine (9) hours of rest time or five (5) hours of rest time as defined in Article 5, Section 5 (B), the employee will be paid at one and one-half (1½) times their regular rate for hours worked in their regular shift on that day.

D. Report Time Pay.

Two (2) Hours:

An employee who reports for work on their regular shift and is then sent home because of lack of work, inclement weather, or natural disaster shall receive two (2) hours pay at their regular rate of pay and may supplement the remainder of the day with vacation, compensatory time or unpaid time subject to supervisor approval. If an employee is sent home after working two (2) hours or more, they shall be paid only for the hours actually worked at their regular rate of pay.

ARTICLE 5, SECTION 6: TEMPORARY ASSIGNMENTS AND OUT-OF-CLASS APPOINTMENTS

A. Assignment.

1. Temporary Assignment.

The General Manager or designee may approve a temporary assignment of a qualified employee assigned to perform duties of a class which is compensated at a rate higher than such employee's class when (a) such position is temporarily vacant due to the incumbent being absent therefrom, or (b) at the discretion of the General Manager. The temporary assignment must be for at least two (2) weeks, but not over fifty-two (52) weeks. If the temporary assignment requires a change in Fair Labor Standards Act (FLSA) status from non-exempt to exempt, the assignment duration must meet requirements for temporary assignments and employee exemption status (per Code of Federal Regulations).

2. Out-of-Class Appointment.

The General Manager or designee may assign an out-of-class appointment to an upgraded or higher classification (a) to a vacant position during recruitment for a regular appointment, or (b) at the discretion of the General Manager. Out-of-class appointments are limited to 960 hours per fiscal year and must not exceed fifty-two (52) weeks if appointment is in multiple fiscal years. If the temporary assignment requires a change in Fair Labor Standards Act (FLSA) status from non-exempt to exempt, the assignment duration must meet requirements for temporary assignments and employee exemption status (per Code of Federal Regulations).

3. Modification of Duties.

The General Manager or designee may, in their discretion, temporarily modify the duties of (a) a vacant position due to absence or during recruitment, as District needs dictate, or (b) at the discretion of the General Manager, as District needs dictate.

B. Compensation.

When either (a) an employee is temporarily assigned to perform duties of a vacant higher class position due to absence, at the discretion of the General Manager, or during recruitment, or (b) if the District temporarily modifies the duties of a vacant position due to absence, at the discretion of the General Manager, or during recruitment, resulting in an employee performing some but not all of the duties that would be regularly performed in such position, the District will pay a premium rate of at least five percent (5%) above the employee's salary in their current position. For employees assigned to perform modified duties of a higher class, the employee will remain in their current class and the premium pay shall be at least the difference between the rate of compensation in their current class and that of the minimum salary of the range of the temporarily vacant class, whichever is greater.

At no time will the temporarily assigned or out-of-class appointment employee be paid a rate higher than the maximum of the range for the temporarily vacant class. Employees on temporary assignments or out-of-class appointments will be compensated from the first day of appointment, provided the assignment is for at least two (2) weeks. The premium rate shall not apply to vacation or sick leave cash-ins during the period of the temporary assignment.

C. End of Assignment.

At the conclusion of such temporary assignment or out-of-class appointment, the employee's rate of pay shall be returned to their rate of pay immediately prior to the temporary assignment or out-of-class appointment, and adjusted for any wage adjustment(s) which may have been made during the temporary assignment or out-of-class appointment.

D. Employment Termination During Assignment.

An employee who is temporarily assigned to the duties of a higher class, and who terminates District service during such assignment, shall be paid termination benefits at the rate the employee was paid prior to the temporary assignment or out-of-class appointment, adjusted for any wage adjustment(s) which may have been made during the temporary assignment or out-of-class appointment.

ARTICLE 6 - ALLOWANCES FOR WORK-RELATED EXPENSES

ARTICLE 6, SECTION 1: MEAL ALLOWANCE

A. Overtime.

Subject to the supervisor's approval, the District will provide a meal to an employee who is authorized or ordered to work, and does actually work three (3) hours or more of overtime as an extension of their regularly assigned work shift. For any employee who works four (4) or more hours after their first overtime meal, the District will provide a second meal.

ARTICLE 6, SECTION 2: SAFETY FOOTWEAR ALLOWANCE

District employees will be provided a safety footwear allowance towards the purchase of work footwear per the District's Uniform Standards Policies and Procedures, or upon the employee's request subject to approval of the Safety & Security Specialist. The following safety footwear allowance and schedule will also be in accordance with the District's policy:

A. Category 1 – Up to \$300/calendar year for safety boots for field staff.

Employees who spend 75% or more of the workday in the field performing construction, maintenance, or operations functions including mechanical work, shop work, and other functions predominantly performed outdoors, are required to wear approved foot protection.

B. Category 2 – Up to \$300 every three (3) years for safety boots for non-field staff.

Employees who spend less than 75% of the workday outdoors, such as Engineering, IT, support or other administrative staff, must wear footwear when visiting areas with a heightened danger of foot injury. Employees within Category 2 will be eligible for the shoe allowance every three (3) years for safety footwear as required when a need is demonstrated.

Employees will be eligible for either Category 1 or 2 but not both.

C. Category 3 – Up to \$125/calendar year for safety walking shoes.

Employees who perform laboratory functions, meter services, or mark out the location of District underground utilities, may wear non-steel or composite-toe footwear. The walking footwear must have leather uppers and slip resistant soles. Employees within a Category 3 will be provided a safety shoe allowance of up to \$125 per calendar year. Employees eligible for Category 3 may also be eligible for Category 1.

D. Sundries – Up to \$100/calendar year.

Employees required to wear safety boots (Category 1 or 2) can use the allowance for safety shoe repair kits, toe protection, insoles, leather protection, etc.

ARTICLE 6, SECTION 3: PRESCRIPTION SAFETY GLASSES AND SPECTACLE KITS

A. Prescription Safety Glasses.

Prescription safety glasses allowance of up to four hundred dollars (\$400) per pair will be provided for employees working in areas where eye protection is required at all times. If it is medically necessary for an employee to wear prescription safety glasses that exceeds the four hundred dollar (\$400) limit, the District will reimburse the full amount, provided that the employee obtains advanced District approval and submits a doctor's note indicating the medical necessity. The prescription safety glasses shall meet current ANSI/ISEA Z87-1 standards. The District will reimburse no more than one (1) pair of prescription safety glasses per employee per fiscal year, unless the safety glasses were damaged due to a work-related incident not caused by negligence. The District's obligation under this section does not include special tints or other features.

B. Spectacle Kits.

Employees who are required to wear full-face respirators are eligible to receive spectacle kits that consist of frames without the lenses to be fitted into the full-face respirators. When the employee has the lenses fitted by their optometrist, the District will reimburse the employee in the same manner set forth for prescription safety glasses. If an employee is unable to find an optometrist who will fit lenses into frames supplied by the employee, the District will facilitate and fund the fitting of lenses up to the reimbursement amount in this section.

C. Prescription.

The employee is responsible for providing a current prescription before the glasses or lenses are ordered.

ARTICLE 7 - EMPLOYEE BENEFITS

ARTICLE 7, SECTION 1: PENSION (RETIREMENT PLAN)

The administration of the Pension Retirement Plan shall conform and be subject to California Public Employees Retirement System (CalPERS) requirements and the California Public Employees' Pension Reform Act of 2013 (PEPRA).

Retirement benefits and the Pre-retirement Option 2 Death Benefit are provided to eligible regular employees under CalPERS.

A. Definitions.

1. New Member.

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public employee retirement system; or
- b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California public retirement system prior to that date but who is not subject to reciprocity upon joining CalPERS; or
- c. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six (6) months.

2. Classic Member.

- a. An individual hired before January 1, 2013; or
- b. An individual hired on or after January 1, 2013, who is hired from another public agency that has reciprocity with CalPERS and that did not have a break in service of more than six (6) months.

B. Retirement Formula.

1. Hired on or after January 1, 2013 (New Members):

The basis for computing employee retirement compensation shall be two percent (2%) at age 62 CalPERS Formula based on the employee's 36 months of highest average annual compensation, subject to the cap set forth in Government Code Section 7522.10.

2. Hired before January 1, 2013 (Classic Members):

The basis for computing employee retirement compensation shall be two-point seven percent (2.7%) at age 55 CalPERS Supplemental Formula based on the employee's single highest year annual compensation.

C. Employee Contribution.

1. Hired on or after January 1, 2013 (New Members):

The employee shall pay fifty percent (50%) of the normal cost rate for the defined benefit plan, subject to the cap set forth in Government Code Section 20516.5.

2. Hired before January 1, 2013 (Classic Members):

The employee shall pay eight percent (8%) of their annual pensionable compensation toward their pension.



D. Special Compensation.

1. Holiday pay is reported for employees who work in positions that require scheduled staffing without regard to holidays. If the employee is paid over and above the normal salary when a holiday is worked, the additional pay is reported separately to CalPERS as special compensation. This applies to both classic and new members.

2. Uniform Allowance.

a. Hired on or after January 1, 2013 (New Members/New Employees):

Uniform Allowance is not pensionable compensation and not reported to CalPERS as special compensation.

b. Hired before January 1, 2013 (Classic Members):

Uniform Allowance is reported for employees required to wear a uniform, although the cost is absorbed by the District. These costs are reported to CalPERS as special compensation. The annual cost of uniforms is divided by the number of participating employees to determine the reportable amount, not to exceed thirty dollars (\$30).

3. Temporary Assignment or Out-of-Class Appointment.

a. Hired on or after January 1, 2013 (New Members):

Temporary Assignments or Out-of-Class Appointments to a vacant position due to an absence or vacancy is not pensionable compensation and not reported to CalPERS as special compensation.

b. Hired before January 1, 2013 (Classic Members):

Temporary Assignments or Out-of-Class Appointments to a vacant position due to an absence or vacancy during an active recruitment is pensionable compensation and reported to CalPERS as special compensation. However, when the duties of the vacant position are temporarily modified, resulting in the employee performing some, but not all of the duties that would be regularly performed in such position, the premium rate above the employee's salary in their current position is not pensionable compensation and not reported to CalPERS as special compensation.

c. Temporary Assignments or Out-of-Class Appointments at the General Manager's Discretion.

Temporary assignments or Out-of-Class Appointments at the General Manager's discretion and not meeting CalPERS' requirements for special compensation are not pensionable compensation and not reported to CalPERS as special compensation.

4. Educational Incentive.

Compensation received by employees in certain classifications as a part of the District's Recognition Program for completing certain educational certificates, which enhance the

employee's ability to do their job as defined by the Certification Incentive Plan Human Resources Procedure, is pensionable compensation and reported to CalPERS as special compensation, not to exceed five percent (5%) of the employee's salary. This applies to both classic and new members.

#### ARTICLE 7, SECTION 2: SHORT-TERM/LONG-TERM DISABILITY INSURANCE

Short-Term/Long-Term Disability Insurance is available to all full-time regular employees on the first of the month following the hire date. The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

##### A. Premium.

The premium is based on the employee's salary and is paid by the District.

#### ARTICLE 7, SECTION 3: GROUP HEALTH AND DENTAL INSURANCE: ACTIVE EMPLOYEES

##### A. Active Employees' Health and Dental Insurance Eligibility.

Regular full-time employees and their eligible dependents are eligible for coverage under the District-selected medical and dental insurance plans, which includes a Flexible Benefits Plan, effective the first of the month following date of hire and upon proper application, acceptance, and continuous service. Regular part-time employees and their eligible dependents are eligible for coverage effective the first of the month following date of hire and upon proper application, acceptance, and continuous service, except that the District's contribution is limited to one-half (½) of the District's contribution as provided below. The medical and dental plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

##### B. Health Insurance Coverage.

###### 1. Dental Coverage.

All eligible employees are required to enroll in the dental insurance plan for the employee only.

###### 2. Medical Coverage.

All eligible employees must select from the following two (2) options:

###### Option 1: Waive Coverage

You may elect to waive coverage if you are covered by another group health insurance plan, subject to plan provisions or District approval. You will be required to provide proof of medical insurance coverage.

## Option 2: Medical Insurance

You may elect to enroll in the District-selected medical plan in accordance with the eligibility and enrollment guidelines. Married District employees are required to enroll on the same medical plan as a family.

### C. District/Employee Contribution.

The formula for District and employee medical and dental insurance contributions shall be:

- 100% of the premium paid by the District for employees.
- 88% of the District-selected premium paid by the District for dependents; 12% paid by the employee.

### D. Reservation of Rights.

The coverage and benefits provided by this section shall only be valid for the term of this MOU and are not guaranteed beyond that. Moreover, subject to state law governing the duty to meet-and-confer, the District expressly reserves the right to amend or modify the District-selected insurance plans at any time and employees acknowledge that they are not entitled to any specific type of plan or coverage. The District's decision to change or end the current plan may be due to, but are not limited to, changes in federal or state laws or regulations governing medical or dental insurance benefits, the provisions of a contract or policy involving an insurance company, cost or coverage changes, or any other reason.

## ARTICLE 7, SECTION 4: GROUP HEALTH AND DENTAL INSURANCE: RETIRED EMPLOYEES (FOR EMPLOYEES HIRED BEFORE SEPTEMBER 1, 2024 WHO DID NOT ELECT THE HEALTH REIMBURSEMENT ARRANGEMENT [HRA])

### A. Retiree Health Insurance Guaranteed.

The provision of health insurance and access to medical and dental insurance for employees retiring who held full-time status during their employment and their eligible dependents (as set forth below) are guaranteed for the life of the retiree and spouse. However, the District reserves the right to make changes related to the overall administration of the plan (e.g., changing health care providers) that do not have a major impact on the overall plan structure. The medical plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

### B. Hired on or after January 1, 2013 and before September 1, 2024 (New PERS Members [PEPRA]/New Employees Hired before September 1, 2024).

The employee shall pay the difference between 8.75% of annual pensionable compensation and 50% of the normal cost rate for the defined benefit plan to the District to offset the District's costs for post-retirement health benefits set forth in this section. Such payments to and contributions by the District shall be subject to and comply with the requirements for the District's Prefunding Plan under the California Employer's Retiree Benefit Trust Program (the Trust).

Hired before January 1, 2013 (Current Classic PERS Members); Hired before September 1, 2024 (Classic PERS Members).

The employee shall contribute three quarters of one percent (0.75%) of annual pensionable compensation to the District to offset the District's costs for post-retirement health benefits set forth in this section. Such payments to and contributions by the District shall be subject to and comply with the requirements for the Trust.

C. Eligibility.

Retirement through the District's Pension Retirement Plan (currently CalPERS) is required to be eligible to receive Retiree Health Insurance in addition to any other provisions set forth herein. Additionally, Medicare-eligible retirees and retiree's spouse are required to sign up for Medicare Parts A and B at the retiree's and/or spouse's expense, if eligible, to be eligible for District retiree health coverage.

D. Eligible Dependents.

Eligible dependents include those dependents who were covered by the District's health insurance on the date the employee ceased active service with the District. Dependents acquired after the employee retires are not eligible for coverage. If the retiree dies, or an active employee dies, and such employee was eligible to be covered by health insurance as a retiree on the date of death, then such employee's dependent(s) will be eligible for District-paid continuation of health insurance coverage at 88% for the life of the retiree's spouse. If there are dependent children eligible for coverage, such unmarried children are eligible for District-paid continuation of health insurance coverage at 88% up to age 19. Plan requirements shall be set forth in a separate booklet furnished to all eligible retirees, is referenced only to provide additional information and is not incorporated into the MOU. Dependent children may be allowed to remain on the plan at the retiree's own expense beyond age 19 as required by law.

E. Health and Dental Insurance Premium Contributions.

District contributions towards health and dental insurance premiums for retired employees who held full-time status during their employment, shall be as follows; and medical and dental plan requirements shall be as set forth in separate booklets furnished to all eligible retirees, are referenced only to provide additional information, and are not incorporated into the MOU:

1. Regular Retirement.

a. Qualifications for represented employee (Classic PERS Members and New PERS Members) coverage are:

- The employee has attained age 55; and
- The employee has completed twenty (20) years of continuous full-time service from latest date of hire.

b. District/retiree contribution:

District and retiree health and dental insurance contributions shall be based on the following formula:

Employee Only: 100% of the premium paid by the District.

Employee + 1: 88% of the District-selected premium paid by the District;  
12% paid by the employee.

Employee + 2 or more: 88% of the District-selected premium paid by the District;  
12% paid by the employee.

This shall be a fixed percentage and shall not change after the employee retires.

2. Early Retirement (Employees hired before September 1, 2024).

a. Early Retirement Due to Employee Disability.

An employee may retire after the age of 50, if (1) the employee is disabled and unable to work the usual duties of the employee's position on a permanent basis or long-term basis (subject to District approval), (2) has a minimum of ten (10) years of continuous full-time District service from latest date of hire, and (3) also takes an early retirement through the District's retirement pension plan (CalPERS). The District will make the final determination of disability eligibility. The District has sole discretion to determine whether the employee is disabled to qualify for this benefit and to adopt policies, regulations, and/or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who is disabled and to determine the policies, regulations and/or guidelines.

b. Early Retirement Due to Employee Hardship.

An employee may retire after the age of 50, if (1) the employee experiences a severe hardship (subject to District approval), (2) has a minimum of twenty (20) years of continuous full-time District service from latest date of hire, and (3) also takes an early retirement through the District's retirement pension plan (currently CalPERS). A severe hardship may include a spouse who suffers from a serious and prolonged illness or disability where the employee is required to care for the spouse or other similar extraordinary circumstances. The District will make the final determination of hardship eligibility. The District has sole discretion to determine whether the employee has a qualified hardship to be eligible for this benefit and to adopt policies, regulations, and/or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who qualifies for this benefit and to determine the policies, regulations and/or guidelines.

c. Benefit Level.

If an employee is permanently disabled or has a severe hardship as defined above, the employee may be eligible for retiree health benefits provided they are an active

employee who has attained age 50 and has years of continuous service as defined above. The employee and eligible dependents would receive a reduced contribution level toward the District’s current retiree medical and dental benefit plan as follows:

<b>Early Retirement Due to Disability or Hardship</b>	
<b>Age at Time of Retirement</b>	<b>District Fixed Percentage Contribution Level</b>
<b>50</b>	<b>70%</b>
<b>51</b>	<b>76%</b>
<b>52</b>	<b>82%</b>
<b>53</b>	<b>88%</b>
<b>54+</b>	<b>94%</b>

If disability retirement or hardship is approved by the District, the percentage of the retiree’s health benefit premium to be paid by the District will be determined based on the retiree’s age at the time the retirement becomes effective, as demonstrated in the above table. The District’s fixed percentage contribution will not increase over time. The same fixed percentage will be applied to calculate the District’s portion for any qualified dependent(s).

ARTICLE 7, SECTION 5: HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

A. Tier I Eligibility for Full-time, Regular Employees Hired Before September 1, 2024:

1. For employees hired before September 1, 2024 who opt into the HRA, the District shall make contributions to an HRA benefit for the purpose of post-employment retiree medical expense reimbursement.
2. The District will offer all such employees during an election period determined by the District a voluntary option for the employee to make a one-time election to participate in the HRA and irrevocability waive their participation in the Group Health and Dental Insurance plan set forth in Article 7, Section 4 of the MOU. Any employee who fails to make a choice during the election period will remain in the Group Health and Dental Insurance plan.
3. District Contributions:
  - a. The District shall contribute \$5,000 annually (or \$416.67 monthly) to the employee’s HRA from their latest date of hire until they retire from or terminate their employment at the District.
  - b. Prior years of service with the District will be credited as a lump sump catch-up contribution at the onset of the District’s HRA using the same \$5,000 contribution amount and will include five percent (5%) interest earnings compounded annually. Prior years of service credit will be calculated based on the later of the employee’s latest date of hire or the date of eligibility in the current Retiree Health Insurance Guaranteed benefit for all employees who choose to opt into the HRA, made available to represented employees on August 10, 2011. Prior years of service for partial years will be prorated based on the number of months employed during that

year. Any start date on or before the 15<sup>th</sup> of the month will be counted as a full month and any start date on or after the 16<sup>th</sup> of the month will not receive credit for that month. Service credit will not be earned during any unpaid disciplinary suspension and during Personal Leave when the employee is no longer eligible for District-paid benefits.

c. Vesting:

Upon completion of one (1) year of service, the employee will own their final account balance in accordance with the below vesting schedule with service credit being awarded for each completed year of service after the first year. Service credit will not be earned during any unpaid disciplinary suspension and during Personal Leave when the employee is no longer eligible for District-paid benefits. The employee will attain 100% vested status upon completion of ten (10) years of continuous full-time service from their latest date of hire or date of eligibility in the current Retiree Health Insurance Guaranteed benefit for those employees who choose to opt into the HRA. Employees whose employment is terminated, either voluntary or involuntary, prior to the completion of one (1) year of service will not be vested and will forfeit any District contributions.

<b>Years of Service</b>	<b>District Contribution Vesting %</b>
Less than 1 Year	0%
1 Year	10%
2 Years	20%
3 Years	30%
4 Years	40%
5 Years	50%
6 Years	60%
7 Years	70%
8 Years	80%
9 Years	90%
10 Years	100%

B. Tier II Eligibility for all Employees hired on or after September 1, 2024.

1. For all full-time employees hired on or after September 1, 2024, the District and the employee shall make contributions to an HRA benefit for the purpose of post-employment retiree medical expense reimbursement.
2. District/Employee Contributions:
  - a. The District shall contribute \$4,000 annually (or \$333.34 monthly), to the employee’s HRA from their latest date of hire until they retire or terminate from the District for a maximum period of twenty (20) years.
  - b. The employee shall contribute \$1,000.00 annually (or \$40.00 per pay period for the first twenty-five [25] pay periods of the calendar year) to their HRA from their latest date of hire until they retire or terminate from the District.

- c. Service credit will not be earned during any unpaid disciplinary suspension and during Personal Leave when the employee is no longer eligible for District-paid benefit.

d. Vesting:

The employee will vest into the District contributions in accordance with the below vesting schedule, with service credit being awarded for each completed month of service after the first year. Service credit will not be earned during any unpaid disciplinary suspension and during Personal Leave when the employee is no longer eligible for District-paid benefits. The employee will attain 100% vested status upon completion of ten (10) years of continuous full-time service from their latest date of hire. Employees whose employment is terminated, voluntarily or involuntarily, prior to the completion of one (1) year of service will not be vested and will forfeit any District contributions.

<b>Years of Service</b>	<b>District Contribution Vesting %</b>
Less than 1 Year	0%
1 Year	10%
2 Years	20%
3 Years	30%
4 Years	40%
5 Years	50%
6 Years	60%
7 Years	70%
8 Years	80%
9 Years	90%
10 Years	100%

ARTICLE 7, SECTION 6: LIFE INSURANCE: ACTIVE EMPLOYEES

Group Term Life Insurance is provided to regular full-time and regular part-time employees and their eligible dependents. The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premiums.

The premium is based on the employee’s coverage and is paid by the District. In addition, an employee may elect to cover themselves and eligible dependents for voluntary term life insurance. The full cost of this voluntary term life insurance is paid by the employee through payroll deduction. The details of the plan are as set forth in a separate booklet furnished to all eligible employees.

B. Reservation of Rights.

The coverage and benefits provided by this section shall only be valid for the term of this MOU and are not guaranteed beyond that. Moreover, subject to state law governing the duty to meet-and-confer, the District expressly reserves the right to amend or modify the District-



selected Group Term Life Insurance plan at any time and employees acknowledge that they are not entitled to any specific type of plan or coverage. The District's decision to change or end the current plan may be due to, but are not limited to, changes in federal or state laws or regulations governing life insurance benefits, the provisions of a contract or policy involving an insurance company, cost or coverage changes, or any other reason.

#### ARTICLE 7, SECTION 7: DEATH BENEFIT

In the event of an employee's death, any unpaid wages, accrued unused vacation, accrued unused sick leave, accrued/unused birthday holiday, and/or accrued unused compensatory time shall be paid to the beneficiary designated in the Group Term Life Insurance Beneficiary form filed in Human Resources or as otherwise required by law.

#### ARTICLE 8 - PAID LEAVES

##### ARTICLE 8, SECTION 1: HOLIDAYS AND HOLIDAY COMPENSATION

The District recognizes the following fourteen (14) holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr's. Birthday
3. Presidents Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day
12. Two (2) Floating Holidays (see "A" below)
13. Employee's Birthday (see "B" below)

##### A. Floating Holiday.

Two (2) floating holidays shall be granted to employees to use in conjunction with other holidays. To establish the date of this holiday, on or before October first (1<sup>st</sup>) of each year, the Association shall notify the District of their preference for scheduling it. The District will then, at its discretion, schedule the holiday on the date requested by the Association, if consistent with and not detrimental to the District's operations.

##### B. Employee's Birthday.

With advanced approval, the employee's birthday holiday may be used on the date of the employee's birthday or at any time after their birthday (subject to the time limitations below). Employees will not be paid for unused birthday holidays. An employee must notify their supervisor when they would like to take their birthday holiday. This holiday is to be used within twelve (12) calendar months from the date it is granted.

C. Saturday and Sunday Holidays.

Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday, which days shall be considered as the designated holiday.

D. Eligibility for Holidays.

In no event shall the employee receive holiday pay unless they are on the payroll the day the holiday occurs and has worked or has paid service on their full, regularly-scheduled shift the full day before and the full day after the holiday.

E. Compensation for Holidays.

1. Eligible full-time employees shall receive up to ten (10) hours pay of their regularly scheduled shift for holidays, and eligible regular part-time employees shall receive four (4) hours pay for holidays, regardless of the day of the week on which the holiday falls, and regardless of whether it was worked or not. While on Personal Leave, Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) Leave, or Pregnancy Disability Leave (PDL), an employee will not be entitled to holiday pay.

2. Compensation for Working on a Holiday:

In addition to Section E (1) above, an FLSA non-exempt employee who works on a holiday shall be compensated at time and one-half (1½) the employee's regular hourly rate for all hours worked on that holiday.

3. Weekend Holidays:

An employee who works on Christmas Day, New Year's Day, and/or Independence Day when these three (3) holidays fall on a weekend shall be compensated at time and one-half (1½) the employee's regular rate of pay either on the Monday or Friday upon which the holiday is observed or on the actual day of the holiday, whichever day coincides with the day the employee works.

ARTICLE 8, SECTION 2: VACATION

A. Eligibility.

Vacation is paid time-off earned by eligible regular full-time employees. Regular part-time employees shall earn fifty percent (50%) of the vacation credits earned by full-time employees.

An employee's vacation credits earned become available for use as it is accumulated on a daily basis for actual hours paid in the payroll period and may be used beginning in the payroll period following the payroll period within which it was earned.

B. Earnings.

Eligible employees earn vacation credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One (1) Year (26 Biweekly Pay Periods)
Up to Five Years	96 hours/12 Days
Start of Sixth Year	104 hours/13 Days
Start of Seventh Year	112 hours/14 Days
Start of Eighth Year	120 hours/15 Days
Start of Ninth Year	128 hours/16 Days
Start of Tenth Year	136 hours/17 Days
Start of Eleventh Year	144 hours/18 Days
Start of Twelfth Year	152 hours/19 Days
Start of Thirteenth Year	160 hours/20 Days
Start of Fourteenth Year	168 hours/21 Days
Start of Fifteenth Year	176 hours/22 Days
After Twenty Years	184 hours/23 Days

Vacation credits continue to accrue when an employee is on paid vacation or sick leave.

C. Maximum Balance.

The maximum amount of vacation an eligible employee may accumulate is four (4) times their annual rate of accrual.

D. Granting Requests.

Vacations will, so far as practicable, be granted at the time requested by the employee provided the employee has enough hours to cover the request. However, the District may schedule and approve or deny vacations at its discretion to assure orderly operation of the District.

E. Use of Vacation Leave in Lieu of Sick Leave.

If employee has used all available sick leave, vacation credits may also be used by an employee for sick leave with prior approval by the District.

F. Terminal Payment of Vacation.

An employee, at the time they terminate employment with the District, shall be paid for any unused vacation credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take vacation to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 2 (G), for employees designated as Employees' Field Unit and Administrative Employees' Unit, an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of their separation from District service, shall not be paid the monetary value of all available vacation credit as provided in Article 8, Section 2 (G) above but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the vacation credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of their termination of employment or who terminates employment because of their death.

G. Returning Employees.

If an employee terminates from their position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue vacation on the schedule based on their years of service at the time they left the District.

ARTICLE 8, SECTION 3: SICK LEAVE

A. Eligibility.

Sick leave is paid time-off for use as described herein, earned by eligible regular full-time employees. Regular part-time employees shall earn fifty percent (50%) of the sick leave credits earned by full-time employees.

An employee's sick leave credits earned become available for use as they are accumulated on a daily basis for actual hours paid in the payroll period and may be used in the payroll period following the payroll period within which it was earned.

B. Earnings.

Eligible employees earn sick leave credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One (1) Year (26 Biweekly Pay Periods)
Up to Five Years	64 Hours/8 Days
Over Five Years but less than Ten Years	80 Hours/10 Days
Ten Years	120 Hours/15 Days

Sick Leave credits will continue to accrue when an employee is on paid vacation or sick leave.

C. Allowable Use of Sick Leave.

Sick leave shall be allowed and used for personal illness, injury, medical appointments, and medical consultations and/or treatment, including hospitalization. Sick leave may also be used to care for the illness, injury, medical appointments, medical consultations and/or medical treatment of family members. Within a calendar year, an employee may use an amount of sick leave, equal to or less than that which they accrue in six (6) months (i.e., one-half of their annual sick allotment) for family members or, for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the Labor Code.

D. Relationship to Other Leaves.

To the extent that the employee's own illness, illness of family member or extended family member overlaps with any other form of leave (i.e., Kin Care, Paid Sick Leave Law, FMLA or CFRA), the leave shall run concurrently with each such leave.

E. Use of Sick Leave in Lieu of Vacation Leave.

If an employee has used all available vacation leave, sick leave may, with advance notice and prior approval by the District, be used as vacation.

F. Definition of Family Member.

Family members for the use of sick leave are defined as:

- Child. "Child" is defined as a biological, foster or adopted child, stepchild, legal ward, or a child of an employee or their spouse/registered domestic partner (as defined in California Family Code Section 297) who is acting in *loco parentis*;
- Spouse or registered domestic partner;
- Parent. Parent is defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- Grandparent;
- Grandchild;
- Sibling;
- Designated person. Designated person is defined as a person identified by the employee at the time the employee requests sick leave. Employees are limited to one (1) designated person within a 12-month period.

G. Verification of the Proper Use of Sick Leave.

The District may require verification of the proper use of sick leave at any time. If the use of sick leave for illness or injury exceeds five (5) consecutive business days, the employee shall provide the District with a medical doctor's written verification of the illness or injury. The doctor's written verification must include a statement indicating that the employee is unable to work and whether there are any work restrictions.

H. Maximum Balance.

The maximum sick leave balance for eligible employees shall be six hundred (600) hours of sick leave credits.

I. Terminal Payment of Sick Leave.

An employee, at the time they terminate employment with the District, shall be paid for any unused sick leave credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take sick leave to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 3 (I), an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of their separation from District service, shall not be paid the monetary value of all available sick leave balance otherwise payable under this Article 8, Section 3 (I) but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the sick credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the

time of their termination of employment or who terminates employment because of their death.

J. Returning Employees.

If an employee terminates from their position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue sick leave on the schedule based on their years of service at the time they left the District.

ARTICLE 8, SECTION 4: JURY DUTY (COURT LEAVE)

A. Definition.

Jury duty (court leave) is paid leave granted by the District to an eligible employee to enable that employee to fulfill their duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior or Justice Court located within San Diego County.

B. Eligibility.

An employee who has received an order from a court is eligible for court leave. Court leave is not granted when the employee is paid an expert witness fee or when attendance is part of the employee's official District duties. The employee must notify their supervisor immediately of any notice they receive to report for jury duty. The District may direct the employee to reschedule to ensure orderly operation of the District. The employee shall furnish the District with a statement, letter or timecard from a court official certifying the employee's service as a juror or prospective juror.

C. Court Leave Shall be Limited to and Subject to the Following:

1. Required attendance before Federal, Superior and Justice Courts located within the County of San Diego.

Immediately after the employee is dismissed from jury service the employee must report to their supervisor. Employees will be provided reasonable travel time depending on location of jury service and mode of transportation taken. If there would be two (2) or more hours left in the work shift by the time the employee would be able to report to work, the employee shall either report to work or request to use vacation or compensatory time off for the remainder of the day, with supervisor approval. If there are less than two (2) hours left in the work shift, the employee can go home and report to the next regular shift and receive pay at their regular rate of pay.

2. Jury service on a regular workday.

Payment shall not be made for jury duty performed on an employee's regular day off. Similarly, payment for jury service on Saturdays or Sundays shall not be made unless those are regularly scheduled workdays for the employee and the employee was required to report to jury duty or for hours in excess of the employee's regularly scheduled workday, work week or work period. Refer to the Alternative Work Schedule procedure for additional guidelines.

3. Attendance that is required as a result of a notice to appear from the Jury Commissioner.

If an employee volunteers to serve on jury duty even though the local rule of the court does not require it, the District will not pay the employee's salary for the period of such service. However, with advance District approval, the employee may use accrued vacation, sick leave, or compensatory time to compensate them for the hours missed while on voluntary jury duty. No unpaid leave shall be granted for voluntary jury duty without prior approval of the employee's supervisor.

ARTICLE 8, SECTION 5: BEREAVEMENT LEAVE

A. Definition.

Bereavement leave is paid leave granted by the District which is available to an employee in the event of a death or funeral of a member of the employee's immediate family as defined below.

B. Eligibility.

Regular employees are eligible for bereavement leave up to three (3) months after the death of the person for whom the employee is taking leave. An employee may be able to take bereavement leave for a period longer than three (3) months after the death of the employee's immediate family member with prior approval of the District. Employees on a leave of absence status are not eligible.

C. Amount of Leave.

Eligible employees may be granted up to four (4) working days (not necessarily consecutive days) of paid bereavement leave and one (1) working day of unpaid bereavement leave within three (3) months of the death of an immediate family member. An employee may use one (1) day of sick leave, vacation, or compensatory time (if available) to supplement their bereavement leave. Regular part-time employees shall be eligible for fifty percent (50%) of the amount of leave granted to full-time employees.

D. Immediate Family.

For purposes of bereavement leave only, immediate family is defined as:

Spouse, registered domestic partner (as defined in California Family Code Section 297), parent, stepparent, parent of current or deceased spouse or registered domestic partner, child, stepchild, grandchild, grandparent, sibling, parent-in-law, or designated person on file with the District in accordance with Article 8, Section 3 (F), Sick Leave, Definition of Family Member.

E. Verification of Proper Use of Bereavement Leave.

If requested by the District, application for paid bereavement leave must be supported by satisfactory evidence of death and family relationship.

## ARTICLE 8, SECTION 6: SCHOOL AND CHILD CARE PROVIDER ACTIVITIES LEAVE

### A. Definition.

School and Child Care Provider Activities Leave is the allowable use of the employee's existing leave credits to attend school or child care provider activities to enroll or re-enroll a child in a school or with a licensed child care provider, or to address a school or child care provider emergency.

### B. Eligibility.

A regular employee who is a parent, guardian, stepparent, foster parent or grandparent with custody, or who stands in loco parentis, of a child enrolled in grades K through 12 of a public or private school, or in a licensed child day care facility, is eligible for School or Child Care Provider Activities Leave.

### C. Amount of Leave.

An employee may use as School or Child Care Provider Activities Leave, up to forty (40) hours of their existing vacation, sick leave, or compensatory time balance per calendar year, but not more than eight (8) hours in any one (1) calendar month, regardless of the number of children the employee may have. The eight (8) hour per month limitation does not apply for leave to address a school or child care provider emergency. If the employee does not have sufficient paid leave available, they shall be allowed to take unpaid personal leave.

### D. Required Advance Notice.

Employees are required to give forty-eight (48) hours advance notice, unless it is a school or child care provider emergency as indicated in Section "F" below, of their desire to take School or Child Care Provider Activities Leave. Advance notice of less than forty-eight (48) hours may only be given with approval by the District. The District may also require that the employee provide documentation verifying participation in school or child care provider activities.

### E. Parents Employed by District.

If both parents of a child are District employees, only the parent who first gives notice shall be automatically permitted to take School or Child Care Provider Activities Leave. The other parent may be permitted to take School or Child Care Provider Activities Leave simultaneously if the District approves the requested time off.

### F. Definition of School or Child Care Provider Emergency.

An emergency means that an employee's child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up from the school or child care provider.
- Behavioral or discipline problems.



- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
- A natural disaster, including, but not limited to, fire, earthquake, or flood.

#### ARTICLE 8, SECTION 7: MILITARY LEAVE

The administration of Military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

##### A. Definition and Eligibility.

Military Leave (both Active and Temporary) is granted to an employee who is or becomes a member of the armed forces, militia, National Guard or Naval Militia, or the organized reserves of any of the same. Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the California Military & Veterans Code and the USERRA.

##### B. Required Advance Notice.

The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

##### C. Compensation of Temporary Military Leave.

The length of Temporary Military Leave (for training, as opposed to active duty) shall be as provided and in accordance with California Military & Veterans Code requirements including, but not limited to, Section 395. Compensation for Temporary Military Leave shall be provided for up to a two (2) week period in any one (1) calendar year, as follows: the District will pay the difference between the employee's District salary and compensation they receive from the government for military services rendered. The employee will receive pay from the District at such time they submit a statement to the Payroll Department verifying compensation received from the government.

##### D. Compensation for Active Military Leave.

Employees eligible under California Military & Veterans Code Sections 395.01, 395.02, or 395.05 shall receive their salary or compensation as a public employee for the first thirty (30) calendar days of any eligible absences, subject to the restrictions set forth in the applicable statute. For employees ineligible under the aforementioned statutes and for eligible employees beyond the thirty (30) day period, the District will pay the difference between the employee's District salary and compensation they receive from the government for military services rendered. The employee will receive pay from the District at such time they submit a statement to the Payroll Department verifying compensation received from the government.

#### ARTICLE 8, SECTION 8: FAILURE TO RETURN FROM LEAVE

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from Military Leave, failure by an employee to return to duty within two (2)

days of the date they are scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of their automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

## ARTICLE 9 - CASH-IN OF VACATION AND/OR SICK LEAVE CREDITS

### Cash-In of Vacation and/or Sick Leave Credits.

An employee may request to cash-in portions of unused vacation and/or sick leave under the following conditions:

1. Annually in December, an employee may elect one (1) irrevocable request for pay in lieu of vacation and/or sick leave hours in the next calendar year and the request is limited to the amount that is earned in the following calendar year for each type of leave (vacation or sick leave). A request may not exceed the employee's accrued balances. The employee must select the month in which to receive the payment.
2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agree to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved vacation is canceled by the District, the forty (40) consecutive hour requirement is waived.
3. The request is irrevocable and once submitted cannot be changed or cancelled. The request shall state the number of hours of vacation and/or sick leave to be paid.
4. Request for cash-in of vacation and/or sick leave will be paid on the pay date of the second pay period of the month for which the payment is requested. The payment will be at the employee's regular base rate of pay at the time of the cash-in, excluding temporary assignments or out-of-class appointments.
5. In cases where an employee has an Unforeseeable Emergency, irrespective of whether an annual cash-in election has been submitted or paid out, a request for an emergency cash-in can be submitted to Human Resources.
  - a. The request shall include: (i) a description and documentation of the Unforeseeable Emergency, (ii) documentation supporting the amount of money necessary to meet the emergency, (iii) the number of accrued hours needed to meet the emergency (limited to the accrued hours available at the time of the request), and (iv) documentation supporting when payment for the emergency is necessary.
  - b. An Unforeseeable Emergency means an unanticipated emergency caused by an event beyond the employee's control that would result in severe financial hardship to the employee if the requested payment were not permitted.
  - c. The General Manager or designee will consider all requests which may include (i) modifying an employee's annual election (if the election has not yet been paid out), or (ii) approving an emergency election (whether or not an annual election has been submitted or paid out), (iii) being reimbursed for any or all of the required eighty (80) hour balance

(if needed for the emergency), and (iv) waving the requirement that the employee take a minimum of forty (40) consecutive hours of leave in the calendar year (if needed for the emergency).

- d. An employee may receive cash payment of accruals (whether sick, vacation, or a combination of both) due to an unforeseeable emergency only once per calendar year. In addition, the amount of the payment may not exceed the amount needed to meet the emergency.

## ARTICLE 10 - UNPAID LEAVES

### ARTICLE 10, SECTION 1: FAMILY MEDICAL LEAVE, CALIFORNIA FAMILY RIGHTS ACT, PREGNANCY DISABILITY LEAVE AND KIN CARE LEAVE

The administration of Family Medical Leave shall conform to the requirements of applicable state and federal family leave acts including, but not limited to, the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA), as set forth in the District's Family Medical Leave, Pregnancy Disability Leave (PDL), and Kin Care Leave Policy.

### ARTICLE 10, SECTION 2: NON-WORK-RELATED MEDICAL LEAVE

#### A. Eligibility and Length of Leave.

An employee who has twelve (12) months of service, which service need not be consecutive, and has worked at least 1,250 hours during the twelve (12) months immediately prior to the leave, shall be eligible to request Non-Work-Related Employee Medical Leave for up to six (6) months under the same conditions as applies to Article 10, Section 1, Family Medical Leave.

#### B. Reinstatement.

##### 1. Within Twelve (12) Weeks.

The District shall reinstate the employee who returns within twelve (12) weeks of commencement of leave to their former position or to an equivalent position as determined by the District, with equivalent pay, benefits, status and authority.

##### 2. After Twelve (12) Weeks.

For an employee who returns after twelve (12) weeks from commencement of leave, the District may return the employee to their former position, unless the position is no longer available. In the event the District at its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee on leave in writing at least two (2) weeks prior to eliminating or posting the position.

## ARTICLE 10, SECTION 3: WORK-RELATED DISABILITY LEAVE

### A. Definition.

Work-Related Disability Leave is unpaid leave provided to an employee on Workers' Compensation Temporary Disability Benefits for a period of up to six (6) months per injury for the purpose of recovering from, and receiving treatment for, a work-related disability.

Work-related Disability Leave shall run concurrently with FMLA if the purpose for the leave qualifies under the FMLA and/or CFRA. An employee is eligible for only one (1) six-month period of leave for any one (1) injury or illness.

The provisions of this section are not intended to conflict with and are subject to applicable state and federal disability-related regulations and procedures including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

### B. Maintenance of Benefits During Work-Related Disability Leave.

During Work-Related Disability Leave, the District shall maintain the following benefits for the employee and the employee's eligible dependents under the same conditions as coverage would have been provided if the employee had been continuously employed:

- Medical Insurance,
- Dental Insurance,
- Life and AD&D Insurance, and
- Long-Term Disability (LTD) Insurance.

If the employee elects to continue the optional life insurance and/or the flexible benefits program, the employee shall be required to pay the premiums by payroll deduction or direct payment to the District. At the beginning of the leave period, the employee will be given written notice of the amounts and option of either payroll deduction or direct payments. Such employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.

While on Work-Related Disability Leave, an employee shall earn sick leave and vacation credit and will be entitled to pay for holidays.

Further, while on Work-Related Disability Leave, the employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.

### C. Reinstatement.

#### 1. Return Prior to Six (6) Months.

At the conclusion of a Work-Related Disability Leave that has not exceeded six (6) months in duration, and provided that the employee's attending physician verifies that they are fully able to resume all of the duties and responsibilities of the position, and if such position exists, an employee shall be returned to the duties of the position within the classification to which they were assigned prior to the leave.

2. Status of Leave at Six (6) Months.

If, at the conclusion of six (6) months from the first day of injury or illness, the employee remains unable to return and resume the duties and responsibilities of their position, the District may consider their position vacated and take the necessary steps to fill it. The employee may request Personal Leave. The District may then place the employee on a Personal Leave of Absence not to exceed six (6) months. In the event the District in its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 10, SECTION 4: PERSONAL LEAVE

A. Eligibility.

An employee who has exhausted all other available District leave or a new hire who is not yet eligible for District leave, shall be eligible to request unpaid Personal Leave of up to six (6) months.

B. Requests.

The District may grant Personal Leave for emergency or other necessary conditions, and such requests shall be subject to review to determine if the leave serves the best interest of the District, subject to the following conditions:

1. During the leave, the employee and their eligible dependent(s), may continue group medical and dental coverage for a limited period of time at their own expense in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines.
2. Sick leave and vacation credits will not accrue during Personal Leave.
3. The employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.
4. Upon return from Personal Leave, the District may return the employee to their former position, unless the position is no longer available. In the event the District, at its discretion, eliminates the position or fills it while the employee is on Personal Leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 10, SECTION 5: FAILURE TO RETURN FROM LEAVE

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from Military Leave, failure by an employee to return to duty within two (2) days of the date they are scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of their automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

## ARTICLE 11 - WORKPLACE SAFETY

### A. Commitment to Safety.

The District will continue to provide for the workplace safety and health of its employees and to maintain an effective safety and loss control program. It is the responsibility of all employees to follow all safety practices, rules, and regulations and report all injuries to their supervisor.

### B. Safety Advisory Team.

The District may convene an Employee Safety Advisory Team to review and discuss safety features, methodologies, and equipment.

### C. Reporting Safety Concerns.

It is the obligation of all employees to immediately report any condition that they believe to be unsafe. The District will conduct a prompt investigation and correct any unsafe conditions found to exist.

## ARTICLE 12 - PERSONNEL PRACTICES

### ARTICLE 12, SECTION 1: PERSONNEL FILES

An employee may inspect and request copies of their personnel file with the exception of references and all materials obtained from other employers and agencies before they were hired. An employee shall make a request to inspect or receive a copy of their file at least forty-eight (48) hours in advance of such inspection. In order to preserve the integrity of personnel files, the District may require inspections to be made in the presence of the Human Resources Manager or their designee. The District shall keep documents regarding the processing of a grievance separate from the employee's personnel file, except that the District may place in the personnel file any document that would normally be a part of the file that relate to change in pay, etc. in the absence of a grievance.

### ARTICLE 12, SECTION 2: LAYOFF PROCEDURE

The General Manager may lay off, in accordance with law, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons at their discretion. An employee terminated because of the elimination of the employee's position or a reduction in the workforce (layoff) shall receive ten (10) working days notice or ten (10) days' pay. The District shall determine whether the employee shall receive notice or pay. The District shall also provide the Association with twenty (20) working days notice prior to the layoff to allow the Association to meet-and-confer over the impact of the layoff.

The layoff process shall be administered in accordance with the following:

#### A. Order of Layoff.

Except for employees who volunteer to be laid off, layoff shall be by classification within each department. The District may layoff a volunteer for layoff at any point. Within each

classification, employees will be selected for layoff based on seniority, as defined below, with the lowest seniority ratings being laid off first. In cases where the District determines that seniority is equal between two (2) or more employees, performance, as determined by a combination of factors including, but not limited to, past performance and productivity (as evidenced by, among other factors, the employee's performance evaluations), qualifications, attitude, attendance, and punctuality, will be the deciding factor, with the lowest performance ratings being laid off first. Employees on leave shall be laid off in the same manner as active employees.

B. Calculation of Seniority Layoff Rating.

Seniority is defined as the employee's total number of months of continuous District employment from the employee's most recent date of hire. All seniority is lost upon the employee's resignation or dismissal. The employee's seniority layoff rating equals one (1) point for each month of continuous paid service, exclusive of all unpaid leaves or periods of suspension.

1. Return to Former Classification.

In the event of a layoff, employees who have been promoted during their service with the District may demote to a former classification in their career series they formerly held, if there is a vacancy.

2. Reemployment.

A regular employee who is laid off shall be placed on a Reemployment List for the position from which they were laid off. Employees on the Reemployment List shall have preference over new hires. Vacancies to be filled shall be first offered to individuals on the Reemployment List who filled a position in the same classification as the vacancy to be filled. Employees on layoff shall be offered reemployment in the reverse order of layoff, provided no intervening factors have occurred which change the ability of the employee to perform the offered employment. The employee must still meet all necessary requirements for the position to which he or she is to be reemployed, with or without reasonable accommodation.

A laid off employee shall be removed from the Reemployment List for any of the following reasons:

- a. The expiration of six (6) months from the date of placement on the list.
- b. Reemployment in any regular position.
- c. Failure to respond within ten (10) calendar days of the postmark of a registered letter notifying the employee of the availability of reemployment.
- d. Failure to report to work within ten (10) calendar days of the postmark of a registered letter containing a notice of reemployment.
- e. A request by the employee that their name be removed from the list.

### ARTICLE 12, SECTION 3: JOB POSTING

Employment announcements for regular positions will be sent via email to all District employees and shall be posted on the District website for a period of not less than seven (7) calendar days. The notice shall remain posted until the date of the deadline.

### ARTICLE 12, SECTION 4: PERFORMANCE EVALUATION

The performance of regular employees is generally evaluated once in each twelve (12) month period. An evaluation may be prepared at the time a regular employee is promoted to a different classification for the time the employee served in their former classification. A District-generated Performance Evaluation may be issued at any time. The employee shall be furnished with a copy of their final Performance Evaluation form.

### ARTICLE 12, SECTION 5: USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business.

#### A. Lunch Purchase Stops.

An employee driving a District vehicle may stop to purchase lunch food/beverages as follows:

1. The stop is on a direct route to/from the District and the employee's assigned work site, or on a direct route between two (2) assigned work sites.
2. The use of District vehicles shall not extend lunch periods. Time spent for lunch purchase stops will be deducted from the employee's lunch period.
3. An employee may leave a field work site to buy food/beverages only if the employee can leave the work site, return, and eat their meal within the time provided for the lunch period.

### ARTICLE 13 - GRIEVANCE PROCEDURE

#### A. Definition.

1. A grievance is defined as an allegation by an employee that the District has failed to provide a condition of employment that is established by this MOU, or an appeal of a disciplinary termination, reduction in salary, demotion, or suspension of more than three (3) days. A grievance filed under this definition shall have the right to be processed up to Step Three: Binding Arbitration.
2. A grievance is also defined as an appeal of a disciplinary suspension of three (3) days or less or of a letter of reprimand. A grievance filed under this definition shall only have the right to be processed up to Step Two: Review by the General Manager.

#### B. Exclusions.

This grievance procedure shall not apply to:



1. Matters covered by the District Employer-Employee Relations Policy;
2. Matters over which the Public Employment Relations Board (PERB) has jurisdiction;
3. The substance of Performance Evaluations;
4. Matters concerning the District's self-funded medical and dental benefits for which appeal procedures are contained in the plan documents;
5. Oral warnings or counseling;
6. Employee recognition programs;
7. Concerning any other subject, unless the subject is covered by the expressed terms of this MOU.

C. Stale Grievance.

A grievance shall be void unless filed in writing within twenty (20) days from the date upon which the District is alleged to have failed to provide a condition of employment which has been established by this MOU, or within twenty (20) days from the time an employee might reasonably have known of the alleged failure, or within twenty (20) days from receipt by the employee of notice of intent to render formal discipline.

For purposes of this Procedure, "day" is defined as any day upon which the administrative offices of the District are open for regularly scheduled business. In no event shall a grievance include a claim for money relief for more than a thirty (30) day period prior to the date the grievance was filed.

D. Informal Discussion with Employee's Supervisor.

Before proceeding to Step One of the formal grievance procedure, except when discipline has been rendered, an employee shall discuss their grievance with their immediate supervisor in private; outside the presence of any other person and attempt to work out a satisfactory solution. If the employee and their supervisor cannot work out a satisfactory solution, the employee may choose to represent themselves individually without the involvement of the Association, or they may request the assistance of an Association Representative to write and formally present the grievance.

E. Grievance Procedure Steps.

1. Step One: Immediate Supervisor

If the employee chooses to formally pursue their grievance after they have met with their supervisor as required in Subsection D of this Procedure, they shall present the written grievance to their immediate supervisor within the time limit specified in Subsection C of this Procedure.

The written grievance shall be submitted on the District form and shall specify each Article, Section, and/or Subsection of the MOU that is alleged to have been violated by the District and shall specify dates, times, places, and persons, and other facts necessary to a clear understanding of the matter being grieved. In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair, and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the

District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

The immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing within ten (10) days of receipt of the written grievance. If the grievance is not resolved at Step One, the employee may appeal the grievance to Step Two no later than ten (10) days from receipt of the supervisor's answer.

2. Step Two: General Manager

A grievance appealed to the General Manager shall include a copy of the original grievance and a clear, concise statement of the reasons for the appeal. If requested, the grievant will be granted the right to present their case orally in addition to the written appeal. The General Manager or their designee shall review the grievance in an attempt to resolve it and shall communicate the decision to the grievant within ten (10) days of receipt of the appeal. This is the final step for grievances defined under Section A (2) of this Grievance Procedure. However, the time limits herein may be extended by mutual agreement of the parties.

3. Step Three: Arbitration

If the General Manager or their designee's decision does not resolve the grievance, and the grievance falls under the definition in Section A (1) of this Procedure, the grievant may, within ten (10) days of receipt of the General Manager's decision, submit a request in writing to the Association to submit the grievance to arbitration. Within twenty (20) days of the grievant's receipt of the decision of the General Manager or their designee, the Association shall inform the District if they desire that the grievance be arbitrated.

F. Selection of Arbitrator.

The arbitrator shall be selected by mutual agreement between the District and the Association. If agreement is not reached on an arbitrator, the parties shall request the State Mediation and Conciliation Service to supply a list of seven (7) qualified arbitrators. The parties shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as the arbitrator. If the parties are unable to agree which party will make the first strike, they shall flip a coin and the winner shall decide which party will make the first strike.

If either the District or the Association so requests, a separate arbitrator shall be selected using the process in this section to hear the question of arbitrability of the grievance. No hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided.

G. Submission of the Issue to the Arbitrator.

The parties will jointly prepare a statement defining the issue to be submitted to the arbitrator. If agreement is not reached on this statement, each party will submit its own statement defining the issue.

H. Duty of the Arbitrator.

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance, which shall be binding. On all issues except appeals of disciplinary action, the grievant shall bear the burden of proof. The decision of the arbitrator shall be based solely on the interpretation of the provisions of the MOU applicable to the grievance and they shall not add to, subtract from, modify or disregard any of the terms or provisions of the MOU.

In appeals of disciplinary action, the arbitrator's authority shall be limited to determining whether the subject disciplinary action complied with the procedural rules governing the pre-discipline process set forth in the District's Discipline Policy and Procedure and shall not extend to whether the conduct in question constitutes just cause for discipline.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment specifically covered by the MOU or to revise, modify or alter in any respect, any provision contained in the MOU.

I. Payment of Costs.

Each party to a hearing before an arbitrator shall bear their own expenses in connection with the arbitration. All fees and expenses of the arbitrator shall be borne one-half (1/2) by the District and one-half (1/2) by the Association.

Either party may request a certified court reporter to record the arbitration hearing. The cost of the court reporter shall be paid by the party requesting the reporter. The cost of a transcript of the hearing shall be borne by the party requesting it.

J. Effect of Failure of Timely Action.

Failure of the employee to file an appeal within the required time period at any step shall constitute an abandonment of the grievance, subject to the provisions of Government Code Section 3505.8. If the District fails to respond within the required time limit at any step, the District shall be considered to have denied the grievance at that step as of the last day for response. The grievant's time to proceed to the next step, if applicable, shall commence accordingly.

Failure of the grievant to timely and diligently prosecute their arbitration shall constitute an abandonment of the arbitration. Any arbitration shall be scheduled within two (2) months and heard within six (6) months from the date the Association informed the District of their desire that the grievance be arbitrated pursuant to Section E (3) of this Procedure. Any extension of that time shall be only by mutual agreement of the parties, unless it is due to the availability of the selected arbitrator.

K. No Reprisal.

Employees shall be free from reprisal for use of this Grievance Procedure.

L. Grievance Forms.

All grievances shall be filed on the appropriate form, which is attached as an Appendix to this MOU.

M. Representation.

An employee may represent themselves without the involvement of the Association or they may request the assistance of an Association Representative to write and formally present the grievance. However, an employee may not grieve to Step Three: Arbitration, without the consent of the Association, and any communications related to the arbitration shall be between the District and the Association.

ARTICLE 14 - GENERAL PROVISIONS

ARTICLE 14, SECTION 1: NON-DISCRIMINATION

In receiving the rights afforded by this MOU, no person shall in any way be favored or discriminated against to the extent prohibited by law because of sex (including gender, gender identity, gender expression, transgender status, pregnancy, childbirth or related medical condition), race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age, sexual orientation, reproductive health decision making, military or veterans status, use of cannabis off the job and away from the workplace (except as may be required by federal law), prior cannabis use, or any other basis protected by federal, state or local law.

ARTICLE 14, SECTION 2: ENTIRE AGREEMENT

This MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

ARTICLE 14, SECTION 3: SEVERABILITY

This MOU is subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected thereby.

ARTICLE 14, SECTION 4: MANAGEMENT RIGHTS

The management of the District and the direction of the work force are vested exclusively in the District, subject to the terms of this MOU. In addition to the authority vested in the General Manager pursuant to Section 71362 of the California Water Code, the District shall have the sole and exclusive authority over the merits, necessity, or organization of any District service or activity provided by law and shall have the sole and exclusive right to manage its business in every respect and to take any 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 methods of

operation, to schedule and assign work and overtime, to hire, promote, classify, discipline (up to and including termination), 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 MOU, except as specifically abridged or modified by this MOU. All authority related to matters not covered by this MOU shall be retained by the District.

#### ARTICLE 14, SECTION 5: STRIKES AND LOCKOUTS

Neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action, strike, or slowdown which results in less than the full and faithful performance of the duties of employment during the term of this MOU and for a ninety (90) day period following expiration of the term of this MOU. During the term of this MOU and for ninety (90) days following its expiration, the District shall not take action to lock out employees covered by this MOU.

#### ARTICLE 14, SECTION 6: EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. Emergency is defined as a substantial likelihood that serious harm would be experienced unless immediate action is taken.

#### ARTICLE 14, SECTION 7: IMPLEMENTATION


This MOU constitutes a mutual recommendation to be jointly submitted to the District Board of Directors. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until:


1. The Association ratifies this MOU; and
2. The Board of Directors acts by majority vote, to formally approve and adopt this MOU and to appropriate the necessary funds required to implement the provisions of this MOU that require funding.


The District shall act in a timely manner to make the necessary changes to implement this Memorandum of Understanding.


IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to execute this Memorandum of Understanding. Approved by the Board of Directors on June 5, 2024.

**FOR OTAY WATER DISTRICT:**


DocuSigned by:  
  
EFDE72C899BE4FB...  
Jose J. Martinez  
General Manager


DocuSigned by:  
  
EA422B8C3C664CD...  
Timothy L. Davis  
Burke, Williams & Sorensen, LLP


DocuSigned by:  
  
7C55F39DD7E8463...  
Suzanne E. Lawson  
Human Resources Manager

DocuSigned by:  
  
5317A8B980D5459...  
Kevin R. Cameron  
Engineering Manager


DocuSigned by:  
  
ABBE320FFB6B4B7...  
Andrea M. Carey  
Customer Service Manager

DocuSigned by:  
  
C31943A73FB4493...  
Patricia L. Caro  
Senior Human Resources Analyst


DocuSigned by:  
  
F68DD57396C24E1...  
Andrew V. Jackson  
Chief, Water Operations


DocuSigned by:  
  
C82346804A0F47D...  
Kevin K. Koeppe  
Assistant Chief, Finance


**FOR OTAY WATER DISTRICT  
EMPLOYEES' ASSOCIATION:**


DocuSigned by:  
  
EFBF1FD81CEA422...  
Larry J. Cannon  
Field Employees' Unit


DocuSigned by:  
  
5D4BB29DCB8844E...  
Mike Powell  
Employee Services

DocuSigned by:  
  
045343C7A5554AC...  
Lawrence R. Garcia  
Field Employees' Unit

DocuSigned by:  
  
EFE4BE4C5CE74DC...  
Brandon C. Perry  
Field Employees' Unit

DocuSigned by:  
  
D023CB610430499...  
Michael A. Christensen  
Administrative Employees' Unit

DocuSigned by:  
  
CCBF98F4549045D...  
Theresa Kreinbring  
Administrative Employees' Unit

DocuSigned by:  
  
B2F3F9FF652148A...  
William G. Poulin  
Administrative Employees' Unit

OTAY WATER DISTRICT  
STEP ONE (1) GRIEVANCE FORM

Grievant's Name \_\_\_\_\_ Job Title \_\_\_\_\_ Dept. \_\_\_\_\_

*In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.*

1. What provision of the Memorandum of Understanding do you claim was violated? List article(s) and page number(s):  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the action or event you are grieving by answering all of the following questions which are appropriate:

A. What happened? \_\_\_\_\_  
\_\_\_\_\_

B. When did it happen? (If you don't know when it happened, when did you find out about it?) \_\_\_\_\_  
\_\_\_\_\_

C. Where did it happen? \_\_\_\_\_

D. List the names of other people who observed the event or who have knowledge about the event: \_\_\_\_\_  
\_\_\_\_\_

E. Please give any other information, which you believe is important to understand your grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What actions do you want the District take to remedy the grievance: \_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_  
Immediate Supervisor

Supervisor Response: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Immediate Supervisor

I received the Step One (1) response to my grievance on \_\_\_\_\_ Date \_\_\_\_\_  
Grievant's Signature

Grievant's response to Step One (1) (check one)

- 1. The remedy proposed at Step One (1) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
- 2. The remedy proposed is not acceptable, and I withdraw my grievance.
- 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step One (1). The Step Two (2) form is attached.

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

OTAY WATER DISTRICT  
STEP TWO (2) GRIEVANCE FORM

Instructions: Attach a copy of the Step One (1) Grievance Form and explain why the Step 1 response is not acceptable.

Grievant's Name \_\_\_\_\_

The Step One (1) response is unacceptable for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_  
General Manager/Designee

-----  
General Manager/Designee Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
General Manager/Designee

I received the Step Two (2) response to my grievance on \_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Signature

-----  
Grievant's response to Step Two (2) (check one)

- 1. The remedy proposed at Step Two (2) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
- 2. The remedy proposed is not acceptable, and I withdraw my grievance.
- 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step Two (2) (if applicable). An employee may not grieve to Step Three (3): Arbitration, without the consent of the Association.

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_



**FLSA EXEMPT AND NON-EXEMPT CLASSIFICATIONS**  
**UPDATED PERIODICALLY**  
**(FOR LATEST VERSION CLICK ON THIS [LINK](#))**

<b>POSITION</b>	<b>SALARY GRADE</b>	<b>FLSA</b>	<b>POSITION</b>	<b>SALARY GRADE</b>	<b>FLSA</b>
<b>DISTRICT-WIDE POSITIONS</b>			<b>FINANCE</b>		
Executive Assistant	22	NE	Chief Financial Officer	40	E
Department Assistant	18	NE	Assistant Chief, Finance	38	E
<b>GENERAL MANAGER'S OFFICE</b>			<b><u>Accounting</u></b>		
Communications Officer	30	E	Finance Manager, Controller and Budget	35	E
District Secretary	29	E	Finance Manager, Treasury and Accounting	35	E
Communications Assistant	22	NE	Senior Accountant	28	E
<b>ADMINISTRATIVE SERVICES</b>			<b><u>Customer Service</u></b>		
Chief, Administrative Services	40	E	Customer Service Manager	33	E
Confidential Executive Assistant	22	NE	Customer Service Supervisor	27	E
<b><u>GIS</u></b>			Lead Customer Service Representative		
GIS Manager	34	E	Customer Service Representative II	18	NE
GIS Programmer Analyst	29	E	Customer Service Representative I	16	NE
GIS Analyst	26	E	<b><u>Meter Services</u></b>		
GIS Technician	24	NE	Meter Services Supervisor	28	E
<b><u>Human Resources</u></b>			Lead Meter Maint. / Cross Conn. Worker		
Human Resources Manager	36	E	Meter Maintenance Worker II	21	NE
Senior Human Resources Analyst	30	E	Meter Maintenance Worker I	18	NE
Human Resources Analyst	25	E	Lead Customer Service Field Rep.	21	NE
Human Resources Assistant II	20	NE	Customer Service Field Representative II	18	NE
Human Resources Assistant I	18	NE	Customer Service Field Representative I	16	NE
<b><u>Information Technology</u></b>			<b><u>Payroll and Accounts Payable</u></b>		
Information Technology Manager	35	E	Accounting Technician	20	NE
Database Administrator	32	E			
Network Engineer	31	E			
System Support Analyst	29	E			
Business Systems Analyst II	29	E			
Business Systems Analyst I	25	E			
Business Systems Technician	22	NE			
<b><u>Purchasing</u></b>					
Purchasing and Facilities Manager	34	E			
Senior Procurement and Contracting Analyst	26	E			
Warehouse Technician	20	NE			
Facilities Maintenance Technician	19	NE			
<b><u>Safety</u></b>					
Safety and Security Specialist	30	E			

**FLSA EXEMPT AND NON-EXEMPT CLASSIFICATIONS  
UPDATED PERIODICALLY  
(FOR LATEST VERSION CLICK ON THIS [LINK](#))**

POSITION	SALARY GRADE	FLSA	POSITION	SALARY GRADE	FLSA
<b>ENGINEERING</b>			<b>WATER OPERATIONS</b>		
Chief, Engineering	40	E	Chief, Water Operations	40	E
Engineering Manager	37	E	Asset Management Specialist	27	E
Field Services Manager	33	E			
<b>Construction</b>			<b><u>Collection/Treatment/Reclamation</u></b>		
Lead Construction Inspector	26	NE	Reclamation Plant Supervisor	30	E
Construction Inspector II	24	NE	Laboratory Analyst	26	NE
Construction Inspector I	22	NE	Lead Reclamation Plant Operator	26	NE
<b>Customer Services</b>			Reclamation Plant Operator III	23	NE
Construction Technician	20	NE	Reclamation Plant Operator II	21	NE
Permit Technician	20	NE	Reclamation Plant Operator I	19	NE
<b>Engineers</b>			<b><u>Equipment Shop</u></b>		
Senior Civil Engineer	34	E	Fleet Maintenance Supervisor	28	E
Associate Civil Engineer	32	E	Equipment Mechanic II	21	NE
Assistant Civil Engineer II	27	E	Equipment Mechanic I	18	NE
Assistant Civil Engineer I	25	NE	<b><u>SCADA/Pump/Electrical</u></b>		
<b>Engineering Technicians</b>			SCADA/Pump/Electrical Supervisor	30	E
Engineering Design Technician	25	NE	Electrician II	24	NE
Senior Engineering Technician	24	NE	Electrician I	22	NE
Engineering Technician	22	NE	Pump Mechanic II	22	NE
<b>Environmental Compliance</b>			Pump Mechanic I	19	NE
Environmental Compliance Specialist	28	E	Senior SCADA / Instrumentation Technician	28	NE
<b>Recycled Water System</b>			SCADA / Instrumentation Technician	25	NE
Recycled Water Program Supervisor	28	E	<b><u>Utility Maintenance/Construction</u></b>		
Recycled Water Specialist	23	NE	Utility Services Manager	35	E
<b>Surveying</b>			Utility Maintenance Supervisor	30	E
Supervising Land Surveyor	29	E	Utility Maintenance Assistant Supervisor	26	NE
Senior Utility Locator	21	NE	Utility Crew Leader	24	NE
Utility Locator	19	NE	Senior Utility Worker/Equipment Operator	22	NE
			Utility Worker II	20	NE
			Utility Worker I	18	NE
			<b><u>Water Systems</u></b>		
			System Operations Manager	36	E
			Water Systems Supervisor	30	E
			Senior Disinfection Technician	24	NE
			Disinfection Technician	23	NE
			Lead Water Systems Operator	26	NE
			Water Systems Operator III	23	NE
			Water Systems Operator II	22	NE
			Water Systems Operator I	20	NE



## 2024 – 2027 Memorandum of Understanding

### Index

Adjustments.....6	Bulletin Boards.....3
Salary (In-Range).....6	Call-Back Duty.....12
Wages.....5	Cash-In Sick Leave Credits.....35
Agreement.....1	Cash-In Vacation Credits .....35
Allowances.....15	COLA (See Wages).....5
Meals.....15	Compensatory Time Off.....10
Prescription Safety Glasses.....16	Court Leave (Jury Duty) .....31
Safety Footwear .....15	Death Benefit.....26
Spectacle Kits.....16	Dental and Health Insurance.....19-22 (See Insurance)
Alternative Work Schedules .....8	Disability (Early Retirement) .....22
Assignment Premiums .....11	Disability Leave:
Call-Back Duty.....12	Short/Long-Term Disability.....19
Report Time Pay .....13	Non-Work Related Med. Leave .....37
Shift Pay.....11	Work-Related Injury or Disability.....37
Standby Duty.....11	Discrimination (Non) .....45
Association.....1	District Vehicles (Use of).....41
Association Access .....4	Dues Deductions .....4
Association Representatives .....1	Early Retirement:
Association Rights .....1	Disability.....22
Bulletin Boards .....3	Hardship.....22
Dues Deductions .....4	Effective Date of MOU.....1
Recognition.....1	Email (Use of) .....3
Release Time.....2	Emergency.....46
Right to Join or Not Join.....4	
Use of Email .....3	
Automatic Resignation.....34, 38	
Benefits (Employee) .....16-26 (See Insurance)	
Bereavement Leave.....32	
Bonus Rates (Assign. Premiums) .....11	

Employee Recognition Programs.....7	Short/Long-Term Disability.....19
Entire Agreement.....45	Waive Coverage.....20
Implementation.....46	Job Posting.....41
Exempt Classes.....9	Jury Duty (Court Leave) .....31
Expenses (Work-Related).....15	Kin Care .....36
Meal Allowance.....15	Layoff Procedure.....39
Safety Footwear Allowance.....15	Leaves:
Prescription Safety Glasses.....16	Bereavement Leave.....32
Spectacle Kits.....16	Failure to Return from Leaves.....34, 38
Failure to Return from Leave.....34, 38	Family Medical Leave.....36
Family Medical Leave.....36	Jury Duty (Court Leave) .....31
FLSA Classes.....9	Kin Care .....36
Grievance Procedure.....41	Leaves of Absence (Unpaid)....36
Forms.....48-49	Military Leave.....34
Health and Dental Insurance.....19-22	Non-Work Related Medical
(See Insurance)	Leave.....36
Health Reimbursement	Personal Leave .....38
Arrangement (HRA).....23	Pregnancy Disability Leave .....36
Holidays.....26	Reinstatement.....36
Hours of Work .....7	School and Child Care
Regular Part-Time Employees.....8	Provider Activities Leave...33
Standard Work Day/Week.....7	Sick Leave.....29
Illness or Injury (Non-Work Related)...37	Vacation.....27
Illness or Injury (Work-Related).....37	Work-Related Disability Leave.....37
In-Range Adjustment.....6	Verification.....30, 32
Insurance:	Life Insurance.....25
Dental.....19-20	(See Insurance)
Life.....25	Lockouts (and Strikes) .....46
Health and Dental (Active).....19	Long-Term Disability.....19
Health and Dental (Retired).....20	Lunch Purchase Stops
Premiums.....21	(District Vehicles).....41
Required Coverage.....19	Lunch and Rest Periods.....9
	Management Rights .....45
	Meal Allowance .....15

Health, Dental & Life Insurance.....19-26 (See Insurance)	Release Time for Representatives .. .....2
Medical Leave (See Leaves).....36	Report Time Pay .....13
Military Leave.....34	Representative of Associations ..... 1
Non-Discrimination.....45	Resignation (Automatic).....34, 38
Non-Exempt Classes.....9	Rest and Lunch Periods.....9
Non-Work Related Medical Leave .....36	Retirement:
Out-of-Class Appointments.....14	Early Retirement .....22
Overtime Pay.....9	Employee Contribution .....17
Part-Time Employees.....8	Formula .....17
Payroll Period/Pay Dates.....6	Pension Plan .....16
Pension Plan.....16-17 (CalPERS Membership and Formula)	Regular Retirement .....21
Performance Evaluation.....41	Review (In-Range) .....6
Personal Leave.....38	Safety (Workplace) .....39
Personnel Files.....39	Safety Advisory Team.....39
Preamble ..... 1	Safety Glasses (Prescription) .....16
Pregnancy Disability Leave .....36	Safety Footwear Allowance .....15
Premiums:	Salary Adjustments (In-Range).....6
Assignment Premiums .....11	School and Child Care
Insurance Premiums.....21 (See Insurance)	Provider Activities Leave.....33
Prescription Safety Glasses.....16	Severability .....45
Spectacle Kits.....16	Short-Term Disability .....19
Regular Part-Time Employees.....8	Shift Pay .....11
Reinstatement (from Leaves).....36	Sick Leave .....29
	Spectacle Kits.....16
	Standby Duty .....11
	Strikes and Lockouts .....46

Substantiation of Leave.....	30, 32
Sundries.....	15
Temporary Assignments and Out-of-Class Appointments.....	14
Term of MOU .....	1
Vacation .....	27
Vehicles (District).....	41
Verification of Leave.....	30, 32
Wages (COLA).....	5
Adjustments.....	5
Waive Insurance Coverage .....	20
Work Day/Week.....	7
Work Periods.....	8
Workplace Safety.....	39
Work-Related Expenses.....	15
Meal Allowance.....	15
Safety Footwear Allowance.....	15
Prescription Safety Glasses.....	16
Spectacle Kits.....	16
Work-Related Disability Leave .....	37
Work Schedules (Alternative) .....	8