

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CARPINTERIA VALLEY WATER DISTRICT**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS,**  
**LOCAL UNION NO. 12**  
**July 23, 2020 to February 29, 2024**

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## **MEMORANDUM OF UNDERSTANDING**

### **ARTICLE I**

#### **PURPOSE AND PARTIES**

##### **A. PARTIES TO THE AGREEMENT**

This Memorandum of Agreement is jointly prepared and executed by representatives of the Carpinteria Valley Water District (hereafter District) and the business manager of the Operating Engineers, Local 12, International Union of Operating Engineers (hereafter Union) for presentation to, and consideration by, the Board of Directors of District. It shall not be binding until adopted by the Board of Directors of District.

##### **B. PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the memorandum.

### **ARTICLE II**

#### **RECOGNITION**

##### **A. RECOGNITION**

District hereby recognizes Union as an exclusive recognized employee organization for purposes of Government Code Section 3500 et seq. and the Employer-Employee Relations policy of District, which ordinance will be presented to the Board of Directors of the District for adoption, after consultation with the Union. Such recognition shall extend only to the representation of employees holding regular full-time and regular part-time positions in the General Employees Unit listed in Appendix A to this Memorandum of Understanding.

### **ARTICLE III**

#### **UNION RIGHTS**

##### **A. UNION STEWARDS**

The District agrees that the Union may designate a Union Steward to represent employees in the processing of grievances. The Union shall furnish the General

Manager with a list identifying by name all Union Stewards. This list shall be kept current by the Union at all times. Union Stewards may begin representing a grievant only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution to the problem.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

The parties agree that the District has an exclusive right to manage and direct the performance of services and the work force performing such services unless the District has specifically delegated, abridged, or modified any such rights in this agreement. Such rights shall include but not be limited to the sole right to determine the organizational structure of the District, establish levels and types of services to be provided, determine methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for District services, and to exercise complete control and discretion over the technology of performing the District's work. The District retains complete authority over the policies and direction and administration of all District departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for provisions of this agreement.

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the District, or the Union as established by the Meyers-Brown Act of the State of California and all amendments thereto.

## **ARTICLE V**

### **AGENCY SHOP**

If more than two-thirds of the present employees in the bargaining unit, and more than two-thirds of the employees voting cast votes in favor of an agency shop, then all present and future employees in the bargaining unit shall have the right to join the Union subject to the payment of any required and authorized initiation fees, periodic dues, and special assessments to the Union. For bargaining unit employees who are not members of and do not pay dues to the Union, they may instead authorize the payment of a service fee to the Union in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. All such authorizations shall be in writing. Once initiated, dues deduction and the payment of service fees shall continue until the authorization is revoked in a writing delivered to the Union. In the event a bargaining unit

employee asks the District about the payment of dues or fees or union membership, the District shall inform the employee to contact the Union.

The authorized payment of dues or service fees to the Union shall not apply during periods of separation from the bargaining unit by any such employee but shall reapply to such employee commencing with the third full pay period following the return of the employee to the bargaining unit. The term separation includes layoff and leaves of absence with a duration of more than two (2) full pay periods. In informing newly-hired employees of the provisions of this Article, the Union shall provide the employees a copy of this Article.

If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

The Union agrees that in the event of litigation or any other claim or action against the District or District employees, Directors, agents or representatives, arising out of or by reason of the implementation of this Article or any action taken or not taken by the District in connection with this Article, the Union will co-defend and indemnify and hold harmless, including paying all legal fees and costs incurred by the District, the District, and its employees, Directors, agents and representatives, for any damages, judgment or monetary award arising out of such litigation, claim or action.

The election among employees in the bargaining unit under this Article shall be conducted within sixty (60) days of the effective date of this Memorandum of Understanding, and shall be pursuant to the procedures mutually agreed to by the Union and the District.

This Article shall not apply to any confidential, supervisory or management employees. The Union shall comply with all required disclosure procedures.

## **ARTICLE VI**

### **EQUAL EMPLOYMENT**

#### **A. AUTHORIZATION TO WORK**

All offers of employment are contingent on verification of an employee's right to work in the United States. On the employee's first day of work, he/she will be asked to provide original documents verifying the employee's right to work and to sign a verification form required by federal law. If, after beginning employment, it is determined that the employee may not be able to legally work in the United States, the District shall have the right to confirm the employee's right to work in the United States, and if the employee cannot verify his/her right to work in the United States, the District will be obliged to terminate employment as required by law.



## B. EQUAL EMPLOYMENT OPPORTUNITY

The District is committed to providing equal employment opportunities for all applicants and employees, and providing a work environment that is free from unlawful discrimination. The District does not discriminate on the basis of race, color, religious creed, sex (including pregnancy, childbirth, or related medical conditions), sexual orientation, gender, gender identity, gender expression, national origin, citizenship status, ancestry, marital status, age for individuals over forty years of age, medical condition, physical disability, mental disability, genetic information, military and veteran status, or any other protected categories under federal, state or local law. In keeping with this commitment, the District strictly prohibits unlawful harassment on any of the bases listed above. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every employee to conscientiously follow this policy.

## C. POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

The District is committed to providing a workplace free of sexual harassment or discrimination (which includes harassment or discrimination based on pregnancy, childbirth, or related medical conditions) as well as unlawful harassment or discrimination based on such factors as race, color, religious creed, national origin, ancestry, age for individuals over forty years of age, physical disability, mental disability, medical condition, genetic information, marital status, sexual orientation, gender, gender identity, gender expression, citizenship status, military and veteran status, denial or use of family and medical care leave, and any other factor made unlawful by federal, state, or local law. The District strongly disapproves of and will not tolerate unlawful harassment or discrimination against employees by managers, supervisors, or co-workers, as well as by third parties in the workplace or with whom the employee comes into contact in connection with her or his employment. This policy applies to all District employees, paid or unpaid interns, volunteers, and any other persons providing services to the Company pursuant to a contract.

Harassment includes verbal, physical, and visual conduct, as well as communication through electronic media of any type, that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's sex, race, color, national origin, religion, age, physical disability, medical condition, ancestry, marital status,

sexual orientation, gender, gender identity veteran status, or other protected status.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, verbal conduct of a sexual nature (like name calling, suggestive comments, or lewd talk) or physical conduct (including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex or any other protected basis). An employee who unlawfully harasses a co-worker may be personally liable for the harassment.

If you believe you or a co-worker has been subjected to any form of unlawful discrimination or harassment, including sexual harassment, you should immediately contact your supervisor, manager or Assistant General Manager, either orally or in writing. A manager or supervisor who learns of any misconduct which may be in violation of this policy or learns of an employee's complaint or concern about a possible violation of this policy must immediately report the issue to the Assistant General Manager or General Manager.

Upon receipt of any complaint, the District will immediately undertake a prompt, impartial, and thorough investigation conducted by qualified personnel, preserving confidentiality to the extent possible. The investigation will provide all parties appropriate due process and reach reasonable conclusions based on the evidence collected, as well as determine appropriate options for remedial action to resolve the situation. If you have a complaint being investigated under this policy, you can find out about the progress of the investigation by contacting the Assistant General Manager.

If the District determines that unlawful discrimination or harassment has occurred, the employee involved in the improper conduct will be disciplined, up to and including termination. Appropriate action will also be taken to deter any future discrimination.

Retaliation against District employees or any other person for the good faith reporting of possible acts or incidents of discrimination or harassment, as well as participation in any workplace investigation, will not be tolerated. If you believe you or a co-worker has been subjected to any form of unlawful retaliation, you should immediately contact your supervisor or [designate same additional person(s) as above], either orally or in writing. Upon receipt of a retaliation complaint, the District will undertake an investigation consistent with the provisions of this policy. District employees shown to have engaged in such retaliation will be disciplined, up to and including discharge.

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the Company about harassment or retaliation complaints, affected

employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the Company's DFEH poster or by checking the state government listings in the local telephone directory.

## **ARTICLE VII**

### **DEFINITIONS**

#### **A. REGULAR FULL-TIME EMPLOYEES**

A regular full-time employee is defined as an individual who has satisfactorily completed the probationary period and works a minimum of thirty-two (32) hours per week on a continuous basis. Regular full-time employees are eligible for employee benefits provided by the District.

#### **B. REGULAR PART-TIME EMPLOYEES**

A regular part-time employee is defined as an individual who has satisfactorily completed the probationary period and is regularly scheduled to work at least twenty (20), but less than thirty-two (32) hours per week. Regular part-time employees are eligible to receive proportionate paid absences (for example: vacation, sick and personal leave, holiday pay) based on hours regularly scheduled to work (with full benefits based on a forty (40) hours per week schedule) and life insurance, based upon the number of hours worked per week.

#### **C. PROBATIONARY EMPLOYEES**

A probationary employee is defined as a new employee, a former employee who is rehired, an employee appointed to a promotional position, and an employee subject to a disciplinary probationary period as provided for in Section A of Article XVII. Probationary employees may be full-time or part-time employees.

#### **D. TEMPORARY EMPLOYEES**

A temporary employee is defined as an individual who works on a periodic basis within a limited scope or duration no longer than six months or 125 days in a fiscal year. Temporary employees are not covered by this Memorandum of Understanding and are not eligible for paid leave, absence days, or other employee benefits. The District will inform the Union in writing of the name and date of hire of temporary employees.

E. JOB DESCRIPTION

Each employee is expected to perform the duties outlined in their job description and, depending on the work load of their department and the District, to work with others to perform all work necessary.

F. PROBATIONARY PERIOD

There is a nine (9) month probationary period for each new employee or a former employee who is rehired, and a three (3) month probationary period for employees promoted to a new position. During the probationary period, the employee will be informed of his/her job duties and will be observed by his/her supervisor. This probationary period is also intended to give the employee an opportunity to study the District, its purpose, methods, etc., and to determine if he/she has made a proper choice of employment or in accepting a promotional appointment. The probationary period may be extended for an additional period of up to three (3) months at the discretion of the General Manager. During the probationary period, employees can be terminated with or without cause, and without any right of appeal under the Grievance Procedure. For employees promoted to a new position, if the promoted employee is terminated from the promotional position during his/her probationary period, the employee will be placed in his/her pre-promotion position unless the employee engaged in conduct prohibited under Article XVII(C).

The duration of the probationary period will be extended by the amount of time the probationary employee is off work on any leave without pay taken during his/her probationary period.

Upon successful completion of the probationary period, an employee will be classified as either a regular full-time or regular part-time employee.

**ARTICLE VIII**

**SALARIES, WAGES AND OTHER COMPENSATION**

A. SALARY SCHEDULE

During the term of this Memorandum of Understanding, employees will be paid in accordance with the salary ranges contained in Appendix A to this Memorandum of Understanding.

The salary ranges and steps in Appendix A reflect a 2.5% salary increase effective the first pay period beginning after March 1, 2020, for which employees will be compensated retroactively.

The salary ranges and steps on Appendix A will be increased effective the first pay period beginning after March 1, 2021, the first pay period beginning after March 1, 2022 and the first pay period beginning after March 1, 2023 in an

amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a minimum increase of 2% and a maximum increase of 3%.

B. PAY PERIODS

Pay periods are on a bi-weekly basis. The work week is from Sunday through Saturday. The workday is from midnight to 11:59 p.m. Hours and days worked may vary depending upon the position held, the needs of the District, and the schedule of a particular employee.

Payroll checks are issued the Monday following the end of each bi-weekly pay period. If Monday is a holiday, checks will be issued the next working day.

C. TIME SHEETS

Attention by employees to recording all pertinent information on time sheets is necessary for the District's accounting and record-keeping. After the employee has verified that his/her time sheet is accurate, the time sheet should be submitted using Time Entry for Department Manager approval. Department Manager then submits to the Business Manager for processing and final review. If there is a change to a time sheet, it will be attached to the employee's payroll check for their review. If the employee agrees with the change, he/she will then initial the change on the time sheet and return it to the office. If the employee disagrees with the change, he/she shall immediately inform the Business Manager in writing of the reason for such disagreement. The employee should be sure that the check has been issued for the correct number of hours worked in that pay period and that all vacation, sick leave, overtime and holiday time has been recorded correctly, and report any changes or errors to the District's accounting department within 24 hours.

In addition to recording the start and end times of their shifts, all employees must record the exact time that they stop work for any type of paid or unpaid leave, including but not limited to doctor or dentist appointments, , and the exact time that they return to work from such leave. Office staff must also record the start and end times for their lunch breaks. This recording should be completed using the District's TimeClock system, which should ultimately match each employees Time Entry.

D. DISTRICT HOURS

The District's office hours are from 8:00 A.M. to 5:00 P.M. A lunch period must be taken by all full-time employees after they have worked at least six hours in any work day, and will be scheduled by the employee's supervisor. The lunch period will be at least thirty minutes to a maximum of one hour, as designated in advance by the employee's manager. Any deviation from an employee's scheduled hours of work must first be approved by the employee's supervisor, subject to approval by the General Manager.

#### E. REST PERIODS

The District requires that each employee take at least a 10-minute break, and encourages employees to take a 15-minute break, during every four hours of work. The breaks should be taken twice daily, one in the morning and one in the afternoon.

The use of District vehicles as transportation during these “breaks” other than the normal course of occupational travel is not authorized and not allowed.

Breaks should be coordinated so that the work of the office and field staff is not impeded. Rest periods are not intended or permitted to be used for extending lunch hours, arriving late, or leaving early.

#### F. OVERTIME

Employees will be paid overtime for all hours worked in excess of forty (40) hours in any one work week and for hours worked in excess of eight (8) hours in any one work day.

In the event that a position has been approved by the District as one which warrants a fluctuating work week, the employee in that position will receive overtime for all hours worked in excess of 80 hours during any two-week pay period.

At the request of an employee, the General Manager may authorize an employee to make up hours on another day, within the same pay period, if the employee work less than their scheduled hours on a single day so long as this authorization does not result in the employee working over 40 hours in a workweek, and the employee will not be compensated at the overtime rate for any hours worked over 8 in a workday per this authorization unless those hours worked are also over 40 hours in that workweek.

All overtime worked must be first authorized by the supervisor and will be paid at the following rates:

Holidays, Sundays and any time from midnight to six a.m. will be paid at double the employee’s regular hourly pay rate. If an employee works continuously from midnight to six a.m., any time from six a.m. to seven a.m. will be paid at double the employee’s regular hourly rate.

All other overtime worked will be paid at one and one-half the employee’s regular hourly pay rate.

At the written request of the employee, overtime hours worked can be accrued as compensatory time off (“Comp Time”) up to a maximum of 40 hours of accrued Comp Time. Comp Time will accrue at the rate of one and one-half times the number of overtime hours worked. Accrued Comp Time remaining at the end of

the calendar year will be paid at the employee's then-hourly rate of pay by January 15<sup>th</sup> of the following year.

Employees are prohibited from working unauthorized overtime.

#### G. STAND-BY DUTY AND RESIDENCY REQUIREMENT

All eligible Operations classifications will be required to be available for "stand by" duty to respond to District emergency calls and perform scheduled maintenance during off hours, in addition to their other duties.

While on such stand-by duty, the employee will be provided with an emergency cellular telephone, must remain within 45 miles of the District office, must remain fit for duty, and must be able to promptly respond to emergency calls, with such response being immediate wherever possible.

In addition to being available to be contacted on the emergency cellular telephone, employees that are required to be available for stand-by must have an alternate telephone number by which they can receive emergency calls from the "answering service" and District, and must provide that number to the District as well as promptly notify the District of any changes to that alternate telephone number. It is the employee's responsibility to ensure that he or she is able to be contacted by telephone while assigned to stand-by and keep the District informed of any changes in his or her alternate telephone number.

Those employees assigned to stand-by duty will be compensated for 1 ½ hours at one and one-half their pay rate for each day on such duty. In addition, such employees will be paid for **one** hour at **one and one-half their** pay rate as travel time in responding to emergency calls while on stand-by duty. The minimum payment for responding to emergency calls while on "stand-by" duty is 1 hour for each time the employee is required to respond at the rate of time and a half Monday thru Friday 5 p.m. to midnight and Saturday from 6 a.m. to midnight, and at the rate of double time for Holidays and Sundays and every night from midnight to six a.m. Answering up to three telephone calls during any day while on stand-by duty and providing information to the caller which takes less than five minutes per call is not considered responding to an emergency call and such time will not be compensated, with eligibility for compensation beginning with the fourth call during that day. For purposes of this section, a day is the 24-hour period from midnight to midnight.

All employees required to be available for "stand-by" duty must maintain full-time residency within a radius of 45 miles of the District office.

#### H. STEP INCREASES

Each position in a job classification in the bargaining unit held by regular and probationary full-time and part-time employees shall be assigned to a salary range with a base salary and ten (10) steps, as indicated in Appendix A, with

each step being an increase of 2.5% above the prior step or above the base salary to the first step. Generally, newly hired employees will be placed at the base salary for their job classification, but may be placed at a higher step as determined in the discretion of the General Manager.

Upon completion of the probationary period, employees will receive a step increase (2.5%). At the discretion of the General Manager, the employee may receive an additional step increase of 2.5%.

Step increases of 2.5% will be granted to an employee one (1) year after the completion of his/her probationary period only if the employee receives a satisfactory performance evaluation immediately prior to be considered for a step increase. Each year thereafter, the employee will receive an additional step increase of 2.5% conditioned on the employees receiving a satisfactory performance evaluation immediately prior to be considered for the step increase. When an employee receives a step increase, at the discretion of the General Manager, taking into account the performance of the employee, the financial circumstances of the District, and the future needs of the District, the employee may be awarded an additional step increase of 2.5%. Upon reaching the top step for his/her job classification, the employee will not be eligible for any further step increases.

Time in an unpaid status (e.g., unpaid leave of absence) shall not be counted toward the service requirement for step increase eligibility.

#### I. LONGEVITY

In recognition of long-time District employees and in addition to other pay rate increases, the General Manager may, in his or her discretion, grant the following one time pay rate increases based on merit and employee performance upon employees completing the following years of continuous service after reaching the top step for his/her classification:

Continuous years of service at top step	Longevity pay rate percentage
3 years	0-2.5%
8 years	0-2.5%
13 years	0-2.5%
18 years	0-2.5%
23 years	0-2.5%

In the event that an employee resigns or retires from the District and then is rehired, that employee is considered a new employee with a new date of hire for purposes of longevity.



J. DEFERRED COMPENSATION

The District offers a Deferred Compensation 457 plan. It is optional for an employee to participate. If an employee employed by the District as of April 1, 2016 chooses to participate and has passed his/her probationary period, the District will match the employee's contribution up to two and one-half percent (2.5%) of the employee's yearly salary. While employees employed by the District after April 1, 2016 may participate in the Deferred Compensation 457 plan, the District will not match the employee's contribution.

K. OUT OF CLASSIFICATION

Regular full-time employees assigned to work in the positions of Foreman, Water Treatment Operator or Customer Service Clerk III for a period of ten (10) consecutive work days will receive a pay differential of 5% beginning at the end of the ten (10) day period and continuing so long as the employee is continuously assigned to work in that higher classification.

L. COMPENSATION TO DISTRICT EMPLOYEES

Employees of the District are strictly forbidden to demand or accept any personal compensation for services rendered to a consumer.

**ARTICLE IX**

**VACATIONS AND HOLIDAYS**

A. HOLIDAYS

The District observes the following paid holidays:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day
- New Years Eve (1/2 day)

Except as provided in the next paragraph, if any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday. Holidays falling on a Sunday will be observed on Monday. To be eligible for holiday pay, the employee must work or be on authorized paid leave the day before and after the holiday.

In the event Christmas Day and New Years Day fall on a Saturday, instead of a ½ day off for Christmas Eve and ½ day off for New Years Eve, employees will have a full day off the Thursday before either Christmas Day or New Years Day (but not both), with the day off to be taken by each employee to be scheduled by the General Manager in a manner that considers the preference of each employee and the operational needs of the District. When employees receive a full day off under this provision, the District offices will remain open on Christmas Eve and New Years Eve. In the event Christmas Day and New Years Day fall on a Sunday or Monday, instead of a ½ day off for Christmas Eve and ½ day off for New Years Eve, employees will have a full day off the Friday before either Christmas Day or New Years Day (but not both), with the day off to be taken by each employee to be scheduled by the General Manager in a manner that considers the preference of each employee and the operational needs of the District. When employees receive a full day off under this provision, the District offices will remain open on Christmas Eve and New Years Eve.

Effective January 1, 2017, the District's regular full-time employees will receive three (3) floating holidays on January 1 of each year. For employees whose first day of employment is other than January 1, in that calendar year those employees will receive 2 floating holidays if their first day of employee is prior to May 1, and 1 floating holiday if their first day of employment is May 1 or after. These floating holidays must be used by December 31st of each year or they will be forfeited.

## B. VACATIONS

All probationary and regular employees are entitled to accrue paid vacation. Employees who are regularly scheduled to work 40 hours per week will accrue the following amount of vacation:

- From date of hire up to 5 years: 10 working days (6 2/3 hours per month.)
- From 5 year anniversary up to 10 year anniversary: 15 working days (10 hours per month.)
- From 10 year anniversary: 20 working days (13 1/3 hours per month.)

A probationary or regular employee who is regularly scheduled to work fewer than 40 hours per week will accrue vacation proportionately, based upon the number of hours they are regularly scheduled to work.

The maximum amount of unused vacation time that an employee may accrue is one (1) service year vacation accrual plus five (5) vacation days. After an employee has accrued the maximum amount, no further vacation time will accrue until the employee uses some portion of the maximum amount. When an employee uses vacation time so that the employee's accrued but unused

vacation benefits fall below the maximum, or when an employee is entitled to accrue additional vacation time, the employee will resume earning vacation time from that day forward until the employee again has accrued the maximum amount. An employee may not receive pay instead of vacation time except upon termination of District employment.

Employees should request vacation time off in writing at least two (2) weeks prior to the requested time off. The granting of request for vacation time off is at the discretion of the General Manager, who shall give consideration to the employee's request and the needs of the District, as well as the years of service of the employee.

If an employee is on an unpaid leave of absence or suspended, he/she will not earn vacation time during the period of the leave or suspension.

Should an employee be absent due to illness at the time of a scheduled vacation, the employee will be permitted to apply sick leave to that portion of the absence during which the employee was ill, to the extent that such sick leave is available. These illnesses must be verified by a doctor's certificate. The employee may take the balance of any remaining available vacation at a subsequent date as provided in this section.

If an employee resigns or is terminated, the employee will receive payment for any unused portion of his/her accrued vacation time. The District does not grant termination/severance pay for voluntary or involuntary termination of employment.

The employee's estate shall receive the payment for any unused portion of the employee's accrued vacation time should the employee die while employed by the District.

In the event that an employee resigns or retires from the District and then is rehired, said employee is considered the same as a new employee for purposes of vacation leave accrual.

## **ARTICLE X**

### **SICK LEAVE**

#### **A. SICK LEAVE POLICY**

Sick leave is provided so that an employee will not suffer financial hardship if unable to work due to illness or injury. Sick leave is available to be accrued by all regular and probationary employees immediately upon employment. Employees may begin using accrued sick leave beginning on their 90th day of employment.

Sick leave will accrue at the rate of eight (8) hours for each month worked (one day per month), for those employees regularly scheduled to work 40 hours per week. A regular or probationary full-time or part-time employee who is regularly scheduled for work fewer than 40 hours per week will accrue sick leave proportionately, based upon the number of hours they are regularly scheduled to work. Employees will no longer earn sick leave once they have accrued one hundred and twenty (120) working days (960 hours) of unused sick leave for employees regularly scheduled for work 40 hours per week, and a proportional amount for employees regularly scheduled to work fewer than 40 hours per week.

Beginning on their first day of employment, temporary employees accrue sick leave at the rate of one hour for every 30 hours worked. Temporary employees may use accrued sick leave up to a maximum of 3 days or 24 hours of sick leave per year, whichever is greater. Unused accrued sick leave will carry over to the following year up to a maximum of 6 days or 48 hours, whichever is greater. For purposes of this policy, the “year” for temporary employees begins on their first day of employment.

Sick leave shall be granted for absence due to illness or injury, including medical examinations, out-patient therapy, and dental appointments. Sick leave will also be granted in time of personal emergency, illness or injury in the immediate family. Employees who are victims of domestic violence, sexual assault, or stalking may also use sick leave for certain purposes including to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, participate in safety planning or take other actions to increase safety, or go to court.

For the purposes of this section an eligible immediate family member is the employee’s spouse, child, sibling, parent, parent of the employee’s spouse, grandparent, grandchild, domestic partner (as defined by section 297 of the California Family Code), or domestic partner’s child. Additionally under this subsection, an eligible family member is any other close relative or child who resides with the employee.

An employee who is unable to work due to illness or injury is required to notify his/her supervisor as promptly as possible. When the need for sick leave is not foreseeable, notice must be provided as soon as practicable. When notice is not provided prior to the start of the employee’s shift, the employee may be required to furnish evidence that circumstances beyond the employee’s control prevented giving notice prior to the start of the employee’s shift. The District reserves the right to verify an employee’s need for sick leave, whether personal or for a member of the employee’s immediate family, by requiring a physician’s certificate in connection with the payment of sick leave.

If an employee is on an unpaid leave of absence or suspended, he/she will not earn sick leave during the unpaid period of the leave or suspension.

If an employee retires from the District under its retirement program or resigns with twenty (20) years or more of service, he/she will receive full payment for any unused portion of accrued sick leave. Should an employee resign or leave the District for any other reason with less than twenty (20) years of service, he/she shall receive one-half pay for any unused portion of sick leave allowance. Employees involuntarily terminated from employment with less than twenty (20) shall be paid only one-quarter pay for any unused portion of sick leave allowance. The employee's estate shall receive the payment set forth above should the employee die while employed by the District, based upon whether the employee had twenty (20) or more years of service or less than twenty (20) years of service with the District at the time of death.

#### **B. DONATION OF ACCRUED SICK LEAVE**

A regular full-time employee who is off work on approved leave on Statutory Family and Medical Leave (Article XI(D) or Pregnancy Disability Leave (Article XI(E) ("Qualifying Leave"), or has exhausted the time allowed under those leave provisions and remains off work due to the same condition (the "Recipient Employee") may be eligible to receive sick leave donations to that employee's sick leave accrual balance only if all of the conditions in this subsection are met (the "Donated Leave Program").

A regular full-time employee who has at least one year of continuous service with the District is eligible to donate accrued sick leave time under the Donated Leave Program if, at the time of donation, the employee has an accrued sick leave balance of at least 80 hours (the "Donating Employee"). A Donating Employee who wishes to donate sick leave under this Donated Leave Program must submit a written request to do so to the Assistant General Manager, or his or her designee, stating: the name of the Recipient Employee to whom the sick leave will be donated and the amount of sick leave to be donated, and acknowledging that the donation of sick leave is being made under, and subject to the terms and conditions, of the Donated Leave Program. No fewer than 8 hours of sick leave may be donated at any one time. A Donating Employee may not deplete his or her own accrued sick leave balance below 40 hours. The donation of sick leave under this Donated Leave Program is subject to the approval of the District. Donated sick leave under the Donated Leave Program that is accepted by the Recipient Employee and approved by the District shall not be returned to the Donating Employee if the Recipient Employee fails to use the donated time for any reason.

Sick leave donated under the Donated Leave Program will be converted to sick leave hours for the Recipient Employee based on the following procedure. The donated sick leave will be converted to a dollar amount based upon the Donating Employee's regular hourly rate of pay at the time of the donation. The resulting dollar amount will be converted to sick leave hours based on the Recipient Employee's regular hourly rate of pay at the time of the donation. If the employee has twenty (20) years or more service with the District, 100% of the

converted hours will be credited to the Recipient employee's sick leave bank; if the employee has less than twenty (20) years of service with the District, 50% of the converted hours will be credited to the Recipient Employee's sick leave bank ("Donated Sick Leave Time"). The maximum amount of Donation Sick Leave Time that can be credited to the Receipt Employee's sick leave bank is 525 hours.

Before the Recipient Employee can receive donated sick leave under the Donated Leave Program, the Recipient Employee must either first have exhausted all of his or her accrued paid leave time balances as of the time of the donation (including vacation, sick leave and compensatory time), or if the District determines, in the District's discretion, that the Recipient Employee will have exhausted his or her paid leave balance prior to the expiration of the Qualifying Leave. The District will inform the Recipient Employee that an employee or employees have requested to donate leave time under the Donated Leave Program, and the Recipient Employee will have 5 days to inform the District if he or she does not want to accept the donated time. If the Recipient Employee does not timely reject the request to donate leave time, and if the request is then approved by the District, the Assistant General Manager or his or her designee stating will inform the Recipient Employee and Donating Employee of the amount of Donated Sick Leave Time that will be credited to the Recipient Employee's sick leave bank, and work with the Recipient Employee to determine the timing and use of the Donated Sick Leave Time after taking into account the Recipient Employee's own accrued paid leave balance, if any.

If the Recipient Employee is receiving State Disability Insurance ("SDI"), Paid Family Leave benefits ("PFL"), or worker's compensation benefits, Donated sick leave may be used to supplement the SDI, PFL, or worker's compensation payments such that the Recipient Employee receives the full amount of his or her regular compensation.

Donated sick leave and the use of Donated Sick Leave Time will run concurrently with, and will not extend the total duration of, the leave of absence to which a Recipient Employee is entitled under the applicable Qualifying Leave or the leave of absence to which a Recipient Employee is entitled to after exhausting the applicable Qualifying Leave. Recipient Employees will not accrue holidays, vacation benefits or sick leave time while off work on Donated Sick Leave Time. Unless otherwise required by the policies governing the Recipient Employee's leave of absence, the terms of the plan, and any applicable laws, a Recipient Employee is not entitled to any continued employer contributions toward any employee benefit plan while off work on Donated Sick Leave Time, but may elect to continue participating in enrolled employee benefit plans, at the Recipient Employee's own expense, to the extent permitted by such plans.

Multiple requests to donate sick leave to the same Recipient Employee will be processed in order of the date of the written donation requests, with the earliest

dated request processed first. Excess donations will be applied as needed and may be held until a following pay period and processed at that time.

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

#### **A. JURY DUTY**

In the event an employee is summoned to jury duty, a copy of the summons should be presented to the employee's supervisor immediately. Upon returning to work, the employee should present to the Business Manager proof of dates and times of appearance in court. Regular compensation will be paid to employees absent for jury duty, but employees are required to turn in to the District any compensation received from the court for jury duty (exclusive of mileage compensation).

Employees must report to work during the normal work schedule when not required to be on jury duty, even if for only a part of a work day.

#### **B. ABSENCE FOR RELIGIOUS REASONS**

Employees wishing to observe a religious service which occurs during regular working hours will be permitted to leave their work for this purpose for a pre-determined time and the time will be charged to vacation allowance. Advance notice of an intent to attend a religious service must be given to the employee's supervisor at least 72 hours prior to the scheduled service in order to allow the District to make arrangements to cover the employee's duties.

#### **C. ABSENCE FOR MILITARY DUTY**

An employee who returns from service in the armed forces of the United States of America will be re-employed in accordance with whatever law or laws are in effect and which apply to the employee's case at that time.

An employee who is a member of a reserve military organization of the United States of America, or a member of the National Guard of the State, and who attends a regular military training camp, will be given the necessary time off, and upon presentation of their military pay voucher, employees will be reimbursed for the difference between their normal compensation and the pay they receive while on military duty.

Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two (2) weeks per year, plus reasonable travel time.

#### **D. STATUTORY FAMILY AND MEDICAL LEAVE**

##### **1. Eligibility**

The District provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

## 2. FMLA Leave

### a. Permissible Uses

"Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

"Qualifying exigency leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

"Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Executive Director or his or her designee for more information about what qualifies as a "qualifying exigency."

"Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

- a member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or
- a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on



which the veteran undergoes that medical treatment, recuperation, or therapy.

b. Amount of FMLA Leave Available

Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the District may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.

Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

3. CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the District may take a maximum combined total of twelve weeks of family care leave under the CFRA in a 12-month period for the birth, adoption, or foster care of their child.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

4. Intermittent Leave

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the District will provide employees with family care leave for birth,

adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

#### 5. Substitution of Paid Leave

Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all FMLA/CFRA Leaves. Employees are required to substitute accrued sick leave only for FMLA/CFRA Leaves taken for an employee's own serious health condition. Employees may elect to substitute sick leave for other types of FMLA/CFRA Leave.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.

The substitution of paid leave for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

#### 6. Leave's Effect on Pay

Except to the extent that other paid leave is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

#### 7. Leave's Effect on Benefits

During an employee's FMLA/CFRA Leave, the District shall continue to pay for the employee's participation in the District's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their

portion of healthcare coverage premiums, the District will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the District is entitled to recover any health premiums paid by the District on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as vacation benefits or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid leave to supplement SDI payments as discussed in Section XI(D)(5) above, he or she will accrue employment benefits on a pro rata basis.

#### 8. Procedure for Requesting Family Care and Medical Leave

##### a. Notice Requirements

Employees should notify the General Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the General Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the General Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the District's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to deny the taking of the leave.

All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

##### b. Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar

days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the District has reason to doubt the validity of the certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the District may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

## 9. Leave's Effect on Reinstatement

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

#### E. PREGNANCY DISABILITY LEAVE (PDL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.
- Except as other specifically provided in this section, generally, the District is required to treat pregnancy disability the same as the District treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
2. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and
3. a statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to herself, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued vacation or other accrued time off as part of the pregnancy disability leave may be used before taking the remainder of the

leave as an unpaid leave. We may require that the employee use up any available sick leave during the leave. Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Taking a pregnancy disability leave may impact certain benefits and the employee's seniority date. If an employee wants more information regarding the eligibility for a leave, the impact of the leave on seniority and benefits, and our policy for other disabilities, they should contact the Business Manager.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Business Manager by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to her former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of her disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the District shall continue to pay for the employee's participation in the District's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the District will notify the employee of such failure and, if payment is not made, terminate the coverage. The District is entitled to recover any health premiums paid by the District on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as vacation benefits or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. In addition to the provisions discussed above, taking a pregnancy disability leave may impact

certain benefits and the employee's seniority date. If an employee wants more information regarding the eligibility for a leave, the impact of the leave on seniority and benefits, and our policy for other disabilities, they should contact the Business Manager.

#### F. PAID FAMILY LEAVE

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, increasing to eight (8) weeks effective July 12, 2020, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member.

Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, her SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Employees may use their floating holidays, vacation time or sick leave to supplement their PFL benefits to the amount of their base salary.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

#### G. BEREAVEMENT LEAVE

Bereavement leave will be given with compensation for deaths in an employee's immediate family for a period of up to three (3) days and, with the approval of the General Manager, may be extended up to five (5) days where out-of-state travel to the services is involved.

The term "immediate family" includes: spouse, children, brother, sister, father, mother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, domestic partner (as defined by section 297 of the California Family Code), or domestic partner's child.

Upon reasonable notice, employees wishing to attend local services for other than immediate family will be excused, with pay, for a period of up to four (4) hours. Time in excess of four (4) hours for attendance of out-of-town services for other than immediate family is at the discretion of the General Manager and will be charged to accumulated vacation leave.

## **ARTICLE XII**

### **WORKERS' COMPENSATION**

#### **A. WORKERS' COMPENSATION**

The District provides Workers' Compensation insurance, which covers injuries and reasonable costs for medical, surgical and hospital treatment resulting from injuries which occur on the job. Workers' Compensation payments for work-related disabilities begin on the first day of an employee's hospitalization or on the fourth (4<sup>th</sup>) consecutive day of absence due to injury, if the employee is not hospitalized. The amount of payment is in proportion to the employee's monthly salary as set forth in state law.

An employee who is receiving Workers' Compensation benefits may use any unused accrued sick leave allowance or unused accrued vacation time along with his/her Workers' Compensation payments to equal straight time pay for the scheduled working hours for a pay period. This will be in effect only as long as the employee has unused sick leave or vacation time earned prior to the injury and the employee can only use that amount available.

Employees must immediately report all injuries or accidents to his/her supervisor and to the Business Manager. Complete details of the accident or injury must be given to the Business Manager for insurance purposes.

A physician's release to return to work following a job-related injury or illness will be required if the employee is off work for more than three (3) working days.

#### **B. EARLY RETURN TO WORK PROGRAM**

In order to provide temporary alternative work to employees who are unable to perform their regular duties due to industrial injury or illness, the District has adapted an early return-to-work program designed to return the injured employee to work in a physically appropriate job as soon as the treating physician deems it medically feasible, and when temporary alternative work is available. Due to the limited amount of temporary alternative work available, employees are assigned on a "first come, first served" basis, to appropriate positions as available. The Business Manager will determine the employee's eligibility for the program, placement in temporary work, record keeping, and monitoring the progress and full return to work of the employee(s) in the early return-to-work program. The temporary work assignment is not considered to be part of the regular staffing pattern. The employee must have a medical clearance authorization slip from the attending physician specifying work restrictions and abilities.

Employees returning to work as part of the program are encouraged to schedule physical therapy and doctor's appointments around their work schedules. If this cannot be arranged, appointments should be scheduled at the beginning or end of the workday, when possible. All appointments requiring time away from work



must have written verification of time in and out of the facility to present to their supervisors. If employee health status changes, it must be reported immediately to their supervisor and management. While on the early return-to-work program, employees will be evaluated at 30 days or when medically stationary, whichever occurs first. As long as work can be provided, there is no right of refusal without jeopardizing benefits and entitlements.

A temporary alternative assignment will be made only when the work is available and of benefit to the District. The temporary position, if offered, will end the date the employee receives a release to return to regular duty, and may be ended at any time if there is no longer a need for the temporary alternative work or due to performance concerns. Each case will be assessed individually based on need. Wages and hours will not necessarily be the same as that of the regular job.

## **ARTICLE XIII**

### **RETIREMENT**

#### **A. RETIREMENT PROGRAM**

All probationary and regular employees must participate in the Public Employees Retirement System ("PERS"). Employees hired after February 9, 2011 pay the full employee PERS contribution (7%), and their retirement benefits will be based on the thirty-six highest paid consecutive months of employment.

For employees hired on or before February 9, 2011, the employees will be required to pay a portion of the employee PERS contribution as noted by the schedule below.

<b><u>Effective</u></b>	<b><u>Employee Contribution</u></b>	<b><u>District Contribution</u></b>
Pay period beginning 5/27/12	1.0%	6.0%
First pay period beginning after 3/1/13	3.0%	4.0%
First pay period beginning after 3/1/14	5.0%	2.0%
First pay period beginning after 3/1/15	7.0%	0%

The District does not withhold income taxes from the designated employee contribution. The employee assumes the obligation to comply with all federal and state income tax regulations upon resignation or termination.

The Employer Paid Member Compensation (Resolution Number 628) and Uniform Allowance (the amount paid by the District for rental of employee uniforms) are reported to PERS as Special Compensation, and will become a part of an employee's final compensation, to the extent required by law. The District also participates in the Social Security System as discussed in subsection "C" of this Article.

If an employee leaves the District after five (5) years, he/she may leave his/her funds on deposit up and until his/her retirement to the extent allowed by law.

In order to receive retirement benefits from PERS, the eligibility rules of the system must be met. In general, an employee must be at least fifty (50) years of age and have completed five (5) years of PERS – credited service to be eligible. The service may be with more than one employer who participates in PERS.

In order to receive continued Health, Vision and Dental Insurance benefits from the District as retired employees, the following requirements apply:

1. must have attained age 60,
2. must have completed a minimum of twenty (20) continuous years of service with the District,
3. must be receiving a monthly retirement benefit from PERS, and
4. final employment immediately prior to receiving the PERS monthly benefit was with the District.

Coverage for the retired employee will be for a period of five (5) years or until the employee reaches the age of sixty-five (65) and is eligible for Medicare insurance, whichever is sooner. Health, Vision and Dental insurance coverage for the retired employee will be the same that is in effect on the date of retirement. Dependent coverage in effect on that date may be purchased by the retiring employee. Employees seeking this retiree insurance coverage are also subject to the applicable requirements, guidelines and terms of the ACWA benefit plans retirement policies.

#### B. SUPPLEMENTAL POLICY FOR HEALTH INSURANCE

The District will apply up to five percent (5%) of an employee's Gross Monthly PERS Benefit toward the monthly payment of a Supplemental Policy for Health Insurance, but not more than the cost of the actual policy provided by the District or the employee for the life of the employee provided the following requirements exist:

1. must have attained age 65,
2. must have completed a minimum of twenty (20) continuous years of service with the District,
3. must be receiving a monthly retirement benefit from PERS, and
4. final employment immediately prior to receiving the PERS monthly benefit was with the District.

Dependent coverage in effect may be purchased by the employee. Dental and Vision Insurance for the employee and his or her dependents may be purchased by the employee.

C. SOCIAL SECURITY (FICA)

To finance the Social Security program, deductions are made from the employee's earnings and matched by equal payments from the District. Social Security benefits are in addition to, and integrated with, the District's retirement program.

**ARTICLE XIV**

**INSURANCE**

A. HEALTH, VISION AND DENTAL INSURANCE

All probationary and regular full-time employees of the District are eligible for Health, Vision and Dental Insurance effective the first day of the month following the employee's date of hire. Eligible employees shall contribute, by payroll deduction, \$125 per month (\$57.69 per pay period) toward the coverage provided under this provision. Effective the first pay period beginning after March 1, 2021, and after March 1, 2022 and after March 1, 2023, this contribution amount shall increase by a percentage amount based on the average increase in the premium for the HMO plan for family coverage in the preceding 4 years, with a maximum monthly increase of \$25 in any year. By way of example only, the premium for the HMO plan for family coverage increased by 8.22% in 2018, 0% in 2019, and 8.2% in 2020. If that premium increases by 8% in 2021, the four year average increase would be 6.10%. As a result, effective the first pay period beginning after March 1, 2021 the \$125 contribution would increase by 6.10%, which is \$7.62, increasing the contribution amount to \$132.62. Then effective the first pay period beginning after March 1, 2022, the contribution amount increase would be based on the average percentage increase in the HMO plan for family coverage in 2019, 2020, 2021 and 2022, with a similar calculation for the contribution increase in March 2023 based on the increases in 2020, 2021, 2022 and 2023. The balance of the premium for eligible employees and their eligible dependents will be paid by the District during the time that the employee remains actively employed by the District up to the maximum amount of the premium for the equivalent level of coverage (employee only, employee plus 1, or family coverage) under the HMO plan less the amount of the employee contribution as described in the preceding paragraph.

The District may provide two PPO plans (the current PPO plan (Classic) and a lower cost PPO plan) and two HMO plans (the current HMO plan (CA Care) and a lower cost HMO plan). The District also may provide a Kaiser Traditional Plan. The payment of the premium amount will be as follows:

1. The District's contribution to the premium amount will be based on the premium for coverage under the current HMO plan or the current PPO plan, whichever is lower. The District's contribution will also be based on the level of coverage elected by an eligible employee (employee only, employee plus 1, or family coverage).
2. If an eligible employee elects coverage under the lower cost PPO or HMO plan or the Kaiser Traditional Plan, and if the premium amount for that lower cost PPO or HMO plan is at least \$50 per month less than the premium amount for the least expensive of the current PPO or HMO plan, then the employee's contribution shall be reduced by \$125 per month.
3. If an eligible employee elects coverage under the more expensive of the current PPO or current HMO plan, then in addition to the employee's contribution as set forth in subsection "A" above, the employee shall also pay that difference between the least expensive of the current PPO or HMO plan and the premium amount for the plan elected by the employee.
4. Subject to the last sentence of this subsection, if an eligible employee elects coverage under the Kaiser Traditional Plan, due to the higher deductible amount, the employee will receive additional compensation equivalent to \$108 per month for employees with employee only coverage, \$54 per month for employee +1 coverage, and \$163 per month for employees with family coverage. This additional compensation may be paid in whole or in part by reducing or eliminating the premium contribution of that employee. However, the District's contribution to the Kaiser Traditional Plan premium plus the additional compensation shall not exceed the amount of the District's contribution for the same level of coverage under the current HMO plan or the current PPO plan, whichever is lower.

Eligible employees may apply for COBRA benefits and will be provided information about their COBRA rights upon a qualifying event. The District reserves the right to change insurance carriers or plans after meeting and conferring with the Union to the extent required by law.

The following is by way of example only, and the premium amounts listed may not represent the actual premiums.

Full cost of monthly premiums – 2020:

	<b>Current PPO (Classic):</b>	<b>Current HMO (Cal Care):</b>
Employee	\$896.49	\$859.74
Employee +1	\$1,792.97	\$1,719.48
Family	\$2,375.69	\$2,278.31

**Kaiser Traditional (HMO with Chiro)**

Employee	\$640.65
Employee +1	\$1,264.30
Family	\$1,781.93

Example #1: Employee with family coverage elects coverage under the current HMO plan (\$2,278.31). The District's contribution would be the premium amount less the employee's contribution in the dollar amount set forth above.

Example #2: Employee with no dependents elects coverage under the current PPO plan (\$896.49). Under the current PPO and HMO plans, the premium for an employee without dependents is least expensive for the current HMO plan (\$859.74), a difference of \$36.75. The District's contribution would be premium amount for the current HMO plan less the employee's contribution amount set forth in above. The employee's contribution would be the contribution amount set forth above plus the difference between the premiums for current PPO plan and current HMO plan (\$36.75).

Example #3: Employee with family coverage elects the Kaiser Tradition Plan (\$1,781.93). The District's contribution would be the Kaiser premium amount for family coverage less the employee contribution amount as set forth in subsection "A" above offset by the \$163 additional compensation. If the \$163 addition compensation is greater than the employee contribution amount, the difference will be paid to the employee less payroll deductions.

Due to current uncertainties regarding the taxation of health insurance benefits, within six months of the effective date of federal or state legislation or regulation that will impose a tax, surcharge or similar payment on amount of the premiums contributed by the District toward insurance provided under this section, the Union and District shall meet and confer regarding the provisions of this section.

**B. LIFE INSURANCE**

A Life Insurance program is available to all probationary and regular employees of the District effective the first of the month following thirty (30) days of continuance employment. Each employee is insured on a life insurance policy for fifty thousand dollars (\$50,000.00). There is no dependent coverage available on Life Insurance. The premiums for all employees' Life Insurance are paid by the District.

**C. LONG TERM DISABILITY INSURANCE**

The District will provide Long Term Disability (LTD) Insurance for probationary and regular full-time employees and regular part-time employees regularly scheduled to work at least 20 hours per week, at District's expense. The LTD Insurance will provide for benefits paid at 66.67% of the employee's covered monthly earnings to a maximum of \$6,000 per month, with a six month

elimination period and a benefit duration to the covered employee's Social Security normal retirement age. For employees hired after the effective date of this Memorandum of Understanding, these employees will be eligible for LTD Insurance coverage effective the first of the month following thirty (30) days of continuance employment.

D. SECTION 125 PLAN

The District has in place a Section 125 Benefit Plan, which allows regular full-time employees to voluntarily participate in a payroll deduction plan for payment of qualified non-reimbursed medical expenses and dependent care expenses with pre-tax dollars. Enrollment in the Section 125 Plan is offered on a calendar year basis, and employees must re-enroll each plan year to participate in the Section 125 Plan. The enrollment process will take place during a specified period typically during the last quarter of calendar year. The Section 125 Plan is subject to the requirements of Section 125 of the Internal Revenue Code. Further information about the Section 125 Plan may be obtained from the Business Manager.

E. AFLAC INTENSIVE CARE PLAN

For those employees who as of December 31, 2015 were covered under the intensive care plan offered by Aflac, the District will continue to pay the full premium for such coverage so long as the employee remains continuously employed by the District and continuously covered under such plan.

**ARTICLE XV**

**PERSONNEL RULES**

A. NOTICES OF CHANGES

In order to maintain accurate and up-to-date records employees must notify the Business Manager immediately of any changes of address, telephone numbers, marital status, number of dependents, emergency contacts and similar information.

B. LOANS, ADVANCES, PERSONAL CHECKS

Loans or advances against wages will not be permitted.

C. TELEPHONE CALLS

All employees are to confine all personal calls to their break periods. Please inform family and friends to phone only in the case of necessity. Employees are to notify the Business Manager of any emergency personal long distance calls on District telephones so that charges, for which the employee is responsible, can be collected.

#### D. PERSONAL APPEARANCE

Personal cleanliness and neat appearance are fundamental courtesies to fellow employees and the public the District serves.

Office personnel are required to dress in a professional and business-like manner. Field personnel are furnished uniforms for identification purposes and for their benefit. The field personnel are required to wear these uniforms whenever on duty.

#### E. USE OF TECHNOLOGY

The District recognizes that in the course of performing work for the District, its employees occasionally need access to computers, e-mail, voice mail, and information on the internet, and has therefore installed communications systems, including voice mail and e-mail, and an internet access system to allow employees access to the internet for business purposes.

All computers, computer systems, software, the e-mail system, and internet access made available to employees are the property of the Carpinteria Valley Water District. These systems belong to the District and will be made available to employees for the District's business purposes only.

Employees are specifically prohibited from using any system owned or operated by the District for any illegal or prohibited purpose, including but not limited to, use which can be construed as harassment, which is offensive or defamatory, which is sexually suggestive, which violates the privacy rights of any person, which discloses information which is proprietary or otherwise protected from disclosure, which constitutes a promotional use, which constitutes a political or religious statement, or which may be otherwise objectionable.

Employees have no privacy interest in their use of the systems owned and operated by the District and understand that the District may monitor the use of those systems periodically to ensure that the needs of the District are being met and that their systems are being used properly. The District reserves the right to retrieve and read any data stored on the computer system and any message composed, created, sent or received on the voice-mail and e-mail systems, as well as Internet usage detail, at any time, with or without advance notice to the employee.

#### F. E-MAIL/FAX

All electronic mail (e-mail) and fax messages are official CVWD records and are the property of the District. The District reserves the right to access and disclose all messages sent over its e-mail/fax system for any purpose.

All messages transmitted over the e-mail/fax system should be those involved in District business activities for the accomplishment of business related tasks or

any communication directly related to District business, administration, or practices. While incidental and occasional personal use of the e-mail system is permitted, such personal communication should be limited to the fullest extent possible.

E-mail is an important method of distributing information to employees and it is your responsibility to check it frequently and read its contents.

#### G. INTERNET

Access to the Internet has been provided to staff members for the benefit of the District and its members. It allows employees to connect to information resources around the world. Every staff member has the responsibility to maintain and enhance the organizations' public image, and to use the Internet in a productive manner. Employees accessing the Internet are representing the District. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. To ensure that all employees are responsible, productive Internet users and are protecting the District's public image, the following guidelines have been established.

##### 1. Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-District business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the District network or the networks of other users. It must not interfere with your productivity. Personal usage of the Internet should be kept at a minimum. Any unlawful or inappropriate use of the Internet is strictly prohibited. The District reserves the right to prohibit the personal use of the Internet when deemed appropriate in the discretion of the General Manager.

While it is not possible to provide an exhaustive list of every type of inappropriate use of the Internet, the following examples should offer employees some guidance:

- a. Harassment and discrimination
- b. Offensive and defamatory conduct
- c. Sexually-suggestive material
- d. Gambling
- e. Political activities
- f. Improper disclosure of or access to confidential and customer information



- g. Personal gain (e.g., non-District business activities) or solicitation of money
- h. Communications

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated over the Internet should have your name attached. No messages should be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system.

Employees are reminded that, under some circumstances, communications sent by e-mail may be subject to disclosure under the Public Records Act or during litigation. Therefore, it is important not to compromise themselves or the District under these circumstances.

## 2. Software

The District purchases and licenses software for its business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the use of software on more than one computer is not permitted. Copying or distribution of software without proper licensing is not allowed. To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads need to be authorized by either the Business Manager or District Engineer.

## 3. Security

All messages created, sent, or retrieved over the Internet are the property of the District and should be considered public information. Any personal confidential use should be conducted from home. The District may access and monitor all messages and files on the computer system, including e-Mail originating outside of the District, as deemed necessary and appropriate. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver. Employees may not use unauthorized passwords, access files, or retrieve any stored communication without authorization. Employees are further prohibited from using unauthorized codes or passwords to gain access to the Internet.

## 4. Violations

Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary, the District will advise appropriate legal officials of any illegal violations.

## H. OPEN DOOR

The District has an Open Door Policy. Employees who have job-related concerns or complaints are encouraged to talk them over with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the event that causes the concern. The District will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential. However, in the course of investigating and resolving the concern, some dissemination of information to others may be appropriate.

Employees who feel that their work-related concern should be brought to the attention of the District by written complaint and formal investigation may use the "Grievance Procedure" set forth below.

## I. SOCIAL MEDIA POLICY

"Social media" are Internet websites and mobile applications that allow users to share and access messages, pictures, and other information with friends, family, and/or the general public. Some examples of social media include Facebook, MySpace, Google+, LinkedIn, YouTube, personal and public blogs, and web forums.

Employees may be required or permitted to use social media in the course of performing their work for the District. Employees may also choose to use social media for their own personal reasons. This policy addresses the use of social media by District employees.

Nothing in this policy is intended to restrict or prohibit an employee's off-duty discussions or activities regarding wages, hours, working conditions, or other terms and conditions of employment.

### 1. Inappropriate Use of Social Media

The inappropriate use of social media by District employees can have a detrimental impact on the District's reputation, public image and its work force. In addition, inappropriate use of social media can create legal risks and negatively affect the District's efforts to comply with its legal responsibilities, including its commitment to provide a workplace that is free of unlawful harassment and discrimination.

Employees should review and comply with all relevant policies when using social media. For example, any employee accessing social media from a District computer or using the District's Internet access must comply with the Internet policy found at subsection "F" above. At no time should employees use social media to engage in any unlawful activities, such as harassment or discrimination based on sex, race, color, religion, national origin, ancestry, physical or mental disability, age, sexual orientation, or any other characteristic protected by state or federal law. Employees should also refrain from using social media to encourage or condone illegal activity.

Employees may not use social media for work-related reasons without prior written approval from their supervisor. Employees may not otherwise use social media in a way that indicates that they are speaking for or expressing an opinion on behalf of the District. Any employee who uses social media in a way that implies that he or she is a District Employee or representative, or identifies him or her as a District employee or representative, should make it clear that any opinions they express are not the opinions of the District. Postings and communications should not include the District's logo or letterhead.

Employees should not use social media in a way that creates an actual or potential conflict of interest with, or otherwise negatively affects the employee's performance of his or her job duties and responsibilities, poses an actual or potential interference with the efficient and effective operations of the District, interferes with the ability of other District employees to perform their job duties, or improperly discloses non-public information obtained by the employee in connection with his or her employment with the District. While the District may authorize employees to post items on social media pertaining to District operations, such as on a District-authorized blog, employees should recognize that posting to social media regarding District operations is likely to violate the requirements of this provision. Employees also should recognize that this policy is not intended to restrict communications or actions protected or required by state or federal law. Employees should contact the General Manager if they have questions about their use of social media.

## 2. Communications Are Not Private

It is important to understand that communications using social media are not private and no expectation of privacy should be maintained. In addition, the District reserves the right to monitor activities and gain access to any information, including but not limited to postings and communications made on District time or transmitted on, received by, stored in or communicated with the use of any District computer, electronic resource, or communications device.

## 3. Personal Responsibility

Employees have personal responsibility for information posted or communicated by them on social media. Employees should understand that information and

materials published may become public and be forwarded or re-disseminated in a manner that was never anticipated or intended. Sound judgment and discretion should therefore be exercised at all times.

Employees are legally responsible for their communications and postings and may be subject to liability if such information is found to be defamatory or in violation of a law.

J. EXIT INTERVIEW

Employees who leave the District for any reason may be asked to participate in an exit interview. This interview gives terminating employees the opportunity to communicate their views regarding their work with the District, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all District furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and handbooks. Arrangements for clearing any outstanding debts with the District and for receiving final pay also will be made at this time.

K. SMOKE FREE ENVIRONMENT

Smoking is prohibited in the office building and maintenance center, or within twenty feet of any door or window in the office building.

L. BULLETIN BOARD

A bulletin board is located in the maintenance center and in the front office to help keep employees informed on matters pertaining to the District.

M. CREDIT UNION

Membership to the Santa Barbara County Federal Credit Union is available to all District employees. The Santa Barbara County Employees Federal Credit Union office is located at 2623 De La Vina Street; Santa Barbara, CA 93105 (Phone: 682-3357)

N. ATTENDANCE

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

1. Reporting to work on time, observing the time limits for rest and lunch periods, obtaining approval to leave work early, and
2. Notifying the supervisor in advance of anticipated tardiness or absence.

O. TEXTBOOKS AND TUITION PAYMENT

The District will pay for all required courses as well as approved job-related courses, as long as the employee satisfactorily completes the course(s). Such payment will include both tuition and books. An employee must obtain written approval for repayment before registering for a course if reimbursement is expected. Employees who do not complete "required courses" shall be subject to discipline or may be terminated. When employees are obligated to reimburse the District for costs of both tuition and books for courses that are not required is set forth in the Side Letter of Agreement- Appendix B.

P. HIRING RELATED PERSONS

Employee relatives will not be eligible for employment if, in the opinion of the Board of Directors of the District, there are potential problems of supervision, safety, morale or potential conflicts of interest. For purposes of this section, "relatives" include an employee's spouse, registered domestic partner, children, sisters, brothers, mother, father, and persons related in any of the above ways by marriage, and step-mother, step-father, step-sisters, and step-brothers.

If a prohibited relationship becomes evident, only one of the persons involved will be allowed to continue his or her position with the District. The decision as to which of the persons shall remain with the District will be made by the General Manager.

Q. MOONLIGHTING/CONFLICT OF INTEREST

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees are to conduct their personal affairs in a manner that does not adversely affect the District's integrity, reputation or credibility, or their own integrity, reputation or credibility to the extent it adversely affects their ability to perform the duties and responsibilities for the District. Improper conduct means not only any improper conduct by an employee during working hours, but also improper conduct by an employee during off-duty hours which may bring discredit to the District, or which affects the ability of the employee to perform his or her duties, or any improper use of an employee's position for personal advantage.

An employee should never place himself/herself in a position where his/her actions or personal interest may be in conflict with those of the District. A conflict of interest exists where the employee's loyalties or actions are divided between the District's interests and those of another, such as a supplier or contractor. Both the fact and the appearance of a conflict of interest shall be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with the General Manager for clarification. Any exceptions to this provision must be approved in writing by the

General Manager. While it is not feasible to describe every situation which might create or contain such a conflict, examples are: significant ownership (5% or more) in any business entity with which the District does business; acceptance of payments, services or loans from concerns dealing or contemplating dealing with the District; working for a supplier or contractor of the District; or acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District. Employees have a responsibility to report to their supervisors any facts or situations where their interests, or someone with whom an employee has a close relationship, conflict or may conflict with those of the District.

Employees who wish to engage in outside employment that may create a conflict of interest must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, the District assumes no responsibility for the outside employment. The District shall not provide workers' compensation coverage for injuries occurring from or arising out of outside employment.

## **ARTICLE XVI**

### **TERMINATION**

#### **A. VOLUNTARY TERMINATION**

An employee will have voluntarily terminated his or her employment if the employee does any of the following:

1. Elects to resign from the District;
2. Fails to return from an approved leave of absence on the date specified by the District; or
3. Fails to report for work without notice to the District for three consecutive days.

#### **B. INVOLUNTARY TERMINATION**

An employee may be terminated involuntarily for cause. Cause for termination includes, but is not limited to, poor performance, misconduct, violation of the provisions of this Memorandum of Understanding, or other violations of the District's rules of conduct as set forth below.

#### **C. TERMINATION DUE TO REORGANIZATIONS, ECONOMICS, OR LACK OF WORK**

The District may terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should the District consider such terminations necessary, the District will attempt to provide

all affected employees with advance notice when practical. Layoff benefits associated with such terminations, if any, will be specified in the notice.

## **ARTICLE XVII**

### **DISCIPLINE AND RULES OF CONDUCT**

#### **A. POLICY**

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance that may constitute cause for disciplinary action, including but not limited to termination of employment. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the District, other employees, or customers, may also result in disciplinary action. Disciplinary action may include, but is not limited to, oral or written reprimand, transfer, demotion, suspension, reduction in pay, return to probationary status for a period of up to six months, or termination.

#### **B. JOB PERFORMANCE**

Employees may be disciplined for poor job performance, including but not limited to the following:

1. Unsatisfactory work quality or quantity;
2. Poor attitude (for example, rudeness or lack of cooperation);
3. Excessive absenteeism, tardiness, or abuse of break or lunch privileges;
4. Failure to follow instructions or District procedures; or
5. Failure to follow established safety regulations.

#### **C. MISCONDUCT**

Employees may be disciplined for misconduct, including but not limited to the following:

1. Insubordination;
2. Dishonesty;
3. Theft;
4. Discourtesy;

5. Misusing or destroying District property or the property of another on District premises;
6. Violating conflict of interest rules;
7. Disclosing or using confidential or proprietary information without authorization;
8. Falsifying or altering District records, including the application for employment;
9. Interfering with the work performance of others;
10. Altercations (including threats or use of violence in connection with the workplace or any District personnel);
11. Harassing, including sexually harassing, employees or customers;
12. Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on District property or while conducting District business;
13. Gambling on District premises or while conducting District business;
14. Sleeping on the job or leaving the job without authorization;
15. Possessing a firearm or other dangerous weapon on District property or while conducting District business; or
16. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the District, its employees, customers, or property; or
17. Failing to report to the District, within five days, any conviction under any criminal drug statute for a violation occurring in the workplace.

D. ATTENDANCE

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

1. Reporting to work on time, observing the time limits for rest and lunch periods, obtaining approval to leave work early; and
2. Notifying the supervisor in advance of anticipated tardiness or absence.



E. DISCIPLINE PROCEDURE

Progressive discipline may be used, but is not required. The District reserves the right to proceed directly to a written warning or to termination for misconduct or performance deficiency, without resort to prior disciplinary steps.

**ARTICLE XVIII**

**SAFETY**

A. SAFETY PROGRAM

A safety program is only successful if everyone cooperates. Merely listing do's and don'ts will not prevent accidents. Each employee's assistance in eliminating hazards and unsafe conditions and attention to good housekeeping is required to make the District a safe place to work.

Appropriate safety devices and equipment are provided to all employees of the District. This equipment must be used according to the District's and OSHA's rules and regulations. Failure to do so may result in discipline, up to and including termination.

The District has adopted an Injury and Illness Prevention Program and a Code of Safe Practices and Operating Procedures, copies of which may be obtained from the Safety Officer. Employees are required to read these materials carefully and act accordingly.

B. UNIFORMS/STEEL-TOES BOOTS

Field personnel are furnished uniforms for identification and safety purposes for the employee's benefit. Uniforms provided to field personnel may consist of shirts, t-shirts, pants (that extend from the waist to the knees or ankles), and overalls. Employees will launder their own uniforms. The District will report \$25.40 per pay period to CalPERS as a Uniform Allowance. The District will report the uniform allowance on a bi-weekly check to CalPERS.

The District provides to each field employee two pair of steel-toed boots annually. These boots are to be worn by field employees under specified working conditions for the safety of the employee.

**ARTICLE XIX**

**MILEAGE AND TRAVEL ALLOWANCE**

A. TRAVEL – DISTRICT SANCTIONED

On those occasions when District employees are required to travel out of town on District sanctioned business, the District will pay the reasonable expenses of

such travel, including advance payment when necessary or reimbursement of expenses paid for by the employee.

The Department Manager or General Manager may authorize travel for District related purposes. The General Manager is the final authority in determining the reasonableness and validity of any reimbursement requested.

An expense report must be submitted with all receipts and records in order to properly account for expenses and to make reimbursement when necessary. An advance payment may be made to the employee when the General Manager determines such request is reasonable.

#### **B. USE OF DISTRICT VEHICLES AND CARPOOL PROGRAM**

The District allows employees to use District vehicles for business use. Additionally, the District provides some employees vehicles for commuting between their home and the District. Other personal uses are not permitted.

On a rotating basis, field employees will be provided and are required to use a District vehicle while on standby for the convenience of the District in responding to after hour calls. Carpooling is voluntary, and employees who request and are approved for carpooling will also be provided a vehicle. Use of the District vehicle is limited to driving to and from work and driving in connection with the performance of work for the District. No personal use of District vehicles is allowed. Such use creates a working condition fringe benefit. As such, the taxable value of the use of the District provided vehicle will be included in the employee's taxable income for the year.

the District uses the Commuting Valuation Rule as described in the Internal Revenue Service Publication 917. Under this rule, the value of the commuting use of an employer-provided vehicle, as of the effective date of this Memorandum of Understanding, is \$1.50 per one-way commute or \$3.00 per round trip, and this amount will change as required by law. For employees who receive the use of a District provided vehicle, the taxable value of the use of the vehicle as described above will be added to the employees' taxable income for each pay period. Both the employer and employee will pay Social Security and Medicare taxes on this amount. The employees will write the number of days the vehicle was used for carpool/commuting purposes at the top of their time sheet for this purpose.

District motor vehicle equipment is clearly identified and operators should be very conscientious of the impression they create with the general public. Respect for traffic laws and attention to the common courtesies of the road will do much to enhance the District's position within the community. Any reports of traffic violations will be dealt with accordingly and any fines resulting there from will be the responsibility of the operator. Proof of insurance and a copy of the vehicle

registration should be maintained in the District's vehicle glove compartment at all times.

Unauthorized use of any District vehicle or transporting of passengers other than District personnel, unless authorized, may result in dismissal of the employee. Employees are required to have their California Driver's license in their possession and must have their seat belts fastened at all times, while operating District vehicles.

### C. SAFE DRIVING PROGRAM

For the benefit of all District employees, it is the District policy to promote safe driving practices. Safe driving practices consist of obeying all traffic rules and regulations, using common courtesies of the road, and driving defensively.

Safe driving is such an important aspect of District employment that all employees will be expected to adhere to the following safe driving practices:

1. Drive defensively – always expect the worst of the other driver, cyclist and pedestrian.
2. Take a defensive driver training course when directed by the District, at the District's expense.
3. Do not use cell phones while driving, except to call a public safety agency. Employees may not receive incoming calls unless the cell phone can be safely operated in a hands free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using their cell phones to text message, read or send email, or similar operations.

As further indication of the District's interest in safe driving, the following policies will apply:

4. The driving record of each employee that drives for the District will be checked at the time of employment and annually thereafter. If a new employee during his/her probationary period is found to be a bad risk driver, i.e., having four (4) or more points for traffic violations as determined by the California Department of Motor Vehicles, that employee may be dismissed.
5. A regular employee with a bad risk record, four (4) or more points in twelve (12) months, six (6) or more in twenty-four (24) months or

eight (8) or more in thirty-six (36) months, will not be allowed to drive a District vehicle until the employee has taken a District approved defensive driving course on the employee's own time and expense, and otherwise satisfies the District that he/she is not a bad risk for the District.

6. Employees required to hold a valid California driver's license as a qualification for their job may be terminated if their driver's license is suspended, revoked, not renewed or restricted. Employees are required to immediately notify their supervisor in writing if their driver's license is suspended, revoked, not renewed or restricted.

Should an accident involving a District vehicle occur, the following actions should be taken:

7. The driver shall complete the "claims incident report form" (accident form) that is carried in every District vehicle and submit it to the Business Manager within 24 hours of the accident whenever possible.
8. The accident shall be investigated by the supervisor of the employee involved and a written report prepared giving recommendations regarding prevention of similar accidents and need for additional driver training or driver suspension.
9. The accident investigation report will be reviewed by a committee of all Department managers for possible action to improve District driving practices.
10. The Business Manager will report accidents and subsequent results of investigation to the appropriate insurance agency as required.

## **ARTICLE XX**

### **DRUG FREE WORKPLACE**

#### **A. PURPOSE OF GUIDELINE**

It is the intent of the District to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the District. The District reserves the right to conduct drug and/or alcohol testing of job applicants as allowed by law. Employees who are under the influence of a drug or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a loss of efficiency, productivity, or a disruptive working environment.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, and operations, the District has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the District, you must abide by this Guideline.

B. PROHIBITED CONDUCT

1. Scope

The prohibitions of this section apply wherever the interests of the District may be adversely affected, including any time you are:

- a. On District premises;
- b. Conducting or performing District business, regardless of location;
- c. Operating or responsible for the operation, custody, or care of District equipment or other property; or
- d. Responsible for the safety of other employees or members of the public.

2. Alcohol

The following acts are prohibited and subject you to termination:

- a. Unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- b. Being under the influence of alcohol.

3. Illegal Drugs

The following acts are prohibited and subject you to termination:

- a. Use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- b. Being under the influence of any illegal drug or other controlled substance.

4. Legal Drugs

The following acts are prohibited and subject you to termination:

- a. Abuse of any legal drug which impairs the ability of the employee to safely perform the employee's job duties;
- b. Purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- c. Working while impaired by the use of a legal drug whenever such impairment might:
  - (1) Endanger your safety or the safety of any other person;
  - (2) Pose a risk of significant damage to District property; or
  - (3) Substantially interfere with your job performance or the efficient operation of the District's business.

#### C. DISCIPLINARY ACTION

##### 1. Termination for Violation of Guideline

A first violation of this Guideline may result in immediate termination. The terminated employee may grieve whether the Guidelines have been violated, or whether termination is not justified under the following considerations.

##### 2. Discretion Not to Terminate

The District, in the discretion of management, may choose not to terminate employees for a first violation of this Guideline if the employee has successfully completed his/her probationary period and is not a temporary employee, and if the violation did not:

- a. Cause an injury to or endanger your safety or the safety of anyone else;
- b. Result in significant damage to District property or pose a risk of significant damage; or
- c. Involve the possession of illegal drugs or other controlled substances in quantities greater than for personal use.

Such discretionary choice by the District not to terminate is conditioned on your satisfactorily completing an approved drug or alcohol abuse assistance or rehabilitation program when recommended by the District.

### 3. Effect of Criminal Conviction

If an employee is convicted under a criminal drug statute for a violation occurring in the workplace or during any District-related activity or event, the employee will be deemed to have violated this Guideline.

### 4. Effect or Second Violation

A second violation of this Guideline at any time will result in the employee's immediate termination. Such a termination is not subject to the grievance procedure, except on the issue of whether this Guideline was violated.

### 5. Effect of Termination on Eligibility for Rehire

If an employee is terminated for a violation of this Guideline, the employee will not be eligible for rehire by the District.

## D. USE OF LEGAL DRUGS

The District recognizes that employees may, from time to time, be prescribed legal drugs which, when taken as prescribed or according to the manufacturer's instructions, result in the employee's impairment. Employees may not work while they are impaired by the use of legal drugs if the impairment might endanger them or someone else, pose a risk of significant damage to District property, or substantially interfere with their job performance. If employees are so impaired by the appropriate use of legal drugs, they may not report to work. To accommodate absence, employees may use accrued sick leave, personal leave, or vacation time. Employees may also contact the Business Manager to determine whether or not they qualify for an unpaid leave of absence. Further, nothing in this Guideline is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals.

## E. AUTHORIZED CONDUCT

### 1. Customary Use of Over-the-Counter Drugs

Nothing in this Guideline is intended to prohibit the customary and ordinary use of over-the-counter drugs, so long as such activity does not violate any law or result in employees or anyone else being under the influence of drugs or impaired in violation of this Guideline.

### 2. Off-the-Job Conduct

Unless employees are in a designated safety-sensitive position, this Guideline is not intended to regulate their conduct while off the job, so long as off-the-job use of alcohol or drugs does not result in their being under the influence of or otherwise impaired by the use of alcohol or drugs in violation of this Guideline. If

employees are employed in a designated safety-sensitive position, they will be subject to drug testing as described below.

**F. CONFIDENTIALITY**

Disclosures employees make to the District concerning their use of legal drugs or their participation in any drug or alcohol counseling or rehabilitation program will be treated confidentially.

**G. COUNSELING**

If employees suspect that they may have an alcohol or drug problem, even in the early stages, they are encouraged to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals.

Employees are also subject to the terms and provisions of the Substance Abuse Policy issued by the Association of California Water Agencies – Joint Power Insurance Authority and adopted by the District. A copy may be obtained from the Business Manager.

**ARTICLE XXI**

**LACTATION ACCOMMODATION**

The District will provide a reasonable amount of break time and an appropriate location, consistent with state and local requirements, to any employee desiring to express breast milk for the employee's infant child. Wherever possible, the break time must run concurrently with any break time already provided to the employee and in such circumstances will be paid. However, if such break time does not run concurrently with the employee's normal break times, such time may be unpaid.

An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to the Assistant General Manager. The Assistant General Manager must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval of the request or whether the District cannot provide break time or a location in compliance with this policy or state law. The completed request form must be returned to the employee and a copy sent to human resources.

Employees have the right to request a lactation accommodation without fear of discrimination, harassment or retaliation. In addition to the rights provided under this Handbook, employees have the right to file a complaint with the Labor Commissioner for any violation of a right under the lactation accommodation laws (Chapter 3.8 of the California Labor Code).



## **ARTICLE XXII**

### **GRIEVANCE PROCEDURE**

A grievance is any complaint or dispute regarding the application, interpretation or alleged violation of the terms of this Memorandum of Understanding. Any regular employee who has completed his/her probationary period may file a grievance under this section. The aggrieved employee may be represented by the Union or may represent himself/herself in preparing and presenting his/her grievance at any level of review. Performance evaluations, discretionary step increases, and longevity pay are not subject to the grievance procedure.

The time limits specified in this Article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned. Should a decision not be rendered within the designated time period, the aggrieved employee may immediately appeal to the next step. The grievance will be considered resolved if the decision of any step is not appealed within the specified time limit.

Step 1. The aggrieved employee will first attempt to resolve the grievance through informal discussions with the Department Manager by the end of the seventh (7<sup>th</sup>) day following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the grievance at this level.

Step 2. If the grievance is not resolved at Step 1, it may be submitted in writing to the General Manager within twenty-one (21) days following the discovery of the incident upon which the grievance is based. No grievance may be considered for resolution unless it is filed within this twenty-one day period. The written grievance must state the name of the aggrieved employee, the date the incident giving rise to the grievance was discovered, the Article of the Memorandum of Understanding alleged to be violated or otherwise involved, the facts giving rise to the grievance, and the resolution requested. The General Manager will provide a written response to the aggrieved employee within fourteen (14) days of the filing of the written grievance. The decision of the General Manager is final as to oral and written reprimands and grievances filed regarding Article IV (Management Rights), and are not subject to further appeal.

Step 3. If the grievance is not resolved at Step 2, within seven (7) days of his/her receipt of the Step 2 response, the aggrieved employee may submit the grievance in writing, stating his/her reasons for disagreeing with the Step 2 response, to the General Manager for Step 3 review. Within twenty-one (21) days of receipt of the grievance by the General Manager, a committee composed of the General Manager or his/her designee, a representative of the Union, and one of the following individuals, the District Business Manager, District Engineer or District O&M Manager, as selected by the other two committee members, will meet with the aggrieved employee to listen to the aggrieved employee and decide what action should be taken, if any, to resolve the grievance. The committee may meet privately to make this decision. The committee will issue a

written decision by majority vote within seven (7) days of the meeting with the aggrieved employee.

Step 4. The decision of the committee under Step 3 above, may be appealed to by filing a petition or complaint with the Santa Barbara County Superior Court to the extent allowed by law. Any such appeal must be filed within thirty (30) days of the written decision of the committee being provided to the aggrieved employee. If the decision of the committee is not appealed by a filing of a petition or complaint with this thirty (30) day period, the decision of the committee will be deemed final and not subject to further appeal.

### **ARTICLE XXIII**

#### **NO LOCKOUT**

No lockout of unit employees shall be initiated by District during the term of this Memorandum of Understanding.

### **ARTICLE XXIV**

#### **PEACEFUL PERFORMANCE CLAUSE**

The parties to this Memorandum of Understanding recognize and acknowledge that many of the services performed by the District employees covered by this Memorandum of Understanding are essential to the public health, safety and general welfare of the residents of the District. Union agrees that under no circumstances will Union or any member of the bargaining unit participate in or recommend, encourage, cause or permit its member to initiate, participate in, or take part in any strike, sit-down, slow-down or picketing in any office or department of District, the curtailment of any work or restrict any production, or to interfere with any operation of District (hereinafter collectively referred to as work-stoppage). In the event of any such work-stoppage by Union or any member of the bargain unit, District shall not be required to meet and confer on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased, and then shall be required to meet and confer on such dispute only to the extent required by law.

In the event of any work-stoppage during the term of this Memorandum of Understanding, whether by Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon District. If in the event of any work-stoppage, Union promptly and in good faith performs the obligations of this paragraph, and, providing Union, and its officers and employees, have not otherwise, directly or indirectly, authorized, recommended, caused, permitted or encouraged such work-stoppage, Union shall not be liable for any damages

caused by the violation of this provision. However, District shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and District shall also have the right to seek full legal redress, including damages, as against any such employee.

## **ARTICLE XXV**

### **FULL UNDERSTANDING, MODIFICATION AND WAIVER**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly, waives its rights to meet and confer, and agrees that the other party shall not be required to meet and confer with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by District Board of Directors and Union.

The waiver of any breach, term, of condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE XXVI**

### **SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE XXVII**

### **TERM**

The District and the Union agree that the term of this Memorandum of Understanding shall be effective July 23, 2020, and end at midnight on February 29, 2024. This Memorandum of Understanding will continue in full force and

effect from year to year thereafter unless either party gives written notice to the other party of its desire to amend or terminate this Memorandum of Understanding at least three months prior to the termination date, or any subsequent termination date.

## MEMORANDUM OF UNDERSTANDING

BETWEEN  
THE CARPINTERIA VALLEY WATER DISTRICT  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION  
NO. 12

This Memorandum of Understanding is entered into as of July 23, 2020, between the Carpinteria Valley Water District (the "District") and the International Union of Operating Engineers, Local Union No. 12 (the "Union"). Pursuant to Sections 3500 et seq. of the California Government Code, the duly authorized representatives of the District and the Union, having met and conferred in good faith concerning the issue of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this MEMORANDUM OF UNDERSTANDING.

### FOR THE DISTRICT:

DocuSigned by:  
Matthew T. Roberts  
AB1EEED48C254ED  
Matthew Roberts  
President, Board of Directors

DocuSigned by:  
Robert McDonald  
03E955653F66424  
Robert McDonald  
General Manager

DocuSigned by:  
Jeffrey A. Dinkin  
03E955653F66424  
Jeffrey Dinkin  
Chief Negotiator

### FOR THE UNION:

Ronald J. Sikorski  
Ronald J. Sikorski  
Business Manager

Larry Davison  
Larry Davison  
President

Carl Mendenhall  
Carl Mendenhall  
Treasurer

# APPENDIX A

## CARPINTERIA VALLEY WATER DISTRICT Effective 3/8/2020

### SALARY PER MONTH\* STEPS

OPERATIONS	Base	1	2	3	4	5	6	7	8	9	10
Water Distribution Foreman	\$6,131.37	\$6,284.65	\$6,441.77	\$6,602.81	\$6,767.88	\$6,937.08	\$7,110.51	\$7,288.27	\$7,470.48	\$7,657.24	\$7,848.67
Water Treatment Foreman	\$6,989.70	\$7,164.44	\$7,343.55	\$7,527.14	\$7,715.32	\$7,908.21	\$8,105.91	\$8,308.56	\$8,516.27	\$8,729.18	\$8,947.41
Water Treatment Op/Inst Tech	\$6,145.42	\$6,299.06	\$6,456.53	\$6,617.95	\$6,783.39	\$6,952.98	\$7,126.80	\$7,304.97	\$7,487.60	\$7,674.79	\$7,866.66
Water Treatment Operator	\$5,498.00	\$5,635.45	\$5,776.34	\$5,920.75	\$6,068.77	\$6,220.48	\$6,376.00	\$6,535.40	\$6,698.78	\$6,866.25	\$7,037.91
Operator in Training - WTO	\$3,782.17	\$3,876.72	\$3,973.64	\$4,072.98	\$4,174.80	\$4,279.17	\$4,386.15	\$4,495.81	\$4,608.20	\$4,723.41	\$4,841.49
Water Utility Worker III	\$5,116.63	\$5,244.55	\$5,375.66	\$5,510.06	\$5,647.81	\$5,789.00	\$5,933.73	\$6,082.07	\$6,234.12	\$6,389.97	\$6,549.72
Water Utility Worker II	\$4,641.36	\$4,757.39	\$4,876.33	\$4,998.24	\$5,123.19	\$5,251.27	\$5,382.56	\$5,517.12	\$5,655.05	\$5,796.42	\$5,941.33
Water Utility Worker I	\$4,044.43	\$4,145.54	\$4,249.18	\$4,355.40	\$4,464.29	\$4,575.90	\$4,690.29	\$4,807.55	\$4,927.74	\$5,050.93	\$5,177.21
Water Utility Helper	\$3,570.71	\$3,659.98	\$3,751.48	\$3,845.27	\$3,941.40	\$4,039.94	\$4,140.93	\$4,244.46	\$4,350.57	\$4,459.33	\$4,570.82
Water Utility Worker- Cust Svc	\$4,508.73	\$4,621.45	\$4,736.98	\$4,855.41	\$4,976.79	\$5,101.21	\$5,228.74	\$5,359.46	\$5,493.45	\$5,630.78	\$5,771.55
<b>ENGINEERING</b>											
Senior Assistant Engineer	\$7,443.27	\$7,629.35	\$7,820.08	\$8,015.58	\$8,215.97	\$8,421.37	\$8,631.91	\$8,847.71	\$9,068.90	\$9,295.62	\$9,528.01
Engineering Assistant	\$6,485.86	\$6,648.01	\$6,814.21	\$6,984.56	\$7,159.18	\$7,338.16	\$7,521.61	\$7,709.65	\$7,902.39	\$8,099.95	\$8,302.45
Field Engineering Technician II	\$5,784.53	\$5,929.15	\$6,077.37	\$6,229.31	\$6,385.04	\$6,544.67	\$6,708.28	\$6,875.99	\$7,047.89	\$7,224.09	\$7,404.69
Field Engineering Technician	\$5,509.08	\$5,646.80	\$5,787.97	\$5,932.67	\$6,080.99	\$6,233.02	\$6,388.84	\$6,548.56	\$6,712.28	\$6,880.08	\$7,052.09
Engineering Technician	\$5,807.15	\$5,952.33	\$6,101.14	\$6,253.67	\$6,410.01	\$6,570.26	\$6,734.52	\$6,902.88	\$7,075.45	\$7,252.34	\$7,433.64
Field Technician - Customer Service	\$4,004.65	\$4,104.76	\$4,207.38	\$4,312.57	\$4,420.38	\$4,530.89	\$4,644.16	\$4,760.27	\$4,879.27	\$5,001.25	\$5,126.28
<b>BUSINESS</b>											
Customer Service Clerk III	\$4,463.40	\$4,574.98	\$4,689.36	\$4,806.59	\$4,926.76	\$5,049.93	\$5,176.18	\$5,305.58	\$5,438.22	\$5,574.17	\$5,713.53
Customer Service Clerk II	\$3,669.81	\$3,761.55	\$3,855.59	\$3,951.98	\$4,050.78	\$4,152.05	\$4,255.85	\$4,362.25	\$4,471.31	\$4,583.09	\$4,697.67
Customer Service Clerk I	\$3,067.50	\$3,144.19	\$3,222.79	\$3,303.36	\$3,385.95	\$3,470.60	\$3,557.36	\$3,646.30	\$3,737.45	\$3,830.89	\$3,926.66
Accountant	\$7,870.68	\$8,067.45	\$8,269.13	\$8,475.86	\$8,687.76	\$8,904.95	\$9,127.58	\$9,355.77	\$9,589.66	\$9,829.40	\$10,075.14
Accounting Technician II	\$5,776.27	\$5,920.68	\$6,068.70	\$6,220.42	\$6,375.93	\$6,535.32	\$6,698.71	\$6,866.17	\$7,037.83	\$7,213.77	\$7,394.12
Accounting Technician I	\$4,819.65	\$4,940.14	\$5,063.65	\$5,190.24	\$5,319.99	\$5,452.99	\$5,589.32	\$5,729.05	\$5,872.28	\$6,019.08	\$6,169.56
Management Analyst**	\$ 6,510.05	\$ 6,672.80	\$ 6,839.62	\$ 7,010.61	\$ 7,185.88	\$ 7,365.52	\$ 7,549.66	\$ 7,738.40	\$ 7,931.86	\$ 8,130.16	\$ 8,333.41
Administrative Analyst	\$8,470.00	\$8,681.75	\$8,898.79	\$9,121.26	\$9,349.30	\$9,583.03	\$9,822.60	\$10,068.17	\$10,319.87	\$10,577.87	\$10,842.32

\*Includes 2.5% COLA

\*\*Classification added July 01, 2020

## Side Letter of Agreement

Between

Carpinteria Valley Water District and IUOE Local 12

### Textbook and Tuition Reimbursement Policy

This side letter of agreement applies to employee attendance at District approved job-related courses or certificate programs that are not required by the Carpinteria Valley Water District (CVWD) and the reimbursement of costs associated with those courses or programs for textbooks and tuition that are pre-approved by the District.

For these pre-approved costs in excess of five thousand (5,000.00) dollars, an employee who voluntarily leaves or is terminated for cause within the first twelve (12) months of the date of successful completion of such courses or programs shall be required to reimburse CVWD, over the course of a one year period, 100% of the textbook and tuition costs for which the employee received reimbursement or payment from CVWD. A payment plan, not to exceed one year from the date of voluntary leave or termination for cause date, with proportional payments of the amount owed, is to be payable to CVWD on a monthly basis until the CVWD has been fully repaid for 100% of the reimbursed or CVWD-paid costs.

If an employee voluntarily leaves or is terminated for cause within the thirteenth (13) month to the twenty-fourth (24) month of the date of successful completion of such courses or programs, the employee shall be required to reimburse CVWD over the course of a one year period for 50% of the textbook and tuition costs for which the employee received reimbursement or payment from CVWD. A payment plan, not to exceed one year from the date of voluntary leave or termination for cause date, with proportional payments of the amount owed, is to be paid to CVWD on a monthly basis until the CVWD has been fully repaid for 50% of the reimbursed or CVWD-paid costs.

For the purpose of this side letter of agreement, all approved costs for textbooks and tuition for courses that are part of a certificate or degree program shall be combined in determining whether five thousand (5,000) dollars has been paid by the District for job-related courses or certificate programs.

The successful completion of a course or program shall be shown by the employee receiving a passing grade if grades are given; receiving a certificate of completion or similar proof of completion if provided as part of the course or program; or by proof of attendance if no grade, certificate or other proof of completion is provided.

At the option of the employee, the pre-approved costs that are the subject of this side letter of agreement may either be 1) reimbursed to the employee upon the successful completion of the course or program and the employee providing the District receipts for such costs reasonably acceptable to the District; or 2) advanced to the employee. If the pre-approved costs are advanced to the employee and the employee does not successfully complete a course or program, the employee will reimburse the District for 100% of the associated textbook and tuition costs for which the employee received reimbursement or payment from CVWD within ninety (90) days of demand for such reimbursement from the District unless the employee and District agree to a plan to reimburse the District through a payment plan.

#### AGREEMENT TO TERMS

By voluntarily signing my name below I hereby agree to the terms in the side letter of agreement between the Carpinteria Valley Water District and IUOE Local 12 for textbook and tuition reimbursement as set forth above.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_