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Resolution No. 17-973

**MEMORANDUM OF
UNDERSTANDING BETWEEN
JOSHUA BASIN WATER DISTRICT
AND THE JOSHUA BASIN CHAPTER
OF AFSCME LOCAL 1902
2016-2019**

TABLE OF CONTENTS

ARTICLE 1. PREAMBLE	1
ARTICLE 2. AUTHORIZED AGENTS.....	1
ARTICLE 3. TERM.....	1
ARTICLE 4. NONDISCRIMINATION.....	2
ARTICLE 5. GENDER.....	2
ARTICLE 6. MANAGEMENT RIGHTS	2
ARTICLE 7. DEFINITIONS.....	4
ARTICLE 7.1 ALPHABETICAL LISTING OF GENERAL UNIT CLASSIFICATIONS	5
ARTICLE 8. RECRUITING AND SELECTION	6
(A) PROMOTION.....	6
(B) PROMOTIONAL OPPORTUNITY FROM CONSTRUCTION AND MAINTENANCE I TO CONSTRUCTION AND MAINTENANCE II	6
ARTICLE 9. EMPLOYMENT OF RELATIVES.....	7
(A) ANTI-NEPOTISM.....	7
(B) CLOSE FAMILY RELATIVE DEFINED	7
(C) EXISTING EMPLOYEES	8
ARTICLE 10. PROBATION	8
(A) INITIAL PROBATIONARY PERIOD	8
(B) REHIRE PROBATIONARY PERIOD	8
ARTICLE 11. HOURS OF WORK.....	8
(A) CONVENTIONAL WORK SCHEDULE	8
(B) NINE-EIGHTY (9/80) ALTERNATE WORK SCHEDULE	9
ARTICLE 12. PAYDAYS	10
ARTICLE 13. STAND-BY TIME.....	10
ARTICLE 14. CALL BACK.....	11
ARTICLE 15. HOLIDAY PAY	12
ARTICLE 16. OVERTIME PAY: NON-EXEMPT EMPLOYEES	13
ARTICLE 17. SALARIES AND SALARY RANGES.....	12
(A) SALARIES	13
(B) SAFETY BOOT ALLOWANCE FOR FIELD EMPLOYEES	14
(C) UNIFORMS.....	15

ARTICLE 18. RECLASSIFICATIONS.....	15
ARTICLE 19. PERFORMANCE EVALUATIONS	15
ARTICLE 20. WORKING OUT OF CLASS	16
(A) SHORT TERM, TEMPORARY OR EMERGENCY ASSIGNMENTS.....	16
(B) OTHER TEMPORARY ASSIGNMENTS	17
ARTICLE 21. EMPLOYEE INSURANCE BENEFITS	18
(A) HEALTH INSURANCE.....	18
(B) HEALTH/DENTAL/VISION INSURANCE	19
(C) LIFE INSURANCE.....	20
(D) UNEMPLOYMENT INSURANCE	20
(E) CalPERS.....	20
(F) DEFERRED COMPENSATION/457 PLAN	20
ARTICLE 22. TIME OFF BENEFITS	21
(A) VACATIONS.....	21
(B) HOLIDAYS.....	23
(C) SICK LEAVE.....	24
(D) FATIGUE POLICY	26
ARTICLE 23. EXCUSED LEAVES OF ABSENCE	26
(A) ABSENCE FOR WORK-RELATED DISABILITY	26
(B) BEREAVEMENT LEAVE	27
(C) JURY DUTY	27
(D) MILITARY LEAVE	27
(E) PERSONAL LEAVE OF ABSENCE	27
ARTICLE 24. UNEXCUSED LEAVE OF ABSENCE	28
(A) DEFINITION	28
(B) NOTIFICATION.....	29
(C) ABSENCE WITHOUT NOTICE	29
(D) DISCIPLINARY ACTION	29
ARTICLE 25. EDUCATION PROGRAM	29
(A) ON-DUTY EDUCATION.....	29
(B) OFF-DUTY EDUCATION.....	29
(C) REQUIRED CERTIFICATIONS OR LICENSES	30

ARTICLE 26. GRIEVANCE PROCEDURE	21
ARTICLE 27. DISCIPLINE AND DISMISSAL	33
(A) TYPES OF DISCIPLINE.....	33
(B) DISMISSAL	36
(C) APPEAL PROCEDURE FOR MAJOR DISCIPLINE.....	38
(D) HEARING PROCEDURE	38
ARTICLE 28. LAYOFF OR REDUCTION IN FORCE	40
ARTICLE 29. UNION	40
(A) UNION RIGHTS	41
(B) USE OF DISTRICT FACILITIES	42
(C) DUES DEDUCTIONS.....	42
(D) AGENCY SHOP (FAIR SHARE SERVICE FEE)	43
(E) ACCESS TO WORK LOCATIONS	44
(F) BULLETIN BOARDS	44
ARTICLE 30. SEVERABILITY.....	44
ARTICLE 31. FULL UNDERSTANDING, MODIFICATION AND WAIVER	45
ARTICLE 32. DRUG AND ALCOHOL POLICY.....	45
ARTICLE 33. INCOMPATIBLE WORK	46
ARTICLE 34. REOPENER ON POLICY MANUAL AND HEALTH INSURANCE ...	46
ARTICLE 35. LONGEVITY PAY.....	47
APPENDIX A.SICK LEAVE POLICY.....	APPENDIX A

ARTICLE 1. PREAMBLE

This Memorandum of Understanding (hereafter referred to as MOU or Agreement) is made and entered into by and between the Joshua Basin Water District (hereafter referred to as the District) and the Joshua Basin Chapter of the American Federation of State, County and Municipal Employees (AFSCME), Local 1902 (hereafter referred to as the Union).

ARTICLE 2. AUTHORIZED AGENTS

Authorized Agents

For purposes of administering the terms and provisions of this MOU the authorized agents of the parties and their mailing addresses are as follows:

District:	General Manager Joshua Basin Water District P.O. Box 675 Joshua Tree, California 92252
Union:	President Joshua Basin Chapter c/o AFSCME Local 1902 700 N. Alameda St., #1-111 Los Angeles, California 90012-2944

Any notices or other written communication between the parties shall be served by certified mail.

AFSCME is the formally recognized employee organization for District employees in the General Unit and includes all regular, part-time, probationary, and temporary employees.

ARTICLE 3. TERM

This MOU shall be effective as of September 3, 2016, subject to ratification by the District's Board of Directors and shall remain in full force and effect through and including September 2, 2019. Union to submit an outline of conceptual ideas to the District between 90-150 days prior to expiration of this MOU.

ARTICLE 4. NONDISCRIMINATION

There shall be no discrimination on the part of the District towards any employee or group of employees on any basis forbidden by state or federal law applicable to the District.

ARTICLE 5. GENDER

Whenever the masculine or feminine form of any word is used in this policy, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 6. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this policy, all management rights, including the control, direction, and supervision of all District operations and personnel are vested in the District. Such rights include, but are not limited to:

- (A) To hire new employees;
- (B) To direct the work force;
- (C) To determine the types, kind, nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility;
- (D) To hire outside companies and vendors to perform services. The District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions. However, the District shall have no obligation to meet and confer with the Union prior to hiring temporary employees to perform bargaining unit work, from a temporary agency or otherwise, regarding its decision to hire temporary employees or its impacts on bargaining unit members. The Union specifically waives such meet and confer obligation;
- (E) To increase and decrease the amount of work available;
- (F) To determine the types of work to be performed;
- (G) To establish and enforce job standards; qualifications;
- (H) To determine employee health and property protection measures;
- (I) To determine job content;
- (J) To change materials, processes, services, equipment, jobs, operations, locations and the number and type of equipment and facilities.
- (K) To transfer, promote, demote, layoff and recall employees;
- (L) To counsel, reprimand, suspend, discharge or otherwise discipline employees for cause;

- (M) To schedule working hours and assign work;
- (N) To establish, modify or change work schedules or standards;
- (O) To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances; and the procedures for said assessment;
- (P) To determine the size and composition of the work force;
- (Q) To determine policy and procedures affecting the selection or training of employees;
- (R) To schedule the operation of and to determine the number and duration of shifts;
- (S) To transfer work from one job to another or from one location to another;
- (T) To introduce new, improved or different methods of operations or to change existing methods;
- (U) To lay off employees from duty for lack of work or lack of funds. Prior to laying off any employees in a classification, the District shall first cancel any contracts with a contractor to the extent that the contractor is substantially performing work required in the job description of the classification subject to layoff and to the extent such cancellation is lawful;
- (V) To establish and determine job classifications, descriptions, requirements and salaries;
- (W) To promulgate, modify and enforce work and safety rules and regulations;
- (X) To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves;
- (Y) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities. However, the District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions. However, the District shall have no obligation to meet and confer with the Union prior to hiring temporary employees to perform bargaining unit work, from a temporary agency or otherwise, regarding its decision to hire temporary employees or its impacts on bargaining unit members. The Union specifically waives such meet and confer obligation; and
- (Z) If the exercise of these rights affects wages, hours or terms and conditions of employment, the District may act to exercise its rights but will meet and confer, prior to implementation, on the effects of its actions.

ARTICLE 7. DEFINITIONS

For purposes of this MOU, the following definitions shall apply:

- (A) DISTRICT – This shall mean the Joshua Basin Water District.
- (B) BOARD OF DIRECTORS – This shall mean the Board of Directors of the District.
- (C) HUMAN RESOURCES– Means the H.R.Manager/Contract Administrator of the District, or the District’s duly appointed designee.
- (D) FULL-TIME EMPLOYEE – This shall mean all employees employed by the District for employment on a regular basis of forty hours per week and paid by the hour or by the month, and who have successfully completed their probationary period.
- (E) PART-TIME EMPLOYEE - This shall mean all employees employed by the District for employment on a regular basis for less than forty hours per week and paid by the hour or by the day, and who have successfully completed their probationary period.
- (F) TEMPORARY EMPLOYEE – This shall mean any employee employed by the District for a period of time not-to-exceed twelve months and are paid by the hour or by the day. Extension beyond twelve months will require mutual agreement of the District and the Union. Temporary employees do not obtain any property rights in the temporary position they are filling.
- (G) DELEGATION OF RESPONSIBILITY BY THE GENERAL MANAGER – This shall mean that in the absence of the General Manager, his designated representative shall act in his behalf.
- (H) SUPERVISOR – This shall mean the Director of Water Resources and Operations of the District for the distribution and production employees, and the Assistant General Manager/Controller of the District for the office, accounting, finance, clerical, and customer service employees.
- (I) DEPARTMENT MANAGER – This shall mean the Director of Water Resources and Operations of the District for the distribution and production employees, and the Assistant General Manager/Controller of the District for the office, accounting, finance, clerical, and customer service employees.
- (J) GENERAL UNIT – This shall mean the employees represented by AFSCME Local 1902 and subject to this MOU in the classifications listed in Article 7.1.

- (K) REGULAR EMPLOYEE – This shall mean a full-time or part-time employee who has successfully passed probation.
- (L) ELIGIBLE EMPLOYEE – This shall mean a full-time, non-temporary employee, whether having passed probation or not, beginning the first of the month following 30 days after employment.
- (M) EMPLOYEE RELATIONS OFFICER – The Employee Relations Officer will be the District’s primary point of contact for the Union regarding administration of this MOU and related activities such as the filing of grievances. This shall mean the H.R.Manager/Contract Administrator unless otherwise appointed by the General Manager.
- (N) BREAK IN SERVICE – A break in service is defined as any separation from employment status for more than 120 days. Absence for military recall is not a break in service.
- (O) Y-RATING – Y-Rating is defined as freezing an employee at their current salary. These employees are not eligible for any pay increase until their next performance evaluation of Excellent or better.

ARTICLE 7.1 ALPHABETICAL LISTING OF GENERAL UNIT CLASSIFICATIONS

Accounting Technician
 Accounts Receivable Technician
 Construction and Maintenance I
 Construction and Maintenance II
 Construction and Maintenance Lead
 Customer Service Representative
 Field Service Technician
 Lead Customer Service Representative
 Part-Time General Office
 Senior Administrative Assistant
 Water Production Operator I
 Water Production Operator II
 Water Production Operator Lead

Cross Connection Controller or the like, which would be part of this unit, is currently under review by the District and that classification may be added to the unit during the term of this MOU. In addition, a second new classification, Distribution Lead Worker, may be created by reclassifying one Construction Maintenance II employee. The District and Union will meet and confer during the term of this MOU to discuss the components of the job description for Distribution Lead Worker.

ARTICLE 8. RECRUITING AND SELECTION

The following steps govern the General Unit recruiting and selection process:

1. Upon a position being vacated, if it is determined that the position will be filled, the General Manager will determine, based on consultation with the Department Manager/Supervisor, whether the position will be filled by a temporary employee and/or on a full or part-time basis.
2. Employees who are interested must apply through the regular process. All open positions will be posted internally. The District may, but need not, advertise an open position outside the District.
3. Also at the District's sole discretion, it may use an outside temporary employment agency to fill an open temporary position. If the District uses an outside employment agency to fill an open temporary position, the following subsections of this article shall also not apply: 2, 4.
4. All qualified internal candidates will be scheduled for testing and/or an interview.

(A) PROMOTION

Promotion means to be appointed on a regular basis to a position with a salary range that exceeds the salary range of the existing position. Employees who are promoted into a new position shall receive a salary increase to the next highest step in the new classification that is at least 5% above their current salary. Promoted employees must complete a six-month trial period unless extended one time by mutual agreement of the District and the employee for up to an additional six months. In the event that an employee is unsuccessful, a (12) twelve month break shall apply before an employee is eligible to reapply for promotion. At any time during the promotional trial period, an employee may be returned to their previous position without due process.

(B) PROMOTIONAL OPPORTUNITY FROM CONSTRUCTION AND MAINTENANCE I TO CONSTRUCTION AND MAINTENANCE II

In conjunction with Article 8, Section A, a Construction & Maintenance I ("C&MI") employee will be considered for promotional opportunities when the following criteria has been satisfied: The eligible employee must meet all of the minimum qualifications outlined in the Construction & Maintenance

II ("C&MII") position. The employee must pass the State Water Resource Control Board ("SWRCB") Grade D2 examination and receive licensing at the same level. Once the District has received written proof of the SWRCB elevated licensure, the District will have (45) forty-five days to provide a written individual development plan ("IDP") for the employee. The IDP will cover a six-month period where the employee will be placed on a probation status into the C&MII position and then rated upon the following goals: independent judgment, communication, safety, and maintenance proficiency. The IDP will include (6) six measurable objectives for each corresponding month of the evaluation. These measurable objectives will be based upon the distinguishing duties (i.e. essential functions) in the C&MII classification. (e.g. Job Estimating of Equipment and Materials, Multi-Variable Atlas Map Evaluation, Field Drawings Generation, USA Marking Proficiency, Facility Locating, Fundamental Equipment Maintenance, Fire Hydrant Flow Testing, Mainline Dosage Calculations, Purchasing Inventory and Supplies, Courteously Handle Complaints and Inquiries, Secondary Standby Call). The IDP will include (1) one assigned maintenance program that the employee will be responsible to (e.g. Airvac, Hydrant, Valve Maintenance Program, etc.) bring about specific, measurable, achievable, relevant, and timely results. The employee will be evaluated on a regular interval and adjustments will be made to the plan as necessary. Upon successful completion of criteria, the employee will officially be promoted into the regular C&MII classification. Unless otherwise directed, the promoted employee shall retain assignment to the maintenance program identified in the IDP for the remainder of his or her employment. At any time during the promotional trial period, an employee may be returned to their previous position without due process.

ARTICLE 9. EMPLOYMENT OF RELATIVES

ANTI-NEPOTISM

The District shall not employ any person who is a close family relative of another District employee except with the express written authority of the General Manager. The purpose of this provision is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

CLOSE FAMILY RELATIVE DEFINED

Close family relatives include; Spouses, Parents, Children, Brothers, Sisters, Adopted Children, Grandparents, Grandchildren, Aunts, Uncles, Cousins, Mothers-in-law, Fathers-in-law, Brothers-in-law, Sisters-in-law, Step Children and Step Parents.

EXISTING EMPLOYEES

This provision shall also apply to District employees who become related by marriage after the effective date of this MOU.

ARTICLE 10. PROBATION

(A) *INITIAL PROBATIONARY PERIOD*

All new employees or employees reassigned from one classification to another classification with the same pay range serve an initial probationary period beginning with the date of hire, or transfer, and extending to at least the first day of the pay period following twenty-six weeks of continuous employment. Absence without pay, sick leave, short-term and long-term disability and Worker's Compensation leave do not provide an opportunity to judge an employee's capability to meet performance expectations for a position, and thus the time spent on such leaves will not be included towards completion of the probationary period and will result in an extension equal to the duration of the absence. A probationary employee is an at-will employee during the term of their probation and may be released during, up to and through the end of the last day of the twenty-sixth week, or later if extended pursuant to this Article at the discretion of the District. Recourse to the Grievance Procedure shall be limited to failure to properly calculate extension periods. Upon successfully completing the twenty-six week probationary period, the employee shall be eligible for his/her first merit increase.

(B) *REHIRE PROBATIONARY PERIOD*

Employees who are rehired following a break in service must complete a new probationary period whether or not one was previously completed. An employee may be released during their Probationary Period at the discretion of the District. Recourse to the Grievance Procedure shall be limited to failure to properly calculate extension periods.

ARTICLE 11. HOURS OF WORK

(A) *CONVENTIONAL WORK SCHEDULE*

Working hours of all personnel will be set by the General Manager. The normal work schedule for full-time employees shall be either forty hours over five consecutive workdays per week, or for those employees on the 9/80 schedule, the employee will work nine (9) shifts in a pay period, totaling forty (40) hours in each of the two (2) FLSA workweeks in a pay

period. The regular workday will mean eight or nine consecutive hours of work in a workday, exclusive of an unpaid meal period of one-half (1/2) hour or one (1) hour, which shall be determined by the General Manager. Employees shall receive rest periods not to exceed fifteen minutes no more than twice in a shift, to be scheduled at the Department Manager's/Supervisor's discretion. Rest periods may not be avoided or accrued for the purpose of obtaining time off or shortening the regular shift.

Administrative Office Hours - Normally, Monday through Friday from 8:00 a.m. to 5:00 p.m. However, to ensure proper service to the District's clients, the General Manager may schedule office workers from 7:45 a.m. to 4:45 p.m. or from 8:15 a.m. to 5:15 p.m.

Field Operations Hours – Normally, Monday through Friday from 7:00 a.m. to 4:00 p.m. when a one (1) hour lunch break is granted, and 7:00 a.m. to 3:30 p.m. when a one-half (1/2 hour) lunch break is granted or for those employees on the 9/80 schedule, Monday through Friday from 6:00 a.m. to 3:30 p.m., when a one-half (1/2) hour lunch break is granted, and 6:00 a.m. to 4:00 p.m., when a one (1) hour lunch is granted. On Fridays, employees on the 9/80 schedule will alternate between working an eight (8) hour day and having the day off. On those Fridays on which the employees work, their schedule shall be from 6:00 a.m. to 2:30 p.m., when a one-half (1/2) hour lunch is granted and 6:00 a.m. to 3:00 p.m., when a one (1) hour lunch is granted. Employees may not, without prior approval from the Director of Water Resources and Operations, alter their starting or ending times, take lunches longer or shorter than scheduled nor, if they are on the 9/80 schedule, alter the designated time for their lunch break on Fridays. Employees on the 9/80 schedule may not take their lunch break on Friday until at least four (4) hours after the regular starting time of their shift on Friday.

(B) NINE-EIGHTY (9/80) ALTERNATE WORK SCHEDULE

The Nine-Eighty (9/80) alternate work schedule may be implemented for employees in the general unit staff classifications at the discretion of the General Manager.

This schedule shall consist of four consecutive nine-hour days with the fifth consecutive day as an eight-hour day or a regular day off. The eight-hour day and the regular day off shall alternate from week to week. The FLSA seven (7) day workweek for employees on the Nine-Eighty (9/80) schedule shall commence at the middle of the eight hour day (4 hours into the scheduled shift) or regular day off and end at the same time seven (7) days later on the regular day off/eight hour day.

Subsequent decisions to change from the normal work schedule in Article 11 to the Nine-Eighty (9/80) schedule and vice versa and its effects shall be subject to meet and confer. Lunch periods for employees on a 9/80 schedule are set forth in subsection (A) above.

ARTICLE 12. PAYDAYS

All employees will be paid every other week on Friday, except when these dates fall on a holiday. When this occurs, payment will be made on the preceding business day. The biweekly payroll covers work performed during the two weeks ended on the preceding Friday.

Any change to a payroll withholding item, including but not limited to changes to an employee's W-4 form, other withholding and/or contributions to the District's 457 Plan submitted to the District before the end of one payroll period will be effective the start of the next payroll.

ARTICLE 13. STAND-BY TIME

- (A) One field employee will work the standby shift (the Stand-By Person), on a rotating basis. Standby duty is required of all field employees. The Standby Person must be available to assist customers, attend to wells, reservoirs, or any other District property for call back at any time. The General Manager may authorize an employee to be on Secondary Stand-By. The Secondary Stand-By employee will be back up for the Primary Stand-By person.

- (B) A stand-by shift shall be defined as beginning at 3:30 p.m. on Thursday and shall continue for 7 consecutive days. The employee on stand-by duty shall be available, by way of their home phone, cell phone, District radio and/or the paging device furnished by the District, for any emergency call out that might arise during the hours of their stand-by shift. The employee on stand-by duty shall be compensated at the rate of one hour of straight-time pay per day Monday-Friday and two hours of straight-time pay per day on Saturday and Sunday for the primary stand-by duty and for secondary stand-by duty for each day the employee completes on stand-by. Either the primary or secondary standby employee will perform telemetry duties. An employee who uses sick leave during their stand-by shift shall not receive stand-by pay for that day. Failure to be contacted and/or failure to respond to a call-out will be the subject of disciplinary action by the District up to and including termination. A stand-by employee may be required to inspect equipment on Saturdays, Sundays and District holidays. In

addition to the stand-by pay, the stand-by employee shall be paid for his or her actual time spent in performing those inspections at time and one-half the regular rate of pay. The employee shall put this time on his or her timecard. Since the inspections are a regular ongoing requirement, the District may reduce the hours to be worked by the stand-by employee during the workweek to offset the additional cost to the District of the inspections. If an employee serves a call-back period during the same timeframe, the inspection overtime work will apply toward the unused call-back period and not be paid in addition. If the inspection overtime work exceeds the call-back period, additional overtime will be paid. If the inspection overtime work occurs on a holiday, the overtime work will be applied against Standby Holiday Pay (see Article 15) to the extent that the Standby Holiday Pay is NOT consumed by call-backs.

- (C) Standby duty assignment will be established by the Director of Water Resources and Operations on an equal, rotating basis. If an employee is unable to perform his assigned standby duty, he shall find a qualified replacement and notify the Director of Water Resources and Operations or other Supervisor if the Director of Water Resources and Operations is unavailable. Should he be unable to find a replacement, and is physically able to perform the duty, then the employee shall perform his assigned stand-by duty. An employee who does not report for work due to illness (except to attend normal doctor or dental appointments) shall not be allowed to serve standby duty until after their next regularly scheduled shift. Geographic unavailability and/or being under the influence of a mind-altering substance will not be a valid excuse for failure to perform an assigned standby duty. Should he be physically unable to perform the stand-by duty, the Director of Water Resources and Operations shall find a qualified replacement. Refusal to perform assigned stand-by duties is cause for disciplinary action up to and including termination.
- (D) At the District's discretion, an employee on stand-by status may be allowed to take home a suitable equipped District vehicle. An employee on stand-by with a District vehicle may conduct personal business along the route between work and home. Alcoholic beverages may not be consumed in District vehicles.

ARTICLE 14. CALL BACK

Call back refers to the time an employee is called upon to perform work (either by physically reporting to a work site or performing work by

computer) after having left the District's facilities at the end of their regular workday. Employees are entitled to call back pay as set forth in this Article if they worked the full day preceding the call back or were on a full workday of paid leave or combination thereof or were otherwise not scheduled that day. This time shall be paid at 1 1/2 times the regular hourly rate for the actual time worked, with a minimum of two hours pay, if the call back requires a response in excess of a telephone call, e-mail, or other electronic response (e.g., telemetry operator response to alarm). If the call back involves only a telephone call, e-mail, or other electronic response, the employee shall be paid for his/her actual time responding to the telephone call, e-mail or other electronic response. If more than one call back is received during the minimum call back period and the additional call(s) can be completed within the minimum call back period, an employee will only be compensated for one minimum call back period. The District retains the right to require the employee to remain at work and perform other duties if the work they are called back to perform is completed in less than the guaranteed two hours. Once contacted, refusal to perform call back services, unless the employee is physically, geographically or legally incapable, is cause for disciplinary action up to and including termination.

The call back pay is in addition to the standby pay and overtime pay for performing inspections on weekends and holidays, as described in Article 13.

Employees shall wear a uniform when responding to call outs for ease of identification from outside the vehicle.

ARTICLE 15. HOLIDAY PAY

Employees who are required to work on a Holiday, will receive compensation at 1½ times the regular hourly rate in addition to their regular pay for actual hours worked (2½ times the regular hourly rate).

An employee who serves Standby on a holiday receives eight (8) hours of overtime in addition to their regular pay for the holiday (2½ times the regular hourly rate). This compensation is intended to provide advance consideration of four minimum call back periods. Any time spent performing work in excess of 4 call back periods on a holiday will be compensated at 2½ times the regular hourly rate. The Standby holiday pay provision applies to employees whose Standby shift starts or ends on a District observed holiday.

ARTICLE 16. OVERTIME PAY: NON-EXEMPT EMPLOYEES

Employees working a conventional schedule as defined in Article 11(A), will be compensated at 1½ times their regular hourly rate after eight

hours per day, and 2 times the regular hourly rate of pay after twelve hours per day. Such overtime payments shall serve as an offset against overtime due for exceeding forty (40) hours of work in a seven (7) day workweek. For example, if an employee works two hours of overtime on Monday, and works his/her regular shift the rest of the week, the employee will have worked 42 hours in that workweek. The employee is not entitled to receive another two hours of overtime pay for exceeding 40 in a workweek, as the employee was already compensated by the overtime pay for Monday's overtime.

An employee must have prior supervisory approval to work any overtime. Employees shall not be permitted to work on their own initiative before or after scheduled working hours or during non-paid meal periods or breaks without prior approval of the supervisor. The only exceptions to this requirement is the field person assigned to stand-by duty, emergencies, and where prudent for operational efficiencies. In these instances, the employee will attempt to obtain approval from the supervisor in advance, or if unable, will advise the supervisor no later than the next day. All employees must complete and sign a daily time sheet reflecting actual hours worked each day, including overtime. The time sheet must be verified and signed by the employee's supervisor. For purposes of this article, a "day" shall be the 24 hour period beginning at the start of the employee's regularly scheduled shift.

Employees on the alternate 9/80 schedule as defined in Article 11(B) will be compensated at 1-1/2 their regular hourly rate after nine (9) hours per day (eight (8) hours per day on the alternate Friday on,) and 2 times their regular hourly rate after twelve hours per day. Such overtime payments shall serve as an offset against overtime due for exceeding forty (40) hours of work in a seven day workweek. The example set forth above shall apply in this situation as well.

ARTICLE 17. SALARIES AND SALARY RANGES

(A) SALARIES

Effective with the first full pay period starting after ratification of this MOU by the District's Board of Directors, the District will adopt Appendix IV to the Koff report, entitled "Proposed Range Placement Recommendations". No reductions in salary shall occur for any classification as a result of this range adjustment.

Effective with first full pay period starting after ratification of this MOU by the District's Board of Directors, and after first making the range adjustment described above, all classifications subject to this MOU shall receive a cost of living increase for all steps equal to 2.5%.

Effective with the first full pay period starting in January 2018, all classifications subject to this MOU shall receive a cost of living increase for all steps equal to 2.5%.

Effective with the first full pay period starting in January 2019, all classifications subject to this MOU shall receive a cost of living increase for all steps equal to 2.5%.

The District at its discretion may delete lower steps providing no employee currently occupies the step.

Revised wage rates and ranges pursuant to this Article for each classification covered by this MOU will be generated by the District yearly when adjustments are required under this MOU. Employees will be placed in their salary ranges according to their job classification. The wage rates and ranges pursuant to this Article, reflecting the salaries in effect at ratification of this MOU after the adjustments required at ratification, are set forth in Attachment 1.

Employees will continue to be eligible for merit increase as stated in Article 19.

Field Service Technician and Lead

The salary ranges for employees designated as Field Technician shall have their salary ranges set at 10% below the respective step for the Maintenance II classification. The salary ranges for employees designated as lead workers in the field shall be set at 15% above the respective step for the Maintenance II classification.

(B) SAFETY BOOT ALLOWANCE FOR FIELD EMPLOYEES

The District will reimburse employees in the following classifications (Construction & Maintenance I, II, Lead; Field Service Technician; Water Production Operator I, II, Lead) up to \$200.00 per calendar year for the purchase of safety boots to be used at work, in accordance to the safety boot policy. The employee is responsible for providing proof (e.g. a photocopy of boot specifications or the specifications depicted on the exterior of the boot box) that the "ASTM F2413-11 I/75 C/75 EH" standard has been satisfied, completing a District reimbursement form and submitting this form along with the original receipt of purchase to their immediate supervisor.

The immediate supervisor will review the submittal, physically inspect the safety boot, and ensure its eligibility for reimbursement pursuant to this policy. If the documentation confirms eligibility, the immediate supervisor will process with the Finance Department for reimbursement.

(C) UNIFORMS

The District provides non-safety uniforms to field employees in the following classifications (Construction & Maintenance I, II, Lead; Field Service Technician; Water Production Operator I, II, Lead). The value of the uniforms at the time this MOU was ratified has been determined to be equal to an average of \$600.00 per calendar year, which is equal to \$23.08 per pay period. That amount is taxable income to the employees in the above classifications.

ARTICLE 18. RECLASSIFICATIONS

The District may conduct classification studies at its discretion to ensure that the duties and responsibilities of all employees are appropriately allocated within the classification structure. Reclassification of current positions shall be subject to meet and confer with the Union. Payrate changes to reclassified positions shall be subject to mutual agreement. Employees working out of class pursuant to Article 20 shall not be considered reclassified for purposes of Article 18.

ARTICLE 19. PERFORMANCE EVALUATIONS

A performance evaluation will be conducted by each employee's direct supervisor on an annual basis during the term of this agreement, such review will be presented to the employee within one week (before or after) January 31.

New hires and promoted employees shall have their first annual review one year after their starting or promotion date. New hires and promoted employees shall convert to the January 31 review date upon completion of their probationary period. During any of these transition periods, there shall be no retroactivity with regard to step increases.

Using the Performance Evaluation form provided by Human Resources, and approved by the General Manager, Supervisors will document an employee's performance during the preceding twelve months in a written essay format. The "employee's performance" includes, but is not limited to: possession of state licensing documents and/or completion of continuing education requirements (if required), evaluation of the quantity and quality

of production in completing job duties, attendance and tardiness, disciplinary actions, attitude towards job and supervision, relationships with other employees, and such other factors as may affect the performance of job duties. The completed performance evaluation form will be submitted to the General Manager for review.

After consultation with the Supervisor and based upon the written evaluation, the General Manager will assign a numerical "grade" to the employee's overall performance. The grade will then be assessed against the following scale: 70-80 = Satisfactory Performance of Job Duties, 80-90 = Excellent Performance of Job Duties, 90-100 = Outstanding Performance of Job Duties. Once a numerical grade has been assigned, the Supervisor will meet with the employee and review the evaluation form with the employee. A copy of the completed evaluation form and any attachments will be provided to the employee.

A Satisfactory rating will result in no merit increase being awarded, however, the employee will be retained in their position with the District for another twelve months. An Excellent rating will result in the employee receiving a 2.5% merit increase or one step, whichever is greater. An Outstanding rating will result in the employee receiving a 5.0% merit increase or two steps, whichever is greater. No employee will be entitled to salary in excess of the top step for the employee's classification regardless of the employee's performance evaluation.

Any employee receiving less than a satisfactory rating will be subject to the disciplinary provisions of Article 29 (Discipline and Dismissal). Such employees will be given a time period of ninety (90) days to bring their performance up to a Satisfactory level or they will be subject to further disciplinary action up to and including termination. After the completion of the 90 (days), the employee will be reevaluated and if improvement has not occurred, Dismissal action pursuant to Article 29 Discipline and Dismissal, will occur.

Any merit increases awarded as part of a performance evaluation will take effect on the first pay period following January 31st, or, if applicable, the date of the completion of their probationary period, or the completion of their promotion probationary period.

ARTICLE 20. WORKING OUT OF CLASS

(A) SHORT TERM, TEMPORARY OR EMERGENCY ASSIGNMENTS

No employee shall be required to perform duties, more than 50% of their working time, which are not related both in kind of work and level of responsibility to duties formally assigned in his or her job description without

additional compensation as set forth in this section, except on a short term basis or temporary or emergency basis. For purposes of this section, "short term or temporary or emergency basis" means 25 consecutive working days. After the 25th consecutive working day, the employee shall prospectively receive the minimum salary of the other class or a 5% differential, whichever is greater, for the duration of the assignment. If the 5% differential will result in the employee not being on a step on the salary range for the out of class position, the employee will be placed in the next highest step. No such assignment shall exceed six months, unless the District and the Union agree. Documentation that the employee has been in such short term, temporary or emergency assignments shall be kept including time sheet notations approved by the General Manager or his/her designee.

(B) OTHER TEMPORARY ASSIGNMENTS

An employee may be temporarily assigned to an open position in a job description higher than the position he or she occupies, other than on a short term or temporary or emergency basis, only by written authorization from the General Manager. The employee so assigned shall be granted a temporary salary increase of no less than the minimum salary level of that position, or five percent (5%) whichever is greater, for the duration of the temporary reclassification. No such temporary reclassification shall exceed six (6) months, unless the District and the Union agree. No employee will be classified as working out of class unless such assignment is confirmed in writing by the General Manager. Such written authorization shall include the estimated term of such temporary reclassification and the temporary salary increase granted.

In the absence of any written authorization from the General Manager that the employee has been approved to be temporarily assigned to another position, such employee shall serve in that higher position only on a short-term or temporary or emergency basis, and shall not be entitled to any higher salary or other benefits of the higher position. The position vacated by the employee who is temporarily reclassified shall not be permanently refilled until the temporarily reclassified employee either is permanently appointed to the new position or returned to his or her prior position.

Any employee voluntarily working out of class for a period in excess of the limits specified herein shall promptly inform the supervisor or department head, who shall inform the General Manager of such work out of class. Any employee who is directed to continue to work out of class by their supervisor without the General Manager's authorization shall immediately inform the General Manager, and shall suffer no retaliatory act against them for providing such information. Any employee who thereafter still continues to work out of class in excess of the term specifically

authorized in writing by the General Manager, shall incur no rights to any continued temporary salary increase or other benefits of the higher position, and the District shall incur no liability or obligation to such employee.

ARTICLE 21. EMPLOYEE INSURANCE BENEFITS

(A) HEALTH INSURANCE

Tier 1 – For all employees subject to this MOU hired prior to 1/1/2017:

Beginning in the first full month after ratification of this MOU by the District's Board of Directors, all employees must be enrolled in a District provided health insurance, dental and vision plans at the employee only level or higher. The District shall pay 100% of the premiums for employee only dental, vision, and medical coverage (employee may choose from available medical plans offered) subject to a \$1,700.00 monthly cap.

Any changes made by ACWA to the health or other insurance plans they offer or changes made to the offered plans themselves, are not subject to negotiation between the District and the Union. The District agrees to maintain the ACWA health insurance program and all other insurance products currently offered for the duration of this MOU to the extent they continue to be offered by the carrier. The District shall negotiate with the Union prior to replacing the ACWA health insurance program with another program (e.g., CalPERS health) and shall negotiate with the Union prior to replacing any other insurance products offered with another product (e.g. Colonial to AFLAC).

Employees will be able to use the remaining balance (above the cost of employee only—premiums) up to the \$1,700.00 monthly cap, for dependent premiums. Dependent eligibility must be proven.

Any unused portion of the \$1700.00 monthly contribution cap that is not used by the required enrollment in employee health, dental, and vision and optional dependent coverage, will be paid to the employee.

The \$1,700.00 cap will be increased by \$50 per month effective in January 2018 and again in January 2019.

Tier 2 - For all employees subject to this MOU that are hired AFTER 1/1/2017:

There will be no opt out cash available nor can the employee receive cash above the cost of premiums.

New hires MUST choose from JBWD offered plans. They must minimally choose single coverage for medical, dental, and vision premiums.

JBWD will cover 100% cost of employee only coverage, including dental and vision subject to a \$1,700.00 cap.

Employees will be able to use the remaining balance (above the cost of employee only–premiums) up to the \$1,700.00 monthly cap, for dependent premiums. Dependent eligibility must be proven.

If a new hire enrolls eligible dependents, JBWD will contribute up to the \$1,700.00 per month cap for the employee and eligible dependents' premiums only. If premium costs are less than \$1,700 per month, the balance may not be received in cash nor used for reimbursement of medical expenses or deductibles. Tier 2 employees may use these funds to purchase any insurance products offered by the District, specifically including, but not limited to, short and long term disability insurance.

The \$1700.00 monthly cap will be increased by \$50.00 per month in January 2018 and again in January 2019.

Any changes made by ACWA to the health or other insurance plans they offer or changes made to the offered plans themselves, are not subject to negotiation between the District and the Union. The District agrees to maintain the ACWA health insurance program and all other insurance products currently offered for the duration of this MOU to the extent they continue to be offered by the carrier. The District shall negotiate with the Union prior to replacing the ACWA health insurance program with another program (e.g., CalPERS health) and shall negotiate with the Union prior to replacing any other insurance products offered with another product (e.g. Colonial to AFLAC).

Any cost for additional benefits in excess of the monthly benefit is the responsibility of the employee whether in Tier 1 or Tier 2. For both Tier 1 and Tier 2, any full-time employees that work fewer than forty (40) hours per week, for reasons other than those in Articles 22 and 23 (except as described below), shall receive the applicable Tier 1 or Tier 2 benefits prorated based on the number of hours regularly scheduled to work compared to a forty (40) hour schedule for the period of less than 40 hours per week of paid work. Full time employees on unpaid leaves are subject to proration. Any employee who is regularly scheduled to work less than 40 hours per week shall receive no benefits under this Article.

(B) HEALTH/DENTAL/VISION INSURANCE

Coverage begins on the first day of the month following thirty (30) days of employment.

Details of all plans available are explained in pamphlets, which each employee is encouraged to review before his or her decision is made.

It is mandatory that each employee notifies the Employee Relations Officer whenever there are any additions or deletions occur in his or her dependent status.

(C) LIFE INSURANCE

Full-time Eligible Employees are eligible to purchase coverage under a group life insurance policy in excess of the coverage provided by the District. Eligibility begins on the first day of the month following the end of the first month of employment with the District. The District paid premium provides a policy per employee equal to twice their base salary, subject to maximum coverage equal to \$150,000 without medical testing. Life insurance coverage shall be adjusted prospectively for all employees on an annual basis at one time to reflect changes in base salary over the prior year. The District shall have no obligation to adjust life insurance levels for individual employees prior to this time to reflect changes in their personal compensation level. Employees may also purchase life insurance for their spouse and dependents, subject to insurability. The insurer shall require a medical exam and/or testing if the twice the employee's salary is greater than \$150,000. If the employee passes the medical exam and testing to the insurer's requirements, the District shall pay the additional premium.

(D) UNEMPLOYMENT INSURANCE

Unemployment Insurance coverage is paid for by the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

(E) CALPERS

The District has contracted with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for the District's employees. The District shall provide the 2% @ 55 benefit, prospectively, with no prior service credit for those employees that do not qualify as "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). For new members, the formula shall be 2%@62 and new member retirement benefits will be subject to all the provisions of PEPRA.

(F) DEFERRED COMPENSATION/457 PLAN

The District shall continue to provide a voluntary deferred compensation 457 plan to Eligible Employees. Effective with the first full pay

period after ratification, the District shall make a matching contribution equal to 10% of the employee's contribution, not to exceed \$700.00 per calendar year. (Example – employee contributes \$2,000.00 to the deferred compensation/457 Plan between January 1-December 31. The District shall be obligated to pay 10% of \$2,000.00 (\$200.00) into the employee's account. The District shall make its contribution at the end of the calendar year.

Upon retirement or termination employees may choose to withdraw the money from their account, but penalties may apply based on their age, etc. Employees will be provided with the name of the individual administering the deferred compensation plan on the District's behalf upon request.

Employees may request withdrawal of deferred compensation funds due to "unforeseeable emergencies". Each request for withdrawal of funds shall be considered on a case-by-case basis. The General Manager will review the details surrounding the request and after consultation with the District's auditors, the deferred compensation plan administrator, the IRS, and/or other similar experts, shall approve or disapprove the request for withdrawal.

ARTICLE 22. TIME OFF BENEFITS

(A) VACATIONS

The General Manager shall ascertain and record the accounting procedures for attendance and leaves. Where deviations occur from such records, the final decision will be subject to the approval of the General Manager.

The District encourages and shall require each full-time employee who has been employed for one year from date of hire to take an annual vacation (a minimum of 5 consecutive days) as paid time off away from work, which is accrued from their hire date. Vacation leaves must be approved by the employee's supervisor. The employee's supervisor shall determine the number of employees who may be on vacation at any one time. Full-time employees accrue vacation in accordance with the following schedule:

Employees hired prior to November 1, 2000

Years 1 through 4	80 hours
Years 5 through 10	120 hours
Years 11 through 15	160 hours
Years 16 through 20	8 extra hours for each year over 15 years with a maximum of 200 hours

Employees hired after November 1, 2000

Years 1 through 4	80 hours
Years 5 through 10	120 hours
Years 11 and up	160 hours

Vacation leave accruals are credited as they are earned each pay period and may not be used until after the pay period in which they are earned.

Employees may retain a balance of vacation leave at any one time equal to 2 years of their annual accrual rate. Once employees reach their accrual limit, they will not accrue any more vacation time until their balance drops below the limit.

A change in the rate of annual vacation leave accrual shall take effect in the pay period following the anniversary date of the employee. No annual vacation leave shall accrue for fractional parts of semi-monthly pay periods falling at the beginning or end of a period of service. At the time the employee leaves employment with the District, he or she will be paid any unused credited vacation at the employee's then current rate of pay at the time of leaving such employment.

Vacation leave may be used by an employee as vacation and/or sick leave. Vacation will, so far as practicable, be granted at the time desired by the employee. However, the District will schedule vacations to assure orderly operation of the District. If any conflict should arise where two or more employees request the same time period for vacation, seniority will be the determining factor in granting vacations in order of preference.

In the event one or more approved holidays falls within an annual vacation leave, such holidays will not be charged as vacation leave, and the vacation leave will be extended accordingly.

If an employee becomes ill or injured while on vacation leave, the time may be charged to sick leave with approval of the General Manager; however, an employee must submit a doctor's certificate in accordance with Section (c) of this Article.

Although all employees are encouraged to use their accrued vacation, an employee may be granted compensation in lieu of vacation at full pay with the approval of the General Manager; however, said compensation may not be given more than twice per calendar year and only if the employee has taken 5 consecutive working days of vacation within the past twelve months and only if after the compensation in lieu is granted, at least forty (40) hours of vacation remain in the employee's vacation account balance. The compensated days will be deducted from the employee's vacation accrual.

(G) HOLIDAYS

Employees shall receive the following 12 holidays with 8 or 9 hours of pay (depending on the length of their regularly scheduled shift on the day the holiday is observed by the District) subject to Article 15, Holiday Pay:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas	December 25
Three Floating Holidays	Discretion of employee

When one of the holidays falls on Sunday, the following Monday shall be observed. If it falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on the employee's regularly scheduled day off, the employee may take off a different day in that same work week.

The Floating Holidays may be used in one-half (1/2) hour increments. Floating Holidays may be taken at the discretion of the employee, but he must have the prior approval of the supervisor, subject to the same criteria as used to approve vacation requests. These holidays are not accumulative and shall not be carried over to the subsequent calendar year. However, employees who have unused floating holidays as of December 31, may cash out unused floating holidays in January of the next year, but may not take them as days off. No more than two employees in a particular department may take a floating holiday at concurrent times.

New full-time employees who start work for the District prior to July 1 shall accrue three (3) floating holidays for that calendar year. New full-time employees who start work after July 1 shall accrue 1-1/2 floating holidays in their first calendar year and three (3) holidays in the following calendar year and thereafter.

Part-time employees shall be eligible to take paid holidays (including floating holidays) on a pro-rated basis by comparing their regularly scheduled hours to a full-time (40 hour) per week employee. Example: a part-time employee regularly scheduled to work twenty (20) hours per week would be entitled to one-half (1/2) the paid holiday time on a District holiday (i.e., 4 hours instead of 8) and three (3) floating holidays of four (4) hours each. New part-time employees who start work for the District prior to July 1 shall accrue the three (3) days of floating holidays for that calendar year

pro-rated under the above formula. New part-time employees who start work for the District after July 1 shall accrue one and one-half (1-1/2) days of floating holidays pro-rated under the above formula.

(H) SICK LEAVE

Sick leave is provided by the District pursuant to this section, in order to promote the health and welfare of the individual employee. Sick leave permits an employee to be absent from duty without loss of pay when he/she is incapacitated by reason of illness, or when a member of the employee's immediate family must be cared for by the employee; or when an employee has been exposed to a contagious disease and a physician has determined that his/her presence on the job might endanger fellow workers, or otherwise provided by state or federal law. The specific uses of sick leave are as follows:

Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or individual for whom the employee cares (to the extent the person being cared for qualifies the employee for sick leave as set forth in Section 7 below).

The employee may use sick leave for the following purposes:

- a. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the employee's family members or individual for whom the employee cares, limited to the individuals listed in section (7) below;
- b. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

1) Accrual Rate.

Sick leave with pay will be earned by each full time employee at the rate of one day per calendar month (8 hours), up to a maximum accumulation of 60 days (480 hours). Earned sick leave will be calculated and recorded each month. Sick leave is not an earned right to time off from work. Sick leave may not be used until after the pay period in which it is earned. Accumulated sick leave will not be paid to employees upon termination of employment.

2) Notification to District.

Employees shall notify their supervisor or the General Manager, within thirty (30) minutes after the start of their workday on each day of absence. If this is not possible, notice shall be given as soon as practicable.

3) Maintenance of Contact

Sick leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor or Department Manager of their estimated date of return to work and to maintain this communication. The supervisor or Department Manager may relay this information to the General Manager.

4) Health Care Provider Certificate

A certificate from a health care provider may be required, by the District, for any sick leave in excess of three (3) working days. The certificate shall cover all days for which sick leave is taken. The District may require additional certificates for longer periods of absence, or for repeated absences, as determined at the discretion of the General Manager.

5) Health Care Providers' Release

The District may require a health care provider's written release before the employee may return to work after an absence in excess of 3 working days for illness or injury.

6) Exhaustion of Sick Leave

If an employee's absence continues beyond the period of the employee's accrued sick leave, the employee may be eligible for additional leave under the District's Family and Medical Leave Policy, or any other medical or disability leave policy if such employee meets the qualifications of such leave. All such leave shall be unpaid.

7) Sick Leave for Other Uses

An employee may elect to use sick leave for medical, dental, or vision appointments, or to take care of members of an employee's family who are ill or injured. Family in this instance shall mean spouse, registered domestic partner, father, mother, children (of any age or dependency status), grandparent, grandchild, and also includes in-laws (son, daughter, father, mother), step-children and step-parents of the employee. In the event that sick leave is taken due to the illness or injury of a family member, all other provisions of this section shall apply with the exception of Section (5).

8) Sick-Leave Buy-Back

Each year during the term of this MOU on the second pay date in December, the District will buy back 50% of the employee's annual accrual of sick leave to the extent that annual accrual results in the employee exceeding the limitation of 480 hours of accrued leave. Payment shall be made at the employee's base hourly rate as of the second pay period in December. (For example, an employee with 475 hours of accrued sick leave on January 1, takes 15 hours of sick leave during the year and accrues 96 hours during the year. The District will buy back 38 hours of sick leave at the employee's base hourly rate in December. The employee will have 480 hours of accrued sick leave at the start of the next year.)

9) Sick Leave For Part Time, Temporary and Seasonal Employees

Part time, temporary and seasonal employees' sick leave benefits are set forth in Appendix A to this Agreement. To the extent that Appendix A provides greater benefits for full time employees than is set forth in this section of the MOU, Appendix A shall control.

(I) *FATIGUE POLICY*

Employees will not be required to work in excess of sixteen (16) consecutive hours. An employee who works sixteen (16) consecutive hours will be provided an eight (8) hour recuperation time, plus up to (30) minutes travel time each way. The employee will be responsible for notifying his/her supervisor of their quitting time. If the required recuperation time extends into the employee's regular work shift, the employee will not be required to use their leave balances to offset the required time off. Instead, the employee will be paid regular time for any regularly scheduled hours that fall into the eight (8) hour recuperation time, plus up to (30) minutes travel time each way.

Fatigue situations not specifically addressed in this policy will be decided at the Director of Water Resources and Operation's discretion utilizing Joshua Basin Water District's Code of Safe Practices. It should be noted that the General Manager will have the final say on fatigue issues not specifically addressed in this policy.

ARTICLE 23. EXCUSED LEAVES OF ABSENCE

(A) *ABSENCE FOR WORK-RELATED DISABILITY*

Employees who are injured in the course of employment are placed on Workers' Compensation Leave, and receive wage loss benefits to which they are entitled under the Workers' Compensation Act. Employees may request to receive prorated Sick and/or Vacation Leave pay (to the extent that it is

accrued on the books) to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to the employee's regular base pay.

Employees are expected to inform their supervisor or Department Manager of their estimated date for returning to work and if there are any changes in that estimated return to work date. The supervisor or Department Manager may relay this information to the General Manager or others as necessary.

(B) *BEREAVEMENT LEAVE*

The District provides up to 24 hours of paid leave in the event of a death in an employee's immediate family. Immediate family in this instance will be as stated in Article 9(B), "Close Family Relative Defined." Upon the request of the General Manager, some form of proof of death, acceptable to the General Manager, may be required within ten (10) working days of return from bereavement leave.

(C) *JURY DUTY*

Employees called for jury duty will be granted a paid leave of absence for the actual time spent on jury service. A copy of the jury notice must be provided to the employee's supervisor and the Employee Relations Officer. Employees must report for work during their regularly scheduled work shift when they are relieved from jury duty. The employee must surrender the jury pay to the District, independent of any mileage reimbursement if the employee's personal vehicle is used. If a District vehicle is used, the mileage reimbursement will be surrendered to the District.

(D) *MILITARY LEAVE*

Entitlement to, and payment by the District of, salary, benefits and/or continued accrual of leave benefits for employees called for mandatory military duty (active duty, inactive duty training or National Guard duty) while on such military leave shall be in accordance with any applicable provisions of Federal and State law. All employees called to military leave shall promptly notify their supervisor and the General Manager.

(E) *PERSONAL LEAVE OF ABSENCE*

The District may grant full-time employees unpaid time off for substantial personal reasons, providing such time off does not materially affect the normal conduct of business, District services, or operating costs.

1. Duration

Approved leaves may be granted for periods of up to a maximum of 45 calendar days in any calendar year.

2. Procedure

A leave of absence or an extension thereof must be submitted in writing to the supervisor or Department Manager ten days prior to the proposed commencement date, or the expiration of any approved leave, except when medical conditions or emergency situations make such requirements impossible. Requests must be approved in writing by the General Manager, and are subject to the discretion of the General Manager.

Except as otherwise provided herein, upon return to work, the District will reinstate the employee to his or her original job, or to a position of like status and pay without loss of seniority or benefit entitlement. An employee's failure to return from leave of absence, or to present convincing reasons for not returning as arranged, will be considered a voluntary resignation.

- a) Leave without pay requested due to the employee's medical condition may be granted only after all sick leave, vacation, floating holidays and other paid leaves have been exhausted.
- b) Leave without pay requested for reasons other than the employee's medical condition may be granted only after all vacation, floating holidays and other paid leaves (except sick leave) have been exhausted.

3. Benefits

During the period of leave, arrangements must be made by the employee to pay group health, dental, life, and long-term disability insurance. Any such leave shall be unpaid, all insurance and retirement benefits, sick leave, and vacation credits will not accrue for the period of the leave.

ARTICLE 24. UNEXCUSED ABSENCE

(A) DEFINITION

An unexcused absence is defined as any unexcused failure to be present for work during scheduled working hours (including scheduled overtime). Absences that are excused are detailed in Article 25, Excused Leaves of Absence.

(J) NOTIFICATION

The District requires employees to give advance notice, when possible, of absence. If advance notice is not possible, personal notification by phone shall be given to a District Manager or Supervisor within thirty (30) minutes of the employee's scheduled start time. Employees may call into the District at (760) 366-8438 before and after business hours.

(K) ABSENCE WITHOUT NOTICE

Two consecutive days absence without notice will be grounds for dismissal. The employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.

(L) DISCIPLINARY ACTION

Chronic absenteeism, lateness, or other unusual infractions of attendance standards will be grounds for disciplinary action. Progressive disciplinary steps will be followed where appropriate.

ARTICLE 25. EDUCATION PROGRAM**(A) ON-DUTY EDUCATION**

Employees may, with prior written approval of the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects directly related to District operations or to the employee's position (or one to which he or she may reasonably aspire). In those circumstances, the District shall pay for the cost of the seminars, conferences, etc., provide transportation or reimburse the employee for mileage (at the discretion of the General Manager) and the employee shall receive pay for their time including reasonable travel time. In order to be reimbursed for meals while attended training off District property, the employee must submit a receipt and the District will reimburse the employee up to IRS per diem rates.

(B) OFF-DUTY EDUCATION

At the discretion of the General Manager, educational assistance is available to all employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. This education may occur after regular working hours at a college, vocational trade school, or through a

self-study correspondence course that leads to a certificate, license or diploma related to the District operations.

An employee may receive reimbursement for approved off-duty educational expenses (including tuition, books, required fees, and parking) up to a maximum of \$300 for any one course, not more than \$800 in any one calendar year. In order to be eligible for reimbursement an employee must meet all of the following requirements:

- A course approval request must be submitted to, and approved by the General Manager prior to starting the course.
- The employee must be employed with the District at the time the course is started and completed.
- The course must be related to work performed with the District.
- The course must be provided through an accredited institution. Correspondence courses from reputable institutions will be considered when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.

Courses shall be taken on employee's time, unless special circumstances warrant otherwise and prior arrangements have been made with his supervisor and approved by the General Manager.

A transcript must be furnished to the District showing a passing grade was received for the course. Employees are required to submit their request for tuition refund no later than six months after completion of the course. No tuition refund will be made later than six months after completion of the course. Requests for reimbursement must be supported by proper receipts for all expenditures. The amount of refund shall be determined on the following basis up to the maximums set forth in this article, or equivalent, of the course grade received: Grades C and above = full refund; Grade below C = no refund.

(C) REQUIRED CERTIFICATIONS OR LICENSES

Employees who attend classes, seminars, or tests for required certificates or licensing during their regularly scheduled working hours with prior authorization from the General Manager will be paid for their time and provided transportation (or the appropriate payment for mileage, at the General Manager's discretion) for such activity.

Employees who attend classes, seminars, or tests for required certificates or licensing during off-duty hours will be provided transportation (or the appropriate payment for mileage, at the General Manager's

discretion) for such activity. The employee will not be paid for their time for either attending the activity or for travel to or from the activity.

The District shall pay the cost or reimburse the employee the cost of the approved class, seminar or test needed for certificates or licensing required for the employee's position, whether taken during on-duty or off-duty hours. The District shall also pay the annual fees, if any, to maintain required certifications or licenses for the employee's position.

The District is investigating the need for additional certifications for Operators as a result of Chromium VI treatment requirements by the State. The District may, if additional certifications are necessary and with written notice to the Union, reopen this MOU during its term to negotiate the issues related to these certifications.

ARTICLE 26. GRIEVANCE PROCEDURE

A grievance is a charge by an employee or by the Union that management or supervisors have violated a specific provision of this Agreement or written personnel rules or written personnel policies of the District, with the exception of disciplinary actions taken pursuant to Article 27, which are not subject to the Grievance Procedure. The Grievance Procedure is the process for bringing a violation of this MOU or written District policy to the attention of management. The Union may bring violations of the Meyers-Milias-Brown Act before the California Public Employment Relations Board ("PERB"), but shall not double file both a grievance and a PERB charge for the same alleged violation. However, the Union will provide the District with at least thirty (30) days written notice before filing a PERB charge. The Union and District shall meet and confer regarding the issues in the anticipated PERB charge at least once during this period in an attempt to resolve the matter. The District agrees to toll the PERB six month statute of limitations during this meet and confer process.

An employee has the right to be represented by any other person within the General Unit or a representative from Local 1902 during this process. Any reference to days in this article implies business days.

Step 1. An employee who has a complaint shall attempt to **resolve** it with their immediate supervisor within five (5) days of the occurrence of the event giving rise to the complaint. The employee's complaint shall be presented in writing. The Supervisor shall respond to the employee in writing within five (5) days of that meeting. The written grievance must:

- Identify the specific management act to be reviewed.
- Specify how the employee was adversely affected.

- List the specific provisions of the MOU that were allegedly violated, and state how they were violated.
- Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

If a grievance is not presented or appealed within the time limits, it shall be considered settled on the basis of the preceding response. Should a supervisor fail to respond within the appropriate time limit, this shall not preclude the employee from appealing to the next step.

Step 2. If the grievance is not settled informally at Step 1, it must be presented in writing to the General Manager. The written grievance must:

- Identify the specific management act to be reviewed.
- Specify how the employee was adversely affected.
- List the specific provisions of the MOU that were allegedly violated, and state how they were violated.
- Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

The grievance, inclusive of the information listed above, must be presented for review and written response within seven (7) days of the conclusion of Step 1. The General Manager, or his designee, shall meet with all parties at least one time, and conduct such investigations, using uninvolved third parties, as they deem appropriate. The General Manager shall respond in writing within thirty (30) days after the date the grievance is received.

Step 3. If the grievant is not satisfied with the results of Step 2, the Union may request on the employee's behalf that the matter be submitted to non-binding arbitration. The employee cannot request non-binding arbitration on his/her own. The request for arbitration shall be made in writing by the Union to the General Manager, within seven (7) days of the General Manager's written response in Step 2.

The District and the Union shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least 7 arbitrators from the State Mediation and Conciliation Service. The District and the Union shall alternatively strike names off the list until there is one arbitrator remaining, who shall serve as the arbitrator for the hearing, unless the District and the Union agree otherwise. The Union shall strike the first arbitrator from the list. The arbitrator shall issue proposed findings of fact, conclusions of law and a decision.

Step 4. Within seven days of the General Manager's receipt of the arbitrator's proposed findings, conclusions and decision, the General

Manager may adopt them, amend them or reject them and adopt the result from Step 2, or another result as the final resolution of the grievance. If the District rejects or modifies the arbitrator's proposed decision, the District shall pay the arbitrator's costs in full. If the District adopts the arbitrator's proposed decision, the District and the Union will split the arbitrator's costs evenly. At the outset of the arbitration, the arbitrator will be instructed to bill the District and the Union evenly for the costs. If the District is required to pay the entire costs for the arbitrator pursuant to this section, the Union shall forward the arbitrator's bill to the District for payment.

ARTICLE 27. DISCIPLINE AND DISMISSAL

Discipline occurs when any of the following progressive actions are taken for just cause with respect to any employee in the unit: oral reprimand, written warning, suspension with or without pay, deferral or denial of a merit increase, reduction in pay, or demotion to a classification with a lower top range.

(A) TYPES OF DISCIPLINE

For just cause, the following disciplinary actions may be taken against any employee of the District by the General Manager or his designee.

- 1) Minor Discipline.
 - a) Informal Counseling: For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period of time (usually 30 days, depending on the seriousness of the issue), the employee's supervisor may repeat the measure, or use the next step. The employee's supervisor shall keep a written record of the date and substance of Informal Counseling, but the record will not become part of the employee's personnel file unless the situation leading to the warning is not corrected and more serious disciplinary procedures are deemed necessary.
 - b) Verbal Reprimand: For continued minor infractions, the employee will be issued a verbal reprimand. If the situation does not improve within a reasonable period of time (usually 30 days) the employee's supervisor may repeat the measure, or use the next step. A report of the verbal reprimand shall be placed in the employee's personnel file and this reprimand shall cite any counseling sessions that may have occurred. The employee's supervisor may reference the verbal reprimand in subsequent performance evaluations of the employee.
 - c) Written Reprimand: For more substantial infractions, or repeated minor infractions, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time

(usually 30 days), the employee's supervisor may issue repeat reprimands, or take further action. A copy of any written reprimand shall be placed in the employee's personnel file.

- d) Short-term Suspensions From Duty: For severe infractions or for persistent failure to correct deficiencies, which do not, however, justify major discipline, minor discipline in the form of a suspension from duty without pay of up to four working days may be ordered.

2) Major Discipline.

For more serious infractions of District Standards or for persistent failure to correct deficiencies noted in verbal warnings or written reprimands, major discipline may be imposed.

The following actions may be taken by the appropriate level of management in response to the performance deficiencies of regular employees. Forms of major discipline include, but are not limited to:

- a. Suspension from duty: An ordered interruption of duties for at least five working days without pay.
- b. Salary Reduction: A reduction in pay from within the employee's current range to any lower salary within that range, as such range is recorded in the District's current salary schedule.
- c. Demotion: An involuntary reduction from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes. (Demotions resulting from organizational changes, or layoffs are not disciplinary).
- d. Dismissal: Discharge from District service.

3) No Appeal of Minor Discipline.

An employee may file a response to minor discipline to be placed in his/her personnel file, but has no right of review or appeal to the Board.

However, where the minor discipline imposed is a suspension from duty without pay of four working days or less, and the employee has passed his/her probationary period, the employee is entitled to written notice (including copies of written materials upon which the notice is based) by the General Manager or designee, of the basis for the suspension without pay at the time of, or prior to, being suspended without pay. The employee shall

not be entitled to any pre-disciplinary due process rights (i.e., no "Skelly" hearing) nor to a post-disciplinary evidentiary hearing. The employee shall be entitled to post-evidentiary due process by being allowed to make a written and/or oral response to the General Manager or designee (as appropriate) regarding the notice within a reasonable time (ten working days or less) after receiving the notice.

When the employee requests to provide an oral response, the General Manager or designee shall conduct the proceeding as a "Skelly" meeting. The General Manager or designee shall issue a final decision on the suspension from duty without pay within ten working days of receiving the employee's response in writing and/or conducting the "Skelly" meeting, whichever occurs later. The General Manager or designee may affirm the discipline imposed; or, reduce or rescind the discipline imposed (and provide the employee with appropriate back pay).

4) Pre-Disciplinary ("Skelly") Procedure for Major Discipline (Applicable Only to Employees Who Have Passed Their Probationary Period).

a. Notice of Proposed Disciplinary Action: Prior to issuance of a written notice of major discipline, written notice of the proposed disciplinary action shall be given at least five (5) working days before such action is to be taken, and such notice must include:

- Notice of the proposed action.
- Reasons for the proposed action.
- A copy of any written materials relied upon by the District to support the proposed discipline.
- A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before the major discipline is imposed. The notice to the employee of the right to respond, must specify at least a five (5) working day period except as provided below. The notice of proposed disciplinary action must be in writing and signed by the Department Manager, Supervisor or designee, as appropriate. Upon receipt of the employee's response, or after conducting a "Skelly" hearing if the employee requests to respond orally, whichever is later, the Department Manager, Supervisor or designee, as appropriate, shall review the response and determine the appropriate course of action. This may include taking a more adverse action, (in which case, the employee will receive a subsequent notice as required by this article with the same opportunity to respond) imposing the same level of disciplinary action, modifying with less severe disciplinary action or rescinding the notice of proposed action.

b. Limitations and Exclusions.

1. Oral notice is insufficient as full notice for major disciplinary actions and may be given only as the initial notice in extraordinary circumstances, which call for immediate action.
2. Employees may be suspended with pay, without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment for one (1) year or more and disruption of the District's business through misconduct.

c. Notice of Disciplinary Action.

Any employee response to the proposed major discipline will be considered and a determination will be made by the Department Manager, Supervisor or designee, as appropriate, of the appropriate action to be taken by the District. The imposition of major discipline is constituted by written notice. Said notice is similar to the notice of proposed major discipline in that it contains the effective date of the major discipline, the right to appeal and specific charges upon which the major discipline is based. The effective date may be prior to the notice, provided the circumstances warranted such immediate action. The notice shall be signed by the Department Manager, Supervisor or designee, as appropriate. Notice of the time allowed for appeal and answer shall be stated in the notice. A copy of the notice shall be personally served on the employee or sent by certified mail to the employee's last known address.

(B) DISMISSAL

Dismissal, for purposes of this Article, is the separation of a non-probationary employee initiated by the District for proper cause.

Dismissal shall be preceded by at least one written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may involve but is not limited to:

1. Falsification of District records, including any material entries or omissions of information in an employment application or other District records.
2. Being under the influence of, or possessing or using alcoholic beverages or illegal drugs or controlled substances on District premises or while on District business. Consumption of alcoholic beverages or illegal drugs prior to reporting for a work shift, during a work shift, including breaks and lunch hours, and including on call duty time, shall be considered a violation of this standard.
3. Failure to submit to a drug or alcohol test after performing the conduct detailed in #2 above.
4. Failure to enroll in a state certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.
5. Failure to complete a state certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.
6. Abuse, damage or destruction of District property due to careless or willful acts.
7. Failure to observe fire prevention and safety regulations or practices, including reporting injuries, accidents or unsafe practices or conditions promptly.
8. Discourteous treatment of the public.
9. Inability or unwillingness to work in harmony with other employees.
10. Theft, fraud, carrying personal or concealed weapons or explosives, or violation of criminal laws on company premises.
11. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or District operations.
12. Threatening, intimidating, coercing, using abusive or insulting language, or otherwise interfering with the performance of other employees.
13. Insubordination or refusal to comply with lawful instructions or failure to perform reasonable duties, which are assigned.

14 . Use of District materials, time or equipment for unauthorized purposes or for personal use.

15. Disorderly or immoral conduct while on duty or while in District uniform, that negatively affects the image of the District.

16. Excessive, unexcused and/or repeated absenteeism or tardiness. For purposes of this article, this means 3 unexcused absences during a year or (2) two consecutive unexcused absences in a row or (5) tardies in a year, or (3) three consecutive tardies.

17. Operation of the District vehicle in an unlawful manner.

18. Conviction of a serious crime, including a misdemeanor or a felony, but not including traffic citations or other infractions not involving District vehicles.

19. Failure to immediately follow safe working practices or failure to report promptly an injury within 24 hours of its occurrence.

20. Violation of any of the provisions of the District's Zero Tolerance Harassment and Discrimination Policy.

(C) *APPEAL PROCEDURE FOR MAJOR DISCIPLINE*

1) Notice of Appeal and Request for Hearing before hearing officer. Any regular employee may appeal a notice of major discipline, and request a hearing before a hearing officer as provided for in these rules.

2) The notice of appeal and request for a hearing must be in writing and must be filed with a written response to the allegations in the notice of disciplinary action with the District within seven (7) working days of receipt of the notice of disciplinary action.

3) Appellant's written response must address each and every cause for discipline set forth in the notice of disciplinary action and must state specific facts or reasons as grounds for the appeal. The appeal may only address the allegations that were the cause of the disciplinary action.

(D) *HEARING PROCEDURE*

1) Hearing Officer

The District and the Appellant shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least 7 hearing officers from the American Arbitration Association. The District and the Appellant shall alternatively strike names off the list until there is one hearing officer remaining, who shall serve as the hearing officer for the hearing, unless the District and the Appellant agree otherwise. Appellant shall strike the first hearing officer from the list. The hearing officer shall issue proposed findings of fact, conclusions of law and a decision where the major discipline involved is termination. In all major discipline matters other than termination, the hearing officer's decision is binding.

2) Hearing

a. Time and Place. The District's representative will prepare procedures for conducting the hearing, and will determine the time and place of the hearing.

b. Purpose. The purpose of the hearing is to make a final determination as to the appropriateness of the action taken.

c. Parties. The Appellant and the District's representative shall attend the meeting; the appellant may bring a representative. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing, shall be deemed a withdrawal of the appeal, unless otherwise excused by the hearing officer.

3) Order of the Proceedings

a. The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and representatives, if any. The District shall first present its case on which the disciplinary action was based.

b. The hearing officer shall conduct the hearing.

4) Report of the Hearings

An electronic record of the proceedings shall be taken and maintained by the District. Costs for transcripts shall be borne by the requesting party.

5) Adjournment

The hearing may be adjourned or recessed upon the request of the hearing officer.

6) Confidentiality

The hearing shall be closed to the public unless the appellant requests an open hearing.

7) Closing of Hearing

The hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed.

8) Decision of the Hearing Officer

The hearing officer shall issue findings of fact, conclusions of law and a binding decision on all major disciplinary matters except termination. In termination matters, the hearing officer's decision is non-binding, subject to further review by the General Manager.

9) Final Decision

In all major disciplinary matters other than termination, the decision of the hearing officer in any appeal shall be binding.

In termination matters, the General Manager shall review the record of the hearing, including the hearing officer's proposed findings, conclusions and decision. The General Manager shall, within 30 days of receipt of the hearing officer's proposed findings, conclusions and decision, issue his/her own written findings of fact, conclusions of law and final decision. The General Manager's decision shall be final.

10) Status of Appellant

The imposition of any major discipline, including but not limited to a discharge, shall not be stayed by any appeal filed by an employee following issuance of the notice of major discipline. Any salary or other benefits denied shall be reinstated, only if determined to be appropriate by the hearing officer or General Manager, following the completion of any such appeal hearing.

ARTICLE 28. LAYOFF OR REDUCTION IN FORCE

Notwithstanding any other provision of this MOU, nothing in Article 27 Discipline and Dismissal, shall prohibit the District from discharging, suspending, or transferring employees upon a determination by the District that the needs of the District do not require continuance of the employee's

prior position. The procedures of Article 27 apply only to personnel actions taken for purposes of discipline.

Any employee laid off pursuant to this Article between ratification of this MOU and September 2, 2010, shall be eligible for severance pay equal to one week's salary (at the rate of pay in effect at the time of the layoff) for each full year of service given by the employee to the District at the time of the layoff. In no event shall an employee laid off pursuant to this Article receive more than 8 weeks of salary as severance pay. Severance pay shall not be owed by the District for any layoffs occurring after September 2, 2010.

Layoffs shall be implemented by seniority in each classification in which a layoff will occur. The laid off employee may, in lieu of layoff, bump down to a subordinate position (in the field for laid off field employees or in the office for laid off office employees) for which the laid off employee is qualified. The individual to be laid off from the subordinate position will also be based on seniority in that classification, and will in turn have bumping rights pursuant to this article.

ARTICLE 29. UNION

(A) UNION RIGHTS

The District and the Union agree that they will not interfere with, restrain or coerce employees or job applicants in the exercise of rights under Chapter 10, Division 4, Title 1 of California Government Code Section 3500 et. seq., commonly referred to as the Meyers-Milias-Brown Act.

The Union shall notify the District of the appointment of two Stewards and one Alternate Steward within five (5) working days of such appointment. Stewards shall be granted release time for the purpose of processing complaints or grievances, and representing employees in meetings with management, in the aggregate, a total of six (6) hours per month. The District may provide additional release time for these purposes at its discretion. If the release is anticipated to (or actually does) extend beyond 15 minutes in length, the Steward will get prior approval from their supervisor or approval to continue on release time. An alternate steward may be designated to act in the absence of the regular stewards. Employees not listed on the roster of stewards provided to the District may not be provided release time. The Union shall notify the District immediately of the removal of a Steward and of any replacement.

The District shall require stewards to submit reasonable time keeping documentation regarding the total time spent on release time. Whenever possible, stewards shall obtain prior approval from their supervisor prior to

using release time. Supervisors have the final say as to whether use of release time is authorized. Authorization shall not be unreasonably withheld. The monthly limits on release time set forth in this article do not apply to meet and confer sessions with management under the Meyers-Milias-Brown Act.

(B) USE OF DISTRICT FACILITIES

The Union may use the District Board room or the District Warehouse, with the prior approval of District and providing that there are no conflicting meetings requiring the use of the room or the warehouse. Requests to use the room must be made in writing to the General Manager at least two (2) days prior to the date requested. The Union shall indicate, among other things, the start and estimated ending times for the Union's use of District facilities. By allowing the Union to use this facility, the District is not given permission to employees to attend these meetings during times when they are scheduled to work. The Union will pay for the cost of any custodial services, security services or damages necessitated or caused by their use of this facility. If the District believes that the Union's use of the District facilities necessitates the hiring of security services, the District shall inform the Union of that belief, and the Union may decide to pay for such security services, or decline the use the District facilities.

(C) DUES DEDUCTIONS

The District agrees to provide Union dues deductions for Union members. The District shall not be liable to the Union, employees or any other person by reason of the requirements of this article for the remittance of any sum other than that constituting actual deductions made from employee wages earned.

Dues shall be deducted from the pay of each Union member who signs an authorized payroll deduction card. The Union shall notify the District of the amount of the monthly Union dues and the Fair Share Service Fees (as described in Section D below), before January of each year to be effective in January of each year. The amount of dues shall be affixed to each authorization card. The District will not deduct any pay for initiation fees, fines or other special assessments. Dues deducted shall be a specified uniform amount for each employee who is a Union member and any change in the amount of dues deducted shall be by written authorization on the District provided form, provided however, that the Union shows proof that the general membership has voted and approved any change in the amount of dues. New authorization cards specifying the new amount will be necessary. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member of the Union is in a non-pay status for an

entire pay period, and the salary is not sufficient to cover the full withholding, no dues withholding will be made to cover the period from future earnings, nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. All other legal and required deductions have priority over employee organization dues. Dues withheld by the District shall be transmitted to the office designated by the Union, in writing, at the address specified in the letter of authorization.

The Union shall indemnify, defend, and hold the District harmless against any claims made, and against any suit instituted against the District in regards to Union dues. In addition, the Union shall immediately refund to the District any amounts paid to it in error, upon discovery of the error by the Union and/or the presentation of supporting evidence by the District.

(D) AGENCY SHOP (FAIR SHARE SERVICE FEE)

All current employees in the General Unit, and new employees in the General Unit, within 30 days of their hire date, must either become a member of the Union and pay dues pursuant to Section (C) above or pay a monthly service fee equal to Union dues, less non-chargeable costs as defined by statutory or case law. After 30 days of their hire date, the District will automatically deduct from non-members all service fees payable pursuant to this section.

All employees may change their status to or from full membership to paying the service fee, or obtaining religious objector status, or vice-versa, only in the month of May in the last year of this MOU. Notice of the employees' right to change status shall be given by the Union to all unit members and to the District. Any delay in this notice beyond April 30 in the last year of this MOU, shall extend the time for employees to change their status beyond May 31 of the last year of this MOU on a day-for-day basis.

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to the Union. Such employee, however, shall be required to pay, through payroll deductions, a monthly sum equal to the service fee to one of the charitable organizations listed below. Such charitable contributions shall be made for the duration of employment or until the employee becomes a member of the Union or pays the service fee.

Angel View

Hospice of Morongo Basin

Special Olympics

Joshua Tree Kids' Club

Hi Desert Industries Foundation

Morongo Basin Unity Home

The Union shall indemnify, defend, and hold the District harmless against any claims made, and against any suit instituted against the District in regards to Fair Share Service Fees. In addition, the Union shall immediately refund to the District any amounts paid to it in error, upon discovery of the error by the Union and/or the presentation of supporting evidence by the District.

(E) ACCESS TO WORK LOCATIONS

Upon prior notice and permission from the General Manager, access to employee's work locations shall be granted to stewards and officers of the Union and their officially designated representatives for the purpose of contacting members concerning business within the scope of representation. Access to the work locations will not interfere with the normal operations of the District.

(F) BULLETIN BOARDS

Secure bulletin board space will be made available to the Union. Bulletin board space shall be used only for posting notices concerning the following subjects:

1. Union recreational, social and related news bulletins.
2. Scheduled Union meetings
3. Information concerning Union elections or their results.
4. Reports of official Union business including reports of committees or officers;
5. All material must be signed or dated by an authorized representative of the Union, or be subject to removal by the District.

ARTICLE 30. SEVERABILITY

Notwithstanding any other provisions of this policy, in the event that any article, section or subsection of this policy shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this policy, or impose additional obligations on the District, the District and the Union shall meet and confer on the affected article, section or subsection. In such event, all other articles, sections or subsections of this policy not affected shall continue in full force and effect.

ARTICLE 31. FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this MOU set forth the full and entire understanding of the parties regarding matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety. Whenever this MOU is in conflict with a District policy or Board resolution (except a Board resolution ratifying a successor MOU, implementing terms and conditions after expiration of this MOU, or agreed upon changes in wages, hours or other conditions of employment of Union members), this MOU shall prevail.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in a writing signed by both parties and ratified by the Board of Directors.

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

ARTICLE 32. DRUG AND ALCOHOL POLICY

Use of intoxicating beverages or use/possession of illegal drugs will not be permitted during working hours. The purchase or possession of alcohol while driving a District vehicle is prohibited, except in those cases where the employee is required to drive the vehicle home to be available for emergency call-out. The employee may purchase and possess alcohol in the vehicle after work hours.

An employee assigned to Stand-by Duty shall abstain from consuming any alcoholic beverage or drug while assigned to said duty. Failure to comply with this policy shall be grounds for termination. Furthermore, the employee may be liable for injuries or damages sustained as a result of his/her violation of this rule and will not be eligible for Workers' Compensation coverage for his/her own injuries unless required by state law. If an employee's supervisor has a reasonable suspicion that an employee is under the influence of alcohol or illegal drugs or a controlled substance due to the smell of alcohol on an employee's breath, their behavior or other physical manifestations, the employee will be driven to a District approved medical facility where a blood and/or urine test can be conducted. Upon written verification by a physician, at the chosen facility, that the employee did not have any alcohol or illegal drugs in their system, the employee may return to work. If the physician determines the employee did have alcohol or illegal drugs in their system, the employee will be placed on paid administrative leave pending further action by the District.

This section shall be superseded by the Department of Transportation Regulations, to the extent they conflict. The District shall provide an employee a copy of relevant regulations, or a summary, upon request.

ARTICLE 33. INCOMPATIBLE WORK

No employee may perform plumbing or District-related work for District customers off-hours. Employees shall notify the General Manager of any outside employment prior to accepting the outside employment. A conflict of interest between the outside employment and the employee's employment with the District may be grounds for discipline.

ARTICLE 34. REOPENER ON POLICY MANUAL AND HEALTH INSURANCE

The District and the Union agree that between September 2016 and September 2019, upon request of either party, the parties shall reopen negotiations over the following issues, which shall not be considered reopening the entire MOU:

New Personnel Policy Manual (Employee Handbook)

The District and AFSCME have previously started negotiations over a new Personnel Policy Manual (Employee Handbook) and shall continue to do so. The following policies will be included in that Handbook and will be negotiated in the reopener negotiations to the extent that the parties have not already reached agreement on them during the current negotiations for a successor MOU:

1. Harassment, Discrimination, and Retaliation Policy
2. Safety Boot Policy
3. Fatigue Policy
4. Employee Travel Policy
5. District Vehicle Use Policy
6. Dress, Tattoo, and Piercing Policy
7. Performance Evaluation Policy
8. Random Drug & Alcohol Testing Policy
9. Use of District Voicemail, Email, Internet, and Other Technology Policy
10. Medical Leave Policy
11. Transition Duty Policy

Health Insurance

The District may reopen negotiations, with written notice given to the Union, during the term of the MOU to negotiate changes to the health

insurance benefits provided, contributions made by the employer or the District, opt out provisions, and/or the structure of the benefit in order to avoid or minimize taxes or penalties under the Affordable Care Act, or any federal or state statute, federal or state regulation or interpretation of any of them by a court, or changes implemented by the insurance carrier provided by the District.

ARTICLE 35. LONGEVITY PAY

Effective with the first full pay period starting after ratification of this MOU by the District's Board of Directors, the District will pay longevity pay in the following amounts:

After 10 years of continuous District service: \$20.00 per month;
After 15 years of continuous District service: \$40.00 per month; and
After 20 years of continuous District service: \$60.00 per month.

Although stated as a monthly amount, the longevity pay shall be paid in each pay period in an amount equal to the monthly amounts stated above. Continuous District service preceding ratification of this MOU by the District's Board of Directors shall count toward meeting the service thresholds described above.

JOSHUA BASIN WATER DISTRICT

By: 
Curt Sauer
General Manager

Date: 5/5/17


JOSHUA BASIN WATER DISTRICT
CHAPTER OF AFSCME LOCAL 1902

By: 
Peggy Egnaw
JBWD Chapter President

Date: May 8, 2017

By: 
Bill Kline
Negotiator

Date: 5-8-17

By: 
Alan F. Shanahan
Executive President,
AFSCME Local 1902

Date: May 1, 2017

APPENDIX A

JOSHUA BASIN WATER DISTRICT PAID SICK LEAVE POLICY

The following policy applies only to part-time, temporary, and seasonal employees who are not otherwise eligible for paid sick leave benefits provided for full-time employees, which benefits exceed these requirements.

Effective July 1, 2015, California's Paid Sick Leave law requires Joshua Basin Water District (District) to provide paid sick leave to employees under the following conditions:

- Joshua Basin Water District will provide each employee with (the greater of) either three normally-scheduled work days or 24 hours of paid sick leave at the beginning of each 12-month period. An employee is not eligible to begin using any accrued paid sick leave until the 90th day of employment with the District.
- In accordance with California's Paid Sick Leave law, an employee may use (the greater of) either three normally-scheduled work days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:
 - For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)*
 - *Spouse or Registered Domestic Partner*
 - *Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)*
 - *Grandparent*
 - *Grandchild.*
 - *Sibling.*

The District may not request a doctor's note for use of the paid sick leave, when such leave is being used for purposes indicated above.

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following *with appropriate certification* of the need for such services:
 - *A temporary restraining order or restraining order.*
 - *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
 - *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
 - *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*

- *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*
- *To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.*
- An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). Reasonable advance notice means that an employee shall notify their supervisor or the General Manager within thirty (30) minutes after the start of their workday on each day of absence. If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.
- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.
- No carry-over of unused sick leave occurs from one 12-month period of employment to the next. At the end of each 12-month period, a clean slate will be created, wiping out any unused sick leave from the prior period and adding (the greater of) either three normally-scheduled work days or 24 hours, for use in the next 12 months.
- If an employee separates from the District employment and is re-hired by the District within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.
- When hiring a temporary employee through an agency, the District should confirm in writing that the temporary employee is receiving the legally-required paid sick leave benefits through the agency.