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**MEMORANDUM OF UNDERSTANDING  
FOR THE  
CLASSIFIED EMPLOYEES UNION  
SAN LORENZO VALLEY WATER DISTRICT**

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January 20, 2017 – December 31, 2019

RESOLUTION NO. 21

January 19, 2017

*Section 8.5 Revised July 20, 2017*

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**MEMORANDUM OF UNDERSTANDING**  
**CLASSIFIED EMPLOYEES UNION**  
**SAN LORENZO VALLEY WATER DISTRICT**  
**1/20/17 – 12/31/19**

**SECTION 1 – GENERAL PROVISIONS**

1.1 Parties to Understanding

This Memorandum of Understanding is made and entered into by and between San Lorenzo Valley Water District (herein after referred to as “District”) which is represented by its Board-appointed Employee Relations Officer and other designee(s) and the American Federation of State, County and Municipal Employees, Local 101 (hereinafter referred to as “Union”) which is represented by their duly designated representative(s) and other designee(s).

District and the Union have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. regarding wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix “A” attached hereto and made a part thereof. District and the Union have reached an understanding regarding these issues and have jointly prepared this Memorandum of Understanding (hereinafter referred to as “MOU”).

1.2 Term of MOU

This MOU shall be effective from January 20, 2017, and shall remain in full force and effect until and including the 31<sup>st</sup> day of December 31, 2019. This MOU shall be renewed automatically from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate it at least 90 calendar days, but not more than 120 calendar days, before December 31, 2019 or any December 31<sup>st</sup> thereafter, if it is automatically renewed. If such notice is given, the MOU shall remain in full force and effect during the entire period of negotiations. The parties shall exhaust all administrative remedies available to them pursuant to the most recently adopted San Lorenzo Valley Water District Rules and Regulations for the Administration of Employer-Employee Relations, Section 4, Impasse, prior to termination of this MOU.

1.3 Purpose

The parties hereby agree that the purpose of this MOU is to promote and provide harmonious relations, cooperation and understanding between District and the Union, and to provide an orderly and equitable means of resolving differences which may arise under this MOU.

1.4 Short Title

This document shall be known and may be cited as the "Classified Employees MOU".

1.5 Plural

Wherever the singular or plural is used in this MOU it should be construed to include the other.

1.6 Supervisor

Whenever the word "Supervisor" is used in this MOU, it shall be construed to mean the Department Head, or in the Department Head's absence, the Department Head's assigned representative.

1.7 Severability

If any provision, sentence, clause or phrase of this policy or the application of said provision, sentence, clause or phrase to any person or circumstance is for any reason held to be invalid or not in accordance with applicable provisions of Federal, State or local laws or regulation, the remainder of this policy, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Parties agree that if any of the provisions are or become in conflict with applicable law or regulation, the law or regulation will control.

1.8 Recognition

District recognizes the Union, as provided in District's Rules and Regulations for the Administration of Employer-Employee Relations, as the Exclusive Recognized Employee Union for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix "A", attached hereto and made a part thereof, as well as such classifications as may be added to this representation union by District during the term of this MOU.

1.9 Agency Shop

The Union as the exclusive representative of the employees covered by this MOU agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of positions set forth in Appendix "A" attached hereto and incorporated herein, regardless of whether they are members of the Union.

a. All employees and new hires employed in all classifications of positions set forth in Appendix "A" on or after the effective date of this MOU shall, as a condition of employment, either:

1. Become and remain a member of the Union; or
2. Pay to the Union, an agency shop service fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed agency shop service fee which meets the above criteria; or



3. Do both of the following:
  - i. Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment.
  - ii. Pay a sum equal to the agency shop service fee described above in Section 1.9(a)(2) to one of the following non-religious, non-labor, charitable funds chosen by the employee from the following charities: United Way, American Red Cross and Santa Cruz SPCA.
- b. All employees who elect membership in the Union and all employees who hereafter become members of the Union shall, as a condition of continued employment, pay dues to the Union for the duration of this MOU.
- c. The Union shall provide District with a copy of the Union's "Hudson Procedure" for the determination and protest of its agency shop fees. The Union shall provide a copy of said "Hudson Procedure" to District within thirty calendar days of the effective date of this MOU, and annually thereafter, and as a condition to any change in the agency shop service fee. The Union shall inform District of the agency shop service fee amount within thirty calendar days of the effective date of this MOU, and within thirty calendar days of any changes thereto.
- d. The Union shall provide a copy of said "Hudson Procedure" to every agency shop service fee payer covered by this MOU within sixty calendar days of the effective date of this MOU, and annually thereafter, and as a condition to any change in the agency shop service fee. Failure by an employee to invoke the Union's Hudson Procedure within thirty calendar days after receipt of the actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop service fee.

The provisions of Section 1.9(a) shall not apply during periods that an employee is separated from the representation Union but shall be reinstated upon the employee's return to the representation Union. The term separation includes transfer out of the Union, layoff, and unpaid leaves of absences with a duration of more than thirty calendar days.

Then Union shall maintain adequate itemized record of its expenditures and financial transactions and shall make available annually to District and to all employees covered by this MOU, within sixty calendar days after the end of each fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer, or corresponding principal officer, or a certified public accountant. For the purpose of distribution, District shall provide the Union with the names and addresses of all affected employees.

The Union shall indemnify, defend, and hold District and its officers, agents, representatives and employees harmless from and against any and all liabilities arising out of or relating to any claims, demands, suits, actions, orders, or judgements, or other forms of liability that arise out of or by reasons of this agency shop Section, or action taken or not taken by District under this Section. This includes, but is not limited to, District's attorney's fees and costs.

In the event that employees represented by the Union and covered by this MOU rescind "Agency Shop", all employees who are members of the Union shall remain members of the Union for the term of this MOU.

#### 1.10 Agency Shop Payroll Deductions

During the term of this MOU District shall make agency shop payroll deductions subject to the following provisions:

- a. A written District Payroll Authorization Form for this purpose shall be acceptable to and/or provided by District.
- b. A complete and properly executed written District Payroll Authorization Form shall be on file with District.
- c. All employees, and all new hires, in all classifications of positions set forth in Appendix "A" on or after the effective date of this MOU shall, within thirty calendar days, execute a written District Payroll Authorization Form for the payroll deduction of one of the options specified in Section 1.9(a). In the absence of said written District Payroll Authorization Form, District shall deduct an amount equal to the aforementioned agency shop service fees from the employee's paycheck.
- d. Payroll deductions shall begin with the payroll period which ends on the thirtieth calendar day or more following receipt by District of the properly executed written District Payroll Authorization Form.
- e. Payroll deductions shall be made on the first pay period of each calendar month.
- f. The Union shall provide District with written certification from an appropriate official as to the number of monthly amounts to be deducted. This certification notice shall be effective for all employees. Any change in the number of the monthly amounts to be deducted shall be certified as aforesaid and delivered to District at least thirty calendar days prior to the first pay period of the calendar month prior to the change becoming effective.
- g. Deductions shall be made only when the employee's earnings for the pay period are sufficient after other legally required deductions are made.
- h. Deductions for dues and agency shop service fees shall be forwarded to the Union within thirty calendar days following the end of the pay period when the deductions were made along with a list of employees' names and the amount deducted.

- i. District shall forward deductions for charitable organizations to the Union within thirty calendar days following the end of the pay period when the deductions were made, along with a list of employees' names, names of charitable organizations and the amount deducted. The Union shall forward the contribution to the appropriate organization within thirty calendar days.
- j. District shall not be liable to the Union by reason of requirements of this Section for the remittance or payment of any monies other than the constituting actual deductions made from the pay earned by the participating employee(s). In addition, the Union shall refund to District any amounts paid to them in error upon presentation of supporting evidence.
- k. The Union shall indemnify and hold District, and its officers, agents, representatives, and employees harmless from any and all liability resulting from any claims, demands, lawsuits, or any other action arising from or by reason of compliance with any provisions of this Section.

#### 1.11 Prohibition of Job Action

- a. During the term of this MOU neither the Union, nor any of their officers, agents, representatives and/or any employees, for any reason, will authorize institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work or statutory functions and obligations of District.
- b. During the term of this MOU neither District no any of its officers, agents and/or representatives, for any reason, shall authorize, institute, aid or promote any lockout of employees covered by this MOU.
- c. The Union agrees to notify all officers, agents, representatives and/or employees of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others, and agrees to take affirmative actions to encourage employees violating this Section to return to work and cease such actions.
- d. District may discharge or discipline any employee who violates Subsection (a) of this Section of this MOU, and/or any employee who fails to carry out their responsibilities under Subsection (c) of this Section of this MOU.
- e. Nothing contained herein shall preclude District from obtaining judicial restraint and damages in the event of a violation of this Section.

#### 1.12 Management Rights

It is understood and agreed that District possesses the sole right and authority to operate and direct employees of District and its various departments in all aspects, including but not limited to, all rights and authority exercised by District prior to the execution of this MOU, except as modified in this MOU. These exclusive District rights include, but are not limited to the following:

- a. Right to determine the purpose, mission and policies of District and its departments;

- b. To set for all standards of service offered to the public;
- c. To plan, direct, control and determine the operation or services to be conducted by the employees of District;
- d. To determine the procedures and standards for selection for employment and promotion;
- e. To schedule, assign and direct District employees;
- f. To determine the methods, means, and number of personnel needed to carry out District's mission;
- g. To promote, suspend, discipline or discharge for just cause;
- h. To establish work and productivity standards;
- i. To assign overtime;
- j. To lay off or relieve employees from duty due to lack of work, funds, or other legitimate reasons;
- k. To make, publish and enforce rules and regulations;
- l. To maintain the efficiency of governmental operations by exercising control and discretion over its organization and the technology of performing District work;
- m. To determine the content of job classifications;
- n. To contract out for goods and services;
- o. To introduce new or improved methods, equipment or facilities;
- p. To take any and all necessary actions as may be deemed necessary to carry out the mission of District in emergencies, provided that no right exercised or enforced during an emergency is contrary to or inconsistent with the provisions of this MOU; and
- q. To determine the amount of budget to be adopted to carry out the purpose, mission and policies of District.

#### 1.13 Voluntary Payroll Deductions

During the term of this MOU and to the extent the State of California laws permit, and as provided herein, District, in addition to deductions required by law and deductions authorized pursuant to Section 1.10, Agency Shop Payroll Deductions of this MOU, will make voluntary payroll deductions for U.S. Savings Bonds, Employee's Bank/Credit Union, Deferred Compensation, Flexible Spending Plan, Supplemental Life Insurance, and District Employee's Social Organization. The participating employee's complete and properly executed written Voluntary Authorization Form for said payroll deductions shall be on file with District. Payroll deductions shall begin with the payroll period which is fourteen calendar days or more following receipt by District of properly executed written Voluntary Authorization Form.

#### 1.14 Work Rules

District may prepare, issue, and enforce work rules, policies, procedures and safety regulations necessary for safe, orderly and efficient operation. Whenever District issues new work rules, or changes previously issued work rules, employees and the Union will be given at least fourteen calendar days prior notice before the effective date, absent an emergency, by providing written notification to the Union and by posting said work rules on Departmental bulletin boards, unless otherwise mutually agreed to by both parties. The purpose of the prior notice is to provide the Union with the opportunity to discuss said work rules with District before they become effective, if the Union so requests. Said request shall be in writing and submitted to District Manager.

#### 1.15 Substance Abuse

In order to help provide a safe work environment and to protect the public, District may require all employees to participate in a program to detect, treat and prevent substance abuse, toward the objective of avoidance of alcohol or controlled substance abuse.

#### 1.16 Amendment of MOU

No amendment or change to this MOU shall be valid or binding unless made in writing and signed by the duly authorized representative(s) of both parties.

### **SECTION 2 – EMPLOYEE RIGHTS**

#### 2.1 Time Off For Representation

A reasonable number of designated Union representatives shall be granted reasonable time off, without loss of compensation or other benefits, solely for the purpose of meeting and conferring with District's designated Employee Relations Officer or his/her duly authorized representative(s) on matters within the scope of representation.

#### 2.2 Employee Representatives

The Union shall have the right to certify two Employee Representatives and two Alternate Employee Representatives to serve as authorized "Stewards" for the Union. The Union agrees to provide District Manager with a written list of the names of the employees duly authorized as Union Stewards within forty-eight hours of certification and said list shall be kept current thereafter. District will recognize only employees designated as said authorized Union Stewards.

Said designated Union Stewards or other appropriate representative(s) or agent(s) of the Union may represent employees covered by this MOU in matter appropriate for formal grievance handling as set for in Section 10, Grievance Procedures, of this MOU. Union Stewards designated to transact such grievance handling shall first obtain permission from their immediate Supervisor and provide the purpose of said business prior to leaving their work location. Approval to leave may be denied if such an absence would cause an undue interruption of work. Whenever a Union Steward has been denied approval to leave their work location pursuant to this Section the matter shall be rescheduled to a mutually agreed upon time and date

### 2.3 Access to Work Locations

District agrees to grant the Union, and their duly authorized representative(s) or agent(s), reasonable access to work locations during normal working hours for the purpose of processing grievances, disciplinary meetings or other matters within the scope of representation, provided that the Supervisor of such work location is notified prior to entry and provided the purpose of said visit. District may require said representative to identify employee(s) they plan to contact, approximate length of the visit and specific locations to be visited. The Union agrees that such access shall not interfere with the work process, safety or security of the work area.

District may deny access to work areas if it is deemed that a visit at that time would interfere with work operations. If access is denied, the representative(s) shall be informed when such access will be made available. Such access shall not be more than twenty-four hours excluding Saturday, Sunday and legal holidays, after the time of said request, unless otherwise mutually agreed thereto.

### 2.4 Access to Information

The Union shall have access to such non confidential information pertaining to employee relations as is contained in the public records. All materials relating to benefit coverage shall be provided in a timely manner to the Union.

### 2.5 Use of District Bulletin Boards

The Union shall be granted reasonable access to District bulletin boards for the posting of notices. The use of District bulletin boards shall be restricted and subject to the following conditions:

- a. Any and all such material shall solely be related to the reasonable administration of employer-employee relations and within the scope of representation.
- b. All materials must be dated and identify the publisher.
- c. Prior to posting, one copy of any and all such materials shall be filed with District Manager at least twenty-four hours in advance, unless otherwise approved by District Manager.
- d. All material shall be removed not more than twenty-one calendar days after the publication date.
- e. No defamatory, political or libelous material shall be posted.
- f. Posting of material anywhere except on District bulletin boards is prohibited.

## 2.6 District Facilities

The Union and/or their duly designated representatives may, with prior written approval of District Manager, be granted the use of District facilities for meetings of Union, provided space is available. All such requests shall be made in writing with at least twenty-four hour advance notice and shall state the specific purpose or purposes of said meeting, unless otherwise approved by District Manager. Said meetings shall not interfere with the normal work duties of employees. The use of District equipment other than items normally used in the conduct of said meetings is strictly prohibited.

## 2.7 Written Notice

District will provide the Union with a fourteen calendar day written notice prior to any change and/or addition of any ordinance, regulation or resolution relating to matters within the scope of representation proposed to be adopted by the Board of Directors. This will provide the Union adequate time to respond and to afford an opportunity to meet with District regarding any changes or additions.

## 2.8 New Hire Information

The Union shall be notified in writing of the name and classification of all new hires into the classifications listed in Appendix "A" within the first pay period following the new employee's starting date.

## 2.9 Accessibility of MOU

District shall provide a copy of this MOU to all employees covered by this MOU. District shall provide a copy of this MOU to all new employees in the classifications of positions listed in Appendix "A" during new hire processing.

## **SECTION 3 – HIRING POLICIES**

### 3.1 Employee Residence

All employees covered by this MOU who are required to perform standby duty assignment pursuant to Section 12.2, Standby Duty Assignment of this MOU shall as a condition of their continued employment with District, be required to have their place of residence within a sixty minute response time of District Operations Building, 13057 Highway 9, Boulder Creek, California.

### 3.2 Medical Examination

When an applicant is offered employment with District, the applicant may be required to complete a prescribed general medical and physical examination before being placed on the payroll as a probationary employee. District Manager shall review the medical and physical examination report and may reject an applicant based upon lawful criteria. A California licensed physician designated and paid for by District shall conduct such medical and physical examination.

### 3.3 Audiogram

An audiogram may be required as part of the pre-employment process. Audiograms shall be provided at District expense, and subject to all other rules regarding the pre-employment medical and physical examination.

### 3.4 Probationary Period

All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than six calendar months of actual service. The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work and the employee's ability to work with other employees and for securing the most effective adjustment of a new employee to their position. Time spent on leave without pay shall not count toward completion of the probationary period. The probationary period may be extended at the discretion of District Manager. Extension of the probationary period shall be for appropriate circumstances and for a specific period of time up to and including six months. No such extension shall exceed six additional months, and no further extensions shall be granted. If the service of a probationary employee has been satisfactory, regular employment status shall begin with the day following the expiration date of the probationary period. During the probationary period the employee may be recommended for rejection at any time without cause and without right of a grievance, hearing or appeal. During the probationary period for an original or promotional appointment all employee insurance benefits shall accrue in accordance with the provisions of coverage and enrollment as exists pursuant to District's incumbent insurance providers. During the probationary period for an original appointment all employee leave benefits shall accrue but cannot be taken without prior written approval of District Manager. This does not apply to paid holidays. During the probationary period the employee shall be eligible for holiday pay.

### 3.5 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be given the opportunity to be reinstated to a position in the class from which the employee was promoted. If there is no vacancy in such position, the employee may request to be placed on a re-employment list. Such opportunity will not be given if the employee is discharged by disciplinary action pursuant to this MOU.

### 3.6 Driving Record

District may obtain driver's license information records on each employee in accordance with the California Vehicle Code. Should an employee whose job requires driving a District vehicle be determined to be uninsurable by District's insurance broker, or be without a valid California driver's license, that shall be grounds for dismissal in the absence of evidence of extenuating circumstances.

### 3.7 Driver's License

All employees covered by this MOU who are required to drive a District and/or their own vehicle for the purpose of District business are required as a condition of continued employment to obtain and maintain a Class C Driver's License from the State of California Department of Motor Vehicles. District may designate specific position classifications



which require, as a condition of continuing employment, the possession and continued maintenance of a Class A or Class B Driver's License from the State of California Department of Motor Vehicles to operate certain vehicles or equipment. District shall pay for any required physical examination for the employee to obtain and maintain said Class A or Class B Driver's License.

### 3.8 Proof of Insurance

All employees covered by this MOU who are required to drive their own vehicle on District business are required as a condition of continued employment to obtain and maintain vehicle insurance for said vehicle in accordance with applicable State of California standards. Employees who drive their own vehicle for District business will be reimbursed for mileage at the IRS standard mileage rate.

### 3.9 Employment Eligibility

All new employees shall be required to provide written evidence of the right to work in the United States of America in accordance with applicable requirements.

## **SECTION 4 – COMPENSATION**

### 4.1 Application of Salary Schedule

All job classifications, except District Manager, shall be paid a base hourly rate of pay applicable to the schedule established for that position as set forth in the Salary Schedule Appendix "B" which is attached to and made a part of this MOU. The minimum step of a salary or wage range generally shall apply to employees upon original appointment. District Manager may, when circumstance warrant, authorize original appointments above the minimum step.

### 4.2 Salary Range Schedule

The salary range schedule shall be an integrated schedule consisting of seven steps with a 5% differential between each step in the salary schedule.

### 4.3 Advancement of Pay Levels

No advancement of pay levels shall be made above the highest step established in the salary schedule for an employee's class or position except in accordance with this MOU. Advancement from step to step within the salary schedule shall not be automatic but shall be based upon merit as exemplified by recommendations of District Manager. All original and promotional appointments in the competitive service entering at the first step of a salary range shall be eligible for consideration for advancement to the second step upon completion of six months of actual service and the achievement of satisfactory standards of performance based upon a written performance evaluation report. The anniversary date for future merit increase consideration shall be adjusted to the effective date of this merit increase. Upon receiving regular employment status every employee in the competitive service shall be eligible for consideration for advancement to the next higher step, if any, whenever the employee has been compensated at a step for one year of actual service and the achievement of satisfactory standards of performance based upon a written performance evaluation report.

#### 4.4 Performance Evaluation

All employees covered by this MOU shall receive an employee evaluation at least once a year by his/her manager.

#### 4.5 Longevity

In addition to an employees' base hourly rate of pay as provided in Section 4.2, Salary Range Schedule, of this MOU, after completion of fifteen years of continuous service with District, each full-time employee covered by this MOU shall be eligible to receive a 5% salary increase upon evidence of a satisfactory performance evaluation and approval of District Manager. Eligibility for this increase must be renewed each year thereafter in the same manner as that of the end of the fifteenth year. The increase shall be paid on an hourly basis over the entire year. Failure to receive a satisfactory performance rating, and the resultant loss of the increase shall not be considered disciplinary action, as this increase is intended to be renewed each year and is a reward for both continuous service at District and satisfactory service during the previous year.

#### 4.6 Salary Schedule Adjustment

Effective as of the first payroll commencing after January 20, 2017, the salary schedule for all employees covered by this MOU shall be increased by 3.0% as a Cost of Living Adjustment (hereinafter referred to "COLA"). Effective as of the first payroll period commencing on January 1, 2018, the salary schedule for all employees covered by this MOU shall be increased by 3.0% as a COLA. Effective the first payroll commencing January 1, 2019, the salary schedule for all employees covered by this MOU shall be increased by 3.0% as a COLA.

#### 4.7 Tuition Reimbursement

District shall reimburse any employee covered by this MOU the cost of tuition and books for pertinent job related courses. For a course to be considered "pertinent" it must be an academic or vocational course taken for credit from an accredited college, university, or adult education department, and such course must improve the employee's knowledge and skills for the present position or other position within District. Any employee seeking this benefit must submit a written request for approval of eligibility prior to enrollment. Approval must be obtained from the employee's Supervisor and District Manager. Prior to reimbursement, the employee must demonstrate successful completion of the course and receipt of a passing grade. The maximum reimbursement for each employee shall be \$250.00 per fiscal year.

#### 4.8 Reimbursement for Licenses and Certificates

Any employee covered by this MOU shall be reimbursed for the cost of licenses and certificates which are required by job class specifications or approved by District Manager as a pertinent job related license or certificate. Any employee seeking reimbursement for a pertinent job related license or certificate must submit a written request for prior approval. Fees for Class C California driver's licenses shall not be reimbursed under the provisions of this Section. District shall provide reimbursement for Class A and Class B California Driver's license fees, where such licenses are required by job class specifications or approved as a pertinent job related license by District Manager.

#### 4.9 Continuing Education Reimbursement

Any employee covered by this MOU shall be reimbursed upon successful completion the cost of tuition and books for continuing education contact hours required by the State of California, Department of Public Health (DPH), Operator Certification Program. Said reimbursement shall only be for the renewal of certifications which are required by a job class specification. Any employee seeking reimbursement for a required continuing education contact hour must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the employee's supervisor and District Manager.

#### 4.10 Required Operator Certifications Reimbursement

When any employee covered by this MOU is required by job class specification to possess a valid operator certification pursuant to the State of California, Department of Public Health (DPH), Operator Certification Program, and the employee does not currently possess the DPH certificate as of the effective date of this MOU, District shall reimburse said employee upon successful completion for the cost of tuition and books for required "specialized training" in order to be eligible for the applicable certification examination. Any employee seeking reimbursement for required "specialized training" must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the employee's supervisor and District Manager.

In addition, any employee covered by this MOU, upon successful possession of applicable certifications required pursuant to this Section, shall be reimbursed the applicable examination fee and certification fee.

#### 4.11 Educational Incentive Pay

District shall provide educational incentive pay for all employees covered by this MOU who have completed their probationary period. This educational incentive pay, which shall be in addition to an employee's base hourly rate of pay, shall be based upon and added to the employee's base hourly rate of pay in accordance with the following schedule:

<b>Educational Incentive Step</b>	<b>Educational Incentive</b>
Rate E1	2.5%
Rate E2	5.0%
Rate E3	7.5%
Rate E4	10.0%

Any employee covered by this MOU may request an Educational Incentive Step upon the successful completion of a pertinent job related course and certification. To be considered "pertinent" both the course and certification must improve and advance the employee's knowledge and skills for the present position. Certifications required in job class specifications or courses reimbursed pursuant to Section 4.7, Tuition Reimbursement, of this MOU, are not applicable under this Section. Any employee seeking this benefit must submit a written request for approval of course and certification eligibility prior to

enrollment or obtainment of certification. Approval must be obtained from the employee's Supervisor and District Manager. The employee must demonstrate successful completion of the course and possession of the certification. Employees must progress sequentially through the four Educational Incentive Steps, beginning with Step E1. Furthermore, employees shall not be eligible to progress to a higher educational step unless they have been at their current Educational Incentive Step a minimum of one calendar year. No educational incentive wage will be paid or continue to be paid for any certifications or course which are a minimum requirement of a job specification.

#### 4.12 Working Out of Classification

All employees covered by this MOU who are assigned the full duties and responsibilities of a higher paying classification for two 8-hour days or more shall be considered to be working out of classification. Working out of classification includes, but is not limited to:

- a. The employee assumes a temporary position in said classification because of the creation of a short-term position; or
- b. The employee performs such duties due to the absence of a regular employee for reasons of PTO, sickness, etc.

#### 4.13 Compensation for Working Out of Classification

When an employee is determined to be working out of classification as defined in Section 4.12, Working Out of Classification, of this MOU, such employee shall be entitled to a salary increase of 5% over that employee's regular permanent position salary for the entire period said employee is working out of class.

#### 4.14 Phone or Electronic Device Assignment

District at its sole discretion, may require employees covered by this MOU to regularly carry a District provided phone or electronic paging devices. Phone or electronic paging device assignment pursuant to this Section requires that employees so assigned shall confirm to the following conditions:

- a. Continuously carry the phone or electronic paging device except when on approved PTO.
- b. Respond to District by telephone or other telecommuting device within sixty minutes of notification.

#### 4.15 Compensation for Regular Part Time Employees

Regular part-time employees shall be compensated at the hourly equivalent of an appropriate step of the applicable job classification.

#### 4.16 Requests for Salary Adjustment

An employee may request a salary adjustment to a higher step within their salary range as set forth in Appendix "B" attached to this MOU and made a part thereof. The procedure is as follows:

- a. Employee contacts their immediate Supervisor.
- b. Employee gathers information and meets with their immediate Supervisor and Department Head.
- c. Employee and Department Head meet with District Manager.
- d. District Manager shall inform the employee and Department Head of his/her decision in writing within fourteen calendar days.
- e. All above steps shall be in writing.
- f. The procedure shall have a maximum of fourteen calendar days between each step.
- g. All time spent on an employee's request for salary adjustment shall be spent on employee's time except for meetings with immediate Supervisor, Department Head and District Manager.
- h. Any request for a salary adjustment above the highest regular step in the salary range shall be rejected and not processed further.

#### 4.17 Overtime Compensation

##### a. Definition

Overtime shall be defined as all authorized work ordered and performed in a paid status in excess of forty hours in a seven consecutive day (i.e. 168 hours) pay period. Solely for the purpose of this Section the 168-hour pay period shall begin at 12:01 a.m. Thursday and continue to midnight the following Wednesday. All overtime shall have the approval of the employee's immediate Supervisor prior to actual performance of the work. The parties specifically understand that this overtime pay provision shall not apply to base standby duty compensation pursuant to Section 12.7, Standby Duty Compensation, of this MOU, and unauthorized hours of work.

##### b. Overtime Compensation

Employees covered by this MOU shall be paid one and one-half times their base hourly rate of pay for all authorized and performed hours of work in excess of forty hours paid time per week.

#### 4.18 Compensation Differential

Employees covered by the MOU, in addition to base hourly rate of pay and/or overtime rates of pay, shall be paid a compensation differential. Compensation differential is equal to one-half times their base hourly rate of pay for all authorized and performed hours of work between 12:00 midnight and 6:00 a.m.

#### 4.19 Holiday Compensation

Employees covered by this MOU, in addition to their base hourly rate of pay and/or overtime pay, shall be compensated eight hours pay, compensable at their base hourly rate of pay for working on a holiday designated pursuant to Section 6.9, Holidays, of this MOU.

#### 4.20 Compensatory Time Off

At the employee's written request and upon approval of the Supervisor, employees may receive compensatory time off in lieu of overtime cash compensation. Compensatory time off shall be compensated at the rate of one and one-half hours of compensatory time for one hour of overtime worked. Compensatory time off shall not be allowed to accumulate beyond sixty hours at any given time. The procedure for scheduling compensatory time off is the same as scheduling PTO in Section 6.3, Scheduling of PTO, of this MOU.

#### 4.21 Call Back Pay

Call Back Pay is defined as an unscheduled return to duty outside regularly scheduled work hours, assigned and scheduled overtime work hours and/or standby duty assignment pursuant to Section 12.2, Standby Duty Assignment, of this MOU. District shall provide all employees covered by this MOU with a minimum of two hours pay at the rate of one and one-half times the employees base hourly rate of pay or one and one-half times the actual hours worked, whichever is greater, when an employee has left the work premise and the employee is called back to work pursuant to this Section.

There shall not be any duplication or pyramiding of payment under this Section. An employee shall not be credited with more than one 2-hour minimum guarantee for work performed during any two hour period. Call Back Pay shall only apply when an employee is required to physically return to a work site (e.g. leave home or other off-duty location) in order to perform required duties. An employee who is called back to duty shall not be considered on duty until said employee reaches District Operations Building or job site whichever occurs first and shall end upon completion of the work for which the employee was called back to perform.

### **SECTION 5 – HOURS, DAYS OF WORK, APPLICATION**

#### 5.1 Hours, Days of Work, Application

This Section is intended to define the normal hours of work per day or per week in effect at the time of execution of this MOU. Nothing contained herein shall be construed as preventing District from retaining the exclusive right, subject to and in accordance with applicable laws and this MOU, to determine the mission of District, to direct employees in the performance of their work and to retain the authority vested by law in District and its duly elected or appointed officers.

#### 5.2 Normal Work Week and Work Days

The normal work week shall consist of forty hours per calendar week and such additional overtime as may from time to time be required in the judgment of District. The normal work week shall consist of five consecutive eight hour work days in a calendar work week interrupted by an unpaid one hour lunch period. Said hours shall normally be performed

between hours of 7:00 a.m. and 5:00 p.m. Prior to changing a normal workweek schedule, District shall give all affected employees a twenty-eight calendar day notice, notwithstanding emergencies. Assignments of a normal workweek schedule which includes Saturday and/or Sunday shall be distributed equally as practical among the employees within a specific position classification.

### 5.3 Recording Time

The minimum timekeeping interval shall be fifteen minutes. Periods of time of seven minutes or less shall be rounded down and periods of eight minutes or more shall be rounded up.

### 5.4 Rest Breaks

All employees covered by this MOU shall receive one continuous ten minutes net rest period for every four hours worked. The rest period shall be granted near the middle of each four hour work period, whenever this is feasible. Actual rest periods shall be scheduled and coordinated by the Supervisor. Rest periods are not accumulative, nor shall they be added to any meal period, PTO, compensatory time off or any other authorized absence from work. Rest periods shall be taken at the work site at the time of said break. Rest periods not taken shall be waived. Rest periods shall be considered work time.

### 5.5 Meal Breaks

All employees covered by this MOU will be given up to a one hour meal period, but not less than a thirty minute meal period, which shall typically take place between the period 12:00 noon and 1:00 p.m. The meal period shall be considered as unpaid time. The meal period may be adjusted due to necessary operational considerations as determined by the employee's immediate Supervisor.

The total time of the meal period shall not exceed one hour. If an employee wishes to take a meal period at a time other than the normal designated time period or for duration other than one hour in length, prior approval must be obtained from the employee's immediate Supervisor.

### 5.6 Alternative Work Schedules

District acknowledges that there may be benefits to District and the employees in alternative work schedules. Employees may request in writing, that their Supervisor consider an alternative work schedule. District may give consideration to such requests, within existing law and policy, but is under no obligation to approve any alternative work schedule.

## SECTION 6 – LEAVES OF ABSENCE

### 6.1 Paid Time Off (PTO)

District shall grant PTO in lieu of sick leave, personal business leave, vacation and bereavement leave for all employees covered by this MOU. Employees hired by District prior to January 1, 2017 and covered by this MOU shall be entitled to accumulate PTO in accordance with the following schedule:

<b>Years of Continuous Service</b>	<b>Hours of PTO Accrued Per Bi-Weekly Pay Period</b>	<b>Maximum PTO Accumulation</b>
Less than 5	9.23 Hours	360 Hours
Begin 6 <sup>th</sup> Year	10.77 Hours	420 Hours
Begin 11 <sup>th</sup> Year	12.30 Hours	480 Hours

All employees hired by District after December 31, 2016 and covered by this MOU shall be entitled to PTO in accordance with the following schedule:

<b>Years of Continuous Service</b>	<b>Hours of PTO Accrued Per Bi-Weekly Pay Period</b>	<b>Maximum PTO Accumulation</b>
Less than 5	6.15 Hours	280 Hours
Begin 6 <sup>th</sup> Year	9.23 Hours	380 Hours
Begin 11 <sup>th</sup> Year	10.77 Hours	440 Hours
Begin 21 <sup>st</sup> Year	12.3	480 Hours

On the first regularly scheduled payroll date which occurs on or after July 1<sup>st</sup> of each year any PTO in excess of the maximum PTO accumulation rate shall be paid directly to the employee at the employee's base hourly rate of pay in effect for the employee's regular job on said date.

### 6.2 Additional PTO

For all employees hired by District prior to January 1, 2017 and covered by this MOU who do not receive uniforms, in addition to PTO provided pursuant to Section 6.1, Paid Time Off (PTO), of this MOU, District shall grant an additional sixteen hours of PTO. Said additional PTO is granted in lieu of uniforms. The additional sixteen hours of PTO shall be accrued on July 1<sup>st</sup> of each year and added to each employee accumulated PTO balance following direct payment pursuant to Section 6.1, Paid Time Off (PTO), of this MOU for PTO of the of the maximum PTO accumulation rate.



### 6.3 Scheduling of PTO

The scheduling of PTO and the amount of PTO granted during any particular period are matters of administrative discretion. Observance of PTO must be approved in advance by employee's Supervisor except in cases of emergency. PTO requests which are greater than two work days in duration shall be submitted for approval no less than thirty calendar days prior to such leave. PTO requests which are two workdays or less in duration shall be submitted for approval no less than seven calendar days prior to such PTO. Notwithstanding the conditions contained herein regarding the scheduling of PTO, employees covered by this MOU may submit for approval PTO requests which are two work days or less in duration without the seven day advanced notice provided; however, such requests shall be limited to a maximum total of four PTO days per year. Solely for the purpose of this Section a year shall be defined as July 1 – June 30. The time during the calendar year in which an employee may take PTO shall be determined by employee's Supervisor with due regard to the interest of the employee and the orderly performance and continuity of District services.

### 6.4 Separation of Service

Any employee separated from the service of District shall receive pay for all accumulated PTO on the same day as their separation from service, unless the employee elects to receive payment over time pursuant to said Section. The amount of payment for unused accumulated PTO shall be calculated based upon the employee's base hourly rate of pay in effect for the employee's regular job on the last working day of the employee's service.

### 6.5 Pregnancy Disability Leave

Female employees who are disabled on account of pregnancy, childbirth, or related conditions may take a Pregnancy Disability Leave for a period of actual disability as certified by employee's health care provider. To be eligible employees must have timely submitted medical certification. This unpaid leave provides up to four months (which equates to 17-1/3 work weeks for full-time employees) of job protected time off. For employees whose hours vary from month to month, the job protection period will be based on a monthly four month average of the hours worked prior to commencing leave.

Employees may elect to use their accrued paid time off during their Pregnancy Disability Leave. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same position to the extent required by state law. District will provide reasonable accommodations, such as transfer to a less strenuous or hazardous position or hazardous duties, to the extent required by law and by medical certification, for conditions related to pregnancy, childbirth or related medical conditions.

Employees must give District at least thirty days' advance notice when the need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise employees must give District notice as soon as is practicable if the need is an emergency or unforeseeable.

District will continue to pay its usual portion of the employee's District-sponsored medical insurance during the Pregnancy Disability Leave for up to four months. District complies with applicable laws regarding continuation coverage and termination of insurance coverage. District may recover premiums it paid during an employee's Pregnancy Disability Leave if the employee fails to return from leave so long as the failure is not because the employee is unable to work because of continuing medical issues relating to pregnancy or other circumstances beyond her control.

#### 6.6 Family Medical Leave/California Family Rights Act

District will grant job protected unpaid family and medical leave to eligible employees for up to twelve weeks (continuous or cumulative), per twelve month calendar year period for any one or more of the following reasons:

- a. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve month period following the child's birth or placement with the employee); or
- b. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Conditions covering the leave shall include the following:

- a. Eligible employee means having been employed by District for twelve months and has actually worked for at least 1,250 hours during the twelve month period immediately preceding the commencement of the leave;
- b. Employees are required to provide District with medical verification supported by a certification from the health care provider for any leave taken relative to this Section.
- c. Employees are required to give at least thirty days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- d. Employees are required to use PTO as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this MOU.
- e. Pregnancy disability is not covered under this Section (see Section 6.5 Pregnancy Disability Leave, of this MOU).
- f. Employees retain "employee" status while on Family Medical Leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position with equivalent pay and benefits.

- g. Any request for additional leave may be made pursuant to Section 6.11, Authorized Leave Without Pay, of this MOU.

#### 6.7 Failure to Return

Any employee who fails to return to duty at the time specified on application of PTO, Pregnancy Disability Leave, administrative, or other leaves of absence shall be considered to have resigned from service with District in the absence of evidence of extenuating circumstances.

#### 6.8 Workers' Compensation

- a. Provision. For all employees covered by this MOU District shall provide Workers Compensation Insurance in accordance with State of California law.
- b. Notification. Any employee who is injured on the job or becomes ill from job-related causes shall be responsible for notifying Human Resources at the earliest opportunity.
- c. Benefits. Any employee who suffers bodily injury or illness occurring in the course and scope of employment as contemplated by the Worker's Compensation Law of the State of California shall be entitled to benefits as provided by that Law. If the employee wishes to go to their own doctor, the employee must have a fully executed copy of District's Pre-Injury Personal Physician Pre-Designation of Work Related Injury Form placed in the employee's District personnel file before an injury occurs. Said form shall indicate the name, address and phone number of the physician. If said form is not in the file, the employee must go to the employer's doctor for the first thirty days.
- d. Leaves of Absence. A leave of absence for an industrial injury or illness shall not be considered a break in service. Employees paid disability compensation as stipulated by California State Law will be allowed to supplement such compensation to full base salary with accrued PTO or compensatory time off.

#### 6.9 Holidays

- a. Approved Holidays. The following shall be paid holidays:
  - December 31, the day before New Year's Day
  - New Year's Day, January 1
  - Martin Luther King's Birthday, third Monday in January
  - 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

Friday after Thanksgiving

Day before Christmas, December 24

Christmas Day, December 25

Additionally, each employee will receive one floating holiday per calendar year (January 1 through December 31). The floating holiday must be used during the respective calendar year. Any unused floating holiday time will be forfeited by the employee at the end of each calendar year.

- b. Holiday Observance. When an approved holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday. District Office may observe additional State or local holidays as established pursuant to Government Code Section 6700 if approved by Board of Directors.

The following rules shall apply in conjunction with the December 24-25 and December 31-January 1 holiday periods:

1. When December 25 or January 1 fall on a Saturday, the previous Thursday and Friday shall be observed and credited as holidays.
  2. When December 25 or January 1 fall on a Sunday, the previous Friday and following Monday shall be observed and credited as holidays.
  3. When December 25 or January 1 fall on a Monday, the following Tuesday shall be observed and credited as a holiday.
- c. PTO. In the event an approved holiday occurs during the period an employee is on authorized PTO or compensatory time off, such holiday shall be considered as a holiday and shall not be counted as part of the employee's PTO or compensatory time off.

#### 6.10 Unauthorized Leave

Unauthorized leave is leave without authorized approval. No benefits shall accrue during a period of unauthorized leave.

#### 6.11 Authorized Leave Without Pay

Authorized leave is without pay and benefits, except as provided within this MOU, and may be granted by District Manager for a period not to exceed six calendar months during any twenty-four month consecutive period unless otherwise approved by District Manager due to extenuating circumstances. No authorized leave shall be granted except upon written request by the employee to District Manager setting forth the reasons for the requested leave. During the first three months of said authorized leave, for all employees covered by this MOU and eligible for group medical, group vision, group dental and group life insurance, the employee shall be eligible to maintain group medical coverage pursuant to California Public Employees' Retirement System (CalPERS) rules and regulations. Employees granted authorized leave who wish to continue group medical insurance

coverage while in a non-pay status shall be required to submit to CalPERS a Direct Payment Authorization Form, and make group medical insurance premium payments directly to CalPERS. District shall reimburse the employee for the actual cost of said group medical insurance premium payments in accordance with applicable provisions of this Section. District shall maintain and pay all premium costs associated with the employee portion of coverage for group vision, group dental and group life insurance programs. Solely for the purpose of this Section, the premium costs for the employee's dependent(s) portion of coverage associated with said aforementioned group insurance programs shall be the sole responsibility of the employee granted authorized leave.

In addition, during the first six months of said authorized leave, for all employees covered by this MOU and eligible for long term disability insurance program, District shall maintain and pay the premium cost of the long term disability insurance program.

PTO and all other benefits as defined within this MOU shall not accrue during authorized leave unless explicitly stated to the contrary within this Section. Time spent on authorized leave shall not be considered as time worked relative to advancement in job classifications, pay levels, longevity, or probationary period.

#### 6.12 Military Leave

Military Leave and regulations for payment pertaining thereto, shall be in accordance with the provisions of all applicable State and Federal Military Leave Codes.

#### 6.13 Jury Duty/Court Leave

Jury Duty and/or time to appear in a legal proceeding pursuant to a subpoena for testimony will be granted without any loss of credit for other leaves of absence or credit for the employee's length of service. All employees covered by this MOU shall be required to notify their immediate supervisor in advance, at the earliest opportunity, of the need for time off due to jury duty and/or due to being served with a subpoena for testimony in a legal proceeding. A copy of the jury summons or subpoena shall accompany the employee's request for time off. The employee will be required to produce a certificate from the court which shows the actual dates of attendance and an itemized account of any compensation received for such service. The employee will receive their base hourly rate of pay; however, any compensation received for jury duty and/or court leave by the employee from the court system shall be turned over to District. It is the employee's responsibility to report for work if released from jury duty or to comply with a subpoena prior to the end of the normal work day.

#### 6.14 Catastrophic Leave Program

The purpose of the Catastrophic Leave Program is to permit salary and benefit continuation for employees covered by this MOU who have exhausted all paid leave due to their own serious illness or injury. With the approval of District Manager any regular status employees may contribute prior accumulated PTO time in hourly units to any other employee for use in a catastrophic situation. The annual maximum donation during any calendar year period (January 1-December 31) shall be 50% of the donor's PTO balance at the time of transfer.

## SECTION 7 – INSURANCE

### 7.1 Life Insurance

During the term of this MOU District shall provide each active full time regular employment status employee covered by this MOU with a paid \$50,000 group life insurance policy. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by District.

### 7.2 CalPERS Group Medical Insurance

During the term of this MOU District shall maintain a group medical insurance policy in accordance with the provision of this Section for each active full time regular employment status employee covered by this MOU and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this MOU. District will provide medical insurance through the CalPERS.

District will pay a percentage of Group Medical Insurance premium as follows:

Employee Only	100% of Anthem HMO Select
Employee +1 Dependent	90% of Anthem HMO Select
Employee +2 or More Dependents	90% of Anthem HMO Select

Each employee covered by this MOU shall have the option, which may be exercised no more frequently than once each calendar year during an “open” enrollment period as determined by CalPERS and/or District, to select any medical plan provided by CalPERS. Employees who select a different group medical insurance plan other than Anthem HMO Select shall pay the difference between District percentage and actual Basic Monthly Rate of selected plan.

Employees may elect not to be covered by the CalPERS medical insurance plan, provided they provide proof to District of dual coverage from CalPERS or other approved medical coverage. Employees who decline medical insurance coverage will be eligible to receive \$175.00 per month from the aforementioned optional pretax benefits and/or a taxable cash out benefit.

### 7.3 Group Vision Insurance

During the term of this MOU District shall maintain a group vision insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this MOU and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this MOU. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by District.

7.4 Group Dental Insurance

During the term of this MOU District shall maintain a group dental insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this MOU and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this MOU. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by District.

7.5 Long-Term Disability Insurance

For all employees covered by this MOU, District shall pay all costs of a long-term disability insurance program. The long-term disability insurance shall be provided on the same terms as other insurance benefits.

7.6 Covered Employees and Dependents

For the purpose of medical, dental and vision insurance and all other plans providing dependent coverage, an employee’s dependents shall be defined by the evidence of coverage as provided by the applicable insurance carrier.

7.7 Retired Employee Medical Insurance

Effective from the date of final approval of this MOU by the Board of Directors of the San Lorenzo Valley Water District, all employees covered by this MOU who retire under the provisions of District’s retirement plan contract with CalPERS, said employees are currently eligible to continue CalPERS Medical plan coverage. District will provide a medical premium contribution for those retirees who are covered by the CalPERS medical plan in accordance with the following schedule of service with District:

Less Than 15 Years of Service	\$225.00
15 to 24 Years of Service	\$275.00
25+ Years of Service	\$325.00

7.8 Miscellaneous

The failure of any insurance carrier to provide any benefit for which is has contracted shall result in no liability to District.

7.9 Interviewing Committee

A Union representative shall be a member of the Interviewing Committee to recommend medical and dental insurance and retirement programs.

**SECTION 8 – OTHER BENEFITS**

8.1 Social Security (FICA)

Each employee covered by this MOU shall pay that employee's share of the contribution to FICA.

## 8.2 CalPERS Retirement Contribution

During the term of this MOU, District may notify the Union in writing of any mandated CalPERS pension reform requirements that necessitate a change to this MOU. In the event of a CalPERS change, the parties agree to meet and discuss the effects of the change. District shall make subsequent change to this MOU.

### Tier 1

District shall maintain California Public Employees' Retirement System (CalPERS) benefits for classic employees covered by this MOU who are first employed by District or other qualified CalPERS agency before effective date of the CalPERS contract amendment discussed in Tier 2 below, based upon the 2% @ 55 benefit formula. The formula shall be based on a three year average salary. Employees covered by this MOU shall be responsible for the full 7% CalPERS member contribution. District shall pay 0%.

### Tier 2

Effective January 1, 2013, District has amended its agreement with California Public Employees' Retirement System (CalPERS) to implement the retirement formula under Government Code Section 21535 (2% @ 62) for miscellaneous employees. The formula shall be based upon a three year average salary. These changes shall apply to all new CalPERS members' miscellaneous eligible employees. All employees covered by this MOU shall be responsible for the full 7% CalPERS member contribution. District shall pay 0%.

## 8.3 Deferred Compensation

Any employee of District may, on a voluntary basis, enroll in a deferred compensation program offered through approved District providers. An amount specified by the employee will be deducted from the employee's earnings each pay period and placed into the deferred compensation plan until such time as the employee leaves the services of District either by separation of service or service retirement.

## 8.4 Supplemental Group Life Insurance

Any employee of District may, on a voluntary basis, enroll in a supplemental group life insurance program. Upon written approval of the employee an amount specified by the employee will be deducted from the employee's earnings each pay period and placed into a supplemental group life insurance program until such time as the employee leaves the service of District either by separation of service or service retirement.

## 8.5 Uniform/Safety Shoe Allowance

The District will provide a Uniform Allowance of up to \$800.00 per fiscal year for employees who are required to wear District approved uniforms and safety shoes. District uniforms shall consist solely of clothing articles approved by the District Manager and shall include, but not be limited to blue denim pants, work appropriate shorts, shirts, jackets, hats and outerwear. The District will provide two hats per fiscal year.

District uniforms and safety shoes will be approved by the District Manager, and employees are responsible for laundering their uniform articles. Employees who are



required to wear a District approved uniform shall be responsible for reporting to work in a clean and neat fashion and maintain a serviceable uniform.

The following position classifications covered by this MOU are required to wear District approved uniforms and safety shoes:

- Electrician/Instrumentation Technician I/II
- Field Customer Service Representative I/II
- Field Services and System Coordinator
- Field Service Worker I/II
- Senior Field Services Worker
- Water Treatment and System Operator

All position classifications covered by this MOU that are not required to wear a District approved uniform and safety shoes shall be provided an allowance of up to \$150.00 for the term of this MOU for the purchase of safety shoes.

Clothing that qualifies as Personal Protective Equipment (PPE) (other than safety shoes) and is necessary for the employee's job classification shall be purchased by the District for each employee's use. PPE clothing shall be agreed upon by the District and the employee prior to purchase.

Shirts, sweatshirts, and hats purchased that include the District logo are non-taxable and any allowances provided for the purchase of such uniform items are reportable to CalPERS. Allowances provided for shorts and jeans shall be included in the employee's taxable income, but are not reportable to CalPERS. Allowances provided for the purchase of safety boots are non-taxable and not reportable to CalPERS.

The aforementioned uniform allowance for new hires shall be prorated on a month-by-month basis. District issued uniforms shall be considered District property, and the District Manager will determine if District uniforms are presentable. Any employee observed in unpresentable uniform clothing shall be required to immediately change into acceptable attire on the employee's own time in the absence of evidence of extenuating circumstances.

#### 8.6 Food Cost Reimbursement

All employees covered by this MOU shall be entitled to a reimbursement for food costs not to exceed \$15.00 in the following circumstances: 1) after working twelve or more hours on a regular work day; and 2) after working in excess of four hours on a day that is not a regularly scheduled work day. Receipts shall be submitted along with an expense report to District Manager for approval prior to reimbursement.

## 8.7 Flexible Spending Account

Subject to all applicable Internal Revenue Service guidelines and any and all other federal, state and/or local laws or regulations regarding the administration of such flexible spending plans, District will establish and maintain a flexible spending plan which allows employees covered by this MOU the option to set aside a pretax salary reduction for applicable eligible benefits. It is understood that if a third party administration is retained to provide said service, any service or administration fees will be mutually agreed upon by both parties. District retains the right to select and change the third party administrator as necessary.

## SECTION 9 – DISCIPLINARY ACTION

### 9.1 Disciplinary Action

District may take disciplinary action for just cause against any employee who has completed their probationary period by notifying the employee of the action in writing. Employees who have not completed their probationary period pursuant to Section 3.4, Probationary Period, of this MOU, may be terminated at any time for any cause, without prior notice and without right of grievance, hearing or appeal. Notification of intended disciplinary action must be in writing and served on the employee in person or by registered mail at least 72 hours prior to effective date of the intended disciplinary action, except in an emergency situation, unless otherwise mutually agreed to by the parties. The notice must be included in the employee's personnel file, and shall include the following:

- a. Nature of Action. A statement of the nature of the disciplinary action. Disciplinary action is defined as demotion, discharge, reduction in pay, letters of reprimand and/or suspension.
- b. Effective Date. The effective date of action, which shall be at least 72 hours after notice of intended discipline, is served on the employee, except in an emergency situation.
- c. Basis for Action. A statement in ordinary and concise language of the act or the omissions upon which the disciplinary action is based.
- d. Representation. A statement that any employee may be represented by any representative of the employee's choosing relative to disciplinary action. The employee shall provide written notice relative to designated representative.
- e. Entitlement to Meet with District Manager. A statement that the employee has the right to respond orally or in writing to the charges prior to said disciplinary action being taken. The employee shall advise District Manager of the request for a meeting within 72 hours after receiving the notice. If, at the employee's option, there is no meeting, District Manager shall advise the employee in writing within five calendar days after the 72 hour period expires, of his/her decision regarding the intended disciplinary action.

## **SECTION 10 – GRIEVANCE PROCEDURE**

### **10.1 Purpose**

The purpose of this grievance procedure is to provide the employee with a prompt and effective procedure that will facilitate a successful resolution of problems that may arise during the course of employment.

### **10.2 Definition**

A grievance is defined as a dispute or an allegation by an employee or a group of employees with respect to a single common issue against District alleging that an expressed written provision of this MOU has been violated, misinterpreted or misapplied.

### **10.3 Representation**

Grievant(s) may be represented by any representative of the grievant's(s') choosing in presenting a grievance. The employee(s) shall provide their immediate Supervisor or District Manager with advanced written notice relative to designated representation pursuant to grievance procedures.

### **10.4 Time Limitations**

No grievance shall be entertained or processed unless said grievance is filed in writing pursuant to Section 10.5, Step One- Informal Procedure, of this MOU, within forty-five calendar days after the date of the occurrence or forty-five calendar days after the concerned employee(s) became aware of, or should have been reasonably expected to have become aware of, the events giving rise to or surrounding the alleged grievance.

If a grievance is not presented within the time limits set forth in this Section, it shall be rejected and not processed further. If a grievance is not appealed to the next step of the grievance procedure within the specified time limit or any mutually agreeable extension thereof, said grievance shall be considered settled on the basis of the last answer.

### **10.5 Step One – Informal Procedure**

Before proceeding to the formal grievance procedures any employees covered by this MOU shall act promptly through an informal meeting with their immediate Supervisor to discuss and attempt to resolve the matter before it becomes the basis for a formal written grievance reduced to writing. Any resolution reached at this informal procedure must be in accordance with the provisions of this MOU. The time limitations specified in Section 10.4, Time Limitations, of this MOU shall include all time expended during this informal procedure.

### **10.6 Step Two**

Any employee(s) covered by this MOU who has a grievance shall submit it immediately to District Manager. The grievance shall be in writing, signed by the aggrieved employee(s), and shall contain the following information:

- a. The name of the grievant(s).
- b. Specific nature of the grievance.
- c. The date, time and place of occurrence.

- d. Specific provision(s) of this MOU alleged to have been violated, misinterpreted or misapplied.
- e. Steps, if any, taken to secure informal resolution.
- f. The corrective action desired.
- g. The name of any person or representative chosen by the employee to enter grievance.

District Manager shall make a decision regarding the grievance and shall provide the employee(s) and the Union with a written notice of such decision within fourteen calendar days after presentation of the grievance.

#### 10.7 Step Three

If the grievance is not settled and the employee(s) wishes to appeal the grievance to the Board of Directors, it shall be referred in writing to the Board within fourteen calendar days of District Manager's written decision. Appeals to the Board shall be in writing, signed by the aggrieved employee(s) and explain the matter appealed, setting forth a statement of desired corrective action. The Board of Directors shall make a decision and shall provide the employee(s) and the Union with a written notice of such decision within twenty-one calendar days.

#### 10.8 Arbitration

If the grievance is not settled in accordance with the foregoing procedures, the employee(s) may appeal the matter within fourteen calendar days to the California State Conciliation Service or other service mutually agreed to by both parties. Appeals shall be filed in writing with the California State Conciliation Service and a written copy thereof served at the same time and manner on District Manager. Upon receipt of a written request for arbitration, District and Union shall select a mutually agreeable impartial arbitrator. Within ten calendar days after receipt of the written request for arbitration, either party may request the State Mediation and Conciliation Service to submit a list of nine representative arbitrators. Each party may alternatively scratch names from the list, the first scratch being elected by lot, and the person remaining after each party has scratched four names shall be the arbitrator. It is the intent of the parties that the selection process shall be completed within thirty calendar days of the receipt of the written request for arbitration.

#### 10.9 Limitations on Authority of Arbitrator

The purpose of this Section is to allow the arbitrator to act in a judicial, not legislative, capacity to interpret the meanings of this MOU. The arbitrator shall not render findings different from the MOU, ordinances and/or resolutions. The arbitrator shall have no right to amend, modify, nullify, ignore, add to and/or subtract from the provisions of this MOU, District resolutions or District ordinances. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation and/or misapplication of the specific provisions of this MOU. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted, and shall have no authority to make a decision on any other issue(s) which has not been submitted. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with in any way, any applicable laws or rules and regulations of administrative

bodies that have the force and effect of law. The arbitrator shall submit in writing a decision within thirty calendar days following close of the hearing, or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of the MOU to the facts of the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon District and employee(s) covered by this MOU.

#### 10.10 Payment for Arbitrator

The fee and expense of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between District and the employee(s); provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript. The employee(s) shall make their one-half payment within fourteen calendar days of District's payment. If the arbitrator renders findings for the employee(s), District shall pay the full amount of the arbitration fees.

### **SECTION 11 – SEPARATION OF SERVICE**

#### 11.1 Termination by Employer

District Manager shall have full power and authority to discharge for just cause of any employee.

#### 11.2 Termination by Employee, Adequate Notice

Any employee covered by this MOU wishing to leave the service of District in good standing shall file a written resignation with District Manager at least fourteen calendar days before leaving the service of District. Such resignation shall state the effective date and reason for leaving.

### **SECTION 12 – STANDBY DUTY ASSIGNMENT**

#### 12.1 Definition

Standby duty is defined as assignment to an "on-call" status for a specified period of time. The purpose of standby duty is to provide twenty-four hours a day reliability for customer service, monitoring and operation of the water and wastewater systems, emergency call outside regularly scheduled working hours and other important duties as determined by District.

#### 12.2 Standby Duty Assignment

District will require field personnel to perform standby duty assignment for their respective department; Water Quality or Distribution. The Operations Manager will be responsible for assigning standby duty for the respective departments. The Operations Manager will determine which department employees are qualified for standby duty assignment based upon skills, qualifications and ability to perform the work. Standby duty shall be assigned on a weekly rotational basis from a list established by the Operations Manager consisting of, but not limited to, qualified volunteers. A voluntary rotational process will be the preferred method of standby duty assignment selection; however, District may assign

mandatory standby duty assignment if there are insufficient qualified volunteers as determined by the Operations Manager. Standby duty shall be rotated as equally as possible among all qualified department employees who volunteer for standby duty assignment. Qualified employees from another department may perform standby duties for said department upon approval of the Operations Manager. Standby duty assignment between departments shall not overlap and shall not be assigned back-to-back.

### 12.3 Standby Duty Period

Standby duty shall normally be assigned for a period of seven consecutive days from 5:00 p.m. Wednesday to 5:00 p.m. on the following Wednesday. Standby duty shall not overlap the employee's regularly assigned work schedule. Standby duty may be assigned for periods of time other than the normal seven day period as determined by District, but in no event shall standby duty be assigned for a period of time less than twenty-four hours, unless otherwise approved by the Supervisor.

### 12.4 Standby Duty Requirements

Standby duty requires that employees so assigned shall confirm to the following conditions:

- a. Report to work fit for duty, at any time, at District Operations Building, 13057 Highway 9, Boulder Creek, within sixty minutes of notification.
- b. Refrain from activities which might prohibit the employee's abilities to perform assigned duties.
- c. Continuously carry District provided phone and respond to District by telephone, radio or other telecommuting device.

In the absence of extenuating circumstances, any employee on standby duty assignment who fails to comply with these conditions shall not receive standby compensation for the assigned standby assignment period and may be subject to disciplinary actions.

### 12.5 Change in Schedule

Employees assigned standby duty shall be permitted to obtain replacement coverage for their required standby duty assignment from among other qualified employees. Any change made to the assigned standby duty schedule must be approved in advance by the Department Head or in the absence of the Department Head, District Manager.

### 12.6 Sickness or Emergency

In the event of sickness or unexpected emergency causing an employee to be unavailable for a scheduled standby duty assignment, when no other personnel is available to take the unavailable employee's standby duty period, the next regularly scheduled standby duty employee shall take the standby duty assignment until the scheduled standby duty employee returns to work. In the event, the regularly scheduled standby duty employee who was unavailable for duty shall take the next regularly scheduled standby duty period of the employee who assumed their standby duty assignment or as assigned by the Department Head.

## 12.7 Standby Duty Compensation

Each department standby duty assignment (one for Water Quality and one for Distribution) shall be compensated at the rate of fourteen hours of base hourly rate of pay for the employee's regular job for a normal seven-day standby duty assignment period. Standby duty assignment for periods of time other than the normal seven day period shall be compensated on a prorated basis at the rate of one and a half hours of base hourly rate of pay for the employee's regular job for each twenty-four hours of standby duty assignment.

It is understood that standby duty compensation pursuant to this Section shall include and represent complete compensation for all telecommuting activities performed while on standby duty assignment. Telecommuting shall be defined as a response by computer, telephone or other device from the employee's residence or other off duty location which does not require a physical return to duty. Solely for the purpose of this Section, return to duty is defined as an event whereby an employee is required to physically return to a work site location (e.g. leave home or other off duty work location) in order to perform required duties. When an employee on standby duty assignment is required to physically return to duty, said employee shall be compensated from the time the employee leaves the residence or other off duty location, until the time the employee returns to their residence upon completion of the job duties; or, should the employee not return to their residence, upon completion of the job duties, whichever occurs first.

When an employee on standby duty assignment is required to physically return to work said employee shall be compensated with a minimum of two hours pay at the rate of one and one-half times the employee's base hourly rate of pay or one and one-half times the actual hours worked, whichever is greater. There shall not be any duplication or pyramiding of payment under this Section. An employee shall not be credited with more than one 2-hour minimum guarantee for work performed during any two-hour period. See Section 4.20, Call Back Pay, of this MOU.

## **SECTION 13 – BENEFITS FOR REGULAR PART-TIME EMPLOYEES**

### 13.1 Regular Part-Time Employees

Part-time regular employment status employees who are scheduled to work twenty hours or more per week will be eligible for and shall receive the various benefits provided for in this MOU as follows:

a. Leaves and Holidays

PTO and holiday benefits shall be determined on a pro-rata time basis taking into account the employee's number of regularly scheduled hours of work per week.

b. Insurance

Regular part-time employees shall receive no insurance benefits.

### 13.2 Advancement of Pay Levels Regular Part-Time Employees

Regular part-time employees shall be eligible for consideration for advancement in pay levels in accordance with Section 4.3, Advancement of Pay Levels, of this MOU, based upon merit and a pro-rata time basis taking into account the employee's number of regularly scheduled hours of work per week.

## **SECTION 14 – TIME TABLE FOR SUBMISSION OF REQUESTS**

### 14.1 Priority of Negotiations

The Union has the right to expect the Employee Relations Officer to give high priority to these negotiations to ensure that employees are continuously covered by a MOU. If by mutual consent negotiations are delayed, District and all employees covered by this MOU will continue to adhere to the last enacted MOU.

## **SECTION 15 – MISCELLANEOUS**

### 15.1 Outside Employment

In the event an employee covered by this MOU is self-employed or accepts employment other than District which affects their duties under the terms of this MOU, said employee shall be considered to have resigned from the service of District in the absence of evidence of extenuating circumstance. A leave of absence will not be granted to enable an employee to accept employment elsewhere or for self-employment.

### 15.2 CalPERS Pre-Tax Payroll Deduction Plan

Pursuant to all applicable CalPERS rules and regulations, District agrees to initiate a request to participate in the CalPERS Pre-Tax Payroll Deduction Plan for service credit purchase(s). It is expressly understood by both parties that authorization and approval of said plan is the jurisdiction of CalPERS.

### 15.3 Subcontracting

It is the general policy of District to continue to utilize its employees to perform work they are qualified to perform. However, District reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, and improved work product or emergency. Except where an emergency situation exists, before District changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which shall result in the loss of employment for employees covered by this MOU, District will notify the Union and offer Union an opportunity to discuss desirability of subcontracting such work.

### 15.4 Reopening of MOU

During the term of this MOU either party may notify the other in writing of its desire to reopen this MOU, provided such reopening shall be solely limited to the consideration of a CalPERS contract amendment. It is understood and agreed that the parties shall discuss the shared costs associated with the implementation of any CalPERS contract amendment(s) for the modification of retirement contract coverage.

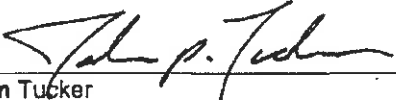


## 15.5 Entire MOU

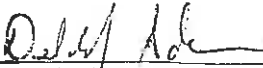
This MOU which establishes and authorizes wages, hours, and other terms and conditions of employment for those employees in the classification of positions set forth in Appendix "A" attached hereto and incorporated within, completely supersedes and cancels all prior practices and MOU's whether written or oral, howsoever the same may be expressed, which are contrary to or in conflict with this MOU, including resolutions and ordinances of the Board of Directors, unless expressly stated to the contrary herein and this MOU is the complete and entire MOU between the parties and concludes collective bargaining for its term. The parties hereby acknowledge that during negotiation which resulted in this MOU, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law and that the understanding and MOU arrived at by the parties after exercise of that right and opportunity are set forth in this MOU. Therefore, both parties for the duration of this MOU, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter referred to or covered in this MOU, including the impact of District's exercise of its rights as set forth herein on wages, hours, terms and conditions of employment.

\* \* \* END \* \* \*

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 101**

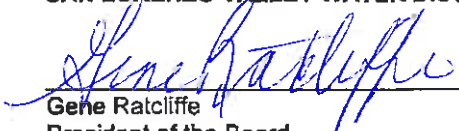
  
\_\_\_\_\_  
Jim Tucker  
Business Agent

DATED: 1/19/17


  
\_\_\_\_\_  
Dellef Adam  
Chapter President

DATED: 1-13-2017

**SAN LORENZO VALLEY WATER DISTRICT**

  
\_\_\_\_\_  
Gene Ratcliffe  
President of the Board

DATED: 1/19/17

  
\_\_\_\_\_  
Brian C. Lee  
District Manager

DATED: 1/19/17

## **APPENDIX "A"**

### **CLASSIFICATIONS REPRESENTED BY UNION**

Electrician/Instrumentation Technician I/II  
Senior Water Treatment and System Operator  
Network Specialist  
GIS/CAD Specialist  
Water Treatment and System Operator  
Senior Field Services Worker  
Field Customer Service Representative I/II  
Field Services and System Coordinator  
Field Services Worker I/II  
Customer Service Representative I/II  
Accounting Clerk

**APPENDIX "B" – SALARY TABLE**

APPENDIX "B"  
SAN LORENZO VALLEY WATER DISTRICT  
CLASSIFIED EMPLOYEES UNION  
BASE SALARY SCHEDULE  
EFFECTIVE AFTER JANUARY 20, 2017

Monthly Salary								
RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
168	Electrician / Instrumentation Technician II	\$6,179	\$6,488	\$6,812	\$7,153	\$7,510	\$7,886	\$8,280
166	Electrician / Instrumentation Technician I	\$5,884	\$6,179	\$6,488	\$6,812	\$7,153	\$7,510	\$7,886
163	Senior Water Treatment and System Operator	\$5,842	\$6,134	\$6,441	\$6,763	\$7,101	\$7,456	\$7,829
159	Network Specialist	\$5,963	\$6,261	\$6,574	\$6,903	\$7,248	\$7,610	\$7,991
148	GIS / CAD Specialist	\$5,220	\$5,481	\$5,755	\$6,043	\$6,345	\$6,662	\$6,995
144	Water Treatment and System Operator	\$5,311	\$5,576	\$5,855	\$6,148	\$6,455	\$6,778	\$7,117
134	Senior Field Services Worker	\$5,034	\$5,285	\$5,550	\$5,827	\$6,118	\$6,424	\$6,746
124	Water Conservation Specialist	\$4,887	\$5,131	\$5,388	\$5,657	\$5,940	\$6,237	\$6,549
121	Field Customer Service Representative II	\$4,700	\$4,935	\$5,182	\$5,441	\$5,713	\$5,999	\$6,298
120	Customer Service Field Representative & Field Services and System Coordinator	\$4,691	\$4,925	\$5,171	\$5,430	\$5,701	\$5,987	\$6,286
110	Field Services Worker II	\$4,467	\$4,690	\$4,925	\$5,171	\$5,430	\$5,701	\$5,986
106	Field Customer Service Representative I	\$4,476	\$4,700	\$4,935	\$5,182	\$5,441	\$5,713	\$5,998
105	Customer Service Representative II	\$4,476	\$4,700	\$4,935	\$5,182	\$5,441	\$5,713	\$5,998
102	Accounting Clerk	\$4,263	\$4,476	\$4,700	\$4,935	\$5,182	\$5,441	\$5,713
101	Customer Service Representative I	\$4,263	\$4,476	\$4,700	\$4,935	\$5,182	\$5,441	\$5,713
100	Field Services Worker I	\$4,252	\$4,464	\$4,688	\$4,922	\$5,168	\$5,427	\$5,698

Per MOU these salaries increase by 3% annually

3.000%