



**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN DIEGO COUNTY WATER AUTHORITY**

and

TEAMSTERS LOCAL 911

July 1, 2021 – June 30, 2023

TECHNICAL/SUPPORT UNIT
PROFESSIONAL/ADMINISTRATIVE UNIT
MANAGERIAL/SUPERVISORY UNIT

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PREAMBLE

This Successor Agreement (“Agreement”) is entered into by and between the San Diego County Water Authority (hereafter “Water Authority”) and the Teamsters Local 911 of the International Brotherhood of Teamsters (hereafter “Union”). This Agreement is entered into pursuant to the Myers-Milias-Brown Act (Government Code Section 3500 et seq.) and has been jointly prepared by the parties. This Agreement is intended to revise those Articles of the parties’ existing Memorandum of Understanding (“MOU”), effective July 1, 2019 through June 30, 2021, as specified below. Except as expressly modified below, all terms and conditions of the MOU will remain in full force and effect for the term of this Agreement.

ARTICLE 1: RECOGNITION

The Union is recognized as the exclusive representative of the full-time and part-time regular and probationary Water Authority employees assigned to the job classifications listed in Appendix "A" to this Agreement, which are organized into bargaining units referred to as the Technical/Support Group, Professional/Administrative Group, and Managerial/Supervisory Group. As used in this Memorandum, the terms Group, bargaining unit, and unit all have the same meaning.

ARTICLE 2: UNION SECURITY AND RIGHTS

2.1 Union Dues

The Water Authority will honor an employee’s authorization for Union dues as certified in writing by the Union to the Water Authority. Deductions for Union dues will start the first full pay period after the Water Authority receives written certification from the Union that the employee has provided written authorization to the Union for the deduction. The Water Authority will remit the deducted dues to the Union as soon as possible after receiving the certification from the Union.

Employee requests to authorize, change or modify dues deductions will be directed to the Union rather than the Water Authority. The Water Authority will rely on the Union’s certification regarding whether an authorization/change in deductions has been requested by the employee. Notice of changes to deductions and/or the calculation formula and rate for the deductions previously certified by the Union must be received by the Water Authority at least thirty (30) calendar days prior to the change becoming effective. The change will be implemented by the Water Authority the first full pay period following the notice period.

The Union will not provide the Water Authority a copy of the employee’s authorization unless a dispute arises about the existence or terms of the authorization.

The Union will indemnify and hold harmless the Water Authority for any claims regarding such deductions.

2.2 Bargaining Unit Information

Upon request from the Union, but not more than once every six (6) months, the Water Authority shall supply the Union with a list of the names, and classifications of all employees in each group.

2.3 Notice and Opportunity to Meet and Confer

Except in case of emergency, or in event of unanticipated significant economic or operational crisis, as determined by the Water Authority, the Union shall be given reasonable advance written notice of any resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Water Authority and shall be given the opportunity to meet and confer or meet and consult, as appropriate, with the appropriate Water Authority representatives prior to adoption.

2.4 Bulletin Boards

The Union shall be provided suitable and adequate space on bulletin boards at reasonable work locations for posting information concerning official Union business and activities. This provision includes electronic bulletin boards which refers to the intranet system provided by the Water Authority. All postings shall contain the date of the posting and the identification of the document as a Union-sponsored publication. All postings shall be done by an authorized Union representative.

2.5 Use of Facilities

Union representatives shall have the right to use Water Authority facilities and equipment at the site at reasonable hours for Union meetings of Water Authority employees during their non-work hours when such facilities are not otherwise in use, and subject to the following conditions:

2.5.1 Procedures: The Union representatives will follow standard facilities or equipment use procedures for the reservation and use of facilities or equipment.

2.5.2 Activities: The requested activities or use will not interfere or interrupt normal Water Authority operations.

2.5.3 Equipment: The use of Water Authority equipment, other than items normally used in the conduct of meetings, is not permitted. The Union

shall reimburse the Water Authority for any materials consumed while using Water Authority equipment.

2.6 Notice to Employees of Union Status

When a person is hired in any of the classifications listed in Appendix "A," the Water Authority shall notify that person that the Union is the recognized bargaining representative for the employee's representation bargaining unit and give the employee a current copy of this Memorandum.

2.6.1 Notice of New Employee Orientation

The parties acknowledge that the Authority provides a new employee orientation ("orientation") to all new employees hired by the Authority, where employees are advised of their employment status, rights, benefits, duties and responsibilities, but does not distinguish between bargaining units in conducting the orientation. Portions of the orientation may occur in person, online, through electronic communication, and/or mail.

Whenever possible, the Union steward(s) will be provided at least ten (10) calendar days' advance notice of a hire date of a new employee from Human Resources. The Union will be given a thirty (30) minute time slot on the new employee orientation schedule developed by the Water Authority, for one (1) representative of the Union's choosing to present Union membership information to the new employee on a date, time, and location of the Union's choosing.

For the 30-minute orientation, the Union agrees to select a representative, date, time, and location that does not cause undue disruption to Water Authority business operations. The Authority agrees to release the selected representative for this purpose unless unusual operational needs interfere with such release, in which case the representative and the Union will be provided an explanation of why the representative cannot be released on the selected date and time and offered the option of selecting a different representative or modifying the originally selected date and time. Under no circumstances will the representative's participation in the new employee orientation generate overtime.

Whenever possible, the Union agrees to notify Human Resources at least two (2) business days prior to the employee's hire date of the date, time, location, and representative selected for the Union orientation, so all relevant information can be incorporated into the new employee's orientation schedule.

Authority representatives will not be present during the Union portion of the orientation. The Union agrees that during its portion of the orientation, it will not engage in speech that could cause substantial disruption or material interference with Authority activities.

2.6.2 Personal Data of New Employees

The Authority agrees to provide the name, job title, department, work location, work, home, and personal telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire, or by the first pay period of the month following hire. Additionally, the Authority will provide the Union with a list of the same information for all employees in the bargaining unit at least every 120 days.

ARTICLE 3: REPRESENTATION

3.1 Stewards

As long as there is no disruption of work, the Water Authority allows reasonable release time without loss of pay and benefits for a reasonable number of recognized Union representatives for the purpose of meet and confer and for grievance representation. The Union shall designate in writing to the Water Authority the names of Union Stewards. Reasonableness is determined by the General Manager but is generally considered to be one steward for grievance meetings and all stewards for representatives meetings.

3.1.1 Grievance Meeting: A meeting of the steward(s) and employee(s) in the bargaining unit related to a grievance.

3.1.2 Representatives Meeting: A meeting with Water Authority representatives.

3.2 Handling Grievances

The parties understand and agree that the handling of grievances will not unreasonably interfere with the work duties of the steward, the employee grievant or other bargaining unit employees. Accordingly, the steward will first attempt to perform necessary grievance responsibilities on non-work time. Release time is subject to the legitimate scheduling needs of the department. A steward who is released by a supervisor to investigate a grievance or to meet with Water Authority representative shall promptly return to their assigned duties.

A steward shall notify and receive prior approval of their immediate supervisor before leaving their work site. The immediate supervisor will authorize the steward to leave their work unless the immediate needs of the Water Authority, as determined by the supervisor, require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably expect to be released from their work assignment.

When a steward desires to contact an employee at their work location, the steward shall first contact the immediate supervisor of that employee, advise the supervisor

of the nature of the business, and obtain permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless the needs of the Water Authority as determined by the supervisor require the employee's presence at their work site in which case the supervisor will notify the steward when they can reasonably expect to contact the employee.

3.3 Union Representative

An authorized representative of the Union who is not a Water Authority employee shall be permitted reasonable access to work locations for the purposes of assisting represented employees in processing grievances and observing working conditions. This right shall be exercised reasonably, and the exercise of this right shall not interfere with Water Authority work and operations. The Union shall provide and maintain with the Water Authority a written list of authorized representatives who may be granted work site access pursuant to this Section. An authorized Union representative shall request access to work sites from the designated Water Authority representative(s) a reasonable amount of time before visiting the work site.

3.4 Meet and Confer Representatives

Union representatives, in a number agreed to by the Union and the Water Authority, who are Water Authority employees, shall be allowed a reasonable amount of time off without loss of pay and benefits for formal meet and confer meetings with the Water Authority. It is agreed and understood by the parties that the Union and the Water Authority shall be subject to and abide by the meet and confer obligations set forth under the Meyers-Milias-Brown Act, Government Code section 3505 and the Water Authority Administrative Code, section 2.20.100.

3.5 Self-Representation

Nothing contained in this Agreement shall be construed to discriminate against any individual who chooses to exercise their right to self-representation under Government Code section 3502 or to limit or to abridge that right.

ARTICLE 4: PERSONNEL PRACTICES

4.1 Definitions

4.1.1 Promotional Opportunities: For purposes of this Article, a "promotional opportunity" shall consist of the upgrading of a bargaining unit member from a position in one classification to a position in another classification with a higher salary range.

4.1.2 Location Transfer: A "location transfer" shall consist of a change in work location of a bargaining unit member within the same classification, same number of work hours, and same pay, within the Water Authority. A location transfer does not encompass the process of assignment or reassignment of responsibilities within the department or present work location. A location transfer may be initiated by a bargaining unit member ("Employee Requested") or by the Water Authority ("Administrative").

4.2 **Posting of Vacancies**

All represented positions declared vacant shall be posted by the Water Authority at each major work location within the Water Authority for five (5) working days. All applications received through the five-day period shall be reviewed, considered and the applicants notified of their status prior to outside advertising. The posting shall consist of the general job description and the posting and closing dates. All reasonable attempts will be made to notify any employee who is on authorized leave of any vacancies prior to advertising outside. The Water Authority agrees to provide secured glass enclosed bulletin boards for job postings at each major work location within the Water Authority.

Human Resources will advise in-house candidates of the results of any interviews orally when a decision is reached and will follow with a written confirmation. Any unsuccessful in-house candidate may meet with the Supervisor of the position or a Human Resources Analyst to discuss how the employee can improve him/herself for consideration in future vacancies.

Upon the request of the applicant, the Water Authority will review and discuss the application of the in-house candidate relative to meeting the minimum qualifications for a posted vacant position.

4.3 **Employee Requested Transfer**

A permanent member of a bargaining unit may request, in writing, a transfer from one group position classification to another position classification in the group as defined in 4.1.2. The written request shall be submitted to the Water Authority on the appropriate form within the five (5) day posting period.

4.3.1 Selection: For purposes of selection between two or more unit members requesting transfer and other applicants for a vacant position, the Water Authority shall consider the qualifications, experience, competence and seniority of the unit members.

4.3.2 Seniority: When the Water Authority has considered either two or more group members or a group member and another applicant to be equal on the basis of qualifications, experience and competence, the group

member with the most seniority shall be selected for transfer to the vacant position.

- 4.3.3 Notification: The Water Authority shall notify the group member requesting transfer, in writing, of the Water Authority's acceptance or denial of the request.
- 4.3.4 Opportunities: Qualified group are encouraged to apply for promotional opportunities.
- 4.3.5 Promotional Probationary Period: A group member who is promoted will serve a six (6) month probationary period in the new position. A promoted bargaining unit member will be evaluated once prior to completing three (3) months of a promotional probationary period and again prior to completing six (6) months of a promotional probationary period. A group member who is rejected or deemed to be unsatisfactory during or upon the termination of their promotional probationary period is eligible for the following unless dismissal charges are filed against them: reinstatement to the position held immediately prior to promotion, if available; assignment to a position in the classification held immediately prior to promotion, if available; or assignment to a position in a lower classification for which the employee qualifies.
- 4.3.6 Pay Scale: An employee who is promoted to a position which has a maximum pay rate which is higher than the maximum pay rate for the employee's current position, will be placed at either the minimum rate for the new classification or at a rate which is at least 5% higher than the employee's current pay rate, whichever is greater. If an employee is promoted within six weeks (42 calendar days) prior to the employee's performance review date for the employee's current classification and is eligible for a merit increase, the employee's current supervisor will complete a performance review and make a recommendation regarding the merit increase.

4.4 Administrative Reassignment

A group member may be administratively reassigned at any time in the best interests of the Water Authority provided that such reassignment is not arbitrary, capricious, or discriminatory in nature. The reassigned member will be notified in writing of the reasons for the reassignment.

4.5 Personnel Files

- 4.5.1 Files: The personnel file of each employee shall be maintained by the Water Authority's Human Resource Division. Except as otherwise provided by law and/or Water Authority rules and regulations, no

adverse employment action shall be taken against a bargaining unit member based upon materials which are not in the personnel file.

4.5.2 Review: A bargaining unit member and/or a Union representative/steward authorized by the unit member may review and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.

4.5.3 Notification: A bargaining unit member shall be provided with copies of any derogatory written material before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and review the material. Any written response prepared by the unit member shall be attached to the material and placed in the personnel file.

4.5.4 Statute of Limitation: With the exception of performance evaluations, derogatory written materials shall be removed from a personnel file after three (3) years at the unit member's request, so long as the employee has not received additional discipline in the form of a written reprimand or greater within the three year period. In the event there is additional discipline in the form of a written reprimand or greater within the three-year period, the three-year period will reset as of the date of the most recently imposed subsequent discipline.

4.6 Seniority

For purpose of this Memorandum, "seniority" shall mean a bargaining unit member's total length of continuous service with the Water Authority.

4.7 Initial Probationary Period and Regular Status

4.7.1 Initial Probationary Period: Upon initial employment, all bargaining unit members shall serve a probationary period of twelve (12) months. The probationary period shall not be complete until the bargaining unit member has actually provided service for 365 days or 2080 hours. During the initial probationary period, a bargaining unit member serves at the discretion of the Water Authority and may be discharged for any reason without recourse or appeal.

4.7.2 Regular Status: In order to achieve regular status, an employee must successfully complete the initial probationary period and receive a satisfactory performance evaluation by their supervisor. A regular employee is subject to discipline and discharge as set forth in the Water Authority's Administrative Code.

4.8 Layoff and Recall

Technical/Support Unit: Whenever a bargaining unit member is laid off, the order of layoff within the classification shall be determined by the total length of paid service. The employee who has been employed the shortest time shall be laid off first. For a period of two (2) years after the effective date of the layoff, recall shall be in reverse order of layoff. An employee's bumping rights will be determined when a layoff is planned.

Managerial/Supervisory and Professional/Administrative Unit: Whenever a bargaining unit member is laid off, the order of layoff within the affected classification shall be determined by the total length of paid service within the affected classification. The employee who has been employed the shortest time within the affected classification shall be laid off first. An employee's bumping rights will be determined when a layoff is planned.

Whenever it becomes necessary to reduce the number of employees in any classification, the order of layoff shall be as follows:

- a. The order of layoff will be determined by the length of continuous service in the affected classification.
- b. Whenever two (2) or more employees have identical service in the affected classification, the order of layoff will be determined by the length of continuous service at the Water Authority.
- c. Whenever two (2) or more employees have identical service in the affected classification and total service at the Water Authority, the order of layoff shall be determined by the General Manager on the basis of performance.
- d. Employees to be laid off in a particular classification have the right to demote to a lower classification to a position previously held within the Water Authority for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position and has Water Authority seniority over other employees in the lower classification. This right to demote to a lower classification shall not apply to Water Authority employees who have been promoted to classifications outside of the bargaining units.
- e. The name of each laid off employee shall be placed on a re-employment list for a period of twenty-four (24) months and the employee be given the first opportunity to return to the position from which the employee was laid off in the reverse order of layoff. In addition, employees on the re-employment list shall be notified of vacancies at the Water Authority and allowed to apply for such vacancies during the five (5) working day internal posting period set forth under Section 12.8 of this Agreement. Employees may maintain current telephone contact information with Human Resources. The Human

Resources Office will attempt to call eligible employees on the first day of posting.

The Water Authority may abolish any position or employment, and the employee may be laid off without taking disciplinary action and without the right of appeal. The Water Authority agrees to notify and meet with the Union sixty (60) calendar days prior to any layoff for the purpose of conferring over the impact and implementation of said layoff and to discuss alternatives and options. However, the General Manager shall retain the final decision with respect to the classification and numbers to be laid off.

Persons to be laid off shall be given at least sixty (60) calendar days prior notice.

4.9 Compulsory Leave

The Water Authority reserves the right to remove from duty any employee who appears to be incapacitated by illness or injury, that puts the employee, the Water Authority, or the public at risk, subject to a reasonable effort by management to obtain concurrence of a Union Steward.

4.10 Separation from Water Authority Employment

4.10.1 Return of Water Authority Property: An employee who separates from Water Authority employment shall return to their supervisor all equipment, supplies, keys, identification cards, and other Water Authority property upon request, but no later than the last day of employment.

4.10.2 Payment of Accrued Benefits: Except as otherwise provided in the San Diego County Water Authority Defined Benefit Pension Plan (Terminal Pay Plan, see Article 7.10 of this Memorandum), payment for all accrued vacation, sick leave, holiday credits, and compensatory time shall be paid in full to an employee in accordance with the governing laws and in accordance with the accrual limits described in the respective policies.

Taxes will be calculated as if payments had been made in 80-hour increments.

ARTICLE 5: HOURS AND OVERTIME

5.1 Work Schedule Defined

Work schedule is defined as the number of hours per day and specified days in a pay period. The Water Authority currently has in place four work schedules which include consecutive days off: five days, eight hours per day (5/8s); four days, ten hours per day (4/10s); nine days, forty-four hours within the first seven days and thirty-six hours within the second seven days (44/36), and seven days, twelve hours per day (7/12s). The 7/12 schedule is worked only by designated positions in the Operations and Maintenance Department.

5.2 Work Schedule Changes

Work schedules are determined by the Water Authority, taking into consideration staff efficiency, customer service, cost, productivity, service to the community, and the needs of the Water Authority to provide a reliable and safe supply of water to the San Diego region. Taking these considerations into account, the Water Authority retains the right to modify current work schedules, provided that the affected bargaining unit representative is provided at least ten (10) working days written notice of the proposed change and given an opportunity to meet and confer over the impact of such proposed change prior to implementation. The ten (10) day notice requirement may be waived by the agreement of the affected employee and notice to the bargaining representative or in the case of an emergency affecting Water Authority operations.

5.2.1 Administrative Workweek: The administrative workweek shall consist of seven (7) consecutive calendar days, commencing Friday and concluding the following Friday. For purposes of determining overtime under the Fair Labor Standards Act (FLSA), during the 44/36 work schedule where any unit member is scheduled to work five (5) consecutive days, totaling more than (40) forty hours, the employee's work period shall end exactly four (4) hours after the employee commences work on the fifth consecutive day, resulting in a work period of forty (40) hours.

For the 7-day/12-hour work schedule, the Administrative Workweek shall consist of seven (7) consecutive calendar days, commencing Saturday and concluding the following Saturday. For purposes of determining overtime under the Fair Labor Standards Act (FLSA), the employee's workweek shall end exactly six (6) hours after the employee commences work on the fourth consecutive day, resulting in a workweek of forty-two (42) hours, followed by a workweek of forty-two (42) hours that commences immediately following the end of the prior workweek; hours in excess of forty (40) in each workweek are eligible for overtime. Under this schedule, the employee works

eighty-four (84) hours over seven (7) consecutive days comprised of two (2) workweeks followed by seven (7) consecutive days off.

5.3 Overtime

Overtime conferred by this Memorandum is defined under section 5.3.1. The “time worked” shall include, for purposes of computation, holidays, sick leave, vacation, compensatory time off, and other paid leaves. The parties to this Memorandum expressly understand and agree that the calculation and payment of overtime for group members shall be strictly and exclusively governed by subsections 5.3.2 and 5.3.3.

5.3.1 Time Worked: For purposes of overtime computation, “time worked” shall include holidays, sick leave, vacation, compensatory time off, and other paid leaves.

5.3.2 Compensation: Overtime for regular full-time employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for overtime worked from the end of a regularly scheduled shift to a total of twelve (12) consecutive hours worked. Overtime shall be compensated at the rate of two (2) times the regular rate of pay for all hours worked in excess of twelve (12) hours in any twenty-four (24) hour shift or in excess of ten (10) hours of overtime in any one week or for overtime worked between 12:01 a.m. and 6:00 a.m. Two (2) times the regular rate of pay will be paid for overtime worked on any Sunday or holiday.

5.3.2.1 Full Time Employees: Overtime for regular full-time employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for overtime worked from the end of a regularly scheduled shift to a total of 12 consecutive hours worked. Overtime shall be compensated at the rate of two (2) times the regular rate of pay for all hours worked in excess of 12 hours in any 24-hour shift or in excess of ten (10) hours of overtime in any one work week or for overtime worked between 12:01 a.m. and 6:00 a.m. Two times the regular rate of pay will be paid for overtime worked on any Sunday or holiday. The exception to this provision is made for the Duty Operator's schedule, which includes Sunday as a normally scheduled workday. In the event overtime is required on the last day off of the Duty Operator's regularly scheduled days off in the workweek, the hours worked will be eligible for the double pay provision.

5.3.2.2 Part Time Employees: Overtime for regular part-time employees shall be compensated at the rate of one

and one-half (1 ½) times the regular rate of pay for hours worked in excess of forty (40) hours in a work week. Overtime shall be compensated at the rate of two (2) times the regular hourly rate of pay for hours worked on a holiday.

5.3.2.3 Minimum Overtime Pay: Employees scheduled to work overtime where there is a break of two hours or more from the end of their regularly scheduled shift and the start of overtime work, shall be eligible for a minimum of two (2) hours of pay at the overtime rate. Scheduled overtime is separate and distinct from call-back overtime, which is defined in Section 6.4.1 as unexpected and unanticipated overtime.

Hours worked after the minimum shall continue to be paid at the employees' overtime rate until the start of their next regularly scheduled shift.

5.3.2.4 Employees Working A 7-Day/12-Hour Shift: Employees working the 7-day/12-hour shift shall be eligible for overtime after completion of the 12-hour shift or after completion of 40 hours in a workweek, as follows: One and one-half (1 ½) times the regular rate of pay for hours worked in excess of 40 hours in a workweek; Two (2) times the regular rate of pay for hours worked after completion of a 12-hour shift and before the commencement of the next 12-hour shift; and Two (2) times the regular rate of pay for overtime hours worked in excess of 10 hours of overtime worked in a workweek.

For purposes of overtime computation, shift pay shall be included in the employee's regular rate of pay for overtime worked on the 12-hour shift. Overtime worked on the 12-hour shift shall be paid as earned and will not be eligible for compensatory time off.

5.3.3 Compensatory Time: At the employee's option and subject to a maximum annual accrual of one hundred and twenty (120) hours, a full-time bargaining unit member may receive compensatory time off in lieu of overtime pay. A part-time bargaining unit member may be eligible for compensatory time with approval from the unit member's supervisor. Compensatory time off shall be granted in amounts equal to the appropriate rate of overtime in accordance with this Article. All accrued compensatory time off in excess of eighty (80) hours on the books as of the thirteenth (13th) pay period of each calendar year shall

be paid off at the bargaining unit member's regular rate of pay. In no event shall bargaining unit members be allowed to carry a compensatory time off balance greater than eighty (80) hours from one fiscal year to the next. Use of earned compensatory time off shall be at the discretion of the supervisor based on the impact to Department operations.

- 5.3.4 Overtime Distribution: The opportunity for overtime shall be equitably distributed by management among the qualified members in a work unit in accordance with the following factors: seniority preference, availability of employees, specific job requirements of the Water Authority, skill levels of employees and rotation of overtime opportunities by seniority.
- 5.3.5 Exemption: Salaried employees listed as "Exempt" in Appendix "A" are not entitled to overtime pay.

5.4 Lunch Periods

All bargaining unit employees working a regular workweek, shall be entitled to an unpaid lunch period of not less than thirty (30) minutes nor more than ninety (90) minutes. Lunch periods shall be scheduled with the approval of the immediate supervisor.

5.5 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to unit members for each 1/2 day of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday unless prior arrangements are made with the immediate supervisor.

5.6 Personal Clean Up

If appropriate for the nature of the work performed, fifteen (15) minutes at the end of each shift shall be available for employees to clean up and change clothes.

5.7 Work Shifts Assignment and Notification of Change

Work shift is defined as the specific starting and ending time in a workday. Bargaining unit members will be assigned a work shift schedule consistent with current practice. Except in emergencies or other situations in which management does not have sufficient advance knowledge, employees shall be provided with reasonable advance notice and no less than forty-eight (48) hours prior notice of changes in scheduled shifts.

ARTICLE 6: PAY RATES AND PRACTICES

6.1 Payroll Period and Pay Day

Payroll periods shall be two weeks, beginning Sunday at 12:01 a.m. and ending Saturday at 12:00 midnight. Each employee will be paid regularly, and the Water Authority shall make every reasonable effort to distribute paychecks on Thursday following the close of the pay periods. If Thursday is a holiday, payday will be on Wednesday. If a holiday falls on Monday, Tuesday, or Wednesday, payday will still be on Thursday.

6.2 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

6.2.1 Definition of Retirement: As used in this agreement, the term "retirement" is defined as qualifying for and effecting a service retirement with CalPERS.

6.2.2 Retirement Formulas: The Authority has two tiers for retirement benefits:

6.2.2.1 Tier 1: Tier 1 applies to Authority employees hired prior to January 1, 2013, and any Authority employees hired on or after January 1, 2013 who are not considered "New Members" within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA). Tier 1 Members are otherwise known as "Classic Members."

For Tier 1 Members, the Water Authority shall provide the 2.5% @ 55 retirement option. This plan includes a one-year final compensation measurement period selected by the member, as set forth in California Government Code section 20042. The Tier 1 Member's contribution to CalPERS shall be eight percent (8.0%). The Water Authority shall continue to pay the seven percent (7.0%) of the Tier 1 Member's contribution and the Tier 1 Member shall individually pay the remaining one percent (1.0%) of the statutorily required member contribution.

The following is a summary of the CalPERS contract provisions for "Classic" members:

- a) Final Compensation Period: 1 Year.
- b) Employer-Paid Member Contribution (EPMC): The Water Authority pays 7% of the employee's share of retirement contributions to CalPERS and the value of the 7% member

contribution is reported to CalPERS as additional compensation.

- c) Military Service Credit as Public Service.
- d) Annual Cost-of-Living Allowance (Maximum 3%).
- e) Pre-Retirement Option 2W Death Benefit.

6.2.2.2 Tier 2: Tier 2 applies to Authority employees hired on or after January 1, 2013, who are considered “New Members” as defined in the PEPR.

For Tier 2 Members, the Water Authority shall provide the 2% at 62 benefit formula. This benefit includes the final compensation based upon the highest average annual pensionable compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee as set forth in Code Section 7522.32(a). Tier 2 Members will pay one-half of the total normal cost rate as determined by CalPERS.

The following is a summary of the CalPERS Contract provisions for “New Members”:

- a. Final Compensation Period: 3 Year Average.
- b. Military Service Credit as Public Service.
- c. Annual Cost-of-Living Allowance (Maximum 3%).
- d. Pre-Retirement Option 2W Death Benefit.

The Public Employees’ Pension Reform Act of 2013 has set compensation limits for “Classic members” and “New members” for retirement calculations. These limitations have been placed on the reportable annual earnings each calendar year. These rates are determined based off the Social Security Wage index. These cap amounts for retirement calculations are determined January of each year by the federal government.

6.2.3 Employer Paid Member Contribution (EPMC)

6.2.3.1 Modification: The Water Authority shall implement by resolution, approving paying and reporting the value of Employer Paid Member Contribution (EPMC), Section 20636 (c).

6.2.3.2 Compensation: Tier 1 Members shall pay one percent (1%) of the pensionable compensation of the statutorily required member contribution. The Water Authority shall pay the other seven percent (7.0%) share of the member contributions to CalPERS and shall also report the value of this EPMC to CalPERS as increased compensation.

This will increase a Tier 1 Member's reported pay rate by seven percent (7.0%) for retirement calculations on the Tier 1 Member's highest one-year final compensation. There is no EPMC for Tier 2 Members.

6.2.4 Payroll Deductions: Employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amounts. Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code section 414 (h) (2).

6.2.5 Retirement Contribution Cost-Share: Pursuant to Government Code Section 20516 of the California Public Employees' Retirement Law, Tier 1 Members' cost-share of the Water Authority's employer contributions will be seven percent (7%) by mandatory deduction from gross pay and the Water Authority will contribute the remainder.

Pursuant to Government Code section 20516 of the California Public Employees' Retirement Law, Tier 2 Members will pay one-half of the total normal cost rate as determined by CalPERS.

6.3 Wages

The salary schedule for bargaining unit members shall be increased by the percentage change in the San Diego CPI, subject to the following formula:

a) Year one: Floor of 1%, ceiling of 3%, effective the first day of the fourteenth (14th) pay period of 2021.

b) Year two: Floor of 1%, ceiling of 3%, effective the first day of the fourteenth (14th) pay period of 2022.

The above formula shall be based on the San Diego CPI-U, less medical care for the month of May. The CPI-U, all items less medical care, is defined for the percent change from May of the previous year to May of the current year.

It is understood by the parties to this Agreement that the May CPI data will not be available until mid-June. The CPI-U, rounded to the one-hundredths place, as reported by the Bureau of Labor Statistics will be used for adjusting the salary schedule.

6.4 Call-Back Pay

6.4.1 Eligibility: Eligible employees (those eligible for overtime) within the bargaining units shall receive call-back pay whenever they are unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employees

following termination of their normal work shift and their departure from their work location.

- 6.4.2 Minimum Pay: Call-back pay shall be a minimum of two (2) hours of pay at the overtime rate.
- 6.4.3 Multiple Call Backs: Whenever employees receive more than one (1) call-back between their normally scheduled shifts, they shall be entitled to call-back pay for each occurrence provided there is no overlap in the two-hour minimum for each occurrence. If more than one call back occurs within the original two hour minimum call-back, this will be considered one occurrence.
- 6.4.4 Early Shift Start: Notwithstanding Section 6.4.2 above, whenever an employee is unexpectedly required to return to duty before the established starting time of the employee's next regular shift, it shall be deemed an early shift start and shall be compensated at the applicable overtime rate only for the hours between the time of call-back and the start of their regularly scheduled shift.
- 6.4.5 Additional Overtime: Hours worked after the minimum call-back overtime pay period shall continue to be paid at the employee's overtime rate until the start of their regularly scheduled shift.
- 6.4.6 Travel Time: For purposes of overtime computation for call-back pay, travel time from the employee's residence to their reporting station and return shall be included in the minimum overtime pay period except that if the employee is required to remain on duty until the start of their regularly scheduled shift, return travel time to the employee's residence will not be paid. Overtime pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the minimum call-back time of two (2) hours, overtime pay shall be the appropriate call-back time. If the combined travel time and work time is more than the two (2) hours call-back time overtime pay shall be the actual total of work time and travel time.

6.5 Lead Pay

- 6.5.1 Eligibility: An eligible employee within the bargaining unit represented by the Union shall be paid at the rate of fifty cents (\$.50) per hour in addition to their normal pay, when the employee is assigned by a supervisor to be responsible for a work activity involving the direct supervision of two (2) or more other Water Authority employees.
- 6.5.2 Classification: To be eligible for lead pay, an employee must be assigned to a work activity in an operator, maintenance, gardening,

storekeeping, survey, electrical, electronic, instrumentation, meter, or other non-office capacity.

- 6.5.3 Time Requirement: The Water Authority shall provide lead pay to eligible employees only if the job activity is expected to exceed four (4) or more consecutive hours in any one workday and where the supervisor has determined efficiency and safety necessitate a "lead" appointment.
- 6.5.4 Lead Person Appointment: Job activities requiring the assignment of more than five (5) personnel require the appointment of a lead person.
- 6.5.5 Exemptions: Employees in job classifications that include lead and/or supervisory responsibilities are not eligible for lead pay.

6.6 Standby Pay

- 6.6.1 Non-working Status: Employees who are assigned to standby in a nonworking status shall be entitled to standby pay at the rate of ten (10) minutes of compensatory time off per hour during the period when they are required to stand by. Standby duty is considered to be all hours outside the employee's regularly scheduled work shift. Employees on standby are expected to immediately answer the initial communication requesting an operational response and thereafter respond immediately and in no event later than 30 minutes. While on standby, employees shall remain fit for duty and adhere to Water Authority rules and regulations concerning use of Water Authority vehicles and equipment. During the term of this agreement, Water Authority management reserves the right to reimpose the requirement of standby at the employee's residence, if deemed necessary due to operational reasons.
- 6.6.2 Work From Home: An employee who is required to work while on standby and who has been authorized by their immediate supervisor to perform the work from their residence shall be entitled to compensation at their overtime rate for the time worked.

6.7 Shift Pay

- 6.7.1 Eligibility: An employee assigned to a shift is eligible for paid shift pay of one dollar and fifty cents (\$1.50) per hour, in addition to the employee's regular salary. An employee required to work the 7-day/12-hour shift is eligible for a 10% shift pay premium in addition to regular salary for all hours worked on the 12-hour shift.
- 6.7.2 Hours Worked: Except as provided in 6.7.3, shift pay will be paid for all hours worked on a shift of eight (8) or more consecutive hours if four

(4) or more of these hours fall between 4:00 p.m. and 6:00 a.m.

6.7.3 Overtime: For purposes of overtime computation, shift pay shall be included in the employee's regular rate of pay for overtime worked while on an eligible shift.

Overtime shall be compensated as described in section 5.3 of this Agreement, except as follows: the provision that overtime worked between 12:00 a.m. and 6:00 a.m. will be compensated at two (2) times the regular rate of pay shall not apply to employees receiving shift pay. This provision applies only to employees working a regularly scheduled pay shift.

No shift pay will be paid for overtime work performed as an extension of a day shift (eight (8) or more consecutive hours worked between 6:00 a.m. and 6:00 p.m.).

If overtime is being paid as a result of a continuation of a regularly scheduled shift, shift pay will not be paid. Shift pay is for an assigned shift other than the regularly scheduled day shift.

6.8 Working Out of Classification

6.8.1 Temporary Assignment: "Working out of classification" is a management authorized temporary assignment of a bargaining unit member to perform work which is inconsistent with the employee's normally assigned work and which includes a significant number of duties and responsibilities which are associated with a higher job classification.

6.8.2 Compensation: Compensation for an employee required to work out of classification will be at the lowest step in the salary range of the higher classification which will provide a five percent (5%) increase over the employee's regular salary for the entire period in which the out of classification assignment is in effect.

6.8.3 Assignments: Working out of classification assignments shall normally be used for vacation or leave replacements and during the recruitment and selection process for vacant positions. The Water Authority will make a reasonable effort to consult with an employee prior to assigning out of class work. However, the determination of out of classification assignments is solely within the discretion of the Water Authority.

6.8.4 Lead Pay: Out of classification assignments do not apply to work for which lead pay is provided and do not apply to work assignments performed in connection with conditions of public peril and/or disaster.

6.9 Merit Pay

- 6.9.1 Merit Review Schedule: Probationary employees (new hires and promotions) will be considered for a merit increase at their six-month and one year review date. Regular employees will receive a performance evaluation and consideration for a merit increase at their one-year anniversary date and annually thereafter.
- 6.9.2 Late Reviews: Performance reviews are due within two weeks after the end of the review period. If not completed within this two-week period, the Evaluator shall notify the employee and provide an estimated completion date of no later than 45 days from the end of the review period. If not completed within the 45-day period, the employee may file a notice, to the department head and Human Resources Manager on the Performance Management Program Report of Delinquent Review form. Within five working days, the department head shall acknowledge receipt of the notice and schedule to meet with the employee to discuss the status of the performance review.

6.10 Special Merit Pay

Any employee who has reached the top step of their salary range, shall, in succeeding years, be eligible for a one-time lump sum annual payment, which shall not be included in base pay under the following circumstances:

- 6.10.1 1% Bonus Pay: An amount equal to one percent (1%) of base salary following an overall "above standard" on their annual evaluation.
- 6.10.2 2-1/2% Bonus Pay: An amount equal to two and one-half percent (2-1/2%) of base salary following an overall rating of "outstanding" on their evaluation with the approval of the General Manager.
- 6.10.3 Bonus Terms: Said lump sum payments shall not be cumulative, shall be mutually exclusive, and no employee shall receive both payments in the same year. The fact that an employee has received either of the payments described herein in a given year shall have no effect on the employee's entitlement to payment in any subsequent year.
- 6.10.4 Suspension of Special Merit Pay: For the term of this agreement, Special Merit Pay is suspended.

6.11 Salary Table

The Water Authority's salary table shall be maintained to provide a symmetrical two and one-half percent (2-1/2%) horizontal and vertical separation between steps and

ranges.

6.12 Deferred Compensation

For the term of this agreement, the Water Authority shall suspend the match of employee contributions to the Water Authority's Deferred Compensation Program up to a maximum amount of nine hundred-fifty dollars (\$950.00).

6.13 Managerial/Supervisory Group: Meritorious Leave

- 6.13.1 Basic Leave: The General Manager shall grant a meritorious leave benefit of seven (7) days per year to exempt employees to partially offset the extra time spent for meetings and other Water Authority-related activities outside of normal working hours for which no compensation is received.
- 6.13.2 Discretionary Leave: The General Manager may grant three (3) additional days per year when the employee received an above standard or outstanding performance evaluation to provide additional compensation to partially offset the extra time spent for meetings and other Water Authority-related activities outside of normal working hours for which no compensation is received.
- 6.13.3 Limitation: This article 6.13 applies only to job classifications in the Managerial/Supervisory Group.

ARTICLE 7: BENEFIT PROGRAMS

7.1 Health Benefits Committee

The Water Authority and the Union agree to continue a health and welfare benefits labor/management committee to continue work on exploring alternative health, dental, and vision plans. The Committee's mandate is to monitor and control premium costs for the Water Authority's employee health benefits plan. The Committee will consist of four (4) Union representatives (2 Technical/Support, 1 Professional/Administrative and 1 Managerial/Supervisory groups), 1 Confidential, 1 Senior Management and four (4) Executive representatives. Committee recommendations must be supported by a majority of the Committee. The Committee function will supersede the Water Authority's obligation to meet and confer on the subject matter being considered and Committee recommendations will be implemented immediately, subject to the contractual limitations on plan participant withdrawals. Any plan design changes that are recommended by the Health Benefits Committee must have support of the majority of the represented members (3 out of 4) to supersede the Meet and Confer process. If less than three represented members do not recommend the plan design changes, the decision of the Committee stands. If three or more represented employees do not

recommend the design changes, the Authority agrees to Meet and Confer with the Union over the proposed plan design changes. The Committee will meet as deemed necessary by the Committee.

7.2 Health Benefit Plans

For the term of this Agreement, the Water Authority agrees to maintain two (2) alternative employee health plans: one to be identified as the “basic plan,” which will be a Health Maintenance Organization Plan (HMO), and one identified as the “premium plan.” Currently, the basic plan is the Kaiser HMO plan and the premium plan is the Aetna HMO or PPO plan. Beginning January 1, 2013, the co-payments for the Kaiser HMO plan will be the same as the co-payments for the Aetna HMO plan as listed in the 2012 Medical Benefit Comparison. In addition, the Water Authority agrees to provide dental insurance benefits provided by the Delta Dental Plan of California and vision insurance benefits provided by Vision Service Plan. The dental plan is the Delta Premier PPO.

7.2.1 Water Authority Contribution to Premium Costs

7.2.1.1 Basic Plan: The Water Authority agrees to pay one hundred percent (100%) of the monthly premiums for full-time Water Authority employees and their dependents for the basic plan, inclusive of dental and vision benefits.

7.2.1.2 Premium Plan: The Water Authority further agrees to pay one hundred percent (100%) of the monthly premiums for full-time Water Authority employees and their dependents for the premium plan inclusive of dental and vision, up to the cost of the basic plan. This will be identified as the “threshold amount.” Premium plan costs exceeding the basic plan family coverage shall be shared equally by the Water Authority and the employee.

7.2.1.3 Part-Time Coverage: The Water Authority agrees to pay a prorated amount of the monthly premiums for part-time employees eligible for benefits based on the employee's regular work schedule as follows: 100% for 61-79 hours per pay period, 75% for 41-60 hours per pay period, and 50% for 40 hours per pay period, and 0 for less than 40 hours.

7.2.2 Retiree's Medical Coverage

7.2.2.1 Retiree Health Insurance Coverage, Water Authority Plan: Retired employees and spouse/domestic

partners may elect to participate in a Water Authority group health plan. If a retired employee or spouse/domestic partner elects to participate in a Water Authority Plan, the Water Authority agrees to pay one hundred percent (100%) of the monthly premiums for the eligible retired employee and spouse/domestic partner for the basic plan or premium plan exclusive of dental and vision benefits, not to exceed: three hundred twenty dollars (\$320.00) per month, for retiree and spouse/domestic partner coverage; two hundred dollars (\$200.00) per month for retiree only coverage; and one hundred sixty dollars (\$160.00) per month for retiree's spouse/domestic partner only coverage.

If the Water Authority discontinues coverage under a plan, the participating retired employee or spouse/domestic partner shall have the option of moving into an alternate plan provided by the Water Authority or obtaining health insurance from an outside source.

7.2.2.2 Retiree Health Insurance Coverage, Outside Plan: Retired employees or spouse/domestic partners may elect to obtain health insurance from an outside source. If a retired employee or spouse/domestic partner elects to obtain outside health insurance, the Water Authority agrees to pay premiums in accordance with the limits established in section 7.2.2.1. Once the retired employee or spouse/domestic partner elects to obtain outside health insurance, the decision is irrevocable, and the employee or spouse/domestic partner shall not be eligible to return to a Water Authority group health plan.

7.2.2.3 Eligibility: To be eligible for these benefits, an employee must be at least fifty-five (55) years of age at the time they retire from Water Authority employment, an employee must have served for the Water Authority for a minimum of five (5) years prior to retirement and an employee must retire under and receive benefits from CalPERS.

7.2.2.4 Termination: The Water Authority's contribution toward premiums is available to an eligible retired employee and current and future spouse/domestic partner as allowed by the retired employee's medical plan. The Water Authority's contribution toward the retired employee and spouse/domestic partner will cease

when each reaches age sixty-five (65). If a retired employee reaches age 65 prior to his/her spouse/domestic partner, the Water Authority's contribution toward the spouse/domestic partner's premium will continue if allowed by the retired employee's medical plan, not to exceed \$160 per month.

7.2.2.5 Congressional Action: If, during the term of this Agreement, Congress changes the eligibility age for Medicare, the benefits under this section shall be extended to cover the new eligibility age.

7.2.2.6 Residence: Eligible retired bargaining unit members who reside outside the Water Authority's medical plan coverage area shall continue to be eligible for the benefits described in MOU Article 7.2.2. Payment of this benefit shall be subject to the maximum limits established in Section 7.2.2.1.

7.3 Life / Personal Accident Insurance

The Water Authority shall continue to provide the existing level of life / personal accident insurance for eligible bargaining unit employees and their dependents. The Water Authority shall make additional life and personal accident insurance available to bargaining unit members at a cost to be paid by the employee. Details on the additional life and personal accident insurance options shall be made available in the Human Resources Division.

7.4 IRS Section 125 Plan

The Water Authority shall continue to provide a Flexible Benefits Program that provides for flexible spending accounts for eligible medical and childcare expenses and shall pay 100% of the administrative fees required to maintain the program.

7.5 Compensation for Time for Medical Treatment for Job-Related Injury/Illness

Bargaining unit employees shall be compensated at their regular rates of pay for reasonable actual on duty time spent receiving Water Authority-authorized treatment for job-related injury or illness, including travel time to and from the medical facility. The authorized mileage reimbursement will be paid for travel to and from the Water Authority's physician if the employees use their personal automobile. This benefit will not be paid if compensable by worker's compensation.

7.6 Disability Plans

- 7.6.1 Long-Term Disability: The Water Authority shall continue to provide long-term disability coverage for all employees. This coverage may include a sixty (60) calendar day waiting period and will provide for payment of sixty-six and two-thirds (66 2/3%) of salary. The Water Authority agrees to explore alternative vendors for Plan Year 2016 for the use of sick leave to supplement Long Term Disability benefits without an offset.
- 7.6.2 Short-Term Disability: The Water Authority shall provide an employee-paid (voluntary) short-term disability insurance program. Selection of the insurance carrier and program shall be made by the employee Health Benefits Committee subject to meeting the contract requirements of the carrier.

7.7 Tuition Reimbursement

The Water Authority encourages and financially assists employees with their educational advancement to improve their job knowledge, skills, and capacities on their present job, to prepare for advancement within the Water Authority employment, and to assist the Water Authority in achieving maximum use of human resources in attaining department goals through employee development.

- 7.7.1 Reimbursement: Tuition reimbursement shall include costs for tuition, registration fees, textbooks, and laboratory fees. The Water Authority shall make reimbursement to employees based on the percentages listed in the table below, per fiscal year.

Costs	Water Authority's Reimbursement (Percent)
0-\$3,000	100%
\$3,001-\$4,500	50%

Expenses for parking, travel meals, and other incidental expenses are not reimbursable.

- 7.7.2 Veteran's Benefits: Employees who are eligible for Veteran's educational benefits from the federal and state governments are eligible for the Water Authority's reimbursement plan to the extent of the difference between the total amount of such education benefits received from the state or federal government and the total amount of tuition, registration fees, textbooks, and laboratory fees.
- 7.7.3 Service Requirement: For the first three thousand dollars (\$3,000.00) in reimbursable costs, employees are expected to remain employed by the Water Authority for at least one (1) year

after completing a reimbursed course. To the extent reimbursable costs exceed three thousand dollars (\$3,000.00) per fiscal year, the employee will be expected to remain employed by the Water Authority for a minimum of two (2) years after completing a reimbursed course.

7.7.3.1 Separation of Employment: If employees to whom tuition reimbursement have been made leave voluntarily or are discharged for cause within the applicable service requirement after completing a reimbursed course, the Human Resources Division will notify the Finance Department that the pro-rate amount of such reimbursement will be deducted from the employee's final paycheck.

7.7.3.2 Lay-off: Employees leaving Water Authority employment under a potential layoff resulting from a reduction in force shall not be deemed to be leaving voluntarily for the purpose of this policy. The General Manager shall certify to the existence of a potential layoff.

7.7.4 Training Programs: This policy does not cover the reimbursement of expenses for convention, seminars, workshops, short courses, institutes, or other training programs as they are addressed under "Training" in the Personnel Policies and Procedures.

7.7.5 Criteria for Reimbursement: Course(s) must be related to the employee's work or related to Water Authority work which the employee can be reasonably expected to perform in the future or included in the required or elective curriculum for a degree related to the employee's work or related to Water Authority work which the employee can reasonably be expected to perform in the future.

7.7.5.1 Employee Time: Course(s) must be taken on employee time.

7.7.5.2 Approval of School: Course(s) must be taken at accredited colleges or universities, approved trade schools, or with approved correspondence schools.

7.7.5.3 Regular Employee: The employee must have passed their initial probationary period and become a regular, full-time employee.

7.7.5.4 Reimbursement: Reimbursement shall be made to the employee or directly to the school upon completion of the course with a minimum final grade "C" or its

equivalent. Reimbursement shall not be provided for audited courses or incomplete courses.

7.8 Automatic Payroll Deposit

The Water Authority will maintain an automatic payroll deposit at banking institutions compatible with the Water Authority's payroll system.

7.9 Meal Allowance

7.9.1 Eligibility: A bargaining unit member who is assigned to work an extended day of twelve (12) hours or more is eligible to receive a meal allowance of fifteen dollars (\$15.00) at the twelfth hour and every five (5) hours thereafter for the duration of the extended day.

7.9.2 Meal Break: Concurrent with entitlement to a meal allowance, an eligible bargaining unit member who is assigned to work an extended day of more than twelve (12) hours shall receive a thirty (30) minute paid meal break at the overtime rate. Working conditions will determine when the employee may actually take this paid meal break. Generally, the employee will be provided the opportunity of taking a meal break within an hour and a half of the time the meal allowance was due. The fifteen minutes personal clean up does not apply to this article.

7.9.3 Meal Payment: The meal allowance will be paid at the end of the pay period as defined in section 6.1 and included in the employee's regular paycheck if an employee has worked the required twelve (12) hours and at each five (5) hour increment thereafter of the extended day. The allowance is reportable to the IRS by the Water Authority and the employee. The allowance is not an increase in base pay and will not be included in calculations of salary increases or retirement benefits.

7.9.4 Meals Provided: In an emergency situation, as declared by the General Manager, the Water Authority may provide reasonable balanced meals for employees in lieu of a meal allowance.

7.9.5 Managerial/Supervisory Unit: Exemption: An employee exempt from overtime pay is not entitled to a paid meal break.

7.10 Terminal Pay Plan

The Water Authority will continue to offer a Terminal Pay Plan (Plan) 401 (a) or similar plan to provide a vehicle for retiring employees to manage their accrued vacation and/or sick leave payout.

At the time an employee retires from the Water Authority, the monetary value of all unused vacation and/or sick leave shall be placed into a Terminal Pay Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan. The amount of unused sick leave available will be in accordance with MOU section 10.1.6 regarding Payment on Separation or Retirement. All employees shall participate in the Terminal Pay Plan in order to receive the sick/vacation amounts on a pre-tax basis.

7.11 Wellness Program

The Water Authority will continue to offer a Wellness Program designed to educate employees about ways to positively impact their current and future health and stabilize health care expenses.

7.12. Patient Protection and Affordable Care Act (“ACA”)

If, during the term of this Agreement, the legal requirements of the ACA have an impact on the Water Authority’s rights and obligations regarding health benefits for Water Authority employees, the Water Authority and the Union agree to re-open Article 7: Benefit Programs, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the Water Authority and the Union, the scope of the meet and confer discussions under this section will be limited to the parties’ rights and obligations set forth in Article 7 of the Agreement.

ARTICLE 8: HOLIDAYS

8.1 Authorized Holidays

Except as otherwise provided, employees shall have the following holidays with pay. An employee must be in a paid status with the Water Authority on the day immediately preceding the holiday and the day immediately following the holiday in order to receive holiday pay.

New Year's Day	January 1
Martin Luther King, Jr.'s Day	Third Monday in January
¹ Lincoln's Birthday	Floating Holiday
Washington's Birthday	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
¹ Admissions Day	Floating Holiday
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November

Christmas Day

December 25

¹July 1, all full-time employees will receive full holiday credit for the two (2) floating holidays of Lincoln's Birthday and Admissions Day. If an employee is hired after July, but prior to September 9, the employee will receive full holiday credit for both Floating Holidays. If an employee is hired after September 10 (Admissions Day) and prior to February 12 (Lincoln's Birthday), the employee will receive full holiday credit for one (1) Floating Holiday. If an employee is hired after February 13 and prior to June 30, the employee will not receive credit for either of the holidays during the current fiscal year.

If a holiday falls on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, the Water Authority shall designate a day on which the holiday shall be observed.

8.2 Pay for Authorized Holidays

All full-time employees shall be paid eight (8) hours at their regular straight time base rate of pay for all authorized holidays as defined in Section 8.1.

All part-time employees eligible for benefits shall be paid at their regular straight time rate based on the average number of daily work hours in the employee's regularly scheduled workweek.

8.3 Work on Authorized Holidays

Any employee required to work on an authorized holiday shall be paid double time (two times) regular hourly pay for such work in addition to their regular holiday pay. In lieu of cash payment, an employee required to work on an authorized holiday may elect to receive compensatory time for such time worked in accordance with Section 5.3.3. An employee exempt from overtime pay is not entitled to double time pay.

8.4 Holiday During Vacation

In the event that any of the authorized holidays specified in Section 8.1 above occurs while an employee is on vacation, the holiday shall not be charged to vacation.

ARTICLE 9: VACATION

9.1 Accrual

All regular full-time employees are entitled to an annual paid vacation, accrued as follows:

<u>Commencement of Years of Service</u>	<u>Annual Accrual Rate of Vacation Leave Hours</u>
1	96
4	120
8	128
9	136
10	144
11	152
12	160
15	168
18	176
20	184
22	192
24 and beyond	200

All regular part-time employees accrue vacation based on actual hours worked.

Vacation may be used as accrued, on a pro-rata basis, subject to the other provisions of this Article.

9.1.1 Computation: In computing the amount of vacation leave time due an employee, holidays, vacation time, and sick leave shall be included as total service and the period of time to be granted to an employee shall be in addition to Saturdays, Sundays, and holidays within or at the beginning or end of such leave.

9.1.2 Continuous Service: Service shall be deemed to be continuous if an employee's paid status with the Water Authority has not been interrupted for a period in excess of thirty (30) days.

9.2 Pay for Vacation

Pay for vacation leave shall be at the regular straight time base rate of pay currently paid the employee at the time the vacation is taken.

9.3 Maximum Accrual

Vacation may be accrued up to four hundred (400) hours. Vacation hours that exceed the accrued limits by the last pay period of the fiscal year, shall automatically be paid

to the employee at the end of that pay period, at the employee's current regular rate of pay. Vacation accrual beyond four hundred (400) hours will not be denied if an employee's approved request for vacation is subsequently revoked by the Water Authority.

9.4 Scheduling

The department head shall determine the vacation schedule considering the needs of the Water Authority, the employee's request, and seniority. Once scheduled and approved, the cancellation of vacations requires approval by the department head.

ARTICLE 10: LEAVE PROVISIONS

10.1 Sick Leave

Upon ratification and adoption of this agreement, the Water Authority and the Union agree that the Water Authority's Family Care and Medical Leave, Sick Leave, Pregnancy Leave and related leave policies shall be consolidated into one comprehensive leave policy. The consolidation shall be done in a manner so as to comply with state and federal law and so as to ensure no loss in the quantity of leave benefits currently provided by each individual policy, and in such a manner that current paid sick leave may be used for the placement of a child with an employee for adoption or foster care, within 12 months of placement.

All employees paid on a monthly basis will be granted sick leave with pay under the following conditions:

- 10.1.1 Accrual: Sick leave for full-time employees is granted at the rate of eight (8) hours for each full calendar month of service. Part-time employees accrue sick leave based on actual hours worked. Sick leave is paid at the employee's regular straight time base rate of pay. Sick leave may be used as accrued, on a pro rata basis, subject to the other provisions of this Article.

- 10.1.2 Usage: Except as otherwise provided in this Article, earned sick leave credit may be used by the employee in increments of one (1) hour or more for personal sickness, disability, medical or dental treatment, illness, or injury of a member of the employee's immediate family.

- 10.1.3 Verification of Illness or Injury: Upon reasonable belief of abuse of sick leave, and upon request by the Water Authority, a unit member shall be required to present a certificate signed by the unit member verifying the actual illness or injury, or present a certificate signed by a medical authority. If the illness or injury exceeds three (3)

consecutive days, the Water Authority may require verification of the extent of the illness or injury through a physical examination of the unit member by a physician appointed by the Water Authority, at the Water Authority's expense. If the physician's report concludes the absence is not due to personal illness or injury, or the illness is not sufficiently severe to warrant continued absence then the Water Authority, after notice to the unit member, may refuse to grant such leave.

If requested by the Water Authority, a unit member shall not return to work until a medical doctor's authorization is submitted at Water Authority's expense to return to work.

- 10.1.4 **Accrual Limit:** Sick leave shall be cumulative without limit as to time and if not taken in any given year will be usable in subsequent years' employment, the purpose being to make accrued sick leave available to the employees in times of urgent need.

- 10.1.5 **Workers' Compensation Injury:** In case it is necessary for any employee to be absent from work, due to an injury received in the course of employment with the Water Authority, such employee will be granted sick leave with pay in addition to that provided in Section 10.1.1 above to the maximum extent of seven (7) lapsed days, provided that if sick or vacation leave is otherwise available to the injured employee under these regulations, sick leave so granted will be deducted from the available leave due the employee.

- 10.1.6 **Payment on Separation or Retirement:** Unused sick leave may be accumulated without limitation. Upon termination due to retirement, layoff, or death, payment will be made for one hundred percent (100%) of accumulated unused sick leave up to a maximum of one thousand (1,000) hours. Unused sick leave may be reinstated after six (6) months of continuous employment for employees terminated and rehired. Employees with more than 1,000 hours of unused sick leave may exchange such sick leave for additional vacation leave on the basis of two hours of unused sick leave for one (1) hour of vacation leave upon retirement, receipt of a notice of layoff or in the event of the employee's death. Also, see Terminal Pay Plan under Section 7.10.

- 10.1.7 **Computation:** In computing the amount of sick leave time due an employee, holidays, vacation time, and sick leave shall be included as total service and the period of time to be granted to an employee shall be in addition to Saturdays, Sundays, and holidays within or at the beginning or end of such leave.

10.2 Bereavement Leave

In the case of a death in an employee's immediate family, the General Manager or their designee may grant up to three (3) days leave with pay and benefits, which may be increased to five (5) days leave with pay and benefits in conditions requiring out-of-state travel or extraordinary family responsibility. Bereavement leave is not charged against earned sick leave or vacation leave.

10.3 Immediate Family

For purposes of this Article, "immediate family" shall be defined as an employee's parents, legal guardian, child or stepchild, spouse/domestic partner, grandparents, grandchild, brothers or stepbrothers, sisters or stepsisters, aunt, uncle, in-laws, or any relative living in the immediate household.

10.4 Leave for Pregnancy Disability

10.4.1 Sick Leave Usage: Unit members are entitled to use sick leave as set forth in Section 10.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the Water Authority management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the Water Authority, at the Water Authority's expense.

10.4.2 Pregnancy Leave of Absence: Unit members are entitled to a maximum of four (4) months leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the Water Authority management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the Water Authority at the Water Authority's expense.

10.4.3 Return to Work: The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.5 Leave Without Pay

- 10.5.1 Limit: Upon written request from the employee, leaves of absence without pay of up to one (1) year may be granted by the General Manager in cases of personal emergency or when such absences would not be contrary to the best interests of the Water Authority.
- 10.5.2 Benefit Accrual: Benefits do not accrue during unpaid leave of absences of more than thirty (30) days. During unpaid leaves of absence of more than thirty (30) days, employees may elect to continue fringe benefit insurance coverage at their own expense.
- 10.5.3 California Family Leave Act: In addition to the provisions of this Agreement, unit members shall be afforded unpaid leave as provided under the California Family Leave Act.

10.6 Judicial Leave

- 10.6.1 Paid Leave: Unit members will be provided paid leave for regularly called jury duty and to appear as a witness in court, other than as litigant, for reasons not brought about through the cooperation or misconduct of the unit member. Except in cases of emergency, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave.
- 10.6.2 Partial Days: When an employee returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not an employee shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such facts as travel time and a period of rest.

10.7 Military Leave

Military leave shall be authorized in accordance with the provisions of State and Federal law. In addition, the Water Authority shall implement a supplemental paid military leave policy to provide for offsets to employee military pay and benefits for employees on active military duty as a direct result of the September 11, 2001 attacks on the World Trade Center and Pentagon, in accordance with the Water Authority's Human Resources Policies and Procedures.

ARTICLE 11: SAFETY

11.1 Safety Committee

The Safety Committee shall consist of at least eleven (11) members: one member appointed from each department within the Water Authority, two (2) appointed by the Union, including one (1) employee from the Escondido office and one (1) employee from the San Diego Office. The scope of the Safety Committee shall be to promote involvement between employees, supervisors and management in addressing safety and health concerns pertaining to the operations of the Water Authority, as well as their respective departments. The Safety Committee shall also make safety related recommendations to the General Manager for review and implementation.

11.2 Working Conditions

The Water Authority agrees to maintain safe and clean working conditions at all work locations as appropriate. The Water Authority will provide adequate heat and ventilation and clean and adequate restroom facilities at all work areas as appropriate.

11.3 Safety Clothing and Equipment

11.3.1 Definition: Consistent with existing practices, the Water Authority shall provide to employees appropriate safety clothing, tools, devices and other articles to perform their assignments. All employees shall use and wear all safety equipment and clothing provided and shall be responsible for the reasonable care and proper use of all items furnished.

11.3.2 Safety Boots

11.3.2.1 Wearing Requirements: Bargaining unit members who are required to wear steel-toed safety boots on a full-time basis are eligible to be reimbursed up to a maximum of two hundred dollars (\$200.00) per year toward the purchase of good quality steel-toed safety boots. To be reimbursed, a bargaining unit member must submit to their immediate supervisor a completed reimbursement request form and a sales receipt which verifies the purchase of safety boots. If an employee's boots are damaged beyond repair as a result of activities while on the job, their supervisor can submit a request to have the boots' cost reimbursed to a maximum of two hundred dollars (\$200.00) to apply towards the replacement of the safety boots. Bargaining unit members who are required to wear

steel-toed boots periodically are eligible to be reimbursed up to a maximum of two hundred dollars (\$200.00) toward the purchase of good quality steel-toed safety boots but are not eligible for annual reimbursement. Replacement due to damage or wear shall be on an as needed basis as approved by the supervisor.

- 11.3.2.2 Covered Classifications: Bargaining unit members assigned to the classifications listed in Appendix "B", and other designated employees, are required to wear steel-toed safety boots during working hours except when performing work generally recognized as not requiring protective foot gear:

Employees in these classifications who report for field work without the required safety boots will not be paid or allowed to work until they wear the required boots and may be subject to additional discipline.

- 11.3.3 Prescription Safety Glasses: The Water Authority will replace prescription safety glasses if damaged on the job.

11.4 Compliance with Safety Rules

Each employee covered by this Agreement shall comply with all safety rules and regulations in effect and any subsequent rules and regulations which may be adopted. Employees further agree they will report all work-related accidents, injuries and safety hazards to the appropriate management official immediately.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1 Uniforms and/or Uniform Pant Allowance

All field staff in the Operations and Maintenance Department and Right of Way Group assigned to receive a Uniform Allowance (classifications listed in Appendix B) shall be required to take a uniform allowance or wear uniforms provided by the Water Authority. In either instance (allowance or use of uniforms provided by the Water Authority), the wearing of uniforms is required. The Water Authority will provide and maintain work uniforms for eligible employees who opt to be provided uniforms. However, no later than March 31st of each year, eligible employees must notify their supervisor whether or not they will exercise their option to be provided the uniform. Only those employees opting to be provided the uniform will be eligible to receive the uniform and/or pant allowance described below. Those employees opting to be provided the uniform must be in uniform while on duty.

Uniforms as provided by the Water Authority consist of shirts, t-shirts, pants (that extend from the waist to the ankles) and overalls. Employees have the option of choosing blue, tan or orange as t-shirt uniform option. Except for the t-shirts, uniforms provided by the Water Authority shall be laundered by the Water Authority.

Classifications listed in Appendix B in the Right of Way Group shall be required to wear Water Authority collared shirts (polo shirts) as part of their uniform standards.

The Water Authority offers the option annually on/or before July 1 of each year for employees listed in Appendix B to wear pants as provided by the uniform company or to purchase and wear their own pants.

For eligible employees who elect to wear their own pants, the Water Authority will provide an annual pant allowance of \$200.00 effective July 1 of each year. The allowance is taxable income and will be reported on each employee's W-2. Employees hired after July 1 of any year, who elect to receive the pant allowance, will be eligible to receive a prorated amount of \$50 per quarter based upon the quarters remaining in the fiscal year. {For example, an employee hired in February, would be eligible for allowance of \$50 for the third quarter (January through March) and the fourth quarter (April through June) of the remaining fiscal year for a total reimbursement of \$100. Any employee on the payroll effective July 1 or hired within the first quarter (July through September), will be eligible for the pant allowance of up to \$200.00}.

It is understood by all parties to this Agreement, that if the pant allowance is selected, the employee is responsible to insure the pants are in good condition and presentable as part of a Water Authority uniform.

Employees in the job classifications listed in Appendix "B" are eligible for uniforms and/or pants allowance.

Requests to include other classifications or new classifications must be made in writing, approved by the respective Department Head and forwarded to the Human Resources Division for review and processing.

12.1.1 Field Clothing Allowance: For those bargaining unit members not subject to the uniform and/or uniform pant allowance, and whose partial job requirements require the employee to periodically work in conditions that warrant protection to personal clothing, the employees shall be provided a field clothing allowance on a prorated basis not to exceed one hundred fifty dollars (\$150.00) per year.

12.2 Tool Allowance

Bargaining unit members assigned to the classification of Fleet Mechanic I and II and Senior Fleet Mechanic are required to provide the tools necessary to perform their

job duties and shall receive an annual tool allowance of \$500.00. No other classifications are eligible to receive an annual tool allowance. An eligible employee hired during the course of the year will receive the tool allowance prorated on a quarterly basis according to the date of hire.

12.3 Lunchrooms

The Water Authority agrees to continue to provide lunchroom facilities at Maintenance and the Administrative building.

12.4 Employee Relations Meetings

To foster labor-management communication and cooperation, the Water Authority and the Union agree that their designated representatives will meet periodically during the year to discuss employee relations issues pertaining to the specific language of this Agreement and/or administrative rules and regulations affecting terms and conditions of employment. The parties expressly understand these meetings are not meet and confer sessions and do not constitute an agreement to reopen any provision of this Agreement for negotiations.

12.5 Gender

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

12.6 Shower Facilities

The Water Authority will make reasonable efforts to provide separate shower facilities at the Operations Center and the Administrative building.

12.7 Employee Assistance Program

The Water Authority shall continue to provide an Employee Assistance Program (EAP). All employees are encouraged to seek voluntary assistance through the EAP. All self-referral contacts are held in confidence by the EAP. Management will consult with the Union prior to initiating a mandatory referral of a bargaining unit member to the EAP. Participation in the EAP will not preclude the use of normal disciplinary procedures for unsatisfactory job performance or for violation of any Water Authority policy.

12.8 Temporary Employment

The Water Authority shall continue to specify duration of extended assignments on use of temporary employees.

12.9 Limited Duration Employment

12.9.1 Employee Rights: Bargaining unit members who have achieved regular status and subsequently accept a Limited Duration Employee (LDE) position shall retain membership in the bargaining unit, shall pay monthly dues and retain entitlement to representation and all Union benefits. The employees shall continue to have the same due process rights under the Water Authority's Discipline policy associated with regular employment status.

12.9.2 Pay Adjustment: The employees, if appointed to positions with a higher salary range than the employee's current positions, shall be placed at either the minimum step for the new classification or at a step which is at least 5.0% higher than the employee's current pay step, whichever is greater.

12.9.3 Service Time: The employees' service shall be considered as continuous for purposes of determining employment tenure and compensation.

12.9.4 Return Rights: The employees may be eligible to return to regular positions in classifications of equal and successively lower rank in which the employees previously served satisfactorily, pursuant to the Water Authority's Layoff policy in the Human Resources Policies and Procedures manual and in Section 4.8 of the Agreement.

12.9.4.1 Range Placement: Employees who exercise their return rights will be placed at their former pay range and step.

12.9.4.2 Step Adjustment: Adjustments to this pay rate may be made based on the number of performance evaluations the employees may have had if the employees would have remained in the former classification all along.

12.10 Payment of Accrued Benefits

Payment for all accrued vacation, sick leave, holiday credits, and compensatory time shall be paid in full to an employee in accordance with the governing laws and in accordance with the accrual/units described in the respective policies.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 Definitions

- 13.1.1 Grievance: A grievance is an alleged violation, misapplication, or misinterpretation of a specific provision of the Memorandum of Understanding, or other expressed written terms which affect the employee's wages, hours, or other terms and conditions of employment.
- 13.1.2 Grievant: A "grievant" is any employee of the bargaining unit adversely affected by an alleged violation of the specific provision of this Memorandum of Understanding, or the Union. Unless the Union is grieving Article 2, the Union shall identify a bargaining unit member or members for each grievance filed.
- 13.1.3 Business Day: A "day" is any day in which the Water Authority is open for business.
- 13.1.4 Immediate Supervisor: The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

13.2 General Provisions

- 13.2.1 Grievance Settlement: Every effort will be made by the parties to settle grievances at the lowest possible level.
- 13.2.2 Documents: All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 13.2.3 Reprisals: No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 13.2.4 Appeal: If the Water Authority fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums, and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by mutual written agreement.

- 13.2.5 Scheduling: Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants.
- 13.2.6 Representation: Either the Water Authority or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
- 13.2.7 Resolution: Any bargaining unit member may, at any time, present grievances to the Water Authority and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to advisory arbitration and is not inconsistent with the terms of this Memorandum; provided the Water Authority shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.
- 13.2.8 Consolidation: The Water Authority and the Union may agree to consolidate grievances at Level III and beyond.

13.3 Level I -- Informal Resolution

- 13.3.1 Time Limit: Bargaining unit members who believe they have a grievance shall present the grievance orally to their immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within five (5) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved bargaining unit member and the immediate supervisor.

13.4 Level II -- Formal Written Grievance

- 13.4.1 Requirements: If the grievance is not settled during the informal conference and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within ten (10) days of the informal conference. The written information shall include:

- a) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
- b) a listing of the provisions of this Memorandum of Understanding which are alleged to have been violated;
- c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- d) a listing of specific actions requested by the grievant of the Water Authority, which will remedy the grievance.

13.4.2 Decision: The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

13.4.3 Personal Conference: Within the above time limits, either party may request a personal conference.

13.5 Level III -- Appeal to Department Head

13.5.1 Procedure: If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision on the appropriate form to the department head. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

13.5.2 Decision: The department head shall communicate the decision to the grievant within ten (10) days. If the department head does not respond within the time limits provided, the grievant may appeal to the next level.

13.5.3 Personal Conference: Within the above time limits, either party may request a personal conference.

13.6 Level IV -- Appeal to General Manager

13.6.1 Procedure: If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days of the receipt of the decision at Level III, appeal the decision to the General Manager or designee. The statement shall include a copy of the original grievance, all decisions rendered, and a clear and concise statement of the reasons for the appeal.

- 13.6.2 Decision: The General Manager or designee shall respond to the grievance in writing within ten (10) days of receipt of the written appeal.

13.7 Level V -- Arbitration

- 13.7.1 Procedure: If the grievant is not satisfied with the decision at Level IV, the grievant may, within five (5) days of the receipt of the decision, submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level IV, the Union shall inform the Water Authority of its intent as to whether or not the grievance will be arbitrated. The Union and the Water Authority shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public agency employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- 13.7.2 Request for Arbitrator: If either the Water Authority or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue or arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 13.7.1.
- 13.7.3 Decision of Arbitrator: The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers at each step.
- 13.7.4 Non-Binding Arbitration: The Water Authority and the Union agree the jurisdiction and authority of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum of Understanding at issue between parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the Water Authority to do an act prohibited by law.

- 13.7.5 Arbitration Hearing: After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the recommended findings and award.
- 13.7.6 Advisory Decision: The decision of the arbitrator shall be advisory to the parties. The Water Authority Board of Directors or designated representatives(s) may accept, reject, or modify the arbitrator's decision, and shall make a final and binding determination of the grievance within thirty (30) days after receipt of the arbitrator's recommendation.
- 13.7.7 Fees and Expenses: The fees and expenses of the arbitrator and a court reporter shall be shared equally by the Water Authority and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 14: EFFECT ON EXISTING PRACTICES:

14.1 Effect of Agreement

To the extent there is a conflict, it is understood and agreed that the specific provisions contained in this Agreement shall prevail over Water Authority rules, regulations, policies, and procedures. It is further understood and agreed that unless directly superseded by specific and applicable provisions in this Agreement, such rules, regulations, policies, and procedures shall remain in full force and effect, subject to the provisions of Article 2.4 of this Agreement.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties on the subjects covered by this Agreement. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither the Union nor the Water Authority shall be obligated to reopen or renegotiate any of the provisions of this Agreement.

14.2 Waiver Clause

Except as specified in this Agreement, or by mutual agreement, the parties expressly waive and relinquish the right to meet and confer with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and conferred on and executed this Agreement, an even though such subjects or matters were proposed and later withdrawn.

ARTICLE 15: NONDISCRIMINATION:

15.1 Race and Gender

The Water Authority and the Union agree that there shall be no discrimination against any employee in regard to any of the terms and conditions of employment on account of that employee's race, color, religion, gender identity, ancestry, citizenship status, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, political beliefs or affiliations, age, sex, or any other basis protected by law. The Water Authority will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in Section D-1 of the Human Resources Policy and Procedures Manual. The parties further agree that this provision shall not be subject to the arbitration provisions of Article 13.

15.2 Union Membership and/or Activities

The Water Authority and the Union agree that there shall be no interference with, intimidation, restraint, coercion, or discrimination against any bargaining unit member because of the exercise of their rights under California Government Code section 3502.

ARTICLE 16: MANAGEMENT RIGHTS

16.1 Legal Rights

The Water Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but not limiting the generality of the foregoing, the right: to set standards and levels of service; to determine the procedures and standards of selection for employment and promotions; to direct its employees; to determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons; to determine the methods, means and numbers and kinds of personnel by which Water Authority operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the Water Authority will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation; to determine methods of financing; including the right to determine all matters related to financing; to determine size and composition of the work force and allocate and assign work by which the Water Authority operations are to be conducted; to determine and change work shifts; to determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Water Authority functions; including the right to acquire and

dispose of Water Authority property; to make all decisions relating to merit, necessity or organization of Water Authority service; to hire, classify, discharge, suspend, demote, promote; reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with Water Authority policies and applicable law; to establish employee performance standards including, but not limited to, quality and standards, and to require compliance with established performance standards; to take necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

16.2 Exercise of Powers

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Water Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Memorandum and then only to the extent such specific express terms are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

16.3 Meet and Confer

The exercise by the Water Authority through its Board of Directors and management representatives of its rights described in this Article shall not in any way, directly or indirectly, be subject to any grievance procedure or subject to meeting and conferring.

ARTICLE 17: CONCERTED ACTIVITIES

17.1 Non-Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the (MS, TS Water) Authority, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs Water Authority operations by the Union or by its officers, agents or members during the term of this Agreement. The Union agrees that neither the Union nor its officers, agents, or members will, in any manner whatsoever, honor, assist, or participate in any picketing activities, sanctions, or any other form of interference with Water Authority operations by any other non-bargaining unit employees or members of other employee associations or groups.

17.2 Enforcement

Furthermore, the Union agrees and understands the provisions of this Agreement and Article 17 are enforceable by the Water Authority in a court of law. The Water Authority may initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents, or members for breach of contract for engaging in the activities referred to in this Article. Nothing in this Article shall be deemed to limit the remedies available to the Water Authority in dealing with concerted activities as described above.

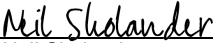
ARTICLE 18: SEPARABILITY

If any provision of this Agreement should be found to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by any tribunal, the remainder of this Agreement shall remain in effect and the parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision. However, there will be no obligation on either party during the term of the Agreement to agree on a replacement provision.

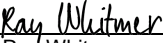
ARTICLE 19: TERM OF AGREEMENT

This agreement shall be effective as of July 1, 2021, and shall remain in effect until midnight June 30, 2023.


FOR THE UNION:




Neil Sholander
Business Representative
Teamsters Local 911




Ray Whitmer
Secretary/Treasurer
Teamsters Local 911



Craig Balben
Steward



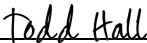
Tad Brierton
Steward




Carla Camacho
Steward




Joni German
Steward



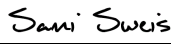
Todd Hall
Steward



Don McLain
Steward




Lisa Prus
Steward



Sami Sweis
Steward


FOR THE WATER AUTHORITY:



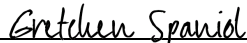
Tish Berge
Assistant General Manager



Jason Foster
Director of Administrative Services



Ashley Kite
Director of Human Resources



Gretchen Spaniol
Special Projects Manager

APPENDIX A

Technical/Support Group Classifications

MISCELLANEOUS

Accountant	Public Affairs Representative I
Accounting Technician	Public Affairs Representative II
Accounting Assistant I	Water Resources Aide
Accounting Assistant II	Purchasing Technician I
Systems Admin. & Support Spec.	Purchasing Technician II
Help Desk Support Specialist	
Senior Systems Admin & Support Spec.	
Administrative Assistant	
Senior Office Assistant	
Office Assistant I	
Office Assistant II	
Receptionist	

ENGINEERING

Senior Engineering Technician	Right of Way Technician I, II, III, IV
Engineering Technician II	Senior Survey Technician
Engineering Technician I	Survey Technician

OPERATIONS AND MAINTENANCE

Corrosion Control Technician I	Rotating Equipment Technician I
Corrosion Control Technician II	Rotating Equipment Technician II
Facilities Services Technician	Senior Electrical/Electronics Technician
Senior Maintenance Technician	Electrical/Instrumentation Technician II
Maintenance Technician	Electrical/Instrumentation Technician I
Maintenance Worker II	Senior System Operator
Maintenance Worker I	System Operator II
Fleet Mechanic II	System Operator I
Fleet Mechanic I	SCADA Specialist
Senior Fleet Mechanic	Senior Corrosion Control Technician
Senior Rotating Equipment Technician	Senior SCADA Specialist

PROFESSIONAL/ADMINISTRATIVE Group Classifications

Assistant Management Analyst
Asset Management Specialist I
Asset Management Specialist II
Asst. Legislative Analyst
Asst. Water Resources Specialist
Asst. Water Resources Specialist (Environmental)
Information Systems Analyst
Engineer (P.E.)
Engineer I
Engineer II
Legislative Analyst
Management Analyst
Project Scheduler I
Project Scheduler II
Right of Way Agent
Safety Officer
Senior Asset Management Specialist
Senior Information Systems Analyst
Senior Project Scheduler
Senior Public Affairs Representative
Senior Right of Way Agent
Senior Water Resources Specialist
Senior Water Resources Specialist (Environmental)
Water Resources Specialist
Water Resources Specialist (Environmental)

MANAGERIAL/SUPERVISORY Group Classifications

a. Exempt

Accounting Supervisor
Information Systems Supervisor
Principal Asset Management Specialist
Principal Engineer
Principal Public Affairs Representative
Principal Water Resources Specialist (Environmental)
Principal Water Resources Specialist
Public Affairs Supervisor
QSA Outreach Coordinator
Rate and Debt Manager
Right of Way Supervisor
Senior Accountant
Senior Construction Manager
Senior Engineer
Senior Legislative Analyst
Senior Management Analyst
Supervising Land Surveyor
Supervising Management Analyst

b. Non-Exempt

Corrosion Control Supervisor
Electrical/Instrumentation Supervisor
Rotating Equipment Supervisor
SCADA Supervisor
System Maintenance Supervisor
System Operations Supervisor

APPENDIX B

Technical/Support Group employees in the following job classifications are eligible for uniforms and/or pants allowance and are required to wear steel-toed safety boots:

Corrosion Control Technician I
Corrosion Control Technician II
Senior Electrical/Instrumentation Technician
Electrical/Instrumentation Technician II
Electrical/Instrumentation Technician I
Senior System Operator
System Operator II
System Operator I
Facilities Services Technician
Senior Maintenance Technician
Maintenance Technician
Maintenance Worker II
Maintenance Worker I
Senior Fleet Mechanic
Fleet Mechanic II
Fleet Mechanic I
Senior Rotating Equipment Technician
Rotating Equipment Technician I
Rotating Equipment Technician II
SCADA Specialist
Senior Survey Technician
Senior Corrosion Control Technician
Senior SCADA Specialist
Survey Technician
Right of Way Technician I, II, III, IV

Managerial/Supervisory Group employees in the following job classifications are eligible for uniforms and/or pants allowance:

Corrosion Control Supervisor
Electrical/Instrumentation Supervisor
Rotating Equipment Supervisor
SCADA Supervisor
System Operation Supervisor
Systems Maintenance Supervisor