

**Memorandum of Understanding**

Between

**Santa Clara Valley Water District**

And

**Employees Association  
(AFSCME - Local 101)**

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SIGNED FINAL

## INTRODUCTION

This Memorandum of Understanding is entered into between the Santa Clara Valley Water District, a body corporate and politic of the State of California, hereinafter referred to as "District," by its Board-appointed Management Representative, Chief Executive Officer, and his designees, and the employee organization whose formally recognized majority representative is the Santa Clara Valley Water District Employees Association, hereinafter referred to as the "Union" affiliated with the American Federation of State, County and Municipal Employees (AFSCME) Local 101, represented by the Union's President and other designees. The District and the Union have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act of the State of California, regarding wages, hours, and other terms and conditions of employment of the classifications of employees represented by the Union. These representatives have reached an understanding regarding these issues and have jointly prepared this Memorandum of Understanding.

This memorandum shall be effective, July 22, 2002, through July 18, 2005, or the closest pay period thereto and shall continue in effect year-to-year thereafter, unless notification is given by either party 90 days prior to the pending expiration date.

## ARTICLE I RECOGNITION/RIGHTS OF RECOGNITION

### Section 1. Recognition

The District formally recognizes the Union as the majority representative of those classifications of employees and units listed in Attachment I, hereto.

### Section 2. Dues Checkoff

The District agrees to check off Union dues from member paychecks. Such checkoff shall be in uniform amounts and be authorized in writing by the employee on a form supplied by the District; provided that the employee's earnings are regularly sufficient after other legally required deductions are made to cover the amount of dues checkoff authorized. Dues withheld by the District shall be transmitted to the officer or depository designated by the Union.

The District agrees to supply the Union with a biweekly report of the names, home addresses, and classifications of employees who have authorized Union dues checkoff. An employee has the right to file a statement with the District to withhold release of the home address to AFSCME Local 101.

The Union agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or other action arising from the provisions of this Section or from compliance with employee cancellations of checkoff authorizations.

### Section 3. Union Security

- A. Maintenance of Membership: Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding, or who becomes a Union member during the term of this Memorandum of Understanding, shall remain a member and continue dues deduction for the duration of this Memorandum of Understanding and each subsequent Memorandum of Understanding thereafter. For the period of ninety to seventy (90-70) days prior to the expiration of this or any subsequent Memorandum of Understanding, an employee who is a Union member shall have the right to withdraw from the Union by discontinuing dues deduction, such withdrawal to be communicated in writing by the employee to the Union and the District on form FC 671, during the ninety to seventy (90-70) day period. An employee who moves to a position outside the Union's bargaining unit shall not be required to continue dues deduction.

The Union shall hold the District harmless against all claims or other forms of liability that arise out of or by reason of this Union Security section.

B. Agency Shop

Pursuant to SB 739 (Solis) (Chapter 901 Statutes of 2000) and amendment to the Meyers-Milias-Brown Act, the District and the Union agree to abide by the following provisions as they relate to an agency shop election.

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization." The District and the Union agree that an agency shop arrangement between the District and the Union shall be placed in effect upon:
  - a) a signed petition of thirty (30%) percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and
  - b) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop election. An election that may not be held more frequently than once a year shall be conducted by the Division of Conciliation of the Department of Industrial Relations in event that the District and the Union cannot agree within ten (10) days from filing the petition to select jointly a neutral person or entity to conduct the election.
2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support

any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a non-religious, no-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three (3) organizations, or if the memorandum of understanding between the District and the Union fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union.

3. If an Agency fee agreement is implemented pursuant to this Section, covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the District shall deduct the agency fee from the employees paycheck.
4. If implemented, an agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:
  - a) a request for such a vote is supported by a petition of at least thirty (30%) percent of the employees in the bargaining unit;
  - b) the vote is by secret ballot;
  - c) the vote may be taken at any time during the term of the Memorandum of Agreement, but in no event shall there be more than one vote taken during that term
5. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.
6. Upon entering into an agency shop arrangement, the Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening fiscal statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.
7. In the event that an agency fee arrangement is implemented, the Union shall indemnify and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

#### **Section 4. Time Off for Representation**

- A. Meet and Confer/Consult: Up to five (5) designated Union members shall be allowed time off without loss of compensation for purposes of meeting and conferring or meeting and consulting with District representatives on matters within the scope of representation.
- B. Board Meeting Attendance: Up to two (2) designated Union representatives shall be allowed time off without loss of compensation to hear items before the Board of Directors within the scope of representation.
- C. Meetings of District-Authorized Committees: Union representatives shall be allowed time off without loss of compensation to attend meetings of District-authorized committees when representatives are serving on such committees as a representative of the Union.
- D. Grievances: One (1) designated Union representative shall be allowed time off without loss of compensation for purposes of representing an employee in a meeting with District representatives relative to an employee grievance.

One (1) designated Union representative shall be allowed time off without loss of compensation for the purpose of discussing or investigating a grievance with an employee; provided that the District finds there is no undue interruption of the work of either the Union representative or the grievant and both the Union representative and the grievant have notified their respective supervisors of such time off.

An employee shall have the right to discuss a grievance with a Union representative during working hours provided there is no disruption of the work load and the employee has notified and received authorization from the supervisor.

Release time shall be permitted for new stewards to receive training on grievance handling, including observing the actual grievance process.

- E. Representation: The Union President and/or a designee shall have release time without loss of compensation for the purpose of conducting Union business as specified below. Compensated release time shall be limited to formal meetings with District Management personnel and the investigation and presentation of grievances. Release time must be scheduled in advance with the President's or designee's supervisor.
- F. Release Time: Representatives must log the time they leave their work assignments and the time they return in order to qualify for compensated release time. Union will provide the District a list of all officers, stewards, and representatives/alternative representatives.
- G. Prior Notice: Official Representatives shall notify his/her supervisor of his/her intention to be on release time as far in advance as reasonably possible, but not later than the end of normal business hours the day before such meeting, except in the case of emergency situations. Insofar as possible, such release time shall be made through the Employee Relations Representative at least 24 hours in advance of their meeting.

The District agrees to arrange with the employee's supervisor for time off for representation activities as described in paragraphs A, B, and C above. Permission to perform Union functions shall not be unreasonably denied.



## **Section 5. Access to Work Locations**

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

## **Section 6. Mail/Bulletin Boards**

The Union may erect bulletin boards in sizes and locations as approved by the District, or utilize existing bulletin boards in accordance with existing District procedures, provided posted information relates solely to Union activities and services.

Further, the Union may use District mail, facsimile, and electronic mail for the distribution of information in accordance with existing District procedures.

Union shall have access to any new communication technology in use as approved by the District.

District shall allow employees at remote sites equal access to pertinent information in a timely manner.

All material relating to benefit coverage shall be provided in a timely manner to the employee.

## **Section 7. District Facilities**

The Union may use District facilities for meetings during non-working hours provided such facilities are available and scheduled for use by the Union.

## **Section 8. Access to Information**

The Union shall have access to such nonconfidential information pertaining to employee relations as is contained in the public records. Data obtained by the District on a promise to keep their source confidential shall not be made available in such a form as to disclose their source.

## **Section 9. Written Notice**

- A. Written notice of any ordinance, rule, regulation or resolution relating to matters within the scope of representation proposed to be adopted by the Board of Directors or otherwise implemented shall be given to the Union reasonably prior to such action to solicit Union response and to afford an opportunity to meet with the District regarding the issue. In the case of an emergency, when reasonable prior notice is not possible, the District shall provide such notice as is possible and an opportunity to meet at the earliest practical time to discuss the issue. The Union and the District shall provide each other with a list of representatives who are authorized to speak on behalf of the parties.

- B. Any communication in accordance with Section 9(A) above shall be submitted to the President of the Association and to the Union office by the District through its Employee Relations Representative.
- C. It is expressly understood that any District Policy and Procedure specifically referred to in this agreement will not be changed during the course of this agreement without the concurrence of the Union.

**Section 10. New Hire Information**

The Union shall be notified of the name, classification, unit, and work location of all new hires into coded positions in the classifications listed in Attachment I within the first pay period following the new employee's starting date.

**Section 11. Orientation**

As part of the District's new employee orientation program, the Union shall have up to 10 minutes to provide information and answer questions to new employees who are in classifications covered by this Memorandum. Any orientation packets distributed by the District shall include information about the Union and a copy of the current Agreement.

**Section 12. New Employees**

The District shall provide a copy of this Agreement to all new employees in coded positions listed in Attachment I during new hire processing. Cost of printing this Agreement shall be divided equally between District and Union.

**ARTICLE II NONDISCRIMINATION/HARASSMENT**

**Section 1. Nondiscrimination/Harassment (General)**

The Union and the District agree that there shall be no discrimination (except as allowed by law) against an employee because of race, religion, gender, national origin, ancestry, marital status, veteran status, sexual orientation, color, age (over 40), medical condition (cancer), parental status, pregnancy, the exercise of family care leave rights, political affiliation, physical disability (including HIV and AIDS) or mental disability. Sexual harassment is a form of prohibited discrimination. Complaints of discrimination are encouraged to be brought to the attention of the Equal Opportunity Administrator, supervisor or other manager.

**Section 2. Nondiscrimination/Harassment (Union Activity)**

To the extent applicable law prohibits, there shall be no discrimination or harassment because of lawful Union activity, Union membership or non-membership.

**Section 3. Accommodation of Disabled Employees**

The District has a lawful obligation under the Americans With Disabilities Act to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will

be on a case-by-case basis and will not be precedential nor will constitute a past practice for anyone other than a qualified individual with disabilities.

### **ARTICLE III PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)/DEFERRED COMPENSATION**

The District shall continue to participate in the Public Employees' Retirement System (PERS) with benefits as currently provided or with such changes in benefits as may be mandated by law or as agreed to by the District and the Union. In addition, the District agrees to continue to facilitate employee participation in tax-sheltered investment programs.

Union shall have the right to representation on the District's Deferred Compensation Committee and PERS Committee.

The District has implemented the 1959 Survivors Benefits Level 4 (Section 21382.5).

The District has instituted a program of pretax payroll deductions for service credit purchase(s).

Subject to the agreement of other affected employee organizations, the District shall, effective January 6, 2003, implement the two and a half (2.5%) percent at 55 Retirement Program and add the Pre-Retirement Option 2 Death Benefit. Concurrently, the District shall assume payment of the additional one (1%) percent of the employees PERS contribution for a total contribution of eight (8%) percent. Employees shall assume responsibility for payment of two and a half (2.5%) percent of the cost of this program through direct payroll deduction.

The District payment of the employee's retirement contribution shall be considered and reported to PERS as compensation for retirement purposes.

The District agrees to match up to the first four hundred (\$400) dollars contributed in a calendar year by an employee to an approved deferred compensation plan.

### **ARTICLE IV PAY PRACTICES**

#### **Section 1. Salaries**

Salaries shall be as set forth in Attachment I hereto.

Effective July, 2002 (Pay Period 02-14), a three (3%) percent salary adjustment increase will be implemented.

Effective January, 2003 (Pay Period 03-01), a three (3%) percent salary adjustment increase will be implemented.

Effective July, 2003 (Pay period 03-14), a four (4%) percent salary adjustment increase will be implemented.

Effective July, 2004 (Pay period 04-14), a four (4%) percent salary adjustment increase will be implemented.

Payday shall be the Friday following the last day of the pay period for which the pay was earned. In the event a regularly scheduled payday falls on a holiday, paychecks will be distributed on the preceding Thursday. In the event an employee will not be at the assigned work location to receive a regularly scheduled paycheck, a request may be made to have the District mail the paycheck to such designation as is desired by the employee.

The District shall continue to offer direct deposit to all eligible employees, as available.

## **Section 2. Step Placement**

Employees shall be compensated on a salary range consisting of six (6) steps with steps one (1) through five (5) being the basic salary range and step five and one-half (5-1/2) and step six (6) being compensated for longevity with the District. The first step is the minimum rate and shall be the usual hiring rate for all classifications. In cases where it is difficult to secure qualified personnel, or a person of unusual qualifications is employed, the District may authorize appointment at a rate other than the first step.

An employee shall be eligible for advancement to:

- A. The second step after completion of six (6) months of competent service in the first step and approval of the District.
- B. The third, fourth, or fifth steps after completion of twelve (12) months of competent service in each preceding step and approval of the District.
- C. The fifth and one-half and sixth step after completion of thirty (30) months of competent service in each preceding step and approval of the District.

Approved salary adjustments may be made retroactive to the first pay period of eligibility.

Individuals in classifications of Industrial Electrician Series, Carpenter, Heavy Equipment Operator, Control Systems Technician Series, Industrial Painter, Equipment Mechanic Series, HVAC Mechanic, Welder, and Plant Maintenance Mechanic Series will be appointed at the first step during the probationary period. After the probationary period has been completed, and upon the acceptance of evidence by the District that the incumbent possesses appropriate journey level competency documentation (completion certificate or trade certificate) through the Department of Industrial Relations of the State of California, the incumbent shall be advanced to the fifth step of the range for the classification. If an employee fails to obtain re-certification at the appropriate journey level, as required by the District, the employee will be returned to the first step. District will investigate the advisability of establishing apprenticeship programs for such classes.

Individuals in classifications in the Water Plant Operator series and Systems Control Operator series are eligible for journey level recognition following completion of probation and possession of appropriate journey level competency certificate through either the Department of Industrial Relations of the State of California, or the California State Department of Health Services.

Equipment Maintenance Supervisor, Mechanical Maintenance Supervisor, Industrial Electrician Supervisor, Systems Control Supervisor, Senior Equipment Mechanic, Senior Plant Maintenance Mechanic, Senior System Control Operator, and individuals

in the Water Plant Operator series are eligible for journey level recognition following completion of probation and possession of appropriate journey level competency certificate through either the Department of Industrial Relations of the State of California, or the California State Department of Health Services.

### **Section 3. Step Placement Upon Promotion, Demotion, or Reclassification**

Upon promotion or reclassification, an employee's salary shall be adjusted as follows:

- A. For a promotion or reclassification of one-half (1/2), one (1) or one and one-half (1-1/2) ranges, the employee shall be placed in the step in the new range which provides for the corresponding range increase.
- B. For a promotion or reclassification of two (2) or more ranges, the employee shall be placed in the step in the new range which provides for a two (2) step increase, or to the first step in the new range, whichever is greater.
- C. If an employee's salary is reduced through a downward reclassification or other action not as a result of a disciplinary action, the District shall freeze the employee's salary at the former rate until such time as the compensation to which the employee would normally be entitled equals or exceeds the former rate.
- D. For a demotion, including a voluntary demotion, the employee shall be placed at the highest step in the lower range which does not provide an increase in salary.

### **Section 4. Salary Adjustment and Service Time**

An employee placed in the first step of a new range or receiving a two (2) step or more range increase as a result of promotion or reclassification, shall receive a new salary anniversary date as of the date of promotion or reclassification for purposes of determining future step increases.

In all other cases of promotion, demotion, transfer or reclassification, employees shall not lose the time served in their former salary step. The time served in the former step shall be included when computing the required months of service needed to be eligible for their next step increase. Employees in the fifth and one-half or sixth step shall have all time served in the fifth, fifth and one-half and sixth step combined as one and counted toward the next step increase.

### **Section 5. Pay Differentials**

- A. An incumbent of the class of Assistant Water Plant Operator who has a Grade III license shall be compensated at a rate one (1) range higher than that to which the employee is normally entitled provided the incumbent is not in a probationary status and was rated at least competent on the most recent performance evaluation.
- B. Incumbents of the classification of Water Plant Operator IV and Water Plant Operator III shall be compensated at a rate one-half (1/2) range higher than that to which they are entitled when they possess a valid Water Treatment Plant Operator Certificate issued by the California State Department of Health Services, of one (1) or more grades higher than that required by their classification.
- C. Incumbents of the classifications of Water Plant Operator IV, Water Plant Operator III, Systems Control Operator III, or Systems Control Operator II, shall be compensated

at a rate one (1) range higher than that to which they are entitled when assigned to a “relief” schedule for periods of not less than a twelve- (12) week duration.

- D. Incumbents of the classes of Administrative Assistant, Board Administrative Assistant, Project Assistant, Executive Assistant, and Deputy Clerk of the Board required to possess and use stenographic skills in the performance of their duties shall be compensated at a rate one (1) range higher than that to which they are entitled, when such requirement is an on going assignment and authorized by the Chief Executive Officer (CEO).
- E. Incumbents of the class of Welder shall be compensated at a rate one-half (1/2) range higher than that to which they are entitled when they possess a valid Welder Certification.
- F. Incumbents of classes required to be commissioned as notary public shall be compensated at a rate one (1) range higher than that to which they are otherwise entitled.
- G. Incumbents of classes who possess, maintain, and use in the regular course of their duties, a Qualified Applicators Certificate (pesticide spray card), shall be compensated at a rate one (1) range higher than that to which they are otherwise entitled.
- H. The rates provided in A though G above shall be considered as base rates for purposes of step placement upon changes of class, overtime compensation, paid leave payoff and related matters determined by base rates.
- I. A swing shift differential of seven and one-half percent (7.5%) over the base hourly rate shall be paid to all District employees who work other than the 12-hour shift schedule and of which as least five-eighths (5/8) of the shift falls between 3:30 p.m. and 12 a.m.  
  
A grave yard shift differential of ten percent (10%) over the base hourly rate shall be paid to all District employees who work other than the 12-hour shift schedule and of which at least five-eighths (5/8) of a shift between 12 a.m. and 8:30 a.m.  
  
A night shift differential of fifteen percent (15%) over the base hourly rate shall be paid to all District employees who work on a 12-hour shift schedule of which “core time” for a night shift has been established consistent with Article V, Section 6. “Flexitime.”  
  
This premium pay shall not be allowed for time spent on vacation, sick leave, or leave with pay.
- J. Incumbents in the classification of System Control Supervisor and System Control Operator III shall be compensated at a rate one range higher than that to which they are entitled by Attachment I when they possess a valid Water Treatment Plant Operator Grade 2 certificate, one and one-half range for Grade 3 and two ranges for a Grade 4 issued by the State Department of Health Services
- K. Incumbents in the classifications of Maintenance Worker III and Heavy Equipment Operator who obtain and maintain a valid crane certification shall be compensated at a rate one range higher than that to which they are normally entitled. Senior Maintenance Workers that carried the crane certification prior to their appointment to that position will also be included for this differential.

Within the current District-established staffing guideline of a maximum of 12 crane operators eligible for a crane differential, the District has the option to specifically recruit for crane certification within any of these classifications (the class specification would so indicate) and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.

- L. Employees required to remain on call for duty during non-working hours shall receive one (1) hour pay or ten dollars (\$10.00), whichever is greater, for the first eight (8) hours or substantial portion thereof, within any single 24-hour period and one-half (1/2) hour pay or five dollars (\$5.00), whichever is greater, for each additional eight (8) hours or substantial portion thereof within the same 24-hour period. Any employee on call shall be readily accessible by telephone or pager and be able to report to duty within a reasonable amount of time as determined by the group manager during the on call period and shall report to duty upon notification to be eligible for payment. Employees found not readily accessible by telephone or pager upon attempted notification by the District, or who refuse to or cannot report to duty within a reasonable amount of time upon notification by the District, shall not be paid for on call duty and may be subject to progressive discipline.
- M. Employees not on call who are called back to work from off duty time shall be compensated for three (3) hours, or actual time worked, whichever is greater, at the appropriate rate provided such call back duty does not immediately precede or follow their normal shift.

Each employee who is on call from Friday after work until Monday at the start of work shall be compensated for eight (8) hours per entire weekend.

- N. Employees reporting to work from on-call status or who are called back to work from off-duty hours as described in paragraphs J and K above shall be paid on a portal-to-portal basis.
- O. Translation Services: In addition to any compensation already provided for by this Agreement, an employee may be authorized payment by the CEO of an amount equivalent to five dollars (\$5.00) per hour for each required hour of written or oral language translation on behalf of the District. Such translation must be in addition to the employee's usual duties and responsibilities and not in the course of performing usually assigned duties and responsibilities. Translation service pay is for occasional use of bilingual skills. In order to receive translation service pay, employee must document time used to provide translation services in a memorandum addressed to the supervisor and submitted to payroll.

Bilingual Pay: Employees who successfully demonstrate the ability to communicate effectively in English and any other language used by a significant portion of the District's population, as determined by the District, may be compensated at the rate of two and one half (2.5%) percent above the rate to which they are otherwise entitled.

The CEO or designee will determine the need and number of employees allowed to participate in this program. However, the District Safety Committee may make recommendations as to the necessity of approval for bilingual pay in areas where workplace safety may necessitate the requirement for employees with bilingual skills. Employees will be approved for bilingual pay upon certification of language proficiency through a District-selected service and approval of the Human Resources Manager.

- P. Employees shall be eligible for job site reporting pay of seventeen dollars (\$17) per day where an employee is, in advance, temporarily assigned by a department manager to perform work on a project or campus other than the employee's regular base of reporting, and the employee must be at the location at the start or end of a shift. Except for Construction Inspectors, temporarily means the assignment does not exceed six (6) months.

When job site conditions warrant, the employee may request or the Group Manager may assign an assigned District vehicle for the purpose of job site reporting.

The employee's regular base of reporting is defined as the office campus where the employee would normally report in the absence of the project activity, usually where the employee's supervisory and support staff are located.

No other compensation including overtime shall be paid for varying commute times and distances to project sites within the District's jurisdiction.

## **ARTICLE V WORKWEEK/OVERTIME/COMPENSATORY TIME**

### **Section 1. Workweek**

- A. The workweek of unit personnel shall be regular recurring periods of 168 consecutive hours in the form of seven (7) consecutive 24-hour periods, as designated by the District. Eighty (80) hours shall constitute a full pay period of work. The workday and the pay periods shall be designated by the District.
- B. Shift hours shall be as designated by the District after consultation with the Union. Employees shall be notified of any change in shift at least five (5) days in advance except in cases of emergency.
- C. Except as noted in D below, a meal break of at least one-half (1/2) hour shall be scheduled at or about midway through the workday. In addition, work load permitting, a twenty (20) minute rest period during the first half of the workday and a twenty (20) minute rest period during the second half of the workday shall be provided and scheduled by the District, during working hours.
- D. Individuals in the Water Plant Operator series, and System Control Operators series, shall remain at their assigned work site during work hours and may eat a meal during working hours.



## **Section 2. Compressed Workweek**

- A. Current standard work schedules include the 8-9-8 and 5-8 schedules, and 12-hour shift schedules for assigned Continuous Facility Operations employees. Upon the recommendation of the Unit Manager and approval of the Administration Assistant General Manager, other alternate work schedules may be established. Prior to establishing any new alternate schedule, e.g., 4-10 schedule. District shall give notice to the Union and afford the opportunity to meet and confer.
- B. Employees accrue vacation, sick and personal leaves according to hours of service. When a holiday falls on an employee's work day, the employee is given holiday pay for the number of hours regularly scheduled in that shift not to exceed nine (9) hours (12 hours for assigned continuous operation employees only). When the holiday falls on an employee's scheduled day off, eight (8) hours shall be added to the employee's vacation balance. Employees shall be charged time off based on the number of hours in the work day missed.

## **Section 3. Part-Time**

- A. Employees who have received management approval to work a reduced work week or part-time schedule and who work a minimum of 40 hours per pay period (at least 80 hours per month) participate in the Public Employees Retirement System and are entitled to receive the following benefits on the same terms as full time employees: Medical, Vision Care, Dental, and basic Long Term Disability Insurance.

They may also participate in any classified employee benefit program wholly funded through employee contributions for which they are eligible under the terms of the agreement with the provider (e.g. optional Accidental Death and Dismemberment Insurance, Business Travel Insurance).

- B. The following paid leave benefits are accrued on a prorated basis:

Holidays, Vacation, Sick Leave, and Personal Leave. Proration of paid leave benefits will be based on the established percentage of a full 80 hour per pay period the employee is approved to work (i.e. employee normally works 20 hours a week = half time so employee receives 50% of the paid leave benefits). In order to ensure that the proration formula is appropriate, an employee must either work the scheduled hours or use accrued leave balances to make up the difference. The actual number of hours worked in any given period, regardless of the employee's regular schedule, shall be recorded and credited for purposes of service accrual (i.e. determining eligibility for the rate of annual accumulation of vacation, seniority, etc.) up to 40 hours per week.

- C. The following paid leave benefits are provided on a prorated basis as follows:

Jury/Witness Leave - employees will be compensated for those hours that fall within their regular specified work hours, provided that the fees for such service are deposited into District funds.

Bereavement Leave - employees will be compensated for those hours that fall within their regular specified work hours.

Military Leave - will be as provided for in the California Military and Veteran's Code.

#### **Section 4. Overtime/Compensatory Time**

- A. An employee must obtain the supervisor's approval prior to working overtime. In exceptional or emergency circumstances where overtime is required and there is not opportunity to obtain supervisory authorization an employee must report the hours worked, purpose, and circumstances to the supervisor during the employee's next scheduled shift.
- B. Overtime is defined as hours worked in excess of forty (40) hours in a work week or hours worked in excess of those regularly scheduled in a full-time shift, excluding authorized meal periods. Part-time employees will be paid overtime for hours worked in excess of 40 hours in a work week, or hours worked in excess of their regularly scheduled shift or 8 hours in a day, whichever is greater. Except as noted in paragraphs C, D and E below, overtime compensation shall be at one and one-half (1-1/2) of the employee's regular hourly rate of pay including hourly premium and bonus wages.  
  
Paid time off shall be counted in calculating hours worked.
- C. Employees may request and earn compensatory time off in lieu of paid time. Compensatory time shall be accumulated at the rate of one and one-half (1-1/2) hour accumulation for each hour worked, not to exceed a total accumulation of eighty (80) hours of compensatory time. Accumulated compensatory overtime must be taken before any accumulated vacation time is used and is to be taken under the same terms and conditions as vacation.
- D. Overtime/compensatory time payment shall be as defined above except that continuous overtime worked in excess of eight (8) hours shall be compensated at two (2) times the regular hourly rate of pay and continuous overtime worked in excess of sixteen (16) hours shall be compensated at two and one-half (2-1/2) times the regular rate.
- E. An employee who is required to work overtime on Sundays or a District holiday will be paid at the rate of two (2) times the regular hourly rate.

#### **Section 5. Fatigue Time**

If an employee works four or more continuous hours of overtime with less than an 8 hour rest period before their next regular scheduled work shift they may receive fatigue time. The purpose of fatigue time is to allow an employee an 8 hour rest period before requiring them back to work. The employee will not lose the regular work pay they would otherwise be entitled to. A maximum of 8 hours of fatigue time is allowed.

Example: An employee whose normal start time is 8:00 a.m., works 4 hours continuous overtime from 10:00 p.m. until 2:00 a.m. Since there are only six hours between the end of the overtime worked and the start of the normal shift, the employee is eligible for two hours of fatigue time. The employee may arrive at work at 10:00 a.m. and can code the two hours missed (8:00-10:00) to fatigue time and receive the normal full day's pay.

Employees requesting fatigue time are responsible for providing advanced notification to their supervisor, or person in charge that they will be utilizing fatigue time.

Employees are not eligible for fatigue time if the overtime work begins four hours of their next regularly scheduled shift.

## **Section 6. Flextime**

### **I. PURPOSE**

To establish a flexible work time policy for District employees to accommodate commutes, family care issues, unanticipated responsibilities, and personal schedules.

### **II. POLICY**

It is the policy of the District to allow flexible time for employees consistent with the operational needs of the District.

#### **A. Grace Period**

Employees are expected to report to work at their designated starting time. On occasions when an employee is not able to report to work on time due to commute difficulties, unanticipated responsibilities, or family care issues, the employee may have up to a 15-minute grace period provided it does not affect the necessary work and responsibility of the District. This grace period is not to be exercised on an ongoing basis, but is intended for unexpected difficulties. An employee who reports to work late must make up the time by working a corresponding number of minutes at the end of the regularly scheduled shift.

#### **B. Flextime**

Employees may request flexible time up to 1 hour before or after the designated start and quitting times.

Flextime may be approved unless in the sole discretion of the District, the time would significantly affect the necessary work and public responsibility of the District. In order to efficiently carry out District work and serve the public, Group Managers establish a core time when all members of a Unit are expected to be on the job. In order to accommodate the needs of an employee, a Group Manager may authorize an employee to report to work up to one hour earlier or later than the established core time; or to extend the lunch period up to an additional 30 minutes.

Each non-exempt employee must complete their full scheduled number of hours required per day. Lunch and/or break times may not be used to complete the number of hours in a shift.

### **III. PROCEDURE**

- A. A "core time" (hours when all members of the group are expected to be on the job) will be established for each unit by the Group Manager. The core time will be determined by the nature of the work of the Unit.
- B. An employee may request a schedule different than the core time by submitting a memo to his or her supervisor requesting flexible work time.
- C. The supervisor is required to approve or deny the request in writing and return it to the employee within 10 working days.
- D. If the request is denied, the employee may appeal to the Deputy Level Manager. The decision of the Deputy Level Manager is final.

## **Section 7. Telecommute**

The Telecommute Pilot Program shall continue pursuant to District policy.

## **ARTICLE VI MEAL REIMBURSEMENT/BREAKS**

### **Section 1. Meal Breaks**

In addition to regular scheduled breaks, employees will be provided a one-half (1/2) hour unpaid meal break after eleven (11) continuous hours of work.

After sixteen (16) hours worked a paid one (1) hour meal break will be provided. After 21 hours worked, an additional half (1/2) hour paid meal break will be provided.

The break is earned at the completion of the 16th and 21st hour worked.

A meal break of at least one-half (1/2) hour shall be scheduled at or about midway through the workday.

### **Section 2. Meal Allowances**

- A. Employees earn a meal allowance in accordance with paragraph B below, after three (3) hours of overtime, when such overtime is contiguous with a full day's work. Employees also earn a meal allowance after any eight (8) hours of continuous overtime and an additional allowance will be earned for every four (4) hours of continuous overtime thereafter.
- B. Allowances for meals are determined by when the meal is earned and are limited as follows:
  1. A meal allowance earned between the hours of 12:01 a.m. and 8:00 a.m. shall be paid at \$8 for breakfast.
  2. A meal allowance earned between the hours of 8:01 a.m. and 4:00 p.m. shall be paid at \$10 for lunch.
  3. A meal allowance earned between the hours of 4:01 p.m. and 12 midnight shall be paid at \$20 for dinner.
- C. Employees are not eligible for a meal allowance if the District provides a meal consistent with the employee's reasonable dietary needs and within reasonable proximity to the time in which the allowance or break would be earned.
- D. Employees shall be reimbursed for actual meal expenses incurred while traveling on District business in accordance with and subject to the limitations of District procedures for travel reimbursements.

### **Section 3. Mileage Reimbursement**

Increase mileage reimbursement for use of private vehicles to equal IRS rate.

**Section 4. Rest Period**

No supervisor shall unreasonably deny an employee a 20-minute rest period during each four (4) hour work shift. Supervisors are responsible for scheduling rest periods. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have an assignment that requires coverage for a full shift which would not permit the employee to actually leave his/her post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his/her duty post.

An employee may not accumulate unused rest period nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

However, the District will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. This break time will, if possible, run concurrently with the employee's break time already scheduled. If it is not possible for the break time for expressing milk to run concurrently with the break time that is already provided, the break time for expressing milk will be unpaid.

**ARTICLE VII PAID LEAVES**

**Section 1. Holidays**

Employees shall have the following paid holidays:

<b><u>Holiday</u></b>	<b><u>Observed</u></b>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
President's Day	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
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
1 Floating Holiday	Must be taken during the calendar year or it will be lost

and

- A. Every day, subject to prior approval by the District Board of Directors, appointed by the President of the United States or the Governor of California for a public fast, thanksgiving, or holiday.
- B. Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed on the following Monday. Holidays falling during periods of paid leave, such as vacation or sick leave shall not be deducted from the accumulated leave time.

Holidays falling on an employee's scheduled day off shall be added to the employee's vacation balance.

- C. Continuous operations shift employees who work on a Saturday or Sunday on which a holiday would normally fall, will be paid at the holiday rate. The Friday preceding or Monday following shall not be considered a holiday for continuous operations shift employees.
- D. A continuous shift operator who works four (4) hours or less on a shift falling on a holiday shall be compensated by adding eight (8) hours to their accumulated vacation leave balance instead of holiday pay.
- E. When work is required on a holiday, such time shall be compensated at the rate of two (2) times the regular rate of pay including premium pay for shift differential, or any other pay differentials, plus the regular holiday pay to which the employee is entitled.
- F. An employee in a leave without pay status immediately preceding the holiday will not be eligible to be compensated for the holiday.

## **Section 2. Absence Notification**

Employees are expected to obtain advance approval for use of vacation, personal leave, compensatory time off or sick leave for cases other than an unanticipated disabling illness or injury or for the need to care for a family member who becomes ill or injured.

In an emergency where it is not possible to anticipate an absence and secure prior approval, the employee should notify his/her supervisor in a timely manner to report the absence. In most circumstances, the call should be made within one hour of the scheduled starting time. Non emergency medical appointments, sick leave, vacation, compensatory time off and personal leave are to be scheduled and approved sufficiently ahead of time so as to minimize the impact on department operations.

The District shall not require an employee to give a reason as a condition for approving the use of vacation, compensatory time, or personal leave provided prior approval is requested.

Any unauthorized absence by an employee shall be deemed to be an absence without pay and will be grounds for disciplinary action by the appointing authority. Any employee who is absent for three (3) consecutive days or more without authorized leave shall be deemed to have resigned.

### **Section 3. Vacation**

Employees shall earn vacation on the following basis:

Year of Service Rate of  
Annual Hours Beginning of  
Vacation Earned

1st	80
2nd	96
5th	128
10th	144
15th	168
20th	176

Vacation may be accumulated not to exceed three (3) times the annual entitlement except when absent on full salary due to a work-related injury or illness, the employee is earning vacation while using sick leave due to an illness or injury, or in case of the inability to take vacation due to extreme emergencies such as fire, flood, or similar disaster. An employee may take vacation immediately prior to the pay period in which accumulated time would be lost but not to exceed one (1) year's earnings. The balance of accumulated vacation shall remain to the employee's credit.

The monetary value of accumulated vacation time will be paid to an employee whose employment is terminated with the District. In the event of termination due to death, the value of accumulated vacation time will be paid to an employee's estate.

Whenever operational practical, vacations will be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the unit manager may place reasonable or other restrictions on the use of vacation.

Supervisors may prepare a schedule of available vacation periods for each classification in their organizational unit in relation to estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review vacation requests and resolve any conflicts in favor of the employee with the most District seniority, provided, however, if an employee requests his/her vacation be taken in two or more non-continuous vacation periods, such employee may exercise his/her seniority only for the first period of vacation.

An employee on vacation who becomes ill may request a conversion of vacation time used while ill to sick leave if such illness is supported by a written statement from a physician or if the employee was hospitalized for the illness or injury.

If an employee's requested vacation must be denied or canceled due to operational reasons and for that reason the employee reaches the vacation accrual maximum, an exception of time will be granted before the vacation accrual maximum is enforced.

### **Section 4. Vacation Cash Out**

Employees may cash out up to forty (40) hours of accumulated vacation leave annually in accordance with District Policy and Procedure 0-562.

## **Section 5. Personal Leave**

Effective the first pay period in each August, twenty-four (24) hours of personal leave shall be credited to each employee in an active status. Persons beginning District employment or returning from unpaid leave after that date shall have a prorated amount of personal leave credited to them, computed on a 26-pay-period basis.

Personal leave shall be taken as scheduled by the employee with the supervisor and may be used for whatever reason by an employee with the following limitations:

- A. Personal leave may be taken in one-hour increments but no more than one full shift of personal leave shall be taken in any one pay period without prior approval of the District.
- B. Personal leave may not be used in conjunction with vacation unless authorized by the District.
- C. Personal leave shall not be accumulated from one year to the next. Any personal leave remaining to the employee's credit at the end of the pay period prior to that pay period when the next year's personal leave is credited shall be lost.
- D. Upon termination, an employee with six (6) or more months of continuous service shall be paid for any remaining personal leave balance.

## **Section 6. Sick Leave**

- A. Employees shall accumulate sick leave at the rate of ninety-six (96) hours per year. Unused sick leave may be accumulated without limitation. Sick leave taken for more than three (3) shifts shall be substantiated to the District. The District may require substantiation of sick leave for less than three (3) shifts.
- B. Sick leave may be used for those reasons outlined in 1, 2, 3, and 4 below and Sections 6 and 7. An employee must notify the supervisor as soon as possible of the intent and basis for sick leave use.
  - 1. Illness or injury.
  - 2. Scheduled medical or dental appointments.
  - 3. An employee who is required by the Workers Compensation Insurer to report for a medical appointment, after release to return to work, will be allowed to charge the time to leave with pay.
  - 4. To care for a seriously ill spouse, child, or other dependent residing with the employee, any member of the immediate permanent household of the employee, or any immediate family member pursuant to the Family and Medical Leave Act when such individual is confined to bed or requires the employee's attention or presence due to the absence of other family members to discharge this responsibility. Sick leave so used shall not exceed eighty (80) hours.

Pre-approved annual sick leave or compensatory leave used for long-term employee illness or dependent care cannot be used to support disciplinary action.



- C. Upon retirement, up to four hundred eighty (480) hours of accrued sick leave shall be paid to the employee or the employee's estate at the rate of fifty percent (50%) of the equivalent cash value. All accrued sick leave beyond four hundred eighty (480) hours shall be paid at the rate of twenty-five percent (25%) of cash value.
- D. Upon resignation with ten (10) or more years of service, or upon separation by layoff regardless of service, up to four hundred eighty (480) hours of accrued sick leave shall be paid off at the rate of twenty-five percent (25%) of the cash value. Accrued sick leave beyond four hundred eighty (480) hours shall be paid off at the rate of twelve and one-half percent (12-1/2%) of the accrued cash value.
- E. Upon death of an employee, all accrued sick leave shall be paid to the employee's estate at the rate of one hundred percent (100%) of the equivalent cash value.
- F. All other rights to sick leave shall be canceled upon separation; provided, however, if an employee resigns and is not entitled to sick leave payoff and is reinstated or re-employed within one (1) year from the date of resignation, the employee shall have his/her former sick leave balance restored. Further, employees receiving a sick leave payoff shall, if reinstated within six (6) months, be required to pay the full amount of sick leave payoff received and have the former sick leave balance restored to prior appointment.

**Section 7. Sick Leave Conservation Program**

The Union and the District, in an effort to provide employees with an incentive to conserve sick leave and a program to assist them in solving situations which require them to use an inordinate amount of sick leave, have agreed to the program outlined below.

- A. Payoff Provision. At the end of Pay Period No. 25 of each year, all employees with a minimum of one (1) year's service who have used twenty-seven (27) hours or less (exclusive of nondeductible bereavement leave) of sick leave during the preceding twelve (12) month period may convert up to twenty-four (24) additional hours of accumulated sick leave in one (1) hour increments, to:
  - 1. Payment at the employee's base hourly rate;
  - 2. Conversion to the employee's vacation balance;
  - 3. A combination of Options 1 and 2 but in one (1) hour increments.

Payment or vacation crediting shall be made as soon as is practical after the necessary calculations but in no case later than the last working day of the first pay period in January.
- B. Monitoring Program. It is further agreed that the District shall establish such sick leave monitoring programs, which may include District-provided physicals, employee counseling or employee home visits, as are necessary to further encourage and assist employees in conserving sick leave.
- C. Sick Leave Donation Program. Employees shall be allowed to donate sick leave to other employees in accordance with District Policy No. 5-068.

Employees may donate up to 200 hours of their sick leave balance to other regular or unclassified District employees.

Donations will be on an “hour for hour” basis and will not be charged against the donor’s sick leave conservation hours.

### **Section 8. Bereavement Leave**

In the event of death in an employee’s immediate family (parent, grandparent, spouse, child, sibling or any other person sharing a comparable relationship resulting from marriage or a registered domestic partner relationship), the employee shall be granted bereavement leave not to exceed twenty-four (24) hours. An additional sixteen (16) hours may be charged to sick leave.

### **Section 9. Jury/Witness Leave**

Any employee who is subpoenaed as a witness is entitled to regular pay while serving as a subpoenaed witness provided the fees for such services are deposited into District funds.

Any employee summoned to appear for jury service is entitled to regular pay while on jury duty, provided the fee for such service are deposited into District funds.

Employees working evening or night shifts shall be entitled to release time from their own work schedule for the number of hours spent on jury duty during the day.

### **Section 10. Military Leave**

Leave for military service shall be as provided for in the California Military and Veteran's Code.

### **Section 11. Part Time Classified**

Part time classified employees shall receive the following paid leave benefits:

- A. Holidays. Compensation for holidays will be on a prorated basis.
- B. Vacation. Compensation and accrual for vacation will be on a prorated basis.
- C. Sick Leave. Compensation and accrual for sick leave shall be on a prorated basis.
- D. Bereavement Leave. Compensation for bereavement leave will be on a prorated basis.
- E. Jury/Witness Leave. Compensation for jury/witness leave will be on a prorated basis, provided the service falls within the employee's regular work schedule and the fees for such service are deposited into District funds.
- F. Military Leave. Leave for military service shall be as provided for in the California Military and Veteran's Code.
- F. Personal Leave. Compensation and accrual for personal leave shall be on a prorated basis.

## ARTICLE VIII LEAVES WITHOUT PAY

### **Section 1. General Provisions**

Leaves without pay may be granted as outlined below; provided, however, that:

- A. A leave may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist.
- B. The period covered by a leave without pay shall not be considered as service time in determining eligibility for vacation, sick leave, salary increases, or other circumstances where service is a factor unless expressly required by law.
- C. Leave without pay granted to a probationary employee shall not be credited toward the completion of the employee's probationary period.
- D. All accrued vacation must be used or, at the option of the District, the monetary value of all accrued vacation must be paid to an employee before a leave of absence without pay can be granted, excluding leave granted for parental or medical purposes.
- E. Employees taking leave without pay for medical purposes must provide a District approved doctor's release upon return to work.

### **Section 2. Parental Leave**

An employee who is an expectant parent may be granted an unpaid parental leave not to exceed six (6) months. Upon return to work, an employee on parental leave shall be reinstated to his/her former or a comparable level position.

### **Section 3. Family and Medical Leave**

Leave of absence without pay maybe granted for the birth or adoption of a child or for the serious health condition of a child, parent, or spouse in accordance with the Family and Medical Leave Act and District Policies and Procedures 5-042.

### **Section 4. Unpaid Personal Leave**

A leave without pay, not to exceed six (6) months, may be approved by the Appointing Authority, for urgent or substantial personal reasons including illness not covered by sick leave. Such leave may be extended by the General Manager for a further period of not to exceed six (6) months in exceptional circumstances. With approval of the Board of Directors, such leave may be extended for more than one (1) year upon a finding by the District of unusual and special circumstances.

### **Section 5. Educational Leave**

A three (3) month leave without pay may be granted for educational or training purposes when it is found by the General Manager that such training or education is of obvious and direct benefit to the District, is not locally available during the employee's non-working hours, and it can be shown that the employee's absence will not unduly affect the work of the employee's unit of assignment. Such leave may be extended for additional three (3) month intervals not to exceed an aggregate leave of one (1) year.

## **Section 6. Compulsory Leave**

The District may require an employee who is incapacitated for work due to illness, injury, or medical condition, to take such leave of absence as will be necessary until the employee can perform the required duties of the position. In addition, the District may require an employee who has been charged in a court of competent jurisdiction with a commission of a felony, or a misdemeanor involving moral turpitude, provided the crime as charged is related to the employee's employment status, to take a leave of absence without pay pending termination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee. Upon a finding of not guilty, the employee may be reinstated to the regularly assigned position with return of all benefits, including salary, that were due for the period of such leave; subject, however, to appropriate disciplinary action if warranted. Any disciplinary action shall be imposed effective as of the commencement date of such leave. If the determination is one of guilt, the District may take appropriate disciplinary action effective as of the commencement date of such leave.

## **Section 7. Industrial Injury Leave**

When an employee is unable to perform assigned duties by reason of sickness or disability, as defined in the Worker's Compensation Act of the State of California, the employee shall receive the regular salary for eighty (80) hours of such disability, conditioned upon the use of a District-designated medical provider for the duration of the services needed for the care of the employee, without loss of sick leave and/or vacation benefits; provided, however, that any temporary industrial injury disability compensation for this period is assigned to the District. If the employee uses a District-designated medical provider the compensation is limited to eighty (80) hours; if the employee uses their own medical provider compensation is limited to forty (40) hours.

At the end of this leave, and if unable to resume work, the employee shall elect whether to receive payment of any accumulated sick, vacation, or over earned leave benefits, or to receive industrial accident compensation payments.

If the employee elects to use sick or vacation leave benefits, all temporary industrial injury disability compensation shall be assigned to the District. This election shall be made in writing and submitted to the District prior to payment of any sick leave or vacation benefits. Prorated credit to the employee's sick leave balance at the employee's current rate of pay shall be made based upon the amount of moneys assigned to the District from industrial accident compensation.

## **Section 8. Insurance Benefits During Unpaid Leave**

Except as noted herein, an employee is not eligible for District contributions toward insurance premiums, during leaves without pay. An employee may, however, make such payments to the District for desired coverage under the conditions, including re-enrollment conditions, as may be established and permitted by the insurance carrier(s).

Employees on parental leave without pay or personal leave due to accident or illness will be eligible for full District contributions toward medical, dental, and basic life insurance for the first six (6) months of such leave.

## **Section 9. Union Leave**

The Union may request up to a 3 month leave of absence for a Union Officer, Steward, or Chief Steward. The District may, in its discretion, approve the request if it is consistent with the needs of the District. Union leave which is granted will be subject to the following conditions:

1. Upon termination of the Union leave, the employee will return to their position.
2. The District may terminate the leave early in the event of emergency or changed circumstances.
3. Employees on Union leave will not suffer any loss of compensation or benefits. The Union will reimburse the District for the full amount of the employee's salary and benefits during the leave.
4. All time spent on Union leave will be counted as service credit by the District.

## **ARTICLE IX EMPLOYEE ASSISTANCE PROGRAM**

The District shall maintain an Employee Assistance Program (EAP) to which all employees shall have access for the purpose of receiving counseling in the resolution of personal problems. Such program shall be operated primarily by personnel outside of the District. Maintenance of confidentiality and anonymity shall be considered a primary goal of the program.

## **ARTICLE X EDUCATIONAL PROGRAM**

### **Section 1. Tuition Reimbursement**

The Union and the District agree that it is in the best interest of both, for not only the employee to initiate but the District to provide, training and other opportunities to further facilitate an employee's career advancement.

In accordance with established procedures, employees with six (6) or more months of continuous service may be reimbursed for tuition or expense payments incurred in taking courses outside of normal working hours related to District employment. All such requests for reimbursement must be approved by the District prior to taking the course. The course content must have some direct relationship to the work of the District. Courses that are required as a part of an employee's general qualifications for his/her classification are not within the scope of this program.

Upon approval of a course, the employee will be reimbursed fifty percent (50%) of the cost of the tuition and other costs such as laboratory fees and assigned textbooks. The remaining fifty percent (50%) of the costs will be reimbursed after the employee completes the course. Total tuition reimbursement shall not exceed \$1,600 in a fiscal year. No unpaid balances over the maximum will be carried forward for payment to a later year.

Courses must be given by an accredited institution.

### **Section 2. Certification and Professional Membership and Materials License Reimbursement**

- A. The District agrees to pay for renewal of Land Surveyor's licenses for employees in the classes of Survey series.

- B. The District agrees to pay for renewal and upgrading of Water Treatment Plant Operator Certification for all Water Treatment Plant Operator and Chemist classifications, but in no case to pay for more than the cost of a license renewal for any one (1) fiscal year.
- C. The District agrees to pay for renewal of Qualified Applicator Certificate and Pest Control Advisor license for classes in Maintenance if used regularly in the course of District employment.
- D. The District agrees to reimburse employees for the cost of certification for Clean Air, Lamp and Brake proficiency and real estate licenses if used regularly in the course of District employment.
- E. District agrees to pay up to \$250 per year for membership, subscriptions, and reference materials for professional organization related to job duties, subject to approval by the Group Manager for the following classifications:

Biologist I, II, III  
 Microbiologist I, II  
 Senior Chemist  
 Senior Microbiologist  
 Water Quality Specialist series  
 Chemist I, II  
 Accountant I, II, III, Sr.  
 Environmental Planners series  
 Technical Systems Administrator  
 Network Administrator  
 Office Automation Coordinator  
 Telecommunications Administrator  
 Program Administrator  
 Senior Information Systems Technician  
 Information Systems Technician I, II, III

If, during the course of this Memorandum of Understanding, the District or legal requirements require new licenses or certificates or if any course work is required to renew such licenses or certificates, fees or the new licenses, certificates, or course work shall be paid by the District.

**Section 3. Education Records**

Employees may have placed in their personnel file any records of the satisfactory completion of an educational program given outside the District which is found to be directly related to their duties.

**ARTICLE XI EMPLOYMENT**

**Section 1. General Policy**

It is District policy that there shall be appointed to District service those persons competent to carry out the District's public responsibility. Appointments to District positions shall be made on an objective basis considering merit, qualifications, competency, and ability to perform the essential functions of the position.

## **Section 2. Promotion**

The District shall determine, based on the needs of the public service, whether vacancies shall be filled on an open, promotional or open/promotional basis.

Qualified applicants for a particular position shall be processed in a like manner.

Inspection of Examinations. Employees participating in District employment examinations shall be permitted reasonable time during working hours without loss of time or pay to inspect their examination papers with the exception of standardized or copyrighted test. Employees must request permission for inspection of test within five (5) working days of receiving test results.

Career Credits. Current employees shall have an additional five (5%) percent, or equivalent value, added to their total examination rating when the District elects to fill a vacancy on an open or open/non-promotional\* basis provided that:

- 1) The employee is not a new hire, probationary, or competitive transfer.
- 2) The employee was rated competent or above in the last evaluation.

Career points will not be awarded to employees placed on an eligibility list that was the result of an internal only promotional opportunity.

\*Open/non-promotional means a vacancy is being recruited externally and internally at the same time.

## **Section 3. Temporary Promotion**

The Appointing Authority may temporarily promote an employee to a class for which he or she is qualified by education, training, and experience, for a period not to exceed twelve (12) months. Such employee's current position shall be retained but compensation shall be in the first step of the range of the promoted position or two (2) steps above the current salary, whichever is higher, during such service. The District shall notify the Union when making a temporary promotion.

## **Section 4. Out-of-Class Pay**

When an employee temporarily replaces another employee in a higher classification, he/she will be paid the appropriate higher rate for such work. Assignments to perform the work of a higher classification pursuant to this section shall be tracked by hours worked and shall not exceed 480 hours in a calendar year. The District shall make reasonable efforts to distribute work out of class on an equal and rotational basis for qualified employees. By use of this section, the District shall not attempt to avoid the District's hiring process for the filling of regular full-time employees.

The purpose of this section is not to restrict training opportunities but to encourage proper classification and compensation for work performed. Out-of-class assignment does not require the employee to meet minimum qualifications of the higher level position.

Nothing herein shall prohibit the training of an employee in work of a more advanced nature without additional compensation, as long as full duties are not substantially assumed.

Employees assigned to work out of class shall be compensated at the first step of the higher level class or one (1) step greater than their current salary rate, whichever is greater.

The employee is so appointed for not less than three (3) shifts per pay period. Holidays shall be paid if the appointment is for forty (40) consecutive work hours or more.

Prior written notice shall be provided by the supervisor; however, if the supervisor fails to provide notice in a timely manner and the employee is expected to perform the duties of the higher classification, employee will receive pay retroactive from the date the employee begins working out of class.

### **Section 5. Probation**

A new employee who is appointed to a regular position must satisfactorily complete a probationary period of twelve (12) months, unless a change to the probationary period for a classification has been approved, before being approved for regular status.

A new employee's probationary period may be extended to eighteen (18) months if the employee has failed to demonstrate competency in the full range of assigned duties.

Anyone who is appointed, promoted, or demoted to another position must satisfactorily complete a probationary period of six (6) months, unless a change to the probationary period for a classification has been approved, before being approved for regular status.

Any employee who is transferred does not need to complete a probationary period unless it is requested by the Appointing Authority and the request is approved by the General Manager or designee.

During the probationary period, the probationary appointee is subject to release or demotion at any time. Upon request from a released probationary employee, a written notice of the reasons for the release shall be presented to the employee. Promotional probationary employees may only be released from District service for disciplinary action. Promotional Probationary employees shall be returned to their former classification for nonperformance in the promotional position.

A promotional probationary period may be extended for any classification to one (1) year.

Probationary employees shall have all rights under this agreement except in cases of suspension, demotion, or termination or as specifically excluded.

Employees reclassified to a new classification who are found by the District to have been performing the duties of the new classification for at least six (6) months need not be placed in a probationary status.

Any employee who is transferred from a position in one classification to another position in the same classification as a result of a vacancy which has been noticed for which all employees are eligible to compete, does not need to complete a probationary period unless it is requested by the Appointing Authority and the request is approved by the General Manager or designee.

### **Section 6. Age Limits**

No person may receive appointment to a classified position who has not reached the age of 18.



## **Section 7. Physical Examinations**

Prior to appointment, a prospective employee shall undergo a medical examination to ascertain medical fitness for the duties of an assigned position by a physician of the District's choice and at District's expense. The District may require an applicant for employment to submit a report of medical fitness by a licensed physician prior to appointment. At the District's option, such examination may be at District's expense.

Prior to the appointment or within a reasonable period following appointment to a new class as a result of promotion, demotion, transfer or reclassification, the appointee may be required by the District, at the expense of the District, to undergo a medical examination to determine the employee's medical fitness for the position.

The District may require an employee to undergo a physical examination, at the expense of the District, to determine the employee's fitness for the currently assigned position.

## **Section 8. Underfill**

Where a vacancy exists in a position authorized by the Salary Resolution, an Appointing Authority, in lieu of filling the vacancy in the class authorized, may, with the approval of the General Manager, fill the position at the lower-related class level if there is no current qualified applicant for the higher class and the typical tasks, duties and responsibilities required of the higher class include those required by the related class. The Appointing Authority may subsequently fill such position at the class level established by the Salary Resolution provided that such action will not result in the removal of an incumbent with permanent status.

## **Section 9. Layoffs**

The following procedure is established to provide an equitable and objective method of layoff for employees.

- A. Order. Reduction in force in a given classification shall be from all positions in the classification District-wide. A layoff list will be created by the appointing authority in the following order:
  1. Probationary personnel, with the exception of promotional probationary employees, in the order determined by the appointing authority.
  2. Employees with six (6) or more months of continuous service, in the order of least continuous service (excluding leaves without pay) in the subject classification.
- B. Employee Options. Employees displaced by layoff as outlined in paragraph A above have the following options.
  1. Accept layoff and (a) be placed on a re-employment list for three (3) years with status the same as an employee on leave without pay for personal reasons, or (b) be processed out of District service under the same terms and conditions as a resigning employee except the reason for termination shall be "layoff."
  2. Accept placement in an equal paying or lower paying vacant position which the District intends to fill. The District's hiring procedure will be used to competitively fill vacant positions intended to be filled after a reduction in force.

Provided at least two qualified employees scheduled for layoff apply for such a position, competition for the position shall be limited to those slated for layoff. Otherwise, the recruitment will follow the District's hiring procedure without limitation.

3. Displace an individual in an equal paying or lower paying classification in the same or closely related occupational series as the present classification, provided (a) the displacing employee has greater total continuous service (excluding unpaid leaves of absence) in a combination of the equal paying or lower paying class, and the class from which the individual is being laid off, than the current incumbent has in the present classification and (b) the displacing employee possesses the necessary skills, license, and expertise to perform the duties of the position. Employees displaced by this option will, for the purposes of these sections, be considered laid off and will be provided the options in paragraph B 1-4.
  4. Voluntary Demotion. An employee subject to separation may also be considered for voluntary demotion to other lower classifications or for transfer to classifications at the same salary level, if any vacancies exist. Any employee who is not transferred or demoted to a regular position will be considered for appointment to any temporary position in his/her classification which is currently filled at the time of his/her proposed separation.
- C. Re-employment Lists. Names of employees affected by reduction in force shall be placed on a layoff and reduction list in the order in which they have been laid off or demoted. The District shall notify all employees on the re-employment list of any and all new position openings which occur within three years of the layoff. Employees laid off or demoted will be reinstated in the reverse order of layoff or demotion. The District will appoint the first employee on the list who is found to be qualified and for whom the vacancy is equal paying or lower paying than the former position. Refusal to accept a position for which an employee is qualified at the same level shall result in the employee's name being taken off the re-employment list and the employee shall be considered as having voluntarily resigned. Employees accepting lower-level positions shall continue on the re-employment list until they are appointed to a position at their former level, or three (3) years, whichever first occurs. In the event the re-employment list cannot be used to fill a vacancy, due to a lack of qualified personnel, the District will use the Hiring Procedure.
- D. Notice. Employees to be laid off under paragraph A shall be given written notice of thirty (30) calendar days with a copy to the Union. Those so notified shall notify the District, within fifteen (15) calendar days, of the option the employee shall pursue under paragraph B above. Employees not providing such notice shall be deemed to have selected Option 1.
- E. Appeal. A dispute raised by an employee or the Union as to the application or interpretation of this procedure, including exceptions under paragraphs A or B, shall be heard by an Appeal Board consisting of one (1) District management representative chosen by the District, one (1) representative of the Union, chosen by the employee, and a third person chosen by the two parties.

The notice of appeal shall be in writing and filed with the District within ten (10) days of notification of layoff. The Appeal Board shall hear the appeal and render the majority opinion within ten (10) days of receipt of the written notice of appeal. The majority

finding of the Appeal Board shall be final and binding on the District and the employee. Proceedings of the Appeal Board will be open to the employee, the employee's representative, the District's representative, and witnesses during their period of testimony. The vote of the Appeal Board will be confidential.

The Appeal Board procedure is in lieu of any other grievance procedure.

### **Section 10. Demotion, Suspension, Dismissal**

No employee who has satisfied a probationary period shall be demoted, suspended or dismissed except upon good cause including chronic absenteeism, incompetence, failure to follow work rules, physical inability to perform assigned duties, insubordination, misstatement of facts on an application or other personnel documents, falsification of work or time records, non-fitness for duty, and related causes. Employees who are absent without authorized leave and without justifiable cause are subject to dismissal. Employees with a physical inability to perform assigned duties may be subject to demotion, suspension or dismissal only after requirements of the Americans with Disabilities Act have been fulfilled, including any necessary accommodation which may be considered to allow the employee to continue to fulfill the assigned duties of his/her position.

### **Section 11. Notice of Disciplinary Action**

When disciplinary action is to be taken, a written notice of recommended action shall be served on the employee in person or by registered mail within ten (10) days of discovery and verification, by the Appointing Authority, of the incident or precipitating incident and employee(s) involved. A copy of the notice of recommended disciplinary action shall be placed in the employee's personnel file and shall include a statement of the recommended disciplinary action, a statement of the cause and the effective date of the action and that the employee has the right to be represented by the employee's Union in this matter.

Prior to exhaustion of the Administrative Hearing/Skelly process, an employee shall not be removed from his/her work unless the investigation or charge under consideration by the District relates to harassment including sexual harassment, retaliation, potential criminal activity, violence, willful destruction of property or potential injury to the employee or others. When an employee is ordered to leave the premises and is placed on administrative leave for such reason, the Union steward or officer shall be promptly notified by the District of such action, with the understanding that the employee's Skelly rights remain fully preserved. In such cases, the District shall complete any necessary investigation process with deliberate speed. Upon request, after two (2) weeks duration, both the employee and the Union shall be notified of the status of the case. Such notice may be requested weekly thereafter. Absent extraordinary circumstances, administrative leave will not exceed eight (8) weeks.

In the event of demotion, suspension or dismissal for disciplinary reasons, employees who have satisfied a probationary period may have a hearing before the appointing authority for the purpose of reviewing the basis upon which the action is being taken and to answer the charges.

Where feasible, and not in conflict with efficient public service or the safety of District employees, said hearing will take place no sooner than five (5) working days after the employee's receipt of the "Notice of Recommended Disciplinary Action," and prior to the effective date of the disciplinary action. An employee in a classification represented by the Union shall be entitled to representation at said hearing and will be noticed of such in the "Notice of Recommended Disciplinary Action."

Following the hearing, the District shall render a notice of "Final Disciplinary Action." Appeal of "Final Disciplinary Action" resulting in demotion, suspension, or dismissal shall be in accordance with Article XIV, Grievance Procedure, Section 5, "Arbitration." Appeal may proceed to arbitration only upon concurrence of the Employee's Union.

Mediation: At any step during the discipline process prior to arbitration, the parties may agree to mediation. Mediation shall require the concurrence of both parties.

If a situation arises where an employee will be counseled by a supervisor for any matter that may result in disciplinary action being taken against the employee, the employee will be notified that he/she has the right to have Union representation at any such meeting. Any employee who reasonably believes that discipline will result from the meeting has a right to request representation. Although not grievable, meetings involving a formal written reprimand which will be entered into the employee's personnel file are considered discipline for the purposes of this section.

## **Section 12. Personnel Records and Evaluation**

- A. Personnel Records. The District may maintain such personnel records of an individual employee as is deemed necessary.

Personnel Records may be viewed by the employee's appointing authority, potential appointing authority, performance evaluation rater, and reviewers only. Further, an employee, or the employee's authorized representative, may view the employee's personnel record at any time.

Nothing shall be placed in the employee's personnel file unless the employee has received a copy of the material to be filed. Material placed in a personnel file which affects an employee's work record negatively may be removed by the District upon petition from the employee and upon evidence that the incident or cause outlined in the material has not recurred and has been on file for a period of not less than two (2) years, except an employee who has received a notice of disciplinary action which was appealed successfully shall have the notice removed from his/her file immediately after the successful appeal and upon request of the employee.

Evaluations shall not be removed from an employee's file unless successfully appealed.

Employees may respond to any document in their personnel file and have a copy placed therein after providing a copy to all concerned parties per requirements as set forth by the Personnel Officer.

- B. Performance Evaluations. An employee's performance shall be evaluated by a uniform and equitable method at least annually and the evaluation shall be considered in matters of transfer, promotion, salary increase, demotion, dismissal, and other personnel actions.

Performance evaluation raters shall discuss employee evaluations with employees whenever an employee is rated, including discussing employee's weaknesses, strengths, and other areas or methods of improvement.

In the event the employee's performance falls below acceptable standards and such inadequate performance could result in adverse action to the employee, the employee

shall be notified in writing including suggestions for corrective action. A copy of this document shall be placed in the employee's personnel file.

Evaluations shall not be grievable through the grievance procedure, but the employee may request a review of the evaluation with the next higher level of supervision and may be represented by the Union in any such meeting. Requests for a meeting regarding an appeal of the evaluation shall be made in writing not later than ten (10) working days following the employee's receipt of the evaluation. A decision regarding the appeal shall be made in writing within ten (10) working days of the meeting.

Evaluations shall not be removed from an employee's file unless successfully appealed.

The District will review and consider suggestions for changes in the performance evaluation procedures.

Until such time as any review and consideration of suggestions for changes in the process have been thoroughly reviewed by the Union and the District by meeting and conferring, District will continue to use procedures in effect at the time of the effective date of this Memorandum of Understanding.

### **Section 13. Classification Review**

The District shall continue the practice of reviewing and monitoring the classes represented by the Union, jointly with the Union, to maintain the ability to retain current staff and to recruit competitively with other public agencies. During the first year of this agreement, the District agrees to classification review of the following classifications:

- a. Chief Construction Inspector/Resident Construction Inspectors/Construction Inspector I/II.
- b. Hydrologic Systems Analyst series
- c. Plant Maintenance Mechanics I/II
- d. Senior Accountant/Accountant/Senior Accounting Technicians/Accounting Technicians
- e. Information Systems Technology series
- f. Maintenance series, including Heavy Equipment Operators
- g. Deputy Clerk of the Board and Board Administrative Assistants
- h. Equipment Mechanics
- i. Office Specialist Series
- j. Environmental Planning Series
- k. Administrative and Executive Assistant Series

### **Section 14. New Classification Review**

The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the description of a class represented by the Union, the District will consult with the Union regarding such change and the salary for the class. Upon request of the Union, the parties shall meet and confer on the salary for the classification within fifteen (15) working days prior to presentation to the CEO. Establishment of salary is not subject to the grievance procedure as contained in this contract.

The District will provide the Union with fifteen (15) working days notice prior to requesting adoption of new classes or if there are substantial revisions to existing classes represented by the Union.

**Section 15. Drug-Free Workplace**

To be administered in accordance with District Policies and Procedures, Attachment II.

**Section 16. Department of Transportation (DOT) Drug Testing Program.**

To be administered in accordance with District Policies and Procedures, Attachment III.

**Section 17. Rotation**

Any employee, after satisfactorily completing the probationary period, may, upon approval of the employee and the appointing authority, rotate for a period of not to exceed three (3) months through other units in the District. The purpose of the rotation is for orientation and learning purposes. During rotation, employee will be compensated at his/her current level. Upon completion of the rotation, the employee will return to his/her originally assigned position.

Employee may have ability to participate in the rotation program, once every five (5) years at the employee's request and is subject to approval by the appointing authority in order to ensure that the rotation schedule does not impact the District. The appointing authority will make every effort to ensure that employees have the ability to rotate once every five (5) years.

If agreed to by the employee and the appointing authority, additional rotations may occur within the five (5) year period provided it is mutually beneficial to both the District and the employee.

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## **Section 18. Lateral Transfers and Administrative Reassignment**

The District and Union have agreed that voluntary administrative reassignments and lateral transfers may be implemented at the request of an employee or District Management and at the discretion of the appropriate appointing authority under the following conditions:

1. An employee may request a voluntary lateral transfer or reassignment at any time. The District, may at its sole discretion, grant a lateral transfer or reassignment provided a position is available.
2. The employee(s) meet the minimum qualifications of the position to which the employee is transferred.
3. The District may voluntarily or involuntarily administratively reassign employees provided all applicable MOU provisions are adhered to.
4. A promoted employee may request return to the specific position or classification from which the employee promoted, and such requests shall not be unreasonably denied when there is an available position.
5. Returning employees shall resume status they had when they vacated the lower position as either permanent or probationary with credit towards step advancement for time served in the higher level position.
6. Employee applying for competitive reassignment between positions in the same classification shall receive an automatic review.
7. Employee requested administrative reassignment must have completed their initial probationary period.
8. Employee requested administrative reassignment shall not be permitted more than once in a two-year period.
9. District shall notify Union of employee requested administrative reassignment.

### Definitions:

**Reassignment** - Movement of employee from one position to a different position within the same classification.

**Lateral Transfer** – Movement of employee from one classification to a different classification within same salary range.

**Voluntary Lateral Transfer or Administrative Reassignment** – A lateral transfer or administrative reassignment requested or agreed to by an employee.

**Involuntary Administrative Reassignment** – A reassignment directed by the District which the employee has not requested or does not agree with.

## ARTICLE XII UNIFORMS AND EQUIPMENT

All safety equipment provided by the District shall meet CAL/OSHA standards where a CAL/OSHA standard has been adopted.

Coverall/uniform practices which currently exist shall be continued through the life of the Agreement.

All employees are required to wear footwear appropriate to duties of their classification. Employees whose job duties require safety shoes, will be reimbursed for up to one hundred fifty dollars and forty-eight cents (\$150.48) of the cost of safety shoes once yearly (calculated from the date of purchase), provided the shoes are in a style and meet safety standards which are approved by the District. In addition, safety shoes for which the District has reimbursed the employee must be worn on the job. Each July, the reimbursement amount shall be adjusted by an amount equal to the change in the San Francisco-Oakland-San Jose Consumers Price Index for all Urban Consumers (CPI-U) from April to April.

The District shall provide a program providing a one hundred forty dollar (\$140) contribution for prescription safety glasses for those employees whose job duties are found to require such equipment.

Coverall/uniform practices which currently exist shall be continued through the life of the Agreement. Classifications are listed below.

1. Assistant Surveyor I, II
2. Assistant Water Plant Operator I, II
3. Associate Real Estate Agent
4. Biologist I, II, III
5. Building Maintenance Technician I, II
6. Carpenter I, II
7. Chemist I, II
8. Chief Construction Inspector
9. Chief Land Surveyor
10. Construction Inspector I, II
11. Control Systems Technician Supervisor
12. Control Systems Technician I, II
13. Engineering Technician I, II, III, Sr.
14. Environment Planner I, II, Sr.
15. Equipment Mechanic I, II
16. Field Operations Administrator
17. Heavy Equipment Operator
18. HVAC Mechanic
19. Hydrographer I, II
20. Hydrologic Systems Analyst
21. Industrial Electrician I, II
22. Industrial Electrician Supervisor
23. Industrial Painter I, II
24. Inventory Control Technician I, II
25. Lab Technician I, II
26. Maintenance Mechanic Supervisor
27. Maintenance Worker I, II, III



28. Microbiologist I, II
29. Plant Maintenance Mechanic I, II
30. Resident Construction Inspector
31. Senior Chemist
32. Senior Control Systems Technician
33. Senior Equipment Mechanic
34. Senior Field Operations Administrator
35. Senior Hydrologic Systems Analyst
36. Senior Industrial Electrician
37. Senior Inventory Control Technician
38. Senior Maintenance Worker
39. Senior Microbiologist
40. Senior Plant Maintenance Mechanic
41. Senior Surveyor
42. Senior Water Measurement Technician
43. Supervisor Building Maintenance Technician
44. Survey Party Chief
45. Systems Control Operator I, II, III
46. Systems Control Supervisor
47. Vegetation Specialist
48. Water Conservation Specialist I, II, Sr.
49. Water Measurement Technician I, II, III
50. Water Plant Operator I, II, III, IV
51. Water Plant Supervisor
52. Water Quality Specialist I, II, Sr.
53. Water Resources Technician I, II
54. Welder I, II

### **ARTICLE XIII BENEFIT PROGRAMS**

Benefit plans currently in effect pursuant to the prior agreement of the parties shall continue during the term of this agreement unless (1) a benefit plan is canceled by the Plan/Insurer or (2) a benefit plan is added, deleted, or amended by mutual consent of the District and the Union.

#### **Section 1. Medical**

The District agrees to continue Kaiser and Blue Shield medical coverage (including hearing aides) at the level currently provided and pay the premium thereof for all employees and their dependents, including registered domestic partners per current District policy.

The District shall pay to each employee age sixty-five (65) or over an amount per month equal to the charge by Social Security for persons eligible for Social Security provided the employee is enrolled in Medicare and such enrollment is a condition for participation in one of the District's medical plans.

The District agrees to continue medical coverage and pay the premium thereof for employees (and a surviving spouse) who retire after July 1, 1988, providing the employee has ten (10) years of service with the District, the District was the last PERS employer, and the employee is receiving a monthly allowance from PERS. Dependent coverage premium will be the responsibility of the retired employee or surviving spouse. During periods when an employee has medical coverage from another employer, that coverage will be primary and the District's coverage will become secondary.

For those employees who retire on or after July 1, 1990, and otherwise qualify, the District agrees to pay the premium for one (1) eligible dependent in addition to the eligible retired employee, if the retired employee has fifteen (15) years of District service. The restriction on other coverage shall be changed as follows: During periods when a retiree or eligible dependent has medical coverage from another employer, that coverage will be primary and the District's coverage will become secondary. Also, the District's coverage will revert to primary coverage during times when the retiree or eligible dependent are not covered by another employer.

Benefits maximums are increased for outpatient therapeutical counseling to a maximum of fifty dollars (\$50.00) per visit (annual maximum benefit to \$2,500.00; not to exceed \$7,500.00 per family) and the coverage limit on major medical is eliminated.

Durable Medical Equipment. The District shall pay for enhanced durable medical equipment coverage with the Kaiser Permanente medical coverage effective January 1, 2003.

### **Section 2. Vision Care**

The District agrees to continue the Kaiser and Vision Service Plan vision care coverage for employees and dependents, and pay the premium thereof.

### **Section 3. Dental**

The District agrees to continue the Delta Dental Plan of California dental coverage for employees and dependents and pay the premium thereof.

### **Section 4. Life Insurance**

The District agrees to continue a basic \$40,000 life and accidental death and dismemberment insurance policy for employees with additional insurance available at group rates.

### **Section 5. Long-Term Disability Insurance**

The District agrees to continue the basic employee coverage under the Income Protection Program, with additional coverage to be paid for by the employee; however, should the enrollment for the additional coverage result in cancellation by the carrier, the contributions made to the Income Protection Program will be discontinued.

Effective July 1, 1988, the basic limit was increased to three thousand dollars (\$3,000).

### **Section 6. Accidental Death and Dismemberment**

The District agrees to make available group accidental death and dismemberment insurance at no cost to the District.

### **Section 7. Part-Time Classified**

The benefits program for part-time classified employees working a minimum of forty (40) hours per pay period, eighty (80) hours, per month is as follows:

Medical/Vision/Dental. The District agrees to provide medical coverage and pay the premiums thereof for part time classified employee and dependents, for medical, vision, dental, using the Insurers described in Sections 1, 2, and 3.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

The following procedure is established as a result of a mutual interest on the part of the District and the Union to settle employee grievances quickly and fairly. Employees and/or their representative shall not be discriminated against, coerced, or interfered with in any way as a result of filing a grievance. An employee may request representation by the Union at any stage of the grievance procedure. Time limits may be modified at any step by mutual agreement.

### **Section 1. Grievance Defined**

A grievance is any dispute between the District and an employee or group of employees concerning interpretation of application of this Agreement; or interpretation or application of rules or regulations governing personnel practices or working conditions within the scope of representation; or the interpretation, application, or practical consequences of a District decision primarily relating to the wages, hours and other terms and conditions of employment within the scope of representation..

Matters excluded from the grievance process include written reprimands, performance evaluations, probationary release of employee's position classification, and items requiring capital expenditure. Written reprimands and performance evaluations are appealable to the next higher level of supervision.

Employees are entitled to representation during the grievance process. Employees shall have the right to represent their own grievance or do so through a Union representative.

### **Section 2. Informal Procedure**

Employees are encouraged to act promptly to attempt to resolve disputes with their supervisors through an informal procedure. Within fifteen (15) working days of the occurrence, or discovery of the occurrence of a grievable issue, an employee shall discuss with their immediate supervisor the issue(s) giving rise to the grievance.

It is the responsibility of the supervisor involved to meet with the grievant within 5 working days of receiving the request to meet. Additional meetings or discussions may be held to resolve the matter. If a resolution is achieved, it shall be documented in writing and signed by the grievant and supervisor. If resolution is not achieved, the employee may file a formal grievance in writing within 10 working days from the date the request to meet informally was filed unless the parties have mutually agreed in writing to extend the time line for response.

### **Section 3. Formal Grievance**

**Step 1.** Within ten (10) working days of termination of the informal procedure, or discovery of an alleged grievance, the formal grievance procedure may be initiated by filing a Notice of Grievance form with the Human Resources Director. A copy shall be provided to the

Employee Relations Representative and the Union. The Notice shall contain the following information to the extent known:

1. The name, classification, and unit of the aggrieved.
2. The date the informal grievance procedure was terminated (if applicable).
3. The specific nature of the grievance.
4. The name of the person(s) responsible for the act which is indicated in Item 3 above.
5. The time(s) and place(s) of occurrence(s).
6. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, or misapplied.
7. The consideration given or steps taken to secure informal resolution (if applicable).
8. The corrective action desired.
9. The name of the person or representative chosen by the employee to provide representation, if any.

If agreed to by the parties involved, a meeting shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance.

The Human Resources Director or his/her designated representative shall issue a decision in writing within fifteen (15) working days of receipt of the Notice of Grievance. A copy shall be directed to the grievant and/or the Union.

**Step 2.** Mediation: At any step during the grievance process prior to arbitration, the parties may agree to mediation. The mediation process shall be as follows: If the grievant is not satisfied with the decision at Step 1, the grievant may, within ten (10) working days, request the matter be referred to mediation. Mediation shall require the concurrence of both parties.

The Mediator shall be obtained from the State Mediation and Conciliation Service or other mutually agreeable sources. The Mediator shall attempt to mediate a mutually acceptable resolution to the grievance. In the absence of mutual acceptance of the resolution, the matter shall proceed to Step 3 (Appointing Authority). A confidential written Mediator's recommendation shall be presented to the Union and appointing authority or his/her designee. The mediation process shall be confidential and shall not be used in any subsequent stage of the grievance procedure, except as provided herein.

**Step 3.** Appointing Authority: Within ten (10) working days of termination of the mediation procedure or the Step 1 decision if mediation is not utilized, the formal grievance procedure may be submitted to the appropriate Appointing Authority.

If agreed to by the parties involved, a meeting shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance. The Appointing Authority shall issue a decision within fifteen (15) working days of receipt of Step 1 or, if applicable, Step 2 Decision/Recommendation.

If the grievant is not satisfied with the decision of the Appointing Authority, the grievant will, within ten (10) working days after receipt of the Step 3 decision request that the grievance be referred to an impartial arbitrator. Only the Union may take a matter to arbitration.

If arbitration is requested, an arbitrator shall be selected from a list of nine (9) names supplied by the State Conciliation Service or, by mutual agreement, from another organization. The grievant and/or representative shall alternately strike one (1) name from the list until one name remains. The remaining name shall be the Arbitrator.

#### **Section 4. Waiver of Steps and Time Limits**

All Steps of the grievance procedure shall be utilized unless the parties mutually agree to waive one or more steps. If the employee or the Union fails to process a grievance within the specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached. If the District fails to respond within the specified time limits, the grievant may appeal to the next step, within the specified time limits. Time limits in this article may be extended if mutually agreed upon by the parties in writing.

#### **Section 5. Arbitration**

The third party arbitration shall be binding upon both parties. Arbitration shall be scheduled during normal District office hours. The grievant may attend the entire hearing without loss of compensation. In the event of a grievance involving a group of employees, one representative designated by the Union involved shall be authorized to attend the entire hearing without loss of compensation. Witnesses called by either party will be authorized to attend the hearing when active participation is required without loss of compensation. Requests for copies of any materials to be used as evidence shall be made at least three (3) working days prior to the arbitration. Any disputes concerning the definition of the grievance (Section 1) or the appropriateness of requested materials shall be resolved by the arbitrator.

Costs of the Arbitration shall be borne equally by the District and Union. Each party shall bear the costs of their own representation.

### **ARTICLE XV CONFLICT OF INTEREST**

No District employee shall engage in compensated employment outside of employment with the District if such employment is found to interfere with the performance of District duties, or to be detrimental to the general interests of the District, or to create a conflict of interest with employment by the District.

Employees intending to engage in outside employment must submit a written notification to their immediate supervisor and appointing authority, stating the type of employment and the amount of time that will be spent on such employment. If employment continues, the notification must be resubmitted annually, by the anniversary date of the initial notification for review.

### **ARTICLE XVI POLITICAL RIGHTS**

During working hours, District employees shall not take an active part in opposing or supporting any ballot proposition or candidate for political office nor, during working hours, shall an employee solicit or seek from any fellow employee or other person, any assessment, subscription or contribution for the support of or opposition to any ballot proposition or political candidate.

### **ARTICLE XVII LABOR-MANAGEMENT COMMITTEE**

The District and Union shall maintain a Labor-Management Committee. The Committee shall meet at least quarterly to discuss matters of mutual concern. Matters to be discussed include:

process for conducting classification studies, hiring process, Systems Control Operator classification, supervisory positions, on-call pay, and career path development process.

## **ARTICLE XVIII CONTRACTING OUT**

### **Section 1. Temporary Employees**

To be administered in accordance with District Policies and Procedures, Attachment IV.

### **Section 2. Sectional Privatization**

The District shall give prompt written notice to the Union of any proposal or plan for the privatization or wholesale operation of any District plant or facility by third parties.

Any District committee or task force charged with the task of studying privatization shall include representation from the Union.

## **ARTICLE XIX SAFETY COMMITTEE**

The District has established a District-wide safety committee. The committee will include at least three (3) representatives appointed by the Union.

## **ARTICLE XX NONSTRIKE/LOCKOUT PROVISION**

During the term of this agreement, the District agrees to not lock out employees and the Union agrees to not engage in any concerted work stoppage. Violation of this article by the Union shall result in cancellation of dues checkoff.

## **ARTICLE XXI FULL AGREEMENT**

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the District and the Union. This agreement supersedes all previous memoranda of understanding between the District and its Departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter specifically referred to in this Agreement shall not conflict with this Agreement, which shall have precedence. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though special practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the District, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the District reserves the right to take action by Management direction.

The Union has an option of meeting and conferring on three (3) issues that are non-substantial cost items during the life of this Agreement.

## **ARTICLE XXII SAVINGS CLAUSE**

If any provision of this Agreement should be held 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 not be affected thereby, and the parties shall enter into negotiations when requested by either party, for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE XXIII DISTRICT/EMPLOYEE RIGHTS**

### **Employee Rights**

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of his exercise of these rights.

### **District Rights**

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

**ARTICLE XXIV REOPENERS**

**Sick Leave/Family Illness**

District and Union agree to reopen during the term of this agreement upon passage of Senate Bill 1661 (Kuehl) (Chapter 901, Statutes of 2002) pertaining to family temporary disability insurance.

**REPRESENTING THE UNION**

**REPRESENTING THE DISTRICT**

\_\_\_\_\_  
Co-Chief Negotiator, Union

\_\_\_\_\_  
Chief Executive Officer, District

\_\_\_\_\_  
Co-Chief Negotiator, Union

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Chief Negotiator, District

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Negotiator, Union

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Negotiator, District

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Negotiator, Union

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Negotiator, District

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Negotiator, Union

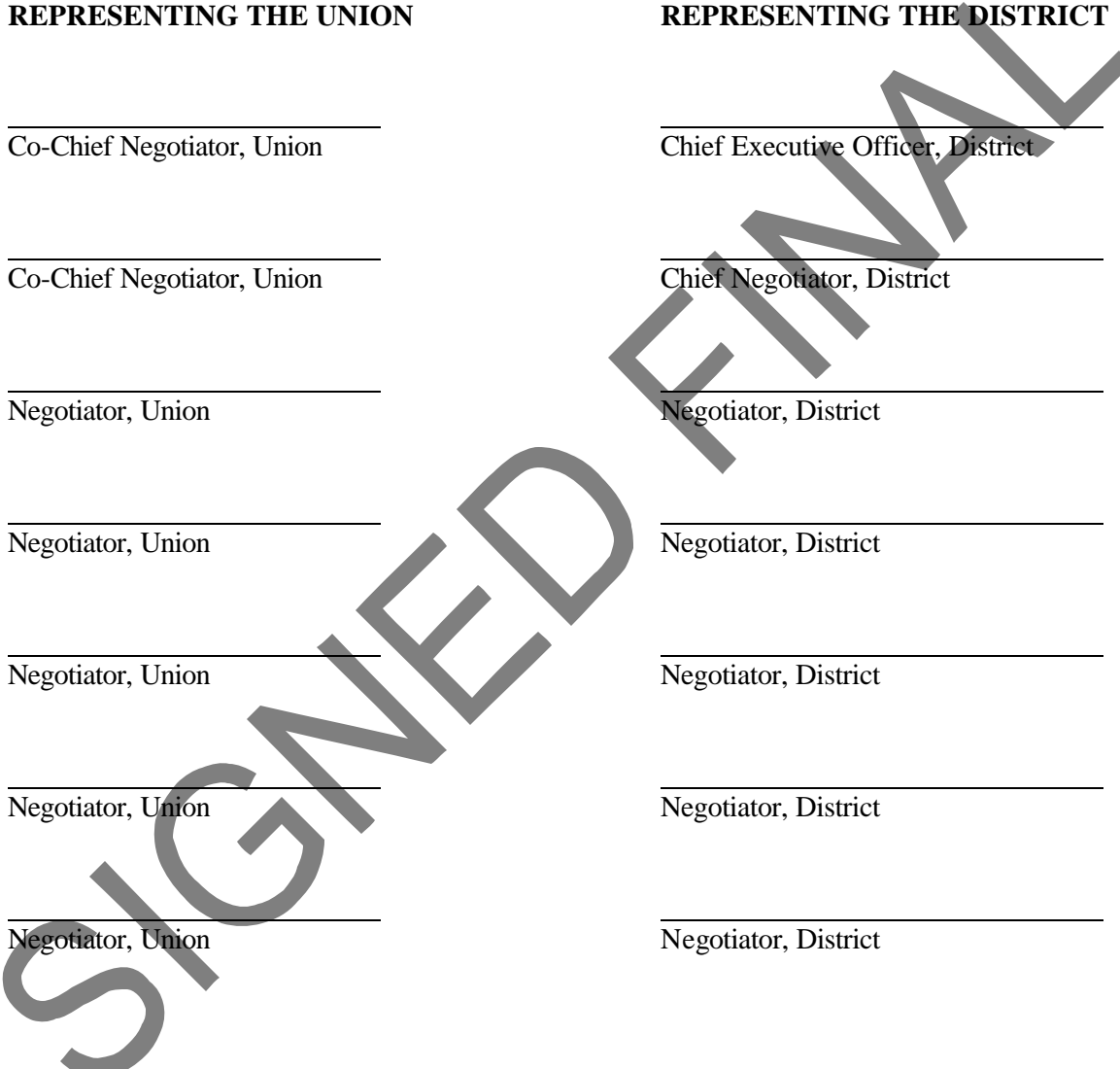
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Negotiator, District

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Negotiator, Union

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Negotiator, District

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Negotiator, Union

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Negotiator, District





## LIST of ATTACHMENTS

Attachment I

Classifications and Salary Ranges Represented by the Employees Association

Attachment II

District Drug-Free Workplace Policy

Attachment III

Department of Transportation (DOT) Drug Testing Program

Attachment IV

District Policy & Procedures 5-201; Temporary Employees

SIGNED FINAL

**ATTACHMENT I**  
**Salary Ranges for**  
**Classes Represented by**  
**EMPLOYEES ASSOCIATION**

<b>Job Code</b>	<b>Classification Titles</b>	<b>Range No.</b>
709	Accountant I	52
708	Accountant II	54
513	Accounting Assistant I	44.5
512	Accounting Assistant II	46.5
710	Accounting Systems Analyst	57
542	Accounting Technician	50
467	Administrative Assistant	49.5
662	Assistant Surveyor I	50.5
661	Assistant Surveyor II	52.5
647	Assistant Water Plant Operator I	49
646	Assistant Water Plant Operator II	52
529	Associate Real Estate Agent	57
726	Biologist I	54
725	Biologist II	56
724	Biologist III	59
474	Board Administrative Assistant I	49
473	Board Administrative Assistant II	51
715	Building Maintenance Supervisor	55
736	Building Maintenance Technician I	49
735	Building Maintenance Technician II	51
714	Buyer I	51
713	Buyer II	53
602	Carpenter I	49
601	Carpenter II	52
629	Chemist I	54
628	Chemist II	56
655	Chief Construction Inspector	58

**ATTACHMENT I**  
**Salary Ranges for**  
**Classes Represented by**  
**EMPLOYEES ASSOCIATION**

657	Construction Inspector I	52
656	Construction Inspector II	54
811	Control Systems Technician I	51.5
810	Control Systems Technician II	54.5
808	Control Systems Technician Supervisor	58.5
580	Corrosion Control Technician I	52
579	Corrosion Control Technician II	54
494	Data Base Administrator	57.5
472	Deputy Clerk of the Board	53.5
585	Engineering Technician I	48.5
584	Engineering Technician II	50.5
583	Engineering Technician III	52.5
533	Environmental Planner I	55
532	Environmental Planner II	57
597	Equipment Mechanic I	49.5
596	Equipment Mechanic II	52.5
466	Executive Assistant	53
835	Facilities Maintenance Coordinator	56
610	Fields Operations Administrator	56
480	Forms Technician I	49
479	Forms Technician II	51
607	Heavy Equipment Operator	53
470	Human Resources Technician I	50
469	Human Resources Technician II	52
608	HVAC Mechanic	54.5
588	Hydrographer I	51.5
587	Hydrographer II	53.5
586	Hydrographer III	55.5
517	Hydrologic Systems Analyst I	52

**ATTACHMENT I**  
**Salary Ranges for**  
**Classes Represented by**  
**EMPLOYEES ASSOCIATION**

516	Hydrologic Systems Analyst II	54
641	Industrial Electrician I	51.5
640	Industrial Electrician II	54.5
620	Industrial Electrician Supervisor	58.5
548	Industrial Hygienist I	54.5
547	Industrial Hygienist II	56.5
813	Industrial Painter I	49
812	Industrial Painter II	52
760	Information Systems Analyst I	53.5
759	Information Systems Analyst II	55.5
758	Information Systems Analyst III	57.5
502	Information Systems Technician I	47.5
501	Information Systems Technician II	49.5
500	Information Systems Technician III	51.5
668	Inventory Control Technician I	48
667	Inventory Control Technician II	50
634	Laboratory Technician I	49
633	Laboratory Technician II	51
723	Librarian	55
674	Maintenance Worker I	47
672	Maintenance Worker II	49
670	Maintenance Worker III	51
705	Management Analyst I	55.5
704	Management Analyst II	57.5
615	Mechanical Maintenance Supervisor	57.5
632	Microbiologist I	54
631	Microbiologist II	56
731	Network Administrator	58.5
496	Office Automation Coordinator	56.5

**ATTACHMENT I**  
**Salary Ranges for**  
**Classes Represented by**  
**EMPLOYEES ASSOCIATION**

498	Office Specialist I	45
497	Office Specialist II	47
817	Paralegal	56.0
689	Plant Maintenance Mechanic I	50.5
687	Plant Maintenance Mechanic II	52.5
598	Procurement Specialist	52
594	Program Administrator	59.5
743	Project Assistant	51.5
742	Project Coordinator	56.5
526	Public Information Representative I	54
525	Public Information Representative II	56
524	Public Information Representative III	58
507	Purchasing Technician I	48
506	Purchasing Technician II	50
531	Real Estate Agent I	52
530	Real Estate Agent II	54
489	Reprographics Technician I	44.5
488	Reprographics Technician II	46.5
658	Resident Construction Inspector	56
834	Security Technician	52.5
707	Senior Accountant	57
510	Senior Accounting Technician	52
712	Senior Buyer	55.5
627	Senior Chemist	58
809	Senior Control Systems Technician	56.5
576	Senior Corrosion Control Technician	56
833	Senior Engineering Technician	54.5
836	Senior Environmental Planner	59
595	Senior Equipment Mechanic	54

**ATTACHMENT I**  
**Salary Ranges for**  
**Classes Represented by**  
**EMPLOYEES ASSOCIATION**

820	Senior Field Operations Administrator	58
829	Senior Human Resources Technician	54
819	Senior HVAC Mechanic	56.5
515	Senior Hydrologic Systems Analyst	56
621	Senior Industrial Electrician	56.5
756	Senior Information Systems Analyst	59.5
757	Senior Information Systems Technician	53.5
665	Senior Inventory Control Technician	52
669	Senior Maintenance Worker	53.5
703	Senior Management Analyst	59
630	Senior Microbiologist	58
482	Senior Office Specialist	48.5
683	Senior Plant Maintenance Mechanic	54.5
505	Senior Purchasing Technician	52
528	Senior Real Estate Agent	59
487	Senior Reprographics Technician	48.5
660	Senior Surveyor	54.5
814	Senior Vegetation Technician	51
841	Senior Water Conservation Specialist	58
590	Senior Water Measurement Technician	55
648	Senior Water Quality Specialist	58
637	Senior Water Resources Technician	56
545	Staff Analyst	54
100	Student Trainee I	31
99	Student Trainee II	32.5
98	Student Trainee III	34.5
97	Student Trainee IV	35.5
581	Supervising Engineering Technician	57
828	Support Services Supervisor	54

**ATTACHMENT I**  
**Salary Ranges for**  
**Classes Represented by**  
**EMPLOYEES ASSOCIATION**

659	Survey Party Chief	56.5
699	Systems Control Operator I	52
698	Systems Control Operator II	54
697	Systems Control Operator III	56
696	Systems Control Supervisor	59
495	Technical Systems Administrator	58.5
755	Telecommunications Administrator	58.5
609	Vegetation Specialist	56
762	Water Conservation Specialist I	54
761	Water Conservation Specialist II	56
593	Water Measurement Technician I	49
592	Water Measurement Technician II	51
591	Water Measurement Technician III	53
645	Water Plant Operator III	54
644	Water Plant Operator IV	56
642	Water Plant Supervisor	59
653	Water Quality Specialist I	54
650	Water Quality Specialist II	56
639	Water Resources Technician I	52
638	Water Resources Technician II	54
600	Welder I	51.5
599	Welder II	53.5
484	Word Processing Operator I	45
483	Word Processing Operator II	47