

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold a Special Board Meeting at 10:30 a.m. on Thursday, July 6, 2017 at the District Office located at 3707 Old Hwy 395, Fallbrook, CA 92028, and will be teleconferenced from 140 Court Street, Reno, NV 89501. At any time during the session, the Board of Directors Meeting may adjourn to Closed Session to consider litigation or to discuss with legal counsel matters within the attorney client privilege.

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: Brazier____ Hamilton____ Gasca____ Mack____ Stewart____
4. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
CLOSED SESSION AGENDA ITEMS (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters regarding the Closed Session agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*

5. **CLOSED SESSION**

- A. Conference with Labor Negotiators (Government Code §54957.6 and §54957)

Agency Designated Representatives

Tom Kennedy
Karleen Harp

Discussions regarding labor negotiations for:

Rainbow Employee Association
Rainbow Association of Supervisor and Confidential Employees

6. **REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**

Time Certain: 11:30 a.m.

7. **PLEDGE OF ALLEGIANCE**

8. **REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**

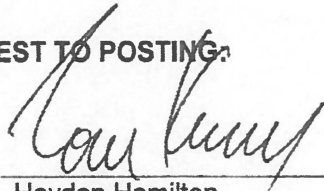
9. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
ITEMS NOT ON THIS AGENDA (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters not on this agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *No action will be taken on any oral communications item since such item does not appear on this Agenda, unless the Board of Directors makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda (Government Code §54954.2). Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*

(*) - Asterisk indicates a report is attached.

BOARD ACTION ITEMS

10. **DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEE ASSOCIATION**
(The existing Memorandum of Understanding (MOU) with the Rainbow Employee Association expired on June 30, 2017. The proposed successor MOU covers the period of July 6, 2017 through June 30, 2021. A resolution, action letter and copy of the MOU will be provided under separate cover.)
11. **DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTING A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEE ASSOCIATION**
(A Supplemental Memorandum of Understanding (SMOU) between the District and the Rainbow Employee Association is being proposed as part of the MOU negotiations process. A resolution, action letter, and copy of the SMOU will be provided under separate cover.)
12. **DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**
(The existing Memorandum of Understanding (MOU) with the Rainbow Association of Supervisors and Confidential Employees Association expired on June 30, 2017. The proposed successor MOU covers the period of July 6, 2017 through June 30, 2021. A resolution, action letter and copy of the MOU will be provided under separate cover.)
13. **DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**
(A Supplemental Memorandum of Understanding (SMOU) between the District and the Rainbow Association of Supervisors and Confidential Employees is being proposed as part of the MOU negotiations process. A resolution, action letter, and copy of the SMOU will be provided under separate cover.)
14. **DISCUSSION AND POSSIBLE ACTION TO ADOPT AN ORDINANCE AMENDING AND UPDATING ADMINISTRATIVE CODE**
(An action letter, ordinance, and proposed changes will be provided under separate cover.)
15. **LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING**
16. **ADJOURNMENT - To Tuesday, July 25, 2017, at 1:00 p.m.**

ATTEST TO POSTING:



FOR Hayden Hamilton
Secretary of the Board

7-5-17 @ 1:30 P.M.

Date and Time of Posting
Outside Display Cases

(*) - Asterisk indicates a report is attached.



Handed out at
mtg. and approved

BOARD ACTION

BOARD OF DIRECTORS

July 6, 2017

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 17-14, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEES ASSOCIATION

BACKGROUND

The existing Memorandum of Understanding (MOU) with the Rainbow Employees Association expired on June 30, 2017.

Based on direction from the Board, the General Manager and Human Resources Manager began negotiations on a successor agreement with the designated representatives from the Rainbow Employees Association on March 15, 2017. The District and Rainbow Employees Association have reached tentative agreement on all items included in the successor MOU.

DESCRIPTION

The proposed successor MOU covers the period of July 6, 2017 through June 30, 2021. A copy of the MOU will be provided at the meeting.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Three: Workforce Development – The proposed successor MOU changes or adds several provisions that are consistent with this strategic focus area. Specifically, it will:

- Enhance the tuition reimbursement program to \$2,500 for employee with 0-3 years of service and to the IRS annual maximum for employees with more than 3 years of service.
 - Fiscal Impact: Estimated to be close to \$10,000 per year based on current usage levels.
- Restructure the merit award program from a step increase system to a “pay for performance” system designed to allow greater flexibility in merit awards and a greater connection between rewards and on the job performance.
 - Fiscal Impact: Exact impact is unknown, as it is contingent upon the results of employee performance reviews, just as the previous program was. However, if the performance ratings distributions remain the same as in the previous year, the total expense associated with the program would be 2% of payroll, compared to 2.1% under the previous program.

Strategic Focus Area Four: Fiscal Responsibility – The proposed successor MOU improves the District’s financial position by:

- Eliminating the retirement medical benefit for employees with less than five years of service, and replacing it with a 401(a) savings plan with matching, and offering employees with more than five years of service the choice to transition to the 401(a), thus reducing Other Post Employment Benefits (OPEB) liability.

- Fiscal Impact:
 - First-year one-time expense of up approximately \$15,600; plus
 - Annual recurring 401(a) matching expense between \$42,000 and \$76,000 depending on participation levels.
 - Potential reduction in OPEB liability that could range from an estimated \$1.1 million to \$2.1 million, depending on participation level in the new program.
- Changing the Cost of Living Adjustments (COLAs) basis from the past practice of a fixed percentage to a CPI based COLA with a minimum and a maximum.
 - Fiscal Impact: This could be fiscally neutral compared to past practice, or result in either a savings of \$23,000 or an additional expense of \$23,000.
- Changing the PTO Cash Out rules and limiting cash out timing to January only.
 - Fiscal Impact: Could range from a savings of \$104,000 to an expense of \$31,000 per year depending on employee requests.
- Increasing the Safety Footwear allowance from \$150 to \$200 per person per year.
 - Fiscal Impact: Could result in an additional expense of up to \$1,650 per year, which would likely be offset by the reduced risk associated with the reduced potential for injury from lower quality shoes that fit within the previous allowance.
- Changing the Medical Insurance Cost Sharing from flat rate to percentage contribution.
 - Fiscal Impact: Unknown. The District is accepting more risk when medical premiums increase, but the new structure gives employees greater incentive to elect lower premium plans, which could offset any potential increase.

Strategic Focus Area Five: Customer Service - The proposed successor MOU creates a committee consisting of members of the bargaining units and management to address negotiable items that may have an impact on operations and customer service. This will allow the District greater flexibility in making changes to specific terms such as Standby and Uniforms throughout the term of the MOU.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Resolution No. 17-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

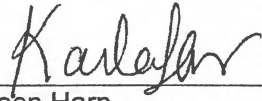
Fiscal Impact: There are several variables that make the exact fiscal impact impossible to predict. Most changes are designed and estimated to be comparable to previous employee compensation and benefits programs or to be fiscally neutral. However, there are several items that will have a modest fiscal impact or could result in either new expenses or new savings to the District, as outlined above. Total estimated fiscal impact is:

First year:	Savings of \$57,000 – Expense of \$157,250
Subsequent annual:	Savings of \$73,000 – Expense of \$141,650
Reduced OPEB Liability:	Estimated between \$1.1 million to \$2.1 million

- 2) Approve Resolution No. 17-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Resolution No. 17-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 17-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.



Karleen Harp
Human Resources Manager

July 6, 2017

RESOLUTION NO. 17-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW EMPLOYEES ASSOCIATION**

WHEREAS, the Rainbow Employees Association has had ongoing negotiations with the Board of Directors through the General Manager for fiscal years 2017-2018, 2018-2019, 2019-2020, and 2020-2021; and

WHEREAS, the employees and Board have reached agreement on terms of employment; and

WHEREAS, the terms have been included in the Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 17-14, approving the Memorandum of Understanding with the Rainbow Employees Association for the term of July 6, 2017 through June 30, 2021.

PASSED AND ADOPTED at a special meeting of the Board of Directors of Rainbow Municipal Water District held on the 6th day of July, 2017 by the following vote, to wit:

**AYES:
NOES:
ABSENT:
ABSTENTIONS:**

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

*Final
Version
for Board
Approval
7/6/17*



MEMORANDUM OF UNDERSTANDING

Between the

RAINBOW MUNICIPAL WATER DISTRICT

and the

RAINBOW EMPLOYEES ASSOCIATION

July 1, 2017 to June 30, 2021



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PREAMBLE

This Agreement made and entered into this 6th day of July, 2017 to be retroactively effective July 1, 2017 and between Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Employee Association, hereinafter referred to as "Association".

RECITALS

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agree upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 Recognition

The District recognizes the Rainbow Employees Association as representative of the representation unit set forth below, if said Association represents a simple majority of the District's non-management, maintenance and operations employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers Milius Brown Act and other laws. The recognized representation unit shall consist of all non-supervisory and non-confidential employees of the District whose positions are non-exempt.

ARTICLE 2 *Implementation*

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding;
3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and Association representative.

ARTICLE 3 *Term*

The term of this Memorandum shall be in effect for four years commencing on July 1, 2017 and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2021.

ARTICLE 4 *Renegotiation*

In the event that Association and the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other no later than January 15, 2021 its written request to commence negotiations. Upon receipt of such written notice, meet and confer shall begin no later than February 15, 2021 unless written notice is given by either party and agreed to by the other party prior to February 15, 2021 agreeing to an alternate starting date. Target date for completion of negotiations is June 1, 2021.

ARTICLE 5 *Non-Discrimination*

The District and Association mutually agree that there will be no discrimination against any employee in the application of the terms of this Agreement by reason of race, sex, age, physical or mental disability, religion, sexual orientation, gender identity, or any other category protected by applicable federal, state or local law. The District and Association agree that the District is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this Agreement, regardless of any provisions of this Agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join or not join and participate in Association activities.

ARTICLE 6 Compensation

Section 1 WAGES

Pay ranges are established in the Rainbow Municipal Water District Non-Exempt Pay Grades. The resulting pay grade ranges are adopted by a separate action of the Board of Directors.

Effective on the first day of the first pay period that begins after July 1 of each year that this agreement is in effect, the following cost of living adjustments (COLA) will be made:

- Non-Exempt Pay Grade ranges and the base pay of all eligible employees within those ranges shall be increased by an amount equal to the 12-month percentage change in the San Diego Consumer Price Index-Urban (CPI-U), Annual amount as published by the Bureau of Labor Statistics from the previous calendar year, with the following restrictions:
 - The minimum increase shall be no less than 1%.
 - The maximum increase shall be no more than 3%.
 - The Legacy Salary Range Table is considered frozen and will not increase.
 - Employees whose base pay rate falls outside of their position's Non-Exempt Pay Grade will remain in the Legacy Salary Range Table and will not be eligible for COLA increases until the top of Non-Exempt Pay Grade is increased to an amount higher than the employee's base pay rate.

The following example illustrates how the COLA adjustment would be calculated:

- 2015 Annual San Diego CPI-U: 269.436
- 2016 Annual San Diego CPI-U: 274.732
- The 2016 Annual CPI-U is 2% higher than the 2015 Annual CPI-U, so the COLA adjustment effective in July 2017 would be 2%.

Section 2 Merit Increases

Employees whose base pay rate has not reached the top of their position's Non-Exempt Pay Grade shall be eligible for consideration for a merit increase after completing one year of employment and each year thereafter.

Merit awards will be calculated by averaging the merit award percentage that corresponds with the score in each Performance Factor of the Annual Performance Review, per the following matrix:

Exceptional	7%
Above Satisfactory	4%
Satisfactory	1.5%
Needs Improvement	0%
Unsatisfactory	Disqualified

MEMORANDUM OF UNDERSTANDING BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND RAINBOW EMPLOYEES ASSOCIATION - July 1, 2017 – June 30, 2021

Employees who receive an Unsatisfactory rating in any Performance Factor, or who are on a Performance Improvement Plan, will not be eligible for a merit increase. The following examples illustrate how a merit award is calculated:

EXAMPLE 1

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Increase
Factor 1	X					7%
Factor 2	X					7%
Factor 3		X				4%
Factor 4		X				4%
Factor 5			X			1.5%
Factor 6			NA			NA
OVERALL RATING	Above Satisfactory					4.7%

With the above performance ratings, the average of 7, 7, 4, 4, and 1.5 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$7 + 7 + 4 + 4 + 1.5 = 23.5$, $23.5 \div 5 = 4.7\%$ Base Pay Increase

Hourly rate of \$30.00 would be increased to \$31.41 per hour ($30.00 * 1.047$)

EXAMPLE 2

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Increase
Factor 1		X				4%
Factor 2			X			1.5%
Factor 3			X			1.5%
Factor 4			X			1.5%
Factor 5				X		0%
Factor 6			NA			NA
OVERALL RATING	Satisfactory					1.7%

With the above performance ratings, the average of 7, 7, 4, 4, and 1.5 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$4 + 1.5 + 1.5 + 1.5 + 2 = 10.5$, $10.5 \div 5 = 1.7\%$ Base Pay Increase
Hourly rate of \$30.00 would be increased to \$30.51 per hour ($30.00 * 1.017$)

New employees may be given a performance evaluation at the completion of four months and eight months as a tool to provide them with feedback on their adjustment to the position as part of the onboarding process. However, there will be no eligibility for a merit increase based on these performance reviews.

If an employee's performance evaluation is fifteen (15) working days or more overdue the employee may petition the General Manager—verbally or in writing—to intervene in ensuring the evaluation is completed in a timely manner. The General Manager will, within fifteen (15) working days, see to it the employee's evaluation is completed and reviewed with the employee.

Section 3 Lump Sum Merit Awards

When an employee's pay rate is at the top of their position's Non-Exempt Pay Grade, the employee will not be eligible for a base pay merit increase. However, the employee may be eligible for a lump sum merit award based on their ratings on the Annual Performance Review.

Lump sum merit awards will be calculated by averaging the merit award percentages that correspond with the score in each Performance Factor of the Annual Performance Review, per the following matrix:

Exceptional	7%
Above Satisfactory	2.5%
Satisfactory	0%
Needs Improvement	0%
Unsatisfactory	Disqualified

Employees who receive an Unsatisfactory rating in any Performance Factor, or who are on a Performance Improvement Plan, will not be eligible for a lump sum merit award.

The following examples illustrate how a merit award is calculated:

MEMORANDUM OF UNDERSTANDING BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND RAINBOW EMPLOYEES ASSOCIATION - July 1, 2017 – June 30, 2021

EXAMPLE 1

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Award
Factor 1	X					7%
Factor 2	X					7%
Factor 3		X				2.5%
Factor 4		X				2.5%
Factor 5			X			0%
Factor 6			NA			NA
OVERALL RATING	Above Satisfactory					3.8%

With the above performance ratings, the average of 7, 7, 2.5, 2.5, and 0 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

7 + 7 + 2.5 + 2.5 + 0 = 19, 19 ÷ 5 = 3.8% Lump Sum Merit Award
 Hourly rate of \$30.00 x 2080 hours per year = \$62,400 Annually.
 \$62,400 * .038 = \$2,321.20 Lump Sum Award

EXAMPLE 2

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Award
Factor 1		X				2.5%
Factor 2		X				2.5%
Factor 3			X			0%
Factor 4			X			0%
Factor 5				X		0%
Factor 6			NA			NA
OVERALL RATING	Satisfactory					1%

With the above performance ratings, the average of 2.5, 2.5, 0, 0, and 0 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$2.5 + 2.5 + 0 + 0 + 0 = 10$, $10 \div 5 = 1\%$ Lump Sum Merit Award
Hourly rate of \$30.00 x 2080 hours per year = \$62,400 Annually.
 $\$62,400 * .01 = \624.00 Lump Sum Award

Section 4 Overtime

A. Rate

Except as otherwise provided in this Agreement, any employee covered by this Agreement shall be paid at the rate of one and one-half times their regular rate of pay for all hours of work in excess of:

- Nine (9) hours per day Monday through Thursday
- Eight (8) hours per day on Fridays
- Forty (40) hours per work week.

Employees will be paid at a rate of double their regular rate of pay for all hours of work in excess of:

- Twelve (12) hours per day
- In excess of eight (8) hours on Sunday if the employee worked consecutively through the previous Monday through Saturday.

If an employee's overtime work period extends beyond a minimum of eight (8) consecutive hours and the work period extends past the start of the next work shift, the employee will be paid at the overtime rate until they are released to go home.

Overtime worked on holidays will be paid according to the terms in the section titled "Holidays" in this MOU.

B. Scheduling

All overtime hours worked must be approved by a Superintendent or Manager. Superintendents and Managers will make every attempt to release employees as soon as practical.

Overtime shall be distributed as equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.

Section 5 Compensatory Time

When any non-exempt employee works overtime, the employee may elect to accrue Compensatory Time Off in lieu of cash payment for the overtime worked. The amount of Compensatory Time Off will be based on the applicable overtime rate (one and one half or double the regular rate of pay as specified in the Overtime Section).

No employee shall be allowed to accumulate over 50 hours of compensatory time. Any time over 50 hours shall not be eligible for accumulation and shall be included as hours paid in the employee's paycheck for the pay period earned.

Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and his/her Superintendent or Manager; permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.

All unused compensatory time will be paid out on the last pay date in December of each year. Employees will have the option to cash out Compensatory Time Off on the last pay date in June of each year.

Upon separation from the District employees shall be paid 100% of their accumulated compensatory time balance at their present rate of pay.

Section 6 Call Back

A. Definition

Call back pay work is defined as time required of an employee who, following the completion of the employee's normal work day and departure from the district, is ordered to report back to duty to perform necessary work. If an employee is called and the call back situation can be resolved by telephone without the employee returning to the district, the employee shall record the actual time spent resolving the matter on their time sheet. An employee will be paid for hours worked as specified in the Overtime Section.

B. Minimum Hours for a Call Back

Employees responding to a call back shall record the actual number of hours worked on the call back, with two (2) hours of time being the minimum number of hours recorded on their time sheet for the work performed which includes travel time to a maximum of 30 minutes each way.

Section 7 Standby Duty

PRIMARY STANDBY

To ensure a high level of service to our customers and responsiveness to emergencies outside of regular working hours, a separate Standby Duty program will be implemented and may be updated annually by agreement between the District and Association. The terms of the current Standby Duty program are addressed in an Addendum to this Agreement.

HOLIDAY SECONDARY STANDBY

To ensure response to potential emergency call backs on holidays and holiday weekends, a separate Holiday Secondary Standby program may be implemented and updated annually by agreement between the District and Association. The terms of the current Holiday Secondary Standby program are addressed in an Addendum to this Agreement.

Section 8 Safety Leave

A. Definition

A minimum amount of non-work hours following a non-scheduled or scheduled work shift. Non-scheduled work is when notification to work is provided with less than 24-hour advance notice. Scheduled work is when notification to work is provided with at least 24-hour advance notice.

Excessive fatigue due to prolonged work periods or insufficient rest between work periods can lead to accidents, injuries, and even death. It is in the best interest of both the District and each employee to prevent excessive fatigue on the job. To this end, this policy will outline how extended work periods will be managed at the District.

B. Required Time Off

Safety Leave is non-working hours to allow employees adequate rest after working long overtime shifts. Safety Leave are considered hours worked for purposes of PERS reporting.

1. Eligibility

Safety Leave will be awarded to employees who work extended overtime to ensure that they have an appropriate amount of rest between shifts.

2. Maximum Shift

The maximum length of time any non-exempt employee may work in any given work period is 18 hours. A work period is defined as a 24-hour interval starting at the employee's normal start time on any given day. If you normally start at 6:30 a.m., this period goes until 6:30 a.m. the following day.

3. Continuous Shift

After a continuous shift of 18 hours (excluding meal breaks), the employee must have a mandatory rest period equal to the length of the next day's scheduled shift. For example, an employee who starts at 6:30 a.m., works 18 hours (leaving at 1:00 a.m.) and is scheduled for 9 hours the following day may report back to work no earlier than 10:00 a.m. the following day. The employee will be awarded three and one-half hours of Safety Leave to make up the difference between the normal start time and the mandatory earliest report time (6:30 a.m. to 10:00 a.m.).

4. Safety Leave After Call Back

If an employee is called back to work for an overtime event after concluding a normal shift, the minimum rest period after concluding this overtime shift will be based on the following table:

Length of Overtime Shift	Minimum Rest Period
9 or More Hours	Length of Next Day's Scheduled Shift
7-8 Hours	8 Hours
5-7 Hours	7 Hours
3-5 Hours	5 Hours
Less Than 3 Hours	None

5. Notification of Safety Leave

In the event the employee is given Safety Leave at or before the beginning of their normal shift, the Superintendent on call or person responsible for overseeing the job is responsible to inform the other Superintendents of the employee being granted Safety Leave. Once an employee has been dismissed from the job he or she is not personally required to call in notifying their Manager or Superintendent they are on Safety Leave.

The person running the job site is responsible for notifying the Superintendent or Manager on call when an employee(s) has/have worked 16 hours in a 24-hour period and need(s) to be relieved for Safety Leave within the next two hours. The Superintendent or Manager is responsible for taking appropriate action to ensure that the employee(s) does/do not exceed 18 hours.

6. Reporting Back to Work

The employee may report to work at the adjusted report to work time or can choose to take additional time for rest. Note that in certain circumstances, especially during periods where the employee is needed for urgent work, the Superintendent or Manager may require the employee to return to work at the conclusion of their Safety Leave.

7. Additional Time Off

If the employee voluntarily chooses to extend his or her rest period, the employee may choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

8. Discretionary Rest Period

Any employee reporting to work who appears too fatigued to work safely, regardless of whether they worked overtime or not, is subject to being sent home for rest at the discretion of their Superintendent, Manager, and the General Manager. In the interest of safety of all employees, Superintendents have the responsibility to ensure that each employee is not going to pose a hazard to others due to excessive fatigue. Employees sent home for rest can either choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

9. EOC Activation

In the event of an emergency and activation of the Emergency Operations Center (EOC) is declared by the General Manager, all mandatory maximum work periods and minimum rest periods are subject to the discretion of the General Manager and Department Managers. Work periods and rest periods will be determined on a case-by-case basis as the immediate needs of the District required.

Section 9 Out Of Class Pay

Full Responsibility

An employee specifically assigned in writing to perform the duties of a position at a higher pay grade for 31 or more days shall be compensated for Out of Class Pay at 10% of the employee's current rate of pay.

Intent: Leaves of 31 days or more, military leave, long-term disability.

Lead Responsibility

An employee specifically assigned in writing to perform a portion of the duties of a higher-level position for one full work week or more shall be compensated an additional 5% of the employee's current rate of pay for Lead Responsibility. One employee shall be delegated to cover the entire duration of the higher-level position's leave period.

The immediate supervisor of the employee (Superintendent or Manager) is responsible for completing the Personnel Action Notice and submitting the Personal Action Notice to the Human Resources Manager for processing as soon as the out of class assignment is known.

At the conclusion of such an assignment, the employee shall be restored to the employee's former classification.

ARTICLE 7 Employee Benefits

Section 1 Medical, Dental And Vision Insurance

MEDICAL INSURANCE:

The District shall offer affordable group medical, dental, and vision insurance plans to all full-time employees. The amount the District contributes towards the cost of the insurance premiums will vary based on which health plan and which coverage tier the employee selects.

Due to the possible volatility of the health insurance market, the District and Association agree that certain circumstances may warrant renegotiating the terms of this Section of this Article before this contract expires. The following circumstances may trigger a renegotiation of this Article:

- If the health plans the District offers become unavailable due to factors outside the District's control.
- If premium costs for an offered plan increase by more than 20% in a single year.
- If the District and Association both desire to seek comparable plans with lower premium costs from other insurance carriers.

If any of these conditions occur, the District will notify Association in writing of the District's intent to renegotiate this Section of this Article no later than August 15 for changes to be effective in the following plan year.

EMPLOYEE ONLY COVERAGE

Beginning with the 2018 plan year that begins January 1, 2018, the District will pay 100% of the premium costs for employee-only coverage, up to the amount of the Anthem HMO employee-only rate. If the employee selects a higher cost plan, then the employee will contribute the difference through payroll deductions.

For example, if the HMO premium for employee-only coverage is \$700 per month, and the employee enrolls in plan with premiums of \$800 per month, then the employee would contribute \$100 per month through two payroll deductions of \$50 each.

DEPENDENT CARE COVERAGE

Dependent Care Coverage on Anthem Plans

Beginning with the 2018 plan year that begins January 1, 2018, the District will pay 82% of the total premium costs for the Employee + 1 or Family coverage tiers, up to a maximum of 82% of the HMO premium rates for those tiers. If the employee selects a higher cost plan, then the employee will contribute the difference through payroll deductions.

The employee will contribute 18% of the total premium costs for the Employee + 1 or Family

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coverage tiers for the HMO or lower cost plans.

The following example illustrates how dependent care coverage will be calculated for Anthem plans (note these are not actual premium rates, only sample calculations):

Anthem Plan	Monthly Premium	District Contribution (82% up to HMO max)	Employee Contribution (18%)	Payroll Deduction (2x per month)
Classic PPO	\$1,750	\$1,148 (HMO max)	\$602	\$301
CalCare HMO	\$1,400	\$1,148	\$252	\$126
Consumer Driven Health Plan (CDHP)	\$1,300	\$1,066	\$234	\$117

Dependent Care Coverage on Kaiser Permanente Plans

Beginning with the 2018 plan year that begins January 1, 2018, the District will cover 100% of the premium costs for employees and dependents enrolled in the Kaiser Consumer Driven Health Plan (CDHP).

For employees who enroll dependents in the traditional Kaiser HMO plan, the District will contribute up to \$3,000 per year above the annual premium rate for the Kaiser CDHP plan.

The following example illustrates how dependent care coverage will be calculated for Kaiser plans (note these are not actual premium rates, only sample calculations):

Kaiser Plan	Annual Premium	District Annual Contribution	Employee Annual Contribution	Payroll Deduction (2x per month)
HMO	\$13,080	\$12,000	\$1,080	\$45.00
CDHP	\$9,000	\$9,000	None	None

HEALTH SAVINGS ACCOUNTS

Employees who elect to enroll in either the Anthem or Kaiser Consumer Driven Health Plans will be eligible to enroll in tax-exempt Health Savings Accounts. Health Savings Accounts may be used to pay for out of pocket medical expenses including copays, prescriptions, and other qualifying expenses per IRS regulations.

On the first banking day of the calendar year, the District will make deposits into the Health Savings Accounts on behalf of the eligible employees. The amount the District will fund depends on the employee’s plan and coverage tier, as follows:

Plan Selected	Amount Funded into HSA		
	Employee Only	Employee + 1	Family
Anthem CDHP	\$1,500	\$2,600	\$2,600
Kaiser CDHP	\$1,500	\$3,000	\$3,000

Employees may elect to contribute additional funds into their Health Savings Accounts through payroll deductions, up to the IRS annual contribution limits.

DENTAL AND VISION INSURANCE:

The District will cover 100 percent of the premium for employees and dependents.

Section 2 Retirement Health Care Contribution

Employees hired before July 1, 2012 will be eligible for Retirement Medical Contributions if they elect not to participate in the District’s 401(a) retirement savings plan. Upon retirement at age 50 or older and with a minimum of ten (10) years of continuous service with the District, the District agrees to reimburse eligible retired employees and their retired spouses for part of the cost of health and dental insurance plans. The District’s contribution will be \$363.00 per month for the retired employee or \$726.00 per month for the retired employee and retired spouse until each reach their respective ages for full Medicare coverage. If the retired employee or retired spouse reaches the eligible age, the contribution for the retired employee or retired spouse will be \$363.00 per month until reaching the eligible age. The assistance period for either will be for a maximum of ten (10) years.

Employees hired after July 1, 2012 will not be eligible for Retirement Health Care Contributions.

Section 3 Deferred Compensation Programs

401(a) PLAN

The District agrees to establish a 401(a)-retirement savings account as a means to assist employees in saving for retirement medical or other retirement expenses. The District will fund the 401(a) accounts as follows:

Employees hired after July 1, 2012 will receive a one-time deposit of \$50 for each pay period the employee has worked between their hire date and January 1, 2018.

Employees hired before July 1, 2012 may elect to participate in the 401(a)-matching program instead of the Retirement Health Care Contribution program. No employee may participate in both programs.

The District will match employee contributions to the 401(a) account per the following terms:

0 – 5 years of service:	\$50 per pay period
5-10 years of service:	\$75 per pay period
10-20 years of service:	\$100 per pay period
Over 20 years of service:	\$125 per pay period

Employee contributions to the 401(a) account will be on a post-tax basis, and the employee may contribute additional funds subject to IRS annual limits. The District's matching funds will be tax deferred.

The District's initial deposit and matching funds will be tax deferred, and will become vested per the following vesting schedule:

1 year of service =	20% vested
2 years of service =	40% vested
3 years of service =	60% vested
4 years of service =	80% vested
5 years of service =	100% vested

If an employee leaves the District's employment before the District's contributions to the 401(a) account have become 100% vested, then the unvested funds will be forfeited and returned to the District.

Employee contributions to the 401(a) account will be on a post-tax basis, and the employee may contribute additional funds subject to IRS annual limits.

457(b) PLAN

The District will provide a dollar-for-dollar match of up to \$100.00 per pay period per employee into a 457(b)-retirement savings account. The employee may contribute additional unmatched funds through payroll deductions, subject to IRS rules.

Section 4 Life And Disability Insurance

The District shall pay for employees' life, short and long term disability insurance.

Section 5 Public Employees' Retirement System

The District participates in the California Public Retirement System (CalPERS). All employees hired at the District before January 1, 2013 are under the CalPERS miscellaneous formula of 2.5% @ 55. The final compensation is the highest average pay rate and special compensation during any consecutive one-year period. The employees contribute the 8% of their annual salary.

A full time new employee hired on or after January 1, 2013 will be subject to the Public Employees Pension Reform Act (PEPRA). A new employee who is also a "New Member" to CalPERS will participate under the mandatory miscellaneous formula of 2% @ 62. The final compensation is the highest average pay rate and special compensation during any consecutive three-year period. The employee contributes 50% of the normal cost established by CalPERS as outlined in the Public Employees' Pension Reform Act of 2013 (PEPRA).

Pursuant to the PEPR, a “New Member” is defined as:

1. An individual who is hired on or after January 1, 2013 and has no prior membership in any California public retirement system.
2. An individual who is rehired by a different CalPERS employer on or after January 1, 2013 after a break in service greater than six (6) months.
3. An individual who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system.

If a former CalPERS eligible employee of the District has a break in service of more than six (6) months but returns to service with the same District, the former employee **will not** be considered a new member pursuant to PEPR.

Section 6 Retirement Notice Bonus

To encourage and reward advance notice of an employee’s intent to retire, the District will pay a \$500 Retirement Bonus for employees who give more than six months’ notice of the intended retirement date in writing. For employees who give one full year’s notice in writing, the District will pay a \$1,000 bonus.

The bonus shall be paid on the employee’s last day worked, provided the actual date is within one month of the date given in the Notice of Intent to Retire.

Section 7 Tuition Reimbursement Program

The District will refund tuition fees and educational material costs incurred by regular employees for approved courses of study and completion with a “C” grade or higher. A “pass” will be accepted for classes where a pass/fail grading system is used. The amount of reimbursement will be as follows:

- For employees who have worked 0-3 years, the District will reimburse up to \$2,500.00 per calendar year for attendance at an accredited college or institution, provide the employee is pursuing a course of study leading to attainment of a degree or accreditation, or providing the course of study is pertinent to the employee’s employment with the District.
- For employees who have worked three years or more the District will reimburse employees up to \$5,250.00 per calendar year for attendance at an accredited college or institution, providing the employee is pursuing a course of study leading to attainment of a degree or accreditation, or providing the course of study is pertinent to the employee’s employment with the District.

For the purpose of determining eligibility, the end date of the class will be the date used to calculate the employee’s length of service and in which calendar year the reimbursement will be applied.

Employees are required to submit applications to their immediate Superintendent or Manager and get approval from their Superintendent or Manager before starting courses for

which educational assistance is requested.

Requests for reimbursement must be submitted within 30 days after completion of the course. If an employee leaves District employment before completion of the approved course, the District will not reimburse the employee for the course.

No assistance will be made until after the completion of the course and no assistance will be made if the employee utilizes other sources (i.e. GI Bill) to pay for the course or portions of the course.

Section 8 Dependent Care Flex Accounts

By January 1, 2018, the District shall establish a qualified Flexible Spending Account (FSA) for Dependent Care expenses in accordance with IRS regulations. The FSA is an employee funded pre-tax benefit account used to pay for dependent care services, such as preschool, summer day camp, before or after school programs, and child or elder daycare.

ARTICLE 8 Paid Time Off

Section 1 Accrual Rate

Paid Time Off shall be granted to each employee and shall be accrued as follows:

Length of Service	Accrual Rate Per Pay Period	Annual Accrual Equivalent	Maximum Accrual
Up to 4 years	7.69 hours	200 hours	400 hours
4 – up to 9 years	9.23 hours	240 hours	480 hours
9 years and above	10.77 hours	280 hours	560 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum accrual, PTO hours will no longer accrue until the employee uses PTO hours to bring their balance under the maximum.

If a PTO request has been previously approved by the District, and through no fault of the employee the leave request is cancelled by the District and an employee reaches the maximum accrual, then the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

All new employees will accrue PTO beginning the first day of employment; however, these hours will not be eligible for use until after the completion of 90 days of full-time employment. General Manager shall have discretion to grant earlier use of accrued PTO for medical emergency, bereavement, or other emergency situation on a case-by-case basis.

Section 2 Paid Time Off Buy Back

Employees may cash out accrued paid time off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An IRREVOCABLE request must be completed and submitted during the month of December for cashing out PTO on the last pay period of the following January of the following calendar year.
- The irrevocable request may not exceed 280 hours.
- Employee must have taken at least 80 hours cumulative Paid Time Off (PTO) between December 1st of the previous year and November 30th of the current year.
- Employee must maintain a minimum balance of 80 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The hardship request must be approved by the General Manager and is subject to the unforeseeable emergency definitions of the internal revenue code. (Title 26, section 1.409a-3).

In the event the IRS changes their regulations pertaining to this policy, the District will meet and confer with the bargaining unit to determine how to manage the impact of the regulatory changes.

Section 3 Separation From District Employment

Upon separation from the District 100% of the employee's accumulated paid time off will be paid at their present rate of pay.

ARTICLE 9 Other Leaves

Section 1 Holidays

The District will provide the following paid holidays. Compensation for paid holidays will be for the entire length of the regular scheduled shift.

Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

If a holiday falls on an employee's regularly scheduled Friday off, then 8 hours of Holiday Bank will be credited to the employee for that day at the beginning of the fiscal year (July 1) to be available for use before the end of the fiscal year (June 30). Any Holiday Bank hours not used by the end of the fiscal year will be forfeited. Holiday Bank hours will not be cashed out at termination of employment.

If an employee works overtime on a holiday, double time will be paid on the actual date of the holiday, and one and one half times the regular rate of pay will be paid on the date the holiday is observed. Overtime worked on Easter Sunday will be paid at double time.

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All paid holidays for each year of this contract are as follows:

REMAINDER OF FISCAL YEAR 2017			
Holiday	Official Date	Day Observed	Holiday Pay
Independence Day	Tuesday, July 4	Tuesday, July 4	9 Hours
Labor Day	Monday, Sept. 4	Monday, Sept. 4	9 Hours
Veterans Day	Saturday, Nov. 11	Friday, Nov. 10	8 Hours
Thanksgiving Day	Thursday, Nov. 23	Thursday, Nov. 23	9 Hours
Day After Thanksgiving	Friday, Nov. 24	Friday, Nov. 24	8 Hours
Christmas Eve	Sunday, Dec. 24	Monday, Dec. 25	9 Hours
Christmas Day	Monday, Dec. 25	Tuesday, Dec. 26	9 Hours

2018			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Eve	Sunday, Dec. 31	Monday, Jan. 1	9 Hours
New Year's Day	Monday, Jan. 1	Tuesday, Jan. 2	9 Hours
Presidents Day	Monday, Feb. 19	Monday, Feb. 19	9 Hours
Cesar Chavez Day	Saturday, Mar. 31	Friday, Mar. 30	8 Hours
Memorial Day	Monday, May 28	Monday, May 28	9 Hours
Independence Day	Wednesday, July 4	Wednesday, July 4	9 Hours
Labor Day	Monday, Sept. 3	Monday, Sept. 3	9 Hours
Veterans Day	Sunday, Nov. 11	Monday, Nov. 12	9 Hours
Thanksgiving Day	Thursday, Nov. 22	Thursday, Nov. 22	9 Hours
Day After Thanksgiving	Friday, Nov. 23	Friday, Nov. 23	8 Hours
Christmas Eve	Monday, Dec. 24	Monday, Dec. 24	9 Hours
Christmas Day	Tuesday, Dec. 25	Tuesday, Dec. 25	9 Hours
New Year's Eve	Monday, Dec. 31	Monday, Dec. 31	9 Hours

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2019			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Day	Tuesday, Jan 1	Tuesday, Jan. 1	9 Hours
Presidents Day	Monday, Feb. 18	Monday, Feb. 18	9 Hours
Cesar Chavez Day	Sunday, Mar. 31	Monday, April 1 st	9 Hours
Memorial Day	Monday, May 27	Monday, May 27	9 Hours
Independence Day	Thursday, July 4	Thursday, July 4	9 Hours
Labor Day	Monday, Sept. 2	Monday, Sept. 2	9 Hours
Veterans Day	Monday, Nov. 11	Monday, Nov. 11	9 Hours
Thanksgiving Day	Thursday, Nov. 28	Thursday, Nov. 28	9 Hours
Day After Thanksgiving	Friday, Nov. 29	Friday, Nov. 29	8 Hours
Christmas Eve	Tuesday, Dec. 24	Tuesday, Dec. 24	9 Hours
Christmas Day	Wednesday, Dec. 25	Wednesday, Dec. 25	9 Hours
New Year's Eve	Tuesday, Dec. 31	Tuesday, Dec. 31	9 Hours

2020			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Day	Wednesday, Jan. 1	Wednesday, Jan. 1	9 Hours
Presidents Day	Monday, Feb. 17	Monday, Feb. 17	9 Hours
Cesar Chavez Day	Tuesday, Mar. 31	Tuesday, Mar. 31	9 Hours
Memorial Day	Monday, May 25	Monday, May 25	9 Hours
Independence Day	Saturday, July 4	Friday, July 3	8 Hours
Labor Day	Monday, Sept. 7	Monday, Sept. 7	9 Hours
Veterans Day	Wednesday, Nov. 11	Wednesday, Nov. 11	9 Hours
Thanksgiving Day	Thursday, Nov. 26	Thursday, Nov. 26	9 Hours
Day After Thanksgiving	Friday, Nov. 27	Friday, Nov. 27	8 Hours
Christmas Eve	Thursday, Dec. 24	Thursday, Dec. 24	9 Hours
Christmas Day	Friday, Dec. 25	Friday, Dec. 25	8 Hours
New Year's Eve	Thursday, Dec. 31	Thursday, Dec. 31	9 Hours

BEGINNING OF FISCAL YEAR 2021			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Day	Friday, Jan. 1	Friday, Jan. 1	8 Hours
Presidents Day	Monday, Feb. 15	Monday, Feb. 15	9 Hours
Cesar Chavez Day	Wednesday, Mar. 31	Wednesday, Mar. 31	9 Hours
Memorial Day	Monday, May 31	Monday, May 31	9 Hours

Section 2 Civic Duty Pay

RMWD recognizes and supports its employees' participation in civic activities such as jury duty, appearing in court as a witness, and serving as a reservist in the United States military.

When an employee is under orders to report for jury duty, to act as a witness, or for military reservist training, the District will pay for up to ten working days of Civic Duty Pay per calendar year except as otherwise required by law. Compensation will be at the employee's regular wage rate, less any fees received from the court or compensation from the military for their service during those two weeks. In no event shall double pay to the employee result from civic duty. Civic duty service falling on a District holiday or employee's regularly scheduled day off is not payable as Civic Duty Pay. The District will not compensate the employee for mileage or meal expenses unless the employee is testifying on a District-related matter.

If an employee is serving as a juror for an extended period, and has exhausted Civic Duty Pay, the employee will be required to use other forms of paid leave, such as PTO, Compensatory Time, or Holiday Bank. However, if the employee has already used 40 hours of PTO time for the jury service and continuing to use PTO would cause the employee's PTO balance to fall below 80 hours, the District will resume paying Civic Duty Pay. Each employee will be eligible for this extended Civic Duty Pay no more than one time for the term of this agreement.

The employee must present the notification to appear for Jury Duty or military duty to his/her Supervisor as soon as it is received. If a deferment is deemed necessary after consulting with the employee's supervisor, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

During the period of Civic Duty Leave, employees are expected to report either to their assigned work at the District or to the court or military during working hours. It is the responsibility of the employees on Civic Duty Leave to advise their immediate supervisors of their jury duty schedule, which includes starting and ending on a daily basis.

Employees are not eligible for Civic Duty Leave when the employee is a party to the litigation or an expert witness. Employees should see Human Resources if they have questions about the Civic Duty Leave policy.

Section 3 Flex Hours

The purpose of flex hours is to allow employees flexibility in managing their work life balance by offering the employees the opportunity to temporarily change their work schedule with prior approval to take care of personal business without requiring the use of paid time off, compensatory time, or holiday bank time.

If an employee needs to be away from the district for a portion of a regular work day not to exceed 3 hours and they wish to make up the time in the same work week, they must coordinate with their immediate Superintendent or Manager to make arrangements for the use of flex hours at an approved time during the same work week. Use of flex hours will be approved or denied based on operational needs. Any make-up flex hours in excess of the normal work shift will be paid at straight time.

Section 4 Workers' Comp Follow-Up Medical Visits

Any employee who requires medical care for a job-related injury or illness shall receive regular pay while obtaining medical care on the day the injury or illness is first reported.

However, any follow-up and/or additional treatment appointments should be scheduled around the employee's regular work schedule whenever possible. Employees will be required to use PTO or any other leave time on accrual. If no leave time is available, the time from work will be unpaid.

ARTICLE 10 Uniforms

In the interest of presenting a professional image to the public, and to allow members of the public to easily identify District employees, the District will establish a Uniform program for certain positions. The details of the Uniform program will be outlined in an Addendum to this agreement and may be updated annually by mutual agreement of the District and Association.

Safety Shoes

Employees whose jobs may require exposure to work in the field requiring ANSI approved safety footwear are eligible for reimbursement not to exceed \$200.00 per fiscal year. The safety footwear allowance covers footwear that meet the approved ANSI standards for the steel/composite toe protection and may also include comfort inserts. If an eligible employee needs replacement safety footwear before the fiscal year ends, due to heavy wear and tear, with approval from the Human Resources Manager or designee, they can be reimbursed for the replacement to ensure they are protected. Employees must submit a receipt of purchase and proof of ANSI compliance to be eligible for reimbursement.

ARTICLE 11 Me-Too Clause

During the term of this MOU, if the District provides any other bargaining units a Cost of Living Adjustment (COLA) greater than that which is provided in this Agreement, then the District shall adjust the COLA contained in this Agreement so that it is equal to the COLA increase granted to employees in the other bargaining units. Such adjustments shall be effective at the time the salary adjustment is granted to the employees in the other bargaining units.

In addition, if any bargaining units' Medical and Dental Insurance provisions are greater than the provisions in this agreement, the District shall adjust the Medical and Dental Insurance provisions contained in this Agreement so that they are equal to the Medical and Dental Insurance provisions contained in the other bargaining units' agreements.

ARTICLE 12 District Representatives Of Employees And Management

The District shall establish a committee of District Representatives of Employees and Management (referred to as the DREAM team). The DREAM team shall include two representatives from each bargaining unit, the Human Resources Manager, and one other member of the management staff. The purpose of the DREAM team will be to:

- Annually review and possibly negotiate changes to the Addendums to the MOUs in accordance with the terms in the related Article(s).
- Mutually Meet and Confer in Good Faith to endeavor to reach agreement on any matters within the scope of representation that may arise during the term of this MOU.
- The DREAM team will meet during regular work hours with no loss of compensation for any participants.

ARTICLE 13 Grievance Procedure

Association and the District wish to work together to make every reasonable effort to resolve grievances, as defined in this grievance procedure, as near as possible to the point of origin.

Section 1 Definitions

1. **Grievance.** A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of the Memorandum of Understanding ("MOU") or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

2. **Grievant.** A grievant is any employee of the bargaining unit or the bargaining unit who alleges he/she/they is/are personally adversely affected by an alleged violation, misinterpretation or misapplication of a specific provision of the MOU or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.
3. **Business Day.** A business day is any day on which the District is open for business.
4. **Immediate Supervisor.** The immediate supervisor is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant. Any questions as to whom constitutes the grievant's immediate supervisor should be addressed to the Human Resources Manager.

Section 2 Informal Process

A grievant shall orally notify his/her immediate supervisor or the Human Resources Manager, as defined in Article 13, Section 1 of this policy, that he/she has a grievance and of the general nature of the grievance, within seven (7) business days of the event resulting in the grievance.

Within seven (7) business days of the oral notification, the person notified shall meet with the grievant and orally discuss the grievance in detail. It is the intent of this Informal Resolution process that at least one personal conference where the grievance is orally discussed in detail be held between the grievant and the person notified. Failure to do so will render the grievance null and void and the grievant will not be entitled to proceed to the next level of the grievance procedure.

Within seven (7) business days of the conclusion of the Informal Process, the party notified shall prepare a memorandum documenting the results of the Informal Process, and shall send the memorandum to both the grievant and the Human Resources Manager.

Section 3 Steps of the Formal Process

If the grievance is not settled to the grievant's satisfaction during the Informal Process and the grievant wishes to pursue the grievance, the grievant shall present his/her grievance in writing pursuant to the steps and timelines specified below. The grievance shall be typed or legibly hand-written and include the following information:

- a. A statement of the specific provision of the applicable MOU or other written District policy which affects the employee's wage, hours, or other terms and conditions of employment that was allegedly violated, misinterpreted, or misapplied;
- b. A full statement of the facts and events involved in the matter, including the date or dates on which the violation, misinterpretation or misapplication allegedly occurred;

- c. The documents, witnesses, or other evidence that support the grievance;
- d. An explanation of how the employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- e. A statement of the corrective action requested and the reason the corrective action is appropriate;
- f. The grievant's signature and the date the grievance was submitted; and
- g. The date the informal grievance was initially presented and to whom it was presented under the Informal Process.

No grievance will be accepted for processing unless all of the information listed above is provided by the grievant.

Step 1- Department Manager or Human Resources Manager

The grievant must present the written grievance to the Department Manager or the Human Resources Manager within seven (7) business days after the date the memorandum documenting the results of the Informal Process is provided to the grievant.

Within seven (7) business days after the grievant presents his/her written grievance, the Department Manager or Human Resources Manager may, in his/her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance.

The Department Manager will provide a written response to the grievant within seven (7) business days after receipt of the written grievance or within seven (7) business days after any scheduled meeting or meetings that is/are held, whichever occurs later.

Step 2 - Appeal to the General Manager

If the grievance is not settled to the grievant's satisfaction at Step 1 and the grievant wishes to pursue the grievance, the grievant must present the written grievance to the General Manager within seven (7) business days after the date of the written response to the grievant at Step 1.

Within seven (7) business days after the grievant presents his/her written grievance, the General Manager may, at his/her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, the General Manager will provide a written decision to the grievant.

The General Manager's decision will be limited as follows:

- 1. The decision shall neither add to, detract from, nor modify the language of the applicable MOU.
- 2. The decision shall be confined to the precise issue(s) the grievance raised and that the grievant submitted.

3. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any other types of damages or attorneys' fees.

The General Manager may delegate non-involved managers or non-District employees to act on the District's behalf at any level of the grievance process. The findings and recommendations any such individual renders shall be advisory to the General Manager, who may accept, reject, or modify that individual's recommendation, and who shall issue a determination within seven (7) business days.

Step 3: Appeal to Board of Directors

If the grievance is not settled in Step 2 and the grievant desires to appeal, he or she shall submit his or her appeal in writing to the Board of Directors within seven (7) business days after the General Manager has given his/her decision. A hearing before the Board of Directors with the grievant's representative present if desired by the grievant shall be held at the next regular Board meeting.

The Board of Directors shall give their decision on the grievance in writing to the employee and the General Manager within fourteen (14) business days following the meeting. The Board of Directors' decision shall be final and binding.

Section 4 Additional Rules Applicable to The Grievance Procedure

1. **Representation.** Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
2. **Withdrawal.** A grievant may withdraw any grievance at any time, by giving written notice to the District representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Manager.
3. **Resolution.** If the grievant does not present the grievance to the next level within the time limits for each step, the grievance shall be considered resolved on the basis of the response at the last level.
4. **Waiver.** The grievance is deemed waived by grievant for all purposes if grievant does not process the grievance within the time frames set forth in this grievance procedure.
5. **Deemed Denied.** If the District does not respond to a grievance within the time frames set forth for each step, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

6. **Written Agreement to Extend Time.** In the event of extenuating circumstances, the parties may mutually agree in writing to extend time at each step. The time extension will only be effective for the amount of the time extension agreed to in writing and for the step that it applies to as agreed in writing.
7. **Grievance Meetings.** Grievance meetings will be held during regularly scheduled work hours of the grievant and the individual to whom the grievance is presented, unless otherwise mutually agreed.

Section 5 Retaliation

No party to a grievance shall be subject to retaliation for utilizing the grievance procedure in good faith.

ARTICLE 14 Discipline Procedure

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding (“MOU”), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

- Employees Hired Before July 1, 2017

Disciplinary procedures for employees hired before July 1, 2017, are set forth in the Supplemental Memorandum of Understanding dated July 1, 2017.

- Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are set forth in the Employee Handbook.

ARTICLE 15 Severance

Employees hired after July 1, 2017 shall be entitled to severance pay if employment is terminated by the District after one year of service has been completed. The amount of severance eligibility increases with years of service, as follows:

<u>Length of Service</u>	<u>Severance Benefit</u>
1 – 3 years	2 weeks’ pay with 1 month of COBRA benefits
4 – 5 years	4 weeks’ pay with 1 month of COBRA benefits
6 – 10 years	6 weeks’ pay with 2 months of COBRA benefits
11 years or more	8 weeks’ pay with 2 months of COBRA benefits

One week's pay shall be considered 40 hours at the employee's current base hourly rate, not including any overtime. The employee's right to receive the severance pay set forth above is conditioned upon the employee executing a release of claims against the District. However, no employee is entitled to any of the severance benefits provided in this Article if the employee's termination is due to egregious conduct including, but not limited to, assault, battery, harassment, reporting to work under the influence of drugs or alcohol, theft, embezzlement, or other illegal activity.

ARTICLE 16 *Modifications, Waiver*

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District's Board of Directors. The waiver of any breach, term or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 17 *Provisions of Law*

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, and the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 18 *District Rights*

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

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;

7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.

ARTICLE 19 *Entire Agreement*

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties met and conferred regarding disciplinary procedures, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. With respect to disciplinary procedures, this Agreement references and incorporates by that reference the Supplemental Memorandum of Understanding dated July 1, 2017, pertaining disciplinary procedures for employees hired before July 1, 2017.

Therefore, the District and Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, with the creation of the DREAM team, the parties will annually review and possibly negotiate in good faith changes to this Agreement which may only be amended during its term by the parties' mutual agreement in writing.

Approved by the Board of Directors of the Rainbow Municipal Water District on July 6, 2017.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW EMPLOYEES ASSOCIATION

Helene Brazier, Board President

Stephen Coffey, President

Date

Date

ADDENDUM A

STANDBY PAY

PRIMARY STANDBY DUTY PAY

a. Standby Duty Pay

When an employee is assigned to Standby Duty, a weekly stipend of \$250 will be paid. The stipend pay is consideration for performing daily Standby Duties of an incidental nature and increment of time (“Incidental time”).

Incidental time includes, but is not limited to short phone calls, and reading or responding to email or text messages or filling out required paperwork that take five (5) minutes or less of the employee’s time. Incidental time included in the stipend is not eligible for additional pay unless the cumulative incidental time for the workweek collectively exceeds one hour. However, incidental time which exceeds one hour in a workweek will be compensated.

b. Holiday Pay

Employees on Standby Duty who work overtime on a District recognized holiday or Easter Sunday will be paid according to the holiday pay provisions in Article 8, Section 5-A, Overtime Rate.

c. Pay for Time Worked Outside of Regular Hours

Employees will be paid for the actual time worked outside of the employee’s regular hours when responding to an alarm or call at the applicable rate of pay. Employees on Standby Duty will not be compensated if the employee does not perform any work.

d. Water Operations Standby Duty

For employees assigned to Water Operations Standby Duty, approved time allowed to perform the routine daily Standby Duty tasks after the System Operator’s regular working hours associated with monitoring the system and perform daily flow changes will be as follows:

- Up to 1 hour per day on regular work days, paid at the applicable rate of pay.
- Up to an additional 1 hour per day on Fridays off and weekends at the applicable rate of pay.

When the Operator cannot resolve an issue remotely and has to drive in to perform work, he/she will be compensated for roundtrip travel time to and from the site location to resolve the issue. The Operator will not be compensated for non-business related travel time at any time.

While on a call-out, if the Operator receives the second call-out, the Operator will be paid for actual time spent traveling to the second call, resolving that call-out and for the travel time to his/her residence. Time for the previous call-out will end when the Operator starts response to the second call-out.

When alarms or calls occur between 11:00 PM and 5:00 AM, the Systems Operator will be paid for a minimum of 30 minutes to respond.

HOLIDAY SECONDARY STANDBY

In order to ensure response to potential emergency call backs on holidays and holiday weekends, a Superintendent may request an employee or employees to be available for Holiday Secondary Standby, subject to approval by the General Manager.

The employee(s) will receive two (2) hours pay at overtime rates (per Section 5 Overtime, Item "A" Rate) for the evening of the work day prior to the holiday or holiday weekend and for each non-work day during the holiday and/or holiday weekend. If the employee(s) is called out to work, they will receive additional pay for hours worked in accordance with the current overtime rate.

Intent:

Holiday weekend where holiday falls on Monday: Two (2) hours standby pay each day Friday through Monday = a total of 8 hours.

Thanksgiving holiday weekend: Two (2) hours standby pay each day Wednesday through Sunday = a total of 10 hours.

If a holiday falls on Tuesday: Two (2) hours standby pay Monday and Tuesday = a total of 4 hours.

If holiday falls on Wednesday and Thursday: Two (2) hours standby pay Tuesday, Wednesday and Thursday = a total of 6 hours.

ADDENDUM B

UNIFORMS

The District shall provide up to eleven (11) uniform (shirts and pants) changes biweekly to employees who are required to wear uniforms and where customer recognition as a District employee is required. The District shall reserve the right to select the style and color of the work clothing. Employees wishing more than eleven changes of uniform shirts or pants biweekly may obtain additional changes from the District's supplier at the employee's expense. The District shall provide one (1) jacket every other year to field employees.



Handed out at
mtg. and approved

BOARD ACTION

BOARD OF DIRECTORS

July 6, 2017

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 17-20, APPROVING A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEES ASSOCIATION

BACKGROUND

Based on direction from the Board, the General Manager and Human Resources Manager met and conferred with the designated representatives from the Rainbow Employees Association regarding proposed changes to the Disciplinary Process.

The designated representatives from the Rainbow Employees Association requested to maintain certain past disciplinary practices to which they have become accustomed, and the District representatives have agreed to this request for employees hired before July 1, 2017 as a good management tool and resource while preserving the at-will employment status of District employees as provided in California Water Code section 71362.

DESCRIPTION

The proposed Supplemental MOU covers the Disciplinary Process for employees hired before July 1, 2017. A copy of the Supplemental MOU will be provided at the meeting.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

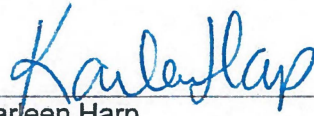
Strategic Focus Area Three: Workforce Development – The proposed Supplemental MOU maintains certain past disciplinary practices to which current employees have become accustomed while preserving the at-will status of District employees as provided in California Water Code section 71362. It also gives the District flexibility to implement a different Disciplinary Process in the Employee Handbook for employees hired after July 1, 2017.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Resolution No. 17-20 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association. There is no direct fiscal impact.
- 2) Approve Resolution No. 17-20 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Resolution No. 17-20 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 17-20 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.



Karleen Harp
Human Resources Manager

July 6, 2017

RESOLUTION NO. 17-20

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW EMPLOYEES ASSOCIATION**

WHEREAS, the Rainbow Employees Association has met and conferred with the Board of Directors through the General Manager on changes to the Disciplinary Process for its members; and

WHEREAS, the Board has agreed to some requests from the employees pertaining to past disciplinary practices to which current employees have become accustomed and which are good management tools and resources while preserving the at-will employment status of District employees as provided in California Water Code section 71362; and

WHEREAS, these requests have been included in a Supplemental Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 17-20, approving the Supplemental Memorandum of Understanding with the Rainbow Employees Association with an effective start date of July 6, 2017.

PASSED AND ADOPTED at a special meeting of the Board of Directors of Rainbow Municipal Water District held on the 6th day of July, 2017 by the following vote, to wit:

**AYES:
NOES:
ABSENT:
ABSTENTIONS:**

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

Final version
for BOB
approval
7/6/17



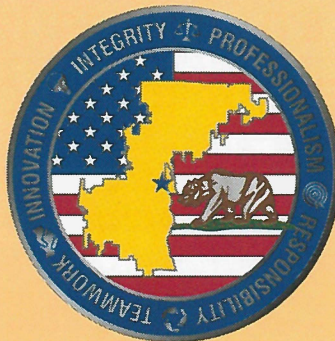
SUPPLEMENTAL
MEMORANDUM OF UNDERSTANDING

BETWEEN

RAINBOW MUNICIPAL WATER DISTRICT

AND

RAINBOW EMPLOYEES ASSOCIATION



SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

Preamble

This Agreement, made and entered into this 6th day of July, 2017 to be retroactively effective July 1, 2017, is between the Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Employees Association, hereinafter referred to as the Association.

Recitals

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, The District and the Association have conducted negotiations which resulted in a Memorandum of Understanding covering rates of pay, wages, hours of employment, and other conditions of employment that is dated July 1, 2017; and

WHEREAS, there were certain issues related to disciplinary processes that both the District and the Association determined would be better served through a separate Supplemental Memorandum of Understanding; and

WHEREAS, this Supplemental Memorandum of Understanding is intended to define the disciplinary processes applicable to District employees whose term of service began on or before July 1, 2017.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agreed upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

Article 1 Recognition

The District recognizes the Rainbow Employees Association as representative of the representation unit set forth below if said Association represents a simple majority of the District's non-management, maintenance and operations employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers-Milias

Brown Act and other laws. The recognized representation unit shall consist of all non-supervisory and non-confidential employees of the District whose positions are non-exempt.

Article 2 Implementation

It is agreed that this Supplemental Memorandum of Understanding shall not be effective until:

1. The District Board of Directors acts, by majority vote, formally to approve and adopt said Supplemental Memorandum of Understanding;
2. The Membership of the Association acts, by majority vote, formally to approve and adopt said Supplemental Memorandum of Understanding; and
3. The Supplemental Memorandum of Understanding is signed by the designated District Board President and the President of the Association.

Article 3 Term

This Memorandum shall be in effect commencing on July 1, 2017, and shall remain in effect until District employment of all employees whose tenure began with the District on or before July 1, 2017, has ended.

Article 4 Discipline Procedure

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding ("MOU"), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are set forth in the Employee Handbook.

Employees Hired Before July 1, 2017

If an employee receives a disciplinary written counseling or warning, the employee shall be entitled to prepare a written rebuttal. The written rebuttal must be submitted to Human Resources and the employee's immediate supervisor within three (3) business days of the date the written counseling or warning is presented to the employee. The employee shall be given a reasonable period of work time to prepare a rebuttal. The amount of work time allowed to prepare a rebuttal is up to the discretion of the supervisor and/or Human Resources and will depend upon the complexity of the issues that resulted in the written counseling or warning. Any rebuttal submitted will be attached to and kept with the written counseling or warning.

In the event a proposed disciplinary action may result in a suspension without pay, a salary reduction, a demotion, or termination, the District shall provide the employee notice of the proposed disciplinary action in writing at least five (5) working days before the proposed discipline would be effective. The notice shall contain the following:

- a) A description of the proposed action, its effective date, and the ordinance, regulation, policy, or rule that was violated;
- b) The reasons why such action is being taken;
- c) Copies of the materials upon which the action is based;
- d) Information advising the employee of the right to request an informal meeting or to provide a written response to the proposed disciplinary action.

All notices of the proposed action shall be personally served or mailed to the last known address of the employee. All disciplinary actions, if upheld, shall remain part of the employee's personnel file unless the District agrees otherwise.

An employee may respond in writing, within five (5) working days to the proposed disciplinary action or may request an informal meeting and may bring a representative to an informal meeting to address the proposed disciplinary action. The employee must notify the Human Resources Manager that a representative will be attending the informal meeting and include the representative's relationship to the employee as far in advance as is practical. If the employee's chosen representative is anyone other than another District employee or a non-attorney representative from the Employee Association, the notice must be given to Human Resources at least 48 hours before the scheduled informal meeting. Although the employee is encouraged to provide any written documentation or other evidence pertaining to his or her challenge of the proposed disciplinary action, witnesses may not be brought or presented at this informal meeting. If an employee attends an informal meeting or provides a written response to the proposed disciplinary action, the District will notify the employee in writing whether the proposed disciplinary action is upheld, modified, or withdrawn.

If the proposed disciplinary action is upheld, the employee may file an appeal of the final disciplinary action with Human Resources within 10 days of the service (personally or by mail) of the final disciplinary action. Upon receipt of a timely appeal of the specified disciplinary actions, the General Manager will schedule an evidentiary hearing, including sworn testimony from witnesses, in accordance with due process before the Board of Directors. Failure to respond within the 10-day time frame will result in the loss of right to appeal.

If an employee who was hired before July 1, 2017, separates from the District for a period of greater than six months and is subsequently re-hired by the District, that employee will not be entitled to these disciplinary processes and will be subject to the disciplinary procedures outlined in the Employee Handbook.

Article 5 Indemnity

This Supplemental Memorandum of Understanding acknowledges that California Water Code section 71362 provides that District employees serve at the pleasure of the General Manager. However, this Supplemental Memorandum of Understanding continues similar pre- and post-discipline procedures that were provided in the previous Memoranda of Understanding for employees hired before July 1, 2017, without a six month or greater break in District service only.

The Association negotiation team has expressed concern over possible liability to the Association related to agreeing to the discipline procedure in this Supplemental Memorandum of Understanding as possibly constituting a waiver of a statutory right providing a property interest in District employment belonging to future employees.

The District's position is that no waiver of statutory rights is occurring; therefore, to the extent and in any manner permitted by law, the District shall defend, indemnify, and hold the Association, its directors, officers, employees, authorized volunteers and agents, and each of them ("Indemnitees"), free and harmless from any liability from loss, damage, or injury to property or persons that arise out of, pertain to, or relate to any duty of fair representation claim related to this Supplemental Memorandum of Understanding made by any employee hired after July 1, 2017. As such, the District will provide for the costs and fees and provide legal representation to the Association for such defense.

This indemnity will remain in place for the duration of this Supplemental Memorandum of Understanding.

Article 6 – Modifications

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

Article 7 – Provisions of Law

This Supplemental Memorandum of Understanding is subject to all current and future applicable federal, state, and local laws. If any part or provision of the Supplemental Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, and the remainder of the Supplemental Memorandum of Understanding shall not be affected thereby.

Approved by the Board of Directors of the Rainbow Municipal Water District on July 6, 2017.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW EMPLOYEES ASSOCIATION

Helene Brazier, Board President

Stephen Coffey, President

Date

Date



Handed out at
mtg. and approved

BOARD ACTION

BOARD OF DIRECTORS

July 6, 2017

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 17-15, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES

BACKGROUND

The existing Memorandum of Understanding (MOU) with the Rainbow Association of Supervisors and Confidential Employees expired on June 30, 2017.

Based on direction from the Board, the General Manager and Human Resources Manager began negotiations on a successor agreement with the designated representatives from the Rainbow Association of Supervisors and Confidential Employees on March 15, 2017. The District and rainbow Employees Association have reached tentative agreement on all items included in the successor MOU.

DESCRIPTION

The proposed successor MOU covers the period of July 6, 2017 through June 30, 2021. A copy of the MOU will be provided at the meeting.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Three: Workforce Development – The proposed successor MOU changes or adds several provisions that are consistent with this strategic focus area. Specifically, it will:

- Enhance the tuition reimbursement program to \$2,500 for employee with 0-3 years of service and to the IRS annual maximum for employees with more than 3 years of service.
 - Fiscal Impact: Estimated to be close to \$5,000 per year based on current usage levels.
- Restructure the merit award program from a step increase system to a “pay for performance” system designed to allow greater flexibility in merit awards and a greater connection between rewards and on the job performance.
 - Fiscal Impact: Exact impact is unknown, as it is contingent upon the results of employee performance reviews, just as the previous program was. However, if the performance ratings distributions remain the same as in the previous year, the total expense associated with the program would be 2% of payroll, compared to 2.1% under the previous program.

Strategic Focus Area Four: Fiscal Responsibility – The proposed successor MOU improves the District’s financial position by:

- Eliminating the retirement medical benefit for employees with less than five years of service, and replacing it with a 401(a) savings plan with matching, and offering employees with more than five years of service the choice to transition to the 401(a), thus reducing Other Post Employment Benefits (OPEB) liability.

- Fiscal Impact:
 - First-year one-time expense of up approximately \$6,500; plus
 - Annual recurring 401(a) matching expense between \$14,000 and \$21,000 depending on participation levels.
 - Potential reduction in OPEB liability that could range from an estimated \$232,000 to \$442,000, depending on participation level in the new program.
- Changing the Cost of Living Adjustments (COLAs) basis from the past practice of a fixed percentage to a CPI based COLA with a minimum and a maximum.
 - Fiscal Impact: This could be fiscally neutral compared to past practice, or result in either a savings of \$8,000 or an additional expense of \$8,000.
- Changing the PTO Cash Out rules and limiting cash out timing to January only.
 - Fiscal Impact: Could range from a savings of \$28,000 to an expense of \$8,000 per year depending on employee requests.
- Increasing the Safety Footwear allowance from \$150 to \$200 per person per year.
 - Fiscal Impact: Could result in an additional expense of up to \$450 per year, which would likely be offset by the reduced risk associated with the reduced potential for injury from lower quality shoes that fit within the previous allowance.
- Changing the Medical Insurance Cost Sharing from flat rate to percentage contribution.
 - Fiscal Impact: Unknown. The District is accepting more risk when medical premiums increase, but the new structure gives employees greater incentive to elect lower premium plans, which could offset any potential increase.

Strategic Focus Area Five: Customer Service - The proposed successor MOU creates a committee consisting of members of the bargaining units and management to address negotiable items that may have an impact on operations and customer service. This will allow the District greater flexibility in making changes to specific terms such as Standby and Uniforms throughout the term of the MOU.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Resolution No. 17-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees.

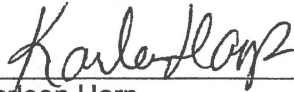
Fiscal Impact: There are several variables that make the exact fiscal impact impossible to predict. Most changes are designed and estimated to be comparable to previous employee compensation and benefits programs or to be fiscally neutral. However, there are several items that will have a modest fiscal impact or could result in either new expenses or new savings to the District, as outlined above. Total estimated fiscal impact is:

First year:	Savings of \$10,000 – Expense of \$49,000
Subsequent annual:	Savings of \$16,500 – Expense of \$42,400
Reduced OPEB Liability:	Estimated between \$232,000 to \$442,000

- 2) Approve Resolution No. 17-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Resolution No. 17-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees.

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 17-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees.



Karleen Harp
Human Resources Manager

July 6, 2017

RESOLUTION NO. 17-15

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**

WHEREAS, the Rainbow Association of Supervisors and Confidential Employees has had ongoing negotiations with the Board of Directors through the General Manager for fiscal years 2017-2018, 2018-2019, 2019-2020, and 2020-2021; and

WHEREAS, the employees and Board have reached agreement on terms of employment; and

WHEREAS, the terms have been included in the Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 17-15, approving the Memorandum of Understanding with the Rainbow Association of Supervisors and Confidential Employees for the term of July 6, 2017 through June 30, 2021.

PASSED AND ADOPTED at a special meeting of the Board of Directors of Rainbow Municipal Water District held on the 6th day of July, 2017 by the following vote, to wit:

**AYES:
NOES:
ABSENT:
ABSTENTIONS:**

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

Final version
for BOO
approval
7/6/17



MEMORANDUM OF UNDERSTANDING

Between the

RAINBOW MUNICIPAL WATER DISTRICT

and the

**RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES**

July 1, 2017 to June 30, 2021



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PREAMBLE

This Agreement made and entered into this 6th day of July, 2017 to be retroactively effective July 1, 2017 and between Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Association of Supervisors and Confidential Employees, hereinafter referred to as "Association".

RECITALS

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agree upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 Recognition

The District recognizes the Rainbow Association of Supervisors and Confidential Employees as representative of the representation unit set forth below, if said Association represents a simple majority of the District's non-management, maintenance and operations employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers Milius Brown Act and other laws. The recognized representation unit shall consist of all non-supervisory and non-confidential employees of the District whose positions are non-exempt.

ARTICLE 2 *Implementation*

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding;
3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and Association representative.

ARTICLE 3 *Term*

The term of this Memorandum shall be in effect for four years commencing on July 1, 2017 and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2021.

ARTICLE 4 *Renegotiation*

In the event that Association and the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other no later than January 15, 2021 its written request to commence negotiations. Upon receipt of such written notice, meet and confer shall begin no later than February 15, 2021 unless written notice is given by either party and agreed to by the other party prior to February 15, 2021 agreeing to an alternate starting date. Target date for completion of negotiations is June 1, 2021.

ARTICLE 5 *Non-Discrimination*

The District and Association mutually agree that there will be no discrimination against any employee in the application of the terms of this Agreement by reason of race, sex, age, physical or mental disability, religion, sexual orientation, gender identity, or any other category protected by applicable federal, state or local law. The District and Association agree that the District is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this Agreement, regardless of any provisions of this Agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join or not join and participate in Association activities.

ARTICLE 6 Compensation

Section 1 WAGES

Pay ranges are established in the Rainbow Municipal Water District Non-Exempt Pay Grades. The resulting pay grade ranges are adopted by a separate action of the Board of Directors.

Effective on the first day of the first pay period that begins after July 1 of each year that this agreement is in effect, the following cost of living adjustments (COLA) will be made:

- Non-Exempt Pay Grade ranges and the base pay of all eligible employees within those ranges shall be increased by an amount equal to the 12-month percentage change in the San Diego Consumer Price Index-Urban (CPI-U), Annual amount as published by the Bureau of Labor Statistics from the previous calendar year, with the following restrictions:
 - The minimum increase shall be no less than 1%.
 - The maximum increase shall be no more than 3%.
 - The Legacy Salary Range Table is considered frozen and will not increase.
 - Employees whose base pay rate falls outside of their position's Non-Exempt Pay Grade will remain in the Legacy Salary Range Table and will not be eligible for COLA increases until the top of Non-Exempt Pay Grade is increased to an amount higher than the employee's base pay rate.

The following example illustrates how the COLA adjustment would be calculated:

- 2015 Annual San Diego CPI-U: 269.436
- 2016 Annual San Diego CPI-U: 274.732
- The 2016 Annual CPI-U is 2% higher than the 2015 Annual CPI-U, so the COLA adjustment effective in July 2017 would be 2%.

Section 2 Merit Increases

Employees whose base pay rate has not reached the top of their position's Non-Exempt Pay Grade shall be eligible for consideration for a merit increase after completing one year of employment and each year thereafter.

Merit awards will be calculated by averaging the merit award percentage that corresponds with the score in each Performance Factor of the Annual Performance Review, per the following matrix:

Exceptional	7%
Above Satisfactory	4%
Satisfactory	1.5%
Needs Improvement	0%
Unsatisfactory	Disqualified

Employees who receive an Unsatisfactory rating in any Performance Factor, or who are on a Performance Improvement Plan, will not be eligible for a merit increase. The following examples illustrate how a merit award is calculated:

EXAMPLE 1

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Increase
Factor 1	X					7%
Factor 2	X					7%
Factor 3		X				4%
Factor 4		X				4%
Factor 5			X			1.5%
Factor 6			NA			NA
OVERALL RATING	Above Satisfactory					4.7%

With the above performance ratings, the average of 7, 7, 4, 4, and 1.5 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$7 + 7 + 4 + 4 + 1.5 = 23.5$, $23.5 \div 5 = 4.7\%$ Base Pay Increase
 Hourly rate of \$30.00 would be increased to \$31.41 per hour ($30.00 * 1.047$)

EXAMPLE 2

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Increase
Factor 1		X				4%
Factor 2			X			1.5%
Factor 3			X			1.5%
Factor 4			X			1.5%
Factor 5				X		0%
Factor 6			NA			NA
OVERALL RATING	Satisfactory					1.7%

With the above performance ratings, the average of 7, 7, 4, 4, and 1.5 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$4 + 1.5 + 1.5 + 1.5 + 2 = 10.5$, $10.5 \div 5 = 1.7\%$ Base Pay Increase
Hourly rate of \$30.00 would be increased to \$30.51 per hour ($30.00 * 1.017$)

New employees may be given a performance evaluation at the completion of four months and eight months as a tool to provide them with feedback on their adjustment to the position as part of the onboarding process. However, there will be no eligibility for a merit increase based on these performance reviews.

If an employee's performance evaluation is fifteen (15) working days or more overdue the employee may petition the General Manager—verbally or in writing—to intervene in ensuring the evaluation is completed in a timely manner. The General Manager will, within fifteen (15) working days, see to it the employee's evaluation is completed and reviewed with the employee.

Section 3 Lump Sum Merit Awards

When an employee's pay rate is at the top of their position's Non-Exempt Pay Grade, the employee will not be eligible for a base pay merit increase. However, the employee may be eligible for a lump sum merit award based on their ratings on the Annual Performance Review.

Lump sum merit awards will be calculated by averaging the merit award percentages that correspond with the score in each Performance Factor of the Annual Performance Review, per the following matrix:

Exceptional	7%
Above Satisfactory	2.5%
Satisfactory	0%
Needs Improvement	0%
Unsatisfactory	Disqualified

Employees who receive an Unsatisfactory rating in any Performance Factor, or who are on a Performance Improvement Plan, will not be eligible for a lump sum merit award.

The following examples illustrate how a merit award is calculated:

EXAMPLE 1

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Award
Factor 1	X					7%
Factor 2	X					7%
Factor 3		X				2.5%
Factor 4		X				2.5%
Factor 5			X			0%
Factor 6			NA			NA
OVERALL RATING	Above Satisfactory					3.8%

With the above performance ratings, the average of 7, 7, 2.5, 2.5, and 0 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$7 + 7 + 2.5 + 2.5 + 0 = 19$, $19 \div 5 = 3.8\%$ Lump Sum Merit Award
 Hourly rate of \$30.00 x 2080 hours per year = \$62,400 Annually.
 $\$62,400 * .038 = \$2,321.20$ Lump Sum Award

EXAMPLE 2

Performance Factors	Exceptional	Above Satisfactory	Satisfactory	Needs Improvement	Unsatisfactory	Merit Award
Factor 1		X				2.5%
Factor 2		X				2.5%
Factor 3			X			0%
Factor 4			X			0%
Factor 5				X		0%
Factor 6			NA			NA
OVERALL RATING	Satisfactory					1%

With the above performance ratings, the average of 2.5, 2.5, 0, 0, and 0 will be used. The 6th Performance Factor that is N/A will not be used in the calculation.

$2.5 + 2.5 + 0 + 0 + 0 = 10$, $10 \div 5 = 1\%$ Lump Sum Merit Award
Hourly rate of \$30.00 x 2080 hours per year = \$62,400 Annually.
 $\$62,400 * .01 = \624.00 Lump Sum Award

Section 4 Overtime

A. Rate

Except as otherwise provided in this Agreement, any employee covered by this Agreement shall be paid at the rate of one and one-half times their regular rate of pay for all hours of work in excess of:

- Nine (9) hours per day Monday through Thursday
- Eight (8) hours per day on Fridays
- Forty (40) hours per work week.

Employees will be paid at a rate of double their regular rate of pay for all hours of work in excess of:

- Twelve (12) hours per day
- In excess of eight (8) hours on Sunday if the employee worked consecutively through the previous Monday through Saturday.

If an employee's overtime work period extends beyond a minimum of eight (8) consecutive hours and the work period extends past the start of the next work shift, the employee will be paid at the overtime rate until they are released to go home.

Overtime worked on holidays will be paid according to the terms in the section titled "Holidays" in this MOU.

B. Scheduling

All overtime hours worked must be approved by a Superintendent or Manager. Superintendents and Managers will make every attempt to release employees as soon as practical.

Overtime shall be distributed as equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.

Section 5 Compensatory Time

When any non-exempt employee works overtime, the employee may elect to accrue Compensatory Time Off in lieu of cash payment for the overtime worked. The amount of Compensatory Time Off will be based on the applicable overtime rate (one and one half or double the regular rate of pay as specified in the Overtime Section).

No employee shall be allowed to accumulate over 50 hours of compensatory time. Any time over 50 hours shall not be eligible for accumulation and shall be included as hours paid in the employee's paycheck for the pay period earned.

Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and his/her Superintendent or Manager; permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.

All unused compensatory time will be paid out on the last pay date in December of each year. Employees will have the option to cash out Compensatory Time Off on the last pay date in June of each year.

Upon separation from the District employees shall be paid 100% of their accumulated compensatory time balance at their present rate of pay.

Section 6 Call Back

A. Definition

Call back pay work is defined as time required of an employee who, following the completion of the employee's normal work day and departure from the district, is ordered to report back to duty to perform necessary work. If an employee is called and the call back situation can be resolved by telephone without the employee returning to the district, the employee shall record the actual time spent resolving the matter on their time sheet. An employee will be paid for hours worked as specified in the Overtime Section.

B. Minimum Hours for a Call Back

Employees responding to a call back shall record the actual number of hours worked on the call back, with two (2) hours of time being the minimum number of hours recorded on their time sheet for the work performed which includes travel time to a maximum of 30 minutes each way.

Section 7 Standby Duty

PRIMARY STANDBY

To ensure a high level of service to our customers and responsiveness to emergencies outside of regular working hours, a separate Standby Duty program will be implemented and may be updated annually by agreement between the District and Association. The terms of the current Standby Duty program are addressed in an Addendum to this Agreement.

HOLIDAY SECONDARY STANDBY

To ensure response to potential emergency call backs on holidays and holiday weekends, a separate Holiday Secondary Standby program may be implemented and updated annually by agreement between the District and Association. The terms of the current Holiday Secondary Standby program are addressed in an Addendum to this Agreement.

Section 8 Safety Leave

A. Definition

A minimum amount of non-work hours following a non-scheduled or scheduled work shift. Non-scheduled work is when notification to work is provided with less than 24-hour advance notice. Scheduled work is when notification to work is provided with at least 24-hour advance notice.

Excessive fatigue due to prolonged work periods or insufficient rest between work periods can lead to accidents, injuries, and even death. It is in the best interest of both the District and each employee to prevent excessive fatigue on the job. To this end, this policy will outline how extended work periods will be managed at the District.

B. Required Time Off

Safety Leave is non-working hours to allow employees adequate rest after working long overtime shifts. Safety Leave are considered hours worked for purposes of PERS reporting.

1. Eligibility

Safety Leave will be awarded to employees who work extended overtime to ensure that they have an appropriate amount of rest between shifts.

2. Maximum Shift

The maximum length of time any non-exempt employee may work in any given work period is 18 hours. A work period is defined as a 24-hour interval starting at the employee's normal start time on any given day. If you normally start at 6:30 a.m., this period goes until 6:30 a.m. the following day.

3. Continuous Shift

After a continuous shift of 18 hours (excluding meal breaks), the employee must have a mandatory rest period equal to the length of the next day's scheduled shift. For example, an employee who starts at 6:30 a.m., works 18 hours (leaving at 1:00 a.m.) and is scheduled for 9 hours the following day may report back to work no earlier than 10:00 a.m. the following day. The employee will be awarded three and one-half hours of Safety Leave to make up the difference between the normal start time and the mandatory earliest report time (6:30 a.m. to 10:00 a.m.).

4. Safety Leave After Call Back

If an employee is called back to work for an overtime event after concluding a normal shift, the minimum rest period after concluding this overtime shift will be based on the following table:

Length of Overtime Shift	Minimum Rest Period
	Length of Next Day's Scheduled Shift
9 or More Hours	
7-8 Hours	8 Hours
5-7 Hours	7 Hours
3-5 Hours	5 Hours
Less Than 3 Hours	None

5. Notification of Safety Leave

In the event the employee is given Safety Leave at or before the beginning of their normal shift, the Superintendent on call or person responsible for overseeing the job is responsible to inform the other Superintendents of the employee being granted Safety Leave. Once an employee has been dismissed from the job he or she is not personally required to call in notifying their Manager or Superintendent they are on Safety Leave.

The person running the job site is responsible for notifying the Superintendent or Manager on call when an employee(s) has/have worked 16 hours in a 24-hour period and need(s) to be relieved for Safety Leave within the next two hours. The Superintendent or Manager is responsible for taking appropriate action to ensure that the employee(s) does/do not exceed 18 hours.

6. Reporting Back to Work

The employee may report to work at the adjusted report to work time or can choose to take additional time for rest. Note that in certain circumstances, especially during periods where the employee is needed for urgent work, the Superintendent or Manager may require the employee to return to work at the conclusion of their Safety Leave.

7. Additional Time Off

If the employee voluntarily chooses to extend his or her rest period, the employee may choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

8. Discretionary Rest Period

Any employee reporting to work who appears too fatigued to work safely, regardless of whether they worked overtime or not, is subject to being sent home for rest at the discretion of their Superintendent, Manager, and the General Manager. In the interest of safety of all employees, Superintendents have the responsibility to ensure that each employee is not going to pose a hazard to others due to excessive fatigue. Employees sent home for rest can either choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

9. EOC Activation

In the event of an emergency and activation of the Emergency Operations Center (EOC) is declared by the General Manager, all mandatory maximum work periods and minimum rest periods are subject to the discretion of the General Manager and Department Managers. Work periods and rest periods will be determined on a case-by-case basis as the immediate needs of the District required.

Section 9 Out Of Class Pay

Full Responsibility

An employee specifically assigned in writing to perform the duties of a position at a higher pay grade for 31 or more days shall be compensated for Out of Class Pay at 10% of the employee's current rate of pay.

Intent: Leaves of 31 days or more, military leave, long-term disability.

Lead Responsibility

An employee specifically assigned in writing to perform a portion of the duties of a higher-level position for one full work week or more shall be compensated an additional 5% of the employee's current rate of pay for Lead Responsibility. One employee shall be delegated to cover the entire duration of the higher-level position's leave period.

The immediate supervisor of the employee (Superintendent or Manager) is responsible for completing the Personnel Action Notice and submitting the Personal Action Notice to the Human Resources Manager for processing as soon as the out of class assignment is known.

At the conclusion of such an assignment, the employee shall be restored to the employee's former classification.

ARTICLE 7 Employee Benefits

Section 1 Medical, Dental And Vision Insurance

MEDICAL INSURANCE:

The District shall offer affordable group medical, dental, and vision insurance plans to all full-time employees. The amount the District contributes towards the cost of the insurance premiums will vary based on which health plan and which coverage tier the employee selects.

Due to the possible volatility of the health insurance market, the District and Association agree that certain circumstances may warrant renegotiating the terms of this Section of this Article before this contract expires. The following circumstances may trigger a renegotiation of this Article:

- If the health plans the District offers become unavailable due to factors outside the District's control.
- If premium costs for an offered plan increase by more than 20% in a single year.
- If the District and Association both desire to seek comparable plans with lower premium costs from other insurance carriers.

If any of these conditions occur, the District will notify Association in writing of the District's intent to renegotiate this Section of this Article no later than August 15 for changes to be effective in the following plan year.

EMPLOYEE ONLY COVERAGE

Beginning with the 2018 plan year that begins January 1, 2018, the District will pay 100% of the premium costs for employee-only coverage, up to the amount of the Anthem HMO employee-only rate. If the employee selects a higher cost plan, then the employee will contribute the difference through payroll deductions.

For example, if the HMO premium for employee-only coverage is \$700 per month, and the employee enrolls in plan with premiums of \$800 per month, then the employee would contribute \$100 per month through two payroll deductions of \$50 each.

DEPENDENT CARE COVERAGE

Dependent Care Coverage on Anthem Plans

Beginning with the 2018 plan year that begins January 1, 2018, the District will pay 82% of the total premium costs for the Employee + 1 or Family coverage tiers, up to a maximum of 82% of the HMO premium rates for those tiers. If the employee selects a higher cost plan, then the employee will contribute the difference through payroll deductions.

The employee will contribute 18% of the total premium costs for the Employee + 1 or Family coverage tiers for the HMO or lower cost plans.

The following example illustrates how dependent care coverage will be calculated for Anthem plans (note these are not actual premium rates, only sample calculations):

Anthem Plan	Monthly Premium	District Contribution (82% up to HMO max)	Employee Contribution (18%)	Payroll Deduction (2x per month)
Classic PPO	\$1,750	\$1,148 (HMO max)	\$602	\$301
CalCare HMO	\$1,400	\$1,148	\$252	\$126
Consumer Driven Health Plan (CDHP)	\$1,300	\$1,066	\$234	\$117

Dependent Care Coverage on Kaiser Permanente Plans

Beginning with the 2018 plan year that begins January 1, 2018, the District will cover 100% of the premium costs for employees and dependents enrolled in the Kaiser Consumer Driven Health Plan (CDHP).

For employees who enroll dependents in the traditional Kaiser HMO plan, the District will contribute up to \$3,000 per year above the annual premium rate for the Kaiser CDHP plan.

The following example illustrates how dependent care coverage will be calculated for Kaiser plans (note these are not actual premium rates, only sample calculations):

Kaiser Plan	Annual Premium	District Annual Contribution	Employee Annual Contribution	Payroll Deduction (2x per month)
HMO	\$13,080	\$12,000	\$1,080	\$45.00
CDHP	\$9,000	\$9,000	None	None

HEALTH SAVINGS ACCOUNTS

Employees who elect to enroll in either the Anthem or Kaiser Consumer Driven Health Plans will be eligible to enroll in tax-exempt Health Savings Accounts. Health Savings Accounts may be used to pay for out of pocket medical expenses including copays, prescriptions, and other qualifying expenses per IRS regulations.

On the first banking day of the calendar year, the District will make deposits into the Health Savings Accounts on behalf of the eligible employees. The amount the District will fund depends on the employee’s plan and coverage tier, as follows:

Plan Selected	Amount Funded into HSA		
	Employee Only	Employee + 1	Family
Anthem CDHP	\$1,500	\$2,600	\$2,600
Kaiser CDHP	\$1,500	\$3,000	\$3,000

Employees may elect to contribute additional funds into their Health Savings Accounts through payroll deductions, up to the IRS annual contribution limits.

DENTAL AND VISION INSURANCE:

The District will cover 100 percent of the premium for employees and dependents.

Section 2 Retirement Health Care Contribution

Employees hired before July 1, 2012 will be eligible for Retirement Medical Contributions if they elect not to participate in the District’s 401(a) retirement savings plan. Upon retirement at age 50 or older and with a minimum of ten (10) years of continuous service with the District, the District agrees to reimburse eligible retired employees and their retired spouses for part of the cost of health and dental insurance plans. The District’s contribution will be \$363.00 per month for the retired employee or \$726.00 per month for the retired employee and retired spouse until each reach their respective ages for full Medicare coverage. If the retired employee or retired spouse reaches the eligible age, the contribution for the retired employee or retired spouse will be \$363.00 per month until reaching the eligible age. The assistance period for either will be for a maximum of ten (10) years.

Employees hired after July 1, 2012 will not be eligible for Retirement Health Care Contributions.

Section 3 Deferred Compensation Programs

401(a) PLAN

The District agrees to establish a 401(a)-retirement savings account as a means to assist employees in saving for retirement medical or other retirement expenses. The District will fund the 401(a) accounts as follows:

Employees hired after July 1, 2012 will receive a one-time deposit of \$50 for each pay period the employee has worked between their hire date and January 1, 2018.

Employees hired before July 1, 2012 may elect to participate in the 401(a)-matching program instead of the Retirement Health Care Contribution program. No employee may participate in both programs.

The District will match employee contributions to the 401(a) account per the following terms:

0 – 5 years of service:	\$50 per pay period
5-10 years of service:	\$75 per pay period
10-20 years of service:	\$100 per pay period
Over 20 years of service:	\$125 per pay period

Employee contributions to the 401(a) account will be on a post-tax basis, and the employee may contribute additional funds subject to IRS annual limits. The District's matching funds will be tax deferred.

The District's initial deposit and matching funds will be tax deferred, and will become vested per the following vesting schedule:

1 year of service = 20% vested
2 years of service = 40% vested
3 years of service = 60% vested
4 years of service = 80% vested
5 years of service = 100% vested

If an employee leaves the District's employment before the District's contributions to the 401(a) account have become 100% vested, then the unvested funds will be forfeited and returned to the District.

Employee contributions to the 401(a) account will be on a post-tax basis, and the employee may contribute additional funds subject to IRS annual limits.

457(b) PLAN

The District will provide a dollar-for-dollar match of up to \$100.00 per pay period per employee into a 457(b)-retirement savings account. The employee may contribute additional unmatched funds through payroll deductions, subject to IRS rules.

Section 4 Life And Disability Insurance

The District shall pay for employees' life, short and long term disability insurance.

Section 5 Public Employees' Retirement System

The District participates in the California Public Retirement System (CalPERS). All employees hired at the District before January 1, 2013 are under the CalPERS miscellaneous formula of 2.5% @ 55. The final compensation is the highest average pay rate and special compensation during any consecutive one-year period. The employees contribute the 8% of their annual salary.

A full time new employee hired on or after January 1, 2013 will be subject to the Public Employees Pension Reform Act (PEPRA). A new employee who is also a "New Member" to CalPERS will participate under the mandatory miscellaneous formula of 2% @ 62. The final compensation is the highest average pay rate and special compensation during any consecutive three-year period. The employee contributes 50% of the normal cost established by CalPERS as outlined in the Public Employees' Pension Reform Act of 2013 (PEPRA).

Pursuant to the PEPRA, a “New Member” is defined as:

1. An individual who is hired on or after January 1, 2013 and has no prior membership in any California public retirement system.
2. An individual who is rehired by a different CalPERS employer on or after January 1, 2013 after a break in service greater than six (6) months.
3. An individual who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system.

If a former CalPERS eligible employee of the District has a break in service of more than six (6) months but returns to service with the same District, the former employee **will not** be considered a new member pursuant to PEPRA.

Section 6 Retirement Notice Bonus

To encourage and reward advance notice of an employee’s intent to retire, the District will pay a \$500 Retirement Bonus for employees who give more than six months’ notice of the intended retirement date in writing. For employees who give one full year’s notice in writing, the District will pay a \$1,000 bonus.

The bonus shall be paid on the employee’s last day worked, provided the actual date is within one month of the date given in the Notice of Intent to Retire.

Section 7 Tuition Reimbursement Program

The District will refund tuition fees and educational material costs incurred by regular employees for approved courses of study and completion with a “C” grade or higher. A “pass” will be accepted for classes where a pass/fail grading system is used. The amount of reimbursement will be as follows:

- For employees who have worked 0-3 years, the District will reimburse up to \$2,500.00 per calendar year for attendance at an accredited college or institution, provide the employee is pursuing a course of study leading to attainment of a degree or accreditation, or providing the course of study is pertinent to the employee’s employment with the District.
- For employees who have worked three years or more the District will reimburse employees up to \$5,250.00 per calendar year for attendance at an accredited college or institution, providing the employee is pursuing a course of study leading to attainment of a degree or accreditation, or providing the course of study is pertinent to the employee’s employment with the District.

For the purpose of determining eligibility, the end date of the class will be the date used to calculate the employee’s length of service and in which calendar year the reimbursement will be applied.

Employees are required to submit applications to their immediate Superintendent or Manager and get approval from their Superintendent or Manager before starting courses for

which educational assistance is requested.

Requests for reimbursement must be submitted within 30 days after completion of the course. If an employee leaves District employment before completion of the approved course, the District will not reimburse the employee for the course.

No assistance will be made until after the completion of the course and no assistance will be made if the employee utilizes other sources (i.e. GI Bill) to pay for the course or portions of the course.

Section 8 Dependent Care Flex Accounts

By January 1, 2018, the District shall establish a qualified Flexible Spending Account (FSA) for Dependent Care expenses in accordance with IRS regulations. The FSA is an employee funded pre-tax benefit account used to pay for dependent care services, such as preschool, summer day camp, before or after school programs, and child or elder daycare.

ARTICLE 8 Paid Time Off

Section 1 Accrual Rate

Paid Time Off shall be granted to each employee and shall be accrued as follows:

Length of Service	Accrual Rate Per Pay Period	Annual Accrual Equivalent	Maximum Accrual
Up to 4 years	7.69 hours	200 hours	400 hours
4 – up to 9 years	9.23 hours	240 hours	480 hours
9 years and above	10.77 hours	280 hours	560 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum accrual, PTO hours will no longer accrue until the employee uses PTO hours to bring their balance under the maximum.

If a PTO request has been previously approved by the District, and through no fault of the employee the leave request is cancelled by the District and an employee reaches the maximum accrual, then the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

All new employees will accrue PTO beginning the first day of employment; however, these hours will not be eligible for use until after the completion of 90 days of full-time employment. General Manager shall have discretion to grant earlier use of accrued PTO for medical emergency, bereavement, or other emergency situation on a case-by-case basis.

Section 2 Paid Time Off Buy Back

Employees may cash out accrued paid time off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An IRREVOCABLE request must be completed and submitted during the month of December for cashing out PTO on the last pay period of the following January of the following calendar year.
- The irrevocable request may not exceed 280 hours.
- Employee must have taken at least 80 hours cumulative Paid Time Off (PTO) between December 1st of the previous year and November 30th of the current year.
- Employee must maintain a minimum balance of 80 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The hardship request must be approved by the General Manager and is subject to the unforeseeable emergency definitions of the internal revenue code. (Title 26, section 1.409a-3).

In the event the IRS changes their regulations pertaining to this policy, the District will meet and confer with the bargaining unit to determine how to manage the impact of the regulatory changes.

Section 3 Separation From District Employment

Upon separation from the District 100% of the employee's accumulated paid time off will be paid at their present rate of pay.

ARTICLE 9 Other Leaves

Section 1 Holidays

The District will provide the following paid holidays. Compensation for paid holidays will be for the entire length of the regular scheduled shift.

Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

If a holiday falls on an employee's regularly scheduled Friday off, then 8 hours of Holiday Bank will be credited to the employee for that day at the beginning of the fiscal year (July 1) to be available for use before the end of the fiscal year (June 30). Any Holiday Bank hours not used by the end of the fiscal year will be forfeited. Holiday Bank hours will not be cashed out at termination of employment.

If an employee works overtime on a holiday, double time will be paid on the actual date of the holiday, and one and one half times the regular rate of pay will be paid on the date the holiday is observed. Overtime worked on Easter Sunday will be paid at double time.

All paid holidays for each year of this contract are as follows:

REMAINDER OF FISCAL YEAR 2017			
Holiday	Official Date	Day Observed	Holiday Pay
Independence Day	Tuesday, July 4	Tuesday, July 4	9 Hours
Labor Day	Monday, Sept. 4	Monday, Sept. 4	9 Hours
Veterans Day	Saturday, Nov. 11	Friday, Nov. 10	8 Hours
Thanksgiving Day	Thursday, Nov. 23	Thursday, Nov. 23	9 Hours
Day After Thanksgiving	Friday, Nov. 24	Friday, Nov. 24	8 Hours
Christmas Eve	Sunday, Dec. 24	Monday, Dec. 25	9 Hours
Christmas Day	Monday, Dec. 25	Tuesday, Dec. 26	9 Hours

2018			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Eve	Sunday, Dec. 31	Monday, Jan. 1	9 Hours
New Year's Day	Monday, Jan. 1	Tuesday, Jan. 2	9 Hours
Presidents Day	Monday, Feb. 19	Monday, Feb. 19	9 Hours
Cesar Chavez Day	Saturday, Mar. 31	Friday, Mar. 30	8 Hours
Memorial Day	Monday, May 28	Monday, May 28	9 Hours
Independence Day	Wednesday, July 4	Wednesday, July 4	9 Hours
Labor Day	Monday, Sept. 3	Monday, Sept. 3	9 Hours
Veterans Day	Sunday, Nov. 11	Monday, Nov. 12	9 Hours
Thanksgiving Day	Thursday, Nov. 22	Thursday, Nov. 22	9 Hours
Day After Thanksgiving	Friday, Nov. 23	Friday, Nov. 23	8 Hours
Christmas Eve	Monday, Dec. 24	Monday, Dec. 24	9 Hours
Christmas Day	Tuesday, Dec. 25	Tuesday, Dec. 25	9 Hours
New Year's Eve	Monday, Dec. 31	Monday, Dec. 31	9 Hours

2019			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Day	Tuesday, Jan 1	Tuesday, Jan. 1	9 Hours
Presidents Day	Monday, Feb. 18	Monday, Feb. 18	9 Hours
Cesar Chavez Day	Sunday, Mar. 31	Monday, April 1 st	9 Hours
Memorial Day	Monday, May 27	Monday, May 27	9 Hours
Independence Day	Thursday, July 4	Thursday, July 4	9 Hours
Labor Day	Monday, Sept. 2	Monday, Sept. 2	9 Hours
Veterans Day	Monday, Nov. 11	Monday, Nov. 11	9 Hours
Thanksgiving Day	Thursday, Nov. 28	Thursday, Nov. 28	9 Hours
Day After Thanksgiving	Friday, Nov. 29	Friday, Nov. 29	8 Hours
Christmas Eve	Tuesday, Dec. 24	Tuesday, Dec. 24	9 Hours
Christmas Day	Wednesday, Dec. 25	Wednesday, Dec. 25	9 Hours
New Year's Eve	Tuesday, Dec. 31	Tuesday, Dec. 31	9 Hours

2020			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Day	Wednesday, Jan. 1	Wednesday, Jan. 1	9 Hours
Presidents Day	Monday, Feb. 17	Monday, Feb. 17	9 Hours
Cesar Chavez Day	Tuesday, Mar. 31	Tuesday, Mar. 31	9 Hours
Memorial Day	Monday, May 25	Monday, May 25	9 Hours
Independence Day	Saturday, July 4	Friday, July 3	8 Hours
Labor Day	Monday, Sept. 7	Monday, Sept. 7	9 Hours
Veterans Day	Wednesday, Nov. 11	Wednesday, Nov. 11	9 Hours
Thanksgiving Day	Thursday, Nov. 26	Thursday, Nov. 26	9 Hours
Day After Thanksgiving	Friday, Nov. 27	Friday, Nov. 27	8 Hours
Christmas Eve	Thursday, Dec. 24	Thursday, Dec. 24	9 Hours
Christmas Day	Friday, Dec. 25	Friday, Dec. 25	8 Hours
New Year's Eve	Thursday, Dec. 31	Thursday, Dec. 31	9 Hours

BEGINNING OF FISCAL YEAR 2021			
Holiday	Official Date	Day Observed	Holiday Pay
New Year's Day	Friday, Jan. 1	Friday, Jan. 1	8 Hours
Presidents Day	Monday, Feb. 15	Monday, Feb. 15	9 Hours
Cesar Chavez Day	Wednesday, Mar. 31	Wednesday, Mar. 31	9 Hours
Memorial Day	Monday, May 31	Monday, May 31	9 Hours

Section 2 Civic Duty Pay

RMWD recognizes and supports its employees' participation in civic activities such as jury duty, appearing in court as a witness, and serving as a reservist in the United States military.

When an employee is under orders to report for jury duty, to act as a witness, or for military reservist training, the District will pay for up to ten working days of Civic Duty Pay per calendar year except as otherwise required by law. Compensation will be at the employee's regular wage rate, less any fees received from the court or compensation from the military for their service during those two weeks. In no event shall double pay to the employee result from civic duty. Civic duty service falling on a District holiday or employee's regularly scheduled day off is not payable as Civic Duty Pay. The District will not compensate the employee for mileage or meal expenses unless the employee is testifying on a District-related matter.

If an employee is serving as a juror for an extended period, and has exhausted Civic Duty Pay, the employee will be required to use other forms of paid leave, such as PTO, Compensatory Time, or Holiday Bank. However, if the employee has already used 40 hours of PTO time for the jury service and continuing to use PTO would cause the employee's PTO balance to fall below 80 hours, the District will resume paying Civic Duty Pay. Each employee will be eligible for this extended Civic Duty Pay no more than one time for the term of this agreement.

The employee must present the notification to appear for Jury Duty or military duty to his/her Supervisor as soon as it is received. If a deferment is deemed necessary after consulting with the employee's supervisor, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

During the period of Civic Duty Leave, employees are expected to report either to their assigned work at the District or to the court or military during working hours. It is the responsibility of the employees on Civic Duty Leave to advise their immediate supervisors of their jury duty schedule, which includes starting and ending on a daily basis.

Employees are not eligible for Civic Duty Leave when the employee is a party to the litigation or an expert witness. Employees should see Human Resources if they have questions about the Civic Duty Leave policy.

Section 3 Flex Hours

The purpose of flex hours is to allow employees flexibility in managing their work life balance by offering the employees the opportunity to temporarily change their work schedule with prior approval to take care of personal business without requiring the use of paid time off, compensatory time, or holiday bank time.

If an employee needs to be away from the district for a portion of a regular work day not to exceed 3 hours and they wish to make up the time in the same work week, they must coordinate with their immediate Superintendent or Manager to make arrangements for the use of flex hours at an approved time during the same work week. Use of flex hours will be approved or denied based on operational needs. Any make-up flex hours in excess of the normal work shift will be paid at straight time.

Section 4 Workers' Comp Follow-Up Medical Visits

Any employee who requires medical care for a job-related injury or illness shall receive regular pay while obtaining medical care on the day the injury or illness is first reported.

However, any follow-up and/or additional treatment appointments should be scheduled around the employee's regular work schedule whenever possible. Employees will be required to use PTO or any other leave time on accrual. If no leave time is available, the time from work will be unpaid.

ARTICLE 10 Uniforms

In the interest of presenting a professional image to the public, and to allow members of the public to easily identify District employees, the District will establish a Uniform program for certain positions. The details of the Uniform program will be outlined in an Addendum to this agreement and may be updated annually by mutual agreement of the District and Association.

Safety Shoes

Employees whose jobs may require exposure to work in the field requiring ANSI approved safety footwear are eligible for reimbursement not to exceed \$200.00 per fiscal year. The safety footwear allowance covers footwear that meet the approved ANSI standards for the steel/composite toe protection and may also include comfort inserts. If an eligible employee needs replacement safety footwear before the fiscal year ends, due to heavy wear and tear, with approval from the Human Resources Manager or designee, they can be reimbursed for the replacement to ensure they are protected. Employees must submit a receipt of purchase and proof of ANSI compliance to be eligible for reimbursement.

ARTICLE 11 Me-Too Clause

During the term of this MOU, if the District provides any other bargaining units a Cost of Living Adjustment (COLA) greater than that which is provided in this Agreement, then the District shall adjust the COLA contained in this Agreement so that it is equal to the COLA increase granted to employees in the other bargaining units. Such adjustments shall be effective at the time the salary adjustment is granted to the employees in the other bargaining units.

In addition, if any bargaining units' Medical and Dental Insurance provisions are greater than the provisions in this agreement, the District shall adjust the Medical and Dental Insurance provisions contained in this Agreement so that they are equal to the Medical and Dental Insurance provisions contained in the other bargaining units' agreements.

ARTICLE 12 District Representatives Of Employees And Management

The District shall establish a committee of District Representatives of Employees and Management (referred to as the DREAM team). The DREAM team shall include two representatives from each bargaining unit, the Human Resources Manager, and one other member of the management staff. The purpose of the DREAM team will be to:

- Annually review and possibly negotiate changes to the Addendums to the MOUs in accordance with the terms in the related Article(s).
- Mutually Meet and Confer in Good Faith to endeavor to reach agreement on any matters within the scope of representation that may arise during the term of this MOU.
- The DREAM team will meet during regular work hours with no loss of compensation for any participants.

ARTICLE 13 Grievance Procedure

Association and the District wish to work together to make every reasonable effort to resolve grievances, as defined in this grievance procedure, as near as possible to the point of origin.

Section 1 Definitions

1. **Grievance.** A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of the Memorandum of Understanding ("MOU") or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

2. **Grievant.** A grievant is any employee of the bargaining unit or the bargaining unit who alleges he/she/they is/are personally adversely affected by an alleged violation, misinterpretation or misapplication of a specific provision of the MOU or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.
3. **Business Day.** A business day is any day on which the District is open for business.
4. **Immediate Supervisor.** The immediate supervisor is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant. Any questions as to whom constitutes the grievant's immediate supervisor should be addressed to the Human Resources Manager.

Section 2 Informal Process

A grievant shall orally notify his/her immediate supervisor or the Human Resources Manager, as defined in Article 13, Section 1 of this policy, that he/she has a grievance and of the general nature of the grievance, within seven (7) business days of the event resulting in the grievance.

Within seven (7) business days of the oral notification, the person notified shall meet with the grievant and orally discuss the grievance in detail. It is the intent of this Informal Resolution process that at least one personal conference where the grievance is orally discussed in detail be held between the grievant and the person notified. Failure to do so will render the grievance null and void and the grievant will not be entitled to proceed to the next level of the grievance procedure.

Within seven (7) business days of the conclusion of the Informal Process, the party notified shall prepare a memorandum documenting the results of the Informal Process, and shall send the memorandum to both the grievant and the Human Resources Manager.

Section 3 Steps of the Formal Process

If the grievance is not settled to the grievant's satisfaction during the Informal Process and the grievant wishes to pursue the grievance, the grievant shall present his/her grievance in writing pursuant to the steps and timelines specified below. The grievance shall be typed or legibly hand-written and include the following information:

- a. A statement of the specific provision of the applicable MOU or other written District policy which affects the employee's wage, hours, or other terms and conditions of employment that was allegedly violated, misinterpreted, or misapplied;
- b. A full statement of the facts and events involved in the matter, including the date or dates on which the violation, misinterpretation or misapplication allegedly occurred;

- c. The documents, witnesses, or other evidence that support the grievance;
- d. An explanation of how the employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- e. A statement of the corrective action requested and the reason the corrective action is appropriate;
- f. The grievant's signature and the date the grievance was submitted; and
- g. The date the informal grievance was initially presented and to whom it was presented under the Informal Process.

No grievance will be accepted for processing unless all of the information listed above is provided by the grievant.

Step 1- Department Manager or Human Resources Manager

The grievant must present the written grievance to the Department Manager or the Human Resources Manager within seven (7) business days after the date the memorandum documenting the results of the Informal Process is provided to the grievant.

Within seven (7) business days after the grievant presents his/her written grievance, the Department Manager or Human Resources Manager may, in his/her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance.

The Department Manager will provide a written response to the grievant within seven (7) business days after receipt of the written grievance or within seven (7) business days after any scheduled meeting or meetings that is/are held, whichever occurs later.

Step 2 - Appeal to the General Manager

If the grievance is not settled to the grievant's satisfaction at Step 1 and the grievant wishes to pursue the grievance, the grievant must present the written grievance to the General Manager within seven (7) business days after the date of the written response to the grievant at Step 1.

Within seven (7) business days after the grievant presents his/her written grievance, the General Manager may, at his/her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, the General Manager will provide a written decision to the grievant.

The General Manager's decision will be limited as follows:

- 1. The decision shall neither add to, detract from, nor modify the language of the applicable MOU.
- 2. The decision shall be confined to the precise issue(s) the grievance raised and that the grievant submitted.

3. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any other types of damages or attorneys' fees.

The General Manager may delegate non-involved managers or non-District employees to act on the District's behalf at any level of the grievance process. The findings and recommendations any such individual renders shall be advisory to the General Manager, who may accept, reject, or modify that individual's recommendation, and who shall issue a determination within seven (7) business days.

Step 3: Appeal to Board of Directors

If the grievance is not settled in Step 2 and the grievant desires to appeal, he or she shall submit his or her appeal in writing to the Board of Directors within seven (7) business days after the General Manager has given his/her decision. A hearing before the Board of Directors with the grievant's representative present if desired by the grievant shall be held at the next regular Board meeting.

The Board of Directors shall give their decision on the grievance in writing to the employee and the General Manager within fourteen (14) business days following the meeting. The Board of Directors' decision shall be final and binding.

Section 4 Additional Rules Applicable to The Grievance Procedure

1. **Representation.** Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
2. **Withdrawal.** A grievant may withdraw any grievance at any time, by giving written notice to the District representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Manager.
3. **Resolution.** If the grievant does not present the grievance to the next level within the time limits for each step, the grievance shall be considered resolved on the basis of the response at the last level.
4. **Waiver.** The grievance is deemed waived by grievant for all purposes if grievant does not process the grievance within the time frames set forth in this grievance procedure.
5. **Deemed Denied.** If the District does not respond to a grievance within the time frames set forth for each step, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

6. **Written Agreement to Extend Time.** In the event of extenuating circumstances, the parties may mutually agree in writing to extend time at each step. The time extension will only be effective for the amount of the time extension agreed to in writing and for the step that it applies to as agreed in writing.
7. **Grievance Meetings.** Grievance meetings will be held during regularly scheduled work hours of the grievant and the individual to whom the grievance is presented, unless otherwise mutually agreed.

Section 5 Retaliation

No party to a grievance shall be subject to retaliation for utilizing the grievance procedure in good faith.

ARTICLE 14 Discipline Procedure

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding (“MOU”), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

- Employees Hired Before July 1, 2017

Disciplinary procedures for employees hired before July 1, 2017, are set forth in the Supplemental Memorandum of Understanding dated July 1, 2017.

- Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are set forth in the Employee Handbook.

ARTICLE 15 Severance

Employees hired after July 1, 2017 shall be entitled to severance pay if employment is terminated by the District after one year of service has been completed. The amount of severance eligibility increases with years of service, as follows:

<u>Length of Service</u>	<u>Severance Benefit</u>
1 – 3 years	2 weeks’ pay with 1 month of COBRA benefits
4 – 5 years	4 weeks’ pay with 1 month of COBRA benefits
6 – 10 years	6 weeks’ pay with 2 months of COBRA benefits
11 years or more	8 weeks’ pay with 2 months of COBRA benefits

One week's pay shall be considered 40 hours at the employee's current base hourly rate, not including any overtime. The employee's right to receive the severance pay set forth above is conditioned upon the employee executing a release of claims against the District. However, no employee is entitled to any of the severance benefits provided in this Article if the employee's termination is due to egregious conduct including, but not limited to, assault, battery, harassment, reporting to work under the influence of drugs or alcohol, theft, embezzlement, or other illegal activity.

ARTICLE 16 *Modifications, Waiver*

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District's Board of Directors. The waiver of any breach, term or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 17 *Provisions of Law*

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, and the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 18 *District Rights*

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

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;

7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.

ARTICLE 19 *Entire Agreement*

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties met and conferred regarding disciplinary procedures, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. With respect to disciplinary procedures, this Agreement references and incorporates by that reference the Supplemental Memorandum of Understanding dated July 1, 2017, pertaining disciplinary procedures for employees hired before July 1, 2017.

Therefore, the District and Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, with the creation of the DREAM team, the parties will annually review and possibly negotiate in good faith changes to this Agreement which may only be amended during its term by the parties' mutual agreement in writing.

Approved by the Board of Directors of the Rainbow Municipal Water District on July 6, 2017.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW ASSOCIATION OF
SUPERVISORS AND CONFIDENTIAL
EMPLOYEES

Helene Brazier, Board President

Dawn Washburn, President

Date

Date

ADDENDUM A

STANDBY PAY

PRIMARY STANDBY DUTY PAY

a. Standby Duty Pay

When an employee is assigned to Standby Duty, a weekly stipend of \$250 will be paid. The stipend pay is consideration for performing daily Standby Duties of an incidental nature and increment of time (“Incidental time”).

Incidental time includes, but is not limited to short phone calls, and reading or responding to email or text messages or filling out required paperwork that take five (5) minutes or less of the employee’s time. Incidental time included in the stipend is not eligible for additional pay unless the cumulative incidental time for the workweek collectively exceeds one hour. However, incidental time which exceeds one hour in a workweek will be compensated.

b. Holiday Pay

Employees on Standby Duty who work overtime on a District recognized holiday or Easter Sunday will be paid according to the holiday pay provisions in Article 8, Section 5-A, Overtime Rate.

c. Pay for Time Worked Outside of Regular Hours

Employees will be paid for the actual time worked outside of the employee’s regular hours when responding to an alarm or call at the applicable rate of pay. Employees on Standby Duty will not be compensated if the employee does not perform any work.

d. Water Operations Standby Duty

For employees assigned to Water Operations Standby Duty, approved time allowed to perform the routine daily Standby Duty tasks after the System Operator’s regular working hours associated with monitoring the system and perform daily flow changes will be as follows:

- Up to 1 hour per day on regular work days, paid at the applicable rate of pay.
- Up to an additional 1 hour per day on Fridays off and weekends at the applicable rate of pay.

When the Operator cannot resolve an issue remotely and has to drive in to perform work, he/she will be compensated for roundtrip travel time to and from the site location to resolve the issue. The Operator will not be compensated for non-business related travel time at any time.

While on a call-out, if the Operator receives the second call-out, the Operator will be paid for actual time spent traveling to the second call, resolving that call-out and for the travel time to his/her residence. Time for the previous call-out will end when the Operator starts response to the second call-out.

When alarms or calls occur between 11:00 PM and 5:00 AM, the Systems Operator will be paid for a minimum of 30 minutes to respond.

HOLIDAY SECONDARY STANDBY

In order to ensure response to potential emergency call backs on holidays and holiday weekends, a Superintendent may request an employee or employees to be available for Holiday Secondary Standby, subject to approval by the General Manager.

The employee(s) will receive two (2) hours pay at overtime rates (per Section 5 Overtime, Item "A" Rate) for the evening of the work day prior to the holiday or holiday weekend and for each non-work day during the holiday and/or holiday weekend. If the employee(s) is called out to work, they will receive additional pay for hours worked in accordance with the current overtime rate.

Intent:

Holiday weekend where holiday falls on Monday: Two (2) hours standby pay each day Friday through Monday = a total of 8 hours.

Thanksgiving holiday weekend: Two (2) hours standby pay each day Wednesday through Sunday = a total of 10 hours.

If a holiday falls on Tuesday: Two (2) hours standby pay Monday and Tuesday = a total of 4 hours.

If holiday falls on Wednesday and Thursday: Two (2) hours standby pay Tuesday, Wednesday and Thursday = a total of 6 hours.

ADDENDUM B

UNIFORMS

The District shall provide up to eleven (11) uniform (shirts and pants) changes biweekly to employees who are required to wear uniforms and where customer recognition as a District employee is required. The District shall reserve the right to select the style and color of the work clothing. Employees wishing more than eleven changes of uniform shirts or pants biweekly may obtain additional changes from the District's supplier at the employee's expense. The District shall provide one (1) jacket every other year to field employees.



Handed out at
mtg. and approved

BOARD ACTION

BOARD OF DIRECTORS

July 6, 2017

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 17-21, APPROVING A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES

BACKGROUND

Based on direction from the Board, the General Manager and Human Resources Manager met and conferred with the designated representatives from the Rainbow Association of Supervisors and Confidential Employees regarding proposed changes to the Disciplinary Process.

The designated representatives from the Rainbow Association of Supervisors and Confidential Employees requested to maintain certain past disciplinary practices to which they have become accustomed, and the District representatives have agreed to this request for employees hired before July 1, 2017 as a good management tool and resource while preserving the at-will employment status of District employees as provided in California Water Code section 71362.

DESCRIPTION

The proposed Supplemental MOU covers the Disciplinary Process for employees hired before July 1, 2017. A copy of the Supplemental MOU will be provided at the meeting.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Three: Workforce Development – The proposed Supplemental MOU maintains certain past disciplinary practices to which current employees have become accustomed while preserving the at-will status of District employees as provided in California Water Code section 71362. It also gives the District flexibility to implement a different Disciplinary Process in the Employee Handbook for employees hired after July 1, 2017.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Resolution No. 17-21 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees. There is no direct fiscal impact.
- 2) Approve Resolution No. 17-21 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees with revisions.
- 3) Provide staff with further direction.

- 4) Do not approve Resolution No. 17-21 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees.

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 17-21 approving a Supplemental Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees.



Karleen Harp
Human Resources Manager

July 6, 2017

RESOLUTION NO. 17-21

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**

WHEREAS, the Rainbow Association of Supervisors and Confidential Employees has met and conferred with the Board of Directors through the General Manager on changes to the Disciplinary Process for its members; and

WHEREAS, the employees and Board have reached agreement on the terms of Disciplinary Process; and

WHEREAS, the terms have been included in the Supplemental Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 17-21, approving the Supplemental Memorandum of Understanding with the Rainbow Association of Supervisors and Confidential Employees with an effective start date of July 6, 2017.

PASSED AND ADOPTED at a special meeting of the Board of Directors of Rainbow Municipal Water District held on the 6th day of July, 2017 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

Final Version
for Board
approval
7/14/17



SUPPLEMENTAL
MEMORANDUM OF UNDERSTANDING

BETWEEN

RAINBOW MUNICIPAL WATER DISTRICT

AND

**RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES**



SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

Preamble

This Agreement, made and entered into this 6th day of July, 2017 to be retroactively effective July 1, 2017, is between the Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Association of Supervisors and Confidential Employees, hereinafter referred to as the Association.

Recitals

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, The District and the Association have conducted negotiations which resulted in a Memorandum of Understanding covering rates of pay, wages, hours of employment, and other conditions of employment that is dated July 1, 2017; and

WHEREAS, there were certain issues related to disciplinary processes that both the District and the Association determined would be better served through a separate Supplemental Memorandum of Understanding; and

WHEREAS, this Supplemental Memorandum of Understanding is intended to define the disciplinary processes applicable to District employees whose term of service began on or before July 1, 2017.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agreed upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

Article 1 Recognition

The District recognizes the Rainbow Association of Supervisors and Confidential Employees as representative of the representation unit set forth below if said Association represents a simple majority of the District's non-management, maintenance and operations employees. The District agrees to meet and confer with said Association on all matters relating to the

scope of representation pertaining to the employees of said representation unit, as required by the Meyers-Milias Brown Act and other laws. The recognized representation unit shall consist of all non-supervisory and non-confidential employees of the District whose positions are non-exempt.

Article 2 Implementation

It is agreed that this Supplemental Memorandum of Understanding shall not be effective until:

1. The District Board of Directors acts, by majority vote, formally to approve and adopt said Supplemental Memorandum of Understanding;
2. The Membership of the Association acts, by majority vote, formally to approve and adopt said Supplemental Memorandum of Understanding; and
3. The Supplemental Memorandum of Understanding is signed by the designated District Board President and the President of the Association.

Article 3 Term

This Memorandum shall be in effect commencing on July 1, 2017, and shall remain in effect until District employment of all employees whose tenure began with the District on or before July 1, 2017, has ended.

Article 4 Discipline Procedure

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding ("MOU"), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are set forth in the Employee Handbook.

Employees Hired Before July 1, 2017

If an employee receives a disciplinary written counseling or warning, the employee shall be entitled to prepare a written rebuttal. The written rebuttal must be submitted to Human Resources and the employee's immediate supervisor within three (3) business days of the date the written counseling or warning is presented to the employee. The employee shall be given a reasonable period of work time to prepare a rebuttal. The amount of work time allowed to prepare a rebuttal is up to the discretion of the supervisor and/or Human Resources and will depend upon the complexity of the issues that resulted

in the written counseling or warning. Any rebuttal submitted will be attached to and kept with the written counseling or warning.

In the event a proposed disciplinary action may result in a suspension without pay, a salary reduction, a demotion, or termination, the District shall provide the employee notice of the proposed disciplinary action in writing at least five (5) working days before the proposed discipline would be effective. The notice shall contain the following:

- a) A description of the proposed action, its effective date, and the ordinance, regulation, policy, or rule that was violated;
- b) The reasons why such action is being taken;
- c) Copies of the materials upon which the action is based;
- d) Information advising the employee of the right to request an informal meeting or to provide a written response to the proposed disciplinary action.

All notices of the proposed action shall be personally served or mailed to the last known address of the employee. All disciplinary actions, if upheld, shall remain part of the employee's personnel file unless the District agrees otherwise.

An employee may respond in writing, within five (5) working days to the proposed disciplinary action or may request an informal meeting and may bring a representative to an informal meeting to address the proposed disciplinary action. The employee must notify the Human Resources Manager that a representative will be attending the informal meeting and include the representative's relationship to the employee as far in advance as is practical. If the employee's chosen representative is anyone other than another District employee or a non-attorney representative from the Employee Association, the notice must be given to Human Resources at least 48 hours before the scheduled informal meeting. Although the employee is encouraged to provide any written documentation or other evidence pertaining to his or her challenge of the proposed disciplinary action, witnesses may not be brought or presented at this informal meeting. If an employee attends an informal meeting or provides a written response to the proposed disciplinary action, the District will notify the employee in writing whether the proposed disciplinary action is upheld, modified, or withdrawn.

If the proposed disciplinary action is upheld, the employee may file an appeal of the final disciplinary action with Human Resources within 10 days of the service (personally or by mail) of the final disciplinary action. Upon receipt of a timely appeal of the specified disciplinary actions, the General Manager will schedule an evidentiary hearing, including sworn testimony from witnesses, in accordance with due process before the Board of Directors. Failure to respond within the 10-day time frame will result in the loss of right to appeal.

If an employee who was hired before July 1, 2017, separates from the District for a period of greater than six months and is subsequently re-hired by the District, that employee will not be entitled to these disciplinary processes and will be subject to the disciplinary procedures outlined in the Employee Handbook.

Article 5 Indemnity

This Supplemental Memorandum of Understanding acknowledges that California Water Code section 71362 provides that District employees serve at the pleasure of the General Manager. However, this Supplemental Memorandum of Understanding continues similar pre- and post-discipline procedures that were provided in the previous Memoranda of Understanding for employees hired before July 1, 2017, without a six month or greater break in District service only.

The Association negotiation team has expressed concern over possible liability to the Association related to agreeing to the discipline procedure in this Supplemental Memorandum of Understanding as possibly constituting a waiver of a statutory right providing a property interest in District employment belonging to future employees.

The District's position is that no waiver of statutory rights is occurring; therefore, to the extent and in any manner permitted by law, the District shall defend, indemnify, and hold the Association, its directors, officers, employees, authorized volunteers and agents, and each of them ("Indemnitees"), free and harmless from any liability from loss, damage, or injury to property or persons that arise out of, pertain to, or relate to any duty of fair representation claim related to this Supplemental Memorandum of Understanding made by any employee hired after July 1, 2017. As such, the District will provide for the costs and fees and provide legal representation to the Association for such defense.

This indemnity will remain in place for the duration of this Supplemental Memorandum of Understanding.

Article 6 – Modifications

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

Article 7 – Provisions of Law

This Supplemental Memorandum of Understanding is subject to all current and future applicable federal, state, and local laws. If any part or provision of the Supplemental Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, and the remainder of the Supplemental Memorandum of Understanding shall not be affected thereby.

Approved by the Board of Directors of the Rainbow Municipal Water District on July 6, 2017.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW ASSOCIATION OF
SUPERVISORS AND CONFIDENTIAL
EMPLOYEES

Helene Brazier, Board President

Dawn Washburn, President

Date

Date



*Handed out at
mtg. and
approved*

BOARD ACTION

BOARD OF DIRECTORS

July 6, 2017

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO AMEND AND UPDATE ADMINISTRATIVE CODE TITLE 4 – PERSONNEL RULES AND REGULATIONS

BACKGROUND

Title 4 of the Administrative Code was last updated on June 24, 2007. After new legal counsel's review of the District's Administrative Code, Employee Handbook, and applicable Memoranda of Understanding, several areas were found to be ambiguous or in conflict with other documents. Legal counsel has prepared recommended changes based on the authority of California Water Code, and direction from the Board and the General Manager.

The District has met and conferred with the employee associations regarding the impact of the changes. Contractual grievance procedures will be set forth in the applicable Memoranda of Understanding and specific disciplinary procedures will be in the Employee Handbook.

DESCRIPTION

The proposed changes will:

- Eliminate Chapter 4.20 Grievance Procedure from the Administrative Code and renumber all subsequent Chapters of Title 4 accordingly.
- Modify Chapter 4.21 Disciplinary Action based on the authority of California Water Code §§ 71340, 71341, 71342, and 71362.
- Remove references to Probationary employees.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Administrative Code Title 4

Strategic Focus Area Three: Workforce Development

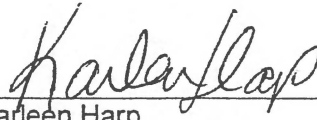
BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Ordinance No. 17-06 amending and updating Administrative Code Title 4.
- 2) Approve Ordinance No. 17-06 amending and updating Administrative Code Title 4 with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Ordinance No. 17-04 amending and updating Administrative Code Title 4.

There will be no known direct fiscal impact associated with any of the Board Options.

STAFF RECOMMENDATION

Staff supports Board direction.



Karleen Harp
Human Resources Manager

July 6, 2017

Ordinance No. 17-06

**Ordinance of the Board of Directors of the Rainbow Municipal Water District
Amending the Administrative Code
Title 4 – Personnel Rules and Regulations**

WHEREAS, the Rainbow Municipal Water District has, from time to time, adopted various rules and regulations for the operation of the District; and

WHEREAS, certain of those rules and regulations require updating to reflect best practices, as well as changes in applicable laws; and

WHEREAS, the Board of Directors has determined that changes in the rules or regulations of the District shall occur solely by amendment to the Administrative Code;

NOW, THEREFORE,

BE IT ORDAINED by the Board of Directors of Rainbow Municipal Water District as follows:

1. The following rules and regulations of the District, collected are hereby adopted and shall be incorporated into the Administrative Code, consisting of:

Title 4 – Personnel Rules and Regulations

2. The General Manager is hereby directed to update the Administrative Code to reflect the approval of these rules and regulations, and to assign or reassign the numbering of the Administrative Code as necessary to codify these rules and regulations as amended.

3. This ordinance shall take effect immediately upon its adoption on this 6th day of July, 2017.

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

Title 4
Personnel Rules and Regulations

To the extent there is an existing Memorandum of Understanding (MOU) or other written agreements with more specific terms regarding the topic herein, the terms of those agreements will prevail.

These rules and regulations replace and supersede all prior personnel rules, regulations, policies or practices.

Chapter 4.01 Goals and Objectives

The goals and objectives of the District are:

1. To provide a positive work environment that will promote a spirit of friendliness and cooperation among all employees.
2. To implement an employee handbook.
3. To provide and encourage training opportunities for District employees, so that job openings can be filled from within, where practicable.
4. To recognize excellence and individual merit in employees.
5. To ensure equal employment opportunities for all employees and maintain an adequate level of compensation for services rendered.

Chapter 4.02 Applicability

These Rules and Regulations apply to all employees of the District. These rules may be supplemented by other agreements or policies approved by the District (e.g.; Memorandum of Understanding, Employee Handbook, etc.) They apply at all times when such employees are on District premises; on Standby Duty; on Patrol Duty or off District premises, but engaged in any activity that is related to or may affect the District's business, reputation or public relations, including, but not limited to, the following:

1. Activities during working hours, including lunch and other breaks.
2. Participation in seminars as a student or speaker.
3. Travel on behalf of the District.
4. Community activities.
5. Engaged in off-duty activities under circumstances, which tend to harm the interest of the District.

Chapter 4.03 Equal Opportunity Policy

It is the policy of the District to:

1. Recruit, hire, and promote for all job classifications without regard to race, religion, color, sex, national origin, age, marital status, sexual orientation, disability or any other basis protected by applicable state and federal law.
2. Base decisions of employment and promotion upon an individual's qualifications for the position being filled.
3. Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return-from-layoffs, District-sponsored training, education, tuition assistance, and social and recreational programs will be administered without regard to race, religion, color, sex, national origin, age, marital status, disability or any other basis protected by applicable state and federal law.
4. Continue to sustain and further develop a system that promotes the maintenance and application of these standards.

Chapter 4.04 Employee Conduct

In order to enhance the safe and efficient operation of the District, employees are expected to behave in a responsible and professional manner. The District may utilize counseling and/or disciplinary measures in an attempt to improve or correct certain employee performance and behavioral issues if the District, in its sole discretion, believes counseling and/or disciplinary action is in the best interest of the District. However, District employees serve at the pleasure of the General Manager and therefore the General Manager does not have to have cause to terminate employment of a District employee. For Disciplinary Processes pertaining to violations of this Chapter, refer to the applicable Supplemental Memorandum of Understanding for non-exempt employees hired before July 1, 2017, and to the Employee Discipline section of the Employee Handbook for non-exempt employees hired after July 1, 2017 and all Exempt employees.

The following acts are illustrative, and not exhaustive, of acts, which are grounds for disciplinary action up to and including termination of employment with the District:

- ~~1.~~ a. Stealing or willfully destroying or damaging any property of the District, its customers, visitors or personnel.
- ~~2.~~ b. Disobedience or insubordination to superiors.
- ~~3.~~ c. Disorderly, immoral, indecent or criminal conduct.
- ~~4.~~ d. Violating the Personnel Rules and Regulations or Employee Handbook.
- ~~5.~~ e. Fighting, intimidating, coercing or threatening any District employees (being an aggressor or aggravator).
- f. Entering time on another employee's time records, or requesting another person to enter time on the employee's time- records, except for administrative corrections made by District authorized personnel when the employee is not available to make the changes in person. All

Administrative corrections must be acknowledged and confirmed with the employee's signature as soon as the employee becomes available to do so.

~~6. Entering time on another employee's time card, or requesting another person to enter time on your time card.~~

~~7. g.~~ Soliciting or accepting tips or gifts for District services without prior approval of the General Manager or their designee.

~~8. h.~~ Disclosing anything of a personal nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such information.

~~9. i.~~ Violation of Federal, State, or local laws.

~~10. j.~~ Failure to exercise proper custodial responsibility of District keys or property.

~~11. k.~~ Unauthorized possession of firearms or other weapons on District property or while on duty.

~~12. l.~~ Willful or careless disregard of, or inattention to, working directions and instructions; refusal to comply with or violations of rules, safety or fire regulations, or sanitary rules and regulations.

~~13. m.~~ Excessive or unjustified absences or tardiness, or failure to inform the supervisor prior to the time the employee is due to report, by telephone or other means, of the employee is unable to report for work.

~~14. n.~~ Failure to notify supervisor if employee leaves the job or premises during working hours.

15. ~~o.~~ Smoking in unauthorized areas.

~~16. Consuming food or beverage at unauthorized times or in unauthorized areas.~~

~~17. p.~~ Selling tickets or chances on illegal pools or raffles or gambling on district premises.

~~18. q.~~ Unauthorized posting of notices or literature on District premises.

~~19. r.~~ Soliciting, collecting funds and/or circulating literature of any nature on District property during working hours without the approval of the General Manager.

~~20. s.~~ Performing personal work on District time.

~~21. t.~~ Excessive use of the District business phone for personal matters.

~~22. u.~~ Taking more than the specified time for meals or rest periods.

~~23. v.~~ Discourteous conduct, abusive treatment or inappropriate language directed toward any customer, visitor, guest, employee or superior.

~~24. w.~~ Altering, falsifying, or making a willful misstatement of facts on any District record or chart, job or work record, employment application or any other District record, chart or report.

Chapter 4.05 Personnel Records

The District shall keep centralized personnel files for each employee, which will include job-related and personal information about each employee deemed essential by Human Resources. These records contain information that is confidential and should be handled with discretion.

Chapter 4.06 Employment Verification

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The District will only verify dates of employment, salary and job title for employees and prior employees.

Chapter 4.07 Promotion Policy

The District will review factors such as skills, performance, experience and seniority in awarding jobs on a promotional basis.

Chapter 4.08 Hours of Work

The District has adopted a 9/80 work schedule, where employees will be scheduled to work 80 hours in nine working days each pay period. The normal hours of work ~~at the District are for field employees are from~~ Monday through ~~Thursday~~ Thur, 6:30-9:00 a.m. to 4:30 p.m., and alternating Fridays from 6:30 a.m. to 3:00 p.m. For office employees, ~~for field employees and the normal work schedule will be Monday through Thursday from 8:00 a.m. to 5:00 p.m., and alternating Fridays from 8:00 a.m. to 5:00 p.m. for office employees.~~ However, it is the desire of the District to allow employees flexibility in scheduling their time, so long as the needs of the organization are first satisfactorily met. Department Managers are authorized to adjust the normal working hours in their work areas to meet their unique demands in order to better service the District, subject to the General Manger's review and approval.

Chapter 4.09 Absence and Tardiness

The District will establish standards for employee absences and tardiness that comply with federal and state laws to promote efficient and effective daily operations.

Chapter 4.10 Employee Business Expenses

Employees are encouraged to attend educational conferences and professional meetings when the purpose of such activities is to improve District operation.

Employees will attend conferences, meetings, seminars, etc., on an as needed basis to be determined by the General Manager. The General Manager must pre-approve the costs of the program, transportation, lodging and meals.

It is the policy of the District to provide reimbursement to employees for expenses occurred while conducting District business and attending authorized seminars and schools. Employees must submit receipts for all reimbursed expenses (hotel, food, parking fees, etc.) Expenses are **not** to include other persons except those who have a direct bearing on conducting District business. The following categories are excluded from reimbursement:

1. Personal Entertainment expenses
2. Clothing and personal hygiene items
3. Alcoholic beverages
4. Items remaining the personal property of the individual
5. Any expenses not related to District business

Expenses to the District for employees' training, education and conferences should be

kept to a minimum by utilizing recommendations for transportation and hotel accommodations put forth by the General Manager and by:

1. Utilizing hotel(s) recommended by the event sponsor in order to obtain discount rates.
2. Hotel accommodations will be made for the night before the event and expire on the day the event ends.
3. Requesting reservations sufficiently in advance, when possible, to obtain discounted airfares and hotel rates.

Regarding meals, special circumstances will be required to justify reimbursement for amounts reasonable and appropriate. For meals not included in the program fees, employees will be reimbursed up to:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$30.00

Chapter 4.11 Layoff or Reduction of Work Force

4. The General Manager may layoff any employee because of lack of appropriate funds, curtailment, lack of work or reorganization. Simultaneously with the above action, any respective employee organizations will receive notice.

The decision of the General Manager to layoff employees is not subject to appeal and is not subject to the grievance procedure.

Employees to be laid off have the right to transfer/demote to a position previously held within the District for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position and has District seniority over other employees.

In order to retreat to a previous position, an employee must request displacement action in writing to the General Manager within five (5) working days of receipt of the layoff notice.

If vacancies exit at the time of layoff(s), such vacant positions shall be offered to any qualified regular employee then scheduled for layoff. Regular employee placed into a lower classification shall be moved to the salary range of that position not to exceed the rate of pay prior to the transfer. Employees who elect continued employment with the District will not be eligible for severance pay.

Compensation

In the event that this policy has taken effect, laid off employees will be eligible for severance pay depending upon their years of service as follows:

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Under 1 year	2 weeks pay without health benefits
1 – 3 years	2 weeks pay with 1 month health benefits
4 – 5 years	4 weeks pay with 1 month health benefits
6 – 10 years	6 weeks pay with 2 months health benefits
11 and over	8 weeks is pay with 2 months health benefits

Such severance pay is contingent upon the employee executing a General Release of Claims.

Chapter 4.12 Hiring of Relatives

It is the policy of the District to hire the best qualified employees available for all jobs. As a general rule, the District may employ family members. Family members are defined as husband, wife, parent, child, brother, sister, grandparent, grandchildren, domestic partner, and children of domestic partner. This rule is subject to the following limitations:

1. Family members of the Board of Directors or the General Manager may not be hired as an employee of the District.
2. The General Manager may deny employment to a spouse or family member of any current employee based on the individualized assessment of the work situation. The General Manager's decision shall be based upon the best interests of the District and for business and professional reasons, to assure proper supervision, maintain morale, security and to avoid conflicts of interest.

3. If co-employees of the District marry, the District will assess the individual work situation. The General Manager will make reasonable efforts to assign job duties so as to minimize the problems of supervision, safety, security or morale.
4. Two members of the same family may not work in the same division.
5. An employee may not work under the direct supervision of a family member.

Chapter 4.13 Service Awards

It is the policy of the District to acknowledge employee service contributions through a public program of recognition of significant contributions by employees to the District.

Regular employees will be considered for recognition in the areas of Continuous Service Awards and Cost Saving Suggestions.

A. Continuous Service Award

An award will recognize each five years of continuous service to the District. Human Resources will advise the General Manager's office of an employee who will be eligible for an award. The employee will be invited to the next regular Board meeting for presentation of the award(s).

1. Continuous Service Awards by years of service:
 - a. 5 years \$100
 - b. 10 years \$150
 - c. 15 years \$200
 - d. 20 years \$250
 - e. 25 years \$300 + Special Award
 - f. 30 years \$500 + Special Award

Awards will be in the form of a commemorative plaque and a photo and article submitted to the local newspaper.

The Special Award for Longevity at 25 and 30 years will be the presentation of an engraved watch or equivalent valued gift to the employee achieving 25 and 30 years of continuous service. The cost of the gift will not exceed \$150 exclusive of the cost of engraving (if required). Human Resources will arrange for the purchase and engraving of the gift prior to the scheduled date of the presentation.

B. Cost Savings Suggestions

The Suggestion Program will allow employees to present their ideas for improved methods of accomplishing district related tasks. Employees, excluding management and supervisors, will be eligible for consideration of cost saving suggestions. Each suggestion implemented will be recognized by an award of 10% of the first year of implementation savings generated by the suggestion. The minimum award will be \$100 and the maximum award will be \$1,000.

1. Suggestions may include:

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- a. Conserving money, time and/or materials
- b. Better procedures or methods
- c. Improving tools or other equipment
- d. Achieving an increase in productivity
- e. Eliminating duplication of effort
- f. Improved safety

2. Exclusions include:

- a. Suggestions already under consideration or previously submitted
- b. Suggestions already in use
- c. Suggestions dealing with items where corrective action is a result of routine procedures

3. Review procedure:

- a. Every suggestion will be submitted to an employee's supervisor
- b. The supervisor will perform an analysis of the potential for cost savings and submit the original suggestion and the analysis to the General Manager
- c. The General Manager will review the suggestion and analysis to determine if the suggestion will be implemented
- d. For each suggestion implemented, the employee will receive the Cost Savings Suggestion award
- e. For each suggestion not implemented, the General Manager will notify the employee of the reason for non-implementation within 30 days

In the event a non-implemented suggestion is later implemented while the employee originally making the suggestion is still employed at the District, a retroactive award will be made.

Chapter 4.14 Leave of Absences

The District will recognize and implement all legally required leaves of absence, as prescribed by law. Employees are entitled to use any accrued general leave to cover the unpaid leaves.

Chapter 4.15 Safety

The District shall promote a drug and alcohol free workplace, good health, well being and occupational safety for its employees.

All employees are required to read and comply with the District's Injury and Illness Prevention Program. Employees are required to report all injuries or accidents occurring on the job to their supervisor immediately.

Chapter 4.16 Tuition Reimbursement Program

With the approval of the General Manager, the District may pay the cost for any eligible employee to enroll in the tuition program outside of regular working hours, ~~provided that the employee's supervisor has made a determination that the program will enhance the employee's knowledge or skill in direct relation to the employee's current job with the District according to the terms of the applicable Memorandum of Understanding.~~

Chapter 4.17 Personal Matters

In order to ensure that personal matters do not interfere with employees' work and the work of others, the District has adopted the following policy on personal matters:

1. Personal Valuables. The District cannot assume responsibility for lost or stolen personal items. Hence, employees are asked to use their own discretion when bringing such items to work.
2. Personal Business. Conducting personal business during working time or in working areas generally should be limited to breaks and lunch period.
3. Personal Data. It is extremely important that the District maintain accurate records of all employees. Hence, should any of the following personal information change, please ~~advise~~advise Human Resources as soon as possible:
 - a. Home address
 - b. Telephone number
 - c. Person and/or number to notify in case of emergency
 - d. Name
 - e. ~~Marital status~~
 - f.e. Change affecting income tax withholding
 - g-f. Change in beneficiary for insurance plans
4. Personal Phone Calls. Personal phone calls should be limited to emergency situations. If an employee must make a personal call while on duty, he/she should do so during his/her break period.

Chapter 4.18 Improper Use of District Tools, Equipment or Facilities

District labor, equipment, materials and supplies may not be used by any employee for private purposes, or for the personal benefit of other employees or other persons, unless specifically authorized by the General Manager. Employees violating this policy, or direct other employees or other persons to take actions in violation of this policy, are subject to disciplinary action up to and including termination and/or criminal prosecution.

Chapter 4.19 Recruitment Standards

1. It is the philosophy of the District to hire and promote the most qualified candidates for available positions. The District is committed to ensuring that all decisions regarding recruitment, hiring, promotion, assignments, training and other terms and conditions of employment will be made without discrimination or any other factor, which cannot be lawfully used as a basis for employment decision. These factors include, but are not limited to, race, religion, disability, sex, sexual orientation, gender identity, marital status, medical conditions

or any other bases prohibited by law.

2. Applications for employment with the District will be accepted when there is an open and posted job vacancy. Resumes will not be accepted in lieu of a District application. Applications for employment are only accepted up to the closing date and must specify the position for which the applicant is applying for. The application submitted must be ~~the original~~, fully completed and signed by the applicant. Electronic signatures will be accepted through the District's electronic applicant tracking system.
3. Current employees who ~~are in their probationary period~~ have not been employed at least one full year generally are not eligible to apply for open positions. The District will first consider any qualified regular employees before considering external job applicants.
4. Successful candidates for employment are required to pass a physical examination and background check prior to commencing employment. The examination will include a drug screening test which employees must pass. A physician designated by the District will conduct the examination at District expense.
5. Reasonable accommodations, in accordance with the Americans with Disabilities Act (ADA) as applied in California, will be made for known physical or mental limitations of an otherwise qualified individual unless an undue hardship, direct threat to the health and safety of others, or other job related considerations exists.
6. For jobs that require driving on District business, employees must maintain a valid California Driver's License and qualify for coverage under the District's Automobile Liability Insurance Carrier.
7. The District ~~will~~ may utilize newspapers, educational institutions, professional institutions, professional and vocational societies and publications, District web site and other such organizations and individuals as Human Resources may deem expedient for job announcement publications.

Chapter 4.20 Grievance Procedure

~~The District has established a grievance procedure that provides a forum for regular employees to challenge employment decisions.~~ **Chapter 4.21 Employee Harassment**

The District has developed and implemented a policy against harassment and training programs designed to prevent workplace harassment.

Chapter 4.23 Disciplinary Action 4.21 Disciplinary Action

~~It is the District's intention to take a progressive approach to disciplinary matters to insure that actions, which would interfere with operations or an employee's job, are not continued. However, progressive discipline may not apply depending on the severity of the employee's misconduct. This means that any level of discipline, up to and including termination may be applied.~~

~~Violations of District's Personnel Regulations, violation of safety rules, violation of the criminal law, actions which are insubordinate, flagrantly careless and/or incompetent or otherwise prejudicial to~~

The Board of Directors ("Board") shall appoint, by a majority vote, the following officers:

- a. Secretary;
- b. Treasurer;
- c. Attorney;
- d. General Manager; and
- e. Auditor.

The Board may consolidate the offices of secretary and treasurer. Each of these officers serve at the pleasure of the Board. The Board may also employ such additional assistants and employees as it deems necessary to efficiently maintain and operate the District. (Authority: Cal. Water Code §§ 71340, 71341, and 71342.)

Subject to Board approval, the General Manager has full power and authority to employ and discharge all other District employees. ~~Except~~Accept for the officers appointed by the Board, District employees serve at the pleasure of the General Manager. (Authority: Cal. Water Code § 71362.)

Generally, because District employees are at-will, the General Manager may terminate District employees, except those officers appointed by the Board of Directors, without cause. However, when appropriate and in the best interests of the District, will be subject to disciplinary action up to and including termination; the District shall counsel, warn, and/or discipline District employees to insure that actions, which would interfere with operations or an employee's job, are not continued, and allow employees the opportunity to improve their performance or conduct that resulted in the counseling, warning, and/or disciplinary action. Disciplinary procedures pertaining to employees hired by the District on or after July 1, 2017, are set forth in the Employee Handbook. Disciplinary procedures pertaining to non-exempt employees hired before July 1, 2017, are set forth in the applicable~~Supplemental~~ Memorandums of Understandings pertaining to those employees.

Chapter 4.244.22 District Vehicles

General Conditions

No one may operate any district vehicles while under the influence of drugs or alcohol. District vehicles are to be used for authorized business only, are not for personal or private use and must be operated by employees of the District. Employees using District vehicles must have a valid California Driver's License and qualify for coverage under the District's Automobile Liability Insurance Carrier. Employees are also responsible for the safe and legal operation of the vehicles. Arrangements for use of District vehicles during or outside of normal business hours may be made only upon prior approval of the General Manager or their designee.

Vehicles left unattended shall be locked and the keys removed and all equipment or tools stored on the vehicles shall be properly secured and locked.

Seat belts shall be worn at all times.

Vehicles shall at all times be operated in accordance with the California Vehicle Code including observance of all speed limits and granting of right of way.

Traffic citations received in a District vehicle are the employee's responsibility to pay. Any traffic violation must be reported to the employee's supervisor.

Assigned District Vehicles

Certain employees are provided with 24-hour use of a District vehicle for transportation between the employee's residence and the District office or regular or emergency work site. From time-to-time, the General Manager or their designee shall determine which employees should be assigned District vehicles to provide for improved emergency response and to facilitate attendance to after-hour meetings and functions related to the District. Assignment of the vehicle is not for the specific benefit of the employee, but for the improved operational efficiency and effectiveness of the District. Employees shall not use District vehicles for personal purposes other than commuting to and from work and for incidental personal use such as a stop between work and home. Employees shall not transport non-employees unless the transport is associated with District business or emergency services.

Traffic Accidents

All employees who drive District vehicles or employees being compensated for mileage for their private vehicles and are involved in a traffic accident of any type are governed by these rules:

1. Reports. Regardless of the amount of damage incurred, a complete written report of the incident must be submitted by the driver to their supervisor as soon as possible. All forms in the Vehicle Accident Reporting Kit provided in District vehicles must be completed and submitted to the employee's supervisor.
2. Injuries. In case of personal injury to other persons, employees are encouraged to render first aid only if they have been properly trained in first aid. If not trained, the employee should radio the District office, if possible, or seek the assistance of any persons in the vicinity who may be trained or able to contact emergency relief by dialing 911 at the nearest available telephone.
3. Liability. Employees shall not make any statements which may be taken as an admission of negligence or fault relative to the incident and under no circumstances assume any liability or authorize any repairs to the other vehicles.

Driver's License Regulations

All drivers must carry a valid California Driver's License on their person, issued for the class of vehicle the employee is required to drive. If any employee has their driver's license suspended or revoked by the State, and is assigned to drive a District vehicle, they shall immediately notify their supervisor. Failure to do so may result in suspension or disciplinary action up to and including termination.

Vehicle Allowance

Designated management employees receive a vehicle allowance in lieu of a District assigned vehicle and will use their personal vehicles to conduct District business. The employees who receive an allowance shall provide proof of auto insurance naming the District as additional insured. All operating expenses of the personal vehicle shall be borne by the employee to a maximum of 75 miles per trip. Any travel after the 75 miles, the employees may receive a mileage reimbursement at the rate specified by the IRS provided such mileage reimbursement does not exceed the cost for coach class air fare plus normal costs for ground transportation.

Personal Vehicles

District vehicles are available for use by employees engaged in District business. Personal vehicles shall only be used for District business when District vehicles are not available for use. If an employee uses their personal vehicle for District business, it must be authorized by a Manager or their designee. If an employee uses a personal vehicle to conduct District business, they shall be reimbursed at the current IRS rate per mile, plus tolls, parking, etc. For travel to out-of-town functions, the mileage reimbursement shall not exceed the cost for coach class air fare plus normal costs for ground transportation. The employee is responsible for fuel and maintenance and must be covered by auto insurance in at least the minimum amounts required by the State of California.

Chapter ~~4.254.23~~ Compensation

The District will make a sincere effort to pay its employees fairly and to be sure that their pay is in line with the amount of work and degree of responsibility required in their jobs.

Upon hire the entrance rate shall normally be the minimum rate of the classification for the position involved.

In exceptional-certain cases where an applicant for a position may have qualifications distinctly above and beyond the minimum qualification requirements for the position, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the General Manager may authorize entrance at a rate above the minimum rate.

4. ~~Merit Increases~~

~~The General Manager may authorize a merit increase within the salary range after evaluating the employee's performance evaluation. After one year of employment, merit increases or lump sum merit awards may be given based on the employee's performance evaluation, according to the terms of the applicable Memorandum of Understanding.~~

If an employee transfers or is reassigned to a classification with a lower pay range, their salary will be moved to the salary range of the position not to exceed the rate of pay prior to the transfer.

Chapter ~~4.264.24~~ Performance Evaluations

~~Supervisors-Superintendents~~ and ~~M~~managers will conduct performance evaluations for all employees, excluding temporary employees.

Performance evaluations will be conducted prior-within 14 days of their due date.

Performance evaluations shall be in writing and shall provide recognition for effective performance and also identify areas that need required improvements.

Chapter ~~4.274.25~~ Outside Employment

Outside employment is permissible as long as employee can still perform their required duties satisfactorily and the outside employment does not create a conflict of interest.

Chapter ~~4.284.26~~ Employee Computer Program

The District may assist employees with the purchase of computer equipment related to their position or career goals by offering an interest-free loan program.

~~Regular employees~~Employees who have completed ~~their new-hire probationary period~~one full year of employment are eligible to apply for participation in this program.

Those employees who participate in the program agree to hold the District, its directors, officers and employees free and harmless for any and all damages or injuries resulting from the use of items purchased through the program.

Chapter ~~4.294.27~~Employee-Employer Relations

See Addendum A.

Title 4

Personnel Rules and Regulations

To the extent there is an existing Memorandum of Understanding (MOU) or other written agreements with more specific terms regarding the topic herein, the terms of those agreements will prevail.

These rules and regulations replace and supersede all prior personnel rules, regulations, policies or practices.

Chapter 4.01 Goals and Objectives

The goals and objectives of the District are:

1. To provide a positive work environment that will promote a spirit of friendliness and cooperation among all employees.
2. To implement an employee handbook.
3. To provide and encourage training opportunities for District employees, so that job openings can be filled from within, where practicable.
4. To recognize excellence and individual merit in employees.
5. To ensure equal employment opportunities for all employees and maintain an adequate level of compensation for services rendered.

Chapter 4.02 Applicability

These Rules and Regulations apply to all employees of the District. These rules may be supplemented by other agreements or policies approved by the District (e.g.; Memorandum of Understanding, Employee Handbook, etc.) They apply at all times when such employees are on District premises; on Standby Duty; on Patrol Duty or off District premises, but engaged in any activity that is related to or may affect the District's business, reputation or public relations, including, but not limited to, the following:

1. Activities during working hours, including lunch and other breaks.
2. Participation in seminars as a student or speaker.
3. Travel on behalf of the District.
4. Community activities.
5. Engaged in off-duty activities under circumstances, which tend to harm the interest of the District.

Chapter 4.03 Equal Opportunity Policy

It is the policy of the District to:

1. Recruit, hire, and promote for all job classifications without regard to race, religion, color, sex, national origin, age, marital status, sexual orientation, disability or any other basis protected by applicable state and federal law.
2. Base decisions of employment and promotion upon an individual's qualifications for the position being filled.
3. Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return-from-layoffs, District-sponsored training, education, tuition assistance, and social and recreational programs will be administered without regard to race, religion, color, sex, national origin, age, marital status, disability or any other basis protected by applicable state and federal law.
4. Continue to sustain and further develop a system that promotes the maintenance and application of these standards.

Chapter 4.04 Employee Conduct

In order to enhance the safe and efficient operation of the District, employees are expected to behave in a responsible and professional manner. The District may utilize counseling and/or disciplinary measures in an attempt to improve or correct certain employee performance and behavioral issues if the District, in its sole discretion, believes counseling and/or disciplinary action is in the best interest of the District. However, District employees serve at the pleasure of the General Manager and therefore the General Manager does not have to have cause to terminate employment of a District employee. For Disciplinary Processes pertaining to violations of this Chapter, refer to the applicable Supplemental Memorandum of Understanding for non-exempt employees hired before July 1, 2017, and to the Employee Discipline section of the Employee Handbook for non-exempt employees hired after July 1, 2017 and all Exempt employees.

The following acts are illustrative, and not exhaustive, of acts, which are grounds for disciplinary action up to and including termination of employment with the District:

- a. Stealing or willfully destroying or damaging any property of the District, its customers, visitors or personnel.
- b. Disobedience or insubordination to superiors.
- c. Disorderly, immoral, indecent or criminal conduct.
- d. Violating the Personnel Rules and Regulations or Employee Handbook.
- e. Fighting, intimidating, coercing or threatening any District employees (being an aggressor or aggravator).
- f. Entering time on another employee's time records, or requesting another person to enter time on the employee's time records, except for administrative corrections made by District authorized personnel when the employee is not available to make the changes in person. All Administrative corrections must be acknowledged and confirmed with the employee's signature as soon as the employee becomes available to do so.

- g. Soliciting or accepting tips or gifts for District services without prior approval of the General Manager or their designee.
- h. Disclosing anything of a personal nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such information.
- i. Violation of Federal, State, or local laws.
- j. Failure to exercise proper custodial responsibility of District keys or property.
- k. Unauthorized possession of firearms or other weapons on District property or while on duty.
- l. Willful or careless disregard of, or inattention to, working directions and instructions; refusal to comply with or violations of rules, safety or fire regulations, or sanitary rules and regulations.
- m. Excessive or unjustified absences or tardiness, or failure to inform the supervisor prior to the time the employee is due to report, by telephone or other means, of the employee is unable to report for work.
- n. Failure to notify supervisor if employee leaves the job or premises during working hours.
- o. Smoking in unauthorized areas.
- p. Selling tickets or chances on illegal pools or raffles or gambling on district premises.
- q. Unauthorized posting of notices or literature on District premises.
- r. Soliciting, collecting funds and/or circulating literature of any nature on District property during working hours without the approval of the General Manager.
- s. Performing personal work on District time.
- t. Excessive use of the District business phone for personal matters.
- u. Taking more than the specified time for meals or rest periods.
- v. Discourteous conduct, abusive treatment or inappropriate language directed toward any customer, visitor, guest, employee or superior.
- w. Altering, falsifying, or making a willful misstatement of facts on any District record or chart, job or work record, employment application or any other District record, chart or report.

Chapter 4.05 Personnel Records

The District shall keep centralized personnel files for each employee, which will include job-related and personal information about each employee deemed essential by Human Resources. These records contain information that is confidential and should be handled with discretion.

Chapter 4.06 Employment Verification

The District will only verify dates of employment, salary and job title for employees and prior employees.

Chapter 4.07 Promotion Policy

The District will review factors such as skills, performance, experience and seniority in awarding jobs on a promotional basis.

Chapter 4.08 Hours of Work

The District has adopted a 9/80 work schedule, where employees will be scheduled to work 80 hours in nine working days each pay period. The normal hours of work for field employees are Monday through Thursday, 6:30 a.m. to 4:00 p.m., and alternating Fridays from 6:30 a.m. to 3:00 p.m. For office employees, the normal work schedule will be Monday through Thursday from 7:00 a.m. to 5:00 p.m., and alternating Fridays from 8:00 a.m. to 5:00 p.m.. However, it is the desire of the District to allow employees flexibility in scheduling their time, so long as the needs of the organization are first satisfactorily met. Department Managers are authorized to adjust the normal working hours in their work areas to meet their unique demands in order to better service the District, subject to the General Manger's review and approval.

Chapter 4.09 Absence and Tardiness

The District will establish standards for employee absences and tardiness that comply with federal and state laws to promote efficient and effective daily operations.

Chapter 4.10 Employee Business Expenses

Employees are encouraged to attend educational conferences and professional meetings when the purpose of such activities is to improve District operation.

Employees will attend conferences, meetings, seminars, etc., on an as needed basis to be determined by the General Manager. The General Manager must pre-approve the costs of the program, transportation, lodging and meals.

It is the policy of the District to provide reimbursement to employees for expenses occurred while conducting District business and attending authorized seminars and schools. Employees must submit receipts for all reimbursed expenses (hotel, food, parking fees, etc.) Expenses are **not** to include other persons except those who have a direct bearing on conducting District business. The following categories are excluded from reimbursement:

1. Personal Entertainment expenses
2. Clothing and personal hygiene items
3. Alcoholic beverages
4. Items remaining the personal property of the individual
5. Any expenses not related to District business

Expenses to the District for employees' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and hotel accommodations put forth by the General Manager and by:

1. Utilizing hotel(s) recommended by the event sponsor in order to obtain discount rates.
2. Hotel accommodations will be made for the night before the event and expire on the day the event ends.
3. Requesting reservations sufficiently in advance, when possible, to obtain discounted airfares and hotel rates.

Regarding meals, special circumstances will be required to justify reimbursement for amounts reasonable and appropriate. For meals not included in the program fees, employees will be reimbursed up to:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$30.00

Chapter 4.11 Layoff or Reduction of Work Force

The General Manager may layoff any employee because of lack of appropriate funds, curtailment, lack of work or reorganization. Simultaneously with the above action, any respective employee organizations will receive notice.

The decision of the General Manager to lay off employees is not subject to appeal and is not subject to the grievance procedure.

Employees to be laid off have the right to transfer/demote to a position previously held within the District for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position and has District seniority over other employees.

In order to retreat to a previous position, an employee must request displacement action in writing to the General Manager within five (5) working days of receipt of the layoff notice.

If vacancies exit at the time of layoff(s), such vacant positions shall be offered to any qualified regular employee then scheduled for layoff. Regular employee placed into a lower classification shall be moved to the salary range of that position not to exceed the rate of pay prior to the transfer. Employees who elect continued employment with the District will not be eligible for severance pay.

Compensation

In the event that this policy has taken effect, laid off employees will be eligible for severance pay depending upon their years of service as follows:

Under 1 year	2 weeks' pay without health benefits
1 – 3 years	2 weeks' pay with 1 month health benefits
4 – 5 years	4 weeks' pay with 1 month health benefits
6 – 10 years	6 weeks' pay with 2 months' health benefits
11 and over	8 weeks is pay with 2 months' health benefits

Such severance pay is contingent upon the employee executing a General Release of Claims.

Chapter 4.12 Hiring of Relatives

It is the policy of the District to hire the best qualified employees available for all jobs. As a general rule, the District may employ family members. Family members are defined as husband, wife, parent, child, brother, sister, grandparent, grandchildren, domestic partner, and children of domestic partner. This rule is subject to the following limitations:

1. Family members of the Board of Directors or the General Manager may not be hired as an employee of the District.
2. The General Manager may deny employment to a spouse or family member of any current employee based on the individualized assessment of the work situation. The General Manager's decision shall be based upon the best interests of the District and for business and professional reasons, to assure proper supervision, maintain morale, security and to avoid conflicts of interest.
3. If co-employees of the District marry, the District will assess the individual work situation. The General Manager will make reasonable efforts to assign job duties so as to minimize the problems of supervision, safety, security or morale.
4. Two members of the same family may not work in the same division.
5. An employee may not work under the direct supervision of a family member.

Chapter 4.13 Service Awards

It is the policy of the District to acknowledge employee service contributions through a public program of recognition of significant contributions by employees to the District.

Regular employees will be considered for recognition in the areas of Continuous Service Awards and Cost Saving Suggestions.

A. Continuous Service Award

An award will recognize each five years of continuous service to the District. Human Resources will advise the General Manager's office of an employee who will be eligible for an award. The employee will be invited to the next regular Board meeting for presentation of the award(s).

1. Continuous Service Awards by years of service:
 - a. 5 years \$100
 - b. 10 years \$150
 - c. 15 years \$200
 - d. 20 years \$250
 - e. 25 years \$300 + Special Award
 - f. 30 years \$500 + Special Award

Awards will be in the form of a commemorative plaque and a photo and article submitted to the local newspaper.

The Special Award for longevity at 25 and 30 years will be the presentation of an engraved watch or equivalent valued gift to the employee achieving 25 and 30 years of continuous service. The cost of the gift will not exceed \$150 exclusive of the cost of engraving (if required). Human Resources will arrange for the purchase and engraving of the gift prior to the scheduled date of the presentation.

B. Cost Savings Suggestions

The Suggestion Program will allow employees to present their ideas for improved methods of accomplishing district related tasks. Employees, excluding management and supervisors, will be eligible for consideration of cost saving suggestions. Each suggestion implemented will be recognized by an award of 10% of the first year of implementation savings generated by the suggestion. The minimum award will be \$100 and the maximum award will be \$1,000.

1. Suggestions may include:
 - a. Conserving money, time and/or materials
 - b. Better procedures or methods
 - c. Improving tools or other equipment
 - d. Achieving an increase in productivity
 - e. Eliminating duplication of effort
 - f. Improved safety
2. Exclusions include:
 - a. Suggestions already under consideration or previously submitted
 - b. Suggestions already in use
 - c. Suggestions dealing with items where corrective action is a result of routine procedures
3. Review procedure:
 - a. Every suggestion will be submitted to an employee's supervisor
 - b. The supervisor will perform an analysis of the potential for cost savings and submit the original suggestion and the analysis to the General Manager
 - c. The General Manager will review the suggestion and analysis to determine if the suggestion will be implemented
 - d. For each suggestion implemented, the employee will receive the Cost Savings Suggestion award
 - e. For each suggestion not implemented, the General Manager will notify the employee of the reason for non-implementation within 30 days

In the event a non-implemented suggestion is later implemented while the employee originally making the suggestion is still employed at the District, a retroactive award will be made.

Chapter 4.14 Leave of Absences

The District will recognize and implement all legally required leaves of absence, as prescribed by law. Employees are entitled to use any accrued general leave to cover the unpaid leaves.

Chapter 4.15 Safety

The District shall promote a drug and alcohol free workplace, good health, well being and occupational safety for its employees.

All employees are required to read and comply with the District's Injury and Illness Prevention Program. Employees are required to report all injuries or accidents occurring on the job to their supervisor immediately.

Chapter 4.16 Tuition Reimbursement Program

With the approval of the General Manager, the District may pay the cost for any eligible employee to enroll in the tuition program outside of regular working hours, according to the terms of the applicable Memorandum of Understanding.

Chapter 4.17 Personal Matters

In order to ensure that personal matters do not interfere with employees' work and the work of others, the District has adopted the following policy on personal matters:

1. Personal Valuables. The District cannot assume responsibility for lost or stolen personal items. Hence, employees are asked to use their own discretion when bringing such items to work.
2. Personal Business. Conducting personal business during working time or in working areas generally should be limited to breaks and lunch period.
3. Personal Data. It is extremely important that the District maintain accurate records of all employees. Hence, should any of the following personal information change, please advise Human Resources as soon as possible:
 - a. Home address
 - b. Telephone number
 - c. Person and/or number to notify in case of emergency
 - d. Name
 - e. Change affecting income tax withholding
 - f. Change in beneficiary for insurance plans

4. Personal Phone Calls. Personal phone calls should be limited to emergency situations. If an employee must make a personal call while on duty, he/she should do so during his/her break period.

Chapter 4.18 Improper Use of District Tools, Equipment or Facilities

District labor, equipment, materials and supplies may not be used by any employee for private purposes, or for the personal benefit of other employees or other persons, unless specifically authorized by the General Manager. Employees violating this policy, or direct other employees or other persons to take actions in violation of this policy, are subject to disciplinary action up to and including termination and/or criminal prosecution.

Chapter 4.19 Recruitment Standards

1. It is the philosophy of the District to hire and promote the most qualified candidates for available positions. The District is committed to ensuring that all decisions regarding recruitment, hiring, promotion, assignments, training and other terms and conditions of employment will be made without discrimination or any other factor, which cannot be lawfully used as a basis for employment decision. These factors include, but are not limited to, race, religion, disability, sex, sexual orientation, gender identity, marital status, medical conditions or any other bases prohibited by law.
2. Applications for employment with the District will be accepted when there is an open and posted job vacancy. Resumes will not be accepted in lieu of a District application. Applications for employment are only accepted up to the closing date and must specify the position for which the applicant is applying for. The application submitted must be fully completed and signed by the applicant. Electronic signatures will be accepted through the District's electronic applicant tracking system.
3. Current employees who have not been employed at least one full year generally are not eligible to apply for open positions. The District will first consider any qualified regular employees before considering external job applicants.
4. Successful candidates for employment are required to pass a physical examination and background check prior to commencing employment. The examination will include a drug screening test which employees must pass. A physician designated by the District will conduct the examination at District expense.
5. Reasonable accommodations, in accordance with the Americans with Disabilities Act (ADA) as applied in California, will be made for known physical or mental limitations of an otherwise qualified individual unless an undue hardship, direct threat to the health and safety of others, or other job related considerations exists.
6. For jobs that require driving on District business, employees must maintain a valid California Driver's License and qualify for coverage under the District's Automobile Liability Insurance Carrier.

7. The District may utilize newspapers, educational institutions, professional institutions, professional and vocational societies and publications, District web site and other such organizations and individuals as Human Resources may deem expedient for job announcement publications.

Chapter 4.20 Employee Harassment

The District has developed and implemented a policy against harassment and training programs designed to prevent workplace harassment.

Chapter 4.21 Disciplinary Action

The Board of Directors ("Board") shall appoint, by a majority vote, the following officers:

- a. Secretary;
- b. Treasurer;
- c. Attorney;
- d. General Manager; and
- e. Auditor.

The Board may consolidate the offices of secretary and treasurer. Each of these officers serve at the pleasure of the Board. The Board may also employ such additional assistants and employees as it deems necessary to efficiently maintain and operate the District. (Authority: Cal. Water Code §§ 71340, 71341, and 71342.)

Subject to Board approval, the General Manager has full power and authority to employ and discharge all other District employees. Except for the officers appointed by the Board, District employees serve at the pleasure of the General Manager. (Authority: Cal. Water Code § 71362.)

Generally, because District employees are at-will, the General Manager may terminate District employees, except those officers appointed by the Board of Directors, without cause. However, when appropriate and in the best interests of the District, the District shall counsel, warn, and/or discipline District employees to insure that actions, which would interfere with operations or an employee's job, are not continued, and allow employees the opportunity to improve their performance or conduct that resulted in the counseling, warning, and/or disciplinary action. Disciplinary procedures pertaining to employees hired by the District on or after July 1, 2017, are set forth in the Employee Handbook. Disciplinary procedures pertaining to non-exempt employees hired before July 1, 2017, are set forth in the Supplemental Memorandums of Understandings pertaining to those employees.

Chapter 4.22 District Vehicles

General Conditions

No one may operate any district vehicles while under the influence of drugs or alcohol. District vehicles are to be used for authorized business only, are not for personal or private use and must be operated by employees of the District. Employees using District vehicles must have a valid California Driver's License and qualify for coverage under the District's Automobile Liability Insurance Carrier. Employees are also responsible for the safe and legal operation of the vehicles. Arrangements for use of District vehicles during or outside of normal business hours may be made only upon prior approval of the General Manager or their designee.

Vehicles left unattended shall be locked and the keys removed and all equipment or tools stored on the vehicles shall be properly secured and locked.

Seat belts shall be worn at all times.

Vehicles shall at all times be operated in accordance with the California Vehicle Code including observance of all speed limits and granting of right of way.

Traffic citations received in a District vehicle are the employee's responsibility to pay. Any traffic violation must be reported to the employee's supervisor.

Assigned District Vehicles

Certain employees are provided with 24-hour use of a District vehicle for transportation between the employee's residence and the District office or regular or emergency work site. From time-to-time, the General Manager or their designee shall determine which employees should be assigned District vehicles to provide for improved emergency response and to facilitate attendance to after-hour meetings and functions related to the District. Assignment of the vehicle is not for the specific benefit of the employee, but for the improved operational efficiency and effectiveness of the District. Employees shall not use District vehicles for personal purposes other than commuting to and from work and for incidental personal use such as a stop between work and home. Employees shall not transport non-employees unless the transport is associated with District business or emergency services.

Traffic Accidents

All employees who drive District vehicles or employees being compensated for mileage for their private vehicles and are involved in a traffic accident of any type are governed by these rules:

1. Reports. Regardless of the amount of damage incurred, a complete written report of the incident must be submitted by the driver to their supervisor as soon as possible. All forms in the Vehicle Accident Reporting Kit provided in District vehicles must be completed and submitted to the employee's supervisor.

2. Injuries. In case of personal injury to other persons, employees are encouraged to render first aid only if they have been properly trained in first aid. If not trained, the employee should radio the District office, if possible, or seek the assistance of any persons in the vicinity who may be trained or able to contact emergency relief by dialing 911 at the nearest available telephone.
3. Liability. Employees shall not make any statements which may be taken as an admission of negligence or fault relative to the incident and under no circumstances assume any liability or authorize any repairs to the other vehicles.

Driver's License Regulations

All drivers must carry a valid California Driver's License on their person, issued for the class of vehicle the employee is required to drive. If any employee has their driver's license suspended or revoked by the State, and is assigned to drive a District vehicle, they shall immediately notify their supervisor. Failure to do so may result in suspension or disciplinary action up to and including termination.

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Designated management employees receive a vehicle allowance in lieu of a District assigned vehicle and will use their personal vehicles to conduct District business. The employees who receive an allowance shall provide proof of auto insurance naming the District as additional insured. All operating expenses of the personal vehicle shall be borne by the employee to a maximum of 75 miles per trip. Any travel after the 75 miles, the employees may receive a mileage reimbursement at the rate specified by the IRS provided such mileage reimbursement does not exceed the cost for coach class air fare plus normal costs for ground transportation.

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District vehicles are available for use by employees engaged in District business. Personal vehicles shall only be used for District business when District vehicles are not available for use. If an employee uses their personal vehicle for District business, it must be authorized by a Manager or their designee. If an employee uses a personal vehicle to conduct District business, they shall be reimbursed at the current IRS rate per mile, plus tolls, parking, etc. For travel to out-of-town functions, the mileage reimbursement shall not exceed the cost for coach class air fare plus normal costs for ground transportation. The employee is responsible for fuel and maintenance and must be covered by auto insurance in at least the minimum amounts required by the State of California.

Chapter 4.23 Compensation

The District will make a sincere effort to pay its employees fairly and to be sure that their pay is in line with the amount of work and degree of responsibility required in their jobs.

Upon hire the entrance rate shall normally be the minimum rate of the classification for the position involved.

In certain cases where an applicant for a position may have qualifications above and beyond the minimum qualification requirements for the position, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the General Manager may authorize entrance at a rate above the minimum rate.

After one year of employment, merit increases or lump sum merit awards may be given based on the employee's performance evaluation, according to the terms of the applicable Memorandum of Understanding.

If an employee transfers or is reassigned to a classification with a lower pay range, their salary will be moved to the salary range of the position not to exceed the rate of pay prior to the transfer.

Chapter 4.24 Performance Evaluations

Superintendents and Managers will conduct performance evaluations for all employees, excluding temporary employees.

Performance evaluations will be conducted within 14 days of their due date.

Performance evaluations shall be in writing and shall provide recognition for effective performance and also identify areas that need required improvements.

Chapter 4.25 Outside Employment

Outside employment is permissible as long as employee can still perform their required duties satisfactorily and the outside employment does not create a conflict of interest.

Chapter 4.26 Employee Computer Program

The District may assist employees with the purchase of computer equipment related to their position or career goals by offering an interest-free loan program.

Employees who have completed one full year of employment are eligible to apply for participation in this program.

Those employees who participate in the program agree to hold the District, its directors, officers and employees free and harmless for any and all damages or injuries resulting from the use of items purchased through the program.

Chapter 4.27 Employee-Employer Relations

See Addendum A.