

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CRESTLINE SANITATION DISTRICT  
AND  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1436 - CRESTLINE UNIT**

**DESIGNATION OF PARTIES**

This Memorandum of Understanding, hereinafter referred to as MOU, is entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the Crestline Sanitation District, hereinafter referred to as District, and the IBEW Local 1436, hereinafter referred to as IBEW, the only employee organization which has been formally recognized by the District's Board of Directors.

**STATEMENT OF PURPOSES AND OBJECTIVES**

The purpose and objectives of the Parties in entering into this MOU are to preserve and continue the existing harmonious relationship between the District, IBEW and District's employees represented by IBEW by creating a formal understanding relative to, among other things:

- A. Salaries (wages), employee benefits, hours, working conditions and conditions of employment;
- B. Rights of IBEW and District's employees it represents;
- C. Rights of District; and
- D. Procedures for the peaceful settlement of grievances, claims, disputes and differences which may arise between District and its employees represented by IBEW without interruption of work.

**RECOGNITION**

Pursuant to the provisions of the District's Employee Relations Rules and Regulations and applicable State law, IBEW is recognized as the recognized employee organization for employees in the District (hereinafter the Unit), previously found to be an appropriate unit by the District's Board of Directors and the District Manager. The District hereby recognizes the IBEW as the exclusive recognized employee organization for employees in the employee classifications comprising said Unit as listed in the Article "Salary Adjustment," hereof, as well as employees in such classes as might be added to this Unit hereafter by the District.

**TERM**

This Memorandum of Agreement is entered into between the District and Unit pursuant to the provisions of the Meyer-Milias-Brown Act and sets forth various terms and conditions of employment during the contract period of July 1, 2026, through June 30, 2029. Requests to modify the MOU shall be submitted to the other party during the forty-five (45) calendar day period commencing January 1, 2029. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) on July 1, 2029, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

## **AGENCY SHOP AGREEMENT**

### **1. Union Dues**

The District shall, during the term of this MOU, deduct monies for Union membership dues on a bi-monthly basis from employees represented by IBEW. Such fees will be based on information provided by IBEW to the District, per the terms of the Dues Deduction and Authorization Agreement maintained by IBEW.

Pursuant to Government Code Section 1157.12(a), IBEW certifies that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.

Pursuant to Government Code Section 1157.12(b), all employee requests to cancel or change deductions for the Union shall be directed to IBEW. The District shall rely on information provided by IBEW regarding whether deductions for IBEW were properly canceled or changed. Deductions may only be revoked pursuant to the terms of the employee(s) written authorization. IBEW shall indemnify the District for any claims made by an employee for deductions made by the District in reliance of this information (see Section 3 below).

### **2. Sufficient Employee Earnings for Deduction**

The employee(s) earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay period, no withholding will be made to cover the pay period from further earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over union dues.

### **3. Indemnification**

IBEW shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the union dues obligation, including claims relating to IBEW's use of monies collected under these provisions. The District reserves the right to select and direct counsel in the case of any challenge to the District's compliance with the union dues obligation, and IBEW agrees to pay any attorney, arbitrator, or court fees related thereto.

## **PERSONNEL RECORDS AND PRIVACY**

### **1. Inquiries**

- A. All requests for information pertaining to personnel records, including inquiries from outside the District, i.e., requests for references regarding past employment, shall be directed to the District Manager.
- B. Responses to oral requests for information will generally be limited to: Job Title, Salary

Range and Length of Service. However, if withholding information concerning a former employee could result in potential liability to the District, that information may be disclosed after consultation with the District's legal counsel.

- C. Requests for copies of personnel records shall be in writing and be provided only upon written authorization of the employee, or as otherwise required by law. A copy shall be retained in the employee's personnel file.
- D. Requests for information other than that listed in Paragraphs B and C above shall be in writing and be provided only as required by law.

## 2. Inspection

- A. Access to personnel files shall be restricted to the District Manager and his/her representative. Access shall be given to Department Managers or Supervisors on a "need to know" basis.
  - B. Employees may inspect their personnel files at reasonable times during District office hours under the following conditions:
    - 1. Upon request by an employee or their representative, and in the presence of the District Manager or his/her designee.
    - 2. For a Department Manager's/Supervisor's confidential use in connection with a personnel matter.
    - 3. For the Arbitrator's use during an appeal hearing conducted in accordance with Section 9.2.4 of the District's Personnel Manual, or in connection with any potential or pending litigation by or against the District.
  - C. The District will cooperate with federal, state, and local government agencies investigating an employee if the investigator furnishes proper identification and proof of legal authority.
3. Retention - Original personnel records shall be maintained by the District for a period of five (5) years after an employee's separation. After that time, the original records may be scanned and destroyed.
4. Medical, Financial and Other Confidential Information - Access to an employee's medical, financial, and other confidential information is restricted to the employee, the District Manager, and his/her representative. Medical information shall be released by the District only upon written authorization from the employee or to persons and/or agencies who are legally entitled.

## **ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Labor Relations Representatives of the IBEW to confer with the District employees during working hours.

Therefore, IBEW Labor Relations Representatives will be granted access to fixed work locations during regular working hours to investigate and process grievances or appeals. IBEW Labor Relations Representatives shall be granted access upon obtaining authorization from the District Manager prior to entering a work location and after advising of the general nature of the business.

However, the District Manager may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of the District operations. The District Manager shall not unreasonably withhold timely access to work locations. The District Manager shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the District Manager shall establish a mutually agreeable time for access to the employee.

IBEW Labor Relations Representatives granted access to fixed work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The District Manager may mutually establish with the IBEW Labor Relations Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The District shall not unduly interfere with the IBEW's access right to fixed work locations.

### **AUTHORIZED EMPLOYEE REPRESENTATIVES**

IBEW may designate employees as authorized employee representatives or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- A. The IBEW may designate four (4) authorized employee representatives.
- B. The IBEW will designate only employees who have obtained regular status.
- C. The IBEW shall file with the District Manager and the Operations Manager, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by the IBEW.
- D. Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the District at such representative's or alternate's base rate of pay.
- E. District vehicles and supplies may not be used. District telephones may not be used in implementing the provisions of this Article if such would unduly interfere with the efficiency, safety, or security of the District operations and result in telephone costs to the District.

### **HEALTH AND DENTAL PLAN COVERAGE**

All regular employees must enroll in a health and dental plan offered by the District. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.

1. To be eligible for District health and dental plan coverage, an employee must be in a regular position and have received pay for at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act. Employees on an approved Worker's Compensation claim shall receive Benefit Plan contributions for up to twenty (20) pay periods while off work due to

- that injury. However, after the sixth (6<sup>th</sup>) pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.
2. Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.
  3. Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.
  4. Notification of a mid-year qualifying event must be submitted to the District Manager in accordance with procedures adopted by the District. Employees are responsible for notifying the District within thirty (30) days of dependent's change in eligibility for the District plans.
  5. Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, gain of coverage on spouse's or domestic partner's employer provided insurance, or termination of domestic partnership.
  6. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.
  7. The District will pay up to \$1,500.00 per month for employee and dependent coverage in the District-sponsored health and dental plan. Any costs in excess of this monthly cap must be paid by the employee. IBEW shall have the right to reopen limited negotiations on this Paragraph 7 only in the event that the costs of the District sponsored health and dental plan increase by fifteen percent (15%) or more during the term of this MOU. Such negotiations shall commence under this Paragraph 7 within ten (10) days following the District's receipt of written notice from IBEW of its exercise of the limited renegotiation rights set forth herein, which notice shall include sufficient factual information evidencing such cost increase. The terms and conditions of this MOU will remain in full force and effect during such negotiations.
  8. Employees eligible for dental plan coverage that are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their District sponsored dental plan. The rules and procedures for electing to Opt-Out of District-sponsored health and dental plan coverage are established and administered by the District.
  9. Employees scheduled to work 61 to 80 hours per pay period who previously elected to opt-out of District sponsored health plan coverage or waive health plan coverage to a spouse employed by the District and continue to opt-out or waive during the term of this MOU who are scheduled to work 61 to 80 hours per pay period shall receive eight-five dollars (\$85.00) per pay period; employees scheduled to work 40 to 61 hours shall receive forty-two dollars and fifty cents (\$42.50) per pay period.
  10. Employees may elect to Opt-Out of District health and/or dental plan(s) within thirty (30) calendar days of becoming eligible for another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that the opt-out is elected.
  11. Employees may elect to Opt-Out of District health and/or dental plan(s) during an annual open enrollment period. All employees electing Opt-Out during an annual open enrollment period, for

reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage.

12. To continue to opt-out, employees must re-elect the opt-out or waive benefit and certify that they have other group coverage during each annual open enrollment period. Except as required at the initial opt-out or waive election, employees are not required to provide verification of continued coverage unless requested by the Plan administrator.

13. An employee who elects Opt-Out for dental plan coverage may not re-enroll in a District-sponsored dental plan until the next open enrollment period unless the employee involuntarily loses coverage from the other employer-sponsored group dental plan. Employees who elect to enroll in District dental coverage, for reasons other than involuntary loss of another group sponsored dental plan coverage, may enroll during the open enrollment.

14. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a District-sponsored health plan within thirty (30) calendar days. Enrollment in the District-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

15. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a District health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the District of loss of group coverage within thirty (30) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.

16. For regular employees employed by the District as of July 1, 2026; upon retirement from the District, so long as the retiree has reached age fifty-five (55), the retiree will be entitled to a medical benefit cap of \$1,000.00 per month to apply towards a medical plan, provided that the retiree is receiving medical continuation through the District. This benefit will be offered in conjunction with the latest PEPPRA formula set forth by the medical carrier. This benefit will be terminated once the retiree becomes eligible for Medicare.

### **VISION CARE INSURANCE**

Subject to carrier requirements, the District will pay the premiums for vision care insurance for Unit employees and their dependents, as offered through the District and as approved by the District Manager and Board.

### **FLEXIBLE SPENDING PLAN**

1. Eligibility – The District shall make available a Flexible Spending Plan benefit available to all regular employees.
2. Contribution – For regular employees employed by the District as of January 1, 2014, the District will pay up to \$500.00 per month for the Flexible Spending Plan benefit. For regular employees hired by the District after January 1, 2014, the District will pay up to \$275.00 per month for the Flexible Spending Plan benefit.

3. Purpose – Flexible Spending Plan accounts may be used for medical expenses, premium payments for the District sponsored health, dental, and vision plans, or other insurance benefits offered by the District.

### INCENTIVE PROGRAMS

- A. Sick Leave Incentive – The sick leave incentive program is completely voluntary. The maximum cash out after any fiscal year is 80 hours. Cashed out hours will be deducted from the employee’s paid time off. The program runs during each fiscal year. In the event an employee uses 0 hours up to 40 hours of sick leave, the employee will be eligible for a sick leave cash-out in accordance with the table below. To be eligible for the incentive program, employees cannot use other leave pay (e.g., comp time, holiday, or vacation) in lieu of sick time. If an employee wishes to cash out his or her sick leave after the fiscal year, a request approved by the District Manager must be turned into the Human Resources department. Pay outs are payable in the second pay period in July.

1	0 Hours used	=	80 hours paid
2	8 hours used	=	72 hours paid
3	16 hours used	=	64 hours paid
4	24 hours used	=	56 hours paid
5	32 hours used	=	48 hours paid
6	40 hours used	=	40 hours paid
7	Greater than 40 used	=	0 hours paid

- B. Bilingual Compensation - Employees who perform bilingual translation as part of their regular duties shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. The District Manager must certify as competent to be eligible for compensation. There are two (2) levels of competency certification - verbal skill level and written skill level. Compensation pay is a differential of fifty cents (\$.50) per hour certification per skill level.

- C. Certification Minimum Incentive – The District values its employees, and wishes to encourage reliable and dedicated individuals. In an effort to retain employees, the District offers an incentive program designed to encourage new employees to obtain higher level certifications than required for their position. For employees in a Grade 1 position, the District will provide a differential of fifty cents (\$.50) per hour for acquiring and maintaining a Grade 2 certificate. This differential can only be applied to employees in a Grade 1 position, and will be offered beginning the first pay period after the employee receives their certificate. In order to opt-in to this benefit, a request approved by the District Manager must be turned in to the Human Resources department. There shall be no retroactive payments for this benefit.

D. Longevity Pay Incentive – The District values its employees, and wishes to encourage reliable and dedicated individuals. In an effort to retain employees, the District offers a longevity pay incentive program designed to encourage long-standing service with the District. As a result, beginning on the effective date of this MOU, the District will provide a one-time gift card to its employees in the following amounts on the corresponding anniversary dates of their employment with the District which occur during the term of this MOU: (a) 5 years = \$100; (b) 10 years = \$200; (c) 15 years = \$300; (d) 20 years = \$400; (e) 25 years = \$500; and (f) 30 years = \$600. The application of this provision shall not be construed to require the District to retroactively provide any longevity pay to its employees.

## DEFINITIONS

Listed below are definitions of terms commonly used in this MOU:

District – Refers to Crestline Sanitation District.

Board or Governing Board – Refers to the Board of Directors of the Crestline Sanitation District.

District Manager – Refers to the incumbent in the General Manager’s position for the District. It also includes any person who has been designated as acting General Manager, employees acting for the General Manager during absence, and/or employees delegated authority approval on a regular basis by the General Manager.

Operations Manager – Refers to the incumbent in the Operations Manager position. It also includes any person who has been designated as acting Operations Manager, employees acting for the Operations Manager during absence, and/or employees delegated authority approval on a regular basis by the District Manager.

Unit – Employees of Crestline Sanitation District represented by International Brotherhood of Electrical Workers (IBEW)

Proof of Service - When documents are mailed to an employee, it shall be sent to the employee’s current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party’s control.

Service Hours – Refers to paid hours during an employee’s regular tour of duty, up to 80 hours per pay period. Time without pay and overtime hours do not count as service hours.

Working Days – Refers to the days that the District is normally open to conduct business, i.e. Monday through Friday, excluding District holidays.

## DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted, as provided in the order of demotion.

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed step 11 or final step of the salary range of the demoted class, except that such an employee may be placed on an "X" step, with the approval of the District Manager

A promoted employee who returns to a former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

## **CERTIFICATIONS**

1. Certification Differential - A certification differential of fifty cents (\$.50) per hour per certification on all hours paid for Maintenance Workers I, II, and III, Treatment Plant Operators I, II, III, and IV, Accounts Representative, Electro Mechanical Specialist, and Equipment Maintenance Mechanic who obtain higher levels of certification above and beyond what is required in their discipline for their jobs with prior written approval of the District Manager.
2. Multi-disciplined certification - A multi-disciplined certification differential of fifty cents (\$.50) per hour per certification up to two (2) certifications on all hours paid for Maintenance Worker I, II, and III, Treatment Plant Operators I, II, III, and IV, Electro Mechanical Specialist, and Equipment Maintenance Mechanic who obtain certifications in both above and beyond what is required of their jobs with prior written approval of the District Manager.

## **DISTRICT MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with the District. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- A. The right to determine the mission of its District, commissions, and municipal advisory councils.
- B. The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- C. The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- D. The right to change or introduce new or improved operations, methods, means, or facilities; or, to contract for work to be done.
- E. The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

## **DOWNGRADING**

When a position is downgraded, the District Manager may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

## **DUAL APPOINTMENTS**

The District Manager may authorize the appointment of two (2) full-time employees to the same budgeted regular position, to facilitate training, to make assignments to a position, which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The District Manager, or designee, shall notify the most recently hired dual appointee in writing and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure may apply. If the most recently appointed dual appointee has regular status in the same classification, he/she may be placed in a vacant position in the same classification in the department/group. If no position is available, the employee may be laid off, in accordance with this MOU, provided, however, that the initial appointee may be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group, however, he/she shall be required to serve a probationary period unless waived by the District Manager. If the most recently appointed dual appointee held prior regular status in a lower classification in the District immediately preceding the dual appointment, he/she may have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she may be terminated.

## **ELECTRONIC FUND TRANSFER**

As a condition of employment, all employees must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. In cases where an employee is unable to make arrangements for electronic fund transfer, the District Manager, or designee may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the District Manager, or designee.

## **EMPLOYEE RIGHTS**

The following are employee rights:

- A. The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- B. The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District.

C. The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the District Manager, Operations Manager, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.

D. The right of the IBEW, upon its request and prior to implementation, to discuss with District Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

## **EXPENSE REIMBURSEMENT**

Employees shall be reimbursed for all expenses incurred in connection with the conduct of District business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the District Manager. Reimbursement for expenses for travel and subsistence will be listed below.

### **Section 1 – General Provisions**

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of the District, except as may be otherwise provided in this Agreement.

### **Section 2 – Responsibilities**

It shall be the responsibility of the District Manager or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the District Manager or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the District Manager. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

### **Section 3 – Travel Authorization**

- A. All foreseeable travel requests must be submitted to the District Manager four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.
- B. Travel outside the State of California must be approved by the District Manager or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the District Manager in triplicate on a standard "Travel Request" form, unless specifically approved in the District's budget.
  - B. The District Manager or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

## **Section 4 – Authorization for Attendance at Meetings**

- A. The District Manager may authorize attendance at meetings at District expense when the program material is directly related to an important phase of District service and holds promise of benefit to the District as a result of such attendance.
- B. Authorization for attendance at meetings without expense reimbursement, but on District time, may be granted when the employee is engaged on the District's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the District.

## **Section 5 – Records and Reimbursements**

A. Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00), quarterly or until June 30th during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1st and beyond must be on a separate claim from those expenses claimed for June 30th or earlier.

B. Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

1. Private mileage.
2. Taxi, streetcar, bus, and ferryboat fares; bridge and road tolls; and parking fees.
3. Telephone and fax charges.
4. Other authorized expenses which are less than one dollar (\$1.00).

C. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.

D. Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, etc.

E. Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.

F. Expense reimbursement shall be made via Electronic Fund Transfer.

## **Section 6 – Transportation Modes**

A. The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the District.

### **B. Travel Via Private Automobile**

1. Reimbursement for the use of privately owned automobiles, to conduct District business, shall be at one-half of the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses

for the use of the private automobile, insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private automobiles used on District business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

2. When employees traveling on official District business leave directly from the principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

#### C. Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the District Manager or designee approves such use. Rental vehicles are covered for liability and vehicle physical damage under the District's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for District business. A copy of the rental agreement or rental receipt and gasoline receipt must accompany requests for reimbursement for gasoline for rental vehicles.

#### D. Travel Via Air

When commercial aircraft transportation is approved the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the District Manager or designee.

### **Section 7 – Meals and Lodging**

- A. Meal and lodging expenses shall not be allowed without prior approval of the District Manager or designee as necessary for the purpose of conducting District business. Excess charges greater than the amounts listed below in paragraphs (B) and (C) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.
- B. The allowance for lodging is one hundred, twenty-five dollars (\$125.00) plus tax, per night, single, with receipt.

- C. Meal expenses will be reimbursed at the actual cost, not to exceed a total of sixty dollars (\$60.00) per day, all including tax and gratuity. Employees must submit acceptable receipts for reimbursement of meals. The District will not reimburse for alcohol.
- D. The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the District shall make every effort to provide meals.

### **Section 8 – Expense Advances**

Advancement of funds for business expenses can be obtained from the District Manager through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of District employment, the District Manager's office may recover the amount advanced from the employee's pay.

### **Section 9 – Credit/Debit Cards**

The District Manager may issue the District credit or debit card to an employee and required business expenses be paid with said card. Further, the district may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (B) and (C) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the District.

If the employee fails to reimburse the District within fifteen (15) calendar days or prior to separation from District service, the District Manager's office may recover any unauthorized charges from the employee's pay.

### **FULL UNDERSTANDING, MODIFICATION, AND WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understanding arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the District and the IBEW with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, except as provided below, the District and IBEW for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement.

# **GRIEVANCE PROCEDURE**

## **Section 1 – Purpose**

The District and IBEW recognize the importance of a viable means of resolving disputes which may arise between District employees, supervisors, and management. The procedure is intended to establish a systematic means for processing a grievance and for obtaining answers and decisions regarding employee complaints. The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on the employee's standing with immediate supervisors or loyalty as a district employee. The provisions of this rule do not apply to exempt employees of the District.

## **Section 2 – Definition**

A grievance is a disagreement between District management and an employee or group of employees concerning the interpretation or application or violation of a specific article(s) of the Memorandum of Understanding. The IBEW may not independently submit a formal grievance in the absence of an aggrieved employee.

## **Section 3 – Exclusions**

All matters are excluded from this procedure which deal with District Management Rights and/or federal, state, or local laws, rules, or regulations. Grievance matters are excluded where law provides a more appropriate and speedy remedy.

## **Section 4 – Consolidation of Grievances**

In order to avoid the necessity of processing numerous similar grievances, at one time, similar grievances shall be consolidated whenever possible.

## **Section 5 – Representation**

An aggrieved employee may be represented by the IBEW representative or they may represent themselves. This representation may commence at any step in the grievance procedure. Representatives from the District shall also be present. Neither the District nor the grievant will be represented by a licensed attorney in the grievance procedures, except by advance written notice to the other party. The grievant may elect to be present at each step of the grievance procedure until all evidence is submitted by the District and the grievant.

## **Section 6 – Time Limitations**

Time limitations are established to settle a grievance quickly. Time limits may be modified only by mutual agreement of the parties. The parties may mutually agree, in writing, to waive time limited set forth in each step of this grievance procedure. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits.

## **Section 7 – Steps in the Grievance Procedure**

1. Step One: Supervisor - Initially, the employee having a grievance shall personally discuss, informally, the complaint with the immediate supervisor. Within three (3) workdays, the District Supervisor shall give his/her decision to the employee after consulting with the Operations Manager. If the supervisor fails to reply within this period or issues a decision which is unsatisfactory to the employee, the employee may proceed to the formal grievance procedure.
2. Step Two: Department Head - If the grievance is not resolved within three (3) working days after its submission in Step One, employees may submit their grievance in writing to their department head within five (5) working days thereafter. No formal format is required for the written grievance claim. The Department Head shall meet with the employee(s) within two (2) working days after receiving the grievance and shall deliver his/her answer in writing to the employee(s) within two (2) working days after such meeting. At this, and all subsequent steps in the grievance procedure, the employee(s) have the right to present their grievance.
3. Step Three: District Manager - If the grievance is not resolved in the First or Second Step, the employee(s) may submit it in writing to the District Manager within five (5) working days after the Supervisor/Department Head's answer is received. The District Manager shall meet with the employee(s) within five (5) working days after having received the grievance and shall deliver his/her response to them in writing within five (5) working days after such meeting.
4. Step Four: Hearing Officer - If the grievance is not resolved in Step Three, within five (5) working days after receiving the response the employee may submit a request in writing to the District Manager asking for a hearing. The request for a hearing will be forwarded to a Hearing Officer (state mediator) appointed by the District to conduct a hearing within twenty (20) days of the request and report findings and recommendations to the District Manager.

## **Section 8 – Grievance Hearing**

The following guidelines shall be adhered to at all grievance hearings conducted by the Hearing Officer.

- A. The hearing will be conducted within twenty (20) workdays after the appointment of said Hearing Officer, unless the parties agree to a date beyond the twenty (20) day period.
- B. The Hearing Officer shall require all witnesses to testify under oath or affirmation.
- C. A hearing date will be scheduled by the District Manager in consultation with the Hearing Officer, the grievant, and if appropriate, the IBEW representative. Written notice stipulating the time and place of the hearing will be provided to all parties.
- D. Grievants will appear before the Hearing Officer to present their individual grievance. If the grievant does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.

- E. Each party to the grievance shall have these rights: to call and examine witnesses to the issues; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify on his own behalf, he may be called and examined as if under cross examination. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over the objection in civil actions. The rules of privilege shall be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.
- F. Decisions of the Hearing Officer shall be binding on all parties unless there is financial impact on the District, in which case the decisions shall be subject to approval of the Board.
- G. Written decisions of the Hearing Officer shall be submitted to the District Manager, the grievant, and the IBEW representative, within thirty (30) workdays after the close of the hearing.
- H. The cost for expenses of the Hearing Officer shall be borne equally by both parties.

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within fifteen (15) workdays after the employee is aware of the conditions precipitating the grievance.

### **IMPLEMENTATION**

It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved by the Governing Board of Crestline Sanitation District.

Any changes to this agreement, which do not have specific effective dates, become effective on the date of Governing Board's approval.

### **LABOR MANAGEMENT COOPERATION COMMITTEE**

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the District and the IBEW. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To this end, the parties agree that a Committee comprised of management and employees shall be created as necessary to address issues that affect the District's ability to provide efficient and effective delivery of public services. The purpose of such a task force shall be to:

- A. Review and provide input on proposed District work policies and procedures;

- B. Review and provide input on work simplification proposals; and
- C. Review and provide input on solutions to specified work problems.

The composition of the Committee shall include up to two (2) management appointees, designated by the District Manager, and no more than three (3) employees, designated by the IBEW. The District Manager or designee shall chair the Committee. Meetings will be held as reasonably necessary to discharge the functions of the Committee. The Committee shall not have any right or authority to abrogate representation rights of the IBEW or the District Manager's Management Rights.

## **LAYOFFS**

### 1. Purpose for Layoffs or Reductions in Force

For reasons of economy, or efficiency, or in the interest or mandate of the public, reductions or curtailments of District services, staff or expenditures may be required. Whenever, in the judgment and discretion of the Board of Directors, it becomes necessary, the District may abolish any position, department or employment and the employee(s) holding such position, department or employment may be laid off.

### 2. General Procedures

- A. In each instance of a proposed layoff or reduction in force, the Board of Directors shall determine, by resolution, the criteria upon which the order of layoff or reduction in force shall be based. The formula used for the selection of positions to be eliminated shall be based upon neutral, and not prohibited, criteria. Such criteria may include, but are expressly not limited to, some, any or all of the following: seniority, special knowledge, skills, training or experience of employees, costs of providing services, availability of other positions in the District, whether such layoff or reductions in force will be permanent, or whether a recall list will be established.
- B. The District Manager shall determine, based upon the criteria established by the Board of Directors, the order and ranking of layoff or reduction in force. The District Manager shall prepare a list of those positions to be abolished, and a list of those employees within each classification or position scheduled to be abolished, based upon the official personnel records and/or operational needs of the District.
- C. Affected employees shall be notified in writing thirty (30) days in advance of any layoff or reduction in force.
- D. Any employee who is laid off or reduced in force shall receive any accrued leaves for employees who resign from employment.

### 3. Special Procedures

Should the Board determine reductions in force to be necessary due to lack of work or of financial reasons, the Board may initiate lay-offs.

In determining the order of lay-offs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the District, and the needs of the District. Variations appropriate under the circumstances.

The factors the District, in its discretion, may use to determine include but are not limited to the following:

- A. An employee's last four performance evaluations, if any;
- B. Any history of employee commendations, awards, etc.;
- C. Any history of employee disciplinary action;
- D. Attendance record, including tardiness and unexcused absences;
- E. Safety record, including personal injury and damage to District property;
- F. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
- G. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority may be laid off;
- H. Between two regular appointees in the same classification the employee with the lesser skills, abilities, qualifications merit and/or record than may be laid off first, without regard to seniority; and
- I. Memoranda of Understanding between the District and affected bargaining units.

#### 4. Reinstatement from Layoff

Employees who, following lay-off from a position or lay-off from District employment may be reinstated upon the recommendation of the Department Head and with the approval of the District Manager, to the position from which they were laid off based on their qualifications, availability, and the needs of the District.

#### 5. Separations

All employees who separate from District service, that is, whose employment with the District terminates through separation for cause, layoff, resignation, or retirement must:

- 1. Return all District property to the District Manager or the immediate supervisor prior to receiving the final paycheck.
- 2. Clear any existing financial obligations with the District.

In addition, employees who resign or retire must also adhere to the following procedures before they will be deemed to have terminated in good standing:

1. Submit a written notification stating your intent to terminate, and the proposed effective date to your immediate supervisor.
2. Provide a minimum notice of two weeks. The District encourages employees who become aware of their pending termination from the District to let the District Manager know as far in advance as possible.

## 6. Reinstatement

At the recommendation of the Department Head, and with the approval of the District Manager, employees who (1) resigned, retired, or were laid off and (2) were in good standing at the time of termination their employment, may be reinstated within twelve (12) months, to their former position, if vacant, or to a vacant position in the same classification, without being subject to the general application and conditional appointment requirements of the District.

A reinstated employee shall serve a probationary period as defined in this MOU, unless otherwise approved by the District Manager. An individual requesting reinstatement shall be required to pass a medical and/or psychological examination and any other qualifying tests or procedures as in the case of a new employee. If reinstated, credit may be granted for prior service in terms of benefit accrual rates and seniority in the discretion of the District Manager in consultation with the Department Head; provided, however, that employees reinstated after lay-offs shall receive credit for prior service with the District.

## **LEAVE PROVISIONS**

### **Section 1 – Sick Leave**

#### A. Definitions

1. Sick Leave – Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.
2. Immediate Family – Immediate family is defined as parent, child, spouse, or domestic partner as defined by applicable California law.
3. Extended Family – Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

B. Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided however, that an employee has completed 1,040 service hours. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. There shall be no limit on sick leave accumulation.

C. Compensation – Approved sick leave with pay shall be compensated at the employee’s base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

D. Administration

1. Investigation – It shall be the responsibility and duty of the District Manager or designee to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the District Manager.
2. Notice of Sickness – For employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., Cleaning crews), the District Manager or designee should be notified within 30 minutes of the start of the employee’s scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the District Manager informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor’s off-work order and provides notice of same to the District Manager, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the District Manager that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off work order, the employee may be subject to Automatic Resignation in accordance with the District’s Personnel Rules.
3. Review – The District Manager may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof – A doctor’s certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness for three (3) days or when requested by the District Manager or designee.
5. Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

E. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave – A maximum of one-half (1/2) of the employee’s annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee’s immediate family who require the attention of the employee.

Upon approval of the District Manager, the employee may use part of this annual allowance for attendance upon members of the employee’s extended family residing in the employee’s household who require the attention of the employee.

2. Bereavement – Employees in regular positions may use up to three (3) days paid leave, not charged to the employee’s personal leave balances, per occurrence for bereavement due to the death of the employee’s immediate family, as defined herein, within three (3) months of the date

of said death. A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee. Provisions for more days may be granted at the discretion of the District Manager.

One (1) additional day shall be granted if the employee travels over one-thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances.

3. Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
4. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

#### F. Return-to-Work Medical Clearance

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to a medical facility designated by the District Manager for a medical evaluation of their condition and authorization to return to work before returning to work.
  - (a) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
  - (b) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
  - (c) Employees who have been absent on account of a serious medical condition, when so directed by the District Manager.
2. Employees are required to attend return-to-work medical appointments at a medical facility designated by the District Manager on their own time; however, mileage for attending such appointments is eligible for reimbursement pursuant to the Expense Reimbursement Article.
3. It is the responsibility of the employee, covered by (1)(a)-(c) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their District Manager immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The District Manager or designee will schedule an appropriate medical evaluation for the employee with the designated medical facility prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the District Manager at or prior to the employee's scheduled appointment time.
4. The District Manager or designee may make exceptions to the above requirements on a case-by-case basis for District.

5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the medical facility and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the District will pay for work hours missed, without charge to the employee's leave balances.
6. The final decision on the employee's ability to return to work rests with the medical provider and the District Manager. In the event the medical provider does not release the employee to return to work, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

G. Worker's Compensation – Employees shall receive full salary in lieu of Worker's Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Worker's Compensation Sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

H. Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (I) below.

I. Sick Leave Cash-Out – Employees who hold regular positions in the District and are currently members of the San Bernardino County Employees' Retirement Association, shall receive compensation in accordance with the following: After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

<b>Sick Leave Balance as of Date of Separation</b>	<b>Cash Payment % of Hours of Sick Leave Balance</b>
480 Hours or Less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee.

J. Before or After Holiday – If an employee is off on a holiday and calls in sick the day before or immediately following the holiday without a doctor's note (or other form of proof as approved by the District Manager), he or she shall forfeit his or her right to his or her 8 hours holiday pay otherwise provided for in Section 3.E. of these Leave Provisions of the MOU. If an employee is required to work on a fixed holiday and calls in sick the day before or immediately following the

holiday without a doctor’s note (or other form of proof as approved by the District Manager), he or she shall forfeit his or her right to his or her 8 hours holiday pay otherwise provided for in Section 3.E. of these Leave Provisions of the MOU.

- K. Vacation Conversion Option - Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.  
Example:

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u>	<u>Vacation</u>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

- L. Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave in a calendar year (pay period 1 through pay period 26/27 of that year, when applicable, of the same year), and who do not record any sick leave without pay or absent without pay during that year, have the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

**Section 2 – Vacation Leave**

- A. Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the District Manager.
- B. Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee’s benefit date. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro rata basis; provided, however, that there shall be no proration of the maximum accumulations.

<b>Length of Service From Benefit Date</b>	<b>Annual Vacation Allowance</b>	<b>Maximum Allowed Unused Balance</b>
After 1,040 and through 8,320 service hours	80 hours	160 hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 and thru 39,520 service hours	160 hours	320 hours

Over 39,520 service hours	200 hours	350 hours
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C. Administration

1. Scheduling – Vacation periods should be taken annually with the approval of the District Manager at such time as will not impair the work schedule or efficiency of the district but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the District Manager will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the District Manager or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the District Manager for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

2. Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee’s base rate of pay, except as otherwise provided in this MOU.
3. Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits.
4. Vacation Leave and Termination Date – Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

**Section 3 – Holiday Leave**

- A. Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24 <sup>th</sup>
July 4 <sup>th</sup>	December 25 <sup>th</sup>
First Monday in September	December 31 <sup>st</sup>
Second Monday in October	

- B. Floating Holidays – Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. “Entire pay period” shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the

end of the pay period and was paid for at least one-half of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the District Manager. The District Manager has the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no proration of the maximum provided in paragraph (G) herein.

- C. Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.
1. The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
  2. The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
  3. The employee must have been on an approved leave of absence for any unpaid hours.
  4. The employee must have not had any unauthorized leave.
  5. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the District Manager.
- D. Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- E. Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the District Manager, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- F. Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
- G. Holiday Time Accrual – Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

#### **Section 4 – Leave Accruals While on Disability Leave**

Employees receiving the benefits of workers' compensation or state disability insurance while on disability leave receive partial replacement of their income through these benefits. Employees on

these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee's base salary. Paid personal leave time coded on the employees' Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their District payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability (SDI) benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the District will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employees' base salary.

## **Section 5 – Compulsory Leave**

If in the opinion of the District Manager, employees are unable to perform the duties of their position for physical or psychological reasons, a physician, or other competent authority designated by the District Manager, or designee, may require an examination. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the District Manager shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay or may use accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

## **Section 6 – Military Leave**

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- A. Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- B. Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- C. Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (H) of this Article.
- D. Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the District Manager, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.
- E. Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.
- F. The right to return to former classification shall include the right to be restored to such civil service status, as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.
- G. Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

- H. Compensation – This provision does not include an employee’s attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee’s regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in Sections (C) and (D) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee’s regularly scheduled workdays that fall within the thirty (30) calendar days.
- I. Extension of Benefits – The District recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base District salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall be extended when expressly approved by the Board. During this period, the District will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the MOU. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.
- J. If the employee becomes eligible for full District payment for the first 30 days of military leave provided in Section (C) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.
- K. No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board. The District may unilaterally extend the benefits of this subsection upon the approval of the Board.
- L. Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (C) of this Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (I) of this Article under the following conditions:
1. The employee must decline in writing the benefits of Section (I) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
  2. The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).
  3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
  4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

## **Section 7 – Political Leave**

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

## **Section 8 – Special Leaves of Absence Without Pay**

### **A. General Provisions**

A special leave of absence without pay may be granted to an employee who:

1. Is medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
4. For any reason considered appropriate by the District Manager.

### **B. Types of Leaves of Absence**

There are four (4) types of leaves of absence. All requests must be in writing and require the approval of the District Manager or designee. Upon request, the District Manager or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of this Agreement.

1. Leaves of Absence with Right to Return - Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
2. Family Leave - Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Article of this Agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are District employees, both employees are limited to a total of twelve (12) weeks between them.

### 3. Leaves of Absence Without Right to Return

- (a) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (b) Rehire Process – An employee may be reemployed in the same classification from which the employee took the leave of absence with the approval of the District Manager. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from District service. If reemployed, the employee shall be required to serve a new probationary period. The District Manager or designee has the discretion to waive the requirement to serve a new probationary period.
- (c) Benefits Upon Rehire – An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:
- Hire date.
  - Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return.
  - Any sick leave accruals that had not been cashed out will be restored.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the Article on Reemployment.

### 4. Medical Leave of Absence

- (a) Definition – A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The District retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase

medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(b) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 8(B)(3)(c) above.

(c) The Medical Leave of Absence provision may be removed by either party at the conclusion of this Agreement.

### **Section 9 – Jury Duty Leave**

Employees in regular positions who are ordered/summoned to serve jury duty, including Grand Jury duty, shall be entitled to base pay for those hours of absence from work, less fees for service, up to a maximum period of two weeks (or longer at the discretion of the District Manager). Employees are required to provide the District Manager with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the District Manager will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

### **Section 10 – Examination Time**

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking District promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

### **Section 11 – Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District.

## **Section 12 – Blood Donations**

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the District Manager to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the District Manager to receive this benefit.

## **Section 13 – Service Date**

Employee service date is the first day of the pay period in which the employee begins work.

### **LIFE INSURANCE**

- A. The District agrees to pay the premium for a term life insurance policy (which includes Accidental Death and Dismemberment as set forth below) for each employee as set forth below. This benefit shall provide coverage in the amount of \$100,000 and shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period.
- B. The District further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts as determined by the District.
- C. New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1,040 hours of satisfactory service. Employees must enroll within thirty (30) calendar days of becoming eligible. If employees elect not to enroll in group term life insurance within the timeframe allotted, they subsequently may only do so during an open enrollment period.
- D. The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District. Complete copies of the policies are available upon request.

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction, subject to carrier requirements, to be administered by the District. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1,040 hours of satisfactory service. Employees must enroll within thirty (30) calendar days of becoming eligible. If employees elect not to enroll in group term life insurance within the timeframe allotted, they subsequently may only do so during an open enrollment period.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

### **MEAL PERIODS**

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, District Manager shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

### **MEDICAL EMERGENCY LEAVE**

The particulars of this Medical Emergency Leave policy are as follows:

A. The employee must have regular status (not probationary) with the District or one (1) year of continuous service in a regular position with the District.

B. The employee must meet all of the following criteria before the employee becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) Have exhausted all usable leave balances prior to initial eligibility—subsequent accruals will not affect eligibility; and (4) Have also recorded at least forty (40) hours of sick leave without pay.

C. An employee is not eligible for Medical Emergency Leave if the employee is receiving workers' compensation benefits. An employee eligible for state disability insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

D. Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the District Manager. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

E. The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1040) hours per fiscal year.

F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, or medical designee, is required.

G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

H. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave, or retirement credit.

I. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

J. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

1. Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the Crestline Sanitation District auditor.

2. An employee on Medical Emergency Leave who has received the approval of their physician and the District's designated medical facility to return to full time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of the Memorandum of Understanding.

3. An employee on Medical Emergency Leave who has received the approval of their physician and the designated medical facility to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

K. The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

L. Solicitation of donors shall be regulated by the District Manager, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

M. All donors and donee shall sign release forms designed, retained, and affected by the District Manager or designee.

## MERIT EVALUATIONS

The purpose of a performance evaluation is to provide a systematic method of measuring, recording, and improving the work effectiveness and development of all district employees with regular status in their current classification. Work performance evaluations are intended to be supportive and corrective and may reveal work insufficiencies that require corrective or disciplinary action including, but not limited to, letters of counseling, letters of reprimand, etc.

A. If an employee receives an overall “Unsatisfactory Work Performance” or “Below Standards” evaluation, the employee’s step advance may not be granted on the due date.

B. In cases where no work performance evaluation is filed in a timely manner, an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) work days. If the employee is rated, as “Meets Job Standards” or better, the employee will be granted the step advancement retroactive to the employee’s salary benefit date, provided the delayed rating is the responsibility of the supervisor.

C. Any denied step advancement can be granted following any sequence of a thirty (30) day review period of the employee’s performance.

D. Any dispute arising out of the content of a work performance evaluation with an overall rating of “Needs Improvement” or “Unsatisfactory Work Performance” may be appealed in accordance with the grievance procedure.

E. The performance of an employee without regular status must be rated as “Meets Job Standards” or better prior to granting any merit step advance.

## OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is before the Board, neither the IBEW nor District Administration, nor their authorized representatives will appear before the Board individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board nor meeting with individual members of the Board to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

## OVERTIME

A. Policy – Because the needs of the District’s public are of paramount importance, it is recognized that overtime work may, on occasion, be required of any employee. Overtime work must generally receive prior authorization by the District Manager or his/her designated representative. Approval for overtime work involving emergency calls and necessary system maintenance in the field must be obtained on the following normal work day. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a workweek. Paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than

fifteen (15) minutes. Overtime shall be paid at the rate of time and one-half (1.5 times the normal rate).

- B. Variable Work Schedule – The District with the agreement of an affected employee may arrange for that individual to take such time off as necessary to ensure that an employee’s actual time worked does not exceed forty (40) hours within any given work period.
- C. Work Period – The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. May be changed by mutual agreement of employee and employer in order to accommodate any future 9/80 schedules.

### **PAY PERIOD**

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., Saturday, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter.

The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the District may issue paychecks at an earlier date if possible.

### **PAYROLL ADJUSTMENTS**

In situations involving overpayment to an employee by the District, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The District, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the District. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the District shall recover the amount owed from the employee’s final pay. If the amount owed is greater than the employee’s final pay, the District shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the District, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the District including necessary approval of the District Manager.

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request a check to correct the error. The District’s payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the District Manager within one working day of receipt of the employee’s request. The District shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this section, base pay shall be determined by multiplying the employee’s base rate of pay by the number of hours in their usual work schedule.

## **PAYROLL DEDUCTIONS**

It is agreed that IBEW membership dues and insurance premiums for plans sponsored by IBEW shall be deducted by the District from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to IBEW or approved insurance companies within thirty (30) days after the conclusion of the month said membership dues and insurance premiums were deducted.

The District shall not be liable to IBEW, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than those constituting actual deductions made from employee wages earned. IBEW shall hold the District harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise of or by reason of action taken by the District under this Article.

## **PHYSICAL/MENTAL FITNESS**

The parties agree that physical and mental fitness of District employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the District with reasonable cause, may require medical and psychological assessments of employees provided the District pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released to and retained by the Crestline Sanitation District. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of District business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program for District employees.

## **PROBATIONARY PERIOD**

Except as otherwise provided in Section 3.8 of the District's Personnel Manual, all new employees shall have a maximum of 3120 regular worked hours probationary period during which time they are considered to be an "at-will" employee. If the employee is unable to meet his or her requirements at the end of the 3120-hours introductory period, the employee's probation may be extended at the District Manager's discretion. If the employee obtains his or her required certificates before the 3120-hours introductory period, the employee may be removed from probation early at the discretion of the District Manager or designee. During the probationary period, the employee must obtain a good performance rating or better before obtaining regular employment with the District. An employee may be removed from the initial probation at any time with the approval of the District Manager or designee. During the probationary period, an employee may be discharged at any time without cause and without right to review.

All promotional appointments shall be tentative and subject to an initial probationary period of 1,040 regular working hours of service in a paid status (designated classifications may have a longer probation period to allow for acquiring mandated certification), and must maintain a good performance rating or better before obtaining regular employment with the District. During probation, employees are considered to be working in an “at-will” status.

1. At-Will Status - An Introductory employee is an at-will employee who serves at the pleasure of the District Manager, or his/her designee, and who may be dismissed without prior notice or cause during the introductory period, and without reference to the procedures of Sections 9.2.2 through 9.2.4 of the District’s Personnel Manual. An introductory employee may resign his/her employment during the introductory period without advance notice or cause.
2. Benefits - New hire introductory employees shall be entitled to sick leave, vacation, and paid holidays accruing from the date of hire. All medical, dental, vision, life insurance and deferred compensation benefits will start on the first day of the month following the sixtieth (60<sup>th</sup>) day of employment, except for the retirement benefit which will commence on the first day of employment.
3. Procedure
  - A. Department Managers/Supervisors will be responsible to provide opportunities for new employees to receive training, coaching, and evaluation during the introductory period.
  - B. During the Introductory period the Department Manager/Supervisor may provide verbal feedback and/or informal coaching on an as needed basis. No performance appraisals shall be required during the introductory period.
  - C. On or before completion of 3,120 hours of regular employment, the Department Manager/Supervisor, or the District Manager in the case of management employees, shall notify the new hire introductory employee, in writing, that the probationary period is extended; that the employment is terminated; or that the employee shall be allowed to become a regular employee. No probationary employee shall be deemed to be a regular employee until such time as the District has issued a written notice to that employee specifying that he/she has passed probation and is a regular employee.
  - D. A new-hire probationary employee may be dismissed from employment at any time during the probationary period, or extended probationary period, without advance warning or notice, and without cause. The provisions of Section 9.2 of the District’s Personnel Manual shall not apply to dismissals of probationary employees.
  - E. In the event that an existing employee fails to pass probation for a promotional position, he/she may be returned to his/her former position if such position is currently available. If the former position is not currently available, the employee may be put in another position to which he/she is qualified or, if such position is unavailable, the employee may be terminated from employment with the District pursuant to Section 9.2.5 of the District’s Personnel Manual.

## **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase whichever is greater; provided that no employee is thereby advanced above step 11 of the higher base salary range. At the discretion of the District Manager and with the approval of the Board, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the District Manager.

## **PROVISIONS OF LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the District's Personnel Manual. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State, or District requirements, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

## **REEMPLOYMENT**

- A. Regular employee who has terminated District employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e., beginning the first day of work by the 365<sup>th</sup> calendar day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with the requirements established by the Retirement Board), subject to the approval and conditions established by the District Manager, or designee, and the Board. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the District Manager or designee. The employee shall be provided a new date of hire for purposes of seniority.
- B. A regular employee who has terminated District employment and who is subsequently rehired to a regular position in the same job family within one year (i.e., beginning the first day of work by the 365<sup>th</sup> day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the District Manager or designee. The employee shall be provided a new date of hire for purposes of seniority.
- C. A regular employee who has terminated District employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first

day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the District Manager or designee. The employee shall be provided a new date of hire for purposes of seniority.

- D. For purposes of this article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of District employment.

### REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty:	No and Limit of Rest Period:
After 3 hours and through 6 hours	One - 15 Minute Rest Period
After 6 hours and through 8 hours	Two - 15 Minute Rest Periods
After 8 hours and through 10 hours	Two - 20 Minute Rest Periods
After 10 hours	One - 25 Minute Rest Period and One - 20 Minute Rest Period

### RETIREMENT SYSTEM CONTRIBUTIONS

1. Eligibility - Under the provisions of the County Employee’s Retirement Law of 1937, all regular employees who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA). Exception: Employees first hired at age sixty (60) or over may choose not to become members of SBCERA at the time of hire.
2. District Contributions:
  - A. For all eligible employees hired before January 1, 2013, the District will pick up a portion of the employees required contribution to SBCERA in the amount of seven percent (7%) of the employee’s earnable compensation as defined in the San Bernardino County Retirement Board bylaws. All eligible employees hired after January 1, 2013, will be responsible for the entirety of the employees required contribution to SBCERA.

- B. The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.
- C. If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.
- D. If the employee does not file a designation, the contributions shall be made as employee contributions.

3. Remaining Employee Contributions

All employee Retirement System contribution obligations made under this MOU shall comply with applicable law and the requirements of SBCERA.

4. Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan Article. The provisions of this Section shall be applied each pay period.

Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA). Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

**DEFERRED COMPENSATION**

- 1. Voluntary Employee Contributions – The District maintains an eligible deferred compensation program (“457(b) Plan”) that enables employees to save for retirement by voluntarily contributing part of their District compensation to the 457(b) Plan on a tax deferred basis, up to IRS limits. To make these contributions, an employee must complete and submit a participation agreement at the time and in the manner specified by the 457(b) Plan.
- 2. Employee Contributions:
  - A. Except as described below, each employee may elect to enroll in the 457(b) Plan effective on the employee's hire (or rehire) date or at a later date determined by the employee.

- B. In accordance with federal tax laws, contributions will be treated as made under a voluntary participation agreement. In addition, contributions will generally be subject to the same provisions under the 457(b) Plan, including provisions capping annual contributions to the 457(b) Plan as required by the tax laws.
  - C. Before enrolling an employee, the District will provide the employee with written notice of his or her pending enrollment, including when automatic contributions begin and the amount of those contributions. In addition, the notice will inform the employee of his or her right to opt out of contributions at any time. The District will develop reasonable procedures for opting out.
3. District Matching Contributions – Subject to IRS limits, the District will make matching contributions to the employee’s 457(b) Plan in an amount equal to fifteen percent (15%) of the employee’s contributions, up to a maximum District contribution of \$2,500 per employee per fiscal year during the term of this MOU. Amounts paid by the District under the matching program will be paid into the employee’s 457(b) Plan on a biweekly basis, at the time the employee makes his or her contribution.

### **ON-CALL COMPENSATION**

Employees of the District are required to be on-call after their probationary period is completed, unless the District Manager or his/her designated representative approves and requires on-call duty prior to the completion of the employee’s probationary period. On-call is for emergency calls after normal business hours and on weekends. The employee shall not receive compensation once the employee begins work. An updated on-call rotation sheet will be posted as required.

- 1. Employees assigned to be on-call shall be issued a District vehicle, on-call pager, tablet and cell phone. The pager, tablet and cell phone shall be kept available so the employee is immediately aware when contacted.
- 2. The employee must be able to report to their work site no later than one hour after notification. While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes as long as employee meets the response time and is able to return to work in accordance with District policy.
- 3. On-call periods begin Wednesday at 8:01 a.m. and continue for seven days, terminating at 8:00 a.m. the following Wednesday. Each employee shall be compensated the on-call wage from 4:30 p.m. to 8:00 a.m. each day, except their scheduled days off where they receive two 24-hour periods.
- 4. On-call duty shall be compensated at the rate of five dollars (\$5.00) for each full hour of duty. On-call time shall not count as hours worked. The employee shall not receive on-call compensation once the employee begins work.
- 5. Supervisors assigned to 2<sup>nd</sup> on-call shall be compensated at five dollars (\$5.00) for each full hour of duty. Standby on-call time shall not count as hours worked. The standby supervisor shall not receive compensation once the employee begins work.

6. When the on-call employee receives a call or page, they will check-in with their on-call supervisor prior to responding and at the completion of the call back. The on-call employee will respond to the call or page as soon as practicable, normally 5 minutes and no later than 30 minutes, and if necessary, report to the site where the call originated from within one hour after notification. The on-call employee will determine the nature of the call and take the necessary steps to resolve the problem. If this call involves a sewage spill, refer to the Wastewater Spill Response and Reporting Procedures.
  - A. The on-call employee receiving the emergency after hour reports of spills or pipeline failures will contact the reporting party and confirm the information, specifically the address, cross street, name and phone number. Advise the reporting party that a response to the situation is in process.
  - B. On-call employees contacted are responsible for the disposition of the situation/problem, this includes all "Now Normal" alarms, which will be acknowledged and cleared by pressing nine (9). If unable to resolve the situation, the on-call employee will again contact the on-call supervisor. The on-call supervisor will advise the on-call employee of the next course of action. The on-call employee is responsible for the ongoing situation until relieved of duty. Southern California Edison (SCE) and/or Verizon interruptions or failures require the on-call employee to contact SCE and/or Verizon directly; the on-call employee must get a work order initiated with SCE and/or Verizon.
  - C. If the on-call employee determines that assistance is required they will contact the on-call supervisor, and if not available, they will call the appropriate person.
  - D. If the on-call employee becomes ill or incapacitated and/or not able to perform on-call or regular duty, they will notify the on-call supervisor immediately of their condition. The on-call supervisor will make the necessary contacts and arrangements to cover the on-call schedule. An employee is not eligible for on-call duties during a day in which the employee has utilized sick time, unless the District Manager approves eligibility.
  - E. The on-call employee is on the District payroll while performing on-call or call-back duty and District Policies, Procedures, and Rules & Regulations are in effect.

## **CALL-OUT/OVERTIME**

Call-out pay is used when an employee in a regular position returns to active duty and the work site at the request of the on-call supervisor after the employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or duty to receive call-out compensation.

Call-out compensation shall be paid in the following manner. Overtime shall be paid at time and a half (1.5) of normal hourly rate. The employee shall be paid for a flat two (2) hours of overtime for the first call-out and a flat one (1) hour of overtime for each additional call-out during a twelve-hour period (noon to midnight and midnight to noon) for each call-out occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for the purposes of overtime.

## **SALARY ADJUSTMENT**

A. For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification of employment position with the District. Base salary rate shall mean the hourly rate of pay established by the District or the hourly rate of pay established pursuant to the step placement within the base salary range.

B. During the term of this Agreement, the District shall adjust the base salary range assigned to the specific classifications in accordance with the schedules attached hereto as Exhibit A and incorporated herein by this reference.

C. During the term of this Agreement, the District shall increase the base salary range assigned to the specific classifications by six percent (6%) on July 1, 2026, by six percent (6%) on July 1, 2027, and by six percent (6%) on July 1, 2028. IBEW shall have the right to reopen limited negotiations on this Paragraph C only in the event of a ten percent (10%) or more increase from the prior year in the calendar year annual twelve-month Consumer Price Index for All Urban Consumers for the Riverside/San Bernardino/Ontario Area ("CPI") occurring on July 1, 2026, or July 1, 2027. Such negotiations shall commence under this Paragraph C within ten (10) days following the District's receipt of written notice from IBEW of its exercise of the limited renegotiation rights set forth herein, which notice shall include sufficient factual information evidencing said CPI increase. The terms and conditions of this MOU will remain in full force and effect during such negotiations.

## **9/80 WORK SCHEDULE**

A 9/80 work schedule may be implemented at a later date during the term of this MOU when and if deemed feasible by the District Manager with approval from the Board. All employees requesting to work a 9/80 schedule will be required to complete and sign a 9/80 work schedule request form. Employees will also be required to complete and sign a 9/80 work schedule agreement form which lists the conditions related to the 9/80 work schedule. The District Manager or designee will either approve or deny their request. Completed copies of the forms will be provided to employees upon their request and will be placed in each employee's personnel file after the employee has signed and completed them. The District Manager or designee shall have the sole authority to determine who shall be on the 9/80 work schedule.

## **STATE DISABILITY INSURANCE (CLERICAL EMPLOYEES ONLY)**

The District agrees to pay the premium for State Disability Insurance for each employee. Such District-paid premium shall not exceed the current cost under applicable law. After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees. This benefit shall apply only to employees in regular clerical positions budgeted for forty-one (41) or more hours per pay period.

## **ASSIGNMENT TO VACANT HIGHER POSITION**

An employee assigned by the District Manager or designee to a higher-level vacant position will be compensated within the vacant higher-level position salary range or receive a minimum of two step increases for the duration of the assignment. In the event that the employee holds multiple job titles, a higher wage can be negotiated between the employee and the District Manager or designee.

Salary adjustments will be made at the beginning of the pay period or immediately following the date of assignment as approved by the District Manager or designee. In order for an employee to be entitled to compensation at the higher salary level, the following requirements must all be met:

A vacant higher-level position must exist. For purposes of this procedure, a vacant position is defined as an unoccupied position due to attrition, new position authorized by the District Manager or designee, or a position from which the incumbent is on an extended authorized leave of absence or a temporary reassignment of 30 calendar days or more.

The employee shall be assigned in writing to the vacant higher-level position by the District Manager or designee.

The employee shall be held responsible to fully perform all of the duties normally associated with the higher-level job classification without limitation as to difficulty or complexity of assignments or consequences of action.

The employee shall be required to meet standards for satisfactory performance normally required at the higher-level job classification.

The employee must meet the minimum requirements for the higher-level job classification or demonstrate reasonable attainment thereof. A Union-represented employee who is temporarily assigned to a non-represented vacant higher-level position will continue paying union dues while serving in the temporary non-represented vacant higher-level position.

Assignments shall terminate not later than official announcement of a permanent appointment to the higher-level position or 12 months from the date of the original assignment, whichever occurs first. Upon termination of the assignment, the employee's salary range and step will be returned to its previous placement prior to the assignment; however, adjustment will be made if the employee had been eligible for step advancement during the term of assignment.

## **TIME AND LABOR REPORTS**

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor Report whenever said report is submitted without the employee's signature. Payroll clerks who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The District reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the District for any delays in warrant processing.

## **TUITION, TRAINING AND MEMBERSHIP DUES**

In conjunction with the IBEW, the District has established policies for professional training and membership dues procedure to encourage all employees to pursue educational opportunities and

involvement in organizations to enhance their contribution as District employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article.

The District agrees to establish a fund in the maximum amount of \$7,500 for each fiscal year for use by Unit employees in regular positions budgeted for more than forty (40) hours per pay period. The fund is available at the District Manager's discretion to reimburse employees for tuition costs incurred for job-related education or career development, to reimburse staff for membership dues in the California Water Environmental Association certification program, to pay for registration costs incurred for job related education, and to pay for job related certification including certification above and beyond those required for their job title, and licensure fees, provided such expenditures enhance District-related continuing education goals. Each employee shall be limited to one-thousand dollars (\$1,000) per fiscal year.

Requests for such reimbursement must be approved in advance by the District Manager in the exercise of his or her discretion and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee-initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the District Manager.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an employee completing approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

## **UNIFORMS**

Prior to the establishment of a new uniform requirement, employees will be given full opportunity to discuss the form, nature, style, and quality of such uniform requirement. If the District establishes a new uniform requirement for employees who are not currently required to wear uniforms, the District shall provide such uniforms.

Employees required to wear safety boots will receive a \$350.00 voucher per fiscal year, subject to approval of the District Manager, and cloth overalls. The District further agrees to replace boots worn-out in the course of employment as determined by the District Manager. Fit and quality of boots shall be maintained and equal to that of the boot being replaced not to exceed \$350.00. Boots not being replaced must be turned in and inspected prior to a replacement pair being authorized. The employee will be required to turn in the worn-out boots and the District will choose the replacement boots.

Employees required to work during inclement weather will receive a \$150.00 winter weather gear allowance during the term of this MOU to be used only for winter gear worn at work. An approved clothing list which specifies allowable items that can be purchased for reimbursement may be obtained from the Human Resources department. Reimbursement will only be permitted upon presentation to the Human Resources department of valid original receipts for approved items purchased. No more than two of each item may be purchased from the list. Reimbursement for items not identified on the list may be allowed, but only after prior written approval from the District Manager. If reasonably possible, all items purchased for reimbursement will be embroidered with the District logo at no cost to the employee before being worn for work.

The District provides winter jackets and gloves as normal safety equipment and provides laundering of the jackets.

Employees on a long-term leave of absence (6 pay periods or greater) will have their allowance held in abeyance until they return to work. If the employee returns to work in the next fiscal year or if he/she does not return to work at all, any unused uniform allowance shall be forfeited.

## **UPGRADINGS**

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the District Rules, such employee's step placement in the new salary range shall be governed by the Article on "Promotions."

## **USE OF BULLETIN BOARDS**

The District will furnish a reasonable portion of existing bulletin board space for notices of the Unit. Only areas designated by the District Manager may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- A. Scheduled IBEW meetings, agenda, and minutes.
- B. Information on the IBEW elections and the results.
- C. Information regarding the IBEW social, recreational, and related news bulletins.
- D. Reports of official business of the IBEW, including reports of committees or the representatives.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the District or its relations with District employees. All notices to be posted must be dated and signed by an authorized representative of the IBEW, with a copy to be submitted delivered or faxed to the District Manager, prior to posting or distribution through the District's mail room.

District equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by District employees during their regular work time. The IBEW may utilize the District's interdepartmental mail system provided the IBEW picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the District, and the IBEW holds the District harmless against any loss or delays in delivery.

## **USE OF DISTRICT RESOURCES**

The IBEW will be granted permission to use District facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings

can be made available without interfering with District needs. Permission to use District facilities must be obtained by the IBEW from the District Manager. The IBEW shall be held fully responsible for any damages to and the security of any District facilities that are used by the IBEW. No District vehicles, equipment, time, or supplies may be used in connection with any activity of the IBEW, except as may be otherwise provided in this Agreement.

### **VOLUNTARY TIME OFF**

Voluntary Time-off (VTO) Program is intended to provide employees in a time of fiscal difficulties a means of taking unpaid time off work without losing benefits, which depend on the employee being in a paid status. The following conditions apply:

- A. VTO may be taken in the same increments as vacation time except that the increment is one hour and is limited to eighty (80) hours per fiscal year.
- B. When VTO is taken, leave accruals continue as if the employee was on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.
- C. VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.
- D. VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- E. VTO is an entirely voluntary program. No employee may be required to take VTO.
- F. VTO may be taken by request of the employee and upon approval of the District Manager.

### **WORK DISRUPTION**

The parties agree that no work disruptions shall be caused or sanctioned by the IBEW during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the District, or any curtailment of work, disruption, or interference with the operations of the District. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the District is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this Agreement, unless such work disruptions occur.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU in duplicate as of the date and year first above written.

CRESTLINE SANITATION DISTRICT

By \_\_\_\_\_  
Matthew Philippe  
Chairman, Board of Directors

IBEW LOCAL 1436 – CRESTLINE UNIT

By \_\_\_\_\_  
Jacob Montoya  
President

APPROVED AS TO FORM:  
BRUNICK, MC ELHANEY, & KENNEDY

By \_\_\_\_\_  
Steven M. Kennedy  
Attorney at Law