

WALNUT VALLEY WATER DISTRICT
271 South Brea Canyon Road
Walnut, California 91789

SPECIAL BOARD MEETING
THURSDAY, NOVEMBER 19, 2020 – 4:00 P.M.
AGENDA

Pursuant to the provisions of Executive Order N-25-20 Issued by Governor Gavin Newsom on March 12, 2020, any Board member and any member of the public who desires to participate in the open session items of this meeting may do so by accessing the Webex link below without otherwise complying with the Brown Act's teleconference requirements:

<https://walnutvalley.webex.com/join/bmeeting>

(Computer and Telephone Audio Accessible)

Any member of the public wishing to make any comments to the Board may do so by accessing the above-referenced link where they may select the option to join via webcam or teleconference. The meeting Chair will acknowledge such individual(s) at the appropriate time in the meeting prior to making his or her comment. Members of the public will be disconnected from the meeting prior to a Closed Session being held.

NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the General Manager's office at least 4 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item.

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review during regular business hours at the District office, located at 271 S. Brea Canyon Road, Walnut, California.

1. Flag Salute
2. Roll Call: Mr. Hilden____ Ms. Kwong____ Ms. Lee____ Mr. Sinclair ____ Mr. Tang ____
3. Public Comment President Lee
The Presiding Officer may impose reasonable limitations on public comments to assure an orderly and timely meeting.
 - A. **Agenda Items** - Any person desiring to address the Board of Directors on any Agenda item may do so at the time the item is considered on the Agenda by requesting the privilege of doing so at this time and stating the Agenda item to be addressed. At the time the item is discussed, those requesting to speak will be called to do so.
 - B. **Non-Agenda Items** - At this time the public shall have an opportunity to comment on any non-agenda item relevant to the jurisdiction of the District. Reasonable time limits on each topic and on each speaker are imposed in accordance with Board policy.
4. Review Proposed Revisions to the Terms and Conditions of Employment Effective 2021-2023, for the following employee groups:
 - A. General Employees Unit
 - B. Mid-Management
 - C. Executive Staff
 - i. Discussion
 - ii. Board Action
5. Recognition of Board of Director Alfred Sinclair, Division IV
6. Other

Adjournment

WALNUT VALLEY WATER DISTRICT



TERMS AND CONDITIONS OF EMPLOYMENT

Effective July 1, 2020 through June 30, 2023

GENERAL EMPLOYEES UNIT

GENERAL EMPLOYEES UNIT TERMS AND CONDITIONS OF EMPLOYMENT
Proposed Changes for July 1, 2020 – June 30, 2023

Section No.	Proposed Revisions (if applicable)
Article 1 – Purpose	No Change
Article 2 – Term	Attorney recommended language changes
Article 3 – Employee Rights	Minor language clarification
Article 4 – Employee Representatives Release Time	No Change
Article 5 – Use of District Facilities	No Change
Article 6 – Use of Bulletin Boards	Minor language clarification
Article 7 – Time Off to Meet and Confer	No Change
Article 8 – Pay Period	Language cleanup and clarification of pay period end time
Article 9 – Work Week	Provides clarifying language regarding workweek
Article 10 – Overtime Provisions	Increase of maximum annual compensatory time maximum from 50 hours to 60 hours and other attorney recommended language changes.
Article 11 – Call Back Compensation	Minor language clarification
Article 12 – Probationary Period	Minor language clarification
Article 13 – Performance <u>and Development Plans</u> Evaluations /Step Adjustments	Minor language clarification
Article 14 – Management Rights	No Change
Article 15 – Promotions, Demotions, and Transfers	Attorney recommended language change
Article 16 – Holidays	Language cleanup and other attorney recommended language changes
Article 17 – Vacation	Language cleanup and other attorney recommended language changes
Article 18 – Sick Leave Provisions	Attorney recommended language clarification for “Child” Language addition of expanded sick leave provision for victims of domestic violence, sexual assault or stalking. Language cleanup and other attorney recommended language changes
Article 19 – Personal Leave Provisions	No Change
Article 20 – Family Care and Medical Leave	Clarification of employee’s health benefits during FMLA/CFRA leave.
Article 21 – Leave of Absence	Minor language cleanup
Article 22 – Bereavement Leave	Attorney recommended language clarification

GENERAL EMPLOYEES UNIT TERMS AND CONDITIONS OF EMPLOYMENT
Proposed Changes for July 1, 2020 – June 30, 2023

Section No.	Proposed Revisions (if applicable)
Article 23 – Judicial Leave	No Change
Article 24 – Military Leave	No Change
Article 25 – School Activity Leave	Addition of expanded School Activity Leave provisions.
Article 26 - Unexcused Absence	No Change
Article 27 – Insurance	Clarification of the District’s payment of least cost health plan, excluding the high deductible medical plan. Language cleanup and other attorney recommended language changes.
Article 28 – Pension Plan	Language cleanup and clarification of the employee’s CalPERS enrollment date. Language specifying 1% increase to employee contribution cost to PERS employer cost, not to exceed 50% of total normal cost.
Article 29 – Deferred Compensation	No Change
Article 30 – Education and Tuition Refund Plan	Addition of language which specifies that tuition reimbursement is not be used to fulfill the minimum educational requirements of the employee's position. Increase of tuition reimbursement from \$6,700 to \$8,500. Inclusion of March deadline for the upcoming fiscal year on the estimated tuition reimbursement cost to the District. Inclusion of tuition coverage agreement if employee is unable to pay the tuition fees at the time of registration due to financial hardship.
Article 31 – Industrial Injury	Attorney recommended language changes
Article 32 – Mileage Reimbursement	Attorney recommended language changes
Article 33 – Termination of Service	No Change
Article 34 – Grounds for Disciplinary Action	Language cleanup and other attorney recommended language changes. Language clarification of examples of prohibited conduct.
Article 35 – Procedures for Taking Disciplinary Action	Language cleanup and other attorney recommended language changes.
Article 36 – Employee Grievance Procedure	Minor language cleanup

GENERAL EMPLOYEES UNIT TERMS AND CONDITIONS OF EMPLOYMENT
Proposed Changes for July 1, 2020 – June 30, 2023

Section No.	Proposed Revisions (if applicable)
Article 37 – Uniforms and Dress Code	Minor language cleanup
Article 38 – Standby Pay	Minor language cleanup
Article 39 – Use of District Vehicles	Attorney recommended language clarification
Article 40 – District Rights	No Change
Article 41 – Rules, Policies, Practices, and Prevailing Benefits	No Change
Article 42 – Exclusion of Temporary, Part-Time or Seasonal Employees	Minor language cleanup
Article 43 - Emergency Meal Provision	No Change
Article 44 – Weekend System Surveillance	No Change
Article 44 ⁵ – Certification Pay	No Change
Article 45 ⁶ – Wages	Proposes cost of living allowances of 2.5% per year for the three-year contract period. Removes language regarding the 1% COLA reduction for post-employment retirement benefits. Minor language cleanup
Article 46 ⁷ – Severability	No Change
Exhibit A – Position Classification	Changes to GEU position classifications to be consistent with Organizational Chart
Exhibit B – Parity Adjustment Schedule	No parity adjustments for three-year agreement period
Exhibit C – Retiree Medical Insurance Benefits Vesting Schedule	Addendum to Exhibit C includes one example rather than two examples. Minor language cleanup.
Exhibit D – Benefit Guideline for Part-Time Active and Retired Employees of the General Employees Unit (GEU)	Minor language cleanup.

ARTICLE 1 – Purpose

These terms and conditions of employment ("Terms and Conditions") set forth the terms and conditions of employment for the general employees of the Walnut Valley Water District ("District"). These Terms and Conditions apply to the job classifications shown in Exhibit A attached hereto.

ARTICLE 2 – Term

Except as to those Articles and provisions ~~which-that~~ expressly provide otherwise, these Terms and Conditions shall become effective upon approval by the District's Board of Directors and remain in effect through June 30, ~~2020~~2023.

All articles, policies, procedures, and any revisions to these Terms and Conditions shall be subject to prior review by the District's legal counsel and approval by the Board of Directors.

ARTICLE 3 – Employee Rights

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations. No ~~representative of person~~Walnut Valley Water District or the GEU shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his/~~or~~her exercise of any of these rights.

ARTICLE 4 – Employee Representative(s) Release Time

The District will grant to GEU representatives' reasonable access to District work locations and offices for the purpose of processing grievances or communicating with members of the GEU concerning the terms and conditions of employment.

GEU representatives are required to obtain the appropriate release time authorization from their Supervisor and/or Department Head, who shall in turn notify the District Employee Relations Officer prior to any GEU representative contacting employees on their work time. Such access shall be restricted so as not to interfere with the normal conduct of District business or services or with safety or security standards.

ARTICLE 5 – Use of District Facilities

Subject to the approval of the District Employee Relations Officer, GEU representatives may use available District facilities during non-work hours for meetings, provided such meetings are not used for organization activities or membership drives. Requests to use District facilities shall be in writing and shall state the purpose of the meeting as set forth in Resolution 1-98-320, a copy of which is available at the District office.

ARTICLE 6 – Use of Bulletin Boards

The GEU may use portions of District bulletin boards under the following conditions:

1. Materials to be posted must be approved in advance by the Department or Division Head in charge of the departmental bulletin board. Prior to denying the posting of any GEU materials,

the Department or Division Head shall first discuss the reason for denial with the General Manager.

2. All posted GEU materials shall be dated and must identify the organization that published them.
3. The actual posting of materials will be done by the District as soon as possible after approval. Unless special arrangements have been made, GEU materials will be removed thirty-one (31) days after posting.

ARTICLE 7 – Time Off for Labor Relations

The GEU may select two (2) members who are current employees of the District to attend meetings with the Employee Relations Officer or other management officials on subjects related to terms and conditions of employment during work hours without loss of compensation or other benefits. For grievance purposes, or when the subject of the meeting affects primarily one (1) department or class of employees, a single employee representative will be provided with time off.

ARTICLE 8 – Pay Period

Authorized District employees participating in an alternative work schedule are paid every other Friday for the two (2) weeks ending at ~~eleven o'clock (10:59:11:00) a.m.~~ the Friday before payday pursuant to the provisions of the 9/80 work schedule policy. All other District employees are paid every other Friday for the two (2) weeks ending at ~~midnight (11:59 pm 12:00 am)~~ the Friday before payday. The District will make every reasonable effort to have paychecks ready by noon on payday.

ARTICLE 9 – Workweek

The workweek for nonexempt employees is a fixed and regularly recurring period of seven consecutive 24-hour periods. For those employees participating in a 9/80 work schedule, an employee's workweek will begin at 11:00 a.m. Friday and end at 10:59 am on the following Friday as outlined in the 9/80 work schedule policy. All other District employees' workweek begins Saturday at 12:00 am and ends at 11:59 pm the following Friday. All other District employees' workweek begins Saturday at 12:00 am and ends at 11:59 pm the following Friday. The General Manager/Designee may designate a different workweek so long as the new workweek is intended to be permanent in nature for certain nonexempt employees based on the departmental/divisional needs as determined by the General Manager/Designee. Alternative work schedules may vary between departments and divisions and amongst employees within departments and divisions. Any employee's work schedule may be revised at the sole discretion of the General Manager/Designee based upon the employee's work assignments as well as the operational and service needs of the District. Work schedules may require work on weekends and holidays. If needed, employees shall be available for work beyond their scheduled assigned day or assigned week upon advance notice from the District. The District will not reduce an employee's work hours for the sole purpose of avoiding payment of overtime.

ARTICLE 10 – Overtime Provisions

Overtime work is all hours of work performed by a nonexempt employee ~~at times other than those normally required for employment and~~ in excess of the number of hours established as full-time service for the classification in the employee's designated workweek. Overtime must be approved prior to the work being performed. Performance of overtime work may be authorized by the General Manager or by the Department Head, or their designated subordinate. All overtime worked shall be reported as actual hours worked. The District compensates for overtime worked in fifteen (15) minute increments.

No overtime credit shall be given or allowed for any overtime worked of less than one-half (1/2) of each fifteen-minute (15) minute increment.

At no time shall vacation, sick or personal leave hours be counted as hours worked for determining the amount of overtime. Under special circumstances, and at the sole discretion of the District, inclusion of such leave hours taken may be used to determine hours worked for the purpose of calculating overtime earnings. Overtime hours worked will be paid at one-and-one-half (1 ½) times the employee's regular rate of pay.

~~Nonexempt~~ Employees may also select the option of accruing compensatory time off at one-and-one half (1½) times the actual hours worked in accordance with FLSA regulations. Such compensatory time accrued cannot exceed a maximum of ~~fifty-sixty~~ (5060) hours per year and will be paid out to the employee during the last reportable pay period of the calendar year if not used by the end of the year when the compensatory time was earned.

An employee wishing to use his/her accumulated compensatory time must provide reasonable notice to his/her supervisor. The request may be denied if the request is deemed unduly disruptive to the District's operations. Generally, reasonable notice is at least one calendar week. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

ARTICLE 11 – Call Back Compensation

District employees called back to work after completing their scheduled regular workday shall be entitled to call back compensation, with the following exceptions:

1. Employees called in to work within one (1) hour of the beginning of their scheduled work;
2. Employees completing consumer service turn-ons or turn-offs, which result in an extension of their work schedules.

Employees entitled to call-back compensation will be paid at one-and-one-half (1 ½) times their hourly rate of pay for all call back time worked, except that the minimum call back shall be two (2) hours for each call back occurrence. If a call back results in an employee working in excess of forty (40) hours in his/her designated workweek, the employee shall be paid at the rate of one-and-one-half (1½) times his/her regular rate of pay for the excess overtime hours worked.

On-call employees required to electronically access the District's SCADA system and/or respond to a District Service call during non-regular working hours will be compensated for all hours worked, with a minimum of thirty (30) minutes of hourly rate of regular pay. If called out to respond, the employee will be entitled to the call-back compensation mentioned in the preceding paragraph.

ARTICLE 12 – Probationary Period

All new hires shall be considered probationary employees as herein provided. The probationary period is an essential part of the selection process and shall be utilized for closely observing the employee's work to determine the employee's fitness for the position. The probationary period shall be for six (6) months of actual and continuous service. If the General Manager/Designee determines that the probationary period should be extended, the probationary employee shall be given notice in writing prior to the expiration of the original probationary period. Upon successful completion of the probationary period, the employee shall be transferred to regular status.

Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave.

During the initial or extended probationary period, an employee may be rejected and released from his/her employment at any time without cause and without the right to appeal.

ARTICLE 13 – Performance ~~and Development Plans~~Evaluations/Step Adjustments

Performance and Development Plans~~Evaluations~~

Employee performance and development plans ~~evaluations~~ will be conducted annually based on the employee's date of hire.

Performance Step Adjustments

District positions have established salary ranges with multiple steps. Advancement from one step to another within the salary range is dependent upon satisfactory job performance and completion of the required qualifying time and upon recommendation of the General Manager/Designee.

District employees may advance within an assigned salary range following successful completion of the probationary period. Thereafter, on his/her anniversary date (date of hire) an employee with satisfactory job performance during the previous twelve (12) months may be granted a merit increase (as determined by the Department Head, subject to review and approval of the General Manager/Designee) until the maximum rate within that position's approved salary range is reached.

If, however, an employee has been subject to disciplinary action (e.g., written reprimand, pay reduction, suspension, or demotion) within the previous twelve (12) months, the step increase will be withheld unless otherwise recommended in writing by the Department Head, subject to the review and approval of the General Manager/Designee.

Any employee not receiving a performance step adjustment due to disciplinary action or lack of satisfactory performance may be re-evaluated within six (6) months. Any performance step adjustment awarded following re-evaluation ~~may~~ will be limited to a maximum of one-half (1/2) step.

ARTICLE 14 – Management Rights

The parties to these Terms and Conditions recognize the existence of various sections of the Water Code of the State of California, which vest in the District's Board of Directors and its General Manager the power to exercise traditional managerial prerogatives, including, but not limited to: ~~the~~ hiring, firing, layoff, demotion, discipline, discharge, assignment, and transfer of employees. In addition:

1. The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the District's activities are conducted, managed, and administered, and the GEU recognizes the exclusive right of the District to establish and maintain departmental rules and procedures for the administration of its departments.
2. The District has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District.
3. Every incidental duty connected with operations enumerated in a job description is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
4. The District reserves the right to discipline or discharge employees. The District reserves the right to lay off personnel of the District at any time.

5. The District shall determine assignments, and establish methods and processes by which assignments are performed.
6. The District shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner most advantageous to the District.
7. The District shall have the exclusive authority to effect reorganizations and reallocation of work of the District.
8. The District has the exclusive right to contract for matters relating to operations, including the contracting out of existing work.
9. The District has the exclusive right to exercise management rights.

ARTICLE 15 – Promotions, Demotions, and Transfers

Employees of the District who have completed their probationary period and who have attained regular status will be given consideration for promotional and transfer opportunities within the District provided they meet all qualifications of the position for which they have applied. Promotional decisions are discretionary with the District and will require that the promoted employee serve a new probationary period based on the requirements of the position, unless otherwise stipulated by the Department Head and/or the General Manager. Any promotional appointee who does not successfully complete the probationary period shall be placed in his/her former position, if the position is vacant at the time. If the employee's former position is not vacant, the employee shall be placed on a re-hire list for that position for a period of six (6) months.

ARTICLE 16 – Holidays

The following are approved paid holidays for employees of the District:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve*	December 24 - when it falls on Monday, Tuesday, Wednesday, or Thursday
Christmas Day	December 25
Floating Holidays	Three Floating Holidays

~~Effective January 1, 2018, and each year thereafter,~~ District employees ~~will~~ receive three (3) floating holidays. These floating holidays can be used, upon prior approval of the employee's ~~S~~supervisor/~~D~~epartment ~~H~~ead, any time during the calendar year.

For employees working an alternative work schedule, if the "flex day" (*i.e.*, an employee's scheduled day off under that schedule) falls on an approved District holiday, the holiday will be placed in the employee's holiday leave bank, ~~which and~~ can be used for other leave ~~options-reasons~~, such as sick, vacation, or personal. An employee's holiday leave bank cannot exceed a maximum accrual of eighteen (18) hours.

Holiday bank and unused floating holiday hours accrued in excess of eighteen (18) ~~0~~ hours will be paid out to the employee during the last reportable pay period of the calendar year.

When a District holiday falls on a Saturday, the previous workday will be observed as the holiday. When a District holiday falls on a Sunday, the following workday will be observed as the holiday.

Employees required to work on a District holiday will be paid at one-and-one-half (1½) times their base hourly rate for each hour worked in addition to regular holiday pay. Employees assigned to work on Thanksgiving Day or Christmas Day shall receive two (2) times their base hourly rate for each hour worked in lieu of the one-and-one-half (1½) times detailed above. If working a holiday results in an employee working in excess of forty (40) hours in his/~~or~~ her designated workweek, the employee shall be paid for all excess overtime hours worked at a rate of one-and-~~one~~-half (1½) times his/her regular rate of pay.

ARTICLE 17 – Vacation

New-hire probationary employees will accrue vacation at the rates set forth below, but are not eligible to utilize take any accrued vacation hours until completion of the probationary period.

Chart of Vacation Credit

FOR EMPLOYEES HIRED ON OR BEFORE AUGUST 1, 2017

Beginning of employment to fifth annual anniversary	6.64 hours vacation per month
61 months to fourteenth annual anniversary	10.00 hours vacation per month
169 months to twenty-fifth annual anniversary	13.28 hours vacation per month
301 months and more	16.64 hours vacation per month

FOR EMPLOYEES HIRED AFTER AUGUST 1, 2017

Beginning of employment to fifth annual anniversary	6.64 hours vacation per month
61 months to fourteenth annual anniversary	10.00 hours vacation per month
169 months and more	13.28 hours vacation per month

- (A) In an emergency, or under special circumstances, the General Manager/Designee may allow an employee to use up to forty (40) hours of vacation prior to completing his/~~or~~ her first full year of employment.
- (B) Length of service with the District, the needs of the department, and the wishes of the employee will be considered in the scheduling of vacation time. Initial approval and changes to an employee's vacation schedule must be approved by the employee's Department Head or the General Manager/Designee.
- (C) Requests for vacation must be submitted thirty (30) days in advance of the proposed vacation date unless otherwise approved by the employee's Department Head or the General Manager/Designee.

(D) Each employee's maximum vacation accrual shall be limited to 250 hours. ~~the following:~~

~~(1) Starting December 2018 — maximum accrual shall be 400 hours.~~

~~(2)(1) Starting December 2019 and thereafter — the maximum accrual shall be 250 hours.~~

-During the last pay period of the calendar year, the hours in excess of the maximum accrual will be placed in the employee's 401-A deferred compensation account at the employee's then hourly rate of pay.

If an employee does not want those funds to be placed in a 401-A Account, the employee must either use the hours in excess of the maximum accrual or, prior to the **end of** the previous calendar year, follow the stipulated procedures of the Vacation Pay In Lieu Program.

(E) Employees submitting a Vacation Pay in Lieu Request must comply with the provisions of the approval process and shall maintain a minimum balance of forty (40) hours of accrued vacation before such request may be considered.

(F) At termination of employment, including retirement, voluntary resignation or death of the employee, any earned and unused vacation credit will be paid in a lump sum to the employee or deposited into the employee's deferred compensation account **or** 401-A account in accordance with the employee's pre-authorized final pay election at his/~~or~~ her then hourly rate of pay and combined with the final pay check, but in no event shall such paid earned and unused vacation credit exceed that allowed under these Terms and Conditions. The Accounting Department shall keep a detailed record of such earned vacation credit.

ARTICLE 18 – Sick Leave Provisions

A. Application of California's Paid Sick Leave Law

In accordance with California's Paid Sick Leave Law, all employees may use the first three (3) days or twenty-four (24) hours of accrued paid sick leave in a twelve (12)-month period for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Child of any age or dependency status (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.);
 - Spouse or Registered Domestic Partner;
 - Parent or Parent-in-Law (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.);
 - Grandparent;
 - Grandchild;
 - Sibling.
- For an employee who is To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking to i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child, or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services:

B. Temporary Employees and Part-Time Employees Who Work Less Than 20 Hours Per Week

Pursuant to California's Paid Sick Leave Law, temporary and part-time employees who have been employed for at least thirty (30) days, other than retired annuitants, are entitled to begin accruing paid sick leave on the first date of employment and can begin using paid sick leave on the 90th day of employment under the following conditions.

- An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked.
- An employee is ~~only~~ allowed to use up to a maximum of three (3) days or twenty-four (24) hours of paid sick leave in a twelve (12)-month period.
- An employee can only accrue paid sick leave up to a cap of six (6) work days or forty-eight (48) hours, whichever is greater, ongoing. Any unused accrued paid sick leave does carryover year to year while continuously employed.
- An employee shall provide reasonable advance notification of ~~his/her their~~ need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to ~~his/her their~~ supervisor as soon as is practicable.
- An employee who uses paid sick leave must do so with a minimum increment of two (2) hours of sick leave.
- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.
- If an employee separates from District employment and is re-hired by the District within one (1) year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if the rehired employee had not yet worked the requisite ninety (90) days of employment to use paid sick leave at the time of separation, the employee must still satisfy the ninety (90) days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.

C. Full-Time Employees and Part-Time Employees Who Work 20 or More Hours Per Week

Sick leave with pay shall be granted by the District at the rate of eight (8) hours for each full calendar month of service for all full-time employees or for part-time employees working twenty (20) or more hours per week as otherwise designated in Exhibit D of these Terms and Conditions of Employment. Retired annuitants are not eligible for sick leave. ~~Sick leave is not a privilege or right which employees may use at their discretion.~~

Each calendar year, up to one-half of an employee's annual accrued paid sick leave can be used for any reason as noted in Section A of this policy in accordance with California's Paid Sick Leave Law and Labor Code section 233. Any additional paid sick leave provided by the District in that calendar year can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

In order to receive compensation for work time lost due to sickness, the employee shall notify his/her immediate supervisor prior to the time set for commencement of his/~~or~~-her work shift, or as may be specified by the Department Head. Failure to do so without good reason ~~shall~~may result in that day of absence treated as leave of absence without pay. After an employee has used one-half of their annual

accrued paid sick leave in a calendar year, for any absence of three (3) days or less, a physician's certificate may be required. For absences of more than three (3) days, and prior to returning to work, the employee shall file with the Personnel Office a verification from a licensed health care provider, or other evidence satisfactory to the District, confirming the need for the time off and releasing the employee to return to work without restriction.

On or about December 1st of each year, the sick hours accrued, but not used, during the preceding year will be transferred to an accumulated or qualification account. After an employee has accumulated two hundred forty (240) hours of sick leave in this account, the employee will be eligible to receive a for-cash-in-lieu-payout of unused sick leave. The maximum amount of sick leave an employee may accrue is four hundred (400) hours and payment for such accrued and unused sick leave will be as follows:

- (1) Employees who have accrued more than two hundred forty (240) hours, but fewer than four hundred (400) hours of sick leave:

During the month of December, employees who have fewer than four hundred (400) hours of accrued sick leave as of December 1, will receive a cash payment at the employee's then hourly rate of pay for three-quarters (3/4) of any current accrued sick leave accumulated in their account, which exceeds the two hundred forty (240) hour qualification level.

- (2) Employees who have accrued more than four hundred (400) hours of sick leave:

In December of each year, if it is determined by the Finance Department that an employee will still have an excess of four hundred (400) hours of accrued sick leave following the sick leave buyout, the employee will then receive a cash payment of 100% of the employee's current accrued and unused sick leave accumulated in excess of four hundred (400) hours at the employee's then hourly rate of pay.

- (3) Employees who have accrued over four hundred (400) hours as of October 31, 2011:

Those employees who, as of October 31, 2011, have an accrued sick leave balance in excess of four hundred (400) hours are exempted from this provision at this time and the accrued sick leave they have accumulated will remain in their accounts. However, in December of each year, those employees will receive a cash payment at the employee's then hourly rate of pay for all sick leave that the employee has accrued that calendar year as long as they have an excess of four hundred (400) hours of accumulated sick leave.

In subsections (1-3) above, the employee also has the option of placing such funds in his/her deferred compensation account or 401-A plan account, pursuant to state and federal deferred compensation limits and regulations.

The remaining one-quarter (1/4) of the current sick leave over the two hundred forty (240) hour but less than the four hundred (400) hour qualification level will then be placed in the long-term sick leave account and will not be considered in any future annual sick leave cash -in-lieu-paymentpayout under the preceding paragraph.

In using sick leave, accrued sick hours will be exhausted by all employees in the following order: Current sick leave over the qualification level, qualification sick leave, and then long-term sick leave.

Upon termination of employment for any reason other than retirement, employees shall be paid for one-quarter (1/4) of all accumulated sick leave, *i.e.*, current, qualification, and long-term, at their hourly rate of pay at the time of separation. Upon retirement, the employee will receive cash payment for all accumulated sick leave at the then current rate of pay or may elect to receive CalPERS service credit for all unused sick leave in lieu of pay consistent with applicable retirement laws. The employee may also defer payment up to the maximum amount allowable by law into the employee's deferred

compensation account or 401-A plan in accordance with the employee's pre-authorized final pay election. Upon the death of an employee, sick leave shall be paid in full to the employee's beneficiary ~~with the option to take such payment in the form of an annuity.~~

Except as provided otherwise in this section, employees do not receive compensation for any unused, accrued paid sick leave at the time of separation of employment, except that up to twenty-four (24) hours of accrued sick leave shall be payable at separation of employment as consideration for the personal leave provided in Article 19, below. However, if an employee is re-hired with the District within twelve (12) months of the previous separation of employment, the District will reinstate up to six (6) days or forty-eight (48) hours of previously accrued but unused paid sick leave at the time of re-hire to the extent such amount was not otherwise cashed out as provided in this section.

ARTICLE 19 – Personal Leave Provisions

Up to twenty-four (24) hours of accrued annual sick leave may be used for personal leave in increments of less than eight (8) hours with the prior approval of the employee's Department Head. Personal leave requests for duration of eight (8) hours or more may be granted upon approval of the Department Head and the General Manager/Designee. Additional personal leave in excess of the twenty-four (24) hour maximum is subject to the approval of the General Manager/Designee.

ARTICLE 20 – Family Care and Medical Leave

Pursuant to the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and subject to the District's Family Care and Medical Leave Policy, the District will provide family and medical leave for eligible employees in accordance with Sstate and Ffederal law. During the FMLA/CFRA leave, continuation of the employee's health benefits will be provided pursuant to state and federal laws

To obtain approval for such leave, employees shall comply with the provisions of the District's Family Care and Medical Leave Policy and complete the necessary authorization forms.

ARTICLE 21 – Leave of Absence

Consistent with state and federally mandated leave laws, the General Manager may grant within his/her sole discretion, a temporary leave of absence (with or without pay) or modified duty to any employee who, immediately preceding the effective date of such leave, shall have completed at least one (1) year of continuous service. A Rrequest for a leave of absence shall state specifically the reason for the request, the date when the employee desires to begin the leave and the probable date of return. Requests for leave not subject to state and federal leave requirements require approval by the General Manager/Designee.

Approval of the leave of absence shall be in writing and a copy filed with the Personnel Office. During the leave of absence period, continuation of the employee's health benefits will be provided pursuant to Sstate and Ffederal laws and subject to the leave provisions as stipulated in these Terms and Conditions. During the leave of absence, the employee will not be entitled to accrue sick, vacation and holiday leave. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to work, the employee may be reinstated to the position held at the time the leave was granted provided that position has not been eliminated by work force reduction or District reorganization, or to a comparable position if one is available for which the employee is qualified, as determined by the General Manager/Designee.

ARTICLE 22 – Bereavement Leave

In the event of the death of a member of an employee's immediate family, and upon written request, the affected District employee may be granted up to a maximum of three (3) working days paid leave per incident, for a maximum of two (2) incidents per any period of twelve (12) consecutive months.

Immediate family shall be: ~~mother~~ (step-mother), mother-in-law; father (step-father), father-in-law; husband; wife; son (step-son), son-in-law; daughter (step-daughter), daughter-in-law; aunt, uncle; grandchild of the employee or employee's spouse; brother, brother-in-law; sister, sister-in-law; grandmother, grandfather, grandmother-in-law, grandfather-in-law; registered domestic partner; ex-spouse with shared custody of children; legal guardian, foster parent, or foster child.

In the event an employee must travel out of California due to the death of a member of the employee's immediate family ~~on bereavement leave~~, he/~~or~~ she may be granted up to a maximum of two (2) additional working days with or without pay, subject to approval by the General Manager/Designee. Exceptions to this policy will generally not be granted. ~~However, e~~Employees may use vacation time or personal leave for bereavement with the approval of the General Manager/Designee.

ARTICLE 23 – Judicial Leave

It shall be the general rule to excuse employees from their regular duties with pay when called for jury service in accordance with the District's Judicial Leave Policy.

ARTICLE 24 – Military Leave

Qualifying employees shall be allowed a military leave of absence in accordance with state and federal law.

ARTICLE 25 – School Activity Leave

As provided by Labor Code ~~S~~section 230.8, an employee who is a parent, guardian, stepparent, foster parent, or grandparent, or who stands in loco parentis of one (1) or more children shall be entitled to a maximum leave of forty (40) hours per calendar year, not to exceed eight (8) hours in any calendar month, to find, enroll, or reenroll his/her child or grandchild in a school or with a licensed child care provider, or to participate in activities of the school or licensed day care provider of any of his/~~or~~ her children or grandchildren. An eligible employee may also utilize this leave to address a child care provider or school emergency, if the employee gives notice to his/her Department Head, without the eight (8) hour monthly maximum. The employee shall use existing vacation, personal leave, compensatory time off, or time off without pay to participate in school activities upon giving reasonable advance notice to his/her Department Head. Such advance notice shall be submitted in writing and on the proper form prescribed by the District. Upon request, the employee shall provide documentation from the school or licensed day care facility as proof that he/~~or~~ she participated in school or licensed day care facility activities on a specific date and at a specific time.

ARTICLE 26 – Unexcused Absence

Any period of time an employee is absent from scheduled work without prior Department Head approval is considered an unexcused absence. An unexcused absence creates an undue burden upon the District and will not be tolerated. An employee who is absent without approval for three (3) or more consecutive working days may be subject to discipline, up to and including discharge.

ARTICLE 27 – Insurance

I. Active Employees

A. The District will offer the following health insurance coverages for all full-time employees of the District: Full-time employment for purposes of determining eligibility for District health insurance benefits listed below is defined as a regular District employee working thirty (30) hours or more per week.

1. Major medical plan, which includes provisions for prescription drug coverage
2. Dental plan
3. Vision plan

B. The District will also offer the following other benefit coverages:

1. Employee Assistance Program (District paid benefit)
2. Short Term Disability plan
3. Long Term Disability plan
4. Life Insurance Plan/Accidental Death & Dismemberment (District paid benefit)

C. Employees may elect to have dependent health insurance coverage by contributing the minimum monthly cost established by the District from time to time, provided that the District shall not pay more than the amount specified per month for employee and dependent coverage, in accordance with the following:

~~January 1, 2018 – December 31, 2020 – \$1,800.00 per month or~~ The full payment of the combined least cost medical, dental, and vision plans, excluding the high deductible medical plan.

D. The following medical insurance coverages shall be subject to the medical cap specified in Section C, above:

1. Major medical plan
2. Dental plan
3. Vision care

~~E.~~ Medical Coverage for Registered Domestic Partners – Pursuant to state and federal law, and subject to the provisions and requirements set forth by the District's health plan provider, the District extends certain health insurance benefits to domestic partners of eligible full-time employees who comply with the domestic partnership registration requirements.

~~F.~~ If at any time an employee selects coverage that costs more than the maximum amount allowed under the medical cap in Section C, above, then this excess amount shall be pro-rated and withheld from the employee's bi-weekly payroll check. The District also offers its employees the option of utilizing a Flexible Spending Account (FSA) for payment of health benefit premiums and other health related expenses in compliance with state and federal FSA stipulations and restrictions.

~~G.~~ Should the employee no longer receive a payroll check and/or remain eligible for District paid benefits, then it shall be the obligation of the employee to make any co-payments due in advance of the premium due date as specified by the District. Notification for such benefits shall be made to such employees in accordance with Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requirements. Any co-payment obligation in arrears for a period of thirty (30) days or longer will result in the cancellation of portions of dependent coverage until the total monthly premiums for the employee equal or fall below the medical cap in Section C, above. Cancellation of dependent benefits will be in the following order:

1. Vision plan
2. Dental plan
3. Major medical plan

~~H.~~ District Contribution Upon Disability, Incapacitation, or Death of a Vested Employee

Should an employee vested with PERS who is eligible for retirement from the District, meets the minimum retirement age, and who is eligible for retiree medical coverages in accordance with the District's Retiree Medical Vesting Schedule (Exhibit C), become disabled or incapacitated before retirement, medical coverages for the employee, his/~~or~~ her spouse and/or dependents as shown on District records shall remain in force during the employee's disability or illness for a period not to exceed six (6) months. Upon death of the employee, benefits for the surviving spouse and/or dependents as shown on the District's records shall continue in accordance with the provisions under which the employee would have otherwise been eligible for retiree medical coverages in accordance with the District's Retiree Medical Vesting Schedule (Exhibit C).

II. A. Retiree Medical Insurance Benefits

Retiree medical insurance benefits are subject to the eligibility provisions and vesting schedule listed in Exhibit C of these Terms and Conditions of Employment. As outlined in Exhibit C, these eligibility requirements determine if the retiree, spouse, and/or dependents are eligible for coverage at the time of retirement, and if so, what percentage of coverage will be paid by the District and what percentage must be paid by the retiree if coverage is selected.

As medical premiums increase, retiree co-payments will increase. Retirees required to contribute towards their retiree medical coverage shall be obligated to make such co-payments as stipulated in the provisions set forth in Exhibit C.

Subject to the employee's retiree medical benefit eligibility, the employee will be given the option of selecting among the available health benefit plans at the time of retirement. Due to increasing medical costs, the retirees will also be given the opportunity to change plans during the District's annual open enrollment period.

B. Retiree Life Insurance Benefits

For employees who retire with a pension benefit, the District will provide retiree life insurance in an amount not to exceed \$50,000 up to age 70. From ages 70-74, such life insurance coverage will be subject to a reduction of coverage by 35%, followed by an additional 15% reduction upon the attainment of age 75. However, if the cost of providing this life insurance benefit becomes prohibitive, the District may eliminate the benefit entirely, reduce the amount of coverage, or require a co-payment in order to maintain the benefit. The determination of whether the benefit has become cost-prohibitive and what course of action to follow shall be made by the District in its sole discretion.

C. Upon Death of the Retiree

At the time of a retiree's death, coverage for his/her spouse and/or dependents as shown on District records shall remain in force in accordance with the provisions under which the retiree and his/~~or~~ her spouse and/or dependents initially became eligible for coverage. Subject to the provision of the District's Retiree Medical Vesting Schedule (Exhibit C).

III. Medical Insurance Benefits During Periods of Disability

A. Temporary Disability – Non-Industrial

An employee who becomes temporarily disabled due a non-industrial injury or illness shall be entitled to continuation of medical coverage while on eligible FMLA/CFRA leave. Should the disability period extend beyond the eligible FMLA/CFRA period, the employee will be subject to the Leave of Absence approval provisions in Article 21 of these Terms and Conditions of Employment. If the leave of absence is approved, the length of such eligible medical coverage shall remain in effect equal to one (1) month of coverage for each full year of employment with the District but shall not exceed a combined FMLA/CFRA and non-FMLA period of six (6) months or as allowable pursuant to state and federal laws and coverage stipulations of the District's health care provider. At the expiration of the six (6) month eligible period, the employee may ~~be eligible then elect~~ to continue health coverage pursuant to the provisions of COBRA ~~provided the employee remains on an approved medical leave of absence~~.

While on disability leave, vacation and sick leave accruals will cease until such employee returns to work. Additionally, for disabilities that do not arise from industrial injuries, which will be handled pursuant to Article 31, below, during the period in which the employee is eligible to receive disability benefits from the District's disability insurance carrier, the employee will not be entitled to use existing accrued leave to the extent he/she is already being provided sufficient supplemental benefits by the District to ensure that the employee is not receiving more than 100% of pay. If an employee remains out on FMLA/CFRA leave, however, he ~~/or~~ she is not eligible to receive disability payments until verification has been received by the District that disability benefit payments have terminated. The employee may then be eligible to use existing accrued leave.

B. Permanent Disability

1. Vested Employees

An employee who becomes permanently disabled and is eligible for retirement in accordance with the District's pension plan under which the employee is classified and the District's retiree medical vesting requirements shall be entitled to continuation of medical coverage in accordance with the provisions of each plan.

2. Non-Vested Employees

An employee who becomes permanently disabled by reason of a non-industrial injury or illness and is not eligible for retirement shall only be eligible for medical coverage as set forth in Section III-A, Temporary Disability.

It is understood that medical insurance coverage available to retirees and/or disabled employees may differ from time to time from the plans in effect at the time of disability or retirement due to changes in the various plans covering the District's full-time employees.

ARTICLE 28 – Pension Plan

The District participates in the Federal Social Security System and is a member of the California Public Employees Retirement System ("CalPERS"). Non-temporary full-time and qualifying part-time employees of the District shall be eligible for participation in CalPERS in accordance with their provisions and subject to the stipulations and mandates set forth in the Public Employees Retirement Law ("PERL").

Eligibility of an employee's CalPERS retirement benefit formula is determined generally by hire date and subject to the provisions and restrictions of the PERL and the District's contract with CalPERS. According to CalPERS statutes, in order to be vested in the CalPERS retirement plan as a "Classic Member", an employee must have become enrolled in CalPERS or other public retirement plan with

~~reciprocity before January 1, 2013 must be age 50 and have completed at least five (5) years of continuous full-time employment with the District or another PERS member agency.~~ For employees defined as "New Members" under the Public Employees Pension Reform Act ("PEPRA") of 2013 and related to PERL amendments, in order to be vested in the CalPERS retirement plan, an employee must ~~have become enrolled in CalPERS for the first time on or after January 1, 2013 at least age 52 and have completed a minimum of five (5) years of service with the District or another PERS member agency.~~ To be eligible for a CalPERS retirement with District medical benefits, in addition to the CalPERS vesting requirements, the employee must also meet the District's vesting requirements as stipulated in the District's Retiree Medical Vesting Schedule (Exhibit C).

All District employees, classified as Classic Members under the PERL, will be responsible for full payment of the "employee portion" of the District's CalPERS retirement cost, which shall be based upon the retirement formula held by the individual employee. Effective July 1, 2021, and each year thereafter, employee contributions to CalPERS costs shall increase by one-percent (1%). The employee contributions shall not exceed fifty-percent (50%) of the plans' total normal cost.

CalPERS members classified as New Members under the PERL, shall pay fifty-percent (50%) of the normal retirement cost as currently set forth by the CalPERS actuarial valuation prepared annually by the CalPERS actuary staff and will be responsible for any future increased payments as determined by the same process.

ARTICLE 29 – Deferred Compensation – 457

Employees covered by these Terms and Conditions may participate in the District's deferred compensation plans whereby a portion of their salary is deferred for later use.

ARTICLE 30 – Education and Tuition Refund Plan

Full-time employees are eligible to apply to the General Manager for consideration and prior approval of a course of study, which could qualify for reimbursement under the Tuition Refund Plan.

The courses that may be approved for tuition refund consideration are those which:

1. Will directly improve the employee's ability in his/~~or~~-her present position or increase his/~~or~~-her potential in a foreseeable future position with the District.
2. The course of study must have prior approval by the General Manager/Designee, and be limited to the following levels of instruction:
 - A. Undergraduate or graduate courses at an institution recognized as accredited by the United States Department of Education.
 - B. Technical or business school of post high school level
 - C. The course work is not generally a requirement to fulfill the minimum educational requirements of the employee's position.

The maximum amount that may be refunded upon proper prior approval will be ~~\$6,700.00~~ \$500.00 per calendar year for tuition, registration, required books, parking, and other related educational fees based on the following attainment schedules:

<u>COURSE GRADE</u>	<u>AMOUNT REFUNDABLE (UP TO ALLOWABLE MAXIMUM)</u>
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"C" or better	100% of tuition, fees, and required books
"D" or lower	0% of tuition, fees, and required books
Satisfactory	100% of tuition, fees, and required books
Unsatisfactory	0% of tuition, fees, and required books
Incomplete	0% of tuition, fees, and required books

The employee is to submit the estimated tuition cost in writing to his/her Department Head by March prior to the upcoming fiscal year.

Courses must be taken on an employee's own time.

The employee will not be reimbursed for training the employee has already received.

If an employee is interested in registering for job related professional courses, but is unable to pay the tuition fees at the time of registration due to financial hardship, the employee may submit a written request to the District to pay the employee's fees and, pursuant to written agreement prepared by the District and signed by the employee, pledge his/her accrued leave hours as collateral until the successful completion of the course(s). Participants must have enough ~~accrued leave sick leave and vacation time available~~ at the time the request is made to guarantee payment of the tuition if a satisfactory grade is not received.

If an employee resigns or is terminated for any reason prior to completing a course and/or receiving a grade, there shall be no obligation on the part of the District to reimburse any part of the expense.

Upon successful completion of the course, it shall be the responsibility of the employee to provide a copy of the official grade report and receipts for approved reimbursable expenses to the General Manager/Designee for payment.

ARTICLE 31 – Industrial Injury

The District provides benefits in the event of an injury, illness, or ~~other~~ disability incurred on the job through the ACWA-JPIA Workers' Compensation Insurance Fund. Briefly, these benefits include: ~~M~~medical treatment, temporary disability, permanent disability (compensation based on the rated degree of injury determined to be permanent), vocational rehabilitation, and a death benefit.

ARTICLE 32 – Mileage Reimbursement

Employees with prior authorization to use their personal vehicles in the course of District business granted by the employee's supervisor shall be reimbursed for actual mileage at the IRS-approved rate per mile for all miles driven. ~~Prior authorization shall be granted by the employee's supervisor.~~ Requests for mileage reimbursement shall be submitted in the prescribed format determined by the District. Employees are required to provide Human Resources with a copy of the employee's most current and valid auto insurance coverage ~~prior to being authorized before authorization~~ will be given.

ARTICLE 33 – Termination of Service

An employee planning to resign shall give written notice of resignation as far in advance of the effective date as possible. The employee's final paycheck shall include payment for earned but unused vacation, compensatory time off and, under limited circumstances, sick leave in accordance with Article 17 and 18 of these Rules.

ARTICLE 34 – Grounds for Disciplinary Action

Pursuant to applicable Water Code sections, the General Manager or Designee has been delegated the authority to take disciplinary action, as appropriate. Employees may be subject to disciplinary action including suspension, demotion, reduction in pay, or discharge for reasons including, but not limited to, the following:

- A. Repeated unexcused absences. Unexcused absence for more than three (3) ~~or more~~ consecutive working days will be considered excessive absenteeism.
- B. Other excessive absenteeism.
- C. Repeated tardiness.
- D. Abuse or misuse of District tools, vehicles, equipment or other property.
- E. Failure to keep supervisor aware of whereabouts during normal workday or other working time when availability may be required.
- F. Abuse of sick leave.
- G. Citation for moving violations in a District vehicle.
- H. Use or possession of alcoholic beverages except as expressly authorized by the District for a sanctioned event; or the possession, use of, or being under the influence of alcoholic beverages or illegal drugs and/or controlled substances during work hours, while the employee is on duty or subject to being called to duty; or when on any District property, or when reporting to work.
- I. Use or possession of dangerous weapons or firearms on District property at any time.
- J. Insubordination.
- K. Violation of safety practices.
- L. Incompetence.
- M. Dishonesty and/or theft of District tools, vehicles, equipment or other property.
- N. Discourteous behavior toward consumers or other employees of the District.
- O. Violation of District rules, policies, and requirements, or any other applicable state and federal rules and regulations.
- P. Immoral or unethical conduct.
- Q. Unprofessional conduct.
- R. Failure or refusal to perform the normal and reasonable duties of the position or job assignment.
- S. Conducting himself/herself in a manner, which reflects unfavorably upon the District.
- T. Other failure to maintain good behavior, which is of such a nature that it causes discredit to the District or the person's employment.
- U. Failure to dress or wear District uniforms in compliance with the District's dress code and uniform policy.

- V. For employees assigned to drive District vehicles, a conviction for driving under the influence (DUI).
- W. Failure to use seat belts in the manner prescribed by California Law or the District's insurer (ACWA-JPIA) while operating or riding as a passenger in a District vehicle or personal vehicle used for District business.
- X. Accepting any gifts, loans, gratuities, services, discounts or other type of compensation from any person or business entity if such gift, loan, gratuity, service, discount or other compensation would be likely to or could tend to influence the employee's decisions regarding services the employee provides in connection with his/~~or~~-her employment at the District, or any material decision the employee must make in connection with such employment.
- Y. Disciplinary action up to and including discharge will also be considered for: disruptive, inappropriate, threatening, or unsafe conduct; fighting; insolent or profane language; endangering the safety of others; refusing to abide by safety standards; loafing or sleeping on duty; violations of assigned duties or working hours; conducting personal business during working hours; utilizing District property or equipment for unauthorized purposes; or refusing or failing to report to work when requested during an emergency situation.

The preceding list of grounds for disciplinary action is meant to provide guidelines and examples of prohibited conduct, and is not intended to be exhaustive as it is not possible to describe every possible scenario of prohibited conduct in this Article.

ARTICLE 35 – Procedures for Taking Disciplinary Action

This Article does not apply to probationary employees who may be disciplined or dismissed at will, with or without cause, and without disciplinary procedures.

Section A: Pre-Disciplinary/Skelly Procedures

Disciplinary action shall be taken in compliance with the following procedures:

1. Notice of Intent

Whenever the appropriate authority intends to suspend an employee for five (5) days or more, demote the employee, reduce the employee's ~~in~~-pay, or dismiss the employee, the appropriate authority shall give the employee a written notice of proposed discipline, which sets forth the following:

- a. The disciplinary action intended;
- b. The specific charges upon which the action is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports, and documents upon which the discipline is based;
- e. Notice of the employee's right to respond to the charges to the appropriate authority either orally or in writing;
- f. The date, time, and person before whom the employee may respond, which will be in-no less than five (5) working days from the date of the notice, and notice of the employee's right to have a representative of his/her choice present;
- g. Notice ~~prior to final discipline being imposed~~ that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

2. Response by Employee

The employee shall have the right to respond to the appropriate authority either orally or in writing. The employee shall have a right to be represented at any meeting set by the appropriate authority to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or dismissals, the employee's response will be considered before final action is taken. If no employee response is received, final disciplinary action will be taken pursuant to the provisions of the Notice of Intent.

3. Final Notice

Following receipt of the employee response, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- a. The disciplinary action taken;
- b. The effective date of the disciplinary action taken;
- c. Specific charges upon which the action is based;
- d. A summary of the facts upon which the charges are based;
- e. The written materials, reports, and documents upon which the disciplinary action is based;
- f. The employee's right to appeal and the deadline to appeal (for applicable disciplinary actions).

Section B: Appeal Process

1. Request for Hearing:

Within ten (10) calendar days after receipt of final notice of disciplinary action of five (5) days or more, demotion, reduction in pay, or discharge, a regular employee or the employee's representative may file an appeal in writing to the Employee Relations Officer. If, within the ten (10) calendar day appeal period the employee does not file said appeal, the action of the District shall be considered conclusive. The appeal shall include the following:

- a. An admission or denial of each charge with an explanation of why the charge is admitted or denied;
- b. A statement of any affirmative defenses;
- c. A statement that the employee disagrees with the penalty with an explanation of the employee's position;
- d. The employee's current mailing address;
- e. A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Selection of an Arbitrator

Upon receipt of the request for ~~a an appeal of~~ discipline appeal hearing, the employee or his/her representative and the Department Head or his/her representative shall be notified by the Employee

Relations Officer. The Employee Relations Officer shall choose the Hearing Officer. The District shall not reuse the same hearing officer for at least two (2) years.

3. Scheduling of Hearing:

The appeal hearing shall be scheduled at a mutually convenient time. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

4. Pre-Hearing Procedure:

a. Subpoenas

The arbitrator is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the arbitrator only for good cause.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the arbitrator a list of all witnesses and a list of all exhibits.

5. Record of Proceedings and Costs:

a. **Court Reporter**

All disciplinary appeal hearings shall be recorded by a court reporter at the District's expense. If either party requests a transcript, the cost of the transcript will be borne by the requestor, or split equally between the parties if they make joint requests for a transcript.

b. **Employee Witness Compensation:**

Employees of the District who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The arbitrator may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify.

c. **Conduct of the Hearing:**

1. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
2. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely 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 objection in civil actions.
3. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
4. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

5. Irrelevant and unduly repetitious evidence may be excluded.
 6. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. The hearing officer shall neither add to, detract from, nor modify the language of the District's Terms and Conditions or policies in considering any issue properly before him/her. The hearing officer shall expressly confine him/herself to the precise issues submitted to him/herself, and shall not have authority to consider any other issue not so submitted. Decisions made by the hearing officer shall not be invalidated by any informality in the proceedings.
 7. During examination of a witness, all other witnesses, except the parties, may be excluded from the hearing upon motion of either party.
- d. **Burden of Proof:** In a disciplinary appeal, the District has the burden of proof for each charge by preponderance of the evidence.
- e. **Written Findings and Recommended Decision:** The arbitrator shall render findings and a recommended decision. The findings and recommended decision shall be rendered as soon after the conclusion of the hearing as possible. A finding must be made on each charge and/or material issue. The decision may recommend the sustaining or rejecting of any or all of the charges filed against the employee. The decision may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.
- f. **Recommendation to the General Manager:**
- The proposed decision shall be filed with the employee, the Department Head, and the General Manager, and shall set forth all recommended findings and conclusions.
- Any party desiring to contest the recommended decision may request a transcript for review within ten (10) working days of the recommended decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.
- g. **Final Action by the General Manager:**
- Within forty-five (45) calendar days of the arbitrator's decision, the General Manager shall ratify, modify, or reverse the proposed decision of the arbitrator. Before modifying or reversing the recommended decision, the General Manager shall review the full record of the advisory arbitration proceeding. The decision shall be transmitted to the employee appealing disciplinary action via mail with an attached proof of service to the employee's last known address, and to the Department Head.

ARTICLE 36 – Employee Grievance Procedure

A grievance is a written allegation by an employee, submitted as herein specified, claiming violation(s), misrepresentations, or misapplications of the specified express terms of these Terms and Conditions. In filing a grievance, the employee must set forth the following information:

1. The specific section of the Terms and Conditions allegedly violated, misinterpreted, or misapplied;
2. The specific act or omission which gave rise to this alleged violation, misinterpretation, or misapplication;
3. The date or dates on which the violation, misinterpretation, or misapplication occurred;

4. The documents, witnesses and/or other evidence in support of the employee's position;
5. The remedy requested.

SECTION 1. DEFINITIONS

A. Grievance:

A grievance is an allegation by an employee that he/she has been adversely affected by an alleged violation, misrepresentation or misapplication of the specified express terms of these Terms and Conditions for which there is no other method of review that applies.

B. Those subjects excluded from the Grievance Procedure set forth herein, include, but are not limited to, the following:

1. Employer/employee relations matters for which another method of review is provided;
2. Administrative regulations and procedures;
3. Content of employee performance and development plans ~~evaluations or performance reviews~~;
4. Reclassification, layoff, transfer, denial of reinstatement, or denial of step increase;
5. Discipline and other corrective actions, including oral reprimands, written reprimands, demotion, reductions in pay, suspension or termination;
6. Examinations or appointment to positions.

C. Day:

For purposes of this article, a day is defined as any regular workday.

D. Immediate Supervisor:

The individual who has been designated by the Department Head as the person responsible for first step grievances.

SECTION 2. PRESENTATION OF GRIEVANCES

A. No Reprisal

An employee is free from reprisal for using this grievance procedure. An employee who has initiated a grievance, or assisted another employee to initiate and/or process a grievance, shall not in any way be coerced, intimidated, or discriminated against.

B. Release Time

An employee and/or the employee's representative may use a reasonable amount of work time in presenting a grievance. No employee shall be absent from the assigned work place without permission of his/her supervisor.

SECTION 3. INFORMAL RESOLUTION

- A. An employee with a grievance must promptly inform and discuss the grievance with the Department Head or his/her designee in order to, in good faith, endeavor to resolve the matter expeditiously and informally.
- B. If such informal discussion does not resolve the grievance to the employee's satisfaction, the employee may file a formal grievance in accordance with the procedure set forth herein.

SECTION 4. TIMELINES

- A. Grievances must be presented for informal resolution within fifteen (15) calendar days from the initial date of the event giving rise to the grievance. If any employee fails to appeal from one level to the next level within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration. If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.
- B. Any level of review or any time limits may be waived or extended by mutual written agreement of the parties concerned.

SECTION 5. PROCESS

- A. Grievances will be processed in the following manner:

Step 1: Immediate Supervisor

- (a) If the matter is not resolved at the informal resolution stage, the employee may within fifteen (15) working days after the informal resolution meeting present his/her grievance in writing to his/her immediate supervisor on the grievance form.
- (b) The immediate supervisor shall consider the grievance and answer the employee's grievance in writing within fifteen (15) working days after receipt of the grievance.

Step 2: Department Head

- (a) If the matter is not resolved in Step 1, the employee may within fifteen (15) working days after receiving the written answer, appeal his/her grievance to the Department Head on the grievance form.
- (b) The Department Head will answer the grievance in writing within fifteen (15) working days after receipt of the grievance.

Step 3: General Manager Representative

If the matter is not resolved in Step 2, the employee may appeal the grievance on the grievance form to a designated representative of the General Manager's Office within five (5) working days of the employee's receipt of the Department Head's response. The General Manager's designated representative may set a meeting with the employee, the employee's designated representative, and such other persons as he/she deems appropriate, to consider the grievance. Within fifteen (15) working days of the meeting, the General Manager's designated representative shall submit his/her response to the employee and the employee's representative.

Step 4: Advisory Arbitration

If the response of the General Manager's representative does not result in resolution of the grievance:

- 1) The employee may appeal the grievance to advisory arbitration by signing and completing the District form and presenting it to the General Manager or designee within five (5) calendar days of the employee's receipt of the response to the grievance at Step 3.
- 2) The District and the employee shall agree on an arbitrator and, if they are unable to agree on an arbitrator within a reasonable time, either the District or employee may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. They shall select the arbitrator by alternately striking names from a list until one (1) name remains. Such person shall then become the arbitrator.
- 3) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
 - (a) The arbitrator shall be bound by the language of the Terms and Conditions and/or District and departmental rules and regulations consistent therewith in considering any issue properly before the arbitrator.
 - (b) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to the arbitrator.
 - (c) The arbitrator shall be bound by federal, ~~S~~state and local law.
 - (d) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten (10) calendar days before the grievance was timely filed.
 - (e) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the General Manager or designee.
 - (f) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

Step 5: General Manager

The General Manager or designee shall, within fifteen (15) working days of receipt of the arbitrator's written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

ARTICLE 37 – Uniforms and Dress Code

The District shall provide uniforms to those employees in maintenance classifications that require ~~them~~ employees to wear a District uniform. Upon termination, all uniforms shall be returned to the District prior to the employee's last workday. Uniforms may be worn to and from work and are required during working hours. Employees are prohibited from wearing District uniforms outside working hours.

If the District requires employees to wear safety-toed shoes or boots (which ~~shall~~ must be OSHA approved and subject to all current ~~S~~state and federal safety regulations), then the District will supply a maximum of one (1) pair per employee, per year, based on the supervisor's recommendation. The allowance for safety-toed shoes or boots shall be a maximum of \$200.00 per year for each employee required to wear such shoes or boots. Such allowance shall also include in-soles and other related items that increase the life expectancy of the boot or as recommended by the District's Workers' Compensation carrier. If the Department Head determines, in his/her sole discretion, that an employee's boots needs replacement prior to the completion of one (1) full year, the employee may be given authorization, subject to the approval of the General Manager/Designee, to purchase a new pair at the District's expense, which shall not exceed the \$200.00 per pair maximum.

It is understood that the District maintains a dress code for all employees under a separate written policy.

ARTICLE 38 – Standby Pay

In addition to any call-back ~~pay~~ compensation under Article 11, above, any employee who is assigned to on-call or standby duty will receive \$40.00 per day Monday through Friday, and \$60.00 per day on weekends and holidays, or be provided with the full-time non-personal use of a District vehicle. Employees' assigned District vehicles shall use such vehicles in accordance with District policy.

ARTICLE 39 – Use of District Vehicles

The District may provide vehicles on an as-needed basis to those employees in classifications who are assigned to on-call or standby duty and/or that require them to respond for emergencies. Said vehicles shall be used for transportation to and from work, responding to emergencies, and/or other authorized use(s) as may be approved by the General Manager/Designee. Employees driving District vehicles shall strictly obey all traffic laws, any and all such policies pertaining to driving a District vehicle, including, but not limited to, Cellular Telephone and Other Similar Personal Electronic Device Policy, and at no time shall operate a District vehicle following the consumption of alcoholic beverages, illegal drugs, or controlled substances. Violations ~~which~~ that result in traffic citation(s) may result in disciplinary action.

ARTICLE 40 – District Rights

The District retains, exclusively, all of its inherent rights, functions, duties, and responsibilities, except where specifically limited in these Terms and Conditions. It is expressly recognized merely by illustration and not by way of limitation that the rights of the District include, but are not limited to, the exclusive right to consider the merits, necessity, or organization of any service or activity; determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees schedule work and/or overtime; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the methods, means, and personnel by which District operations are to be conducted, including out-sourcing; effect reorganizations or reallocations of District work, determine the content of job classification; take all necessary actions to carry out its missions and emergencies; and exercise complete control and discretion over its organization and the technology of performing its work as set forth in District Resolution 1-98-320.

ARTICLE 41– Rules, Policies, Practices and Prevailing Benefits

The District has developed written personnel rules, policies, practices, and benefits, which have been adopted by the Board of Directors.

It is understood that the District has written policies on the following issues:

1. 9/80 Work Schedule
2. Attendance and Punctuality
3. Cellular Telephone and other Similar Personal Electronic Device
4. Computer Use
5. Confined Space Procedure (JPIA Policy)
6. Discrimination/Harassment
7. Employee Purchase Program
8. Family Care and Medical Leave
9. Fitness for Duty/Medical Examination
10. Judicial Leave
11. Lactation
12. Outside Employment
13. Personnel File Access
14. Reasonable Accommodation
15. Respiratory Protection Program (JPIA Policy)
16. Return to Work
17. Safety Policy
18. School Activity Leave
19. Smoking Policy
20. Substance Abuse
21. Uniform and Dress Code
22. Vehicle Accidents, General Reporting Guidelines (JPIA Policy)
23. Weapons Policy

ARTICLE 42 – Exclusion of Temporary, Part-Time or Seasonal Employees

The District may exercise the right to employ persons on a temporary, part-time, or seasonal basis and such employees shall not be subject to these Terms and Conditions unless otherwise stipulated in specific sections of these Terms and Conditions of Employment and/or as authorized or directed by the employee's ~~d~~Department ~~h~~Head and approved by the General Manager/Designee.

ARTICLE 43 – Emergency Meal Provision

Employees who are called into work from their homes to perform work or who are held over after completion of their work shift on an emergency basis will be provided with a District paid meal only:

- A) When the employee is required to report for work two (2) or more hours in advance of the scheduled work shift or held over three (3) or more hours after the time scheduled for completion of the work shift.
- B) When the employee is required to work through a lunch period.
- C) When the employee is required to work four (4) or more consecutive hours on a non-scheduled workday.

The District will provide a meal to be eaten at the work site on District time or, when authorized by the District during an emergency or following completion of an emergency call out, the District shall

reimburse the employee for the cost of such meals in accordance with the following schedule upon submission of a valid receipt:

- Morning meal - \$10.00
- Mid day meal - \$15.00
- Evening meal - \$20.00

ARTICLE 44 – Weekend System Surveillance

~~Employees who are scheduled to perform system surveillance (routine pumping rounds) on a rotating schedule shall work an eight (8) hour schedule with a paid lunch period on each weekend day or holiday of the assigned duty and receive overtime pay for work on District holidays as provided in Articles 16 and 38.~~

ARTICLE 445 – Certification Pay

Employees possessing Water Distribution Operator certification issued by the State Water Resources Control Board at a level higher than what is required for their current classification are eligible for certification pay. Eligible employees will receive their certification pay in a lump sum payment in December of each year. The certification pay shall be calculated based on the level of certification obtained as long as that certification level exceeds what is required for the employee's current job classification. For new employees eligible to receive certification pay during their first year of employment, the amount of the pay shall be prorated to the employee's month of hire.

Grade	Formula
D1	\$ 600.00
D2	\$ 600.00
D3	\$ 750.00
D4	\$1,250.00
D5	\$1,250.00

A temporary or interim certificate held by an employee at a higher-grade level will not qualify the employee for certification pay at the higher level.

ARTICLE 456 – Wages

I. Cost-of-Living Adjustments

Base salaries shall be adjusted annually, based on the following agreed upon and approved salary adjustment amounts:

January 1, 2018 2021	2.5%
January 1, 2019 2022	2.5%
January 1, 2020 2023	2.5%

~~These amounts shall then be reduced 1% for post-employment retirement benefits effective July 1, 2021, 2022, and 2023. For example, if the increase is 2.5%, the total COLA adjustment shall be 1.5%. Increases will be computed by using the employee's current monthly wage as a basis. The amount of the annual increase under this section shall be reflected in the District's publicly available pay schedules.~~

The salary range for each classification in Exhibit A shall be adjusted effective at the beginning of the first payroll period of twenty-six (26) payroll periods in a calendar year occurring during January 1, ~~2018~~2021, ~~2019~~2022, and ~~2020~~2023.

ARTICLE ~~46~~7 – Severability

If any portion of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

EXHIBIT A

The General Employees Unit (GEU) represents the following job classifications:

~~ACCOUNTS CLERK I~~

ADMINISTRATIVE ASSISTANT I

~~ADMINISTRATIVE ASSISTANT II~~

~~BILLING/ACCOUNTING TECHNICIAN I~~

CIVIL ENGINEER

CIVIL ENGINEERING ASSISTANT

~~COMMUNITY OUTREACH SPECIALIST~~

CROSS CONNECTION SPECIALIST

CUSTOMER SERVICE REPRESENTATIVE I

CUSTOMER SERVICE REPRESENTATIVE II

~~ENGINEERING TECHNICIAN I~~

~~ENGINEERING TECHNICIAN II~~

EXECUTIVE ASSISTANT

FACILITY MAINTENANCE WORKER II

~~HUMAN RESOURCES/RISK MANAGEMENT COORDINATOR~~

INFORMATION SYSTEMS SPECIALIST

~~INSTRUMENTATION/ELECTRICAL SYSTEM TECHNICIAN~~

~~MANAGEMENT ANALYST~~

PRODUCTION & STORAGE LEAD

PUMP OPERATOR I

PUMP OPERATOR II

SENIOR ACCOUNTANT

SENIOR ACCOUNTING TECHNICIAN

SENIOR CIVIL ENGINEER

SENIOR CUSTOMER SERVICE REPRESENTATIVE

~~SENIOR FLEET MECHANIC~~

~~SENIOR PUMP OPERATOR/DOT~~

UTILITY SERVICE LEAD

~~UTILITY SERVICE LEAD/DOT~~

~~UTILITY SERVICE WORKER II/DOT~~

~~UTILITY SERVICE WORKER III/DOT~~

UTILITY SERVICE WORKER I

UTILITY SERVICE WORKER II

~~WATER QUALITY SPECIALIST~~ ~~OUTREACH AND DESIGN SPECIALIST~~

EXHIBIT B

**WALNUT VALLEY WATER DISTRICT
GENERAL EMPLOYEES UNIT MARKET ANALYSIS & PARITY ADJUSTMENT
INCREASES FOR TERMS & CONDITIONS OF EMPLOYMENT
PERIOD ENDING JUNE 30, 2023**

There were no parity adjustments for this contract period.

EXHIBIT C

**WALNUT VALLEY WATER DISTRICT
GENERAL EMPLOYEES UNIT
RETIREE MEDICAL INSURANCE BENEFITS
VESTING SCHEDULE**

GROUP A - District Contribution for Employees on Payroll as of February 28, 1989

For employees who were on the District's payroll as full-time employees as of February 28, 1989, and who retire with a vested pension benefit, the District will provide the fully paid retiree medical insurance coverage premium for the employee, his/her spouse, and dependents as shown on District records at the time of the employee's retirement. This will include reimbursement of payment for Medicare Option B for both the retiree and his/her eligible spouse upon the attainment of age 65 and after submitting verification to the District of official enrollment in Medicare Option B.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP B - District Contribution for Employees Hired on or after March 1, 1989

For employees who were hired on or after March 1, 1989, who retire with a vested pension benefit and who have worked for the district a minimum of five (5) consecutive years prior to retirement, the District will provide the fully paid medical insurance coverage premium for the ~~for the~~ employee. Coverage for the retiree's spouse as shown on the District records at the time of the employee's retirement will be offered under the following vesting schedule of service to the District:

Years of Service:	Percentage of Spousal Coverage:
15	50%
20	75%
25	100%

This will include reimbursement of Medicare Option B for both the employee and his/her eligible spouse upon the attainment of age 65 and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the employee may elect to continue spousal and/or dependent coverage on a voluntary contribution basis for all other medical coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP C – District Contribution for Employees Hired on or after July 1, 2005

For employees hired on or after July 1, 2005, who retire from the District with a vested pension benefit, who have worked a minimum of fifteen (15) full time (or the equivalent) consecutive years prior to retirement, and who are at least age fifty (50) at the time of retirement, the District will provide the fully paid medical insurance coverage premium for the employee. Coverage for the retiree’s spouse as shown on ~~the~~ District records at the time of the employee’s retirement will be offered under the following vesting schedule of service to the District:

Years of Service	Percentage of Spousal Coverage:
15	50%
20	75%
25	100%

This will include reimbursement of Medicare Option B for both the employee and his/her eligible spouse upon the attainment of age sixty-five (65) and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the employee may elect to continue spousal and/or dependent coverage on a voluntary contribution basis for all other medical coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District’s health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP D – District Contribution for Employees Hired on or after July 1, 2014

For employees hired on or after July 1, 2014, who retire from the District with a vested pension benefit, who have worked for the District a minimum of twenty (20) consecutive years prior to retirement, who are at least age fifty-two (52), the District will provide 100% retiree only coverage premium of the least cost health, dental and vision plans on District record at the time of the employee’s retirement. For employees who are at least age fifty-two (52), but have worked and retire from the District after twenty-five (25) years of consecutive service to the District prior to retirement, the District will provide 100% retiree only coverage premium of any of the District plans offered at the time of the employee’s retirement.

Upon reaching age 65, the retiree will be required to sign up for Medicare, which includes Options A and B. No reimbursement will be provided for any costs associated with that mandatory coverage and no other health care costs, fees, charges, or taxes will be covered or reimbursed.

If, at the time of retirement, the employee wishes to continue coverage of his/her spouse as shown on District record at the time of retirement and/or eligible dependents, coverage for such spouse and/or dependents will be at the employee’s sole cost. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

ADDENDUM TO EXHIBIT C

Two Examples of Retiree Coverage (Based upon 2021 Premiums):

Example 1: Employee A is eligible for 100% coverage for retiree and, 75% coverage for their spouse, and does not elect to include full family coverage.

Coverage	Single	Two-Party	Family
Medical	\$809.69	\$1,619.37	\$2,145.67
Dental	—46.23	—94.11	—164.17
Vision	—24.40	—24.40	—24.40
Retiree Coverage	\$880.32	\$ 1,737.88	\$2,334.24
		—(880.32)	
		\$—857.56	
Spousal Coverage 75%		\$—(643.17)	
Retiree Obligation		\$—214.39	

Example 2: Employee A retires with 100% coverage for Retiree and 50% coverage for Spouse and elects full family coverage to include dependents:

Coverage	Single	Two-Party	Family
Medical	\$809.69	\$1,619.37	\$2,145.67
Dental	—46.23	—94.11	—164.17
Vision	—24.40	—24.40	—24.40
Retiree Coverage	\$880.32	\$ 1,737.88	\$2,334.24
			—880.32
			—1,453.92
Spousal Coverage 50%			\$ (428.78)
Retiree Obligation			\$1,025.14

Coverage	Single	Two-Party	Family (if elected)
Medical	\$ 809.69	\$ 1,619.37	\$ 2,145.67
Dental	\$ 46.23	\$ 94.11	\$ 164.17
Vision	\$ 24.40	\$ 24.40	\$ 24.40
Total Premiums	\$ 880.32	\$ 1,737.88	\$ 2,334.24
-	-	\$ (880.32)	\$ (880.32)
-	-	\$ 857.56	\$ 1,453.92
Spousal Coverage 75%	-	\$ (643.17)	\$ (643.17)
Retiree Obligation	-	\$ 214.39	\$ 810.75

Exhibit D

**WALNUT VALLEY WATER DISTRICT
BENEFITS GUIDELINE FOR PART-TIME ACTIVE AND RETIRED EMPLOYEES
OF THE GENERAL EMPLOYEES UNIT (GEU)**

Accrued Leaves:

Leave	Percentage of Full Time Hours (Hours)					
	100 (40)	90 (36)	80 (32)	60 (24)	50 (20)	<50 (20)
Vacation	100	90	75	50	25	0
Sick*	100	90	75	50	25	1 Hour for Every 30 Hours Worked
Holiday	100	90	75	50	25	0
Bereavement	100	90	75	50	25	0

*Note: Pursuant to California's Paid Sick Leave Law (AB 1522) and Article 18 of these Terms and Conditions of Employment, temporary employees and part-time employees working less than 20 hours per week are entitled to begin accruing accrue one (1) hour of sick leave for every thirty (30) hours worked beginning on the first date of employment and may begin using their accrued sick leave on the 90th day of employment. Part-time employees working greater than twenty (20) hours per week are subject to the leave benefits guidelines outlined above.

Retired annuitants employed by the District are not eligible for any of these accrued leaves.

Cost of Living Adjustments:

Base salaries used for calculating hourly pay rates shall be adjusted annually in accordance with the Terms and Conditions of Employment for the General Employees Unit.

Partial Service Retirements Only:

On June 24, 2008, following Board approval, the CalPERS Partial Service Retirement was included as one of the Class 3 benefit options for District employees. An employee must receive prior approval from the District and CalPERS in order to be eligible for this benefit.

Health/Life Insurance:

Benefits will be provided to employees/retirees in accordance with Article 27 - Insurance in the General Employees Unit Terms and Conditions of Employment and Exhibit C - General Employees Unit Retiree Medical Insurance Benefits Vesting Schedule.

WALNUT VALLEY WATER DISTRICT



TERMS AND CONDITIONS OF EMPLOYMENT

Effective July 1, 2020 through June 30, 2023

MID-MANAGEMENT

WALNUT VALLEY WATER DISTRICT

MID-MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT Proposed Changes Effective for July 1, 2020 – June 30, 2023	
Section No.	Proposed Revisions (if applicable)
A. Terms of Employment	
1 - Water Code	Attorney recommended language change
2 - Employment At Will	No Change
3 - Performance <u>and Development Plans Evaluations</u>	Language cleanup and other attorney recommended language changes
4 - Performance Step/Other Adjustments	Minor language clarification
5 - Promotions, Demotions, and Transfers	Language cleanup and other attorney recommended language changes
6 - Work Week	Minor language clarification
7 - Pay Period	Language cleanup and clarification of pay period end time
8 - Overtime Provisions	Increase of maximum annual compensatory time from 50 hours to 60 Language cleanup and other attorney recommended language changes
9 - Call Back Compensation	Minor change in sentence placement
10 - Certification Pay	No Change
11 - Uniforms and Dress Code	Minor language cleanup
12 - District Vehicles	Language specifying employee requirement to submit proof of California driver's license and auto insurance if driving a District vehicle.
13 - Mileage Reimbursement/Use of Personal Vehicles	Attorney recommended language changes
14 - Disciplinary Action	Minor language cleanup
15 - Termination of Service	Minor language cleanup
16 - Cost of Living ("COLA") Increases	Proposes cost of living allowances of 2.5% per year for the three-year contract period. Removes language regarding the 1% COLA reduction for post-employment retirement benefits. Minor language cleanup
17 - Reporting Compensation and/or Compensation Earnable to the California Public Employees' Retirement System ("CalPERS" or "PERS")	No Change

MID-MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT
Proposed Changes Effective for July 1, 2020 – June 30, 2023

Section No.	Proposed Revisions (if applicable)
B. Benefits	
1 - Deferred Compensation	No Change
2 - Holiday Schedule	Language cleanup and other attorney recommended language changes
3- Health/Life Insurance	<p>Clarification of the District's payment of least cost health plan, excluding the high deductible medical plan.</p> <p>Language cleanup and other attorney recommended language changes.</p>
4 - Workers' Compensation Insurance (Industrial Injury)	Attorney recommended language changes
5- Leave Provisions	<ul style="list-style-type: none"> • Administrative Leave – No Change • Bereavement – Attorney recommended language clarification • Judicial Leave – No Change • Family Care and Medical Leave – Clarification of employee's health benefits during FMLA/CFRA leave. • Leave of Absence – Minor language cleanup • Military Leave – No Change • School Activity Leave –Addition of expanded School Activity Leave provisions. • Sick Leave – Attorney recommended language clarification for "Child" <p>Language addition of expanded sick leave provision for victims of domestic violence, sexual assault or stalking.</p> <p>Language cleanup and other attorney recommended language changes</p> <ul style="list-style-type: none"> • Personal Leave – No Change • Vacation Leave – Language cleanup and other attorney recommended language changes
6- Pension Plan	<p>Language cleanup and clarification of the employee's CalPERS enrollment date.</p> <p>Language specifying 1% increase to employee contribution cost to PERS employer cost, not to</p>

MID-MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT
Proposed Changes Effective for July 1, 2020 – June 30, 2023

Section No.	Proposed Revisions (if applicable)
	exceed 50% of total normal cost.
7- Tuition Reimbursement	Revises tuition reimbursement from \$6,700 to \$8,500. Inclusion of March deadline for the upcoming fiscal year on the estimated tuition reimbursement cost to the District.
C. Severability	No Change
Exhibit A – Position Classifications	Changes to Mid-Management Position Classifications to be consistent with Organizational Chart
Exhibit B - Parity Adjustment Schedule	Parity adjustment schedule for Customer Service Manager and Civil Engineering Supervisor for three year agreement period.
Exhibit C– Retiree Medical Insurance Benefits Vesting Schedule	Addendum to Exhibit C includes one example rather than two examples. Minor language cleanup
Exhibit D– Benefits Guideline for Part-Time Active and Retired Employees Mid-Management	Minor language cleanup

A Resolution of the Board of Directors of the
Walnut Valley Water District Establishing a
**Salary and Benefit Schedule and
Terms and Conditions of Employment
for Middle Management and Confidential Employees.**

WHEREAS, employees of Walnut Valley Water District filling the following positions listed on Exhibit A are not represented by any ~~employee organization organized bargaining unit for reasons of confidentiality and/or the professional and supervisory nature of their positions~~, and

WHEREAS, the Board of Directors intends to compensate these employees in a fair and equitable manner,

~~Now~~**NOW, Therefore**~~THEREFORE~~, ~~Be~~ ~~it~~ ~~Resolved~~ that the salary ranges, benefits, and terms and conditions of employment for the job classifications attached hereto as Exhibit A become effective the first day of the July 1, ~~2017-2020~~ pay period, or as soon thereafter as reasonably possible, and shall remain in effect through the last full pay period in June ~~2020~~2023.

A. Terms of Employment

1. **Water Code**

Pursuant to the Water Code of the State of California, the District's Board of Directors has vested in the General Manager the power to exercise traditional managerial prerogatives, including the hiring, firing, layoff, demotion, discipline, discharge, assignment, and transfer of employees in his sole discretion on an at will basis at pleasure.

2. **Employment at Will**

Employment at the District is for no definite period of time and may be terminated at the will of the employee or the District at any time, with or without cause and with or without notice. Employment at will is not modified by length of service with the District and no contract of employment, expressed or implied, will be valid unless in writing, signed by the General Manager, and approved by the Board of Directors of the District and must express the clear and unambiguous intent to alter the at-will nature of the employment relationship.

3. **Performance and Development Plans Evaluations**

Performance and development plans evaluations will normally be conducted on an annual basis prior to July 1 of each year; however, they may be conducted more or less frequently depending upon the performance of the employee or other factors as determined by the General Manager/Designee.

4. **Performance Step/Other Adjustments**

District positions have established salary ranges with a minimum (entry) rate, intermediate rate, and maximum rate. Performance step adjustments are normally granted on an annual basis at the discretion of the General Manager/Designee and depend upon satisfactory job performance.

- a. A performance step adjustment may be granted within the prescribed salary range following satisfactory completion of six months of employment in his/her position. Thereafter, twelve (12) consecutive months of satisfactory job performance is normally required to qualify for performance step adjustments until the maximum rate within the salary range is reached.
- b. Upon demonstrated exemplary performance, an employee may be granted additional step adjustments at the recommendation of the Department Head and upon approval of the General Manager.
- c. At the discretion of the General Manager/Designee, when determined that it is necessary based upon the needs of the District for any employee to perform work out of class at a higher level, the employee, upon recommendation of the Department Head, may be awarded a stipend for the period which the out of class work was performed.

5. **Promotions, Demotions, and Transfers**

It is recommended that employees discuss their goals and interests with their Supervisors/Department Head so that it may be possible for them to plan and carry out preparation and training for promotional opportunities as they may arise.

- a. **Promotion** is advancement to a job with higher duties, greater responsibilities, higher qualifications, and a higher maximum rate of pay. The District will give consideration to consider qualified employees for "promotion from within" in making promotional appointments.

- b. Demotion means movement from one class to another class with a lower salary. Demotions can be voluntary or involuntary~~are of two general natures.~~ A voluntary demotion ~~One~~ is when an employee requests, for personal or other reasons, a demotion because he/she believes he/she may be more effective or more satisfied in a less demanding job position~~(voluntary demotion), including requests for demotion~~or because the employee would like to move to a different position to learn a new line of work~~or has personal reasons.~~ The District may institute Other involuntary demotions ~~are instituted~~ for deficiencies in work performance and/or disciplinary reasons. ~~Demotion means movement from one class to another class with a lower salary.~~
- c. **Transfers** can occur when an employee requests a transfer because he/she believes he/she may be more effective or more satisfied in a different job (voluntary transfer), including requests for transfer because the employee would like to learn a new line of work or has personal reasons. Transfers can also occur involuntarily based on needs of the District. Transfers may result in movement from one class to another class with a lower salary.

6. **Workweek**

The workweek for nonexempt employees is a fixed and regularly recurring period of seven consecutive 24-hour periods. For those employees ~~participating in working on~~ a 9/80 work schedule, an employee's workweek will begin at 11:00 am Friday and end at 10:59 am on the following Friday as outlined in the 9/80 work schedule policy. All other District employees' workweek begins Saturday at 12:00 am and ends at 11:59 pm the following Friday. ~~However, T~~the General Manager/Designee may designate a different workweek so long as the new workweek is intended to be permanent in nature, for certain nonexempt employees based on the departmental/divisional needs as determined by the General Manager/Designee~~District~~. Alternative work schedules may vary between departments and divisions and amongst employees within departments and divisions. An employee's work schedule may be revised or rescinded at the sole discretion of the General Manager/Designee based upon the employee's work assignments as well as the operational and service needs of the District. Work schedules may require work on weekends and holidays. If needed, employees shall be available for work beyond their scheduled assigned day or assigned week upon advance notice from the District.

7. **Pay Period**

Authorized District employees participating in an alternative work schedule are paid every other Friday for the two weeks ending at 10:59 ~~11:00~~ am the Friday before payday pursuant to the 9/80 work schedule policy. All other District employees are paid every other Friday for the two weeks ending at 11:59 pm ~~midnight~~ the Friday before payday. The District will make every reasonable effort to have paychecks ready by noon on payday.

8. **Overtime Provisions**

Employees in job classifications ~~which that~~ are exempt under provisions of the Fair Labor Standards Act (FLSA) shall not be compensated by overtime wages when required to work in excess of the number of hours established as full-time service for the classification.

For employees in non-exempt positions, the workweek shall total forty (40) hours over seven consecutive twenty-four (24) hour periods. Overtime hours ~~are~~ is all hours actually worked by the non-exempt employee in excess of forty (40) hours in his/her designated workweek. Overtime hours will be compensated at the rate of one-and-one-half (1-½) times the employee's regular rate of pay.

- a. No non-exempt employee may work overtime without the express, advance authorization of the General Manager or the Department Head.
- b. All overtime hours worked shall be reported as ~~actual~~ hours actually worked.
- c. The District compensates for overtime worked in fifteen (15) minute increments. No overtime credit shall be given or allowed for any overtime worked of less than one-half (1/2) of each fifteen (15)-minute increment.
- d. Non-exempt employees working in excess of a forty (40) hour week shall have the option to receive overtime pay at one-and-one-half (1-½) times their regular rate of pay or may accrue compensatory time off at one-and-one-half (1-½) times the actual hours worked in accordance with FLSA regulations, up to a maximum of ~~fifty sixty~~ (60/50) hours.

An employee wishing to use his/her accumulated compensatory time must provide reasonable notice to his/her supervisor. The request may be denied if the request is deemed unduly disruptive to the District's operations. Generally, reasonable notice is at least one calendar week. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

- e. Vacation, sick and/or personal leave will not be counted as hours worked for determining overtime earnings or earned compensatory time off. Under special circumstances, and at the sole discretion of the District, inclusion of such leave hours may be used to determine hours worked for the purpose of calculating overtime earnings for non-exempt employees.

9. Call-Back Compensation

Employees in non-exempt job classifications under FLSA regulations who are called back to work on an emergency basis after completing their normal workday may be entitled to call-back compensation. ~~Employees called back within one hour of the beginning of their normal workday are not eligible for call-back compensation.~~ Employees who are called back will be paid at one-and-one-half (1-½) times the base hourly rate for emergency call-back time worked, except that the minimum call-back shall be two (2) hours for each call-back occurrence. Non-emergency scheduled overtime shall not be subject to the call-back compensation provisions set forth herein. Such overtime shall be compensated for on an hour-for-hour basis at the rate of one-and-one-half (1-½) hours compensation for each full hour of work performed with a minimum of one (1) hour's compensation, with actual hours worked reported in one-quarter (1/4) hour increments. Employees called back within one (1) hour of the beginning of their normal workday are not eligible for call-back compensation.

Non-exempt On-Call employees required to electronically access the District's SCADA system and/or respond to a District Service call during non-regular working hours will be compensated for all hours worked, with a minimum of thirty (30) minutes of regular pay. If called out to respond, the employee will be entitled to the call-back compensation mentioned in the preceding paragraph.

10. Certification Pay

Employees possessing Water Distribution Operator certification issued by the State Water Resources Control Board at a level higher than what is required for their current classification are eligible for certification pay. Eligible employees will receive their certification pay in a lump sum payment in December of each year. The certification pay shall be calculated based on level of certification obtained as long as such certification level exceeds what is required for the employee's current job classification. For new employees

eligible to receive certification pay during their first year of employment, the amount of the pay shall be prorated to the employee's month of hire.

<u>Grade</u>	<u>Formula</u>	<u>Grade</u>	<u>Formula</u>
D1	\$600.00	D4	\$1,250.00
D2	\$600.00	D5	\$1,250.00
D3	\$750.00		

A temporary or interim certificate held by an employee at a higher grade level will not qualify the employee for certification pay at the higher level.

11. Uniforms and Dress Code

It is understood that the District maintains a dress code for all employees and that:

- a. The District shall provide uniforms to those employees in classifications that require ~~them~~ employees to wear a District uniform.
- b. ~~Employees Uniforms may be worn to and from work and~~ are required to wear District uniforms during working hours. Employees may wear District uniforms to and from work, but are otherwise prohibited from wearing District uniforms outside working hours.
- c. If the District requires employees to wear safety-toed shoes or boots (which ~~shall~~ must be OSHA approved), then the District will supply a maximum of one (1) pair per employee, per year, based on the supervisor's recommendation. The allowance for safety-toed shoes or boots shall be a maximum of \$200.00 per year for each employee required to wear such shoes or boots. Such allowance shall also include in-soles and other related items that increase the life expectancy of the boot or as recommended by the District's Workers' Compensation carrier. If the Department Head determines, in his/her sole discretion, that an employee's boots are in need of replacement prior to the completion of one (1) full year, the employee may be given authorization, subject to General Manager/Designee approval, to purchase a new pair at the District's expense, but in any event, the cost shall not exceed the \$200.00 per pair maximum.

12. District Vehicles

The District may provide vehicles on an as-needed basis for those supervisors in classifications that require them to respond for emergencies. Said vehicles shall be used for transportation to and from work, responding to emergencies, and/or other authorized ~~work-related~~ work-related use(s) as may be approved by the General Manager/Designee. Employees driving District vehicles shall strictly obey all traffic laws, and any and all such policies pertaining to driving a District vehicle, including, but not limited to, Cellular Telephone and Other Similar Personal Electronic Device Policy, ~~and~~ at no time shall operate a District vehicle under the influence of alcohol or any controlled substance. Violations ~~which that~~ result in traffic citation(s) may result in disciplinary action. Before the District will permit an employee to use a District vehicle, the employee must provide proof that the employee possesses the appropriate California driver's license to operate the vehicle in question and that the employee is insurable.

13. Mileage Reimbursement/Use of Personal Vehicles

Employees with prior authorization to use their personal vehicles in the course of District business granted by the employee's supervisor shall be reimbursed for actual mileage at the IRS-approved rate per mile for all miles driven. ~~Prior authorization shall be granted by the employee's supervisor.~~ Requests for mileage reimbursement shall be submitted in the prescribed format determined by the District. Employees are required to provide Human

Resources with a copy of the employee's most current and valid auto insurance coverage ~~prior to being authorized~~before authorization to use their personal vehicles for District business will be given.

14. Disciplinary Action

Pursuant to the Water Code of the State of California, the Board has delegated to the General Manager/Designee, all necessary power and authority to conduct the District's employee relations and to take disciplinary action as appropriate. Subject to FLSA requirements, if a suspension is imposed on an exempt employee, such suspension must be in increments of a full week.

15. Termination of Service

An employee planning to resign or retire is asked to give his ~~or~~ her supervisor written notice as far in advance of the effective date as possible. The employee shall make every reasonable effort to provide this notice a minimum of twenty-one (21) calendar days prior to the effective date. The employee's final paycheck shall include payment for any earned but unused leave benefits under these Terms and Conditions of Employment.

16. Cost of Living ("COLA") Increases

Base salaries shall be adjusted annually, based upon the following agreed upon and approved salary adjustment amounts:

January 1, 2018 <u>2021</u>	<u>2.5%</u>
January 1, 2019 <u>2022</u>	<u>2.5%</u>
January 1, 2020 <u>2023</u>	<u>2.5%</u>

~~These amounts shall then be reduced 1% for post-employment retirement benefits effective July 1, 2021, 2022, and 2023. For example, if the increase is 2.5%, the total COLA adjustment shall be 1%. Increases will be computed by using the employee's current monthly wage as a basis.~~ The amount of the annual increase under this section shall be reflected in the District's publicly available pay schedules.

17. Reporting Compensation and/or Compensation Earnable to the California Public Employees' Retirement System ("CalPERS" or "PERS")

Reportable compensation and/or compensation earnable is determined by applicable law, not these Terms and Conditions of Employment.

B. Benefits

1. Deferred Compensation

The District provides a voluntary deferred compensation plan for employees. Under the plan(s), an employee may defer up to the maximum amount of income allowed by law per calendar year. Upon authorization of the employee, the District will remit the employee's deferred income to the District's deferred compensation plan provider.

2. Holiday Schedule

a. The following are approved paid holidays for employees of the District:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 - when it falls on Monday, Tuesday, Wednesday, or Thursday
Christmas Day	December 25
	Three Floating Holidays

~~Effective January 1, 2018 and each year thereafter,~~ District employees ~~will~~ receive three (3) floating holidays. These floating holidays can be used, upon prior approval of the employee's ~~S~~supervisor/~~D~~department ~~H~~head, any time during the calendar year.

b. For employees working an alternative work schedule, if the "flex day" (*i.e.*, an employee's scheduled day off under that schedule) falls on an approved District holiday, the holiday will be placed in the employee's holiday leave bank and can be used for other leave options such as sick, vacation, or personal. An employee's holiday leave bank cannot exceed a maximum accrual of eighteen (18) hours.

c. Holiday leave bank and unused floating holidays hours accrued in excess of eighteen (18) hours will be paid out to the employee during the last reportable pay period of the calendar year.

d. When a District holiday falls on a Saturday, the previous workday will be observed as the holiday. When a District holiday falls on a Sunday, the following workday will be observed as the holiday.

e. Employees in non-exempt job classifications who are required to work on a District holiday will be paid at one-and-one-half (1-½) times their base hourly rate for each hour worked in addition to regular holiday pay or may accrue said holiday in accordance with compensatory time provisions. If working a holiday results in an employee working in excess of forty (40) hours in his/~~or~~her designated workweek, the employee shall be paid for all ~~excess~~ overtime hours worked at a rate of one-and-one-half (1-½) times his/her regular rate of pay.

f. Non-Exempt employees assigned to work on Thanksgiving Day, or Christmas Day shall receive two (2) times their base hourly rate for each hour worked in lieu of the one-and-one-half (1-½) time detailed in Section B (2)(e) above.

3. Health/Life Insurance

The District will offer the following health insurance coverages for all full-time employees of the District: Full-time employment for purposes of determining eligibility for District ~~H~~health ~~I~~insurance benefits listed below is defined as a regular District employee working thirty (30) hours per week.

~~A.~~ The District will offer the following health insurance coverages for all full-time employees of the District:

1. Major medical plan, which includes provisions for prescription drug coverage
2. Dental plan
3. Vision plan

~~A.B.~~ The District will also offer the following other benefit coverages:

1. Employee Assistance Program -(District paid benefit)
2. Short Term Disability plan
3. Long Term Disability plan
4. Life Insurance Plan/Accidental Death & Dismemberment (District paid benefit)

~~B.C.~~ Employees may elect to have dependent health insurance coverage by contributing the minimum —monthly cost established by the District from time to time, provided that the District shall not pay more than the amount specified per month for the employee and dependent coverage, in accordance with the following:

~~January 1, 2018 — December 31, 2020 \$1,800.00 per month or~~ The full payment of the combined least cost medical, dental, and vision plans, excluding the high deductible medical plan.

~~C.D.~~ The following medical insurance coverages shall be subject to the medical cap specified in Section C, above:

1. Major medical plan
2. Dental plan
3. Vision care

Medical Coverage for Registered Domestic Partners – Pursuant to state and federal law, and subject to the provisions and requirements set forth by the District's health plan provider, the District extends certain health insurance benefits to the registered domestic partners of eligible full-time employees ~~who comply with the domestic partnership registration requirements.~~

If at any time an employee selects coverage that costs more than the maximum amount allowed under the medical cap in Section ~~BC3~~, above, then this excess amount shall be pro-rated and withheld from the employee's bi-weekly payroll check. Written forms authorizing such payroll deduction for the payment of medical premiums will be on file in the employee's personnel and payroll files.

The District also offers its employees the option of utilizing a Flexible Spending Account (FSA) for payment of health benefit premiums and other health related expenses in compliance with state and federal FSA stipulations and restrictions.

Should the employee no longer receive a payroll check, and remain eligible for District paid benefits, then it shall be the obligation of the employee to make any co-payment due in advance of the premium due date as specified by the District. Notification for such benefits shall be made to such employees in accordance with Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requirements. Any co-payment obligation in arrears

for a period of thirty (30) days or longer will result in the cancellation of portions of dependent coverage until the total monthly premiums for the employee equal or fall below the medical cap in Section ~~BC3~~, above. Cancellation of dependent benefits will be in the following order:

- (1) Vision plan
- (2) Dental plan
- (3) Major medical plan

Retiree Medical Insurance Benefits

A. Retiree medical insurance benefits are subject to the eligibility provisions and vesting schedule listed in Exhibit C of these Terms and Conditions of Employment. As outlined in Exhibit C, these eligibility requirements determine if the retiree, spouse, and/or dependents are eligible for coverage at the time of retirement, and if so, what percentage of coverage will be paid by the District and what percentage must be paid by the retiree if coverage is selected.

As medical premiums increase, retiree co-payments will increase. Retirees required to contribute towards their retiree medical coverage shall be obligated to make such co-payments as stipulated in the provisions set forth in Exhibit C.

Subject to the employee's retiree medical benefit eligibility, the employee will be given the option of selecting among the available health benefit plans at the time of retirement. ~~Due to increasing medical costs, the retirees will also be given the opportunity to change plans during the District's annual open enrollment period.~~

- B. Retiree Medical/Life Insurance Benefits – For District employees who retire with a pension benefit, the District will provide retiree life insurance in an amount not to exceed \$50,000 up to age 70. From ages 70-74, such life insurance will be subject to a reduction of coverage by 35%, then an additional 15% following attainment of age 75. However, if the cost of providing this life insurance benefit becomes prohibitive, the District may eliminate the benefit entirely, reduce the amount of coverage, or require a co-payment in order to maintain the benefit. The determination of whether the benefit has become cost-prohibitive and what course of action to follow shall be made by the District in its sole discretion.
- C. Upon Death of the Retiree – At the time of a retiree's death, coverage for his/her spouse and/or dependents as shown on District records shall remain in force in accordance with the provisions under which the retiree and his/~~or~~ her spouse and/or dependents initially became eligible for coverage pursuant to the District's Retiree medical Vesting Schedule (Exhibit C).
- D. District Contribution Upon Disability, Incapacitation, or Death of a Vested Employee Should an employee vested with PERS who is eligible for retirement from the District, who meets the minimum retirement age, and who is eligible for retiree medical coverages in accordance with the District's Retiree Medical Vesting Schedule (Exhibit C) become disabled, or incapacitated before retirement, medical coverages for the employee, his/~~or~~ her spouse and/or dependents as shown on District records shall remain in force during the employee's disability or illness. Upon death of the employee, benefits for the surviving spouse and/or dependents as shown on the District's records shall continue in accordance with the provisions under which the employee would have otherwise been eligible for retiree medical coverages in accordance with the District's Retiree Medical Vesting Schedule (Exhibit C).

Medical Insurance Benefits During Periods of Disability

A. Disability – ~~Non-Industrial~~Non-Industrial –An employee who becomes temporarily disabled due a non-industrial injury or illness shall be entitled to continuation of

medical coverage while on eligible FMLA/CFRA leave. Should the disability period extend beyond the eligible FMLA/CFRA period, the employee will be subject to the Leave of Absence approval provisions in Article 21 of these Terms and Conditions of Employment. If the leave of absence is approved, the length of such eligible medical coverage shall remain in effect equal to one (1) month of coverage for each full year of employment with the District but shall not exceed a combined FMLA/CFRA and non-FMLA period of six (6) months or as allowable pursuant to state and federal laws and coverage stipulations of the District's health care provider. At the expiration of the six (6) month eligible period, the employee may ~~be eligible then elect~~ to continue health coverage pursuant to the provisions of COBRA ~~provided the employee remains on an approved medical leave of absence.~~

While on disability leave, vacation and sick leave accruals will cease until such employee returns to work. Additionally, for disabilities that do not arise from industrial injuries, which will be handled pursuant to Section 4, below, during the period in which the employee is eligible to receive disability benefits from the District's disability insurance carrier, the employee will not be entitled to use existing accrued leave to the extent he/she is already being provided sufficient supplemental benefits by the District to ensure that the employee is not receiving more than 100% of pay. If an employee remains out on FMLA/CFRA leave, however, he/~~or~~she is not eligible to receive disability payments until verification has been received by the District that disability benefit payments have terminated. The employee may then be eligible to use existing accrued leave.

B. Permanent Disability

Vested Employees – An employee who is eligible for retirement in accordance with the District's pension plan and the District's Retiree Medical Vesting requirements and becomes permanently disabled shall be entitled to continuation of medical coverage as set forth in the Retiree Medical Benefits section, in accordance with the provisions of each plan.

Non-~~v~~ested Employees – An employee who is not vested in the District's pension plan and who becomes permanently disabled shall only be eligible for medical coverage as set forth in the Temporary Disability section.

It is understood that medical insurance coverage available to retirees and/or disabled employees may differ from time to time from the plans in effect at the time of disability or retirement due to changes in the various plans covering the District's full-time employees.

4. ~~Workers' Compensation Insurance (Industrial Injury)~~

The District provides benefits in the event of an injury, illness, or ~~other~~ disability incurred on the job through the ACWA-JPIA Workers' Compensation Insurance Fund. Briefly, these benefits include: ~~M~~medical treatment, temporary disability, permanent disability (compensation based on the rated degree of injury determined to be permanent), vocational rehabilitation, and a death benefit.

5. **Leave Provisions**

a. Administrative Leave

Employees whose job classifications are exempt from FLSA and who are not eligible to receive overtime compensation shall be granted a maximum of forty-eight (48) hours paid administrative leave per year, and the use of such leave requires the prior approval of the employee's Department Head and the General Manager/Designee.

b. **Bereavement**

In the event of the death of a member of an employee's immediate family, [and](#) upon written request, the affected District employee may be granted up to a maximum of three (3) working days paid leave per incident, for a maximum of two (2) incidents per any period of twelve (12) consecutive months.

In the event an employee must travel out of California [due to the death of a member of the employee's immediate family](#) on bereavement leave, he ~~or~~ she may be granted up to a maximum of two (2) additional working days, with pay, subject to approval by the General Manager/Designee. Exceptions to this policy will generally not be granted. ~~However, e~~ Employees may use vacation time or personal leave for bereavement with the approval of the General Manager/Designee.

Immediate family shall be: mother (step-mother), mother-in-law; father (step-father), father-in-law; husband; wife; son (step-son), son-in-law; daughter (step-daughter), daughter-in-law; aunt, uncle; grandchild of the employee or [employee's](#) spouse; [brother](#), brother-in-law; [sister](#), sister-in-law; [grandmother](#), grandfather, grandmother-in-law, grandfather-in-law; [registered domestic partner](#); [ex-spouse with shared custody of children](#); legal guardian, foster parent, or foster child.

c. **Judicial Leave**

It shall be the general rule to excuse employees from their regular duties with pay when called for jury service in accordance with the District's Judicial Leave Policy.

d. **Family Care and Medical Leave**

Pursuant to the federal Family [and](#) Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and subject to the District's Family Care and Medical Leave Policy, the District will provide family and medical leave for eligible employees in accordance with ~~S~~state and ~~F~~federal law. [During the FMLA/CFRA leave, continuation of the employee's health benefits will be provided pursuant to state and federal laws](#)

To obtain approval for such leave, employees shall comply with the provisions of the District's Family Care and Medical Leave Policy and complete the necessary authorization forms.

e. **Leave of Absence**

Consistent with state and federally mandated leave laws, the General Manager may grant within his/her sole discretion a temporary leave of absence [without pay](#). Request for a leave of absence shall state specifically the reason for the request, the date when the employee desires to begin the leave and the probable date of return. Requests for leave not subject to state and federal leave requirements require approval by the General Manager/Designee.

Approval of the leave of absence shall be in writing and a copy filed with the Personnel Office. During the leave of absence period, continuation of the employee's health benefits will be provided pursuant to ~~S~~state and ~~F~~federal laws and subject to the leave provisions as stipulated in these Terms and Conditions. During the leave of absence, the employee will not be entitled to accrue sick, vacation and holiday leave. Upon expiration of approved leave, or within a reasonable period of time after notice to return to work, the employee may be

reinstated to the position held at the time the leave was granted, provided that [the](#) position has not been eliminated by work force reduction or District reorganization, or to a comparable position if one is available for which the employee is qualified, as determined by the General Manager/Designee.

f. **Military Leave**

Qualifying employees shall be allowed a military leave of absence in accordance with state and federal law.

g. **School Activity Leave**

As provided by Labor Code ~~S~~section 230.8, an employee who is a parent, guardian, ~~stepparent, foster parent, or~~ grandparent, ~~or who stands in loco parentis~~ of one ~~(1)~~ or more children shall be entitled to a maximum leave of forty (40) hours per calendar year, not to exceed ~~eight (8)~~ hours in any calendar month, to ~~find, enroll, or reenroll his/her child or grandchild in a school or with a licensed child care provider, or to~~ participate in activities of the school or licensed day care provider of any of his/~~or~~ her children or grandchildren. ~~An eligible employee may also utilize this leave to address a child care provider or school emergency, if the employee gives notice to his/her Department Head, without the eight (8) hour monthly maximum.~~ The employee shall use existing vacation, personal leave, compensatory time off, or time off without pay to participate in school activities upon giving reasonable advance notice to his/her ~~D~~epartment ~~H~~ead. Such advance notice shall be submitted in writing and on the proper form prescribed by the District. Upon request, the employee shall provide documentation from the school or licensed day care facility as proof that he/~~or~~ she participated in school or licensed day care facility activities on a specific date and at a specific time.

h. **Sick Leave**

A. Application of California's Paid Sick Leave Law

In accordance with California's Paid Sick Leave law, all employees may use the first ~~three (3)~~ days or ~~twenty-four (24)~~ hours of accrued paid sick leave in a ~~twelve (12)~~-month period for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Child ~~of any age or dependency status~~ (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.);
 - Spouse or Registered Domestic Partner;
 - Parent or Parent-in-Law (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.);
 - Grandparent;
 - Grandchild;
 - Sibling.
- ~~For an employee who is~~To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking ~~to i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child, or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety,~~ with appropriate certification of the need for such services:

B. Temporary Employees and Part-Time Employees Who Work Less Than 20 Hours Per Week

Pursuant to California's Paid Sick Leave Law, temporary and part-time employees who have been employed for at least thirty (30) days, other than retired annuitants, are entitled to begin accruing paid sick leave on the first date of employment and can begin using paid sick leave on the 90th day of employment under the following conditions.

- An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked.
- An employee is ~~only~~ allowed to use up to a maximum of three (3) days or twenty-four (24) hours of paid sick leave in a twelve (12)-month period.
- An employee can only accrue paid sick leave up to a cap of six (6) work days or forty-eight (48) hours, whichever is greater, ongoing. Any unused accrued paid sick leave does carryover year to year while continuously employed.
- An employee shall provide reasonable advance notification of ~~their~~-his/her need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to ~~their~~-his/her supervisor as soon as is practicable.
- An employee who uses paid sick leave must do so with a minimum increment of two (2) hours of sick leave.
- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.
- If an employee separates from District employment and is re-hired by the District within one (1) year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if the rehired employee had not yet worked the requisite ninety (90) days of employment to use paid sick leave at the time of separation, the employee must still satisfy the ninety (90) days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.

C. Full-Time Employees and Part-Time Employees Who Work 20 or More Hours Per Week

Sick leave with pay shall be granted by the District at the rate of eight (8) hours for each full calendar month of service for all full-time employees or for part-time employees working twenty (20) or more hours per week as otherwise designated in Exhibit D of these Terms and Conditions of Employment. Retired annuitants are not eligible for sick leave. ~~Sick leave is not a privilege or right which employees may use at their discretion.~~

Each calendar year, up to one-half of an employee's annual accrued paid sick leave can be used for any reason as noted in Section A of this policy in accordance with California's Paid Sick Leave Law and Labor Code section 233. Any additional paid sick leave provided by the District in that calendar year can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

In order to receive compensation for work time lost due to sickness, the employee shall notify his/her immediate supervisor prior to the time set for commencement of his/~~or~~-her work shift, or as may be specified by the Department Head. Failure to do so without good reason ~~shall~~-may result in that day of absence treated as a leave of absence without pay. After an employee has used one-half of their annual accrued paid sick leave in a calendar year, for any absence of three (3) days or less, a physician's certificate may be required. For absences of more than three (3) days, and prior to returning to work, the

employee shall file with the Personnel Office a verification from a licensed health care provider, or other evidence satisfactory to the District, confirming the need for the time off and releasing the employee to return to work without restriction.

On or about December 1st of each year, the sick hours accrued, but not used, during the preceding year will be transferred to an accumulated or qualification account. After an employee has accumulated two hundred forty (240) hours of sick leave in this account, the employee will be eligible to receive a ~~for~~ cash payout ~~in lieu~~ of unused sick leave. The maximum amount of sick leave an employee may accrue is four hundred (400) hours and payment for such accrued and unused sick leave will be as follows:

- (1) Employees who have accrued more than two hundred forty (240) hours, but fewer than four hundred (400) hours of sick leave:

During the month of December, employees who have fewer than four hundred (400) hours of accrued sick leave as of December 1, will receive a cash payment at the employee's then hourly rate of pay for three-quarters (3/4) of any current accrued sick leave accumulated in their account, which exceeds the two hundred forty (240) hour qualification level.

- (2) Employees who have accrued more than four hundred (400) hours of sick leave:

In December of each year, if it is determined by the Finance Department that an employee will still have an excess of four hundred (400) hours of accrued sick leave following the sick leave buyout, the employee will then receive a cash payment of 100% of the employee's current accrued and unused sick leave accumulated in excess of four hundred (400) hours at the employee's then hourly rate of pay.

- (3) Employees who have accrued over four hundred (400) hours as of October 31, 2011:

Those employees who, as of October 31, 2011, have an accrued sick leave balance in excess of four hundred (400) hours are exempted from this provision at this time and the accrued sick leave they have accumulated will remain in their accounts. However, in December of each year, those employees will receive a cash payment at the employee's then hourly rate of pay for all sick leave that the employee has accrued that calendar year as long as they have an excess of four hundred (400) hours of accumulated sick leave.

In subsections (1-3) above, the employee also has the option of placing such funds in his/her deferred compensation account or 401-A plan account, pursuant to state and federal deferred compensation limits and regulations.

The remaining one-quarter (1/4) of the current sick leave over the two hundred forty (240) hour but less than the four hundred (400) hour qualification level will then be placed in the long-term sick leave account and will not be considered in any future annual sick leave cash in lieu payment payout under the preceding paragraph.

- a. Upon termination of employment with the District, employees shall be entitled to a sick leave payoff, based upon a percentage of the qualification account as defined above, as follows; provided, however, that in all events, as consideration for personal leave provided under subsection (i), below, the first twenty-four (24) hours of any accrued sick leave shall be paid out at one hundred percent (100%):

1)	Termination by the District	25%
2)	Voluntary Resignation	50%
3)	Death of the Employee	100%
4)	Retirement Options:	

A.	Cash payoff	100%
B.	Placement in deferred compensation account	100%
C.	Retirement Service Credit	100%
D.	Placement in preauthorized 401-A plan account	100%

- b. The District shall maintain all sick leave records and shall make the determination for annual cash ~~in-lieu~~ and all other payments.
- c. Upon retirement the employee may elect to receive a cash payoff, defer the cash payoff up to the maximum amount allowable by law into the employee's deferred compensation account and/or place funds in 401-A plan account in accordance with the employee's pre-authorized final pay election.
- d. The employee may also elect to receive CalPERS retirement service credit with the unused and accrued sick leave hours in lieu of receiving financial compensation.
- e. Upon the death of an employee, sick leave shall be paid in full to the employee's beneficiary.

Except as provided otherwise in this section, employees do not receive compensation for any unused, accrued paid sick leave ~~and-at~~ the time of separation of employment, except that up to twenty-four (24) hours of accrued sick leave shall be payable at separation of employment as consideration for the personal leave provided in Section I, below. However, if an employee is re-hired with the District within twelve (12) months of the previous separation of employment, the District will reinstate up to six (6) days or forty-eight (48) hours of previously accrued but unused paid sick leave at the time of re-hire to the extent such amount was not otherwise cashed out as provided in this section.

i. **Personal Leave**

Up to twenty-four (24) hours of accrued annual sick leave may be used for personal leave in increments of less than eight (8) hours with the prior approval of the employee's Department Head. Personal leave requests for a duration of eight (8) hours or more may be granted upon approval of the Department Head and the General Manager or designee. Additional personal leave in excess of the twenty-four (24) hour maximum is subject to the approval of the General Manager/Designee.

j. **Vacation Leave**

All full-time employees shall accrue paid vacation leave as provided herein. Vacation leave shall accrue on a monthly basis and shall be prorated when an employee begins or terminates employment in the middle of a month.

1. Employees shall be granted annual vacation leave at a minimum rate of eighty (80) hours per year during the first year of employment upon completion of six (6) consecutive months' service. Thereafter, the employee shall accrue vacation at the rate of eight (8) additional hours per year-month for each full year of employment to a maximum of two hundred (200) hours per year for employees hired on or before August 1, 2017. Employees hired after August 1, 2017 shall accrue vacation at a rate of eight (8) additional hours per year-month for each full year of employment to a maximum of one hundred sixty (160) hours per year.

~~4.~~ Each employee's maximum accrual shall be limited to 250 hours.

~~Starting December 2017 — maximum accrual shall be 600 hours~~

~~Starting December 2018 — Maximum accrual shall be 400 hours~~

~~Starting December 2019 and thereafter — Maximum accrual shall be 250 hours~~

2. During the last pay period of the calendar year, the hours in excess of the maximum accrual will be placed in the employee's 401-A plan account at the employee's then hourly rate of pay.

If the employee does not want those funds to be placed in the 401-A plan account, the employee must either use the hours in excess of the maximum accrual or, prior to the end of the previous calendar year, follow the stipulated procedures of the Vacation Pay In Lieu Program.

3. Under special circumstances, the General Manager/Designee may allow an employee the use of forty (40) hours vacation after six (6) months of employment, and may authorize the advance of vacation hours earned or may approve accrual in excess of the maximum allowed provided the employee submits a written request.
4. The needs of the District and the needs of the employee will be considered in the scheduling of vacation time. Vacation schedules shall be developed by employees, based on the needs of the District. Changes to approved vacations must be authorized by the Department Head and/or General Manager/Designee.
5. Requests for vacation must be submitted ~~in writing and~~ in advance of the proposed vacation date.
6. Employees submitting a Vacation Pay in Lieu Request must comply with the provisions of the approval process and shall maintain a minimum balance of forty (40) hours of accrued vacation before such request may be considered.
7. At termination of employment, including [discharge](#), retirement, voluntary resignation, [layoff](#), or death of the employee any earned but unused vacation credit will be paid in a lump sum to the employee, deposited into the employee's deferred compensation account at his/~~er~~her then hourly rate of pay or placed in a 401-A plan account in accordance with the employee's final pay election. The Accounting Department shall keep a detailed record of such earned vacation time.

6. Pension Plan

The District participates in the Federal Social Security System and is a member of the California Public Employees Retirement System ("[CalPERS](#)"). Effective January 1, 2003, the Social Security reimbursement benefit is hereby limited to qualifying employees of record as of that date or as may otherwise be approved by the General Manager.

Qualifying employees of the District shall be enrolled as members of [CalPERS](#) in accordance with applicable law. Eligibility of an employee's [CalPERS](#) retirement benefit formula is determined generally by hire date and subject to the provisions and restrictions of the [Public Employees Retirement Law \("PERL"\)](#) and the District's contract with [CalPERS](#). According to [CalPERS](#) statutes, in order to be vested in the [CalPERS](#) retirement plan as a "Classic Member", an employee must [have become enrolled in CalPERS or other public retirement plan with reciprocity before January 1, 2013](#)~~be age 50~~

~~and have completed at least five (5) years of continuous full-time employment with the District or another PERS member agency.~~ For employees defined as "New Members" under the Public Employees Pension Reform Act of 2013 ("PEPRA") ~~of 2013~~ and related ~~to~~ PERL amendments, in order to be vested in the CalPERS retirement plan, an employee must have become enrolled in CalPERS for the first time on or after January 1, 2013, at least age 52 and have completed a minimum of five (5) years of service with the District or another PERS member agency.

To be eligible for a CalPERS retirement with District medical benefits, in addition to the CalPERS vesting requirements, the employee must also meet the District's vesting requirements as stipulated in the District's Retiree Medical Vesting Schedule (Exhibit C).

All District employees, classified as Classic Members under the PERL, will be responsible for full payment of the "employee portion" of the District's CalPERS retirement cost, which shall be based upon the retirement formula held by the individual employee. Effective July 1, 2021, and each year thereafter, employee contributions to CalPERS costs shall increase by one-percent (1%). The employee contributions shall not exceed fifty-percent (50%) of the plans' total normal cost.

CalPERS members classified as "New Members" under the PERL, shall pay fifty-percent (50%) of the normal retirement cost as currently set forth by the CalPERS actuarial valuation prepared annually by the CalPERS actuary staff and will be responsible for any future increased payments as determined by the same process.

7. Tuition Reimbursement

The District shall reimburse employees up to a maximum of ~~-\$6,700.00~~ \$8,500.00 per calendar year for the cost of tuition, registration, books, parking, and other related educational fees when completing job related professional improvement courses provided that:

- a. The employee has obtained the prior approval of his/her Department Head and the General Manager or designee.
- b. The employee receives a minimum grade of "B" and submits proof thereof. If the final course grade is a "C" and proof is submitted thereof, the employee shall receive 75% of the allowed refundable amount. Any grade lower than a "C" shall not qualify for any reimbursement.
- c. The course work is not generally a requirement to fulfill the minimum educational requirements of the employee's position.
- d. The employee must submit the estimated tuition cost in writing to his/her Department Head by March prior to the upcoming fiscal year.

If a mid-management employee is interested in registering for job related professional courses, but is unable to pay the tuition fees at the time of registration due to financial hardship, the employee may submit a written request to the District to pay the employee's fees and, pursuant to written agreement prepared by the District and signed by the employee, pledge his/her ~~accrued vacation and/or sick~~ leave hours as collateral until the successful completion of the course(s). Participants must have enough accrued sick leave and vacation time available at leave at the time the request is made to guarantee payment of the tuition if a satisfactory grade is not received, ~~r~~ if termination of employment occurs, or if the employee does not complete the course.

Specific approval for college level courses outside of the traditional classroom instructional setting must be authorized by the General Manager/Designee.

Courses must be taken on an employee's own time.

The employee will not be reimbursed for training the employee has already received.

If an employee resigns or is terminated for any reason prior to completing a course and/or receiving a grade, there shall be no obligation on the part of the District to reimburse any part of the expense.

Upon successful completion of the course, in order to receive reimbursement, it shall be the responsibility of the employee to provide a copy of the official grade report and receipts for payment of approved reimbursable expenses.

C. Severability:

If any portion of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

EXHIBIT A

Position Classification

Position

Administrative Services Accounting Manager	Exempt	
Civil Engineering Supervisor	Exempt	
Conservation & Special Projects Manager	Exempt	
Customer Service Manager	Exempt	
Production Manager & Storage Supervisor		Exempt
Engineering Manager & Production Superintendent	Exempt	
Field Manager/DOT	Exempt	
Field Superintendent	Exempt	
Finance Manager	Exempt	
Safety/Risk Manager	Exempt	
General Services/ Purchasing Supervisor & Procurement Manager		Non-
Exempt		
Human Resources/Risk Management Coordinator	Non-Exempt	
Production & Storage Supervisor	Non-Exempt	
Field Supervisor	Non-Exempt	
Construction Inspection Supervisor/DOT	Non-Exempt	

The District shall conduct a salary survey in March of ~~2020~~ 2023 for the above positions. Salary ranges shall be adjusted in accordance with the market average using predesignated water agencies for salary survey information and such other reliable data as may be available to the District. If any District salary range proves to be compensated at a range higher than the market average as determined by the District, no adjustment shall be made. If, however, a salary range change is determined to be appropriate, all changes shall be implemented according to the parity adjustment schedule.

EXHIBIT B

**WALNUT VALLEY WATER DISTRICT
MID MANAGEMENT EMPLOYEES
PARITY ADJUSTMENT INCREASES
FOR TERMS & CONDITIONS OF EMPLOYMENT
PERIOD ENDING JUNE 30, 2023**

CLASSIFICATION	DEVIANCE FROM MARKET ANALYSIS	NET MARKET ADJUSTMENTS		
		7/1/20	7/1/21	7/1/23
Customer Service Manager	<7.0%>	2.5%	2.5%	2%
Civil Engineering Supervisor	<6.0%>	2%	2%	2%

EXHIBIT C

**WALNUT VALLEY WATER DISTRICT
MID MANAGEMENT EMPLOYEES
RETIREE MEDICAL INSURANCE BENEFITS
VESTING SCHEDULE**

GROUP A - District Contribution for Employees on Payroll as of February 28, 1989

For employees who were on the District's payroll as full-time employees as of February 28, 1989, and who retire with a vested pension benefit, the District will provide the fully paid retiree medical insurance coverage premium for the employee, his/her spouse, and dependents as shown on District records at the time of the employee's retirement. This will include reimbursement of payment for Medicare Option B for both the retiree and his/her eligible spouse upon the attainment of age 65 and after submitting verification to the District of official enrollment in Medicare Option B.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP B - District Contribution for Employees Hired on or after March 1, 1989

For employees who were hired on or after March 1, 1989, who retire with a vested pension benefit and who have worked for the district a minimum of five (5) consecutive years prior to retirement, the District will provide the fully paid medical insurance coverage premium for the for the employee. Coverage for the retiree's spouse as shown on the District records at the time of the employee's retirement will be offered under the following vesting schedule of service to the District:

Years of Service:	Percentage of Spousal Coverage:
10	50%
15	75%
20	100%

This will include reimbursement of Medicare Option B for both the employee and his/her eligible spouse upon the attainment of age 65 and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the employee may elect to continue spousal and/or dependent coverage on a voluntary contribution basis for all other medical coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped it may not be reinstated at any time in accordance with the rules of the health plan providers.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP C – District Contribution for Employees Hired on or after July 1, 2005

For employees hired on or after July 1, 2005, who retire from the District with a vested pension benefit, who have worked a minimum of 10 full time (or the equivalent) consecutive years prior to retirement, and who are at least age 50 at the time of retirement, the District will provide the fully paid medical insurance coverage premium for the for the employee. Coverage for the retiree's spouse as shown on the District records at the time of the employee's retirement will be offered under the following vesting schedule of service to the District:

Years of Service	Percentage of Spousal Coverage:
10	50%
15	75%
20	100%

This will include reimbursement of Medicare Option B for both the employee and his/her eligible spouse upon the attainment of age 65 and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the employee may elect to continue spousal and/or dependent coverage on a voluntary contribution basis for all other medical coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped it may not be reinstated at any time in accordance with the rules of the health plan providers.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP D – District Contribution for Employees Hired on or after July 1, 2014

For employees hired on or after July 1, 2014, who retire from the District with a vested pension benefit, who have worked for the District a minimum of twenty (20) consecutive years prior to retirement, who are at least age 52, the District will provide 100% retiree only coverage premium of the least cost health, dental and vision plans on District record at the time of the employee's retirement. For employees who are at least age 52, but have worked and retire from the District after 25 years of consecutive service to the District prior to retirement, the District will provide 100% retiree only coverage premium of any of the District plans offered at the time of the employee's retirement.

Upon reaching age 65, the retiree will be required to sign up for Medicare, which includes Options A and B. No reimbursement will be provided for any costs associated with that mandatory coverage and no other health care costs, fees, charges, or taxes will be covered or reimbursed.

If, at the time of retirement, the employee wishes to continue coverage of his/her spouse as shown on District record at the time of retirement and/or eligible dependents, coverage for such spouse and/or dependents will be at the employee's sole cost. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

ADDENDUM TO EXHIBIT C

Two Examples of Retiree Coverage (Based upon 2021 Premiums):

Example 1: Employee A is eligible for 100% coverage for retiree and, 75% coverage for their spouse, ~~and does not elect to include full family coverage.~~

Coverage	Single	Two-Party	Family
Medical	\$809.69	\$1,619.37	\$2,145.67
Dental	—46.23	—94.11	—164.17
Vision	—24.40	—24.40	—24.40
Retiree Coverage	\$880.32	\$ 1,737.88	\$2,334.24
		—(880.32)	
		\$—857.56	
Spousal Coverage 75%		\$—(643.17)	
Retiree Obligation		\$—214.39	

Example 2: Employee A retires with 100% coverage for Retiree and 50% coverage for Spouse and elects full family coverage to include dependents:

Coverage	Single	Two-Party	Family
Medical	\$809.69	\$1,619.37	\$2,145.67
Dental	—46.23	—94.11	—164.17
Vision	—24.40	—24.40	—24.40
Retiree Coverage	\$880.32	\$ 1,737.88	\$2,334.24
			—880.32
			—1,453.92
Spousal Coverage 50%			\$ (428.78)
Retiree Obligation			\$1,025.14

Coverage	Single	Two-Party	Family (if elected)
Medical	\$ 809.69	\$ 1,619.37	\$ 2,145.67
Dental	\$ 46.23	\$ 94.11	\$ 164.17
Vision	\$ 24.40	\$ 24.40	\$ 24.40
Total Premiums	\$ 880.32	\$ 1,737.88	\$ 2,334.24
-	-	\$ (880.32)	\$ (880.32)
-	-	\$ 857.56	\$ 1,453.92
Spousal Coverage 75%	-	\$ (643.17)	\$ (643.17)
Retiree Obligation	-	\$ 214.39	\$ 810.75

Exhibit D

**WALNUT VALLEY WATER DISTRICT
BENEFITS GUIDELINE FOR PART-TIME ACTIVE AND RETIRED EMPLOYEES
MID-MANAGEMENT**

Accrued Leaves:

Leave	Percentage of Full Time Hours (Hours)					
	100 (40)	90 (36)	80 (32)	60 (24)	50 (20)	<50 (20)
Vacation	100	90	75	50	25	0
Sick*	100	90	75	50	25	1 Hour for Every 30 Hours Worked
Holiday	100	90	75	50	25	0
Bereavement	100	90	75	50	25	0

*Note:

Pursuant to California’s Paid Sick Leave Law (AB 1522) and the sick leave provisions of these Terms and Conditions of Employment, temporary employees and part-time employees working less than 20 hours per week are entitled to begin accruing one hour of sick leave for every thirty (30) hours worked and may begin using their accrued sick leave on the 90th day of employment. Part-time employees working greater than twenty (20) hours per week are subject to the leave benefits guidelines outlined above.

Retired annuitants employed by the District are not eligible for any of these accrued leaves.

Cost of Living Adjustments:

Base salaries used for calculating hourly pay rates shall be adjusted annually in accordance with the Terms and Conditions of Employment for the Mid-Management Employees Unit.

Partial Service Retirements Only:

On June 24, 2008, following Board approval, the CalPERS Partial Service Retirement was included as one of the Class 3 benefit options for District employees. An employee must receive prior approval from the District and CalPERS in order to be eligible for this benefit.

Health/Life Insurance:

Benefits will be provided to employees/retirees in accordance with Section B-3 Health/Life insurance of the Mid-Management Terms and Conditions of Employment and Exhibit C – Mid-Management Retiree Medical Insurance Benefits Vesting Schedule.

WALNUT VALLEY WATER DISTRICT



TERMS AND CONDITIONS OF EMPLOYMENT

Effective July 1, 2020 through June 30, 2023

EXECUTIVE STAFF

A Resolution of the Board of Directors of the
Walnut Valley Water District formalizing its
Labor Policy for Executive Staff Employees

WHEREAS, Executive Staff Employees of the Walnut Valley Water District filling Executive Staff positions listed on Exhibit A are not represented by an employee organization;

NOW, THEREFORE, BE IT RESOLVED, that the Executive Staff of the Walnut Valley Water District shall operate under the same provisions of and be entitled to the same benefits as in the Mid-Management Terms and Conditions of Employment with the exception that the Executive Staff employees receive an additional two (2) days of Administrative Leave per fiscal year and have separate Exhibits A through D attached to these Terms and Conditions of Employment.

EXHIBIT A

Position Classification

Position

Assistant General Manager/ Chief Engineer	Exempt
Director of Administrative Services	Exempt
Director of Engineering and Planning	Exempt
Director of External Affairs	Exempt
Director of Human Resources and Risk Management	Exempt
Director of Operations	Exempt
Director of Finance	Exempt
Executive Secretary/ Secretary to the Board of Directors	Exempt
General Manager/Chief Civil Engineer	Exempt

EXHIBIT B

There were no parity adjustments for the three (3)-year contract period between July 1, 2017-2020 through June 30, 2020-2023.

EXHIBIT C

**WALNUT VALLEY WATER DISTRICT
EXECUTIVE STAFF EMPLOYEES
RETIREE MEDICAL INSURANCE BENEFITS
VESTING SCHEDULE**

GROUP A - District Contribution for Employees on Payroll as of February 28, 1989

For employees who were on the District's payroll as full-time employees as of February 28, 1989, and who retire with a vested pension benefit, the District will provide the fully paid retiree medical insurance coverage premium for the employee, his/her spouse, and dependents as shown on District records at the time of the employee's retirement. This will include reimbursement of payment for Medicare Option B for both the retiree and his/her eligible spouse upon the attainment of age 65 and after submitting verification to the District of official enrollment in Medicare Option B.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP B - District Contribution for Employees Hired on or after March 1, 1989

For employees who were hired on or after March 1, 1989, who retire with a vested pension benefit and who have worked for the district a minimum of five (5) consecutive years prior to retirement, the District will provide the fully paid medical insurance coverage premium for the ~~for the~~ employee. Coverage for the retiree's spouse as shown on the District records at the time of the employee's retirement will be offered under the following vesting schedule of service to the District:

Years of Service:	Percentage of Spousal Coverage:
5	50%
10	75%
15	100%

This will include reimbursement of Medicare Option B for both the employee and his/her eligible spouse upon the attainment of age 65 and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the employee may elect to continue spousal and/or dependent coverage on a voluntary contribution basis for all other medical coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP C – District Contribution for Employees Hired on or after July 1, 2005

For employees hired on or after July 1, 2005, who retire from the District with a vested pension benefit, who have worked a minimum of five (5) full time (or the equivalent) consecutive years prior to retirement, and who are at least age fifty (50) at the time of retirement, the District will provide the fully paid medical insurance coverage premium for the ~~for the~~ employee. Coverage for the retiree's spouse as shown on ~~the~~ District records at the time of the employee's retirement will be offered under the following vesting schedule of service to the District:

Years of Service	Percentage of Spousal Coverage:
5	50%
10	75%
15	100%

This will include reimbursement of Medicare Option B for both the employee and his/her eligible spouse upon the attainment of age sixty-five (65) and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the employee may elect to continue spousal and/or dependent coverage on a voluntary contribution basis for all other medical coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA/JPIA or the District's health care provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP D – District Contribution for Employees Hired on or after July 1, 2014

For employees hired on or after July 1, 2014, who retire from the District with a vested pension benefit, who have worked for the District a minimum of twenty (20) consecutive years prior to retirement, who are at least age fifty-two (52), the District will provide 100% retiree only coverage premium of the least cost health, dental and vision plans on District record at the time of the employee's retirement. For employees who are at least age fifty-two (52), but have worked and retire from the District after twenty-five (25) years of consecutive service to the District prior to retirement, the District will provide 100% retiree only coverage premium of any of the District plans offered at the time of the employee's retirement.

Upon reaching age 65, the retiree will be required to sign up for Medicare, which includes Options A and B. No reimbursement will be provided for any costs associated with that mandatory coverage and no other health care costs, fees, charges, or taxes will be covered or reimbursed.

If, at the time of retirement, the employee wishes to continue coverage of his/her spouse as shown on District record at the time of retirement and/or eligible dependents, coverage for such spouse and/or dependents will be at the employee's sole cost. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any co-payment obligation in arrears for a period of ten (10) days longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing co-payments in arrears for full-time employees. Once coverage is dropped, it may not be reinstated at any time in accordance with the rules of the health plan providers.

ADDENDUM TO EXHIBIT C

Two Examples Of Retiree Coverage (Based upon 2017-2021 Premiums):

Example 1: Employee A is eligible for 100% coverage for retiree and, 75% coverage for their spouse, and does not elect to include full family coverage.

Coverage	Single	Two-Party	Family
Medical	\$769.37809.69	\$1,566.831,619.37	\$2,106.072,145.67
Dental	—46.23	—94.11	—164.17
Vision	—24.40	—24.40	—24.40
Retiree Coverage	\$840.00880.32	\$ 1,685.341,737.88	\$2,294.642,334.24
		—(840.00880.32)	
		\$—845.34857.56	
Spousal Coverage 75%		\$—(634.01643.17)	
Retiree Obligation		\$—211.34214.39	

Example 2: Employee A retires with 100% coverage for Retiree and 50% coverage for Spouse and elects full family coverage to include dependents:

Coverage	Single	Two-Party	Family
Medical	\$769.37809.69	\$1,566.831,619.37	\$2,106.072,145.67
Dental	—46.23	—94.11	—164.17
Vision	—24.40	—24.40	—24.40
Retiree Coverage	\$840.00880.32	\$ 1,685.341,737.88	\$2,294.642,334.24
		—840.00	—880.32
		\$—845.34	—1,453.92
Spousal Coverage 7550%		\$—(422.67)	\$—(422.67428.78)
Retiree Obligation			\$1,031.971,025.14

Coverage	Single	Two-Party	Family (if elected)
Medical	\$ 809.69	\$ 1,619.37	\$ 2,145.67
Dental	\$ 46.23	\$ 94.11	\$ 164.17
Vision	\$ 24.40	\$ 24.40	\$ 24.40
Total Premiums	\$ 880.32	\$ 1,737.88	\$ 2,334.24
-	-	\$ (880.32)	\$ (880.32)
-	-	\$ 857.56	\$ 1,453.92
Spousal Coverage 75%	-	\$ (643.17)	\$ (643.17)
Retiree Obligation	-	\$ 214.39	\$ 810.75

EXHIBIT D

**WALNUT VALLEY WATER DISTRICT
PARTIAL SERVICE RETIREMENT/MODIFIED WORK SCHEDULE
BENEFITS GUIDELINE FOR EXECUTIVE STAFF EMPLOYEES**

Accrued Leaves:

Leave	Percentage of Full Time Hours (Hours)					
	100 (40)	90 (36)	80 (32)	60 (24)	50 (20)	<50 (20)
Vacation	100	90	75	50	25	0
Sick	100	90	75	50	25	1 Hour for Every 30 Hours Worked
Administrative	100	90	75	50	25	0
Holiday	100	90	75	50	25	0

*Note: Pursuant to California's Paid Sick Leave Law (AB 1522) and the sick leave provisions of these Terms and Conditions of Employment, temporary employees and part-time employees working less than 20 hours per week are entitled to ~~begin accruing~~ accrue one (1) hour of sick leave for every thirty (30) hours worked beginning on the first date of employment and may begin using their accrued sick leave on the 90th day of employment. Part-time employees working greater than twenty (20) hours per week are subject to the leave benefits guidelines outlined above.

Retired annuitants employed by the District are not eligible for any of these accrued leaves.

Cost of Living Adjustments:

Base salaries used for calculating hourly pay rates shall be adjusted annually in accordance with the Terms and Conditions of Employment for Mid-Management and Executive Staff.

Partial Service Retirements Only:

On June 24, 2008, following Board approval, the CalPERS Partial Service Retirement was included as one of the Class 3 benefit options for District employees. An employee must receive prior approval from the District and CalPERS in order to be eligible for this benefit.

Health/Life Insurance:

Benefits will be provided to employees/retirees in accordance with Section B.3. Health/Life Insurance in the Mid-Management Terms and Conditions of Employment and Exhibit C Executive Staff Retiree Medical Insurance Benefits Vesting Schedule.