



# **WALNUT VALLEY WATER DISTRICT**

## **TERMS AND CONDITIONS OF EMPLOYMENT**

Effective July 1, 2023 through June 30, 2027

### **GENERAL EMPLOYEES UNIT**

**GENERAL EMPLOYEES UNIT TERMS AND CONDITIONS OF EMPLOYMENT**  
**Changes for July 1, 2023 - June 30, 2027**

<b>Section No.</b>	<b>Revisions (if applicable)</b>
Article 1 - Purpose	Minor language cleanup
Article 2 - Term	Attorney recommended language changes
Article 3 - Employee Rights	Minor language cleanup
Article 4 - Employee Representatives Release Time	No Change
Article 5 - Use of District Facilities	No Change
Article 6 - Use of Bulletin Boards	No Change
Article 7 - Time Off to Meet and Confer	No Change
Article 8 - Pay Period	Minor language cleanup
Article 9 - Work Week	Attorney recommended language changes
Article 10 - Overtime Provisions	Attorney recommended language changes  Provides clarifying language regarding payout of compensatory time
Article 11 - Call Back Compensation	Minor language clarification
Article 12 - Probationary Period	Minor language clarification
Article 13 - Performance and Development Plans/Step Adjustments	Minor language cleanup
Article 14 - Management Rights	No Change
Article 15 - Promotions, Demotions, and Transfers	Minor language cleanup
Article 16 - Holidays	Attorney recommended language changes  Provides clarifying language regarding payout of approved paid holidays
Article 17 - Vacation	Minor language cleanup
Article 18 - Sick Leave Provisions	Attorney recommended language clarification for "Designated person"  Minor language cleanup
Article 19 - Personal Leave Provisions	No Change
Article 20 - Leave of Absence	ACWA JPIA recommended language changes
Article 21 - Unexcused Absence	Minor language clarification
Article 22 - Insurance	ACWA JPIA recommended language clarification for employee and retiree medical coverage

**GENERAL EMPLOYEES UNIT TERMS AND CONDITIONS OF EMPLOYMENT**  
**Changes for July 1, 2023 - June 30, 2027**

<b>Section No.</b>	<b>Revisions (if applicable)</b>
	Language cleanup and other attorney recommended language changes.
Article 23 - Pension Plan	Removes language regarding Classic Members 3% increase in employee contribution to CalPERS.  Language addition specifying 5% differential for employees receiving and maintaining a valid California Class A or B driver's license.  Language cleanup and other attorney recommended language changes.
Article 24 - Social Security and Medicare	Added language to clarify employees' responsibility for Social Security Medicare funding
Article 25 - Deferred Compensation	No Change
Article 26 - Education and Tuition Reimbursement	Minor language cleanup
Article 27 - Industrial Injury	Minor language cleanup
Article 28 - Mileage Reimbursement/Use of Personal Vehicles	Minor language cleanup
Article 29 - Termination of Service	No Change
Article 30 - Grounds for Disciplinary Action	Language cleanup and other attorney recommended language changes.
Article 31 - Procedures for Taking Disciplinary Action	Attorney recommended language changes
Article 32 - Employee Grievance Procedure	Language cleanup and other attorney recommended language changes.
Article 33 - Uniforms and Dress Code	Increase of boot allowance from \$200 to \$250  Minor language cleanup
Article 34 - Standby Pay	Increase of Standby Pay from \$40 to \$70 per day Monday-Friday and from \$60 to \$90 per day on weekends and holidays
Article 35 - Use of District Vehicles	Language cleanup and other attorney recommended language changes.
Article 36 - District Rights	No Change
Article 37 - Exclusion of Temporary, Part-Time or Seasonal Employees	No Change
Article 38 - Emergency Meal Provision	Minor language cleanup
Article 39 - Certification Pay	Addition of certification pay for SWRCB Treatment Grade 1 and Grade 2  Addition of certification pay for Backflow certifications

**GENERAL EMPLOYEES UNIT TERMS AND CONDITIONS OF EMPLOYMENT**  
**Changes for July 1, 2023 - June 30, 2027**

<b>Section No.</b>	<b>Revisions (if applicable)</b>
	Addition of certification pay for Water Quality Laboratory Analyst certifications
Article 40 - Wages	Proposes cost of living allowances of:  July 1, 2023- 3% January 1, 2024- 2% January 1, 2025- 2% January 1, 2026- 2% January 1, 2027- 4%  Minor language cleanup
Article 41 - 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 four-year agreement period
Exhibit C - Retiree Medical Insurance Benefits Vesting Schedule	ACWA JPIA recommended language changes for retiree medical coverage  Removed Addendum to Exhibit C  Minor language cleanup
Exhibit D - Benefit Guideline for Part-Time Active and Retired Employees of the General Employees Unit (GEU)	No Change

**ARTICLE 1 – Purpose**

These terms and conditions of employment ("Terms and Conditions") set forth the terms and conditions of employment for the General Employees Unit (GEU) of the Walnut Valley Water District ("District"), whose job classifications are listed in Exhibit A attached hereto.

**ARTICLE 2 – Term**

Except as to those Articles and provisions that expressly provide otherwise, these Terms and Conditions shall become effective upon approval by the District's Board of Directors become effective the first day of the July 1, 2023 pay period, or as soon as reasonably possible, and shall remain in effect through the last full pay period in June 2027.

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 Walnut Valley Water District or the GEU shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of they/them/their 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 (9/80) are paid every other Friday for the two (2) weeks ending at 10:59 am 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 11:59 pm 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 GEU 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 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.. The General Manager/Designee may designate a different workweek for an appropriate category of District employees so long as the new workweek is intended to be permanent in nature (i.e., indefinite duration, with no present intention to change on a given future date) for certain GEU 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. An 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

A non-exempt employee may be eligible to receive overtime compensation for all hours of work performed in excess of the number of hours established as full-time service for the employee's designated workweek. The General Manager or the Department Head (or their designee) must approve overtime work prior to the work being performed. 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 compensation owed to the employee. 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.

In place of overtime compensation, nonexempt employees may also select the option of accruing compensatory time off at one-and-one half (1½) times the actual hours of overtime worked in accordance with the Fair Labor Standards Act (FLSA) and applicable regulations. Such compensatory time accrued cannot exceed a maximum of sixty (60) hours per year and will be paid out to the employee by December 31<sup>st</sup> if not used by the end of the calendar year when the compensatory time was earned.

An employee wishing to use they/them/their accumulated compensatory time must provide reasonable notice to they/them/their 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, and employees will be entitled to minimum call back compensation of at least two (2) hours for each call back occurrence. If a call back results in an employee working in excess of forty (40) hours of they/them/their designated workweek, the employee shall be paid at the rate of one-and-one-half (1½) times they/them/their regular rate of pay for the excess overtime hours worked.

On-call/standby 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, and will be entitled to a minimum of thirty (30) minutes of compensation, paid at their hourly rate of 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 has been on leave.

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

## ARTICLE 13 – Performance and Development Plans/Step Adjustments

### Performance and Development Plans

Employee performance and development plans 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 they/them/their 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 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 they/them/their 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

District employees receive three (3) floating holidays. These floating holidays can be used, upon prior approval of the employee's Supervisor/Department Head, 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 can be used for other leave 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) hours will be paid out to the employee by December 31<sup>st</sup>.

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 pay employees would otherwise receive for working on a District holiday (one-and-one-half (1½) times their base hourly rate for each hour worked) detailed above. If working a holiday results in an employee working in excess of forty (40) hours in they/them/their designated workweek, the employee shall be paid overtime compensation for all excess hours worked at a rate of one-and-one-half (1½) times they/them/their 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 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/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.

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, must have, prior to the **end of** the previous calendar year, followed 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 in the Vacation Pay in Lieu Program 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 they/them/their 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;
  - Designated person, which means a person identified by the employee at the time the employee requests paid sick leave. Such designated person may be limited to one person per 12-month period for paid sick days.
- For an employee who is 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 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 they/them/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 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.

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 they/them/their immediate supervisor prior to the time set for commencement of they/them/their work shift, or as may be specified by the Department Head. Failure to do so without good reason 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 cash 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 they/them/their 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 payout 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.

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 – 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 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 state and federal laws and subject to the leave provisions as stipulated in these Terms and Conditions. If an employee exhausts statutory leave and has not returned to work, the employee will be offered COBRA continuation coverage to begin at the end of the statutory leave period. For approved non-statutory or personal leaves of absence, the employee will be offered COBRA continuation coverage beginning the first day of the month following the month the leave began. 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 21 – Unexcused Absence**

Any period of time an employee is absent from scheduled work without prior Department Head or other authorized District 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 (including, but not limited to, being absent for three (3) or more consecutive working days) may be subject to discipline, up to and including discharge.

## **ARTICLE 22 – 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:

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

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 California 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 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, regulations and restrictions.

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 premium 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 premium 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

#### District Contribution Upon Disability, Incapacitation, or Death of an Employee

Should an employee who is eligible for retirement from the District, who meets the minimum retirement age, and who is eligible for retiree medical coverage in accordance with the District's Retiree Medical Vesting Schedule (Exhibit C), become disabled or incapacitated before retirement, the employee may retire and receive retiree health coverage in accordance with the District's Retiree Health coverage policy (Exhibit C). Upon death of the employee who is eligible for retirement from the District, medical coverage for they/them/their spouse and/or dependents, as evidenced based on District records, shall be paid by the District for a period not to exceed six (6) months. Upon death of the retiree, benefits for the surviving spouse and/or dependents, as



evidenced based on the District's records, shall continue in accordance with the provisions under 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 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 must elect the medical plan they wish to enroll in retirement at the employee's last open enrollment prior to retirement. Due to increasing medical costs, retirees may change plans during a District annual open enrollment period post-retirement.

## 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 they/them/their spouse and/or dependents as shown on District records shall remain in force in accordance with the provisions under which the retiree and they/them/their 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 offered COBRA continuation coverage. Medical coverages for the temporarily disabled employee (non-industrial), they/them/their spouse, and/or dependents, as evidenced based on District records, shall be paid by the District for a period not to exceed six (6) months.

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 they/them/their 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,

they/them/their 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 as a retiree in accordance with the provisions of Exhibit C.

##### 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- Non-Industrial.

It is understood that medical insurance coverage available to retirees may differ from time to time from the plans in effect at the time of retirement due to changes in the various plans covering the District's benefits eligible employees and retirees.

### ARTICLE 23 – Pension Plan

The District participates in the Federal Social Security System and is a contracting 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 the provisions, stipulations and mandates set forth in the Public Employees Retirement Law ("PERL") and applicable CalPERS Regulations.

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. CalPERS statutes, regulations and guidance provide the following relevant definitions:

#### **New Member**

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

(1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

#### **Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a classic member.

To be eligible for a CalPERS service retirement with District medical benefits, in addition to the vesting requirements for retirement through CalPERS, 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.

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.

Employees receiving and maintaining a valid California Class A or B driver's license required to perform their duties shall receive a 5% differential. This form of pay, also referred to as "Government Agency Required Licenses", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to 2 CCR 571 (Classic), and pensionable compensation for New Members and pursuant to 2 CCR 571.1 (PEPRA).

Reportable compensation and/or compensation earnable is determined by applicable law.

#### **ARTICLE 24 – Social Security and Medicare**

GEU employees are required to pay the portion of Social Security dedicated to funding Medicare.

#### **ARTICLE 25 – 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 26 – Education and Tuition Reimbursement**

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.

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

1. Will directly improve the employee's ability in they/them/their present position or increase they/them/their 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 reimbursed upon proper prior approval will be \$8,500.00 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 REIMBURSABLE (UP TO ALLOWABLE MAXIMUM)</u>
"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 they/them/their 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 they/them/their accrued leave hours as collateral until the successful completion of the course(s). Participants must have enough accrued leave 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 27 – Industrial Injury**

The District provides benefits in the event of an injury, illness, or disability incurred on the job through the ACWA JPIA Workers' Compensation Insurance Fund. These benefits include: 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 28 – Mileage Reimbursement/Use of Personal Vehicles**

Employees with prior authorization granted by the employee's supervisor to use their personal vehicles in the course of District business shall be reimbursed for actual mileage at the IRS-approved rate per mile for all miles driven. 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 before authorization to use their personal vehicles for District business will be given.

#### **ARTICLE 29 – 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 30 – 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) 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 they/them/their 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. As such, the District may rely on additional grounds to support a disciplinary action.

## ARTICLE 31 – 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 application of pre-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 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 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 they/them/their choice present;
- g. Notice 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 discipline appeal hearing, the employee or they/them/their representative and the Department Head or they/them/their representative shall be notified by the Employee Relations Officer. The Employee Relations Officer shall choose the Hearing Officer. The District shall not thereafter reuse the same hearing officer for at least two (2) years for any subsequent discipline appeal hearing involving a GEU employee.

### **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 at their base hourly rate 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 and served upon 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 32 – 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 they/them/their 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;
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 they/them/their supervisor.

**SECTION 3. INFORMAL RESOLUTION**

- A. An employee with a grievance must promptly inform and discuss the grievance with the Department Head or they/them/their 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 they/them/their grievance in writing to they/them/their 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 they/them/their 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 they/them/their deems appropriate, to consider the grievance. Within fifteen (15) working days of the meeting, the General Manager's designated representative shall submit they/them/their 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 serve as 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 provisions of the Terms and Conditions and/or District and departmental rules and regulations applicable in considering any issue properly before the arbitrator.
- (b) The arbitrator shall expressly confine him/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, 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 they/them/their designated representative.

**ARTICLE 33 – Uniforms and Dress Code**

The District shall provide uniforms to those employees in maintenance classifications that require 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 must be OSHA approved and subject to all current 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 \$250.00 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 they/them/their 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 \$250.00 per pair maximum.

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

**ARTICLE 34 – Standby Pay**

In addition to any call-back compensation under Article 11, above, any employee who is assigned to on-call/standby duty will receive \$70.00 per day Monday through Friday, and \$90.00 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 35 – 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/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. Employee incidents that result in traffic citation(s) or involve any other violations of law 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.

**ARTICLE 36 – 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 outsourcing; effect reorganizations or reallocations of District work, determine the content of job classifications; 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 37 – 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 Department Head and approved by the General Manager/Designee.

**ARTICLE 38 – 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 under the following circumstances:

- 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; or
- 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 39 – 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	Pay
D1	\$600.00
D2	\$600.00
D3	\$750.00
D4	\$1,250.00
D5	\$1,250.00

Grade	Pay
T1	\$600.00
T2	\$750.00

Employees possessing the below Backflow certification at a level higher than what is required for their current classification are eligible for certification pay.

Certification	Pay
CA-NV American Water Works Certification (AWWA) Backflow Prevention Assembly Tester (BPAT) Certification	\$750.00
CA-NV American Water Works Certification (AWWA) Cross-Connection Control Specialist (CCCS) Certification	\$750.00
Los Angeles County Certified Backflow Prevention Device Tester	\$750.00

Employees possessing the below Water Quality Laboratory Analyst certification at a level higher than what is required for their current classification are eligible for certification pay.

Certification	Pay
CA-NV American Water Works Certification (AWWA) Water Quality Laboratory Analyst (WQLA) Certification- Grade 1	\$750.00
CA-NV American Water Works Certification (AWWA) Water Quality Laboratory Analyst (WQLA) Certification- Grade 2	\$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.

**ARTICLE 40 – Wages**

I. Cost-of-Living Adjustments

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

July 1, 2023	3%
January 1, 2024	2%
January 1, 2025	2%
January 1, 2026	2%
January 1, 2027	4%

The salary range for each classification in Exhibit A shall be adjusted effective at the beginning of the first payroll period of July 1, 2023 and at the beginning of the first payroll period of twenty-six (26) payroll periods in a calendar year occurring during January 1, 2024, 2025, 2026, and 2027. The amount of the one-time mid-year and annual increase under this section shall be reflected in the District's publicly available pay schedules.

**ARTICLE 41 – 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:

ACCOUNTING TECHNICIAN I  
ACCOUNTING TECHNICIAN II  
ADMINISTRATIVE ASSISTANT I  
ADMINISTRATIVE ASSISTANT II  
CIVIL ENGINEER  
CIVIL ENGINEERING ASSISTANT  
CROSS CONNECTION SPECIALIST  
CROSS CONNECTION TECHNICIAN  
CUSTOMER SERVICE REPRESENTATIVE I  
CUSTOMER SERVICE REPRESENTATIVE II  
EXECUTIVE ASSISTANT  
EXTERNAL AFFAIRS COORDINATOR  
FACILITY MAINTENANCE LEAD  
FACILITY MAINTENANCE WORKER I  
FACILITY MAINTENANCE WORKER II  
HUMAN RESOURCES ANALYST  
INFORMATION TECHNOLOGY TECHNICIAN  
INSTRUMENTATION/ELECTRICAL SYSTEM TECHNICIAN  
SENIOR ACCOUNTANT  
SENIOR ACCOUNTING TECHNICIAN  
SENIOR CIVIL ENGINEERING ASSISTANT  
SENIOR CIVIL ENGINEER  
SENIOR CUSTOMER SERVICE REPRESENTATIVE  
SENIOR EXECUTIVE ASSISTANT  
SUSTAINABILITY COORDINATOR  
UTILITY SERVICE LEAD  
UTILITY SERVICE WORKER I  
UTILITY SERVICE WORKER II  
WATER PRODUCTION OPERATOR I  
WATER PRODUCTION OPERATOR II  
WATER QUALITY SPECIALIST

**EXHIBIT B**

**WALNUT VALLEY WATER DISTRICT  
GENERAL EMPLOYEES UNIT MARKET ANALYSIS & PARITY ADJUSTMENT  
INCREASES FOR TERMS & CONDITIONS OF EMPLOYMENT  
PERIOD ENDING JUNE 30, 2027**

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 who have been continuously employed by the District since that time, and who retire, the District will provide the fully paid retiree medical insurance coverage premium for the retiree , they/them/their 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 they/them/their eligible spouse upon the attainment of age sixty-five (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 current health insurance 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 and who have worked for the district a minimum of five (5) 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 retiree . 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 retiree and they/them/their 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 retiree may elect to continue spousal and/or dependent coverage on a voluntary basis for all other health 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 premium 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 premiums in arrears for full-time employees. Once coverage is dropped or otherwise terminates, it will not be reinstated.

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 current health insurance 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, 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 retiree . Coverage for the retiree’s spouse as shown on 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 retiree and they/them/their eligible spouse upon the attainment of age sixty-five (65) and after submitting verification of enrollment in Medicare Option B. If the retiree does not meet the services/vesting criteria for spousal retiree coverage, the retiree may elect to continue spousal and/or dependent coverage on a voluntary basis for all other health 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 premium 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 premiums in arrears for full-time employees. Once coverage is dropped or otherwise terminates, it will not be reinstated.

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 current health insurance 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, 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 sixty-five (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 retiree wishes to continue coverage of they/them/their spouse and/or eligible dependents as shown on District record at the time of retirement, coverage for such spouse and/or dependents will be at the retiree’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 premium 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 premiums in arrears for full-time employees. Once coverage is dropped or otherwise terminates, it will not be reinstated.

**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)
<b>Vacation</b>	100	90	75	50	25	0
<b>Sick*</b>	100	90	75	50	25	1 Hour for Every 30 Hours Worked
<b>Holiday</b>	100	90	75	50	25	0
<b>Bereavement</b>	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 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.