

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOLANO IRRIGATION DISTRICT
AND
PUBLIC EMPLOYEES UNION, LOCAL 1

January 1, 2018--- December 31, 2020

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 2018 – 2020
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOLANO IRRIGATION DISTRICT
AND
PUBLIC EMPLOYEES UNION, LOCAL 1**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the Public Employees Union, Local 1, General Bargaining Unit and the Solano Irrigation District Board of Directors as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2018 and ending December 31, 2020.

Labor Management Committee

The parties agree to create a joint labor-management committee (LMC) to encourage open communication, promote harmonious labor relations, and resolve matters of mutual concern. The Committee will be governed by the following principles:

- a. Committee will meet at least once per quarter (four times per year) or more often by mutual agreement of the parties.
- b. The agenda for each meeting will be submitted five (5) working days in advance of the meeting, unless otherwise mutually agreed by the parties. A committee member trained in facilitation or group problem solving may serve as facilitator.
- c. The District will release three (3) General Unit selected employees as officially designated representatives for attendance at the meetings. Additional General Unit representatives may participate with mutual agreement. It is intended that the Committee meetings and/or trainings be held during the workday and will not result in overtime compensation.
- d. The Committee may review, discuss and make recommendations on a variety of District issues of mutual concern. The Committee does not replace nor replicate the meet and confer process, and has no authority to bargain, modify or add to existing provisions of the Memorandum of Agreement or other agreements between the General Unit and the District subject to meet and confer or meet and consult.
- e. The Committee is encouraged to brainstorm possible issues and problems, define the issues carefully, study and evaluate the most promising solutions, and make recommendations as appropriate.

Definitions

Appointing Authority: Department Manager unless otherwise provided by statute or resolution.

Board: Solano Irrigation District Board of Directors.

Classification: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Classification Title: The designation given to a class, to each position allocated to the class, and to the employee(s) allocated to the class.

COBRA: Consolidated Omnibus Budget Reconciliation Act.

District: Solano Irrigation District.

Demotion: The change of a regular employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied, except as otherwise provided in the District's Personnel Policies.

Eligible: Any person whose name is on an employment or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with the provisions of this MOU or the Personnel Policies and whose position is held pending his/her return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

Immediate Family (Bereavement Leave): Mother, father, mother-in-law, father-in-law, spouse, registered domestic partner, child, sister, brother, sister-in-law, brother-in-law, grandchild, grandparents or any person who is a legal dependent of the employee.

Immediate Family (Kin Care): Spouse, registered domestic partner, parent, or child.

Layoff: A separation of employee(s) from service resulting from elimination of a position, shortage of work and/or funds, or reorganization.

Position: The assigned duties and responsibilities calling for regular full-time, part-time or intermittent employment of a person.

Project Employee: An employee who is engaged in a time-limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from District sources.

Promotion: The change of a regular employee to another position in a class allocated to a salary range for which the top step is at least five percent (5%) higher than the top step of the class which the employee formerly occupied, except as otherwise provided in the Personnel Policies.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Regular Part-Time Position: Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled, less than full-time basis.

Regular Position: Any position which has required, or will require, the services of an incumbent for an indefinite period.

Resignation: The voluntary termination of employment with District.

Service in the Uniformed Services: The performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty, active training duty, National Guard duty, and time for an examination to determine the fitness to perform any such duty.

Supervisor: An employee with authority to exercise independent judgment to recommend to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to direct them, or adjust their grievances. The exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Temporary Employment: An employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position.

Transfer: The change of an employee who has regular status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a salary range that is less than five percent (5%) at top step as the class previously occupied by the employee.

Uniformed Services: The Navy, Marines, Army, Air Force, Coast Guard, Army National Guard, International Guard, Commissioned Corp of the Public Health Service, and any other category designated by the President of the United States in time of service or emergency.

Union: Public Employees Union, Local 1

USERRA: Uniformed Services Employment and Reemployment Rights Act.

Section 1. Recognition

1.1 Employee Organization Recognition

Public Employees Union, Local 1, hereinafter referred to as “Union”, is the exclusive recognized employee organization for the classifications listed in Appendix “A”, referred to as the General Bargaining Unit, as adopted in Resolution No. 03-19, dated April 21, 2003.

1.2 District Recognition

The General Manager or any person or organization duly authorized by the General Manager, is the representative of the Solano Irrigation District, hereinafter referred to as the “District.”

Section 2. Union Security

2.1 Scope of Coverage

The District and the Union have entered into an Agency Fee Arrangement pursuant to an election wherein a majority of the employees in the General Bargaining Unit voted for an arrangement as authorized by Government Code §3502.5.

This Agency Fee Arrangement, including, but not limited to, dues or agency fee deductions, shall continue in effect as long as Union is the exclusive recognized employee organization for the General Bargaining unit, notwithstanding, the expiration of the MOU or successor agreements, pursuant to Government Code §3508.5.

2.2 Union’s Responsibilities

The Union will provide fair and nondiscriminatory representation to all employees in the General Unit, regardless of whether or not they are members of the Union.

The Union shall file with the General Manager an indemnity statement wherein the Union shall indemnify, defend and hold the District harmless against any claim made and against any suit initiated against the District on account of deduction of the Union dues. In addition, the Union shall refund to the employees any amounts paid to it in error upon presentation of supporting evidence.

No service fee shall be collected from any employee who is not paying dues until the employee has received written notice from the Union, which includes legally adequate information concerning the breakdown of “chargeable” and “non-chargeable” expenses. A prompt opportunity, as provided below, shall be established by the Union for challenge of the amount of the fee before an impartial arbitrator. An escrow account shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending.

2.3 Dues and Agency Fees

All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the General Bargaining Unit shall as a condition of employment fulfill one of the following:

Become and remain a member of the Union; or

Pay to the Union a service fee in an amount which does not exceed the amount which may be lawfully collected, and will not exceed the monthly dues, standard initiation fee and general assessments of the organization; or

Apply for and be granted religious objector status by the Union. To apply for religious objector status, the employee must submit a written declaration to the Union that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. The Union shall determine whether the employee qualifies for religious objector status.

If the Union agrees to the religious objector status of the employee, the employee shall pay sums equal to the periodic dues, initiation fees or agency shop fees to a nonreligious, non-labor charitable fund of the employee's choosing that is exempt from taxation under I.R.C. §501(c)(3). The employee shall make proof of payment to the Union and the District on a monthly basis as a condition of continued exemption from the requirement of financial support to the Union.

2.4 Payroll Deduction

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and, with the exception of the initiation fee, shall not include nonrecurring fines, fees and/or assessments. Biweekly dues deduction shall be made only upon the employee's written authorization on a payroll deduction form or as required by law. Agency fees shall be deducted on a bi-weekly basis from the wages of employees who do not pay dues or who are not exempt from the requirement.
2. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the General Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the employee in accordance with paragraph (6) below. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned.
3. Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. Payments shall be made through the District's normal Accounts Payable process in a manner consistent with amounts withheld by the District from employees' wages for other purposes.
4. The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire period, no withholdings will be made to cover that

pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over Union dues deduction.

5. Once per year, at the request of Union, the District shall provide the Union with a list of all current employees in the unit represented by the Union, including the employee's name, address, classification, and salary range.
6. An employee may at any time cancel his/her authorization for payroll dues deduction by presenting his/her written request to the designated District office and to the Union. The employee will thereafter have agency fees deducted from his/her wages.
7. No agency service fee shall be collected from any employee who is not paying dues or an agency fee until the employee has received written notice from the Union, which includes legally adequate information concerning the breakdown of "chargeable" and "non-chargeable" expenses. For this purpose, the District shall furnish a list of all new hires, including their mailing addresses, to the Union on a monthly basis. A prompt opportunity, as provided below, shall be established by the Union for challenge of the amount of the fee before an impartial arbitrator. An escrow account shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include an agency fee explanation and notice of right to challenge as follows:
 - A) An itemization of the expenditures of the Union reviewed and signed by an auditor from a certified public accounting firm in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocated to chargeable expenditures.
 - B) The amount of the Union's dues and agency service fee.
 - C) The procedure on how non-members may file a challenge with the Union to the calculation of the agency fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. The Union shall provide the District with copies of all arbitration decisions. The District shall not be made a party to any administrative or court proceedings to determine the agency fee.
8. The authorization for payroll deductions described in this Agreement shall specifically require the employee and the Union to agree to hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any dues or agency fees deduction made from the wages of such employee.

The Union shall defend, indemnify and hold harmless, release and save the District and its agents and employees against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the District under this Agreement relating to the District's compliance with the agency fee obligation.

9. The Union shall keep adequate itemized records of its financial transactions and shall make available annually, to the District and to the employees who are members of the Union, within 60 days after the end of the Union's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Union's president and treasurer, or by a certified public accountant, as provided for by Government Code Section 3502.5(f).
10. This section may be rescinded by a majority vote of the employees in the bargaining unit covered by this MOU in accordance with the provisions of Government Code Section 3502.5(d).

2.5 Maintenance of Membership

This section shall only apply when the provisions of the Agency Fee Arrangement are not in effect.

- A) Union membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is a Union member, or becomes a Union member, shall pay to the Union those dues or fees regularly charged members of the Union in good standing.
- B) The provisions of Section 2.4, paragraphs 1-6, above, shall apply with regard to the deduction of membership dues from employee earnings.
- C) Enforcement of this section shall be the responsibility of the Union, utilizing appropriate civil procedures. The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from this section.

Section 3. Union Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with District management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of business time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District. Such employee representatives shall submit a written request for excused absence to their Supervisor, with an information copy to their respective Department Managers and the Human Resources Director, at least two (2)

working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the General Manager or where the Authority has been delegated by the General Manager, the General Manager's representative. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Union membership activities shall not be conducted during work time.

3.1 Union Contact with New Employees

The District agrees to provide time during the new employee orientation for a Union presentation, to be determined and agreed upon with the Human Resources Director.

3.2 Bulletin Boards

Employer shall provide Union with bulletin boards in agreed-upon locations for posting of union notices regarding such matters as union meetings, union elections and election returns, union appointments to office, union recreational or social affairs and other union business. Postings will not include salacious or inflammatory material that is derogatory towards the District, and shall not be of a partisan political nature. Only designated union representatives are authorized to post material on the union bulletin board. The person who posts a notice, etc., on the bulletin board(s) shall initial and date the document and give a copy to the Human Resources Director. Notice shall normally be posted for not more than sixty (60) calendar days. If the Human Resources Director believes a notice is not in compliance with this section, he/she shall notify the Union's Business Agent. If the Business Agent and the Human Resources Director are not able to resolve a dispute about a notice, the Human Resources Director may remove the notice after telling the Business Agent that he/she will remove it.

Section 4. Safety

The District and its employees, while working, will follow OSHA safety regulations and the District's Injury and Illness Prevention Program, as adopted by the District's Board of Directors.

Section 5. District Rights

The rights of the District through its Board of Directors and management include, but are not limited to, the exclusive right to determine the mission of its Board, committees, management and constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which

government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

If, in the exercise of District rights, there is an impact that falls within the scope of bargaining, the District will consult or meet and confer with the Union, if so requested, after notice by the District to the Union.

Section 6. Employees Rights

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment except, however, that scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with District management, as allowed by statute and judicial decisions, subject to the terms of exclusivity. No employee shall be interfered with, harassed, intimidated, restrained, coerced or discriminated against by District management or by any employee organization because of the employee's exercise of these rights.

The District shall not discourage membership in the Union nor encourage membership in any employee organization.

Section 7. No Discrimination

The District shall follow all applicable state and federal laws relative to non-discrimination and applicable state laws relative to protection of collective bargaining activities.

Section 8. Hours of Work

8.1 Regular Workweek and Regular Workday

The regular workweek shall consist of forty (40) hours, eight (8) hours a day, five (5) days a week. For the purpose of payroll, each workweek starts on Thursday at 00:01 A.M.

8.2 Assignment to Regular Workweek

The assignment of regular work hours shall be at the discretion of the employee's supervisor in keeping with the best interests of the District while taking into account the needs of the employee.

An employee whose hours of work are changed, will be given 14 days' notice when possible, of the change in the hours. The parties recognize that emergencies arise that will make this notice impossible. In those cases, as much notice as possible will be given.

8.3 Modified and Reduced Work Schedules

Modified Work Schedules may be implemented and continued at the discretion of the Department Manager, with the concurrence of the General Manager, if they are consistent with operational needs. Modified Work Schedules may take the form of schedules in which the standard workday hours are modified but the total hours in the normal work period remain the same. If the District proposes a Modified Work Schedule that is not currently in use, then it must first allow the Union the opportunity to meet and confer.

Section 9. Overtime Pay

9.1 Authorization

All overtime worked by employees in the bargaining unit, who are not exempt under FLSA, must be approved in advance by the employee's immediate Supervisor. Supervisors will be responsible for getting approval in advance pursuant to District Personnel Policy.

9.2 Definition

Any authorized time worked for FLSA covered employees in excess of eight (8) hours a day and forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. For purposes of calculating eligibility for overtime pay, the workday is defined as the twenty-four (24) period commencing at the beginning of the employee's regularly assigned work shift. Employees shall be entitled to double-time pay for any hours worked in excess of twelve (12) hours in a workday. Paid sick leave or vacation hours taken will be included in the time calculated for work hours.

9.3 Compensatory Time Off

Compensatory Time Off may be chosen as the method of reimbursement. The supervisor shall apply discretion in determining when such time off is granted in accordance with department workload requirements. Any compensatory time off accrued in excess of forty (40) compensatory hours must be taken off during the pay period in which it was earned or the employee must accept overtime pay for the hours in excess or forty (40) hours on the books at the employee's current hourly rate.

Due to staffing limitations during the irrigation season, Watertenders and Lead Watertenders are allowed to accrue Compensatory Time Off in excess of forty (40) hours, but the accrued Compensatory Time Off must be used before the start of the following irrigation season.

9.4 On Call Duty

A schedule shall be maintained by the appropriate Department Manager whereby employees will be assigned, on a rotational basis, to be "on call" on evenings, weekends, holidays and other times not considered regular hours of work for District employees. When an employee is on call,

he or she shall be provided with a cellular telephone which will provide notification in the event of an emergency repair/maintenance work need. Said cellular telephone shall be kept operational and in the employee's possession during the entire on call period of time. Notification of an emergency repair/maintenance work need may also be given verbally by the General Manager, Department Manager or other responsible managing employee.

When "on call", the employee will receive two (2) hours pay at one and one-half (1-1/2) times their regular rate of pay per 24 hour period as compensation for this responsibility. If required to perform any work while "on call", the employee will receive one and one-half (1-1/2) times their regular rate of pay for those hours worked outside their regular hours in addition to the "on call" pay.

When an employee is on call, he or she shall be free to utilize his or her time as desired, but must remain within the general vicinity of the District, going no further than thirty (30) minutes travel time away from the District. On call duties require an employee to be available within the District upon thirty (30) minutes notice, on a twenty-four (24) hour basis.

Section 10. Wages

10.1 Cost of Living (COLA)

- Effective for the pay period beginning May 24, 2018, a general wage increase of 1.50%
- Effective for the pay period beginning December 20, 2018, a general wage increase of 1.75%
- Effective for the pay period beginning December 19, 2019, a general wage increase of 1.75%

One-time bonus payment:

One – time bonus payable to each bargaining unit member in the amount of \$400.00, less applicable taxes and deductions. A bargaining unit member must have been an active District employee on April 20, 2018, the date the bargaining unit signed the Total Tentative Agreement and still an active employee at time of payment.

10.2 Rates of Pay

The monthly salary ranges for the represented classifications shall be as indicated in Appendix "A."

10.3 Acting Pay

An employee who is temporarily assigned by the Department Manager to act in the capacity of a higher level position for a period longer than ten (10) working days, shall receive five percent (5%) above the employee's regular pay, for all work performed in that capacity effective the date of the assignment.

An employee who is temporarily assigned by the Department Manager to act in the capacity of his/her direct supervisor's position for a period longer than 10 (ten) working days, shall receive

ten percent (10%) above the employee’s regular pay for all worked performed in that capacity effective the date of the assignment.

Such assignments shall be in writing, and shall not exceed a period of six (6) consecutive months without review by the Union.

An employee who is serving in an acting capacity and is selected to fill the position regularly, shall have their anniversary date certified as that date the employee began serving in the position on a continuous basis, retroactive to the date the employee commenced serving in that position on a temporary basis. Such time in an acting capacity shall not be counted as fulfilling the probationary period.

Section 11. Health and Welfare

The District provides access to health, dental, life, short-term, long-term and accidental death and dismemberment insurance as well as an Employee Assistance Plan.

11.1 Health Insurance

Health insurance is available to all full-time employees following the waiting period prescribed by the carrier(s). Complete details on the extent of coverage will be made available to the employee through Human Resources. Coverage is also available to the employee for the employee’s dependents. The District will also, for the duration of this MOU, make a contribution toward the cost of health insurance for the employee’s dependents.

The District contribution towards health care premium costs shall be as follows, not to exceed 100% of the premium costs:

Coverage Level	SID Monthly Contribution (upon ratification & adoption)	SID Monthly Contribution 01/01/19	SID Monthly Contribution 01/01/20
Employee Only	ACWA JPIA lowest cost EE-only plan for all years.		
Employee Plus 1	\$1,150.00	\$1,200.00	\$1,250.00
Employee Plus Family	\$1,375.00	\$1,450.00	\$1,525.00

The employee may also continue his or her group health insurance benefits during retirement. For this continuance of benefits, the District will contribute up to the “Employee Only” amount, as stated above, not to exceed the “Employee Only” premium cost for the health plan selected. This benefit also continues for a surviving spouse. Once a retiree is eligible for enrollment in Medicare A & B, enrollment is required to continue participation for coverage. The District will make a contribution towards the retiree’s selected health plan and will bill the retiree/surviving spouse for any difference between the plan premium and the District’s contribution.

Upon the retiree’s qualification for Medicare A & B, the District’s monthly contribution will be

adjusted to an amount equal to the lowest premium cost Medicare plan offered by the District, not to exceed the District's contribution amount for non-Medicare retirees, as stated above.

Employees hired by the District on or after February 1, 2013, are eligible for health insurance benefits as follows:

- Employees with 10 years or more of uninterrupted, full-time service are eligible for 50% of the District's contribution for an "Employee Only", as provided above, under any of the District's current health plan(s), or
- Employees with 15 years or more of uninterrupted, full-time service are eligible for 100% of the District's contribution for an "Employee Only", as provided above, under any of the District's current health plan(s).

The District reserves the right to change the health insurance benefits and/or provider. The District will consult with the Union regarding such changes.

11.2 Dental Insurance

Dental insurance is available to all regular, full-time employees and dependents following three (3) months of continuous service. The District will pay the full cost per month of the District dental program for the employee and eligible dependents during the term of this MOU. The employee may also continue the employee's dental insurance during retirement at the employee's own expense.

The District reserves the right to change the dental care program and/or provider. The District will consult with the Union regarding such changes.

11.3 Life Insurance

Life insurance is available to all regular, full-time employees following six (6) months of continuous service. Eligible employees will be insured to two times their annual salary up to the caps established by the carrier. The cost of premiums for life insurance will be paid entirely by the District during the term of this MOU. The employee may convert the life insurance coverage to a personal policy, paid at the employee's expense, at the time of termination or retirement. Coverage is also currently available to the employee for the employee's spouse and dependents at the District's expense.

The District reserves the right to change the life insurance plan and/or provider. The District will consult with the Union regarding such changes.

11.4 Accidental Death and Dismemberment Insurance

Accidental death and dismemberment insurance is available to all regular, full-time employees following six (6) months continuous service. Eligible employees will be insured to two times

their annual salary up to the caps established by the carrier. The cost of the premiums for this insurance will be paid entirely by the District.

The District reserves the right to change the accidental death and dismemberment insurance plan and/or provider. The District will consult with the Union regarding such changes.

11.5 Short-Term Disability Insurance

Short-term disability insurance is mandatory for all employees. This coverage is for illness or injury incurred off the job lasting one year or less. The cost of premiums for this insurance is paid entirely by the employee through payroll deduction.

The District reserves the right to change the short-term disability insurance plan and/or provider. The District will consult with the Union regarding such changes.

11.6 Long-Term Disability Insurance

Long-term disability insurance is mandatory for all employees. This coverage is for illness or injury incurred off the job lasting in excess of one year. The cost of premiums for long-term disability insurance will be paid entirely by the District during the term of this MOU.

The District reserves the right to change the long-term disability insurance plan and/or provider. The District will consult with the Union regarding such changes.

11.7 Employee Assistance Plan

The District has an Employee Assistance Plan available to all employees. The District will provide the service through an independent contractor. The cost of premiums for the Employee Assistance Plan will be paid entirely by the District during the term of this MOU.

The District reserves the right to change the Employee Assistance Plan and/or provider. The District will consult with the Union regarding such changes.

11.8 Benefits Committee

No later than August 1, 2018, a committee to commence meeting, with representatives from PEU and other bargaining groups, to review ACWA JPIA's Consumer Driven Health Plans for consideration as an additional health plan option offered by the District. The committee will also review dental and vision plan options separate from ACWA JPIA for employees to purchase on their own.

Section 12. Retirement Plan

12.1 CalPERS Retirement

Effective with the timecard period beginning January 24, 2013, employees shall pay the employee contribution to CalPERS. For employees under the 2.7% @ 55 Retirement Formula,

the employee contribution is 8%. For employees under the 2% at 60 Retirement Formula, the employee contribution is 7%. The District has taken the necessary steps to make the contributions “pre-tax” by adopting Resolution #12-43 at the December 18, 2012 Board meeting.

Employees hired by the District prior to January 28, 2010 are covered under 2.7% @ 55 Retirement Formula for Local Miscellaneous Members, Section 21620 – \$500 Retired Death Benefit, Section 20037 – Final 3 Years Compensation, Section 21329 – 2% COLA, Section 21551 – Death Benefit Continuation and Section 20055 – Prior Service Credit.

Employees hired by the District on or after January 28, 2010 are covered under 2.0% @ 60 Retirement Formula for Local Miscellaneous Members.

New CalPERS members hired on or after January 1, 2013 are subject to the revised pension plans and required contribution rates as identified by the Public Employees’ Pension Reform Act of 2012.

CalPERS Cost-Sharing

Effective as soon as administratively possible following ratification by the Union and adoption by the Board, employees who receive the CalPERS 2.7% @ 55 pension benefit will contribute 1.0% towards the employer’s CalPERS required contribution.

Effective for the pay period beginning December 20, 2018 employees who receive the CalPERS 2.7% @ 55 pension benefit will contribute an additional 1.0% towards the employer’s CalPERS required contribution, for a total employee contribution of 2.0%.

12.2 Deferred Compensation

The District shall maintain a 457 Deferred Compensation Plan for the use of employees. All contributions and investment decisions are the responsibility of the employee.

The District reserves the right to change the 457 Deferred Compensation Plan and/or provider. The District will consult with the Union regarding such changes.

Section 13. Holidays

13.1 Holidays

Regular and probationary employees shall be entitled to take all authorized holidays at full pay, not to exceed eight hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

Employees working other than Monday through Friday whose scheduled day off occurs on a District holiday will either:

- observe their holidays on the first or last day of their work schedule, or
- may request eight (8) hours of Compensatory Time Off in lieu of the holiday, or

- receive 8 hours of straight time pay.

Any Compensatory Time Off accrued in excess of forty (40) compensatory hours must be taken during the pay period in which it was earned. These hours of Compensatory Time Off may not be converted to overtime pay.

The holidays at the District are as follows:

New Year's Day	January 1
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31
Floating Holiday	

Floating Holiday

The District will provide to each bargaining unit employee one (1) additional eight (8) hour floating holiday on January 1st or upon hire for the calendar year. The additional floating holiday shall be taken in an eight-hour increment only and must be taken in the year received. There is no ability to "roll-over" or "cash-out" the additional floating holiday if it is unused in the calendar year received, i.e. "use-or-lose", and scheduled use of floating holiday is subject to supervisory approval. New employees shall receive the additional floating holiday starting with the year in which they begin employment, there will be no proration.

13.2 Saturday and Sunday Holidays

All recognized holidays falling on Saturday shall be celebrated on the preceding Friday and all recognized holidays falling on Sunday shall be celebrated on the following Monday.

13.3 Working on a Holiday

If the employee works on a holiday, the employee will receive 1.5 times their regular rate of pay for the hours worked plus any holiday pay for which the employee is eligible.

Section 14. Vacation

14.1 Vacation Accrual

Vacation leave is accrued throughout the year on an hourly basis, based on hours worked. Vacation accruals are based upon the employee's date of hire and length of service. Vacation leave does not accrue during unpaid leaves of absence.

Regular employees who have completed the probationary period are entitled to full vacation benefits. Part-time employees are entitled to benefits prorated to the number of hours normally worked. Probationary employees accrue vacation leave at the same rate as regular employees. Temporary employees do not accrue vacation leave.

The maximum vacation accrual shall be 360 hours. The District and the employee shall endeavor to schedule employee vacations throughout the year to minimize the possibility of an employee's vacation balance reaching the maximum accrual.

Vacation time may be accumulated to a maximum of 360 hours. Once the 360 hour ceiling/cap has been reached, vacation will no longer accrue until the employee takes vacation to reduce it below the ceiling.

14.2 Vacation Benefits

Employees shall accrue annual vacation leave each pay period on a prorated basis in accordance with the following schedule:

Employees shall accrue vacation at the rate of 80 hours of vacation leave per year during the first year of employment with the District through the sixth year of service, 120 hours of vacation during the seventh through fifteenth year of service and 160 hours of vacation during the sixteenth year of employment and every year thereafter.

14.3 Vacation at Termination

Upon termination, layoff or resignation of employment, employees shall be paid the cash value of the employee's accrued vacation leave at the time of termination.

14.4 Vacation Usage

Vacation scheduling shall be approved by the District with due regard for the employee's needs and the District's need to provide services.

Employees must request vacation time at least ten working (10) days in advance, in writing. Written requests received with less than 10 working days advance notice may be approved by the supervisor with less notice, subject to departmental workload. To the extent possible, individual preferences for vacation leave will be honored. Vacations may be taken at any time during the year, subject to the departmental workload. Vacation time will be scheduled in advance by the supervisor in accordance with employees' requests and the needs of the organization.

Employees will not be granted vacation beyond ten (10) days unless it has been determined by the Department Manager that the employee's extended absence will not conflict with work schedules. Absence beyond ten (10) working days requires the approval of the General Manager.

Probationary employees will not be allowed to use accrued vacation leave until the completion of their probationary period.

14.5 Vacation Sell Back

Employees with a vacation leave balance of one hundred forty (140) hours or more may elect to be paid annually, as of the first payday in December, for up to 40 hours of accrued vacation leave. If the employee elects to be paid for that amount of vacation leave, it will be deducted from his or her vacation leave account as of the first payday in December.

Section 15. Sick Leave

15.1 Benefits

Sick leave benefits are available to all regular and probationary employees who have completed 90 days of service. The use of sick leave is intended for personal illness or injury (provided it is not completely covered by workers' compensation insurance); inability to work due to pregnancy; illness of spouse or children requiring the employee to be absent from work; or absence due to death in the immediate family beyond Bereavement Leave. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedules as a result of the use of kin care leave.

It is the employee's responsibility to manage and monitor their sick leave balance. It is in the employee's best interest to maintain a sufficient balance of sick leave for its intended use.

15.2 Sick Leave Accrual

Employees shall accrue sick leave each pay period on a prorated basis in accordance with the following schedule:

Sick leave accrues at the rate of 96 hours accrued during each year of service. Regular part-time employees are entitled to sick leave benefits prorated to the number of hours normally worked.

15.3 Sick Leave Accumulation

Sick leave may be accumulated from year to year. No sick leave accrues during any unpaid leave of absence. Employees are allowed to accrue sick to a maximum of 1040 hours or the employee's accrued balance at 12/31/98, whichever is greater. Sick leave balances will be adjusted effective the last day of the final pay period of each calendar year.

- A) For those employees who had accrued 1040 hours or less at 12/31/98, the sick leave balance shall be adjusted to the current balance as of the last day of the last pay period of each calendar year or 1040 hours, whichever is less.
- B) For those employees who had accrued more than 1040 hours at 12/31/98, the sick leave balance shall be adjusted to the current balance or the employee's adjusted balance as of

the last day of the final pay period of the prior calendar year, whichever is less. If any employee's adjusted sick leave as of the last day of the final pay period of any calendar year falls below 1040 hours, the adjusted sick leave balance will be calculated according to Section 15.3 above in all future years.

15.4 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify the employee's immediate supervisor prior to the time set for beginning the employee's scheduled workday, unless the employee has been or is hospitalized. A doctor's letter confirming the legitimate use of sick leave may be required for sick leave covering more than three continuous days, for prolonged or repetitious sick leave, or upon request, at the discretion of the Human Resources Director. Payment for the doctor's examination is the responsibility of the employee. Medical certification for an absence of a single day will be required only if a pattern of abuse or excessive use of sick leave exists.

15.5 Sick Leave and Workers' Compensation Insurance, Short-Term, & Long-Term Disability

If the employee's personal illness or injury is covered by workers' compensation, short-term, or long-term disability insurance, they may still receive sick leave benefits up to the amount of accrued sick leave to cover the deficiency between these insurance benefits and their regular salary.

15.6 Use of Sick Leave and Vacation

After sick leave accruals are exhausted, vacation time may be charged for absence by the employee due to illness, upon the employee's request and written approval by the General Manager. Use of vacation time after sick leave accruals are exhausted will only be approved when request for such use is accompanied with a medical certification.

15.7 Reimbursement for Sick Leave at Retirement/Death

Employees – 2.7% @55 Retirement Plan

Upon concurrent retirement from the District and the California Public Employees' Retirement System (CalPERS), the employee will receive payment for 100% of their unused sick leave upon retirement if the retiree is at least 55 years old and has at least 20 years of service with the District. A reduction of 1/20th of the above 100% for each year less than 55 years of age and for each year less than 20 years of service will be made.

If an employee dies while a full-time employee of the District, the employee's estate will receive payment for 100% of their unused sick leave if the employee, at the time of death, was at least 55 years old and had at least 20 years of service with the District. A reduction of 1/20th of the above 100% for each year less than 55 years of age and for each year less than 20 years of service will be made.

Employees – 2.0% @60 Retirement Plan

Upon concurrent retirement from the District and the California Public Employees' Retirement System (CalPERS), the employee will receive payment for 100% of their unused sick leave upon retirement if the retiree is at least 60 years old and has at least 20 years of service with the District. A reduction of 1/20th of the above 100% for each year less than 60 years of age and for each year less than 20 years of service will be made.

If an employee dies while a full-time employee of the District, the employee's estate will receive payment for 100% of their unused sick leave if the employee, at the time of death, was at least 60 years old and had at least 20 years of service with the District. A reduction of 1/20th of the above 100% for each year less than 60 years of age and for each year less than 20 years of service will be made.

Employees – 2.0% @62 Retirement Plan

Upon concurrent retirement from the District and the California Public Employees' Retirement System (CalPERS), the employee will receive payment for 100% of their unused sick leave upon retirement if the retiree is at least 62 years old and has at least 20 years of service with the District. A reduction of 1/20th of the above 100% for each year less than 62 years of age and for each year less than 20 years of service will be made.

If an employee dies while a full-time employee of the District, the employee's estate will receive payment for 100% of their unused sick leave if the employee, at the time of death, was at least 62 years old and had at least 20 years of service with the District. A reduction of 1/20th of the above 100% for each year less than 62 years of age and for each year less than 20 years of service will be made.

Payment for accrued sick leave at retirement is granted as an additional benefit by the Board for the sole purpose of recognizing long-term employment and is not available to employees who are terminated for cause, employees who are laid off for lack of work, or employees who resign their positions prior to concurrent retirement from the District and CalPERS.

15.8 Reimbursement for Sick Leave, Annual Sell-Back

Employees having a minimum of 240 hours in his or her sick leave account, as of the first payday in December, may elect to be paid for up to 40 hours of their sick leave. If the employee elects to be paid for that amount of sick leave, it will be deducted from his or her sick leave account as of the first payday in December. This election is only available to employees who are employed as of the first payday in December.

15.9 Bereavement Leave

Upon the death of a member of the employee's immediate family, regular and probationary employees may receive time off from work to attend the funeral and make any necessary arrangements. The employee may utilize up to three (3) days of District provided bereavement

leave. The General Manager may, at his/her discretion, grant an additional two (2) days of bereavement leave in extraordinary situations, such as required travel outside of California.

Documentation of the need for bereavement leave may be required. Employee may be requested to provide the name of the family member and an obituary or the name of the funeral home when making a leave request; the requested information shall be provided no later than two weeks following the use of bereavement leave.

For the purpose of Bereavement Leave, immediate family members include mother, father, mother-in-law, father-in-law, spouse, registered domestic partner, child, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, grandchild, grandparent or any person who is a legal dependent of the employee.

15.10 Family Care Leave

The District will comply with applicable State and Federal Laws.

As required by the California “Kin Care” law, each full-time employee may use accrued sick leave up to half the time accrued per calendar year (48 hours) as kin care leave, to care for sick immediate family members. Kin care leave time will not accumulate from year to year. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Family members covered include parents, children, spouses and domestic partners and are defined, for the purposes of this section, as follows:

- A) A “child” means a biological, adopted or foster child, a stepchild, a legal ward or a child an employee has accepted the duties and responsibilities of raising, such as where a grandmother raises her grandchild.
- B) A “parent” means a biological, foster or adoptive parent, a stepparent, or a legal guardian. Mothers-in-law, fathers-in-law and grandparents are not considered “parents” for the purposes of the “kin care” law.
- C) The term “spouse” is not defined by the “kin care” law, but will be interpreted to mean an individual to whom the employee is legally married for the purposes of this Section.
- D) A “domestic partnership” is a partnership defined by and registered pursuant to Family Code § 297 *et seq.*

Section 16. Leaves of Absence

16.1 Leave Without Pay

Leaves of absence without pay are available to all regular employees at the discretion of the District. Leaves of absence may be granted for the following reasons: family leave, military

service or extended illness. Such leaves shall normally be granted when it is in the interest of the District to do so. A request for a leave of absence must be made at least 60 days in advance. Approval for any leave of absence must be given in advance by the Human Resources Director and General Manager in writing. The extension of a leave of absence beyond four (4) months (120 days) is within the discretion of the District and will only be allowed under such terms and conditions as are approved, in advance, by the Human Resources Director and General Manager. Not returning to work within five (5) days after the expiration of a leave of absence is considered a resignation.

Fringe benefits accrued at the time of the departure will be carried over to the time of return. However, employees on leave of absence without pay will cease to accrue seniority, holiday, vacation and sick leave benefits and shall be required to pay the full cost of their own health and welfare benefits premiums during the period of the leave of absence without pay.

The employee will be reinstated in his/her job upon return from a leave of absence of four (4) months or less. Due to the District's limited work force, if the period is longer than four (4) months, the District is not required, and will not guarantee that the employee's job will stay open, but the employee will be considered for the first opening for which he/she is qualified after the termination of their leave of absence.

16.2 Jury Duty

A regular or probationary employee summoned to jury duty shall inform the employee's supervisor upon receipt of the jury summons and, if required to serve, may be absent from duty with full pay only for those hours required to serve. The number of working days for which the employee shall be paid shall be limited to twenty (20) working days (160 hours) in any twelve (12) month period. While serving on Jury Duty, the employee will receive payment, in addition to an jury duty pay, equal to what the employee would have earned in their regular salary if he/she informs his/her supervisor at least 72 hours prior to his/her appearance in court. California courts instruct public entity employee jurors to complete a Fee Waiver form if they receive their regular compensation while serving Jury Duty. District employees receiving their regular salary while serving Jury Duty are ineligible to receive court fees. The employee will be expected to report to work for a partial day if Jury Duty permits the employee to do so.

Employees will be required to attach the daily attendance slips from the jury commissioners' office to their timecard to verify attendance at Jury Duty.

16.3 Court Appearances

The District recognizes that employees may, from time to time, be called upon to appear in court or testify in a judicial or administrative proceeding for matters not related to District business. The District will strive to accommodate schedule conflicts that may result. It is the responsibility of the employee to advise management in advance of a required appearance. Employees called to appear in court will not be paid. However, the employee may utilize any accrued vacation leave or compensatory time off, provided prior notice is given to the immediate supervisor and

approved by him/her. An employee required to appear in court on a matter on behalf of the District shall receive his/her normal rate of pay for the court time required.

16.4 Workers' Compensation Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to benefits. All on-the-job injuries must be reported to the employee's immediate supervisor and the Safety Officer/Risk Manager within twenty-four (24) hours of the accident or the discovery of the injury. Injuries occurring at times other than "normal business hours" (7:00 a.m. - 5:00 p.m., Monday through Friday), must be reported on the first business day following the accident or discovery of the injury. The District carries Workers' Compensation Insurance and benefits shall be established and paid in accordance with the Workers' Compensation Laws of the State of California. Employees on leave because of an industrial injury eligible for Workers' Compensation benefits may still use accrued sick leave up to the amount of accrued sick leave to cover the deficiency between those insurance benefits and their regular salary.

16.5 Catastrophic Leave

The District maintains a Catastrophic Leave Policy to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. Catastrophic Leave will allow employees to donate time to affected employees within and outside the bargaining unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic Leave will be administered, as follows:

Upon the request of an employee and upon the approval of the General Manager or Human Resources Director, leave hours (either sick leave or vacation leave) may be transferred from one or more employees to another employee under the following conditions:

- A) When the receiving employee faces financial hardship due to injury or prolonged illness of the employee, employee's spouse, child or legal dependent.
- B) The receiving employee has exhausted all sick leave, vacation leave and accrued compensatory time off.
- C) The donations must be a minimum of one (1) hour and thereafter, in whole hour increments.
- D) The total leave credits received by the employee shall normally not exceed 520 hours; however, if approved by the General Manager, the total leave credits received may be 1040 hours.
- E) Donations shall be made on a form to be supplied by the Human Resources Department and signed by the donating employee. These donations are irrevocable.

- F) Any unused catastrophic leave hours remaining upon the employee's return to work, death or separation from employment will be returned to the donating employees on a pro-rata basis.
- G) The names of all donors shall remain confidential and shall not be released to the receiving employee.
- H) When donating leave, employees may not reduce themselves below 200 hours in their chosen leave bank.
- I) A doctor's note must accompany the employee request and indicate any special circumstances that cause the illness or injury to be catastrophic. Not all illnesses or injuries that disable an employee from working qualify as catastrophic.

Donations of sick leave will not be treated as sick leave use when calculating eligible hours for the Annual Sell Back of Sick Leave. Donations of sick leave or vacation leave will not be allowed within 14 days of a donating employee's notification of resignation.

16.6 Military Leave

The District will comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 17. Family and Medical Leave Act

17.1 Purpose of Leave

As required by the Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, eligible employees may request family leave for the birth or adoption of a child by the employee or placement of a child in foster care with the employee, to care for a child, parent, spouse, child of a domestic partner, or domestic partner of the employee who has a serious health condition; or for an employee's own serious health condition which makes the employee unable to perform the essential functions of the employee's position.

17.2 Eligibility

Employees eligible for family leave must have at least one year of service with the District and the employee must have worked at least 1,250 hours during the twelve (12) months immediately prior to the period of leave and there must be at least 50 employees employed at the employee's work site and any other District work site(s).

17.3 Employee Notice Requirements

Employees must submit leave requests in writing to their supervisor or Department Manager. All leave requests must include sufficient information for the District to make a determination as to whether the purpose of the leave qualifies as family leave. Employees must provide at least thirty (30) calendar day's written notice of foreseeable events, or notice as soon as possible for unforeseeable events which qualify for family leave. Where the need is foreseeable and the employee fails to provide sufficient advance notice, the District may deny leave until thirty (30) days' notice is provided. As to requests for leave for planned medical treatments, the employee must make a reasonable effort to schedule the leave so as to avoid disruption of District operations.

17.4 District Determination and Notice to Employee

Regardless of whether or not an employee specifically requests family leave, it is up to the District to determine whether leave, paid or unpaid, qualifies as family leave. The District shall designate paid or unpaid leave as family leave on the basis of information provided to the District by the employee. In any circumstance where the District does not have sufficient information about the reason for an employee's use of leave, the District may inquire further to ascertain whether the leave qualifies as family leave. In the event that the District determines that the purpose of the leave qualifies as family leave, the District shall immediately notify the employee, in writing. Such notice shall specify the obligations of the employee while on family leave and explain the consequences of a failure to meet these obligations, provide notice to the employee in the event that a period of paid leave is to be counted as family leave, and provide notice to the employee in the event that the District requires paid leave to be substituted for unpaid leave.

When the District requires that paid leave be substituted for unpaid leave, or that paid leave taken under an existing leave be counted as family leave, this decision shall be made at the time the employee requests or gives notice of the leave, or when the District determines that the leave qualifies as family leave, if this happens later. If either the District or the employee designates leave as family leave after leave has begun, such as when an employee requests an extension of paid leave with unpaid family leave, the entire or some portion of the paid leave may be retroactively counted as family leave, to the extent that the period qualified as family leave. If there is a dispute between the District and an employee as to whether paid leave qualifies as family leave, it should be resolved through discussions between the employee and the District.

17.5 Medical Certification

An employee's request for leave, due to serious medical condition affecting the employee, or the employee's child, parent or spouse, must be supported by a certification issued by the health care provider of the individual requiring care. The certification shall include the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the time required to care for the individual requiring care (if additional time is required, the employee must submit additional certification) and a brief statement of the regimen of treatment prescribed for the condition by the health care provider. If the family leave is due to a serious health condition affecting the employee, the certification should include a statement that the

employee is unable to perform his/her job duties. If the family leave is due to a serious condition affecting a child, parent or spouse of the employee, the certification should include a statement that the serious health condition warrants the participation of a family member.

Certification must be provided within fifteen (15) calendar days of the District's request for such certification, unless it is not practicable to do so despite the employee's diligent, good faith efforts to do so. Failure to provide certification in a timely manner may result in the following:

- A) Where the need for leave was foreseeable and the employee is not already on leave, denial of the employee's leave until such time as the employee submits the required certification; or
- B) Where the need was not foreseeable, and the employee is already on leave, denial of the employee's continued leave until such time as the employee submits the required certification.

The District may require additional medical certification of the need for family leave, including a second opinion, at the District's expense, if the District has reason to doubt the validity of the employee's certification. The District may require a third and binding medical opinion, at the District's expense, where the second opinion differs from the first.

The District may request subsequent recertification of the need for leave every thirty (30) days. It may also request recertification at more frequent intervals if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly; or the District receives information that casts doubt upon the continuing validity of the prior certification.

The District may also require certification at the time the employee seeks reinstatement from family leave due to the employee's own serious health condition that the employee is fit for duty and able to return to work.

17.6 Leave Status

The employee will be considered to be on active status where paid leave is used concurrently with unpaid family leave. On the day after the employee has used all eligible accrued benefits available, the employee shall be considered to be on unpaid leave.

17.7 Duration of Leave

Employees are entitled to a maximum of twelve (12) weeks of family leave during any twelve month period, except that if both husband and wife are employed by the District, the combined family leave of the husband and wife in connection with the birth or adoption of a child by the

employees or placement of a child in foster care with the employees shall be twelve (12) weeks in a twelve (12) month period.

17.8 Minimum Period of Leave

Leave may be taken in one or more periods and employees may take intermittent leave or leave on a reduced schedule due to a serious health condition of the employee or the employee's child, parent, domestic partner or spouse whenever medically necessary. However, if the employee requests intermittent leave, the District may require a temporary transfer to a position for which the employee is qualified, which provides equivalent pay and benefits; and which better accommodates recurring periods of leave. The District may, however, make deductions from the salary of an otherwise salaried exempt employee for any period which qualifies as unpaid family leave under federal law.

17.9 Health and Other Benefits

The District will continue group health care benefits during the period of leave on the same terms and conditions as applied prior to the commencement of family leave. The District may be entitled to reimbursement of premiums paid during a period of unpaid family leave if the employee fails to return after the period of leave has expired, unless the reason for the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition of the employee, the employee's child, parent, domestic partner or spouse or other circumstances beyond the control of the employee as set forth in applicable law and regulations. During any period of leave which is unpaid, the District shall discontinue payments made on the behalf of the employee to the employee retirement plans and the leave period shall not be counted for the purposes of time accrued under the plan.

17.10 Coordination with Other Leaves

The District requires that employees use accrued vacation or other paid accrued time off during family leave, including accrued paid sick leave during periods of family leave due to the employee's own serious health condition. Sick leave shall also be used in connection with family leave taken for other purposes in accordance with District policy and/or upon mutual agreement between the District and the employee. With the exception of leave taken on account of pregnancy, childbirth or related conditions, both state and federal family leave run concurrently with each other and with any other accrued leave which the employee may elect or the District may require that the employee use during family leave.

17.11 Reinstatement

In general, employees are entitled to reinstatement to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The District may deny reinstatement to a salaried "key employee" who is among the highest paid 10% of District employees employed within 75 miles of the employee's work site if necessary to

prevent substantial grievous economic injury to the operations of the District. Notice must be given to the employee at the time of the leave request that the District cannot deny the leave request, but that the District intends to deny reinstatement; and the employee must be given a reasonable opportunity to return to employment after receiving such notice, but elects not to return. The District may also deny reinstatement after the leave expires and the employee requests reinstatement, if the District makes a determination at the time of the reinstatement request and notifies the employee of its determination that reinstatement would cause substantial grievous economic injury to the operations of the District.

The District may deny reinstatement to an employee who gives notice that he/she no longer desires to return to employment with the District. The District may also deny reinstatement to an employee who fails to provide certification that he/she is fit for duty and able to return to work after taking family leave based on the employee's own serious health condition.

Section 18. Position Reclassification

18.1 Right to Request Reclassification

An employee, supervisor, manager or the Human Resources Director may request a review of a current classification whenever permanent and substantial changes have occurred to the position to the extent that the position has become significantly different in nature than it was when last classified. Such requests shall be made on forms as prescribed by the Human Resources Director and include the position classification, name of the current incumbent, and the nature of the changes in the responsibilities and duties of the position. Such requests shall be given, on the prescribed forms, to the Human Resources Director for determination of appropriateness.

Prior to submission to the Board of Directors for implementation of a classification change, the Human Resources Director shall forward the analysis and recommendation to the representative for the bargaining unit for review and invitation to meet and confer.

Section 19. Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the employee's position and for rejecting any probationary employee whose performance does not meet the required standards of work.

Once employment with the District begins, the employee will have a 9-month probationary period. Employees that have been promoted will have a 6-month probationary period. The employee will be given written evaluations at two-month intervals with the final evaluation immediately prior to the end of the probationary period. The employee will be evaluated by the immediate supervisor with the concurrence of the Department Manager and/or Human Resources Director.

Upon satisfactory completion of the probationary period, the employee will be considered a regular employee. Rehired employees may be required to serve another probationary period.

A probationary employee may be discharged without prior notice, obligation or cause for discharge. The District, at its sole discretion, may offer to extend the probationary period to permit further evaluation, but is not obligated to do so. The probationary period may be extended to allow the employee the opportunity to compensate for any deficiencies.

An employee may be required to serve a probationary period upon promotion, demotion or transfer. The terms of this probation shall be established at the time such probationary period is established.

Probationary employees are eligible for all benefits and conditions of employment, subject to insurance limitation, except that new employees may use their sick leave only after 90 days of employment and are not eligible to use vacation leave until after the successful completion of the probationary period. Any employee that has completed his or her original probation and is placed on probation for promotion, demotion, or transfer will continue to receive all benefits that he or she is eligible for as before, including medical and dental benefits, and vacation and sick leave. All personnel procedures, work rules and standards of conduct apply to employees during their probationary period.

An employee who does not successfully complete his/her probationary period will be reinstated to a position in the class occupied by the employee immediately prior to his/her promotion, or another class of equal or lower standard for which the employee is qualified, only if there is a vacancy in the Department from which the employee was promoted. If there is no vacant position in that classification, the employee will be placed on a waiting list for a period of two (2) years, and be offered the first position that becomes available in that classification in that Department.

Section 20. Layoff and Recall

Layoffs may occur for reasons such as, but not limited to, reduced workload, reduced revenues, reorganization, other reasons, or, when in the judgment of the General Manager it becomes necessary to abolish any positions of employment. Employees will be notified of an impending layoff twenty (20) working days in advance. Notification of layoff will be done by the Human Resources Director. Employees to be laid off will receive assistance in filing for any unemployment compensation for which they are eligible.

Layoffs will be designated by job classification. In case of layoff where there is more than one employee in the same classification and same department, the District will determine the order of layoff by considering the operational needs of the District and the employees' skills and qualifications. The District may also take into consideration the employees' performance evaluations and disciplinary record. If the employees are determined by the District to be

equally qualified and have the same performance record, then the length of service in the specific position designated for layoff shall be considered, and the least senior employee laid off.

All employees laid off shall have their names placed on a District reemployment list. The reemployment list shall be maintained for the maximum of one (1) year.

Employees will be recalled from layoff in accordance with their qualifications for the positions, i.e. those most qualified to perform the work will be recalled first, then those less qualified, yet meeting the minimum qualifications for the position. This will be based on a review of the job descriptions for the positions compared to employees' performance evaluations. If more than one employee is on the reemployment list for the recalled classification, and the District determines under the criteria noted above that the employees are equally qualified, the employee with greater District seniority, in related classifications, shall be offered the recall first.

Notification of recall will be by letter. Any employee who does not report for work, or make other arrangements with the District, within ten (10) days after the written notice of recall shall be considered to have terminated their employment.

Recalled employees that return to a classification or position other than the classification or position held at the time of layoff shall be subject to a probationary period, even if the employee had previously occupied that position or classification. Such employees may serve a probationary period that is shorter than nine (9) months, at the discretion of the District. Persons appointed to a regular District position of the same salary range as that from which they were laid off shall be removed from the reemployment list. Persons who refuse re-employment in their former position shall be removed from the layoff list. Persons employed in a lower position in the same classification series, either as a regular or temporary appointment, shall continue on the list for the higher position for one year from the date of layoff.

If an employee is recalled from layoff, the employee will be credited with the length of continuous service prior to the layoff effective date. The anniversary date, for the purpose of eligibility for Longevity Awards, will be adjusted.

Section 21. Disciplinary Action

21.1 Right to Representation

The District shall advise the employee of his or her right to be represented by the Union or another representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the District and the employee, after due consideration of the facts and circumstances of the District's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

21.2 Definition of Discipline

Disciplinary action is defined as dismissal (except for probationary release or rejection, including promotional probationary release), demotion (except for demotion due to layoff or reduction in force), suspension without pay, written reprimand and verbal reprimand. Disciplinary action may be taken by the appointing authority or his/her designated representative for just and reasonable cause and/or applicable personnel rules. Disciplinary steps to be used by the District are as follows:

- A) Verbal reprimand
- B) Written reprimand
- C) Suspension
- D) Demotion
- E) Dismissal

The level of the disciplinary action taken shall be commensurate with the offense provided that the prior employment history of the employee may also be considered pertinent. It shall be the District's policy to use progressive discipline.

21.3 Causes

The causes which shall be deemed sufficient for discipline shall include but are not limited to the following:

- A) Unauthorized absence
- B) Disorderly or immoral conduct
- C) Incompetence or inefficiency
- D) Insubordination
- E) Use of alcoholic beverages or narcotics while on duty or being under the influence of either or both while on duty
- F) Neglect of duty
- G) Negligent or willful damage to the District's property, or waste of the District's supplies or equipment
- H) Willful violation of a reasonable regulation regarding duties, conduct, or performance of the employee
- I) Misappropriation of District funds or property
- J) Violation of District policy
- K) Theft of District property
- L) Excessive tardiness
- M) Falsification of forms, records or reports including time cards or employment records

21.4 Notice of Intent (Skelly Notice)

The Appointing Authority or designee shall give written notice (Skelly Notice) of his/her

intent to take disciplinary action against any involved employee. Verbal reprimands and written reprimands are not subject to this procedure. Such notice must be served on the employee in person or by certified or registered mail at least five (5) business days prior to the disciplinary action becoming effective. This notice shall be furnished at least five (5) business days prior to the proposed effective date of the action and a copy of such notice will be sent to the Union. The Skelly Notice shall include:

- A) Statement of the nature of the disciplinary action
- B) Effective date of the action to be taken
- C) Statement of the cause thereof
- D) Statement in ordinary language of the specific act(s) or the omissions upon which the proposed discipline is based
- E) Statement that employee is entitled to review all written materials related to the proposed discipline
- F) Statement advising the employee of his/her right to appeal from such action and the right to representation

If the employee fails to respond within five (5) business days to the Notice of Intent of the proposed action, then the action of the Appointing Authority shall be effective on the date specified for final action.

The failure of an Appointing Authority to follow this procedure shall not render the action void nor constitute a defense by an employee to a disciplinary action.

21.5 Skelly Hearing

Prior to the disciplinary action being initiated, the Appointing Authority or designee shall conduct a Skelly hearing, if requested by the employee or representative.

At this hearing, the employee and his/her representative shall be afforded the opportunity to respond to the charges, either orally or in writing. The Appointing Authority may reduce or modify the intended action as a result of the Skelly hearing. The Appointing Authority shall consider any comments of the employee before making a final decision, and shall transmit to the employee a letter containing the decision within ten (10) business days of the Skelly hearing.

In the event of dismissal, after receiving notice, but prior to the proposed effective date of dismissal, the employee may be retained in duty status, or suspended with pay at the discretion of the Appointing Authority.

The only exception to giving prior notice for dismissal or suspension without pay, as provided for in the law, is in an emergency where it is deemed necessary to remove the employee from his/her employment immediately for the safety of the public, the employee, or other District employees, provided a Skelly opportunity is afforded at the earliest reasonable opportunity available and the disciplinary action is still appealable. An employee removed on an emergency

basis will be placed on paid administrative leave pending receiving the notice and an opportunity to respond.

21.6 Disciplinary Appeals

In the case of suspension without pay, demotion, or dismissal, the employee may appeal the decision of the Appointing Authority to the General Manager or his/her designee. An employee shall have ten (10) business days from the date of the Appointing Authority's decision to notify the General Manager or his/her designee in writing of the appeal. If the employee fails to appeal the Appointing Authority's decision, the intended discipline shall be imposed on the day specified therein. If the employee appeals within the specified time, the Appointing Authority will determine if the employee can remain on his/her normal work schedule or be placed on leave with pay until the appeal to the General Manager or his/her designee has been completed. Verbal reprimands, written reprimands and evaluations are not included in the definition of "discipline" under this section.

Appeal of suspension without pay up to a maximum of forty (40) hours

In the case of suspension without pay up to a maximum of forty (40) hours, the decision of the General Manager or his/her designee shall be final.

Appeal of suspension without pay exceeding forty (40) hours, demotion, or dismissal

In the case of dismissal, the employee may request that the decision of the General Manager or his/her designee be submitted for advisory, non-binding arbitration. Such request must be made in writing within five (5) business days following the date of the General Manager's decision. An arbitrator shall be selected by mutual agreement between the parties. Should the parties fail to agree upon an arbitrator within a reasonable period, they shall jointly request the appointment of an arbitrator through State Mediation and Conciliation Service.

- A) The record submitted to the arbitrator must be the record of proceedings before the General Manager. No evidence that was not submitted to the General Manager may be introduced in the arbitration. Notwithstanding the foregoing, if the arbitrator determines, not later than the first day of arbitration, that new evidence is available that could not, with the exercise of reasonable care and diligence, have been presented in the proceeding before the General Manager, the arbitrator must dismiss the advisory arbitration without prejudice, and remand the issue to the General Manager for further proceedings.
- B) The arbitrator's decision must be in writing and will be advisory and non-binding on the District, the employee, and the employee's representative.
- C) All fees and costs of the arbitrator, including the cost of a court reporter, if the arbitrator

desires one, shall be split equally between the District and the employee. Each party shall bear their own attorney's and consultant's fees, and costs incurred.

In the case of suspension without pay exceeding forty (40) hours, demotion, or dismissal, the employee may appeal the decision of the General Manager to the Board of Directors. A written notice of appeal must be received by the General Manager no later than five (5) business days following the date of the General Manager's decision.

If the employee requested submission of the General Manager's decision for advisory, non-binding arbitration in the case of dismissal, the Board of Directors will take the arbitrator's non-binding decision under advisement in issuing its decision.

Section 22. Grievance Procedure

The purpose of this grievance procedure is to provide all employees covered by the Memorandum of Understanding the opportunity to settle problems in the course of their employment in a fair and orderly fashion if such problems cannot be informally settled.

Specifically excluded from the grievance procedure are subjects involving the amendment of a state or federal law; Board of Directors' resolution or ordinance; performance evaluations, denial of merit increases, discriminatory acts, or other matters which have other means of appeal.

It is the intent of the parties to this Memorandum of Understanding to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision and as fairly and promptly as possible. Therefore, it is agreed that there shall be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated or pursued by the Union or the aggrieved employee within these time limits, will be considered settled on the basis of the last timely demand or answer by the District, unless the time is extended by agreement of both parties. At each step of the grievance procedure, the District shall make available any record relied upon to sustain the action which gave rise to the grievance.

22.1 Application

This procedure shall apply to employees of the District covered by the Memorandum of Understanding. A grievance may be on behalf of an individual employee or all employees affected or the Union.

All time periods specified herein may be extended by written agreement of the Union and the General Manager or designated representative.

22.2 Scope

This procedure may be used whenever an employee believes he/she has personally been adversely affected by any action taken by the employer or its agents in the following matters:

- A) Violation of the Memorandum of Understanding
- B) Discrimination prohibited by law
- C) Layoff
- D) Promotion

“Section 19. Probationary Period” shall not be within the scope of a grievance. An employee who is released from probation and believes such release is due to prohibited discrimination may file a grievance.

22.3 Informal Resolution of Complaints

Before filing a grievance, an employee who has a complaint should attempt to resolve the matter through informal discussion without undue delay. It is the policy of the District to settle complaints at the first stage of complaint. Informal resolution shall not constitute the establishment of a “practice”, “past practice”, or a modification or interpretation of this Memorandum of Understanding unless it is in writing approved by the General Manager or Human Resources Director.

22.4 Grievance Process

A grievance does not exist until reduced to writing and filed at both the first level of review and with the Human Resources Director. If at any time in the proceedings it is determined that (a) grievant is not entitled to use the procedures or (b) the matter grieved is outside the scope of this procedure, the grievance shall be returned to the grievant with a written explanation and the proceedings shall be terminated pending final determination of applicability. Disputes over scope shall be resolved by the final level of review.

A) Formal Presentation

The grievance shall be written and shall state the circumstances over which the grievant claims to be aggrieved, how the meaning, interpretation, application or enforcement of this Memorandum of Understanding is affecting him/her to his/her detriment, and the remedy he/she seeks.

B) Time Limit for Filing Grievance

Grievances must be filed within five (5) business days of the incident or occurrence about which the employee claims to have a grievance.

C) Time Limits for Responding

Grievances not appealed to the next higher level within the time limits as set forth in this procedure shall be considered settled on the basis of the last answer and no further appeal may be made. The above time limits may be extended by mutual written agreement.

D) Initial Filing at Above First Level

Grievances may be filed at Second Level or Third Level, provided both parties agree that filing above First Level is appropriate.

First Level of Review. Within five (5) business days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor.

This statement shall be a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Following the immediate supervisor's review of the grievance, discussion with the employee, if requested, and consultation with the Human Resources Director, the immediate supervisor shall communicate his/her decision to the employee in writing within five (5) business days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference. This meeting is a most effective way to discuss and resolve grievances.

Second Level of Review. If the grievant is not satisfied with the decision at the first level, he/she may, within five (5) business days, appeal the decision in written form to the Department Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear and concise statement of the reasons for the appeal.

The Department Manager or his/her designee shall communicate his/her decision to the grievant within five (5) business days. If the Department Manager or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

Third Level of Review. If the grievant is not satisfied with the decision at the second level, he/she may, within (5) business days, appeal the decision in written form to the General Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear and concise statement of the reasons for the appeal.

The General Manager or his/her designee shall communicate his/her decision to the grievant within five (5) business days. If the General Manager or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

Fourth Level of Review. If the grievant is not satisfied with the decision at the third level, he/she may, within five (5) business days, submit the request in writing to the General Manager or his/her designee for review by the Board. The Board will make a final written determination of all grievances brought before it.

Representation. The employee may request the assistance of another person (i.e., the Union) of his/her own choosing in preparing and presenting his/her appeal at any level of review.

Access to Information. At each level of review the grievant shall have access to the materials comprising the record of the grievance.

District Time for Preparation and Meeting. The grievant and any representative (if employed by the District) are entitled to use a reasonable amount of work time in preparing and presenting the grievance.

No Reprisals. No employee will be discriminated against in his/her employment because of the employee's utilization of this procedure. Complaints regarding allegations of reprisals should be submitted to the General Manager.

Reconsideration of a Grievance. Once a grievance has been reviewed under this procedure, it shall not be reopened or reconsidered except by mutual consent of the grievant, the Union and the General Manager.

22.5 Consistent Decisions

No decision shall be made under the grievance procedure which is inconsistent with the terms and conditions of this MOU or any other applicable law, ordinance, resolution, regulation or rule that is not superseded by this MOU.

22.6 Administration of the Grievance Procedure

As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the MOU, law, ordinance, resolution, regulation or rule alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed and the signature(s) of the person or persons filing the grievance.

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits, the grievance shall be considered resolved.

If a District representative does not render a decision to the employee within the time limits, the employee may, within five (5) business days thereafter, appeal to the next step of the procedure.

If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.

By agreement in writing, the parties may extend any or all of the time limits of the grievance procedure.

A copy of all formal grievance decisions shall be forwarded to the grievant, the Human Resources Director and the Union.

After consultation with the Union, the Human Resources Director may temporarily suspend or consolidate grievance processing on a section-wide basis in an emergency situation. Emergencies shall be defined as natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Union may appeal the suspension or consolidation action of the Human Resources Director to the Board of Directors step of the grievance procedure.

22.7 The Union's Standing to Grieve

The Union shall have standing to grieve beginning at the first formal step as follows:

On all matters relating to the Union rights or prerogatives or on matters relating to the Union's business relationship with the District.

On behalf of former District Employees regarding their termination rights and benefits.

Where the Union determines that there is a substantial non-compliance with another grievable term or condition of employment, where no specific employee is directly affected by an interpretation or application of the District affecting otherwise grievable terms and conditions of employment

Where a grievance filed by an employee representing themselves or having a representative other than the Union is resolved in a manner the Union believes to be inconsistent with the Memorandum of Understanding.

Section 23. Personnel Files

An employee or the employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request.

The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee is afforded the opportunity to respond in writing to the contents of performance evaluation reports and letters of reprimand or warning.

Section 24. Outside Employment

An employee of the District may engage in employment outside the employee's business hours when approved by the General Manager or his/her designee. Approval shall be based on whether outside employment will cause or can cause a conflict of interest, or impair job performance.

Section 25. Miscellaneous

25.1 Uniforms, Protective Clothing and Equipment

All Operations and Maintenance employees below the level of Supervisor are required to wear uniform shirts while on the job. Uniform shirts will be purchased by the District. The District allots five (5) uniform shirts per person per year. The shirts are usually ordered each year in the spring, close to the start of water season. Employees will be required to sign a written deduction authorization at the time of issuance of shirts. Failure to return uniform shirts upon separation of employment from the District will result in payroll deductions from the employee's final paycheck.

The value of District purchased uniform shirts is reported to CalPERS as income. The total dollar amount for each employee who is required to wear the shirts is added annually to their individual PERS retirement account.

Safety Shoes: Designated employees must wear District-approved leather safety ("steel-toed") shoes. Effective January 1, 2018 the District shall provide a reimbursement of up to two-hundred (\$200.00) dollars per calendar year to all employees designated to wear safety shoes and pre-approved for the boot allowance under this section. This reimbursement shall be for either the purchase or repair of safety boots/shoes, insoles, inserts or laces, waterproofing or accessories to preserve and upkeep boots, but shall not exceed two hundred (\$200.00) dollars per calendar year. The employee will provide receipts for the purchase and have the reimbursement approved by the Department Manager and then submit the approved receipt to the Finance Department for payment as part of the normal Accounts Payable process. The employee will only submit one reimbursement for the full amount per calendar year.

Safety Equipment: Employees are expected to work safely, observe safety regulations, report unsafe working conditions and wear appropriate safety equipment. For those employees requiring personal safety equipment to perform their job, the District will provide dust masks, rubber boots, gloves, safety glasses or goggles, hard hats, and overalls. Employees will be required to sign a written deduction authorization at the time of issuance of safety equipment. Failure to return safety equipment upon separation of employment from the District will result in payroll deductions from the employee's final paycheck.

25.2 License and Certification Fees

The District shall reimburse employees for the actual cost of fees for any license or certification (e.g. State Operator's Certification) required or recognized as an eligible license or certification in a job description by the District. Examples of fees: application fee, certificate fee, permit fee, testing fee, physical exam fee. No fees will be reimbursed if employee does not obtain license/certification related to the incurred expenses. No fees related to penalties for untimely submission of the above stated items will be reimbursed by the District. Review classes/courses taken in preparation for license/certificate attainment and/or renewal are not eligible for reimbursement under this section. A Class C driver's license is not eligible for reimbursement.

Any employee who is assigned to drive equipment requiring Class A or Class B license shall obtain and maintain as a condition of employment the required license within ninety (90) days of being assigned to operate such equipment. Continued employment of employees who fail to

obtain or maintain the appropriate license will be subject to the provisions of the Americans with Disabilities Act. The initial fee for the Class A or B license will be reimbursed by the District. Subsequent recertification or licensing fees will be paid by the District. The cost of the physical/medical exam will be paid by the District, provided, however, such exam is performed by a District designated physician.

25.3 Expense Reimbursement

The District will reimburse all normal and necessary expenses incurred by the employee for District-related purposes in accordance with the District's Personnel Policy.

25.4 Educational Assistance & Professional Development Assistance

Expenses as outlined in this section are separate from job-related assistance provided by or paid directly by the District. All benefits provided under this section are subject to applicable provisions of federal and/or state law, and all applicable District policies and procedures, as approved by the Board of Directors.

Only those reimbursements which are directly related to or required for an employee's current job classification are non-taxable, as defined by federal and/or state law and can be excluded from taxable wages.

To be excluded from taxable wages, the educational or professional development course:

- Must be job-related and either necessary to maintain or improve current job skills. It must be directly related to the employees' current job classification.
- Cannot be used to meet the minimum educational requirements of the current job classification or would otherwise qualify the employee for a new job outside of their current job classification.
- Cannot be taken to acquire a license or special certification, in preparation for a new job classification.

Educational or professional development expenses that do not meet the criteria listed above are not eligible for reimbursement.

Educational assistance and professional development assistance combined allowance shall not exceed four hundred fifty dollars (\$450) per calendar year; at the employee's option, employees may combine the 2018 and 2019 allowance for a total of nine hundred dollars (\$900). Employees will be allowed to combine the allowance in subsequent two-year increments (e.g. 2020/2021). Employees who have chosen to combine the allowance may be reimbursed for up to maximum amount available, or \$900.00, whichever is less.

25.4.1 Educational Assistance

Employees are encouraged to seek further education. The District may provide regular, full-time employees with assistance in paying the cost of educational courses which are related to their

present work. Such classes may be taken individually and need not be directed toward a degree or certificate. The District will reimburse regular, full-time employees for approved educational on the following criteria:

- A) The District will reimburse tuition fees and educational materials incurred by employees who, with the General Manager's, or designee's, prior approval, take courses through accredited colleges and universities. Correspondence courses are generally not eligible for reimbursement. On-line classes through an accredited college or university are eligible for reimbursement. Transportation expenses are not eligible for reimbursement. All educational materials paid for by the District can be kept by the employee.
- B) It is required that the employee be on the District payroll at the time he or she starts, participates in, and completes the course and the General Manager, or designee, is provided with evidence of satisfactory completion through a record of transcript from the institution. Successful completion of a course is defined as a grade of "C" or better or "Pass" in a pass/fail grading system. Withdrawal or incomplete shall not be considered as satisfactory completion.
- C) Requests for educational assistance must be made prior to the beginning of the course. To be eligible for educational assistance, the employee must make application to, and receive approval from, the General Manager, or designee.
- D) No reimbursement will be made until after completion of the course. Appropriate receipts documenting cost must be submitted to the Human Resources Director. Payment will be made as part of the District's normal Accounts Payable process. No refund will be made if reimbursement has been made from any other source (i.e.: G.I. Bill, etc.).

25.4.2 Professional Development Assistance

The District may provide regular, full-time employees with assistance in paying the cost of professional development expenses which are related to their present job classification. The District will reimburse regular, full-time employees for expenses that meet the following criteria:

- A) Certification / license review courses, courses taken for contact hours or continuing education units required for certification / license attainment and/or or renewal requirements, or job related conferences/seminars. Attendance will be done on the employee's time using approved vacation or compensatory time. All related expenses such as registration, textbooks, parking, travel and lodging, meals, and mileage reimbursement will be reimbursed up to the maximum reimbursement amount allowed in this section. Expenses that exceed this amount will be at the employee's expense.
- B) It is required that the employee be on the District payroll at the time he or she starts, participates in, and completes the professional development and the General Manager, or designee, is provided with evidence of satisfactory completion or attendance through a verification provided by the professional development vendor/provider. Withdrawal and/or failure to attend shall not be considered as satisfactory completion.

C) Requests for assistance must be made prior to the beginning of the professional development. To be eligible for assistance, the employee must make application to, and receive approval from, the General Manager, or designee in advance.

D) No reimbursement will be made until after completion of the professional development. Appropriate receipts documenting cost must be submitted to the Human Resources Director. Payment will be made as part of the District's normal Accounts Payable process.

25.5 Substance Abuse Policy

The parties have agreed to the District's Substance Abuse Policy, as detailed in District Personnel Policy.

25.6 Vehicle Mileage Reimbursement

Travel and mileage reimbursement shall be in accordance with District Personnel Policy.

25.7 Performance Evaluation Process

Employees will receive Performance Evaluations in accordance with District Personnel Policy.

25.8 Longevity Pay

For the purpose of acknowledging long-standing service, awards will be presented to employees who have met the following schedule of continuous full-time service. These service awards will be given as a one-time cash payment at a Board of Directors meeting immediately following the employee's anniversary hire date. Upon completion of ten (10) years, the employee will receive five (5) percent of their annual salary as of their anniversary hire date. After twenty (20) and again at thirty (30) years, the employee will receive ten (10) percent of their annual salary as of their anniversary hire date. Longevity Pay is considered payroll and is subject to appropriate payroll withholding taxes.

25.9 Dependent Care Expense / Medical Care Expense Reimbursement Plan

The District will maintain for the duration of this MOU, a plan whereby employees may elect to voluntarily contribute to a dependent care expense program (as prescribed by and within the meaning of Section 129 of the Internal Revenue Code) or a medical care expense plan that provides for health benefits (which are "qualified benefits" within the meaning of Section 125 (e) of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the District.

25.10 Contracting Out

Bargaining Unit work will normally be performed by Bargaining Unit members who are employees of the District. If reassigning work to outside agencies is due to fiscal constraints, the

District and the Union will meet and confer regarding the decision and the impact to the bargaining unit members. If the District's decision is based on organizational concerns, the District will meet and confer with the Union regarding the impacts on mandatory subjects of bargaining. This Section does not limit the District Rights in Section 5 of this MOU.

Section 26. Temporary Modified Light Duty Assignments

On occasion, an employee may incur an injury or illness that precludes their performing regular duties. If a modified or light duty assignment exists as determined by the Department Manager and in conjunction with the Human Resources Director, deems that it may be filled temporarily, first consideration shall be given to those industrially disabled employees within the department on a case by case basis and non-industrial disabled employees shall be given second consideration.

Authorization for such assignments must be obtained from the employee's physician in cases of off-duty related injury or illness (with the cost to be paid by the employee) or by the designated District physician for job related injury or illness (at the District's expense). The District reserves the right to require an opinion from the designated District physician (at the District's expense) in off-duty related injuries or illnesses.

A statement from a physician must estimate the date of recovery from the injury or illness and must indicate the employee's ability to return to work and specify any limitations or restrictions. The employee must have the capabilities and qualifications to perform the temporary assignment.

Employees assigned to modified or light duty may receive performance evaluations at any time during the assignment, for work performed while on modified or light duty.

The duration of light or modified duty assignments shall be determined on a case by case basis. The employee shall return to their normal job when they are released by the treating physician.

Section 27. Separability of Provisions

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 28. Past Practices and Existing Memoranda of Understanding

This Agreement constitutes the complete and entire agreement between the parties as to the terms contained herein. This Agreement supersedes and cancels all prior practices and

agreements related to the benefits herein, whether written or oral, unless expressly stated in this Agreement.

The District Personnel Policies shall be applicable to employees unless superseded by any provisions of this MOU.

Section 29. Duration

This Memorandum of Understanding shall be effective the date the Memorandum of Understanding is ratified by the Board and all provisions shall have an effective date of January 1, 2018 and shall remain in full force and effect to and including December 31, 2020 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first (1st) day of January 2021 or to the first (1st) day of January of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

If the foregoing is in accordance with your understanding please so indicate by signing below.

Made and entered into this 17 day of July 2018.

SOLANO IRRIGATION DISTRICT

PUBLIC EMPLOYEES UNION, LOCAL 1

By: 
Cary Keaten, General Manager

By: 
Ron Slaven, Business Agent

By: 
John D. Kluge, Board President

By: 
Martin Garcia, President – General Unit

By: 
Ken Medlin, General Unit

By: 
Dean Miner, General Unit

APPENDIX A – Classification Ranges
EFFECTIVE 01-01-2018

<u>Classification</u>	<u>Range</u>
Accounting Clerk I / II	120/125**
Apprentice Operator I - Water Treatment Plant	133
Apprentice Operator II - Water Treatment Plant	138
Damtender I	135
Distribution System Operator	140-152**
Distribution System Technician	143-157**
Equipment Operator	138**
Equipment Operator Apprentice	126
Inventory Specialist	129
Lead Distribution System Operator	157-167**
Lead Operator, PSC	138
Lead Operator, Water Treatment Plant	165-170**
Lead Pest Management Applicator	144
Lead Solano Project Technician	172
Lead Utility Worker	148-162**
Lead Watertender	148-162**
Mechanic	138
Meter Reader	128
Pest Management Applicator	128-136**
PSC Lead Utility Worker	141
PSC Operator Relief / Canal Maintenance	130
Shift Operator, Water Treatment Plant	150-160**
Solano Project Technician	130-160**
Utility Worker	116-140**
Water Quality Specialist	164
Watertender	116-140**
Welder/Mechanic	138

** Indicates assigned Salary Range is based upon possession of qualifying license(s) and/or certification(s) stated in job description.

GENERAL UNIT Effective: 5/24/2018

Grade	Step	Hourly Amount	Grade	Step	Hourly Amount	Grade	Step	Hourly Amount
90	1	\$16.47	99	1	\$18.45	108	1	\$20.62
	2	\$17.32		2	\$19.38		2	\$21.66
	3	\$18.17		3	\$20.35		3	\$22.75
	4	\$19.08		4	\$21.38		4	\$23.90
	5	\$20.03		5	\$22.44		5	\$25.09
91	1	\$16.72	100	1	\$18.71	109	1	\$20.90
	2	\$17.54		2	\$19.63		2	\$21.93
	3	\$18.42		3	\$20.60		3	\$23.02
	4	\$19.35		4	\$21.64		4	\$24.17
	5	\$20.32		5	\$22.72		5	\$25.40
92	1	\$16.93	101	1	\$18.91	110	1	\$21.18
	2	\$17.77		2	\$19.85		2	\$22.24
	3	\$18.66		3	\$20.85		3	\$23.36
	4	\$19.60		4	\$21.90		4	\$24.51
	5	\$20.57		5	\$22.99		5	\$25.76
93	1	\$17.11	102	1	\$19.18	111	1	\$21.39
	2	\$17.98		2	\$20.16		2	\$22.45
	3	\$18.86		3	\$21.15		3	\$23.59
	4	\$19.81		4	\$22.21		4	\$24.76
	5	\$20.81		5	\$23.32		5	\$25.98
94	1	\$17.36	103	1	\$19.39	112	1	\$21.67
	2	\$18.21		2	\$20.36		2	\$22.76
	3	\$19.13		3	\$21.39		3	\$23.91
	4	\$20.10		4	\$22.45		4	\$25.10
	5	\$21.10		5	\$23.59		5	\$26.36
95	1	\$17.57	104	1	\$19.70	113	1	\$21.98
	2	\$18.44		2	\$20.68		2	\$23.09
	3	\$19.37		3	\$21.70		3	\$24.26
	4	\$20.34		4	\$22.80		4	\$25.46
	5	\$21.37		5	\$23.94		5	\$26.72
96	1	\$17.78	105	1	\$19.84	114	1	\$22.23
	2	\$18.67		2	\$20.84		2	\$23.35
	3	\$19.61		3	\$21.89		3	\$24.50
	4	\$20.58		4	\$22.98		4	\$25.75
	5	\$21.61		5	\$24.13		5	\$27.02
97	1	\$17.98	106	1	\$20.18	115	1	\$22.52
	2	\$18.86		2	\$21.17		2	\$23.64
	3	\$19.81		3	\$22.23		3	\$24.82
	4	\$20.81		4	\$23.35		4	\$26.08
	5	\$21.85		5	\$24.50		5	\$27.37
98	1	\$18.21	107	1	\$20.37	116	1	\$22.80
	2	\$19.13		2	\$21.40		2	\$23.94
	3	\$20.10		3	\$22.46		3	\$25.13
	4	\$21.10		4	\$23.60		4	\$26.40
	5	\$22.16		5	\$24.77		5	\$27.72

GENERAL UNIT Effective: 5/24/2018

Grade	Step	Hourly Amount	Grade	Step	Hourly Amount	Grade	Step	Hourly Amount
117	1	\$23.08	126	1	\$25.84	135	1	\$28.85
	2	\$24.25		2	\$27.14		2	\$30.30
	3	\$25.45		3	\$28.49		3	\$31.80
	4	\$26.71		4	\$29.92		4	\$33.39
	5	\$28.04		5	\$31.42		5	\$35.07
118	1	\$23.36	127	1	\$26.16	136	1	\$29.22
	2	\$24.51		2	\$27.47		2	\$30.69
	3	\$25.76		3	\$28.84		3	\$32.22
	4	\$27.03		4	\$30.29		4	\$33.83
	5	\$28.38		5	\$31.79		5	\$35.53
119	1	\$23.66	128	1	\$26.48	137	1	\$29.55
	2	\$24.84		2	\$27.79		2	\$31.02
	3	\$26.11		3	\$29.19		3	\$32.57
	4	\$27.39		4	\$30.64		4	\$34.19
	5	\$28.78		5	\$32.19		5	\$35.92
120	1	\$23.97	129	1	\$26.78	138	1	\$29.99
	2	\$25.17		2	\$28.13		2	\$31.50
	3	\$26.43		3	\$29.53		3	\$33.05
	4	\$27.75		4	\$31.00		4	\$34.72
	5	\$29.15		5	\$32.55		5	\$36.46
121	1	\$24.32	130	1	\$27.11	139	1	\$30.35
	2	\$25.52		2	\$28.45		2	\$31.85
	3	\$26.79		3	\$29.89		3	\$33.44
	4	\$28.14		4	\$31.37		4	\$35.14
	5	\$29.54		5	\$32.96		5	\$36.91
122	1	\$24.54	131	1	\$27.45	140	1	\$30.71
	2	\$25.79		2	\$28.82		2	\$32.25
	3	\$27.07		3	\$30.25		3	\$33.85
	4	\$28.43		4	\$31.77		4	\$35.55
	5	\$29.86		5	\$33.35		5	\$37.32
123	1	\$24.86	132	1	\$27.78	141	1	\$31.10
	2	\$26.13		2	\$29.18		2	\$32.65
	3	\$27.42		3	\$30.63		3	\$34.30
	4	\$28.80		4	\$32.18		4	\$35.99
	5	\$30.23		5	\$33.78		5	\$37.79
124	1	\$25.15	133	1	\$28.16	142	1	\$31.45
	2	\$26.42		2	\$29.56		2	\$33.02
	3	\$27.74		3	\$31.03		3	\$34.69
	4	\$29.14		4	\$32.59		4	\$36.40
	5	\$30.58		5	\$34.21		5	\$38.25
125	1	\$25.50	134	1	\$28.50	143	1	\$31.85
	2	\$26.77		2	\$29.93		2	\$33.44
	3	\$28.12		3	\$31.43		3	\$35.14
	4	\$29.52		4	\$33.00		4	\$36.91
	5	\$30.99		5	\$34.65		5	\$38.75

GENERAL UNIT Effective: 5/24/2018

Grade	Step	Hourly Amount	Grade	Step	Hourly Amount	Grade	Step	Hourly Amount
144	1	\$32.23	153	1	\$36.12	162	1	\$40.36
	2	\$33.84		2	\$37.93		2	\$42.39
	3	\$35.54		3	\$39.81		3	\$44.51
	4	\$37.31		4	\$41.80		4	\$46.73
	5	\$39.17		5	\$43.90		5	\$49.09
145	1	\$32.73	154	1	\$36.53	163	1	\$40.86
	2	\$34.37		2	\$38.35		2	\$42.91
	3	\$36.08		3	\$40.25		3	\$45.06
	4	\$37.86		4	\$42.27		4	\$47.32
	5	\$39.77		5	\$44.38		5	\$49.67
146	1	\$33.10	155	1	\$36.99	164	1	\$41.38
	2	\$34.74		2	\$38.83		2	\$43.46
	3	\$36.50		3	\$40.78		3	\$45.62
	4	\$38.32		4	\$42.82		4	\$47.93
	5	\$40.21		5	\$44.97		5	\$50.30
147	1	\$33.40	156	1	\$37.44	165	1	\$41.92
	2	\$35.09		2	\$39.34		2	\$44.02
	3	\$36.83		3	\$41.31		3	\$46.23
	4	\$38.68		4	\$43.36		4	\$48.54
	5	\$40.61		5	\$45.54		5	\$50.96
148	1	\$33.90	157	1	\$37.95	166	1	\$42.42
	2	\$35.59		2	\$39.83		2	\$44.54
	3	\$37.36		3	\$41.83		3	\$46.77
	4	\$39.23		4	\$43.92		4	\$49.12
	5	\$41.20		5	\$46.11		5	\$51.56
149	1	\$34.37	158	1	\$38.41	167	1	\$42.94
	2	\$36.08		2	\$40.33		2	\$45.10
	3	\$37.86		3	\$42.36		3	\$47.35
	4	\$39.77		4	\$44.47		4	\$49.70
	5	\$41.76		5	\$46.69		5	\$52.18
150	1	\$34.75	159	1	\$38.92	168	1	\$43.49
	2	\$36.51		2	\$40.84		2	\$45.64
	3	\$38.33		3	\$42.90		3	\$47.95
	4	\$40.22		4	\$45.04		4	\$50.32
	5	\$42.24		5	\$47.31		5	\$52.84
151	1	\$35.21	160	1	\$39.34	169	1	\$44.02
	2	\$36.98		2	\$41.31		2	\$46.23
	3	\$38.82		3	\$43.36		3	\$48.54
	4	\$40.77		4	\$45.54		4	\$50.96
	5	\$42.81		5	\$47.81		5	\$53.53
152	1	\$35.61	161	1	\$39.85	170	1	\$44.61
	2	\$37.39		2	\$41.85		2	\$46.84
	3	\$39.27		3	\$43.95		3	\$49.18
	4	\$41.24		4	\$46.15		4	\$51.63
	5	\$43.31		5	\$48.45		5	\$54.22

GENERAL UNIT Effective: 5/24/2018

Grade	Step	Hourly Amount	Grade	Step	Hourly Amount	Grade	Step	Hourly Amount
171	1	\$45.19	180	1	\$50.46	189	1	\$56.40
	2	\$47.43		2	\$52.98		2	\$59.22
	3	\$49.82		3	\$55.62		3	\$62.17
	4	\$52.30		4	\$58.41		4	\$65.28
	5	\$54.93		5	\$61.34		5	\$68.54
172	1	\$45.72	181	1	\$51.11	190	1	\$57.16
	2	\$48.01		2	\$53.67		2	\$60.01
	3	\$50.39		3	\$56.35		3	\$63.01
	4	\$52.92		4	\$59.17		4	\$66.17
	5	\$55.56		5	\$62.13		5	\$69.49
173	1	\$46.25	182	1	\$51.70	191	1	\$57.83
	2	\$48.56		2	\$54.30		2	\$60.73
	3	\$50.99		3	\$57.01		3	\$63.78
	4	\$53.56		4	\$59.87		4	\$66.96
	5	\$56.22		5	\$62.86		5	\$70.31
174	1	\$46.86	183	1	\$52.39	192	1	\$58.23
	2	\$49.20		2	\$55.00		2	\$61.13
	3	\$51.65		3	\$57.75		3	\$64.21
	4	\$54.24		4	\$60.64		4	\$67.41
	5	\$56.95		5	\$63.68		5	\$70.78
175	1	\$47.42	184	1	\$53.01	193	1	\$59.32
	2	\$49.81		2	\$55.67		2	\$62.29
	3	\$52.29		3	\$58.44		3	\$65.41
	4	\$54.92		4	\$61.38		4	\$68.67
	5	\$57.65		5	\$64.44		5	\$72.11
176	1	\$48.03	185	1	\$53.68	194	1	\$60.02
	2	\$50.42		2	\$56.36		2	\$63.02
	3	\$52.95		3	\$59.18		3	\$66.18
	4	\$55.59		4	\$62.14		4	\$69.50
	5	\$58.38		5	\$65.23		5	\$72.96
177	1	\$48.63	186	1	\$54.36	195	1	\$60.78
	2	\$51.04		2	\$57.09		2	\$63.84
	3	\$53.61		3	\$59.95		3	\$67.03
	4	\$56.31		4	\$62.94		4	\$70.38
	5	\$59.13		5	\$66.10		5	\$73.92
178	1	\$49.22	187	1	\$55.04	196	1	\$61.60
	2	\$51.68		2	\$57.80		2	\$64.68
	3	\$54.28		3	\$60.70		3	\$67.91
	4	\$56.99		4	\$63.74		4	\$71.31
	5	\$59.84		5	\$66.92		5	\$74.88
179	1	\$49.95	188	1	\$55.75	197	1	\$62.34
	2	\$52.46		2	\$58.52		2	\$65.45
	3	\$55.07		3	\$61.46		3	\$68.73
	4	\$57.82		4	\$64.53		4	\$72.17
	5	\$60.72		5	\$67.75		5	\$75.77

Grade	Step	Hourly Amount
198	1	\$63.14
	2	\$66.29
	3	\$69.60
	4	\$73.09
	5	\$76.74
199	1	\$63.92
	2	\$67.14
	3	\$70.49
	4	\$74.00
	5	\$77.72