

ORDINANCE NO. 1425.10

COACHELLA VALLEY WATER DISTRICT

AN ORDINANCE PROVIDING FOR THE EMPLOYMENT
AND CLASSIFICATION OF DISTRICT EMPLOYEES,
FIXING COMPENSATION THEREFORE, AND OTHER
PURPOSES AND REPEALING ALL ORDINANCES IN
CONFLICT THEREWITH

BE IT ORDAINED by the Board of Directors of the Coachella Valley Water
District as follows:

OUTLINE OF CONTENTS

<u>SECTION</u>	<u>ITEM</u>	<u>PAGE</u>
1.	<u>GENERAL</u>	
	Repeal.....	1-1
	Effective Date	1-1
	Review	1-1
	Validity.....	1-1
	Reference Adoption	1-1
	General Manager's Authority	1-1
	Availability of Rules	1-2
	Working Hours.....	1-2
	Personnel Action Form.	1-2
	Vehicle Control	1-2
	Tax on District Assigned Vehicles	1-2
	Community Assistance - Emergencies.....	1-2
	Employee Parking	1-3
	Parking Fee	1-3
	Labor Management Committees	1-3
	Stewards' Program	1-4
	Handling Grievances (ASSET only).....	1-5
	ACVWDM/ASSET/CVWDEA Material	1-5
2.	<u>FIXING OF DUTIES</u>	
	By Directors and General Manager	2-1
3.	<u>DEFINITIONS</u>	3-1
4.	<u>EMPLOYMENT</u>	
	Internal Transfers, Promotions and Recruitment	4-1
	Zanjero Assignment	4-2
	Control Operators.....	4-3
	Standby Assignment.....	4-3
	Salary Step Placement	4-4
	Employee Identification	4-4
	Work Attire/Uniforms.....	4-4
	Hair.....	4-5
	Jackets	4-5
	Driver's License.....	4-6
	Communication.....	4-6

<u>SECTION</u>	<u>ITEM</u>	<u>PAGE</u>
5.	<u>SALARIES</u>	
	Compensation of Officers	5-1
	Consultants.....	5-1
	Position Classification (Job Titles)	5-1
	Salary Schedule.....	5-18
	Assignments	5-25
	Probation and Regular Employee.....	5-25
	Merit Increases	5-26
	Promotions	5-26
	Transfers.....	5-26
	Salary Payment.....	5-26
	Eligibility for Standby, Premium Time and Overtime Pay	5-27
	Standby Time Pay	5-27
	Call-out Time	5-27
	Fatigue Time.	5-28
	Holiday Pay	5-29
	Shift Differential	5-29
	Longevity Pay.....	5-31
	Schedule Changes	5-31
	Crane Certification Pay.....	5-31
	Internship Program.....	5-31
6.	<u>DAMAGE REPORTS</u>	
	Human and Material (OJI or Incident Forms).....	6-1
7.	<u>RULES OF CONDUCT</u>	
	Rules of Conduct.....	7-1
	Driver’s License Suspension Policy.....	7-3
	Grievance Procedures (CVWDEA Members)	7-3
	Grievance Procedures (ASSET Members).....	7-10
	Discipline and Dismissal for ACVWDM Members	7-17
	Grievance Procedures (ACVWDM Members).....	7-19
8.	<u>TERMINATION OF EMPLOYMENT</u>	
	Reasons for	8-1
	Reduction in Force	8-1
9.	<u>EMPLOYEE-EMPLOYER BENEFITS</u>	
	Leave Requests.....	9-1
	Sick Leave.....	9-2
	Economic Sick Leave.....	9-5
	Vacation Leave.....	9-4
	Vacation Schedules	9-6
	Bereavement Leave	9-6
	Industrial Accident Leave (on the job illness or injury).....	9-7
	Pregnancy Disability Leave.....	9-8

<u>SECTION</u>	<u>ITEM</u>	<u>PAGE</u>
	Family and Medical Leave Act (FMLA) and California Family Rights Act	9-8
	Leave of Absence	9-11
	Leave without Pay, Service Date	9-12
	Military Leave	9-12
	Retraining and Study Leave	9-12
	Jury Leave	9-12
	Minuteperson Leave	9-12
	Disability Leave	9-13
	Family School Leave	9-13
	Domestic Violence Leave	9-13
	Long-term Disability Insurance	9-15
	Life Insurance	9-15
	Health and Welfare Program	9-15
	Employee Medical Plans	9-16
	Opt-Out of Employee Medical Plans	9-17
	Retiree Medical Plans	9-17
	Dental Plan (CVWDEA Members)	9-19
	Vision Plan (CVWDEA Members)	9-19
	Dental Plan (ASSET Members)	9-20
	Vision Plan (ASSET Members)	9-20
	Dental Plan (ACVWDM Members)	9-20
	Vision Plan (ACVWDM Members)	9-20
	125 Plan.	9-20
	Supplemental Insurance	9-21
	Supplemental Medical Benefit (ACVWDM only)	9-21
	Retirement	9-22
	Voluntary Benefits	9-22
	Flexible Time	9-22
	Safety Shoes	9-23
	Educational Reimbursement	9-23
	Continuing Education (ASSET and ACVWDM only)	9-23
	Continuing Education (CVWDEA only)	9-24
	License and Certifications	9-24
	Compensatory Time	9-24
	Catastrophic Leave	9-24
	Alternative Work Schedule	9-25
10.	<u>HOLIDAYS</u>	
	Holiday Leave	10-1
	Floating Holidays	10-1
	Supervisor Leave (ASSET only)	10-2
	Executive Leave (ACVWDM only)	10-2
11.	<u>SUBSTANCE ABUSE POLICY</u>	
	Regulations Governing Substance Abuse	11-1

COACHELLA VALLEY WATER DISTRICT
WORKING RULES AND REGULATIONS

SECTION 1 GENERAL

- 1-01 Repeal. On and after June 13, 2017, all previous ordinances classifying the positions of employees of said District and fixing their compensation, hours, vacation and other purposes, are hereby repealed.
- 1-02 Effective Date. This Ordinance shall become effective on the 13th day of June, 2017. Some sections designate effective dates subsequent to adoption of this Ordinance.
- 1-03 Review. The Board of Directors shall review the Salary Ordinance as conditions require.
- 1-03-01 Changes, additions to, and deletions from the provisions of this Ordinance shall be only by ordinance of the Board of Directors.
- 1-04 Validity. If any paragraph, sentence, clause or phrase of this Salary Ordinance for any reason is held to be unconstitutional or invalid, such shall not affect the remaining portions of this Ordinance.
- 1-05 Reference Adoption. The following ordinances, schedules, reports, and materials are hereby adopted by reference:
1. Ordinance No. 1270 Employer-Employee Relations, Procedures, Rules and Policies.
 2. Memorandum of Agreement between Coachella Valley Water District and the Coachella Valley Water District Employee Association (CVWDEA), dated January 1, 2017.
 3. Memorandum of Agreement between Coachella Valley Water District and the Association of Coachella Valley Water District Managers (ACVWDM) dated January 1, 2016.
 4. Memorandum of Agreement between Coachella Valley Water District and Association of Supervisory Support Evaluation Team (ASSET) dated April 1, 2017.
 5. Deerings Military and Veteran's Code including Section 395 thereof.
- 1-06 General Manager's Authority. The General Manager is hereby authorized to make administrative decisions necessary to implement this Ordinance and to expedite District services.

- 1-07 Availability of Rules. A copy of these rules is available to each employee of the District by being placed on file in the Human Resources Department.
- 1-08 Working Hours. General office work hours of the District shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, or as established by the General Manager.
- 1-09 Personnel Action Form. The District will mail copies of Personnel Action Forms (PAF) to the employees by first class mail. This will include all PAF's except those regarding cost-of-living adjustments that are given to all employees. These will be distributed by means selected by the District.
- 1-10 Vehicle Control. Operation of District-owned vehicles shall be restricted to authorized District personnel only. No employee shall operate a District vehicle without a valid California driver's license. The license must be the appropriate class and have the proper endorsements for the vehicle driven. District vehicle operation is limited to District business and work only. The use of District vehicles for personal use is unauthorized and will be in violation of District policy.

The District may require certain employees and officers to commute to and from work in District-owned vehicles. Commuting employees and officers shall not use the vehicle for personal activities.

Passengers authorized for travel in the closed portion of District vehicles (no one is authorized as a passenger in the open portion of a District vehicle) shall be restricted to those whose employment, research or presence can be related to a District operation or function.

- 1-11 Tax on District Assigned Vehicles. In accordance with current U.S. Treasury Regulations (IRS) most employees using a District-owned vehicle for commuting to and from work will be considered to have received a taxable benefit. Currently, this benefit is considered \$3 per day for most employees but some employees are considered to receive a higher benefit.

Currently, the District does not make withholding for federal and state income taxes on these amounts. The total annual value of the benefit will be added to the yearend W-2 statement as other income and should be considered by the employee when they file their annual tax returns.

- 1-12 Community Assistance – Emergencies. District personnel who find themselves at the scene where injury or damage requires their assistance, should follow these actions upon determining the extent of the problem:

1. Request "Control" to dispatch emergency units (Fire, Police, Medical). Be prepared to report the urgency of conditions, the kinds of equipment needed, and how your location can be found.

2. When (if) transporting an injured person or damaged material, you (the Good Samaritan) are responsible and liable for the care, welfare, or damage your actions or conduct may cause during transport.

The "injured" or "owner of the damaged", may file suit for recovery of damage from the "Good Samaritan" and the health care facility has the "authority" to require identification of the person who delivers an "injured."

The District insures itself for liabilities of these kinds. This insurance coverage may not keep the "injured" from filing suit against the "Good Samaritan."

1-13 Employee Parking. Employees parking vehicles on District property must follow District policy regarding lot and space designations.

1-14 Parking Fee. The District, ACVWDM, ASSET, and CVWDEA will reconvene the parking committee if there is a need to meet future South Coast Air Quality Management District requirements.

1-15 Labor Management Committees. Three Labor/Management Committees shall be established and each committee shall be composed of the District's General Manager, Assistant General Manager, and Human Resources Director and 4 employees from the appropriate bargaining unit and 1 staff representative from ACVWDM, ASSET, or CVWDEA.

The committees shall meet at least quarterly. In addition, upon the written request of either party, and upon mutual consent, a meeting may be withdrawn for no business or an additional meeting may be scheduled to deal with issues that may arise within the District.

The District, ACVWDM, ASSET, and CVWDEA agree to attempt to solve all matters, within the scope of representation, at the lowest level possible prior to submitting matters to the Labor Management Committees.

Individual grievances, and adverse actions shall not be discussed at such meetings. Matters related to the duty to bargain and not appropriately discussed in another forum, such as the safety committee, may be discussed. The Labor/Management Committees shall not have the authority to add to, amend or modify the Memorandum of Agreement.

Issues to be discussed at such meetings shall be submitted at least 2 weeks in advance to the Human Resources Director along with the names of any resource people, if any, for the agenda prior to the meeting. A reasonable number of resource people may be called to the meeting subject to availability.

The committee meetings will be on District property on District time and shall not exceed 2 hours.

If formed, committee between the District and all bargaining units to examine recommended programs and suggestions to improve financial stability through efficiencies involving nonpersonnel actions (CVWDEA only).

1-16 Stewards' Program. It is agreed by the District and ASSET that the purpose of stewards is to promote an effective relationship between the District and ASSET.

1. Stewards. ASSET may designate stewards to represent employees in the processing of grievances, appeals from disciplinary actions, performance rating appeals and other formal appeals, subject to the following rules and regulations:

A. ASSET shall be entitled to 4 stewards as follows:

Coachella	Palm Desert
2	2

B. ASSET shall furnish the Human Resources Director with a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by ASSET.

C. ASSET will designate as a steward only employees who have passed an initial probation period and have been designated as regular full-time.

D. Alternate stewards shall be recognized as a regular steward only when such regular steward is absent.

E. The department head may request to meet with ASSET regarding the placement of shop stewards in the department. The placement of stewards may be changed by mutual agreement between ASSET and the department head.

F. The District shall not transfer nor change the work locations of a steward with the intent of altering the appointed list of designated ASSET stewards.

G. Limitation on ASSET business: Stewards shall not be granted permission for time off from their work assignments for the purpose of conducting general ASSET business.

H. ASSET shall be solely responsible for and shall hold harmless and indemnify the District for any and all liabilities arising from the actions, directions or advice given by its appointed stewards acting in their capacities as stewards.

2. Handling Grievances. (ASSET only)

- A. When requested by an employee, a steward may investigate any alleged grievance in his or her assigned area and assist in its preparation and presentation. The steward shall encourage the employee to discuss a problem informally with the employee's supervisor prior to filing a formal grievance.
- B. After notifying and receiving approval of the stewards immediate supervisor, a steward shall be allowed up to 2 hours time off during working hours (without loss of time) to investigate, prepare and present each grievance. The immediate supervisor will authorize the steward to leave the stewards work unless compelling circumstances require refusal of such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his or her work assignment. If additional time is needed to research or present a grievance, the steward may request an additional 2 hours subject to approval by the Human Resources Director.
- C. When a steward desires to contact an employee at the employee's work location, the steward shall first contact the immediate supervisor of that employee, advise the supervisor of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available in a timely manner unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when the steward can reasonably expect to contact the employee. Where this prohibition extends beyond 1 work day, the time limits of the grievance procedure shall be extended for the length of the delay.
- D. A steward's interview or discussion with an employee on District time will be handled expeditiously.

1-17 ACVWDM/ASSET/CVWDEA Material. The District shall notify ACVWDM/ASSET/CVWDEA of new employees within 7 working days from the date of hire. The District will provide ACVWDM/ASSET/CVWDEA with the employee name, department/section and their scheduled work hours. ACVWDM/ASSET/CVWDEA representatives will not contact the new employee while they are working, but before/after work or breaks and lunches. The District will provide the new employee with ACVWDM/ASSET/CVWDEA enrollment information and a copy of the current MOU during orientation.

If the new employee will be a member of the CVWDEA bargaining unit, a representative from CVWDEA will be allowed to provide the new employee

with CVWDEA enrollment information and a copy of the current MOU during new employee orientation.

SECTION 2 FIXING OF DUTIES

The Board of Directors shall fix and prescribe the duties to be performed by all persons employed by the District.

The General Manager shall be responsible for developing and recommending to the Directors, a position classification plan which provides for the standardization and classification of all positions. The Board of Directors shall approve the plan as submitted or modify it as it sees fit. (See Section 5.)

SECTION 3 DEFINITIONS

ACVWDM shall be defined as Association of Coachella Valley Water District Managers.

ASSET shall be defined as Association of Supervisory Support Evaluation Team.

Biweekly Pay Period shall be defined as beginning on a Saturday and ending at the close of the second Friday following.

Bereavement Leave shall be defined as paid time to take care of funeral arrangements or to attend a funeral as per Section 9-04.

Break-in-Service shall be defined as:

1. Voluntary resignation.
2. Discharged for cause.
3. Discharged for economic reasons.

Call-out Time shall be defined as the time non-exempt employees are called back prior to their next regular shift. It shall be a minimum of two hours except it may not exceed the number of hours between assigned shifts.

CVWDEA shall be defined as Coachella Valley Water District Employee Association.

Date of Hire is the beginning date of the employee's most recent employment.

Disability Leave is assigned a disabled employee whose vacation and sick leave have expired.

Dismissal shall be defined as involuntary separation of an employee by the District for cause.

Differential Pay shall be defined as an additional .75 cents per hour for all hours worked on a shift which predominantly falls between 5:00 p.m. and 5:00 a.m.

Demotion shall be defined as an involuntary or a voluntary reassignment to a less responsible position for cause.

Flexible Time shall be defined as temporary adjustments in work schedules.

Leave of Absence shall be defined as leave without pay, granted to an employee at the discretion of the General Manager.

Leave Without Pay shall be defined as any duration of time an employee does not accrue pay.

Military Leave shall be defined as leave on official orders for the purpose of active military duty in the Armed Forces of the United States, active duty as a member of a reserve component of the Armed Forces of the United States, or active Federal Military duty as a member of the National Guard or Naval Militia, or for an officially ordered physical examination.

Minuteperson Leave shall be defined as leave granted to employees who are ordered to police or fire duties.

Premium Time shall be defined as work required of an employee following the assigned work day, work in excess of 40 hours in any work week, or work in excess of 80 hours in any one pay cycle. Premium time shall end at the beginning of the next regularly scheduled work day.

Promotion shall be defined as advancement to a higher salary range with an increase in responsibility.

Reassignment shall be defined as change in position classification without change in salary range number.

Regular Employee shall be defined as one assigned at least 60 hours per pay period and eligible for all benefits (and as stated in Section 5-05-03).

Regular Part Time Employee shall be defined as one who is assigned 40 hours but less than 60 hours per pay period and is not eligible for benefits except as required by law.

Resignation shall be defined as voluntary separation from the District by an employee.

Retirement shall be defined as retirement in accordance with the rules and regulations established by Public Employees Retirement System of California.

Retirement Hospitalization shall be defined as one-half of the combined sick leave and health fund of record, on the date of retirement of an employee.

Schedule Change Absence shall be defined as time deducted from a work day, week, or cycle for the purpose of causing employees' work schedules to rotate, i.e., zanjeros and control operators who rotate shifts on a 3-month cycle.

Seniority shall be determined by a regular employee's most recent date of hire with the District. Employees with the same date of hire shall have their seniority ranking determined by one flip of a coin.

Sick Leave shall be defined as leave with pay covering an absence of an employee for the diagnosis, care, or treatment of an existing health condition, or preventive care for, an employee or an employee's family member; or for an employee who is a victim of domestic violence, sexual assault, or stalking.

Standby Time shall be defined as an assignment required of an employee to be available for work within 30 minutes during off duty hours.

Step Increase shall be defined as an increase in salary to the next higher step within a salary range.

Student Aide is defined as an employee whose combination of school and work creates a staggered work schedule for training on the job.

Supervisor shall be defined as an employee who is responsible for the supervision and evaluation of another employee.

Suspension shall be defined as a supervisor ordered absence from duty of an employee for cause.

Termination shall be defined as separation of an employee without prejudice.

Transfer shall be defined as an interdepartmental change of duties of an employee with no change of pay.

Vacation Leave shall be defined as leave with pay granted to an employee, the time of which shall be at the discretion of the General Manager.

Voluntary Service shall be defined as any form of public service by an employee, performed outside Coachella Valley Water District's designated working hours for a group, organization, political subdivision, or public authority whose purpose may conflict with District service as a result of ordered leave by the entity (i.e., Minuteperson Leave).

Working Cycle shall be defined as 80 hours work in a 14-day period (normally but not limited to) beginning on Saturday and ending at the close of the second calendar Friday following.

Working Day shall be defined as the regularly assigned 8 hours in any daily cycle or as established by the General Manager.

Working Week shall be defined as the regularly assigned 40 hours in a designated 7-day pay period.

SECTION 4 EMPLOYMENT

4-01 The General Manager shall appoint each employee. It is the policy of the District to appoint the best qualified applicant for each position without regard to race, color, creed, national origin, sex, age, physical disability, mental disability, medical condition or marital status.

The General Manager shall establish selection procedures which shall ensure the employment of the best qualified applicants, including such factors as education, experience, skills, knowledge, personal qualifications, and potential for growth.

Each candidate selected for a probationary appointment shall be required to satisfactorily pass a medical examination conducted by a physician designated and paid by the District.

Medical examination shall include a drug screening test. Any applicant who tests positive for the presence of an intoxicating substance which is not medically prescribed for the applicant will be excluded from further consideration for employment for a period of one year.

Regular appointments by the General Manager are hereby authorized by the Board of Directors unless otherwise prohibited.

The General Manager may employ additional temporary employees for periods not to exceed 90 calendar days.

4-02 Internal Transfers, Promotions and Recruitment

4-02-01 When a vacant position is posted on bulletin boards at the District, it shall be open to all qualified employees for a minimum of five days. Employees will apply with Human Resources by completing a District application before the listed closing date. Candidates will be screened for qualifications, attendance, knowledge and abilities by Human Resources and the supervisor of the open position. Only the top candidates that meet the qualifications of the position will be interviewed.

Candidates not selected for interview shall have three working days to appeal to the Human Resources Director after notification. The Director's decision will be final.

If there are a minimum of three qualified candidates, the most qualified from those candidates will be selected for interview to fill the position. If, after interviewing, no candidate is selected, the candidates will receive written notification with reasons for their elimination from candidacy and the District will go to outside sources for additional candidates. If there are less than three

qualified candidates to interview, the District may recruit from outside sources for additional candidates.

4-02-02 An employee who is promoted to a new position will serve a probation period as described in Section 5-05-01. An employee will be informed, at the time of transfer/promotion, whether the employee's previous position will be eliminated or held vacant for a period of time. The employee will be allowed up to 40 working days during which time the employee may request to return to the employees' previous position if it is still open, unless the employee was notified that their previous position will be eliminated. If there are no open positions, and the employee doesn't successfully complete the probation period, the employee may be terminated. During the 40 days, the employee will be notified before the previous position is filled. The employee shall be allowed 2 nights, not including Saturday or Sunday nights, to decide if they want to return to the previous position.

4-02-03 If a position or function is filled with a temporary worker for more than 90 calendar days, the position shall be deemed a new position to be filled by a regular appointed employee. Recruitment process shall be started within 45 days. Positions held vacant due to an employee on disability leave shall be exempt from this provision for 52 weeks.

4-02-04 Open positions above the first level in classifications that have a career path will be filled by promotion of individuals within the career path (example, Automotive Technician I to Automotive Technician II). Open first level career path positions and entry level positions will be posted for employees for a minimum of 5 working days before the closing date. Open positions in classifications that report directly to the General Manager shall be filled or posted at the discretion of the General Manager.

4-03 Zanjero Assignment

Zanjeros will be assigned a regular scheduled eight-hour day either with 10 days on duty and 4 days off or with 5 days on and 2 days off.

One Zanjero II and one Zanjero III, will be assigned to standby duty. The Zanjeros assigned to standby duty will have the use of a District vehicle for transportation to and from the District during the days they are scheduled for work and will have the responsibility to respond after hours with the District vehicle as needed by District activities. Other Zanjeros will not have the use of a vehicle for transportation to and from the District unless approved by the department head during times of emergency or in the best interest of the District. Zanjeros are not required to carry a pager unless assigned stand-by duty.

Zanjeros are eligible for call-out pay, stand by pay and shift differential in accordance with Sections 5-11, 5-12 and 5-14.

4-04 Control Operators

Control Operators will be assigned to work on rotating schedules of forty hours per 7-day periods.

4-05 Standby Assignment (ASSET AND ACVWDM)

Shall be designated by the General Manager for periods considered to provide the most effective service, i.e. - daily, weekly, periodic, monthly, etc. Employees assigned standby shall be on call at all times during the designated period and remain within 30 minutes travel time of the work station. Employees should be given as much notice as possible to changes in standby assignment.

Daily. Standby period shall be designated the period following the end of an employee's regular eight hour work period.

Weekly. Standby shall begin after the regular work day on the last day of the weekly work cycle and end at the beginning of the eighth work day. (See also Section 5-11).

4-06 Standby Assignment (CVWDEA)

Standby assignment shall be designated by the General Manager for periods considered to provide the most effective service, i.e. – daily, weekly, periodic, monthly, etc. Employees assigned standby shall be on call at all times during the designated period and remain within thirty (30) minutes travel time of the workstation.

Standby employees will be issued District cellphones to use while on standby duty. Standby employees shall either answer, or respond promptly, to any service call. Respond promptly shall mean within 10 minutes of the District initiating the call, absent exceptional circumstances. Standby employees shall have a total of 40 minutes, from when the District initiates the call, to be at the job site, absent exceptional circumstances.

The 40 minutes response period starts from when the District initiates the call, regardless of whether the Standby employee answers the call or responds within the 10 minutes. Enforcement of these timelines shall be on the same basis as the District enforces tardiness. In addition to the compensation specified below for serving on standby assignment, Standby employees shall receive call out time in accordance with the above paragraphs, including any minimum call out pay.

Employees should be given as much notice as possible to changes in standby assignment.

Daily: Standby period shall be designated for the period following the end of an employee's regular eight (8) hour work period.

Weekly: Standby shall begin after the regular workday on the last day of the weekly work cycle and end at the beginning of the eighth (8th) workday.

Standby time pay: Standby time pay shall be at the regular hourly rate as follows:

1. One (1) hour for each sixteen (16) hours following the regular workday.
2. Three (3) hours for each twenty-four (24) hour period (Saturday, Sunday and holiday).
3. Shall be in addition to any regular or overtime pay.

4-07 Salary Step Placement

While vacancies shall ordinarily be filled by recruitment at Step "1" of the established salary range, the General Manager may recruit at higher steps with notification to CVWDEA if position is in the CVWDEA unit, or ASSET if position is in the ASSET unit, or ACVWDM if position is in the ACVWDM unit.

4-08 Employee Identification

Officers and employees shall be identified in a manner and form prescribed by the General Manager.

All employees shall carry identification cards. Field personnel shall be furnished uniforms identified with the Coachella Valley Water District emblem.

4-09 Work Attire/Uniforms

4-09-01 The General Manager will determine which job classifications will be issued uniforms. All members of a classification issued uniforms will wear a complete set of trouser and shirt each working shift.

The classifications of Electrician and Electronic Technicians are required to wear Flash Arc Protection Uniforms in accordance with the National Fire Protection Association, 70E of the Standard for Electrical Safety in the Workplace, to perform their job. Failure to wear the uniform, (no fault of the laundry service) will result in being sent home on the employees own time to change into the Flash Protection Uniform.

Uniforms will be provided, maintained, and laundered at District expense. In cases where a complete set cannot be worn due to irregular service, missing or incomplete sets, or incorrect sizes, the employee's immediate supervisor and

stores must be notified immediately so corrective action can be taken. If an employee cannot wear a complete uniform, alternate clothing may be worn. Alternate clothing must be in good repair and not contain any slogan or logo. Alternate clothing must be appropriate for the work being done. Shorts and cutoffs are not appropriate at any time.

Uniform shirttails will be tucked in and shirt sleeves shall be buttoned, rolled or short sleeves.

Uniforms remain the property of the District and the cost of any not returned will be deducted from the employee's last paycheck.

4-09-02 District shall allow union members to wear union pins or a union patch on District uniforms or other clothing normally worn while on duty. The union pin or patch must not cover the District logo or the employee's name. The pin or patch will not contain any derogatory statement to the District or any individual or organization and will not be making any political statement.

4-09-03 District hat is the only authorized hat that may be worn while employees are performing their duties unless it presents a safety hazard or is replaced by a hard hat or other approved hat.

Exchanges, replacement of lost hats and requests for "other employee provided approved hats" shall be made to Human Resources.

4-09-04 Hair

Hair shall be neat and safe. Styles required are intended to avoid community controversy and permit the safe use of hard hats and respirators where necessary. In the proximity of rotating or reciprocating moving parts, hair shall be cut or controlled to avoid tangling.

4-09-05 Jackets

District jackets will be provided to all uniformed employees and will be considered part of the uniform. The jackets will be maintained and laundered at District expense.

Replacement for the jacket due to loss will be at the employee's expense. Alternate jackets may be worn due to safety hazards, but must be approved by the employee's supervisor. Alternate jackets must be in good repair and free of logos and slogans. Alternate jackets may not be worn for Electricians and Electronic Technicians.

The District jacket remains the property of the District and the cost of any jacket not returned will be deducted from the employee's last paycheck.

4-10 Driver's License

All employees are required to possess at the time of employment and throughout their employment a valid California driver's license and acceptable driving record. Violations after employment may be cause for changing job assignments, salary reduction and/or dismissal. Driving a District vehicle with an expired, suspended or revoked license is cause for dismissal.

4-11 Communication

Oral and written English shall be required at a performance level providing for clear communication by radio and memo during emergency periods.

SECTION 5 SALARIES

The Board of Directors shall annually adopt a salary schedule. In the event that the Directors do not adopt a salary schedule prior to the beginning of a new year, the salary schedule approved for the prior year shall continue in force and effect until a new schedule is adopted.

5-01 Compensation of Officers

The compensation of District officers shall be fixed by resolution of the Board of Directors, except when by law otherwise determined.

5-02 Consultants

Health and accident insurance, sick leave, vacation leave, salary or life insurance, or any other benefit that may be added by policy shall not accrue to consultants, specialists or other contractual service personnel.

5-03 Position Classification (Job Titles)

The positions, class titles and job descriptions shall be developed to accompany classification changes; copies of which shall be filed with the Secretary upon approval by the General Manager.

This Section shall be effective on the 24th day of November, 2015.

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	ACCOUNTANT	A-32
	ACCOUNTANT, SENIOR	A-38
	ACCOUNTING ASSISTANT TECHNICIAN	A-26
	ACCOUNTING TECHNICIAN I	A-18
	ACCOUNTING TECHNICIAN II	A-22
	ACCOUNTING TECHNICIAN III	A-26
	ACCOUNTS RECEIVABLE ASSISTANT	A-18
	ACCOUNTS RECEIVABLE SENIOR	A-22
	ACCOUNTS RECEIVABLE TECHNICIAN	A-26
	ADMINISTRATIVE ASSISTANT I	A-28
	ADMINISTRATIVE ASSISTANT II	A-32
	ASSET MANAGEMENT PROGRAM COORDINATOR	A-42
	AUTOMOTIVE ATTENDANT	A-5
	AUTOMOTIVE SERVICEWORKER I	A-14
	AUTOMOTIVE TECHNICIAN I	A-24
	AUTOMOTIVE TECHNICIAN II	A-28
	AUTOMOTIVE TECHNICIAN III	A-32
	AUTOMOTIVE TECHNICIAN TRAINEE	A-18
	AUTO TECHNICIAN III/TRAINER	A-34
	BIOLOGIST	A-47*
	BIOLOGIST, ASSOCIATE	A-39*
	BOARD ADMINISTRATIVE ASSISTANT I	A-28
	BOARD ADMINISTRATIVE ASSISTANT II	A-32*
	BUDGET ANALYST I	A-30
	BUDGET ANALYST II	A-34
	BUILDING MAINTENANCE TRADESWORKER	A-28
	BUSINESS ANALYST	A-47*

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	CAD SYSTEMS SPECIALIST	A-39*
	CHEMIST	A-34
	CLAIMS MANAGER	A-36*
	COLLECTION SYSTEMS I	A-20
	COLLECTION SYSTEMS II	A-24
	COLLECTION SYSTEMS III	A-28
	COLLECTION SYSTEMS TRAINEE	A-14
	COMMUNICATIONS ASSISTANT	A-20
	COMMUNICATIONS AND LEGISLATION SPECIALIST	A-44*
	COMMUNICATIONS SPECIALIST	A-40*
	CONTRACTS ADMINISTRATOR	A-38*
	CROSS CONNECTION TECHNICIAN I	A-26
	CROSS CONNECTION TECHNICIAN II	A-30
	CROSS CONNECTION TECHNICIAN III	A-32
	CUSTOMER SERVICE REPRESENTATIVE I	A-20
	CUSTOMER SERVICE REPRESENTATIVE II	A-24
	DATA ENTRY OPERATOR	A-14
	DEPUTY CLERK OF THE BOARD	A-36*
	DEVELOPMENT SERVICES AIDE	A-25
	DEVELOPMENT SERVICES TECHNICIAN I	A-31
	DEVELOPMENT SERVICES TECHNICIAN II	A-37
	DISTRIBUTION OPERATOR I	A-20
	DISTRIBUTION OPERATOR II	A-24
	DISTRIBUTION OPERATOR III	A-28
	DISTRIBUTION OPERATOR TRAINEE	A-16

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	DISTRIBUTION UTILITY WORKER I	A-14
	DISTRIBUTION UTILITY WORKER II	A-18
	DISTRIBUTION UTILITY WORKER III	A-22
	DOMESTIC WATER SERVICEWORKER I	A-22
	DOMESTIC WATER SERVICEWORKER II	A-26
	DOMESTIC WATER SERVICEWORKER III	A-30
	DOMESTIC WATER SERVICEWORKER TRAINEE	A-16
	EDUCATION ASSOCIATE	A-29
	EDUCATION ASSOCIATE II	A-36
	EDUCATION SPECIALIST	A-42*
	ELECTRICIAN I	A-24
	ELECTRICIAN II	A-28
	ELECTRICIAN III	A-32
	ELECTRICIAN IV	A-36
	ELECTRONIC TECHNICIAN I	A-38
	ELECTRONIC TECHNICIAN II	A-42
	ELECTRONIC TECHNICIAN III	A-40*
	ELECTRONIC TECHNICIAN TRAINEE	A-30
	ENGINEER, ASSISTANT	A-41*
	ENGINEER, ASSOCIATE	A-49*
	ENGINEER, ASSOCIATE, ELECTRICAL AND CONTROLS	A-49*
	ENGINEER, ASSOCIATE, ENERGY/ELECTRICAL COORDINATION	A-49*
	ENGINEER, JUNIOR	A-37
	ENGINEER, SENIOR	A-57*
	ENGINEERING AIDE	A-14

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	ENGINEERING AIDE I	A-17
	ENGINEERING AIDE II	A-21
	ENGINEERING AIDE III	A-25
	ENGINEERING TECHNICIAN I	A-29
	ENGINEERING TECHNICIAN II	A-33
	ENGINEERING TECHNICIAN III	A-37*
	ENVIRONMENTAL COMPLIANCE AIDE	A-20
	ENVIRONMENTAL COMPLIANCE INSPECTOR I	A-26
	ENVIRONMENTAL COMPLIANCE INSPECTOR II	A-28
	ENVIRONMENTAL SERVICES AIDE I	A-17
	ENVIRONMENTAL SERVICES AIDE II	A-21
	ENVIRONMENTAL SERVICES AIDE III	A-25
	ENVIRONMENTAL SERVICES ASSOCIATE	A-42*
	ENVIRONMENTAL SERVICES COORDINATOR	A-33
	ENVIRONMENTAL SERVICES SPECIALIST	A-37*
	ENVIRONMENTAL SERVICES TECHNICIAN	A-29
	ENVIRONMENTAL SAFETY SPECIALIST	A-34
	ENVIRONMENTAL SPECIALIST	A-39*
	ENVIRONMENTAL SPECIALIST, SENIOR	A-47
	EQUIPMENT OPERATOR I	A-24
	EQUIPMENT OPERATOR II	A-28
	FACILITIES LOCATION TECHNICIAN I	A-18
	FACILITIES LOCATION TECHNICIAN II	A-24
	FACILITIES LOCATION TECHNICIAN III	A-28
	FACILITIES WORKER	A-14

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	FACILITIES WORKER, SENIOR	A-18
	FIELD SERVICE REPRESENTATIVE	A-24
	FINANCIAL ANALYST	A-50
	GIS SPECIALIST I	A-33
	GIS SPECIALIST II	A-38
	GOVERNMENT AFFAIRS SPECIALIST	A-44*
	HELP DESK SPECIALIST	A-20
	HUMAN RESOURCES ASSISTANT	A-28
	HUMAN RESOURCES OFFICE ASSISTANT	A-20
	HUMAN RESOURCES SPECIALIST	A-33
	HUMAN RESOURCES SPECIALIST, SENIOR	A-41*
	HVAC TECHNICIAN I	A-24
	HVAC TECHNICIAN II	A-30
	HYDROGEOLOGIST	A-44*
	INFORMATION SECURITY ANALYST	A-38*
	INFORMATION SYSTEMS ANALYST I	A-38
	INFORMATION SYSTEMS ANALYST II	A-44*
	INFORMATION SYSTEMS ANALYST III	A-46*
	INFORMATION SYSTEMS ANALYST, SENIOR	A-48*
	INFORMATION SYSTEMS SPECIALIST I	A-24
	INFORMATION SYSTEMS SPECIALIST II	A-28
	INFORMATION SYSTEMS SPECIALIST III	A-32
	INSPECTOR, CONSTRUCTION, I	A-29
	INSPECTOR, CONSTRUCTION, II	A-33
	INSPECTOR, CONSTRUCTION, TRAINEE	A-24

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	IRRIGATION SYSTEM WORKER I	A-18
	IRRIGATION SYSTEM WORKER II	A-22
	IRRIGATION SYSTEM WORKER III	A-26
	IRRIGATION UTILITY WORKER I	A-14
	IRRIGATION UTILITY WORKER II	A-18
	IRRIGATION UTILITY WORKER III	A-22
	IRRIGATION WATER SPECIALIST	A-35
	IRRIGATION WATER TECHNICIAN	A-31
	LABORATORY AIDE	A-08
	LABORATORY AIDE I	A-14
	LABORATORY AIDE II	A-16
	LABORATORY TECHNICIAN	A-21
	LABORATORY TECHNICIAN II	A-25
	MAINTENANCE WORKER	A-20
	MANAGEMENT ANALYST	A-42*
	MECHANICAL TECHNICIAN I	A-24
	MECHANICAL TECHNICIAN II	A-28
	MECHANICAL TECHNICIAN III	A-32
	MECHANICAL TECHNICIAN IV	A-36
	METER & VALVE TRAINEE	A-16
	METER & VALVE TECHNICIAN I	A-20
	METER & VALVE TECHNICIAN II	A-24
	METER & VALVE TECHNICIAN III	A-28
	METER READER I	A-18
	METER READER, II	A-22

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	METER READER, TRAINEE	A-14
	METER REPAIRWORKER I	A-20
	METER REPAIRWORKER II	A-24
	METER REPAIRWORKER III	A-28
	METER REPAIRWORKER AIDE	A-8
	METER REPAIRWORKER TRAINEE	A-16
	MULTIMEDIA SPECIALIST	A-40*
	NON POTABLE WATER TECHNICIAN TRAINEE	A-16
	NON POTABLE WATER TECHNICIAN I	A-20
	NON POTABLE WATER TECHNICIAN II	A-24
	NON POTABLE WATER TECHNICIAN III	A-32
	OFFICE ASSISTANT I	A-14
	OFFICE ASSISTANT II	A-18
	OFFICE ASSISTANT III	A-22
	OPERATIONS AND MAINTENANCE SCHEDULER I	A-30
	OPERATIONS AND MAINTENANCE SCHEDULER II	A-34
	PARTS SPECIALIST I	A-24
	PARTS SPECIALIST II	A-27
	PUBLIC INFORMATION ASSOCIATE	A-29
	PURCHASING TECHNICIAN I	A-27
	PURCHASING TECHNICIAN II	A-34
	QUALITY ASSURANCE COORDINATOR	A-34*
	RECORDS CLERK I	A-10
	RECORDS CLERK II	A-14
	RECORDS CLERK III	A-18

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	RECORDS CLERK, SENIOR	A-24
	RESOURCES AIDE	A-20
	RIGHT-OF-WAY ASSISTANT	A-26
	RIGHT-OF-WAY SPECIALIST	A-33
	RIGHT-OF-WAY SPECIALIST, SENIOR	A-37*
	RISK MANAGEMENT ASSISTANT	A-24
	RISK MANAGEMENT SPECIALIST	A-33
	RISK MANAGEMENT SPECIALIST, SENIOR	A-37*
	SAFETY AND TRAINING ASSISTANT	A-30
	SAFETY AND TRAINING SPECIALIST	A-34
	SCADA SYSTEM ANALYST I	A-38*
	SCADA SYSTEM ANALYST II	A-44*
	SCADA SYSTEM ANALYST III	A-46*
	SCADA SYSTEM ANALYST, SENIOR	A-48*
	SERVICE AIDE (SERVICE CENTER AIDE)	A-26
	STOREKEEPER	A-16
	STOREKEEPER III	A-24
	STOREKEEPER, SENIOR	A-22
	SUPERVISORY CONTROL OPERATOR I	A-22
	SUPERVISORY CONTROL OPERATOR II	A-26
	SUPERVISORY CONTROL OPERATOR, CHIEF	A-28
	SUPERVISORY CONTROL OPERATOR, TRAINEE	A-20
	SURVEY ASSISTANT	A-19
	SURVEY PARTY CHIEF	A-35
	SURVEY TECHNICIAN I	A-23

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	SURVEY TECHNICIAN II	A-27
	SWITCHBOARD OPERATOR	A-5
	SWITCHBOARD OPERATOR/RECEPTIONIST	A-9
	UTILITY COORDINATOR	A-37
	WASTEWATER OPERATIONS ENGINEER	BASE PLUS ONE STEP
	WASTEWATER RECLAMATION PLANT OPERATOR I	A-24
	WASTEWATER RECLAMATION PLANT OPERATOR II	A-28
	WASTEWATER RECLAMATION PLANT OPERATOR III	A-32
	WASTEWATER RECLAMATION PLANT TRAINEE	A-16
	WASTEWATER UTILITY WORKER	A-10
	WATER MANAGEMENT AIDE	A-25
	WATER MANAGEMENT SPECIALIST I	A-38*
	WATER MANAGEMENT SPECIALIST II	A-44*
	WATER MANAGEMENT TECHNICIAN	A-31
	WATER OPERATIONS TECHNICIAN	A-32
	WATER QUALITY ANALYST I	A-26
	WATER QUALITY ANALYST II	A-30
	WATER QUALITY OPERATOR I	A-24
	WATER QUALITY OPERATOR II	A-28
	WATER QUALITY OPERATOR III	A-32
	WATER RESOURCES ASSOCIATE	A-42*
	WATER TREATMENT OPERATOR I	A-28
	WATER TREATMENT OPERATOR II	A-32
	WATER TREATMENT OPERATOR III	A-34
	WEB EDITOR	A-38

CVWDEA Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	WELDER I	A-28
	WELDER II	A-32
	WELDER TRAINEE	A-24
	ZANJERO I	A-22
	ZANJERO II	A-26
	ZANJERO, NIGHT	A-24
	ZANJERO, TRAINEE	A-16

Association of Coachella Valley Water District Managers
Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	DIRECTOR OF COMMUNICATION AND CONSERVATION	E-11*
	DIRECTOR OF COMMUNICATIONS AND LEGISLATION, ASSISTANT	E-4*
	DIRECTOR OF ENGINEERING, ASSISTANT	E-12*
	DIRECTOR OF ENVIRONMENTAL SERVICES	E-14*
	DIRECTOR OF OPERATIONS	E-17*
	DIRECTOR OF OPERATIONS, ASSISTANT	E-8*
	DIRECTOR OF FINANCE, ASSISTANT	E-10*
	DIRECTOR OF INFORMATION SYSTEMS	E-11*
	DIRECTOR OF SERVICES	E-10*
	PLANNING AND SPECIAL PROGRAMS MANAGER	E-12*
	RISK MANAGER	E-6*

Association of Supervisory Support Evaluation Team
Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	BUSINESS APPLICATIONS MANAGER	S-31*
	CHEMIST, CHIEF	S-17*
	CHIEF INSPECTOR	S-22*
	COLLECTION SYSTEMS IV	S-9
	COLLECTIONS CREW CHIEF	S-15
	CONSERVATION MANAGER	S-29*
	CONTROL CREW CHIEF	S-15
	CONTROLLER	S-34*
	CREW CHIEF	S-13
	CREW CHIEF, CROSS CONNECTION	S-15
	CREW CHIEF, NON POTABLE WATER	S-15
	CUSTOMER SERVICE REPRESENTATIVE III	S-5
	DOMESTIC WATER CREW CHIEF	S-15
	DOMESTIC WATER SERVICEWORKER, CHIEF	S-23*
	DOMESTIC WATER SERVICEWORKER, SENIOR	S-15
	DRAFTING CHIEF	S-20*
	DRAFTING COORDINATOR	S-16
	ELECTRICAL CREW CHIEF	S-17
	ELECTRICIAN IV (Lead)	S-11
	ELECTRONIC TECHNICIAN III	S-21*
	ENGINEER MANAGER	S-40*
	ENGINEER, SENIOR	S-37*
	ENVIRONMENTAL SERVICES MANAGER	S-37*
	ENVIRONMENTAL SUPERVISOR	S-25*
	EQUIPMENT OPERATOR I (Lead)	S-3

Association of Supervisory Support Evaluation Team
Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	EXECUTIVE ASSISTANT	S-19*
	FLEET MANAGER	S-31*
	FINANCIAL ANALYST	S-27*
	INFORMATION SYSTEMS ANALYST III, (Lead)	S-23*
	INSPECTOR, CONSTRUCTION II, (Lead)	S-13
	LABORATORY DIRECTOR	S-22*
	LEAD	BASE PLUS ONE STEP
	MAINTENANCE/TRAINING TECHNICIAN	S-13
	MANAGEMENT ANALYST	S-19
	MANAGEMENT ANALYST, SUPERVISING	S-21*
	MANAGER, ACCOUNTING	S-19*
	MANAGER, ADMINISTRATIVE SERVICES	S-23*
	MANAGER, CUSTOMER SERVICES	S-23*
	MANAGER, METER READER	S-21*
	MANAGER, NON-POTABLE OPERATIONS WATER	S-21*
	MANAGER, SAFETY AND TRAINING	S-19*
	MANAGER, WATER QUALITY	S-34*
	MECHANICAL CREW CHIEF	S-17
	MECHANICAL TECHNICIAN IV, (Lead)	S-11
	METER READER, CHIEF	S-5
	NETWORK SYSTEMS MANAGER	S-27*
	OPERATIONS AND MAINTENANCE PROJECT COORDINATOR	S-25*
	OPERATIONS MANAGER	S-27
	PROCUREMENT AND CONTRACTS MANAGER	S-25*
	SOURCE CONTROL COORDINATOR	S-18*

Association of Supervisory Support Evaluation Team
Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	SUPERVISOR, ACCOUNTING OPERATIONS	S-19*
	SUPERVISOR, ADMINISTRATIVE	S-23*
	SUPERVISOR, AUTO SHOP	S-21*
	SUPERVISOR, BACKFLOW/METER REPAIR	S-21*
	SUPERVISOR, BUILDING TRADES	S-19*
	SUPERVISOR, CANAL MAINTENANCE	S-19*
	SUPERVISOR, COLLECTION SYSTEMS	S-21*
	SUPERVISOR, CUSTOMER BILLING	S-19*
	SUPERVISOR, CUSTOMER BILLING ASSISTANT	S-13*
	SUPERVISOR, CUSTOMER SERVICE	S-19*
	SUPERVISOR, DEVELOPMENT SERVICES	S-20*
	SUPERVISOR, DOMESTIC WATER	S-21*
	SUPERVISOR, ELECTRICAL	S-25*
	SUPERVISOR, ELECTRICAL ASSISTANT	S-21*
	SUPERVISOR, ELECTRONIC	S-27*
	SUPERVISOR, ELECTRONIC ASSISTANT	S-23*
	SUPERVISOR, FACILITIES MAINTENANCE	S-19*
	SUPERVISOR, GENERAL	S-21*
	SUPERVISOR, MATERIALS/MANAGEMENT	S-19*
	SUPERVISOR, MECHANICAL	S-21*
	SUPERVISOR, RECORDS ASSISTANT	S-5
	SUPERVISOR, RIGHT-OF-WAY	S-20*
	SUPERVISOR, STORMWATER	S-19*
	SUPERVISOR, TECHNICAL SERVICES	S-20*
	SUPERVISOR, WASTEWATER RECLAMATION PLANT SHIFT	S-19*
	SUPERVISOR, WASTEWATER RECLAMATION PLANT SHIFT ASSISTANT	S-13
	SUPERVISOR, WASTEWATER RECLAMATION PLANT	S-25*

Association of Supervisory Support Evaluation Team
Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	SUPERVISOR, WATER MANAGEMENT	S-23*
	SUPERVISOR, WATER QUALITY	S-21*
	SUPERVISOR, WATER TREATMENT	S-23*
	SUPERVISOR, ZANJERO	S-21*
	SUPERVISOR, ZANJERO ASSISTANT	S-13
	SURVEYOR, CHIEF	S-23*
	SURVEYOR, CHIEF ASSISTANT	S-19*
	WASTEWATER RECLAMATION PLANT CHIEF OPERATOR	S-27*
	WATER MANAGEMENT SPECIALIST II, LEAD	S-22
	WATER PROGRAM MANAGER	S37*
	WATER QUALITY SPECIALIST	S-26*
	WATER RESOURCES COORDINATOR	S-17
	WATER RESOURCES MANAGER	S-37*
	WATER RESOURCES SUPERVISOR	S-21*
	WATER TREATMENT CREW CHIEF	S-15
	ZANJERO, III	S-8
	ZANJERO, CHIEF	S-15
	ZANJERO, CREW CHIEF	S-15

Management Position Classification

5-03-01	<u>POSITION CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>
	CLERK OF THE BOARD	M-2*
	DIRECTOR OF ENGINEERING	M-15*
	DIRECTOR OF FACILITIES AND MAINTENANCE	M-15*
	DIRECTOR OF FINANCE	M-15*
	GENERAL MANAGER, ASSISTANT	M-17*
	GENERAL MANAGER, ASSISTANT TO	M-15*
	HUMAN RESOURCES DIRECTOR	M-10*

*Exempt from overtime per Section 5-10-01

TABLE – A
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017
Rate Per Month
S T E P S

Range	1	2	3	4	5	6	7	8
A0	1431	1507	1587	1670	1751	1838	1930	2027
A5	2004	2109	2221	2337	2455	2575	2704	2837
A8	3008	3149	3300	3453	3618	3808	3977	4156
A9	3088	3233	3386	3545	3712	3892	4053	4246
A10	3149	3300	3453	3618	3808	3977	4156	4339
A11	3233	3386	3545	3712	3892	4053	4246	4432
A12	3300	3453	3618	3808	3977	4156	4339	4527
A13	3386	3545	3712	3892	4053	4246	4432	4636
A14	3453	3618	3808	3977	4156	4339	4527	4729
A15	3545	3712	3892	4053	4246	4432	4636	4844
A16	3618	3808	3977	4156	4339	4527	4729	4941
A17	3712	3892	4053	4246	4432	4636	4844	5060
A18	3808	3977	4156	4339	4527	4729	4941	5164
A19	3892	4053	4246	4432	4636	4844	5060	5289
A20	3977	4156	4339	4527	4729	4941	5164	5403
A21	4053	4246	4432	4636	4844	5060	5289	5522
A22	4156	4339	4527	4729	4941	5164	5403	5655
A23	4246	4432	4636	4844	5060	5289	5522	5776
A24	4339	4527	4729	4941	5164	5403	5655	5907
A25	4432	4636	4844	5060	5289	5522	5776	6052
A26	4527	4729	4941	5164	5403	5655	5907	6187
A27	4636	4844	5060	5289	5522	5776	6052	6329
A28	4729	4941	5164	5403	5655	5907	6187	6469
A29	4844	5060	5289	5522	5776	6052	6329	6621
A30	4941	5164	5403	5655	5907	6187	6469	6773
A31	5060	5289	5522	5776	6052	6329	6621	6928
A32	5164	5403	5655	5907	6187	6469	6773	7088
A33	5289	5522	5776	6052	6329	6621	6928	7245

TABLE – A
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017
Rate Per Month
S T E P S

Range	1	2	3	4	5	6	7	8
A34	5403	5655	5907	6187	6469	6773	7088	7422
A35	5522	5776	6052	6329	6621	6928	7245	7590
A36	5655	5907	6187	6469	6773	7088	7422	7774
A37	5776	6052	6329	6621	6928	7245	7590	7946
A38	5907	6187	6469	6773	7088	7422	7774	8134
A39	6052	6329	6621	6928	7245	7590	7946	8325
A40	6187	6469	6773	7088	7422	7774	8134	8522
A41	6329	6621	6928	7245	7590	7946	8325	8716
A42	6469	6773	7088	7422	7774	8134	8522	8918
A43	6621	6928	7245	7590	7946	8325	8716	9134
A44	6773	7088	7422	7774	8134	8522	8918	9347
A45	6928	7245	7590	7946	8325	8716	9134	9567
A46	7088	7422	7774	8134	8522	8918	9347	9788
A47	7245	7590	7946	8325	8716	9134	9567	10032
A48	7422	7774	8134	8522	8918	9347	9788	10261
A49	7590	7946	8325	8716	9134	9567	10032	10495
A50	7774	8134	8522	8918	9347	9788	10261	10747
A51	7946	8325	8716	9134	9567	10032	10495	11000
A52	8134	8522	8918	9347	9788	10261	10747	11257
A53	8325	8716	9134	9567	10032	10495	11000	11535
A54	8522	8918	9347	9788	10261	10747	11257	11798
A55	8716	9134	9567	10032	10495	11000	11535	12089
A56	8918	9347	9788	10261	10747	11257	11798	12367
A57	9134	9567	10032	10495	11000	11535	12089	12668
A58	9347	9788	10261	10747	11257	11798	12367	12972
A59	9567	10032	10495	11000	11535	12089	12668	13270
A60	9788	10261	10747	11257	11798	12367	12972	13595
A61	10032	10495	11000	11535	12089	12668	13270	13918

TABLE – A
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017
Rate Per Month
S T E P S

Range	1	2	3	4	5	6	7	8
A62	10261	10747	11257	11798	12367	12972	13595	14254
A63	10495	11000	11535	12089	12668	13270	13918	14594
A64	10747	11257	11798	12367	12972	13595	14254	14948
A65	11000	11535	12089	12668	13270	13918	14594	15296
A66	11257	11798	12367	12972	13595	14254	14948	15667
A67	11535	12089	12668	13270	13918	14594	15296	16043
A68	11798	12367	12972	13595	14254	14948	15667	16431
A69	12089	12668	13270	13918	14594	15296	16043	16817
A70	12367	12972	13595	14254	14948	15667	16431	17228
A71	12668	13270	13918	14594	15296	16043	16817	17662
A72	12972	13595	14254	14948	15667	16431	17228	18094
A73	13270	13918	14594	15296	16043	16817	17662	18545
A74	13595	14254	14948	15667	16431	17228	18094	18998
A75	13918	14594	15296	16043	16817	17662	18545	19472
A76	14254	14948	15667	16431	17228	18094	18998	19958

TABLE- E
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017

Rate Per Month								
Range	1	2	3	4	5	6	7	8
E1	7,800.02	8,111.86	8,436.91	8,773.98	9,124.34	9,490.28	9,869.53	10,264.38
E2	8,111.86	8,436.91	8,773.98	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92
E3	8,436.91	8,773.98	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29
E4	8,773.98	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37
E5	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63
E6	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01
E7	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62
E8	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51
E9	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29
E10	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24
E11	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58
E12	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53
E13	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57
E14	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90
E15	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90	17,776.72
E16	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90	17,776.72	18,488.20
E17	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90	17,776.72	18,488.20	19,227.42

TABLE-M
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017

Rate Per Month

Range	1	2	3	4	5	6	7	8
M1	8,436.91	8,773.98	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29
M2	8,773.98	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37
M3	9,124.34	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63
M4	9,490.28	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63	12,488.51
M5	9,869.53	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62
M6	10,264.38	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51
M7	10,674.92	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29
M8	11,102.29	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24
M9	11,545.37	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58
M10	12,007.63	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53
M11	12,488.01	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57
M12	12,987.62	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53	16,426.19	17,092.90
M13	13,506.51	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90	17,762.13
M14	14,048.29	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90	17,776.72	18,488.20
M15	14,609.24	15,195.58	15,803.53	16,435.57	17,092.90	17,776.72	18,488.20	19,227.42
M16	15,195.58	15,803.53	16,435.57	17,092.90	17,776.72	18,488.20	19,184.88	19,996.67
M17	15,803.53	16,435.57	17,092.90	17,776.72	18,488.20	19,227.42	19,996.67	20,796.08
M18	16,435.57	17,092.90	17,776.72	18,488.20	19,227.42	19,996.67	20,796.08	21,627.96
M19	17,092.90	17,776.72	18,488.20	19,227.42	19,996.67	20,796.08	21,627.96	22,493.57

TABLE – S
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017
Rate Per Month
S T E P S

Range	1	2	3	4	5	6	7	8
S1	4403	4593	4798	5014	5240	5483	5738	5994
S2	4497	4704	4915	5134	5367	5604	5861	6141
S3	4593	4798	5014	5240	5483	5738	5994	6278
S4	4704	4915	5134	5367	5604	5861	6141	6422
S5	4798	5014	5240	5483	5738	5994	6278	6564
S6	4915	5134	5367	5604	5861	6141	6422	6719
S7	5014	5240	5483	5738	5994	6278	6564	6873
S8	5134	5367	5604	5861	6141	6422	6719	7030
S9	5240	5483	5738	5994	6278	6564	6873	7193
S10	5367	5604	5861	6141	6422	6719	7030	7352
S11	5483	5738	5994	6278	6564	6873	7193	7531
S12	5604	5861	6141	6422	6719	7030	7352	7702
S13	5738	5994	6278	6564	6873	7193	7531	7888
S14	5861	6141	6422	6719	7030	7352	7702	8062
S15	5994	6278	6564	6873	7193	7531	7888	8254
S16	6141	6422	6719	7030	7352	7702	8062	8447
S17	6278	6564	6873	7193	7531	7888	8254	8647
S18	6422	6719	7030	7352	7702	8062	8447	8844
S19	6564	6873	7193	7531	7888	8254	8647	9049
S20	6719	7030	7352	7702	8062	8447	8844	9268
S21	6873	7193	7531	7888	8254	8647	9049	9485
S22	7030	7352	7702	8062	8447	8844	9268	9708
S23	7193	7531	7888	8254	8647	9049	9485	9932
S24	7352	7702	8062	8447	8844	9268	9708	10179
S25	7531	7888	8254	8647	9049	9485	9932	10412
S26	7702	8062	8447	8844	9268	9708	10179	10650
S27	7888	8254	8647	9049	9485	9932	10412	10905
S28	8062	8447	8844	9268	9708	10179	10650	11162
S29	8254	8647	9049	9485	9932	10412	10905	11422
S30	8447	8844	9268	9708	10179	10650	11162	11705
S31	8647	9049	9485	9932	10412	10905	11422	11971
S32	8844	9268	9708	10179	10650	11162	11705	12267
S33	9049	9485	9932	10412	10905	11422	11971	12549
S34	9268	9708	10179	10650	11162	11705	12267	12855
S35	9485	9932	10412	10905	11422	11971	12549	13163

TABLE – S
SALARY SCHEDULE, EFFECTIVE JANUARY 7, 2017
Rate Per Month
S T E P S

Range	1	2	3	4	5	6	7	8
S36	9708	10179	10650	11162	11705	12267	12855	13466
S37	9932	10412	10905	11422	11971	12549	13163	13795
S38	10179	10650	11162	11705	12267	12855	13466	14123
S39	10412	10905	11422	11971	12549	13163	13795	14464
S40	10650	11162	11705	12267	12855	13466	14123	14808
S41	10905	11422	11971	12549	13163	13795	14464	15168
S42	11162	11705	12267	12855	13466	14123	14808	15521
S43	11422	11971	12549	13163	13795	14464	15168	15897
S44	11705	12267	12855	13466	14123	14808	15521	16279
S45	11971	12549	13163	13795	14464	15168	15897	16673
S46	12267	12855	13466	14123	14808	15521	16279	17064
S47	12549	13163	13795	14464	15168	15897	16673	17481
S48	12855	13466	14123	14808	15521	16279	17064	17922
S49	13163	13795	14464	15168	15897	16673	17481	18360
S50	13466	14123	14808	15521	16279	17064	17922	18818
S51	13795	14464	15168	15897	16673	17481	18360	19277
S52	14123	14808	15521	16279	17064	17922	18818	19759
S53	14464	15168	15897	16673	17481	18360	19277	20251

Section 5-03-02

5-4 Assignments

5-04-01 The General Manager shall assign each employee. Such assignment shall be made in accordance with the employee's qualifications and abilities and the needs and best interest of the District.

5-04-02 A District employee may be assigned to work out of classification for up to 320 hours for CVWDEA members and 360 hours for ACVWDM or ASSET members during any 12-month period without special compensation. An employee who believes he or she has been assigned duties beyond 320/360 hours in accordance with this policy may either request an informal review by the Human Resources Director or file a grievance in accordance with District policy. Duties of the higher class would have to be performed at least 1/3 of the regular day (2.66 hours) to be counted as an 8-hour day toward the 320/360 hours. Calculations will be on a revolving 12 months.

5-5 Probation and Regular Employee

5-05-01 Most original appointments of employees shall be for a probationary period of 180 calendar days. No more than two consecutive periods shall be served. Appointments to professional, technical or ASSET or ACVWDM supervisory positions shall be for a probationary period of one year. Positions that require special conditions to be met within specific time limits remain on probation for the specific time or until the conditions have been accomplished. If the conditions have not been accomplished in the allotted time, the employee may be transferred, demoted or terminated. Except for employees affected by special conditions, no merit step salary increases will be effective during a probationary period.

5-05-02 A newly hired probationary employee may be demoted, suspended or dismissed at any time during the probationary period and such action shall not entitle the employee reimbursement for monetary value of employee benefits except as provided by law.

5-05-03 An employee who serves the required probationary period in a satisfactory manner shall be classified as a regular employee and shall be subject to dismissal for cause or reduction in work force.

5-05-04 Anniversary dates for salary purposes shall be set by the date of employment and changed as a result of a promotion, merit pay increase or involuntary demotion.

Service credit date will change due to leave of absence over 30 consecutive calendar days shall be set by the date of return less the 30 calendar days.

- 5-05-05 Evaluation of Performance. Evaluation of an employee's performance shall be directed by the Human Resources Director.
- 5-06 Merit Increases
- Merit increases upon completion of one year of satisfactory service shall be by recommendation of the employee's supervisor and approval of the General Manager. Merit increases may be made in less than one year where exceptional circumstance or outstanding performance prevail, the supervisor recommends and the department head and General Manager approve.
- 5-07 Promotions
- 5-07-01 A promotion shall cause transfer to the appropriate salary range for the position involved and be accompanied by an increase in salary.
- 5-07-02 An employee who is promoted shall serve at least one probationary period of 180 calendar days or 365 days if promoted into a professional, technical or ASSET or ACVWDM supervisory position.
- 5-07-03 A promotional probation shall be initiated by a personnel action, approved by the General Manager and shall be terminated by the General Manager by completion of the probation period(s) or reassignment as shown by a second personnel action report. (See Section 4-02-2).
- 5-08 Transfers
- 5-08-01 Transfer of an employee from one work assignment for operational necessity to another work assignment may be made by the General Manager at any time. Transfers shall not be used as a disciplinary measure.
- 5-08-02 Requests for transfer to a lower paying vacancy shall require prior approval by both department heads and the General Manager. An employee must successfully complete its initial new hire probation before applying for an inter-District transfer. An exception may be made by the General Manager if it is determined the transfer is in the best interest of the District (CVWDEA and ASSET only).
- 5-09 Salary Payment
- 5-09-01 Salary payments will be made on a biweekly basis. The payday for each biweekly pay period will be on the fourth regular working day following the end of the pay period.
- 5-09-02 The hourly rate shall be determined by dividing the annual rate by 2080.

- 5-10 Eligibility for Standby, Premium Time or Overtime Pay
- 5-10-01 Positions exempt from overtime are denoted with an asterisk in Section 5-03-01 on the Position Classification listing.
- 5-10-02 "Premium Time Pay" (generally known as overtime) shall be paid at the rate of one-half times the regular rate upon approval by the supervisor with prior approval by management and paid to the employee at the same time as regular pay.
- 5-10-03 Zanjeros, control operators and water clerks shall be paid premium time pay for time worked between regularly assigned shifts.
- 5-10-04 All work in excess of eight hours, except for scheduled 10-hour days, in any work day, or 40 hours in any work week shall be authorized by the supervisor with approval by the General Manager.
- 5-10-05 Special overtime pay shall be defined as overtime pay for the time worked beyond 12 consecutive hours. Payment for special overtime shall be at the regular hourly rate multiplied by 2.
- 5-10-06 Employees working an alternative work schedule (a 9/80 schedule or a 3/12 schedule) will receive overtime pay after 40 hours of work in a work week. Special overtime pay does not apply to employees working an alternative work schedule.
- 5-10-07 Overtime (premium time) pay may be authorized each Exempt employee who is called for service by the General Manager or Department Head and directed to report to duty. (See Section 5-12-01).
- 5-11 Standby Time Pay
- 5-11-01 Standby time pay shall be at the regular hourly rate as follows:
1. One hour for each daily 16 hours following the regular workday.
 2. Three hours for each 24-hour period (Saturday, Sunday and Holiday).
 3. Shall be in addition to any regular pay or overtime pay.
- 5-12 Call-out Time
- 5-12-01 Call out time shall be defined as overtime and paid as follows with regular salary check:

1. Two hours minimum overtime pay (see Section 5-10-02) for each call out not to exceed the number of hours between assigned shifts.
2. Regular pay plus one-half time for overtime.
3. Regular pay plus one and one-half time for Holiday. (Section 5-12-01, 1, 2 and 3) for exempt employees when authorized by the General Manager or Department Head for unique service.
4. Payment of overtime for work in excess of 40 hours in any one work week shall be paid in accordance with this Section (Section 5-11-08, 1, 2 and 3) for exempt employees when authorized by the General Manager/Department Head for unique service conditions; designation of those employees shall be by memorandum to the Finance Director for authorization to pay (see Section 5-10-06).
5. Call out pay will start from the time the employee receives a confirmation call.
6. When scheduled for weekend or holiday work, Water Quality Analysts, I, II, Laboratory Technician, and Biologist Technician shall be paid "call-out" pay.

5-13 Fatigue Time

The purpose of fatigue time is to allow an employee to rest after being called out to work.

An employee shall be eligible for fatigue time if the employee has worked more than 2.5 hours of overtime and the completion of the overtime is less than 8 hours before the start of the employee's next regularly scheduled shift. An employee who is called-out to work before the regular shift must be called a minimum of 3 hours before the regular start time to be eligible for fatigue time.

When an employee becomes eligible for fatigue time the supervisor, after consulting with the employee, shall have the option to:

1. Shift the employee's next regular 8 hour shift to provide for 8 consecutive hours off duty but no more than 4 hours past the end of the regular shift.
2. Pay the employee for the time off between the start of the employee's next regular shift and the time the employee actually begins work after having 8 consecutive hours off duty. The combination of fatigue time and work time shall not equal greater than 8 hours per day.
3. Allow the employee to continue working through their regular shift

without exceeding 16 continuous work hours. If necessary, the employee would only receive fatigue time to complete the rest of their regular shift to receive a full day of pay.

4. Allow the employee to report to work at the employee's scheduled time, unless the supervisor feels it would be unsafe for the employee to start work or continue working without fatigue time. Fatigue time will not be used in overtime calculations for the remainder of the day that the fatigue time was earned to the start of the next regular shift. An employee, eligible for fatigue time, would need to actually work a minimum of 8 hours after the end of the fatigue time before becoming eligible for overtime.

The District may reschedule or reassign employees as needed to cover the duties of an employee on fatigue time.

An employee may elect to refuse fatigue time and take available vacation or floating holiday.

Subject to availability of a replacement, an employee on standby who is called out after 11:00 p.m. may request to be removed from standby for the following night.

Fatigue time shall not apply to natural disasters such as earthquakes or floods unless the damage is no more than what would normally occur in a given day.

Exempt Supervisors. After a callout, the exempt supervisor will discuss with their supervisor whether or not there is a need for the exempt supervisor to continue working or take fatigue time. Exempt supervisors will not be required to use vacation or floating holiday to complete an 8 hour work day.

5-14 Holiday Pay

Employees shall be paid their regular rate of pay for District observed holidays. In addition, nonexempt who are required to work on District observed holidays will receive 1.5 times their regular rate for work performed on the holiday up to 8 hours consecutive. Holiday work in excess of 8 hours will be paid at 2 times the regular rate (and as stated in Section 5-10-05).

5-15 Shift Differential

A shift differential of .75 cents per hour shall be paid for all hours worked on a scheduled shift which predominantly falls between 5:00 p.m. and 5:00 a.m. but will include the mid-shift (12:00 p.m. to 8:00 p.m.) Domestic Serviceworker.

5-16 Longevity Pay

The District does not provide longevity pay to employees unless the employee was grandfathered into the program. Employees not currently receiving longevity pay will not enter the program.

5-17 Schedule Changes

Given the responsibilities of the District to its customers, public health and emergencies, whenever practical, employees affected by temporary schedule changes shall be given five (5) days written notice of intended change.

Schedule changes due to shift rotation shall authorize time away from an employee's job responsibility. Loss of pay for that period is a condition of employment. A schedule change absence shall not influence an employee's benefits nor an employee's "month-of-service." "Schedule Change Absence" shall bear no relationship to a "Leave of Absence." (The 11th day worked as a result of the schedule change shall be paid as premium time.)

5-18 Crane Certification Pay

Any Equipment Operator 1, Distribution Operator II, Distribution Operator III, Collection Systems II, Collection Systems III, or Mechanical Technician II who obtains certification from the National Commission for the Certification of Crane Operators (NCCCO) will be eligible to receive a five (5%) percent increase in pay. This certification is recognized by OSHA who independently provides verification that the operators have met OSHA's training requirements.

This is a one-time increase. Should additional equipment certification be required, there will be no additional compensation.

Employee will lose the additional pay should they not maintain the certification.

Should an employee transfer to another classification where the certification is not applicable, the employee will no longer receive the certification pay. The District reserves the right to limit the number of crane certifications.

Employees who are Equipment Operator II will not be eligible to receive this certification pay.

5-19 Internship Program

Purpose: To provide students with work experience and professional training in their related field of study; to give students a real-world perspective of the water industry; to create a partnership with colleges and the Coachella Valley

Water District and to help with recruitment for future job opportunities and workforce demands. An internship may be for either the summer or school year.

Eligibility: Students should be either junior level or above as an undergraduate student or a graduate student and must provide proof of enrollment. Immediate family members of current District employees are not eligible to participate in the program.

Requirements:

- Maintain full-time student status
- Average 20 hours of work per week
- Students will be evaluated at the end of each semester or quarter and must provide to Human Resources a copy of transcripts upon completion of each semester or quarter
- May only participate in internship program for two years
- Internship is at-will

Recruitment and Selection Process: Once a requisition for an intern has been approved, the Department Head will notify Human Resources to begin recruitment process. The Department head will provide to Human Resources job duties, special projects, and required job skill, abilities and educational requirements for the intern position.

Human Resources will only post externally. The recruitment process includes an announcement on the CVWD website, contacting local colleges regarding the internship program, posting on college job bulletin boards and participating in college job fairs. Supervisors for the prospective interns are encouraged to attend any on campus recruitment.

Applicants will be required to fill out a regular employment application and a supplemental questionnaire regarding the applicant's interest in interning at CVWD.

Human Resources will pre-screen applicants to ensure that minimum requirements are met. Then will forward to Department head for selection for interviews. Criteria used in selection should include career and educational goals. There will not be a requirement for a minimum number to be interviewed. Interviews will be conducted using standard CVWD procedures.

Once a candidate has been selected and an offer has been made, the student will then complete the normal pre-employment screening process.

Assignment: Interns will be given orientation and safety training on their first day of work. Interns will be paid at \$15.00 per hour. Returning interns will be eligible for a 5% increase in salary. Interns will not be eligible for benefits.

Interns will be covered under workers compensation.

Interns must have approval from Risk Management to drive District vehicles.

Interns will be required to comply with all District policy and procedures.

Supervision: Supervisors are required to provide guidance, supervision and mentoring to the interns. This also includes providing a safe work environment.

Supervisors will evaluate their intern at the end of each quarter/semester.

SECTION 6 DAMAGE REPORTS

6-01 Human and Material (OJI or Incident Forms)

6-01-01 Each and every employee of the District shall cause a written report to be filed, as herein provided, regarding any incident, accident or injury to health or property.

6-01-02 In addition to all information required by the District's report forms, personal injury and property damage reports shall include any and all information within the knowledge of the person making the report that may have a bearing on the incident.

6-01-03 The reports must be carefully and accurately stated. Forms CVWD-012 and CVWD-019 and/or Department of Workers' Compensation Form and DWC-1 are required.

6-01-04 Failure to report within 24 hours in accordance with the intent of these rules, may be cause for disciplinary action including suspension and/or termination.

6-01-05 A detailed report shall be handed to the employee's immediate supervisor, then forward to Human Resources, Risk Management and the Claims/Safety Department.

6-01-06 An investigation shall be made (or caused to be made) by the supervisor and the report to be attached to the original incident report.

6-01-07 Retention of file copies of all reports within the District shall be charged to Human Resources and Document Control.

SECTION 7 RULES OF CONDUCT

7-01 Employees that engage in the following conduct may be subject to disciplinary action including but not limited to, demotion, suspension or termination of employment.

Rules of conduct include but are not limited to:

1. Theft of any kind, including theft of District property or theft of non-District property during working hours.
2. Willful falsification of District documents or data including but not limited to employment application, time card, mileage sheets, work orders, incident reports, meter readings, customer information or application for services, or deliberately giving false information.
3. Conviction or admission of any felony.
4. Conviction or admission to a misdemeanor involving moral turpitude and/or immoral conduct.
5. The use, sale, possession, manufacture or cultivation of alcohol, intoxicants or controlled substances (drugs) during working hours or on District property, and/or reporting to work under the influence of such alcohol, intoxicants or drugs (including employees on call).
6. Soliciting contributions, accepting gratuities or accepting payment for unauthorized work or modification to District services, meters, system connections.
7. Violation of the District's conflict of interest policy.
8. Misuse of District time, such as sleeping, sightseeing, conducting personal business or performing work other than District work assignment during paid working hours.
9. Unauthorized use of District property, materials, equipment, tools or vehicles. Willful destruction or malicious alteration of District equipment. Failure, through negligence or inattentiveness, to safeguard District equipment, materials, tools, vehicles or personnel from damage or loss.
10. Incompetence, inefficiency, lack of ability, physical or mental incapacity or failure to perform assigned duties in a satisfactory manner.
11. Failure to follow reasonable District policy or rule.

12. Failure to achieve or maintain required certification for position or classification.
13. Insubordination, disobedience to authority or supervision, refusal to carry out instructions or work duties.
14. Dereliction of duties, intentional abandonment of duties.
15. Political activity during the assigned working hours.
16. Evidence establishing careless conduct with a lack of regard for the health and welfare of employees or the public (horseplay, reckless driving, etc.).
17. Absence from duty without leave. (See also Section 9-01-01.)
18. Discourteous treatment of the public or of fellow employees, fighting, verbal or physical abuse of District personnel or public, including but not limited to, sexual harassment, racial harassment or any violation of Federal or State law or violation of District workplace violence policy.
19. Conduct tending to injure or impede public service or conduct that would injure the public confidence in the integrity of the District or District services.
20. Frequent tardiness, unexcused absences and unsatisfactory attendance. Frequent unscheduled absences, excluding FMLA qualifying absences, in which the absences reduce the reliability and dependability of the employee to perform their assigned duties.
21. Violation of safety practices, procedures or policies.
22. Making false and malicious statements concerning any employee or the District.
23. Loss of driving privileges or a driving record that would jeopardize the ability to be insured by the District's vehicle insurance carrier (only to apply to those required to drive in the normal course of job duties as defined by job description).

7-02

Driver's License Suspension Policy

The following actions will take place when an employee has his/her driver's license suspended:

1. Should the California Department of Motor Vehicles issue a suspension of an employee's driver's license, that employee will be suspended from work, without pay, for their normally scheduled workdays for up to a 30-day period which will coincide with the start of the DMV's suspension.
2. An employee who does not have a valid driver's license on the first day after their District suspension had ended, will be terminated.
3. An employee who has their license suspended due to medical reasons will be considered for an accommodation in accordance with the Americans with Disabilities Act.
4. An employee who subsequently has their Driver's License suspended for a second time, will be terminated.

7-03-01

Grievance Procedures (CVWDEA Members)

Scope of Grievance Procedures

A "grievance" is defined as an allegation by an employee, a group of employees, or CVWDEA, that the District has violated this Memorandum, or District or departmental policy or procedure. The grievance procedure set forth in this Section shall apply to matters:

Concerning the alleged misapplication of a specific provision of this Agreement,

Concerning the alleged misapplication of a specific provision of the District Ordinance, and

Concerning the alleged misapplication of written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluations.

The hearing of a grievance by the Arbitrator will be limited to the written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

Matters Excluded from Grievance Process

This grievance procedure set forth in this Section shall not apply to matters:

Covered by the Labor Relations Ordinance,

Concerning Performance Evaluations, except that evaluations may be grieved to the level of the Human Resource Director,

Concerning non-disciplinary oral and written counseling and retraining,
Concerning any discipline or termination covered by the Article 33, Discipline
and Dismissal, and

Concerning any other subjects, unless the subject is covered by the express
terms of this Memorandum or any portion of a District or departmental policy
or procedures that relates specifically to wages, hours, and other terms and
conditions of employment.

Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall
discuss the grievance with the immediate supervisor and attempt to work out a
satisfactory solution. The employee shall have the option to have a CVWDEA
representative or steward present, provided it does not unreasonably delay the
process.

Grievance Petition Form

If the employee and the immediate supervisor cannot work out a satisfactory
solution, the employee may then choose to represent himself individually, or
the employee may request the assistance of a representative or steward, in
reducing to writing and formally presenting the grievance on a Grievance
Petition Form. Formal grievances must be filed on the Grievance Petition
Form. Each section of the Grievance Petition Form must be filled out and shall
specify dates, times, places, persons and other facts necessary to have an
understanding of the matter being grieved. The employee or his representative
must obtain and include a grievance number from the Human Resources
Director. Incomplete Grievance Petition Forms will be rejected and must be
re-filed either within the time limits or within seven (7) calendar days after the
rejection, whichever comes later.

Submission of Grievance to Employee's Department Head

If the employee chooses to formally pursue a grievance, the employee shall
present a filled out Grievance Petition Form to the Human Resources Director
within fifteen (15) calendar days from the date upon which event occurred
upon which the grievance is based, or within fifteen (15) calendar days from
the date the employee should have known of the event upon which the
grievance is based.

The Human Resource Director will forward the Grievance Petition Form to the
Department Head for consideration. The Department Head shall return a copy
of the written Grievance Petition Form to the employee with the Department
Head's answer in writing within ten (10) calendar days after receipt of the
written grievance. If the grievance is not resolved at this level, the employee
shall have ten (10) calendar days from receipt of the Departments Head's
answer to file an appeal to the Human Resources Director.

By mutual agreement of the parties, the submission of the grievance to the Department Head may be waived and the grievance moved to the next step.

Submission of Grievance to Human Resources Director

The employee or his/her representative may appeal the decision of the Department Head to the Human Resources Director within ten (10) calendar days of receipt of the Department Head's response. The Human Resources Director shall have ten (10) calendar days from receipt of the appeal in which to review and answer the grievance in writing.

At the option of either the employee or District, a grievance meeting may be held at this level. The employee and the employee's representative and/or steward may be present at and participate in any such meeting. If the parties hold a grievance meeting, the Human Resources Director shall have ten (10) calendar days from the date of the meeting to answer the grievance in writing.

If the grievance is not resolved at this level, the employee shall have ten (10) working days from receipt of the written answer within which to file an appeal to the General Manager.

Submission of Grievance to General Manager

The employee or his/her representative may appeal the decision of the Human Resource Director to the General Manager or the Assistant General Manager within ten (10) calendar days of receipt of the Human Resources Director's response. Unless waived by mutual agreement of the employee, the representative and/or steward and the General Manager, or the Assistant General Manager, a meeting is required at this level and the employee and the employee's representative and/or steward shall have the right to be present and participate in such a meeting. The General Manager or the Assistant General Manager shall have ten (10) calendar days following the meeting in which answer the grievance in writing.

Should the grievance not be resolved at this level, it shall thereafter be subject to binding arbitration in the manner prescribed in Section 8.

Binding Arbitration

CVWDEA may appeal the decision of the General Manager within ten (10) calendar days after the receipt of the written answer of the General Manager or Assistant General Manager. After submission of a request for review, CVWDEA and the Human Resource Director, or a designee, shall attempt to agree on an arbitrator.

If the parties cannot agree, they will select an arbitrator from the following panel of five arbitrators: Joseph Gentile; Robert Bergeson; Michael Prihar;

Terri Tucker; and, Mark Burstein. The arbitrator shall be selected by striking alternate names from the list. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If any of the aforementioned arbitrators retires or is otherwise no longer available to serve on the panel, the parties will mutually agree on a replacement arbitrator. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Prior to the arbitration hearing, CVWDEA and the Human Resource Director, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues that have not been raised and considered at an earlier step of the grievance procedure.

If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

The provisions of Section 8, Binding Arbitration, shall expire upon the termination of this Agreement.

Failure of Timely Action

Any of the timelines set forth in this section may be extended by mutual agreement of the parties. Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance, unless an extension has been agreed upon.

Discipline

Disciplinary actions shall include only the following: written reprimand, suspension without pay, demotion, and dismissal.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal.

Disciplinary action may be imposed upon an employee for failure to perform the duties of his/her assigned duties or for violating work rules.

Progressive Discipline

A progressive discipline procedure is intended to give employees advance notice whenever possible, of problems regarding their conduct or performance in order to provide them with guidance and an opportunity to correct any problems. Progressive discipline involves informing the employee what conduct or performance is expected, what conduct or performance the employee has engaged in, and what action will be taken if the problem is not corrected.

The progression of discipline is as follows unless the Human Resources Director or the General Manager determines that the seriousness of the event warrants by passing one or more levels:

1. Written reprimand
2. Suspension without pay
3. Demotion
4. Termination of employment

Oral counseling and/or retraining may precede discipline, but does not constitute formal discipline.

Progressive discipline must be timely and should follow, as closely as possible, the incident requiring disciplinary action.

Any written counseling or warning shall be signed and dated by the employee, indicating only acknowledgment of receipt of the document, not agreement. If the employee refuses to sign the document, an employee representative or supervisor may sign that the employee was given a copy of the document but refused to sign.

Administrative Leave

An employee may be placed on paid administrative leave by District during District investigations.

Probationary Employees

The provisions of this Article shall not apply to newly hired employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status.

Pre-Disciplinary Procedure

If a regular non-probationary employee is to be suspended, demoted, or discharged, he shall:

Receive written notice of the intended action, stating the specific grounds and the particular facts upon which the action is based;

Receive copies of any known materials, reports or other documents upon which the intended action is based;

Be accorded the right to respond in writing within a reasonable period of time to the intended charges;

Be accorded the right to meet within a reasonable period of time with the Human Resources Director or a designated Department Head who has the authority to recommend modification or elimination of the intended disciplinary action; and

Be given the written decision of the Human Resources Director within five (5) business days of the meeting.

Appeal Procedure - Arbitration

If a regular employee is to be suspended without pay for 40 hours or more, demoted, or discharged, he shall be afforded the right to appeal that action pursuant to the appeal procedure set forth in this Section.

A written request for arbitration must be filed by either the employee or CVWDEA with the Human Resources Director within five (5) days of receiving the decision from the pre-disciplinary hearing.

The parties may mutually agree upon the selection of an arbitrator or they will select an arbitrator from the following panel of five arbitrators: Joseph Gentile; Robert Bergeson; Michael Prihar; Terri Tucker; and, Mark Burstein. The arbitrator shall be selected by striking alternate names from the list. The last

remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If any of the aforementioned arbitrators retires or is otherwise no longer available to serve on the panel, the parties will mutually agree on a replacement arbitrator.

If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. In the event that an employee is not represented by CVWDEA in the arbitration, the expenses of the arbitrator shall be borne by the District, unless the employee elects to share the expenses. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

Within 10 days after the selection of the arbitrator, the parties shall schedule an arbitration date(s), unless all parties agree to extend this deadline.

The employee may be represented by legal counsel in the arbitration.

The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.

Hearings shall be conducted in accordance with rules and procedures adopted or specified by the arbitrator, unless the parties mutually agree to other rules or procedures for the conduct of such hearings.

The arbitrator shall, within 30 days of the conclusion of the aforementioned arbitration, render his decision, in writing, and shall direct copies to the Human Resources Director or designee, the employee and the employee's representative (if any).

The decision of the arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum.

The decision of the arbitrator may sustain, modify, or revoke the disciplinary action and shall be final and binding on the parties.

The decision of the arbitrator can be appealed pursuant to Code of Civil Procedure section 1094.5.

7-03-02 Grievance Procedures (ASSET Members)

Scope of Grievance Procedures

A “grievance” is defined as an allegation by an employee, a group of employees, or ASSET, that the District has violated this Memorandum, or District or departmental policy or procedure. The grievance procedure set forth in this Section shall apply to matters:

- A. Concerning the alleged misapplication of a specific provision of this Agreement,
- B. Concerning the alleged misapplication of a specific provision of the District Ordinance, and
- C. Concerning the alleged misapplication of written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluations.

The hearing of a grievance by the Arbitrator will be limited to the written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

Matters Excluded from Grievance Process

This grievance procedure set forth in this Section shall not apply to matters:

- A. Covered by the Labor Relations Ordinance,
- B. Concerning Performance Evaluations, except that evaluations may be grieved to the level of the Human Resource Director,
- C. Concerning non-disciplinary oral and written counseling and retraining,
- D. Concerning any discipline or termination covered by the section on Discipline and Dismissal, and
- E. Concerning any other subjects, unless the subject is covered by the express terms of this Memorandum or any portion of a District or departmental policy or procedures that relates specifically to wages, hours, and other terms and conditions of employment.

Informal Discussion with Employee’s Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor and attempt to work out a satisfactory solution. The employee shall have the option to have an ASSET representative or steward present, provided it does not unreasonably delay the process.

Grievance Petition Form

If the employee and the immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself individually, or the employee may request the assistance of a representative or steward, in reducing to writing and formally presenting the grievance on a Grievance Petition Form. Formal grievances must be filed on the Grievance Petition Form. Each section of the Grievance Petition Form must be filled out and shall specify dates, times, places, persons and other facts necessary to have an understanding of the matter being grieved. The employee or his representative must obtain and include a grievance number from the Human Resources Director. Incomplete Grievance Petition Forms will be rejected and must be re-filed either within the time limits or within seven (7) calendar days after the rejection, whichever comes later.

Submission of Grievance to Employee's Department Head

If the employee chooses to formally pursue a grievance, the employee shall present a filled out Grievance Petition Form to the Human Resources Director within fifteen (15) calendar days from the date upon which event occurred upon which the grievance is based, or within fifteen (15) calendar days from the date the employee should have known of the event upon which the grievance is based.

The Human Resource Director will forward the Grievance Petition Form to the Department Head for consideration. The Department Head shall return a copy of the written Grievance Petition Form to the employee with the Department Head's answer in writing within ten (10) calendar days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have ten (10) calendar days from receipt of the Departments Head's answer to file an appeal to the Human Resources Director.

By mutual agreement of the parties, the submission of the grievance to the Department Head may be waived and the grievance moved to the next step.

Submission of Grievance to Human Resources Director

The employee or his/her representative may appeal the decision of the Department Head to the Human Resources Director within ten (10) calendar days of receipt of the Department Head's response. The Human Resources Director shall have ten (10) calendar days from receipt of the appeal in which to review and answer the grievance in writing.

At the option of either the employee or District, a grievance meeting may be held at this level. The employee and the employee's representative and/or steward may be present at and participate in any such meeting. If the parties

hold a grievance meeting, the Human Resources Director shall have ten (10) calendar days from the date of the meeting to answer the grievance in writing.

If the grievance is not resolved at this level, the employee shall have ten (10) working days from receipt of the written answer within which to file an appeal to the General Manager.

Submission of Grievance to General Manager

The employee or his/her representative may appeal the decision of the Human Resource Director to the General Manager or the Assistant General Manager within ten (10) calendar days of receipt of the Human Resources Director's response. Unless waived by mutual agreement of the employee, the representative and/or steward and the General Manager, or the Assistant General Manager, a meeting is required at this level and the employee and the employee's representative and/or steward shall have the right to be present and participate in such a meeting. The General Manager or the Assistant General Manager shall have ten (10) calendar days following the meeting in which answer the grievance in writing.

Should the grievance not be resolved at this level, it shall thereafter be subject to binding arbitration in the manner prescribed in this ordinance.

Binding Arbitration

ASSET may appeal the decision of the General Manager within ten (10) calendar days after the receipt of the written answer of the General Manager or Assistant General Manager. After submission of a request for review, ASSET and the Human Resource Director, or a designee, shall attempt to agree on an arbitrator.

If the parties cannot agree, they will select an arbitrator from the following panel of five arbitrators: Joseph Gentile; Robert Bergeson; Terri Tucker; Paul Crost; and Lou Zigman. The arbitrator shall be selected by striking alternate names from the list. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If any of the aforementioned arbitrators retires or is otherwise no longer available to serve on the panel, the parties will mutually agree on a replacement arbitrator.

If either party wishes to have a transcript of the arbitration proceedings, the requesting part will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall

be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Prior to the arbitration hearing, ASSET and the Human Resource Director, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues that have not been raised and considered at an earlier step of the grievance procedure.

If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

The provisions of this article on Binding Arbitration, shall expire upon the termination of this Agreement.

The decision of the arbitrator shall be final and binding on the parties.

The decision of the arbitrator can be appealed pursuant to Code of Civil Procedure section 1281.

Failure of Timely Action

Any of the timelines set forth in this section may be extended by mutual agreement of the parties. Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance, unless an extension has been agreed upon.

Discipline

Disciplinary actions shall include only the following: written reprimand, suspension, demotion, and dismissal.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal.

Disciplinary action may be imposed upon an employee for failure to perform the duties of his/her assigned duties or for violating work rules.

Progressive Discipline

A progressive discipline procedure is intended to give employees advance notice whenever possible, of problems regarding their conduct or performance in order to provide them with guidance and an opportunity to correct any problems. Progressive discipline involves informing the employee what conduct or performance is expected, what conduct or performance the employee has engaged in, and what action will be taken if the problem is not corrected.

The progression of discipline is as follows unless the Human Resources Director or the General Manager determines that the seriousness of the event warrants by passing one or more levels:

- A. Written reprimand
- B. Suspension
- C. Demotion
- D. Termination of employment

Oral counseling and/or retraining may precede discipline, but does not constitute formal discipline.

Progressive discipline must be timely and should follow, as closely as possible, the incident requiring disciplinary action.

Any written counseling or warning shall be signed and dated by the employee, indicating only acknowledgment of receipt of the document, not agreement. If the employee refuses to sign the document, an employee representative or supervisor may sign that the employee was given a copy of the document but refused to sign.

Administrative Leave

An employee may be placed on paid administrative leave by District during District investigations.

Probationary Employees

The provisions of this section shall not apply to newly hired employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status.

Pre-Disciplinary Procedure

If a regular non-probationary employee is to be suspended, demoted, or discharged, he shall:

- A. Receive written notice of the intended action, stating the specific grounds and the particular facts upon which the action is based;
- B. Receive copies of any known materials, reports or other documents upon which the intended action is based;
- C. Be accorded the right to respond in writing within a reasonable period of time to the intended charges;
- D. Be accorded the right to meet within a reasonable period of time with the Human Resources Director or a designated Department Head who has the authority to recommend modification or elimination of the intended disciplinary action; and
- E. Be given the written decision of the Human Resources Director within five (5) business days of the meeting.

Appeal Procedure - Arbitration

If a regular employee is to be suspended without pay for 40 hours or more, demoted, or discharged, he shall be afforded the right to appeal that action pursuant to the appeal procedure set forth in this Section.

A written request for arbitration must be filed by either the employee or ASSET with the Human Resources Director within five (5) days of receiving the decision from the pre-disciplinary hearing.

The parties may mutually agree upon the selection of an arbitrator or they will select an arbitrator from the following panel of five arbitrators: Joseph Gentile; Robert Bergeson; Terri Tucker; Paul Crost; and Lou Zigman. The arbitrator shall be selected by striking alternate names from the list. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If any of the aforementioned arbitrators retires or is otherwise no longer available to serve on the panel, the parties will mutually agree on a replacement arbitrator.

If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. In the event that an employee is not represented by ASSET in the arbitration, the expenses of the arbitrator shall be borne by the District, unless the employee elects to share the expenses. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any District employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing.

Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

Within 10 days after the selection of the arbitrator, the parties shall schedule an arbitration date(s), unless all parties agree to extend this deadline.

The employee may be represented by legal counsel in the arbitration.

The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.

Hearings shall be conducted in accordance with rules and procedures adopted or specified by the arbitrator, unless the parties mutually agree to other rules or procedures for the conduct of such hearings.

The arbitrator shall, within 30 days of the conclusion of the aforementioned arbitration, render his decision, in writing, and shall direct copies to the Human Resources Director or designee, the employee and the employee's representative (if any).

The decision of the arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum.

The decision of the arbitrator may sustain, modify, or revoke the disciplinary action and shall be final and binding on the parties.

The decision of the arbitrator can be appealed pursuant to Code of Civil Procedure section 1094.5.

7-03-03 Discipline and Dismissal for ACVWDM Members

A management employee has a higher level of performance expectations; including maintaining competent job performance and conducting themselves in a manner that exhibits professionalism and good judgment.

Disciplinary action may be imposed upon a management employee for failure to perform the duties of his/her assigned duties or for violating work rules.

1. Counseling and Coaching

Prior to proceeding with the discipline process, management employees will receive counseling and coaching from the General Manager or their department head, depending upon to whom they directly report. This should be an ongoing process for the purpose of continuing improvement. As a result of effective coaching and counseling, it should never be a surprise when the discipline process begins. Coaching and counseling are by definition not part of the discipline process.

2. Discipline

The disciplinary process will consist of the following steps, unless the General Manager determines that a serious event warrants jumping past one or more levels:

A. Informal Meeting (Verbal Warning)

The management employee meets with the General Manager or Department Head to discuss performance concerns and ways to improve performance and meet expectations.

B. Jeopardy Meeting (Written Warning)

The management employee meets with the General Manager or Department Head to discuss performance and warns that the management employee's job is in jeopardy and continued employment is unlikely unless performance expectations are met. This will result in a written warning.

C. Decision-making Leave (Final Written Warning)

If the management employee's performance fails to improve, the employee will be placed on Administrative Leave with pay for two days. During the Administrative Leave, the management employee to decide whether: a) they can and will correct the unsatisfactory performance (and if so, how); or b) to resign the

position with the District. The management employee will be given a last chance warning if he/she chooses not to resign.

3. Suspension without Pay, Demotion or Dismissal

A management employee may be disciplined by the General Manager with concurrence from the Human Resources Director and if the Management Employee is not a direct report of the General Manager, the Department Head. The General Manager, when determining the range of discipline, shall file with the Human Resources office written charges in support of the discipline recommendation. The employee shall be notified, in writing, at least five working days prior to the effective date of the action and provided, in writing, his/her rights to appeal the decision through the Skelly process.

The written notice to the management employee will:

- A. Notify the employee in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the objectives, directives, policies, procedures, work rules, regulations, or other order of District, which appear to have been violated;
- B. State the range of discipline that is being considered;
- C. Afford the affected employee an informal opportunity to respond to the charges orally or in writing, normally within seven (7) working days from receiving such written notice.

4. Skelly Hearing

The opportunity to respond may occur at a meeting conducted and presided over by the General Manager's designee with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal, but sufficient to assure the employee full opportunity to be heard, respond to the charges, and have the employee's response considered prior to the imposition of discipline.

The employee shall have the right to answer the charges in writing and orally.

At all meetings with the management employee wherein discipline is being considered, the employee shall be entitled to representation.

Five working days prior to the date of the scheduled hearing, each party shall serve upon the other party a list of all witness and a list and copy

of all exhibits. Once the hearing commences, additional witnesses may be called to rebut evidence offered by either party.

All disciplinary hearings will be recorded by audiotape. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both request a court reporter, the cost will be shared equally. If an audio recording transcription is used by either party, it must be transcribed by a certified court reporter at the expense of the requesting party.

The General Manager's designee will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

5. Administrative Leave

An employee may be placed on paid administrative leave by District during District investigations.

6. Probationary Employees

The provisions of this Article shall not apply to newly hired employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status. All rights listed within this memorandum protect a regular employee on promotional probation.

07-04-01 Grievance Procedures (ACVWDM Members)

Before entering into the grievance process, a management employee may discuss concerns with the General Manager and attempt to resolve issues without entering into the formal process.

1. A grievance is defined as an allegation by a management employee or a group of management employees that the District has failed to provide a condition of employment that is established by the Memorandum of Understanding, or by a District or departmental policy or procedure. This grievance procedure shall not apply to matter:

Covered by the Labor Relations Ordinance, or

- A. Concerning non-disciplinary oral and written coaching and counseling, or
- B. Concerning any discipline or termination covered by the Skelly procedures in Discipline and Dismissal, or
- C. Concerning any other subjects, unless the subject is covered by the expressed terms of the current MOU or any portion of a District or departmental policy or procedure that relates specifically to wages, hours and other terms and conditions of employment.

2. Informal Discussion with Department Head

Before proceeding to 3. below, an management employee shall discuss the grievance with the Department Head and attempt to work out a satisfactory solution. If the employee and the Department Head cannot work out a satisfactory solution, the employee may then choose to proceed to 3 below. Direct reports to the General Manager will proceed to 3.

3. Verbal or Written Grievance to the General Manager

If a satisfactory solution has not been reached though informal discussions, the management employee may then present the grievance verbally or in writing to the General Manager. The General Manager will have fifteen (15) working days in which to review and answer the grievance in writing.

SECTION 8 TERMINATION OF EMPLOYMENT

8-01 Reasons For

8-01-01 An employee who desires to resign in good standing shall submit a resignation in writing to the department head at least two weeks in advance of the intended resignation date.

8-01-02 Whenever it becomes necessary to reduce the number of employees because of lack of work, lack of funds, or in the interest of economy, the supervisor shall recommend, and the General Manager shall approve the specific positions to be discontinued. Factors such as competency and efficiency of employees may be considered if the standard by which these factors can be measured is specified. (See Section 8-02).

In case of termination of an officer or regular employee of the District through no fault of their own, and who has been employed for over one continuous year, termination pay equivalent to one biweekly salary payment shall be made to the employee. Resignation or dismissal for cause shall not entitle an employee to any termination payment.

8-01-03 Termination pay shall be issued or mailed the day of termination if stores clearance is possible. Without stores clearance the check is held until clear or is issued with stores values deducted.

8-01-04 Resignation pay will normally be paid on the last day worked, if the District has been given 72 hours notice and clearance through Human Resources has been completed.

8-01-05 Dismissal pay will be issued or mailed within the work day of the dismissal, but no later than the regular work day following the date of dismissal provided clearance through Human Resources has been completed.

8-02 Reduction in Force

The District has no plans to implement furloughs during this contract. If there is a change, The District will give notice to the recognized employee organization that represents the affected classifications 30 days in advance to meet and confer.

1. The District will act in accordance with the following procedure if it becomes necessary to reduce staff because of lack of work, lack of funds, or economic reasons.
 - A. When it becomes necessary to reduce the work force (layoff), the General Manager shall designate the job classifications(s) to be affected and the number of employees to be eliminated.

B. Any reduction in the number of regular employees holding a job classification designated by the General Manager for layoff shall be made in the following order of employment status:

- 1) Temporary employees who have been hired less than full-time or are from an outside agency performing duties of the affected classification.
- 2) Probationary employees who have not completed the initial probationary period.
- 3) Regular employees who have completed their initial probationary period.

C. Layoffs of employees within each classification shall be based primarily on the most recent date of hire, with the least senior employee being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department or classification, that the more senior person does not possess, subject to the approval of the Human Resources Director. Factors such as competency and efficiency of employees may be considered if the standards by which these factors can be measured is specified. Employees laid off out of seniority shall be given written notice of this action.

Seniority shall be defined as the length of an employee's continuous service with the District counted from the most recent hire date. An employee shall lose seniority by:

- 1) Voluntary resignation.
- 2) Discharged for cause.
- 3) Layoff for economic reasons.

D. The General Manager shall give notice to the recognized employee organization that represents the affected classifications at least 60 days prior to the effective date of the action. The list shall include a seniority list of employees that will be affected. The official notice shall be given to the employees from the General Manager and shall include:

- 1) The reason for the layoff.
- 2) The effective date of the layoff.

- 3) If laid off out of seniority, the reasons.
- E. An employee who has received an official notice will be allowed to apply for any open position that has been approved by the General Manager for which they are qualified. Employees will be screened by Human Resources to ensure applicants have the necessary skills, knowledge, abilities to qualify for a position.
 - F. Prior to the effective date, the General Manager will give each affected employee a letter stating that the layoff was due to a reduction in force.
 - G. Affected employees shall be eligible for recall, if the District has a need to refill the previously affected classification, for 12 months after the effective date of the layoff. Eligible employees will be considered for recall based on the District's needs and individual skill, knowledge and other factors the District normally considers in selecting individuals for positions. Affected employees will be treated as internal candidates, during the first 12 months after the effective date, and may apply for any posted internal positions.

Laid off employees rehired within 12 months of the layoff to any classification shall be entitled to:

- 1) Restoration of all sick leave credited to the employee's account on the day of layoff.
 - 2) Restoration of all hours of floating holiday credited to the employee's account on the day of layoff.
 - 3) Continuation of seniority with no break.
 - 4) Credit for all service prior to the lay off for purposes of determining the rate of accrual of vacation and longevity with no break.
- H. In the case of layoff of a regular employee of the District through no fault of their own, and who has been employed for over one (1) continuous year, severance pay equivalent to one bi-weekly salary payment shall be made to the employee. Resignation or termination for cause shall not entitle an employee to severance payment.

SECTION 9 EMPLOYEE-EMPLOYER BENEFITS

9-01 Leave Requests

All requests for leave shall be processed by use of leave applications, only one copy of which is required. Upon written approval of the request by the supervisor and department head, it will be forwarded to finance for processing.

- 9-01-01 All leave, except sick leave, shall be approved by the immediate supervisor, in advance. Employees shall notify their immediate supervisor as far ahead of each shift as is possible.
1. Requests for leave shall be in writing using form CVWD-005. For exempt employees partial day absences of less than four (4) hours, the employee will not be required to fill out a leave slip except for FMLA related time off.
 2. Employees will not be discriminated against in the determination of granting leave on the basis of race, color, creed, national origin, sex, age, physical disability, mental disability, medical condition or marital status.
 3. Department heads are responsible for determining the number of employees from the workforce that may be off at a given time and still safely and efficiently accomplish projects, schedules and good customer service.
 4. Leave requests shall be considered on a first come first serve basis.
 5. Requests for identical or overlapping leave periods, that are given to the supervisor during the same eight hour work shift, will be considered as being submitted at the same time. Requests submitted after the end of the employee's regular scheduled shift will be considered to have been submitted on the following working day.
 6. Multiple requests, submitted on the same day, for identical or overlapping leave periods will be considered by department or section work load and by seniority by hire date.
 7. If a request is denied, the supervisor shall meet with the employee to determine an acceptable alternate date.
 8. Requests may be submitted up to 365 days in advance of the commencement of the leave.

9. Requests submitted less than two weeks in advance of the commencement of the leave will receive a written determination within two work days from receipt of the employee's written request. Requests submitted greater than two weeks in advance of the commencement of the leave will receive a written determination within one week.

Floating holidays will be scheduled 72 hours in advance, except that in cases of emergency, may be taken without prior notice.

Use of vacation leave in lieu of sick leave is not allowed unless the absence is over two weeks in duration and all sick leave and Emergency Health Fund has been used.

The District's telephone is "in service" at all times (24 hours a day). Three days of absence without notification to the District is considered, by law, to be abandonment of job and is cause for termination of employment. Repeated single absences without notification is also cause for termination of employment.

Sick leave shall be approved the day the employee returns to work. Return from leave periods in excess of three calendar days may be cause for requiring a physical examination by the District's physician upon recommendation of the Human Resources Director and approval by the General Manager.

10. Upon receipt supervisor shall initial "received" and copy the request, returning the copy to the employee upon submittal.

9-02 Sick Leave

9-02-01 Employees begin accruing paid sick leave at the commencement of employment. Sick leave is accrued at the rate of one (1) working day for each full month of employment. Sick leave is not accrued during a period of layoff of service or leave of absence. Any balance of unused sick leave may be carried over to the next year until the maximum balance of 360 hours of sick leave is accrued. Employees may begin using accrued sick leave on their 90th day of employment.

Upon written or oral request, employees may use sick leave for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition, or preventive care for, an employee or an employee's family member; or
- (2) For an employee who is a victim of domestic violence, sexual assault, or stalking.

“Family member” means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) A spouse; (4) A registered domestic partner; (5) A grandparent; (6) A grandchild; (7) A sibling.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. For any absence of three days or more for the employee’s own injury or illness, the District may require a release to return to work from the employee’s health care provider.

Employees may use sick leave in minimum increments of one half (½) hour.

Sick leave will be paid at the employee’s hourly wage. Employees who had different rates of pay in the 90 days prior to taking sick leave will be paid for sick leave at the rate of pay calculated by dividing the employee’s total wages, not including overtime pay, by the employee’s total hours worked in the full pay periods of the 90 days of employment prior to taking such sick leave.

- 9-02-02 Upon retirement from the District, an employee's unused sick leave, and Emergency Health Fund of record shall be covered as follows:
1. Up to four hundred eighty (480) hours of accrued sick leave, and Emergency Health Fund, combined, shall be paid to the employee at the rate of one hundred (100%) percent of the employee’s rate of pay at retirement. All accrued sick leave and Emergency Health Fund beyond four hundred eighty (480) hours, will be paid at fifty (50%) percent of the employee’s rate of pay at retirement
 2. There is no right to a pay out of sick leave and Emergency Health Fund if an employee resigns or is terminated.
- 9-02-03 Upon the death of an employee, all accrued sick leave and Emergency Health Fund will be paid to the employee’s estate at the rate of 100%.
- 9-02-04 Unused sick leave credits shall be accumulated from year to year to a maximum of 360 hours in a Sick Leave Fund to be used by the employee as needed for approved sick leave.

9-02-05 Sick leave credits over 360 hours shall accrue to an Emergency Health Fund. Upon the death of an employee, all sick leave of record will be paid to the estate at the rate of 100 percent.

9-02-06 Emergency Health Fund shall be reduced in the following order:

1. On the employment anniversary each year to restore sick leave fund to 360 hours automatically.
2. Emergency Health Fund Conversion.
3. Secondary Emergency Health Fund Conversion.

9-02-07 Emergency Health Fund Conversion.

The amount of unused sick leave credits granted in the preceding 12 months, as determined as of the first pay period ending prior to December 1 of each year shall be distributed as follows:

1. One-half accrued to Emergency Health Fund.
2. One-half at the officer's or employee option:
 - A. As pay at the officer's or employee's current rate.
 - B. As vacation leave.
 - C. Accrue to Emergency Health Fund.
 - D. Contribution to Deferred Compensation

9-02-08 Retirement Hospitalization

The following wording pertains to employees who retired before July 1, 2004.

- A. Cash reimbursement shall be by check at the employee's hourly rate upon retirement from the District. Upon request of the retired employee and after verification of hospitalization in an acute care hospital, skilled nursing care facility or medical rehabilitation facility, the employee shall be paid, from the hospitalization fund, a day's pay for each day confined to a hospital. A day's pay shall be an 8-hour day at the hourly rate at the time of retirement. All disbursements from the hospitalization fund must have approval from the General Manager. Retirement hospitalization is to be retained for the lifetime of the retired employee or until diminished by use.
- B. Skilled nursing care facility is a licensed medical facility with a 24-hour on-call doctor that must have a licensed vocational nurse and a registered nurse on staff.
- C. Rehabilitation facility must be doctor certified and may be a skilled nursing care facility where an individual receives inpatient medical treatment for rehabilitation from an illness or injury and is for a short duration. Prior hospitalization is not needed. A convalescent facility is not a rehabilitation facility.
- D. Retirees may also use this fund toward premium participation if applicable.

9-03 Economic Sick Leave

Shall be declared for each employee who reports absence due to illness and who fails to present medical verification when 35 percent of the work force of a department; a division; or the total District work force reports off ill.

Economic Sick Leave is not deductible from accumulated sick leave of record. Economic Sick Leave shall earn no benefits nor salary.

When determined by the General Manager that a person on Economic Sick Leave is, by failing to carry out their duties, creating a threat to the production of food, delivery of potable water, collection and treatment of sewage, or people and/or property located in a flood plain the General Manager may appoint a replacement by promotion, transfer or new hire.

The person on Economic Sick Leave shall lose their right to return to the position, and may return to employment provided they are chosen by a department head to fill an existing vacancy and that choice is approved by the General Manager.

9-04 Vacation Leave

The purpose of vacation leave is to renew, refresh, restore, revive, and stimulate the employee and increase contact with family by providing a rest from the employee's work environment.

All vacation leave shall be approved, in advance, with a minimum 3-day written notice from employee to supervisor. Should extenuating circumstances arise, the immediate supervisor may make exception to the 3-day notice.

Officers and regular employees of the District shall earn vacation leave for the first five years of continuous employment at the rate of 80 hours for each full year of service. During the second 5 years (6-10) of continuous employment, vacation leave shall be earned at the rate of 120 hours for each full year of service. After the tenth year of service, vacation leave shall accrue at the rate of 160 hours for each year of service. Employees will cease to accrue vacation leave at 600 hours for CVWDEA, 480 hours for ASSET, and 500 hours for ACVWDM. Employees reaching the maximum will cease to accrue additional vacation leave until the pay period that the total accrued vacation leave is again below the maximum. Any officer or employee who terminates employment with the District shall be paid the monetary value of any earned vacation leave. Vacation leave shall be posted to each officer's and employee's account on the officer's or employee's first anniversary date and as earned thereafter. Vacation leave may be advanced to an employee at the discretion of the General Manager. Upon termination a reduction shall be made covering the monetary value of any leave so advanced and still owing. Problems of pay, posting, earning or adjusting shall be reviewed by the Human Resources Director and concluded by memo to the finance department within 5 working days.

9-05 Vacation Schedules

When determined by the Supervisor, the department heads shall develop leave schedules to satisfy District projects and schedules.

9-06 Bereavement Leave

Bereavement Leave is paid leave which is available to an employee at the time of death or funeral of a family member of the employee's immediate family.

Bereavement leave may be used not to exceed 2 hours to attend funerals for District employees. The supervisor will have the discretion to limit the number of employees attending if it will have an impact on District business operations.

Bereavement leave shall not exceed 3 work days for the death of a member of the officer's and employee's immediate family. If additional days are required due to distance or mourning, those days will be deducted from floating holiday, vacation or sick leave in that order.

Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, mother-in-law, father-in-law, grandchild, grandparent and domestic partner.

For CVWDEA members only in the case of the death of a spouse or child or when overnight travel is required, an employee may elect to use up to 40 hours of personal sick leave in addition to the 3 days of bereavement pay.

9-07 Industrial Accident Leave (on the job illness or injury)

ACVWMD and ASSET Members: Injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California. In circumstances where absences are not compensable under the Workers' Compensation Laws of California an employee shall be entitled to use accrued sick leave. Sick leave used during the time a claim is pending a decision, will be credited back to the employee at the time the claim becomes compensable. Leave credited will be for time paid under the Workers' Compensation Laws of the State of California. In an effort to conform to later developments with workers' compensation benefits; any underpayments/overpayments regarding accrued leave, workers' compensation payments, or any other benefit will be adjusted/deducted from the employee's paycheck, regardless of fault.

CVWDEA Members: injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California.

In circumstances where absences are not compensable under the Workers' Compensation Laws of California an employee shall be entitled to use accrued sick leave.

Should an employee be entitled to time-off work under the Workers' Compensation Laws of California and incur the three (3) day waiting period under the law, the District will provide paid leave up to but not exceeding the (3) day waiting period. Any time off after the three (3) day

waiting period will be administered under the Workers' Compensation Laws of California.

An employee may be eligible for up to an additional 24 hours of leave time to attend doctor appointments incurred under the Workers' Compensation Laws of California and that are within the District's Workers' Compensation Medical Provider Network (MPN). This leave time is only available when an employee is present at District facilities and performing District work duties the day of the appointment. This time shall not be combined with vacation, sick, or any other leave benefit.

Doctor appointments as described above must be scheduled during the first hour or last hour of an employee's scheduled shift. Appointments made outside of this window will require the employee to use personal sick leave to cover the hours absent from work. If the employee is out of sick leave time, the additional time off of work will be unpaid.

In an effort to conform to later developments with workers' compensation benefits; any underpayments/overpayments regarding accrued leave, workers' compensation payments, or any other benefit will be adjusted/deducted from the employee's paycheck, regardless of fault.

9-08 Pregnancy Disability Leave

Employees disabled due to pregnancy or childbirth related conditions shall be allowed up to four months of unpaid leave. Sick leave, vacation and floating holidays may be used during maternity leave. (See also Section 9-11, Family Medical Leave Act). The District may require verification by a physician of both the disability and the employee's ability to safely return to work.

An employee may use vacation leave or floating holidays, if available, when necessary due to spouse's pregnancy.

9-09 Family and Medical Leave Act (FMLA) - California Family Rights Act (CFRA)

1. Eligible employees. Employees eligible for FMLA are those who are (1) are one of 50 employees within 75 miles of the work site (2) have been employed for at least 12 months and (3) have worked at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

An eligible employee may take unpaid leave for the following reasons:

- A. Child care. The birth or adoption of the employee's child or placement of a child for foster care with the employee. This leave must be taken within one year after the birth or adoption.
 - B. Serious health condition. The serious health condition of (a) the employee or (b) to care for a child, spouse, or parent who has a serious health condition.
2. Length of leave. An eligible employee is entitled to a maximum of 12 weeks of unpaid leave within a 12-month period without loss of seniority. The amount of leave available to an employee at any given time will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the requested leave. An employee who fails to return to work immediately following expiration of the authorized leave period is subject to termination. Leave taken for any other reason which would qualify under this provision may be counted against the employee's leave entitlement under this provision.
3. Substitution of paid leave.
- A. If the employee qualifies for and specifically requests leave under this provision for child care leave, all accrued and unused vacation or floating holiday will run concurrently with the child care leave.
 - B. During a leave related to the employee's serious health condition, all available paid sick or disability leave will run concurrently with the employee's serious health condition leave.
 - C. During such a leave related to an employee's family members serious health condition, the employee may request to concurrently use any available paid sick leave (family illness leave).
 - D. After accrued sick leave is exhausted under subsection B above, or if no sick leave is taken during a leave under subsection C above, an employee may elect to use accrued vacation leave under this provision.
4. Certification. Prior to taking a serious health condition leave, the employee must submit to the Human Resources Director written medical certification from a health care provider of the serious health condition. The District allows 15 days after the employee's request for certification to be submitted, if the leave was not

foreseeable. Failure to provide such certification upon request may result in a denial or delay of leave particularly if the District determines the leave was reasonably foreseeable. If the requested leave is for the employee's serious health condition, the District reserves the right to request that the employee receive a second opinion from another health care provider at the District's expense certifying the serious health condition of the employee. The District reserves the right to require that an employee provide the District with verification of the medical condition, if the certification expires prior to the end of the leave.

Before returning to work, an employee who is on leave of absence as a result of his or her own serious health condition must submit a health care provider's written certification that they are able to perform the essential functions of their job, with or without reasonable accommodation. Failure to provide such certification may result in the delay or denial of job restoration.

5. Intermittent or reduced leave. Serious health condition leave may be taken on an intermittent or reduced schedule basis when certified by a health care provider.

Child care leave ordinarily must be taken in at least two week intervals, except twice in any 12-month period when a leave may be taken for a shorter period of time.

6. Insurance premiums. During an employee's leave of absence, the District will continue to provide health/dental/vision insurance coverage under the same terms as if the employee were not on leave. As such, the employee will remain personally responsible for any co-payments and or premium contributions. Long term disability will be deducted from the first paycheck after the employee returns from the leave of absence. An employee who does not return, may be required to repay any insurance premiums paid by the District during the leave.
7. Job restoration. Upon return from family or medical leave in accordance with this provision, the employee will be returned to the same or an equivalent position with no loss in benefits which accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave is subject to termination. An employee taking leave under this provision shall not be given any greater rights to a job than if the leave had not been taken.

8. Employee notification. An employee who expects or anticipates taking a family or medical leave is required to notify the Human Resources Director of the date of commencement and the expected duration of the leave at least 30 days in advance of the leave, or if, the need for the leave is not foreseeable, as soon as practicable. In cases where the need for leave is foreseeable, an employee's failure to provide 30 days notice prior to taking the leave may result in denial or delay of leave. An employee requesting leave under this provision should submit a written request for leave to the Human Resource Director.

9-10 Leave of Absence

An employee upon the recommendation of their supervisor and approval of the General Manager may be granted a leave of absence without pay for a period not to exceed 90 calendar days. At the conclusion of the initial period for which granted, such leave may be extended for an additional period or periods; total absence not to exceed one year. No benefits will accrue during such leave.

No medical insurance will be paid for by the District on leave of absence or leave without pay for nonmedical and nondisciplinary reasons over 10 calendar days except as provided under Family and Medical Leave Act or California Family Rights Act. Employee may pay the cost of such medical insurance at the COBRA rate.

Such leaves shall be granted only for purposes which are in the best interest of the District.

Upon return from a leave of absence, the employee may be reinstated to a position equivalent in duties and salary to that which was held at the time that the request for leave was granted, there being a vacancy. A new anniversary date will be established.

Requirement of a reemployment physical is discretionary by the District.

- 9-10-01 Leave without pay shall be 30 days or less when an employee's vacation leave is exhausted and in cases of illness, when sick leave, also is exhausted.

Leave without pay will be requested in advance by the employee on a leave slip (Form 005). Approval in advance by the department head is required. Leave without pay shall be limited to conditions considered by the department head to be in the best interest of the District. Requirement of a reemployment physical is discretionary by the District.

9-10-02 Leave Without Pay, Service Date

Service dates shall be adjusted if the officer or employee is on leave of absence or any other nonpay status in excess of 30 consecutive calendar days so that no leave is earned during such period.

9-11 Military Leave

Military leave shall be in accordance with Federal and State law.

9-12 Retraining and Study Leave

An employee may be granted a leave of absence not to exceed one year for the purpose of undertaking study or for retraining the employee to meet changing technological conditions in the District.

Such leave of absence shall not be deemed a break in service for any purpose, nor approved when the best interest of the District has failed to be established.

9-13 Jury Leave

Each officer or regular employee called for jury duty service or when appearing in court as a subpoenaed witness, shall receive regular District compensation during the period to be served; any amount of payment received for jury duty or witness fee shall be assigned to the District. If any District employee has not cleared jury duty pay within 60 days after the end of the service, the amount owed the District will be deducted from the following pay check. A leave slip for the period of absence shall be approved by the department head. Employees shall be required to provide Human Resources with verification of service. If verification of service is not provided within 60 days after the end of service, the time will be deducted from the employee' vacation leave of record.

9-14 Minute person Leave

9-14-01 Each officer or regular employee, while on duty, when called for fire or police duties during periods of emergency caused by fire, riot or an act of God, shall be obligated first to the District's activities and protection. There being no District emergency, the person shall, while on said leave receive their regular compensation during the period so served. Hours for which payment is received by the employee from other agencies for such service, shall be deducted from District pay. A leave slip for the period of absence when accompanied by written verification of duty shall be approved by the General Manager. The absence shall not be deducted from any earned leave.

9-14-02 Each officer or employee disabled while on Minuteperson Leave or voluntary service activities shall be granted leave without pay for the duration of the disability. The accrual of District benefits shall conform to those granted during Leave of Absence. (See Section 9-12).

In the event the length of absence and the nature of the employee's duties require another employee to be hired, the return from Minuteperson Leave disability shall be at the level of responsibility and with duties designated by the General Manager. Ultimate reemployment in any classification shall be agreeable to the department head and the individual.

A reemployment physical may be required.

9-15 Disability Leave

An employee whose physical condition prohibits carrying out their assigned duties, shall be assigned disability leave for a period of up to 52 weeks, including any time eligible under Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave. Unless mandated by law, no benefits shall be earned.

Employees on disability leave shall contact their immediate supervisor weekly to report medical progress if physically able.

Medical and Term Life Insurance premiums may be paid by the District at the discretion of the General Manager. Premiums for other insurance benefits shall be the responsibility of the employee.

After 52 weeks, the employment may be terminated. Individuals may apply for employment upon recovery.

9-16 Family School Leave

Employees will be allowed up to 40 hours of unpaid leave, per year, to attend meetings at the school or licensed day care facility of dependent children through grade 12. The leave shall not exceed 8 hours in any calendar month. Employees must give reasonable notice. Employees shall use floating holiday or accrued vacation leave, unless these leaves have been exhausted.

9-17 Domestic Violence Leave

The District provides employees who are victims of domestic violence with unpaid time off from work for the following reasons:

1. To seek medical attention for injuries caused by domestic violence.
2. To obtain services from a domestic violence shelter, program or rape crises center as a result of domestic violence.

3. To obtain psychological counseling related to an experience of domestic violence.
4. To participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.
5. To obtain a temporary restraining order, restraining order or other court assistance.

Employees who are victims of domestic violence abuse must provide the District with reasonable advanced notice of the need for time off pursuant to this policy, unless advanced notice is not possible due to the circumstance. However, if an employee who is the victim of domestic violence abuse takes unscheduled time off pursuant to this policy, the employee must provide the District, within a reasonable period of time following the unscheduled time off, one of the following:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

An employee who is a victim of domestic violence may use available vacation or floating holidays to take time off pursuant to this policy.

However, the amount of time off pursuant to this policy cannot exceed the unpaid leave time available under FMLA.

The District does not discriminate or retaliate against employees who are victims of domestic violence abuse and who take time off pursuant to this policy to ensure their own health safety or welfare or that of their child/children.

9-18 Long-term Disability Insurance

Group salary continuation (long term disability) insurance coverage is required of each officer and regular employee. The monthly premium cost being at the employee's expense through payroll deduction

9-19 Life Insurance

The District will provide District employees with group term life insurance coverage of one and one-half (1½) times their annual salary with a minimum benefit of fifty thousand dollars (\$50,000) to a maximum benefit of three-hundred fifty thousand dollars (\$350,000). Once an employee reaches the age of 65, the benefit is reduced to 65% of one and one half (1 ½) times salary or \$50,000 whichever is greater. The benefit percentage continues to be reduced on a set scale until the employee reaches the age of 70. At age 70, the maximum benefit is reached at 50% of one and one half (1 ½) times salary or \$50,000 whichever is greater. The District pays the full cost of the life insurance and AD&D insurance premiums for employees, spouses/domestic partners and eligible dependents.

At the time of retirement or termination, employees will be offered the option to convert the group term life insurance policy to an individual term life insurance policy. The employee has thirty (30) days from their retirement or termination date to elect the conversion policy and pay premiums at their own expense.

Employees covered by nondiscriminatory employer-provided group life plans are taxed on the face amounts exceeding fifty thousand dollars (\$50,000) as imputed income. The taxable amount is calculated using five-year age bracketed rates stipulated in regulations and referred to as Table I Rates.

9-20 Health and Welfare Program

All employees who are employed on a full-time basis and working thirty or more (30) hours per week shall be eligible to participate in the group insurance plans provided by the District. Employees may enroll in a group insurance plan during open enrollment or if they have a qualified change in status.

The open enrollment period for the term of this contract will be during the first and second weeks in November of each year.

Employee Medical Plans

Employee medical benefits are considered an employment benefit and as such are subject to change. An employee should have no expectation of continuation and the employer reserves the right to alter the benefit for current employees subject to the negotiations process.

An employee is eligible for medical benefits after the completion of thirty (30) days of continuous employment. An employee can cover his spouse/domestic partner (DP), dependents up to age 26, or a dependent who is mentally or physically handicapped. Domestic Partners registered with the State of California will be eligible for medical, dental and vision coverage. If an employee has not enrolled in a medical plan within thirty (30) days of their hire date, the employee will be placed in the lowest cost HMO plan.

1. Group Insurance Plans

The District will continue to provide two (2) fully-insured Health Maintenance Organization (HMO) plans and one (1) fully-insured Preferred Provider Organization (PPO) plan to eligible employees, spouses/domestic partners and their dependents through the remainder of the calendar year. Medical plans do not cover services outside the United States.

The District will provide three (3) medical plan options—one (1) HMO Plan, one (1) PPO Plan and one (1) other medical plan (EPO, HMO, POS or PPO)—to all eligible employees and their dependents for the term of the current MOU.

The medical plan(s) include(s) prescription drug benefits.

2. Medical Premiums (CVWDEA Members)

The District will pay eighty percent (80%) of the total monthly premium cost for any group medical plan offered by the District for the duration of the current MOU. The employee will contribute twenty percent (20%) of the total monthly premium cost for the group medical plan he/she has elected for the calendar year.

3. Medical Premiums (ASSET Members)

The District will pay 75% of the premium cost of medical insurance premiums per employee. The remaining 25% of the premiums will be paid for by the employee through payroll deduction.

4. Medical Premiums (ACVWDM Members)

The District will pay 75% of the total insurance premiums for medical, dental, and vision insurance per employee and their dependents. The remaining 25% of the medical, dental and vision insurance premiums will be paid for by the employee on a pre-tax basis through payroll deduction.

9-22 Opt-Out of Employee Medical Plans

The District will allow each employee to opt out of the District health care program if they are covered by another health plan. Any employee who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive four-hundred fifty dollars (\$450) per month for the entire enrollment year. An employee can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the employee and spouse are both employed at the District, one of the employees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The employee does not receive a monetary amount for opting out of the medical plan. Participation in the dental and vision plans are mandatory and employees cannot opt out of these plans.

9-23 Retiree Medical Plans

Retiree medical benefits are considered a post-employment benefit and as such are subject to change, including federal and state laws, and any unforeseen and extraordinary circumstances that are not part of usual and customary business practices.

Premiums are paid on a monthly basis. At time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement.

1. For the duration the current MOU, for retirees with twenty-five (25) or more years of service, the District will pay 80% of the medical insurance premiums for retiree and eligible dependents for the duration of the current MOU. The retiree will be eligible to maintain the dependents that are on his/her plan at the time of retirement as long as the dependents remain eligible for coverage. The remaining 20% of the premiums will be paid for by the retiree on a monthly basis.

2. For Employees Hired AFTER July 1, 2011

For the duration of the current MOU, for retirees with fifteen (15) or more years of service, the District will pay 80% of the medical premiums insurance premiums for the retiree only for the duration of the current MOU. The remaining 20% of the premiums will be paid for by the retiree on a monthly basis.

3. For Employees Hired BEFORE July 1, 2011

For the duration of the current MOU, for retirees with ten (10) or more years of service, the District will pay 80% of the medical premiums insurance premiums for the retiree only. The remaining 20% of the premiums will be paid for by the retiree on a monthly basis.

Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

4. Retiree Medical Premiums

All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage may be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any District group retiree medical plan until open enrollment or if they experience a qualified change in status. Any additional costs beyond what the District had been paying at time of cancellation will be at the retiree's expense.

If a retiree marries after his/her retirement date, the spouse is not eligible for District group medical plan benefits. Retirees will be offered a chance to choose a plan when eligible for benefits during open enrollment or after a qualified change in status.

When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for the District group medical plans or prescription drug plans. At that time he/she would then enroll in a Medicare plan and, if eligible and at the discretion of the retiree, the Medical Supplemental Insurance Program.

5. Opt-Out of Retiree Medical Plans

The District will allow each retiree to opt out of the District retiree health care program if they are covered by another retiree health plan. Any retiree who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive four-hundred fifty dollars (\$450) per month for the entire enrollment year. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the retiree and spouse are both retirees of the District, one of the retirees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The retiree does not receive a monetary amount for opting out of the retiree medical plan.

9-24 Dental Plan (CVWDEA Members)

The District offers employees a self-insured PPO dental plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. The District pays 80% of the total premium cost for employee and family coverage under the dental plan. An employee cannot opt out of the dental plan. The remaining 20% of the premiums will be paid for by the employee through payroll deduction on a bi-monthly basis.

9-25 Vision Plan (CVWDEA Members)

The District offers employees a self-insured PPO vision plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. The District pays 80% of the total premium cost for employee and family coverage under the vision plan. An employee cannot opt out of the vision plan. The remaining 20% of the premiums will be paid for by the employee through payroll deduction on a bi-monthly basis.

9-26 Dental Plan (ASSET Members)

The District offers employees a PPO dental plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. An employee cannot opt out of the dental plan.

The District will pay 75% of the premium cost of dental insurance premiums per employee. The remaining 25% of the premiums will be paid for by the employee through payroll deduction.

9-27 Vision Plan (ASSET Members)

The District offers employees a PPO vision plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan.

The District will pay 75% of the premium cost of vision insurance premiums per employee. The remaining 25% of the premiums will be paid for by the employee through payroll deduction.

9-28 Dental Plan (ACVWDM Members)

The District offers employees a self-insured PPO dental plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. The premiums for the dental plan will be paid 75% by the District and 25% by the employee. An employee cannot opt out of the dental plan. Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

9-29 Vision Plan (ACVWDM Members)

The District offers employees a self-insured PPO vision plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. The premiums for the vision plan will be paid 75% by the District and 25% by the employee. An employee cannot opt out of the vision plan. Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

9-30 125 Plan

The District will offer IRS 125 plan at no cost to the employee. The 125 plan is named after the Internal Revenue Code (IRS) 125, which governs all cafeteria, plans. The plan provides each participant with an opportunity to pay for medical, dental, vision premiums on a pre-tax basis. They may also participate in the pre-tax medical and dependent care reimbursement plan. The District will provide each employee an opportunity to participate

in the plan once a year. Mid-year participation is only available to new employees or those employees who have a qualified change in status. The maximum amount that you can contribute per year is based on IRS code for cafeteria 125 plans. The plan year begins on January 1 through March 15 of the following year.

The employee can roll over a maximum of \$500 from one plan year to the next if it is unused. Any additional money left in the plan at the end of the plan year becomes the property of the District and will not be returned to the plan participant.

If any of the plans are held invalid or unenforceable by the IRS, its invalidity or unenforceability shall not affect any other provisions of the Plan and the Plan shall be construed and enforced as if such provision had not been included herein. If the entire plan is held invalid or unenforceable by the IRS, it shall not be invalidate the current MOU.

9-31 Supplemental Insurance

During the duration of the current MOU, ACVWDM and ASSET may use the District's Risk Management and Finance Department to explore supplemental medical insurance programs that could be paid for by members after age 65 which may include ACVWDM and ASSET member's continuation of group plan(s) provided by the District.

9-32 Supplemental Medical Benefit (ACVWDM only)

The supplemental medical retirement benefit is offered to the management employees over the age of 65 provided they comply with all terms and conditions set forth in Resolution 2005-266 including not less than 12 years of service, obtained the age of 65, entitled to Medicare Part A, B and D coverage and purchase such coverage. The District will agree to reimburse the employee for the cost of this benefit. The District will offer supplemental medical prescription drug coverage through an approved insurance carrier. If the policy is not available for whatever reason or the employee elects to purchase coverage from a different carrier, the reimbursement for supplemental coverage will be limited to the cost Blue Cross supplemental plan for both medical and prescription drug coverage.

9-33 Retirement

1. Effective the July 11, 2015, PERS members who are considered “Classic” members contribute eight percent (8%) on a pre-tax basis toward the eight percent (8%) CalPERS Employee Contribution Rate.
2. Employees who are considered to be “new” PERS members contribute 50% of the normal cost of the 2% @ 62 CalPERS plan on a pre-tax basis.
3. The District contracts with CalPERS for the 2.5% at 55 retirement plan for “classic” members and 2% at 62 for “new” members.
4. The District contracts with CalPERS to include the ability for employees to purchase Military Service Credit at their own expense.
5. The District contracts with CalPERS for the Pre-Retirement Option Settlement 2 Death Benefit.

9-34 Voluntary Benefits

Supplemental Life Benefits: All District Employees will have the ability to purchase additional life insurance coverage anytime during the year.

Short Term Disability: All District employees will have the ability to purchase additional short term disability insurance anytime during the year.

Long Term Care: Long Term Care coverage is available to employees and their spouse/DP at their own expense during open enrollment.

Deferred Compensation: The District provides the employees with an opportunity to participate in a 457 deferred compensation supplemental retirement plan. This benefit is in addition to the PERS retirement plan.

401(a) Plan (ACVWDM only): The District will provide a 401 (a) plan to the ACVWDM employees.

9-35 Flexible Time

Temporary adjustments in work schedules for up to 90 days may be allowed for the convenience of the employee if requested by the employee and approved by the department head and General Manager.

9-36

Safety Shoes

1. The District shall provide "steel-toed" safety shoes for employees in classifications where foot injury hazards exist.
2. Employee will pick up requisition from Claims/Safety Department and show need for replacement.
3. Employees provided safety shoes by the District may be subject to discipline for not wearing such shoes while on duty.

9-37

Educational Reimbursement

1. The maximum reimbursement for approved study courses is \$3,000 per fiscal year.
2. The maximum reimbursement for job-related, approved degree programs at the third year of college level or above is \$6,000 per fiscal year except that in no case shall the maximum educational reimbursement be greater than \$6,000 per fiscal year. Officer's and ACVWDM members will also be reimbursed for job related certificate programs.
3. A passing grade of "C" or better or "pass" designation must be received to be eligible for reimbursement.
4. Reimbursement will be for tuition, registration and books when accompanied by proper receipts and documents.
5. Courses must be approved by Human Resources prior to taking courses.
6. Reimbursement will be for the fiscal year of course completion.

9-37-01

Continuing Education (ASSET and ACVWDM only)

ASSET and ACVWDM employees will be provided with paid time to attend Continuing Education Courses (CEC) to obtain contact hours to satisfy the requirements for certifications under the following conditions:

1. The certification/license is required to satisfy the employee's current job description.
2. The certification/license requires a specific number of contact hours for renewal.

3. The employee doesn't already have the required number of Contact Hours/CEU's.
4. The employee has not attended the same CEC, program, or training event in the last 11 months.
5. The employee has completed the travel authorization request form (CVWD-140) and been approved by the General Manager.

A list of approved certificates along with CEC requirements will be maintained by the Human Resources Department. Employees wanting to attend CEC's for certification outside of the requirements of their current job description may apply for assistance under the educational reimbursement program.

9-37-02 Continuing Education (CVWDEA only)

The District will allow up to 16 hours of paid time to attend classes for Contact hours required for renewal of their current certification that is needed for their classification series. Time will not be used in overtime calculations.

9-38 License and Certifications

The District will reimburse employees for any license or certification fee that is required by the District including any renewals, excluding Class C driver's licenses.

9-39 Compensatory Time

The District policy is there is no compensatory time.

9-40 Catastrophic Leave

The Coachella Valley Water District offers a Catastrophic Leave Program to give employees a chance to support their colleagues who are facing a major health crisis, whether their own or that of a family member. The program allows employees to provide assistance in the form of donated vacation and sick leave. It was developed as part of an effort to create a caring environment recognizing that many CVWD employees have expressed a desire to assist their co-workers in this way. While the program establishes a mechanism for leave transfers, participation is entirely voluntary.

The Catastrophic Leave Program assists employees who have exhausted accrued leave time by allowing other employees to donate accrued vacation and sick leave to the eligible employee so that he/she can remain in a paid

status for a longer period of time. Catastrophic leave donation and application procedures are outlined in the Catastrophic Leave Policy.

9-41 Alternative Work Schedule

An alternative work schedule (9/80 or 3/12 schedule) can be selected by the employee as his/her regular schedule. Such schedule must be approved by the General Manager and follow the guidelines set in the Alternative Work Schedule Policy.

SECTION 10 HOLIDAYS

10-01 Holiday Leave

As far as practicable, the officers and employees of the District will not be required to serve on the following holidays:

New Year's Day, January 1st
Memorial Day, May, last Monday
Independence Day, July 4th
Labor Day, September, 1st Monday
Veteran's Day, November 11th
Thanksgiving Day, November, 4th Thursday
Friday after Thanksgiving Day
Christmas Day, December 25th

The last four hours of an officer's or an employee's regular workday on December 24th, annually is declared a holiday when it falls on Monday, Tuesday, Wednesday or Thursday.

When any of the above holidays occur on a Sunday, the following Monday shall be observed in lieu thereof and when they occur on a Saturday, the Friday preceding shall be observed in lieu thereof.

Each officer or regular employee in service prior to the legal holiday, and in a pay status on the first working day prior to, and the first working day after each legal holiday shall be paid as though they had served on the holiday; earned vacation, industrial accident or sick leave shall be considered as service for this purpose. When the last day of service, prior to termination of an employee's appointment, is a day immediately prior to the legal holiday, that employee shall not be entitled to payment for the holiday.

10-02 Floating Holidays

Officers and employees of the District shall have 40 hours of floating holiday time per year which shall be available as follows:

1. 16 hours on July 1.
2. 24 hours on January 1.

However, if an employee leaves the District for any reason other than retirement in the 90 days following the granting of the floating holidays, eight hours pay shall be deducted from the employee's final pay.

No more than 40 hours of floating holiday may be accrued. CVWDEA members may accrue up to 48 hours of floating holiday time.

New employees shall not be eligible to take floating holidays until after 90 days of service.

The increments of usage shall be the same as for vacation leave use except that any employee may use this time in case of emergencies without the three-day advance notice.

Employees may request the following days as floating holidays:

Martin Luther King Day
Lincoln's Birthday
President's Day
Washington's Birthday
Employee's Birthday

These days, if requested, will be granted providing it would not create a problem for the District in the opinion of the General Manager. Any denial of a written request for a floating holiday off, submitted at least 10 calendar days in advance, shall be in writing.

10-03 Supervisor Leave (ASSET only)

ASSET Employees shall be granted two days of Supervisor Leave each July 1 to be used on an annual basis. This leave will not be accrued from one year to the next and any remaining leave at the end of the pay period before the next year's is granted will be lost. This leave will not be paid out upon termination or retirement.

10-04 Executive Leave (ACVWDM only)

ACVWDM employees shall be granted five days of executive leave each July 1 to be used on an annual basis. This leave will not be accrued from one year to the next and any remaining leave at the end of the pay period before the next years is granted, will be lost. This leave will not be paid out upon termination or retirement.

SECTION 11 SUBSTANCE ABUSE POLICY

11-01 Regulations Governing Substance Abuse

11-01-01 Purposes

The District recognizes that in order to maintain a safe, effective and productive work environment, it is necessary to identify job applicants and employees who are currently using alcohol, marijuana, cocaine and other drugs that might interfere with job performance.

The purposes of this policy are as follows:

1. To establish and maintain a safe, healthy working environment for all employees.
2. To reduce the incidence of accidental injury to person or property.
3. To reduce absenteeism, tardiness and indifference to job performance.
4. To provide assistance toward rehabilitation for any employee who seeks the District's help in overcoming any addiction to, or problem with, alcohol and other drugs.

This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to the use of alcohol or other drugs or to job performance. (See Section 7-1).

11-01-02 Definitions

Drugs. Any chemical substance which produces physical, mental, emotional or behavioral changes in the user. For purposes of this policy, the word "drugs" includes but is not limited to: Alcohol, Marijuana, Cocaine, Heroin, PCP, Methedrine, LSD, all prescription medications, sedatives and narcotics.

Alcohol. Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in beer, wine and distilled liquor.

Illegal Drugs. "Drugs" as defined above, the possession or use of which is unlawful pursuant to the laws of the State of California or any Federal law or regulation.

Intoxicating Substance. Any substance which produces changes in the physical, mental, emotional state or behavior, for example, glue and paint thinner, in addition to alcohol and other drugs.

11-01-03 Preemployment Testing

The District will begin testing job applicants as part of the preemployment medical examination in order to identify those applicants whose current use of drugs could interfere with their prospective job performance.

Procedure.

1. All applications for employment will contain a statement to prospective applicants advising them that the selection procedure includes taking and passing a preemployment medical examination, which includes testing for the presence of drugs or other intoxicating substances.
2. Applicants who are referred for a preemployment examination will be required to sign consent forms authorizing the substance screening and the release of the test results to the authorized District.
3. Any applicant who refuses to sign the consent form(s) or to submit to testing will not be considered for employment.
4. Test results are confidential and will not be released except to appropriate District personnel, the applicant upon written request, or pursuant to court order.
5. Testing will be conducted by a clinical laboratory licensed by the State Department of Health Services or a public health laboratory certified by the State.
6. Testing will be one of the following forms:
 - A. Urinalysis.
 - B. Breathalyzer.
 - C. Blood test.
7. Applicant's whose test results are negative for drugs will be deemed to have passed that portion of their medical examination.
8. Test analysis that results in a positive indication of the presence of drugs will automatically require reanalysis of the original sample by an alternative method.
9. If the reanalysis reflects a negative indication, the applicant will be deemed to have passed this portion of the medical examination.
10. Where the reanalysis results in a second indication of the presence of an intoxicating substance, the applicant will not be considered for employment but may reapply after a period of one year has expired.

11. Applicants who are taking medication prescribed by a physician will have so indicated on the examination form and any positive indications related to the presence of that medication will not prohibit employment, if the applicant's physical condition would not otherwise prevent employment.

11-01-04 Employee Substance Abuse Testing

1. Policy

- A. The District recognizes that substance abuse is a national problem and that substance abuse can result in injury, physical and monetary loss, death and human suffering. In response to this problem, the District hereby adopts a policy to help identify employees whose use of alcohol, drugs and other intoxicating substances affects their performance in the work setting.
- B. It is the District's intention to not only identify employees with substance abuse problems, but also to offer assistance to those employees who are willing to accept help with their problems.
- C. This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to violations of District policy with regard to the use of drugs or alcohol or to job performance.

2. Procedure. The District will give each new employee a copy of this policy, receipt of which will be acknowledged by signature of each employee, to be kept in the employee's personnel file.

3. When Testing Will Occur

- A. An employee will be required to submit to a test for the detection of drugs or other intoxicating substances in the following situations:
 - 1) When the employee reports to work and is apparently intoxicated or under the influence of an intoxicating substance for example, staggers, smells of alcohol, exhibits thick or slurred speech or is incoherent.
 - 2) Drinks alcoholic beverages or uses drugs while on the job.
 - 3) When any of the following incidents occur:
 - (a) An employee is involved in an accident while using a company vehicle.
 - (b) An employee is involved in an accident which causes injury to persons or property.

- (c) An employee exhibits dangerous or bizarre behavior.
 - (d) An employee is required to submit for testing under the provisions of the Department of Transportation Commercial Driver's License Program.
 - (e) If it is clearly determined at the time of the accident, the employee was not at fault, the testing may be waived only with prior approval from the Human Resources Director of their designee.
4. Investigation. When any of the above incidents triggers the possibility of requiring the employee to submit to a test, the Human Resources Director should, if at all possible:
- A. Make personal contact with the employee to determine if there are factors present that would indicate that the employee may be under the influence of, or may have used a drug or intoxicating substance.
 - B. Collect and record all facts pertinent to the reasons for suspecting substance use.
 - C. If it appears that the employee may be involved in such use of drugs or intoxicating substances, refer to the appropriate party, or, if the employee is injured and being treated for the injury, arrange for a test at the treating facility.
5. Results of Test
- A. If test results are negative, the employee will continue in service.

- B. Test analysis that results in a positive indication of the presence of drugs will automatically require a reanalysis of the original sample by an alternative method. If the test is positive after reanalysis, the employee will either:
 - 1) Be disciplined pursuant to disciplinary procedures set forth in existing District policy, and/or
 - 2) Be placed on medical leave of absence until found to be medically fit to return to work.
6. Voluntary Assistance. Alcoholism and drug addiction are treatable illnesses and the District encourages employees to seek professional assistance with substance abuse problems.

In line with this policy, the District hereby adopts the following procedure for those employees who voluntarily seek competent medical assistance:

- A. Any employee who requests time off work to enter into a certified substance abuse treatment program such as a hospital or state licensed treatment center, will be given a medical leave of absence for a period of up to 30 days.
- B. Cost of the treatment is the employee's responsibility in conjunction with his/her medical insurance.
- C. An employee will not receive any pay or salary while on medical leave except for accrued sick leave benefits or other disability benefits to which he/she is individually entitled.
- D. An employee on medical leave may return to work upon furnishing a physician's statement which reflects that the employee is medically fit to return to work.
- E. The personnel records of an employee who voluntarily seeks assistance shall not reflect the reason that a medical leave was granted nor shall there be any indication in the personnel file as to any diagnosis, the nature of the problem nor the place or type of treatment sought.
- F. Any information received by the District in regard to an employee who is requesting a leave for this purpose will be kept strictly confidential.
- G. The fact that a District employee has been on leave for treatment of a substance abuse problem shall not affect consideration for future advancement.

H. An employee may request up to two separate periods of medical leave for substance abuse treatment while employed by the District. After a second leave is granted, the District may refuse to grant additional leave depending upon the medical circumstances of each case.

7. Employee Assistance. The District will make arrangements with a local provider for the services of an Employee Assistance Counselor.

The counselor will be available to management and employees to provide assistance in cases in which substance abuse is detected or suspected, or work performance indicates some type of problem that is affecting job performance. Referral to the Employee Assistance Counselor will be either mandatory or voluntary depending on the circumstances of each case.

8. Procedure For Referral To Employee Assistance Counselor

A Human Resources Director. When a supervisor has noted a decline in an employee's job performance and supervisory action has failed to effect the desired change, a Human Resources Director may refer the employee to the Employee Assistance Counselor for evaluation and recommendation.

- 1) The Employee Assistance Counselor will determine if the employee's poor job performance is due to a substance abuse or other personal problem and will recommend a course of treatment or action as appropriate.
- 2) Participation by the employee in the recommended course of treatment is voluntary.
- 3) Whether or not the employee enters or completes treatment, the District will take the usual and customary disciplinary steps pursuant to District procedure in the event that job performance does not improve.

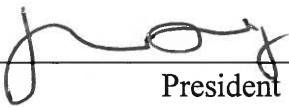
4) The District personnel records will only reflect that as part of establishing better job performance, the employee was referred to the Employee Assistance Counselor and shall not reflect any diagnosis or recommendation unless the employee consents, in writing, to the release of such information.

B. Self-referral. Any District employee may contact the Employee Assistance Counselor directly, and in strict confidence, for help with substance abuse.

- 1) The Employee Assistance Counselor will assist the employee in terms of evaluation and guidance in obtaining proper treatment.
- 2) If the employee and the Employee Assistance Counselor determine that a medical leave of absence is appropriate, the District will grant the leave upon request of either the employee or the Employee Assistance Counselor.
- 3) As noted above, no reason need be given for the leave of absence, however, the employee must be actively participating in a recognized program of rehabilitation.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, are expressly repealed.

ADOPTED this 22nd day of May, 2018.



President

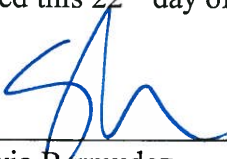
PASSED AND ADOPTED on this 22nd day of May, 2018, at a Regular Meeting of the Board of Directors of the Coachella Valley Water District, by the following roll call vote:

AYES: Powell, Nelson, Bianco, Estrada

NOES: None

ABSENT: O'Dowd

Dated this 22nd day of May, 2018



Sylvia Bermudez
Clerk of the Board

(SEAL)