

# MEMORANDUM OF UNDERSTANDING

*BETWEEN*



AND

*Water Employee Services Authority  
Employee's Association*

January 1, 2025 to December 31, 2027

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## **Article I. Introduction**

### **Section 1. Statement**

This Memorandum is entered into between the Water Employee Services Authority of Lake Elsinore, California, hereinafter referred to as the "Employer" or "Authority" and the Water Employee Services Authority Employee's Association, hereinafter referred to as the "Association".

The provisions of this Memorandum shall become effective on the first day of January 2022, unless otherwise expressly provided herein. Any provision of this Memorandum to the contrary notwithstanding, Employer shall retain all rights, obligations, decision making and policy making power reposed, granted, and required to be exercised by Employer as set forth in Article I, Section 2 of the Authority's Resolution 2007-5-Employer-Employee Organization Relations, adopted November 19, 2007, and incorporated herein by reference.

### **Section 2. Purpose of Memorandum**

It is the intent of the parties and the purpose of this Memorandum to preserve and continue the harmonious relations existing between the parties; to insure peaceful adjustment and settlement of grievances, claims, disputes, and differences which may arise between the Employer and its employees represented by the Association; to prevent interruptions of work; and to establish wages, fringe benefits, hours and working conditions which shall prevail during the term hereof for the employees covered by this Memorandum.

### **Section 3. Scope of Memorandum**

This Memorandum shall apply to and cover all employees of the Employer, in the classifications which currently exist, or may from time to time be established and which are appropriately subject to this agreement under the terms of Resolution 2007-5 adopted by the Authority on November 19, 2007. Employer has heretofore recognized the Association as the exclusive representative of all employees covered hereby for the purpose of meeting and conferring in good faith with respect to wages, fringe benefits, hours and working conditions.

### **Section 4. Anti-Discrimination**

It is the policy of both the Employer and the Association not to discriminate against any applicant or employee because of race, religious creed, color, age, sex (including breast feeding and related medical conditions), gender identity and expression, pregnancy, national origin, citizenship status, uniform service member and veteran status, physical

disability, mental disability, protected medical condition, marital status, sexual orientation, ancestry, genetic information, any other protected status in accordance with all applicable federal, state and local laws, or membership in the Association.

**Section 5. Exclusive Representative Security**

Employees covered by this Memorandum have the right to become members and remain members in good standing throughout the term of this Memorandum. Employees shall have the right to refuse to become members of this Association. The Association shall have the right to refuse to represent employees who are not members of the Association. Employees who represent themselves shall not receive favorable conditions by the Employer to discriminate against employees who are Association members. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Employer or the Association because of their exercise of these rights. New employees represented by this Association will be provided paperwork for the purpose of authorizing payroll deductions. Any employee who is a member of the Association may withdraw from the Association at any time upon written notice.

**Section 6. Employee Representative**

The Employee Representatives shall be working employees appointed by the Association, who shall, in addition to their work as employees, be permitted to perform, during working hours, such of their Association duties as cannot be performed at other times. Duties which can be performed at other times, Employee Representative Committee meetings and general Association meetings will occur during non-working hours unless specific permission has been obtained from the Employee Relations Officer. The Authority agrees that, generally, the Authority is willing to permit the Association to hold one general meeting per quarter that utilizes no more than thirty minutes of paid time so long as it does not negatively impact the Authority's ability to accomplish its goals.

The Association agrees that, regardless of how many officers the Association may have, there shall be no more than three (3) elected employee representatives (or an elected alternate if necessary) designated to receive information or five (5) to negotiate with management. The Association agrees that such duties shall be performed as expeditiously as possible so as not to interfere with productivity. The Association shall notify the Employer in writing of the appointment of the employee representative(s) or change of employee representative(s). The Employer will notify the Association, in writing, of Employer's intention to discharge any one of these three employee representatives ten (10) working days prior to the effective date of the intended discharge.

Any of the three employee representatives and/or anyone retained by the Association is to receive grievances or disputes from employees and shall immediately report them to the Director of Human Resources subsequent to completion of a Grievance Initiation Form, (See Section 46, Grievance Procedure). The Employer agrees and understands that the

employee representatives are representatives of the employees on the job. The sole grant of authority to the employee representatives by the Association is set forth in this Section. The representatives have no other authority, expressed or implied, granted by the Association.

Employees wishing to speak with a representative during working hours (excluding established break periods) will notify their immediate supervisor and, work schedule permitting, a meeting with the representative will be coordinated with the representative's supervisor. All other meetings not accommodated by this procedure will take place on the employee's own time.

## **Article II. Employment Defined**

### **Section 7. Work Periods**

#### **A.) Work Week.**

A workweek is any seven consecutive 24-hour period, starting on the same calendar day, and at the same time of day, each week. Employees shall be assigned to a specific workweek schedule which will define the starting day of the week and time of day for the workweek and a related time sheet work period code for recording purposes. The normal work period for each full-time regular non-exempt employee shall consist, for all computing purposes, of a basic forty (40) hour workweek with part-time positions being prorated as fractions thereof. Work shall be reported in increments of not less than one-quarter hour.

#### **B.) Regular Shift Work Week.**

WESA employees work a 9/80 work schedule, which, for the purposes of defining a work week, is defined as beginning exactly four (4) hours into the eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off. Eight (8) of the employee's shifts are nine (9) hours and one (1) shift is eight (8) hours. The employees work a total of nine (9) days and 80 hours every two (2) workweeks.

The General Manager, or his designee, may approve an alternative work schedule when requested by an employee, as defined in the Authority's Flexible Work Schedule Policy. As such, the following alternative work schedules are designed as follows:

A 5/40 alternative work schedule shall consist of five eight (8) hour days equaling forty (40) hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 pm the following Friday.

A 4/10 alternative work schedule shall consist of four ten (10) hour days equaling forty (40) hours per workweek and is defined as beginning at 12:00 am on Saturday and ending at 11:59 pm the following Friday.



When required by the General Manager, WESA employees will be assigned either a 5/40, 9/80, or 4/10 work schedule. If the Association wishes to meet and confer over the impact and implementation of any change in the work period, it is to provide the Authority with a two-week notification.

C.) Continuous Shift Work Week.

Continuous shift operations are those that require at least one shift per day, each and every day including Saturdays, Sundays, and holidays, to perform the regularly scheduled job duties in order that the Employer meet its obligations. For classifications assigned to continuous shift operations, the Employer will schedule consecutive workdays, with regular days off scheduled consecutively. Continuous shift employees shall be paid time and one-half for all hours worked plus their regular holiday pay when required to work on an Authority holiday as specified in Section 30 (A).

Schedules of employees assigned a continuous shift work week will not be modified when a holiday falls on a day the employee is regularly scheduled to work. However, employees scheduled to work on a holiday may trade assigned holiday schedules with other employees if the following requirements have been met.

- (1) Managers must agree that the employee accepting holiday work meets all Authority requirements.
- (2) Requests must be made and agreed to by management in advance.

Permission to trade holiday assignments shall not be unreasonably denied. However, if qualified individuals are not available for shift trade the assigned employee will be compelled to work his/her assigned shift.

Authority reserves the right to schedule employee's work on authorized holidays at the Authority's discretion. Holiday work schedules will be set by pre-determined staffing level requirements within each department. Notification of scheduling will be done pursuant to MOU Section 7, Article H.

D.) Workday.

Under California law, a workday is calculated using a regular 24-hour clock (i.e., 12:00 am – 11:59 pm), unless defined otherwise by the Employer.

For employees covered by this Memorandum, the workday is defined as beginning at the start of the employee's shift and concludes at the completion of said shift.

E.) Flex Day.

Classifications regularly assigned a combined schedule of nine (9) hour and eight (8) hour shifts during each two (2) week pay period (commonly referred to as a 9/80 schedule) will be scheduled for two days off during one calendar week and three days off during alternating calendar weeks. This additional day off shall be referred to hereafter as a flex day.

F.) Special Shift Work Week.

The General Manager is authorized to establish a longer or different work period, subject to overtime provisions in accordance with the forty (40) hour rule, for the performance of specified functions or applicable to a particular employee or group of employees (for a period not to exceed six (6) months).

G.) Shift Differential Pay.

Employees who are scheduled to work a regular full shift (8 or 9 hours) on a Saturday or Sunday shall receive a \$25.00 per day weekend differential in addition to their regular pay. The employee must actually work on their regularly scheduled weekend day to be eligible for shift differential pay. This sum is included in the regular rate when calculating overtime pay.

H.) Change in Work Schedule.

An employee reporting for work at the regular starting time as defined by their work schedule, when they have not been notified not to report, and for whom no work is provided, shall be guaranteed a minimum of two (2) hours reporting pay and, at the Employer's discretion, may be required to remain at the workplace. If time worked exceeds two (2) hours, actual time worked will be paid in accordance with the forty (40) hour rule.

I.) Work Hours.

Employees work hours shall be established by Authority management and are subject to change based upon the needs of the Authority and upon a minimum of two (2) weeks notification to employees.

J.) Meal and Rest Periods.

Unless otherwise assigned, a thirty (30) minute unpaid meal period on the employee's time shall be scheduled at a time not more than six (6) hours after the start of the shift. When an employee is required by their supervisor to work more than six (6) consecutive hours without a meal period, the employee shall be paid for their normally assigned meal period in addition to hours worked. When an employee is required to continue working more than three (3) hours in excess of their normal shift, they shall be paid for their normally assigned meal period. It is the employees' responsibility to record paid meal periods on their time sheets. A paid rest period of no more than fifteen (15) minutes shall be permitted for every four (4) hours of work (or major portion thereof). The rest period shall be as near the middle of that time as is practical. Any employee having a meal period interrupted or shortened at the direction of management or supervision shall be credited as paid work time for the time lost during the 1/2-hour meal period. This includes meal periods shortened at the beginning of the meal period or anytime during the meal period. Neither meal periods nor rest periods can be used to arrive late to the beginning of a shift or leave a shift early, and rest periods cannot be used to extend a lunch.

K.) Preparation and Clean Up Time.

All field employees shall be provided 1/2 hour of paid time at the end of their shift to clean up and shower if necessary, including changing out of work clothes and shoes, and this is ample time to complete these tasks. Supervisor's prior approval will be required, however routine approval not confined to per incident consent is acceptable and in general, requests shall not be unreasonably denied.

**Section 8. Payment of Wages**

A.) Pay Period.

Two successive work weeks constitute a pay period.

B.) Payday and Paycheck Distribution.

All work week wages and any other compensation will only be paid on a biweekly basis. Employees shall be paid at the Authority Office, Lake Elsinore, California, or such location as the Authority designates, before the conclusion of the employees' regular shift on the Wednesday following the end of the pay period. Employees selecting a direct deposit payroll option shall have their deposit available for withdrawals no later than Thursday following the end of the pay period, or Friday following holiday observance. Employees must be paid in full for all work performed during the last pay period.

**Section 9. Anniversary Date**

The anniversary date for all Authority employees shall be defined as the employee's date of hire as annually observed.

**Section 10. Probationary Period**

A.) New Hire.

All new hires shall be subject to a twelve (12) month probationary period. Such probationary periods may be extended for an additional three (3) months at the discretion of the General Manager. Any extension must be supported by a written statement indicating the reasons for the extension. All probationary employees shall receive an evaluation at six (6) months. The six (6) month performance evaluation shall not include consideration for a merit salary increase. A new hire shall be eligible for a merit salary increase at the anniversary date or completion of the new hire probationary period. New hires may use vacation accumulation with supervisor approval after six (6) months of employment. The probationary period shall likewise be extended for any leave of absence period protected by state or federal regulations. During the probationary period employees serve at the will and pleasure of the General Manager and may be released without right of appeal, grievance, or hearing.

B.) Promotions.

Any employee promoted to a higher classification shall be considered to be on a probationary basis in the new classification for a period of three (3) months. At the discretion of the General Manager, prior time spent performing the duties related to the higher classification may be credited towards the three (3) month probationary period. In the event that the employee or employer is unsatisfied with the job performance in this higher classification during the first thirty (30) days of the probationary period, the employee shall be returned by the employer to his/her former classification and pay rate without loss of seniority and other benefits.

**Section 11. Performance Evaluations**

Newly hired employees shall be given performance evaluations following the completion of their probationary period, upon completion of their first year and then annually thereafter, within a reasonable time of the employee's anniversary date. For information regarding performance evaluations, please see your employee handbook or contact Human Resources.

**Section 12. Employee Classification**

A.) Assigned Classifications.

Each employee shall be assigned a classification. This classification is defined by the related job duties and responsibilities as determined by the Authority. Each classification shall be assigned to a pay range (see Article III, Section 21 (A), Pay Type).

B.) Performing Duties of a Higher Classification.

Employees who are assigned in writing by the department manager to work five (5) consecutive days of regular work shifts or longer in a higher classification, which is vacant, shall be compensated at step one (1) of the higher classification but no less than 5% more than their wage in their regularly assigned classification.

**Section 13. Seniority**

A.) Months of Active Service.

Seniority shall be defined as the number of months of active service.

1.) Employee service will be determined to be active while the employee is being compensated on a daily basis in one of the following ways:

- a. For hours actually worked.
- b. For accrued benefits to include accrued vacation, accrued sick leave and accrued compensatory time.

B.) Calculation of Number of Months of Active Service.

The number of months of active service shall be computed by determining the number of months from the employee's date of hire less all leaves of absence during which the employee receives no pay from the Authority. Leaves of absence in excess of sixteen (16)

consecutive calendar days shall be considered a minimum of one full month. Leaves of absence of sixteen (16) consecutive calendar days or less shall not affect active service. If there is a break in service (i.e., termination), seniority shall be calculated based on the employee's most recent date of hire and will exclude prior service. The Employer shall account for the number of inactive months of service. Pregnancy disability leave is not considered a break in service.

C.) Promotion.

Internal promotional opportunities shall be posted for two weeks. Ability, experience, and overall performance history shall be the factors in awarding jobs on a promotional basis, based on the evaluation of the interview panel. If the experience, abilities, and overall performance history of employees eligible for promotion are substantially the same, seniority shall be the deciding factor. If these factors are substantially the same for internal and external candidates, internal candidates will be given preference.

The Authority will send e-mail notification to unit employees informing them of all job openings with the Authority in ample time to allow interested employees to apply for said openings.

The Authority shall give special consideration to in-house employees when filling open positions as stated in the WESA Administrative Code, Section 801. This will be accomplished by using closed promotional procedures when there are sufficient qualified in-house candidates for a selection process, and by including test/interview questions that will recognize the experience of in-house candidates.

D.) Termination of Employment.

When an employee quits or is discharged for cause, the employee shall be paid for all seniority-based accruals. If the employee returns to Authority employment, he/she will not be credited with any previous seniority. If it is found that an employee has been unjustly discharged, they shall retain their seniority and accruals shall be repaid.

**Section 14. Layoff or Reduction in Force**

A.) Layoff Procedures.

Notwithstanding any other provision of this Memorandum, nothing provided herein shall prohibit the Employer from discharging, suspending, or transferring an employee upon a determination by the Employer that the needs of the Employer do not require continuance of the employee's position. Ten (10) working days before the effective day of any layoff, the General Manager shall notify the employee and the recognized employee organization, if any, of the intended action and reasons, therefore. When the Employer determines that a layoff is warranted, the following procedure will be followed:

- 1.) Before a layoff is implemented, the Employer will evaluate alternatives by which it may attempt to avoid layoffs. The Employer retains full authority to determine what measures are most appropriate under the circumstances.

- 2.) If layoffs are determined to be necessary, employees shall be selected for layoff carefully to ensure fairness. All personnel policies, including the policy prohibiting discrimination, shall be followed. When selecting employees for layoff in a classification, department, work group, or job classification, the Director of Human Resources, in coordination with Department Managers, shall choose employees based on a combination of factors, including (but not limited to) qualifications, productivity and general performance, job functions, job skills, overall staffing needs of any particular department and department efficiency. In cases where all other factors are deemed equal, employees with greater seniority shall be retained.
- 3.) Layoffs shall be administered by department within targeted classification(s) in the following order:
  - a. Temporary employees.
  - b. Probationary employees.
  - c. Part-time employees.
  - d. Regular full-time employees.

**B.) No Circumvention of Discipline.**

Layoff or Reduction in Force will not be utilized to circumvent disciplinary appeals procedures.

**Section 15. Personal Leave of Absence**

**A.) Personal Leave.**

Upon written agreement between the General Manager and an employee a personal leave of absence, without pay, may be granted but shall not exceed ninety (90) consecutive calendar days. Such personal leave is a privilege, not a right. An employee's overall performance, attendance record and length of employment will weigh heavily in the General Manager's decision. Personal leaves of absence do not include leaves under FMLA, CFRA, PDL, Workers' Compensation or any other leave protected under state or federal regulations.

**B.) Leave Usage While on Leave.**

Family care and medical leave under FMLA and CFRA may be paid or unpaid leave. However, if you request leave to care for a family member or baby bonding under FMLA/CFRA and you have earned or unpaid vacation, holiday comp, floating holiday, compensatory time off or any other paid leave except sick leave in excess of the forty-eight (48) hours provided for family sick leave, your paid leave will be substituted for all or part of any otherwise paid leave. In other words, you will be required to exhaust all accrued leaves except sick leave in excess of forty-eight (48) hours. The exhaustion of accrued leave runs concurrently with FMLA/CFRA leave.

If you request leave for your own serious health condition, you will be required to exhaust all accrued leaves, including sick leave, and you may be eligible for State Disability payments. Forms for applying for State Disability benefits are available from the Human Resources Department.

Please note that when the family care and medical leave is also Pregnancy Disability Leave, employees are not required to use accrued vacation time. Additionally, if an employee receives paid disability payments (such as state disability insurance, workers' compensation, or other disability payments) or paid family leave benefits while on FMLA or CFRA leave, the employee is not required to use accrued sick leave benefits or vacation while on leave. Please see Human Resources for further guidance.

C.) **Health Insurance.**

Employees taking Personal Leave shall not be eligible for employer-paid health insurance premiums. The employee must make arrangements prior to the leave of absence to pay his/her medical insurance for the period not covered by the employer. All health insurance premium payments must be paid to the Finance Department prior to the twentieth day of the month preceding the month of coverage. An employee who fails to make timely payment of such premiums shall be removed from the Authority's health insurance and notified of the right to continued coverage under COBRA provisions.

D.) **Accrual of Benefits While on Leave.**

An authorized Personal Leave shall not result in the forfeiture of seniority, sick leave or vacation accrued prior to the beginning of the leave of absence. Seniority, sick leave, and vacation shall not accrue during any period of Personal Leave.

For information regarding FMLA, please see your employee handbook or refer to Federal Regulations found in the Department of Labor Public Law 103-3.

For information regarding pregnancy leave, please see your employee handbook or contact Human Resources.

**Section 16. Military Leave**

Employees who are members of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia are entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from that duty. Temporary military leave of absence does not include weekend military drills unless the employee's regularly scheduled work week would coincide with days missed to participate in weekend military drills.

Employees who are members of these military units are entitled to an active military leave of absence when ordered to active duty for more than one hundred eighty (180) calendar days.

Employees on temporary or active military leave of absence as described above, and who have more than one year's service with the Authority, shall receive his or her regular base wages for the first thirty (30) calendar days of any such absence. Pay for such temporary military leave may not exceed thirty (30) days in any one calendar year. The Authority will not deduct the amount of pay provided by the military from the employee's regular base wage payments during this thirty (30) day period of time. If the leave exceeds thirty (30) days, the Authority will pay employees the difference between their regular gross wages (excluding overtime) and the amount of pay provided by the military for five (5) additional months for non-voluntary leaves and two (2) additional months for voluntary leaves.

During any time that employees are receiving pay from the Authority under any of the provisions outlined in the previous paragraph, health insurance benefits will continue to be provided to the employee and the employee's dependents on the same basis as that which existed immediately prior to the leave.

Employees engaged in military duty will be provided all benefits required by applicable state or federal law.

#### **Section 17. Workers Compensation Leave of Absence**

Employees who require a leave of absence due to a work-related injury or illness must submit written verification of illness/injury from the treating physician within three (3) days after the initial notification to the supervisor and in accordance with State law. Subsequent notifications should be provided to the employee's immediate supervisor upon request. If a Workers Compensation Leave of Absence also qualifies as Family Medical Leave, the leaves will run concurrently. Prior to returning to work employees will be required to provide a doctor's release authorizing a return to work and indicating any applicable restrictions.

Employees who are receiving workers' compensation benefits for time missed from work, but who do not qualify for Family Medical Leave, may elect to utilize accrued sick leave to make up the difference between the benefit and the employee's regular base wage. If accrued sick leave is exhausted employees may utilize accrued vacation benefits for the same purpose if they have completed their probationary period.

If Family Medical Leave is running concurrently with a Workers Compensation Leave of Absence, please refer to Section 32(F) for information relative to utilizing accrued benefits to supplement workers' compensation benefits.



**Section 18. Non-Work-Related Disability Leave of Absence**

Employees disabled due to a non-work-related injury or illness who need time off from work must inform the immediate supervisor on the day of the need for time off of work or as soon as practical consistent with the California Paid Sick Leave Law. If the Disability Leave of Absence also qualifies as Family Medical Leave, the leaves will run concurrently.

Employees who are receiving State Disability Insurance benefits for time missed from work, but who do not qualify for Family Medical Leave, may elect to utilize accrued sick leave to make up the difference between the benefit and the employee's regular base wage. If accrued sick leave is exhausted employees may utilize accrued vacation benefits for the same purpose if they have completed their probationary period.

If Family Medical Leave is running concurrently with a Disability Leave of Absence, please refer to Section 32 (F) for information relative to utilizing accrued benefits to supplement workers' compensation benefits.

**Section 19. Absence and Tardiness**

Any time an employee is not at their workstation ready to work at the beginning of the workday, they are considered to be either absent or tardy. If it is necessary for an employee to be absent/tardy from work for any reason, notification should occur as soon as possible, but in no case later than one quarter (1/4) of an hour after the employees scheduled starting time. Employees must personally (usually via telephone or cell phone) report their inability to report for work to their immediate supervisor. The use of the Employer's voicemail or electronic mail systems to communicate is permitted only to leave a message stating whether the employee will be absent or tardy, along with a telephone number at which the employee can be reached for further information. Unless otherwise arranged with their supervisor, an employee's failure to report their inability to report to work to the Employer on a daily basis will be considered an unauthorized absence.

This section does not apply to employees using accrued Paid Sick Leave in accordance with California law.

**Section 20. Unauthorized Absence**

When an employee has an unauthorized absence and/or continuing tardiness, they shall be subject to disciplinary action up to and including dismissal. If an employee fails to notify the Employer of an absence for three (3) or more consecutive days, their position with the Employer shall be determined to be abandoned and termination proceedings may be initiated by the Employer, unless the absence is because the employee is using accrued Paid Sick Leave in accordance with California law.

## **Article III. Salary Specifics**

### **Section 21. Compensation Factors**

#### A.) Pay Type.

Each employee shall be considered non-exempt and shall be compensated based on a predetermined hourly rate.

#### B.) Pay Schedule.

Each position shall be assigned to a range and step category as follows:

- 1.) Range. A pay range shall be assigned for each job classification within the Authority.
- 2.) Step. Each range will have a series of steps to provide for pay increases.

#### C.) Cost-of-Living Adjustments.

Cost-of-living adjustments shall modify the Range and Step scale. A cost-of-living adjustment based on the CPI-U (All Urban Consumers) for the Riverside Area for the year ending September 2021 Index, with a minimum of 2% and a maximum of 4.5% will be applied to all classifications represented by this Memorandum of Understanding effective the first full pay period after MOU ratification.

Thereafter, the first full pay period after January 1 of each year during the term of this Memorandum of Understanding, all classifications represented by this Memorandum of Understanding shall receive a cost-of-living adjustment using the same methodology and criteria set forth above. Each cost-of-living adjustment shall be for a minimum of 2% and a maximum of 4.5%.

#### D.) "Y" Rated.

The General Manager is authorized to provide for payment at a "Y" rate to any employee who is reclassified into a position where the appropriate range and step are lower than the employee's existing rate. The General Manager may maintain the employee at the "Y" rate until such time as the General Manager deems the "Y" rate to be no longer justified. As used herein, "Y" rate means a current pay rate higher than the rate justified to the employee's classification.

### **Section 22. Pay Rate Adjustments**

#### A.) Merit Increases.

A merit increase may be given, based on performance, upon the completion of a performance evaluation and at the recommendation of the employee's immediate supervisor or department manager, subject to approval of the General Manager. Performance evaluations may be given at any time and may or may not be accompanied by a salary adjustment. Effective January 1, 2022 merit increases are determined based on performance of job duties within the classification as follows:

- If the overall performance rating is determined to be satisfactory/competent (3.00-3.49), a merit increase of 2.5% will be recommended by the employee's supervisor or department head.
- If the overall performance rating is determined to exceed satisfactory standards (3.50-3.99), a merit increase of 5% will be recommended by the employee's supervisor or department head.
- If the overall performance rating is determined to be exceptional (4.00-4.49), a merit increase of 5%, plus a one-time lump sum payment of 2.5% of the employee's annual compensation will be recommended by the employee's supervisor or department head.
- If the overall performance rating is determined to be superior/role model (4.50-5.00), a merit increase of 5%, plus a one-time lump sum payment of 3% of the employee's annual compensation will be recommended by the employee's supervisor or department head.

The immediate supervisor or department head will counsel the employee regarding deficiencies in performance. This counseling and coaching is designed to encourage performance which meets satisfactory standards.

Merit increases will not be given to an employee who has attained the highest step within their classification range.

**B.) Top Step Incentive.**

Effective January 1, 2022 an employee who has attained the highest step within their classification range, if the overall performance rating is determined to exceed satisfactory standards (or higher), a one-time merit bonus of 2.5% of their current annual salary will be paid to the employee, subject to approval of the General Manager.

**C.) Errors and Adjustments.**

- 1.) Should an employee be underpaid by the employer for any reason, such error shall be corrected immediately following its discovery and paid on the following pay period.
- 2.) Should an employee be overpaid by the employer for any reason, reimbursement to the Employer by the employee for said error shall be made by an agreed upon payroll deduction schedule not to exceed twelve (12) months. Should the employee terminate before full reimbursement to the Employer has been made, arrangements shall be made to repay the Employer by deduction from final compensation or by direct payment. All arrangements for reimbursement of an overpayment shall be in writing and signed by the employee. These procedures shall apply to any other type of pay or benefit error or irregularity.

D.) Paycheck Review.

On a biweekly basis, each employee shall review their paycheck and related benefit information to determine if they were paid correctly. If the employee believes an error or irregularity has occurred, the employee must call it to the attention of the Human Resources Department prior to the end of the next payroll period.

**Section 23. Overtime Premiums**

A.) Overtime Definitions.

All work authorized in excess of forty (40) hours per workweek, as defined in Section 7 shall be overtime work. Approved overtime will be paid as follows:

- Hours worked in excess of twelve (12) hours in a workday will be paid at two (2) times the employee's regular rate of pay (double time rate).
- Hours worked in excess of eight (8) hours on the employee's seventh (7<sup>th</sup>) consecutive workday in a workweek will be paid at two (2) times the employee's regular rate of pay (double time rate).
- Hours worked in excess of forty (40) hours in a workweek, not including hours paid at the employee's double time rate, will be paid at one and one-half (1 ½) times the employee's regular rate of pay (overtime rate).
- Holiday Pay and 16/20 Off-work hours will count as hours worked for the calculation of overtime.

B.) Notification for Overtime.

When an employee is required to work past their regular quitting time, they shall be notified at least two (2) hours prior to the end of their regular shift. The above shall not apply if overtime is necessary because of an emergency condition occurring after the period for giving notice or if the need for unplanned overtime arises which, in the opinion of the employee's supervisor, will require resolution prior to the beginning of the next workday. The employee shall not be subject to discipline if under an occasional extenuating circumstance, the employee refuses overtime provided for in this paragraph in non-emergency situations.

C.) Overtime Calculation.

Calculations of overtime rates shall not include pyramiding hours.

D.) Compensatory Time Off (CTO).

Employees shall have the right to receive compensatory time off (CTO) in lieu of overtime pay, on a dollar-for-dollar basis, at the employee's discretion. The Employee must notify Human Resources of this request in writing by the last Friday of the pay period in which the overtime is earned.

## **Section 24. Overtime - Safe Working Environment**

To minimize the safety concerns that may result from employees working extended work periods, the following required rest periods are established:

### **A.) Sixteen/Twenty Hour Rule.**

Any employee who works sixteen (16) hours or more, in the twenty-four (24) hour period starting with the beginning of the employee's regular work shift shall receive no less than ten (10) hours of off-work time before reporting back to work. Any employee who works twenty (20) hours or more in the twenty-four (24) hour period described above shall receive no less than twelve (12) hours of off-work time before reporting back to work. Should said off-work period overlap the employee's normal shift time, the employee will receive administrative pay for those hours during the required off-work period which overlap the employee's normal scheduled shift. If there are less than three (3) hours remaining in the employee's shift, the employee shall return at the next regular shift and will be paid applicable hours of administrative pay for the remainder of the shift not worked. Employees are responsible for personally notifying their supervisor in advance of any time off pursuant to this Section.

In the event the employee is required to work during the time that would have been included in the hours for which the employee was entitled to administrative pay under this rule, the employee shall receive both administrative pay and regular straight time pay for those hours actually worked. Any requirement for the employee to work under the provisions of this paragraph must be approved by the General Manager or the General Manager's designee.

### **B.) Unusual Overtime.**

Notwithstanding Paragraph A above, any employee who works extensive overtime which does not rise to the level described in Paragraph A, but which results in the inability to obtain sufficient rest to maintain a safe working environment, at the discretion of the General Manager, shall be relieved of duty for the balance of the day's regular shift. The employee will receive administrative pay for the balance of the shift not worked. An appeal form will be provided for both the 16/20 rule and unusual overtime for employees to submit to Human Resources if they feel either of these rules are not being followed.

### **C.) Emergency Situations.**

An emergency situation shall cause this policy to be suspended. Emergencies shall be defined by actions of the General Manager, or his designee, based on Authority concerns and/or some aspect of a safety and health related issue(s).

**Section 25. Call Back**

A.) Call Back Compensation.

In the event an employee is called back to work after they have completed their scheduled shift and left the premises, they shall be guaranteed two (2) hours of pay in accordance with the 40-hour rule. Leaving the premises is defined as no longer being physically on Authority premises.

B.) Telephone Coverage Callback.

The provisions of this section, regarding payment for hours worked, shall be applicable to employees who serve, on a voluntary basis, for telephone coverage callback, subject to their availability.

C.) Call Back Sheet.

Employees called back to work after regularly scheduled work hours must attach the call back sheet to their biweekly time sheet. When call back is worked, time must be clocked in (or recorded if time clock is not available) and the nature of the work must be noted on the time sheet. Supervisor's approval must be obtained/noted on the call-back sheet prior to attachment to the time sheet. Employees must place the hourly totals for call back hours actually worked on the time sheet with the appropriate coding, etc.

**Section 26. Standby**

A.) Standby Policy.

After an employee has been with the Authority for a period of time and becomes acquainted with Authority policy and procedures, the employee may be eligible to work on a stand-by basis. The Manager shall post a standby schedule for employees, which shall ensure the availability of employees at night and on weekends for emergency work and shall rotate employees to be fair to all. An employee so scheduled shall be available by phone, pager, or radio (provided by the Employer); shall be available twenty-four (24) hours each day and must be able to respond within a forty-five (45) minute period to the Authority's Corporate Yard during such standby time. Note: An employee on standby duty who violates provisions of this section shall be subject to disciplinary action up to and including dismissal.

Employees scheduled for standby duty may trade assigned standby schedules with other employees if the following requirements have been met.

- 1.) Managers must agree that the employee accepting standby duty meets all Authority requirements.
- 2.) Requests must be made and approved of by management in advance to ensure accuracy of standby information on file for each shift.

Permission to trade standby duty assignments shall not be unreasonably denied. However, if qualified individuals are not available for shift trade the assigned employee will be compelled to work his/her assigned schedule.

**B.) Standby Compensation.**

Employees placed on weekly standby duty shall receive a "fee" equal to two (2) hours of straight time pay for each day of standby served. Exceptions will be standby duty which occurs on the employee's regularly scheduled flex day, an Authority holiday as described in Section 30 (A), or the weekend. For continuous shift operations as described in Section 7 (C), the regularly scheduled days off will be defined as weekends. For these days the standby "fee" will equal 3.5 hours of straight time pay for each day. This standby fee will be recorded on a daily basis. Employees who exchange with another employee their standby duty will receive the standby "fee" for only those days that they were available for standby duty as recorded on the employee's time sheet. Standby fees shall not be considered hours worked for overtime or double time pay calculations or considerations.

**C.) Standby Callout.**

If called out to perform work while on standby duty, the employee will be guaranteed a minimum of two and one-half (2 ½) hours of pay at one and one-half (1 ½) times their hourly rate. Once a standby call out has been initiated, the employee shall be compensated from portal to portal (meaning from the time the employee leaves his/her location to the time said employee arrives at the work location and vice-versa) to maximum of one-half (½) hour each way. Each subsequent call within the time period of the initial two and one-half (2 ½) hours will be considered as one call out (i.e., if the first call is at 1 a.m., second call is at 2:45 a.m., and third call is at 3:25 a.m., since they are all within the initial call out's two and one-half (2 ½) hour time period they would be considered one call and the employee would receive one two and one-half (2 ½) hour minimum). Being called or paged does not constitute a call-out and is not eligible for additional compensation under this section (see Section 26 "D").

**D.) Resolution of Standby Call By Computer or Phone.**

Should a standby person receive a call that can be resolved by computer or phone, a minimum of one-half (1/2) hour, at one and one-half (1 ½) times their hourly rate, shall be reflected on the employee's time sheet, and shall be paid at one-quarter (1/4) hour increments and will be rounded to the nearest quarter (1/4) hour, after the initial one-half (1/2) hour minimum. Any such resolution that is taken between 10:00 p.m. and 5:30 a.m. shall be recorded at a minimum of one (1) hour at 1 1/2 times their hourly rate and shall be paid at one-quarter (1/4) hour increments and will be rounded to the nearest quarter (1/4) hour, after the initial one (1) hour minimum. It is the responsibility of the employee to correctly record "computer hours" or "phone hours" on their time sheet. Such calls must be directly related to a service requirement for which the employee is on standby.

**E.) Standby Sheet.**

Employees scheduled for and serving standby duty must indicate such time on their daily time sheet. When standby duty is served and/or standby hours are worked, time must be

clocked in (or recorded if time clock is not available) and the nature of the work must be noted on the sheet. Supervisor's approval must be obtained/noted on the time sheet. Employees must place the hourly totals for standby hours actually worked on their daily time sheet with the appropriate coding.

## **Section 27. Certification and Bonus Pay**

### **A.) Certification Pay.**

Employees will be eligible for a payment of \$500.00 for the successful completion of each certification earned that is optional or above the minimum job requirement after January 1, 2011. Employees must pass their probationary period and must obtain certificate while employed with WESA to be eligible for payment. Certificates must be recognized by the following agencies: CWEA, or SWRCB. If an AWWA certificate is required in an employee's job description, the employee will be eligible for a \$500.00 payment if they receive a certificate above the minimum job requirement.

### **B.) College Education Bonus.**

Effective January 1, 2011, unit employees who obtain college degrees above minimum requirements shall receive the following one-time education bonus:

High School required and AA/AS achieved -- \$1,500.00

AA/AS required and BA/BS achieved -- \$3,000.00

BA/BS required and Master achieved -- -- \$4,500.00

Employees must pass probation and must obtain degree while employed with WESA to be eligible for bonus.

Only one bonus will be given per employee, per education level. For example, should an employee earn more than one AA/AS degree, they will only be eligible for the \$1,500 bonus one time, not for each degree earned. Degrees above and beyond requirements must be job specific.

### **C.) Class "A" or Class "B" Bonus Pay.**

Effective January 1, 2011, unit employees required in their job description to operate equipment requiring the possession of a class "A" or "B" commercial driver's license shall receive \$25.00 per month additional compensation.

### **D.) Bilingual Bonus Pay.**

Effective January 1, 2022, unit employees in classifications designated as bilingual, who pass an Authority-verified verbal and written skills proficiency exam will be eligible for a one-time bonus of \$500.

Department Heads will provide Human Resources a list of all assigned unit classifications they would like to request to qualify as bilingual, including justification for activities and estimated time spent performing bilingual/translation duties, and desired language.



Human Resources must provide written authorization before a position or language are considered eligible for bonus.

**Section 28. Time Entry Procedures**

**A.) Time Entry.**

Time sheets are available for each employee on the Authority's computerized database for use in entering hours worked on a daily basis.

**B.) Daily Processing.**

At the end of each day, the employee will ensure that the labor standing or work order number for time worked is entered in the Authority's computerized time entry program. Codings are the responsibility of the employee. Any questions need to be addressed to the immediate supervisor on a daily basis. In all cases, time records will indicate actual time worked.

**C.) Time Entry Attachments.**

The approved copies of the appropriate request forms must accompany the time sheet that contains the usages. See requirements for "Scheduled Absence Requests" and "Absence Reports", Article IV, Section 33 (A) (B).

**D.) Time Entry Responsibility.**

All employees are responsible for submitting a time entry record on a daily or bi-weekly basis, as appropriate to the department and position, to their supervisor. Failure to do so may result in disciplinary action.

**E.) Time Entry Completion.**

It is the employee's responsibility to review the time entry for accuracy of coding. Regular hours should total eighty (80), with overtime and standby time being shown separately. Any time record for less than eighty (80) hours must be accompanied by an explanation signed by the supervisor.

**F.) Time Entry Submittal Process.**

Employees shall submit their time entry electronically to their supervisor who will signify approval of the following by electronically signing the time sheet and submitting to payroll:

- 1.) Labor standing or work order coding accuracy
- 2.) Hours to be paid
- 3.) Overtime or premium pay hours
- 4.) Special pay circumstances (i.e., paid lunch periods)
- 5.) Verification of approval for absence reports and requests

G.) Time Entry Corrections.

Errors discovered on time records will be corrected by the Human Resources Department in accordance with Authority policy and a copy of the corrected time record will be provided to the employee.

**Section 29. Pay Calculations**

The Employer shall calculate each employee's paycheck as follows:

A.) Gross Wages.

Gross wages shall be computed by extending the various types of hours worked by the applicable pay factors for a sum of total gross wages. This shall include regular hours, hours charged to sick leave and vacation accruals, workers compensation hours (the initial three (3) calendar days) and any special earnings (or benefits as required). NOTE: Upon prior notification to the affected employee, the Employer will add the value of any benefits received by employees as required by federal and state laws, to include housing, excess life insurance, vehicle benefits, etc.

B.) Withholdings & Deductions.

The Employer shall deduct from gross wages the following:

- 1.) Tax Withholdings. The Employer shall withhold all applicable taxes in accordance with federal and state laws, such as federal withholding, FICA & Medicare withholding, state withholding and SDI withholding. A new W-4 should also be completed by any employee who experiences a change in circumstances which would impact the Employer's withholding of federal or state taxes from the employee's wages. W-4 changes made after completion of the initial W-4 form are to be completed on the Authority's computerized database system and are signed and submitted electronically.
- 2.) Deductions.
  - a. Garnishments. The Employer shall deduct garnishments in accordance with court orders and/or federal and state laws and with any other written arrangements made with the Employer. Employee shall be notified of any garnishment requirements prior to pay day. Employees shall contact the Director of Human Resources if any questions arise. Employees may need to provide additional information as required by law in order to make the required calculations.
  - b. Voluntary Deductions. Upon written authorization from the employee, the Employer shall deduct voluntary deductions from an employee's gross wages. Changes made pursuant to this section shall be submitted to the Director of Human Resources for processing no later than the Wednesday before each pay day.
  - c. Deduction Offsets. Upon prior notification to the affected employee, the Employer shall deduct the portion of gross wages relating to any benefits added for tax required valuations.

**NOTE:** The valuation added to gross wages is not a cash compensation, it is required by law to properly report total wages.

## **Article IV. Benefits and Accruals**

### **Section 30. Holidays**

A.) Recognized Holidays.

For the purpose of this Memorandum, the following shall be considered as paid holidays:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas (in Lieu of Martin Luther King Day)  
New Year's Eve

B.) Floating Holiday.

Following twelve months of employment, one Floating Holiday will be provided during each twelve months of full-time employment. The date must be requested in advance and must be taken in full day increments. Approval of the date requested will not be unreasonably withheld. The floating holiday cannot be used in such a way that it would create a premium pay situation. If the Floating Holiday is not taken within twelve months, it is paid out to the employee at the current pay rate.

C.) Holiday Designation.

At such time as Federal Law designates the previously specified holidays to be celebrated, the same shall apply to this Memorandum. In the event that any of such holidays falls on Saturday, the previous Friday shall be observed as the scheduled holiday for the employees. When an approved holiday falls on a Sunday, the following Monday shall be observed as the scheduled holiday.

D.) Holidays On Employees Flex Day.

When a recognized holiday falls on an employee's scheduled flex day, the employee will be credited with nine (9) hours) of compensatory time to their Compensatory Time Off (CTO)

account. In no event may an employee accrue more than eighty (80) hours of CTO. Employees will cease to accrue CTO when accrual limit is reached. A record of all CTO leave accrued and used shall be kept by the Employer and made available to the employee. Upon termination of employment all accrued but unused CTO will be paid to the employee at the employee's then current hourly rate of pay.

**NOTE:** There will not be an option for working a holiday and trading for a subsequent day off as compensation. A change of a flex day will be permitted within a pay period for scheduling needs of individual departments upon supervisor approval.

E.) **Holiday Call Back Compensation.**

In the event an employee is scheduled for work on an Authority recognized holiday as set forth in this Section, they shall be compensated at time and one-half for all hours actually worked in addition to receiving their regular holiday pay (at straight time).

**Section 31. Vacation**

A.) **Definition.**

Vacation with pay is a benefit earned by employees and is made available by the Employer for the recreation, health, and well-being of the employees.

B.) **Eligibility.**

Employees shall be eligible to use accrued vacation time with supervisor approval after six (6) months of employment.

C.) **Vacation Accrual.**

Vacation will accrue, based on months of active service, on a biweekly basis as follows:

<u>Months of Active Service</u>	<u>Accrual Rate Per Pay Period</u>
1st through 48th month	3.08 hours
49th through 108th month	4.62 hours
109th through 168 <sup>th</sup> month	6.16 hours
169 <sup>th</sup> through 228 <sup>th</sup> month	6.47 hours
229 + months of service	6.78 hours

A record of all such leave accrued and used shall be kept by the Employer and made available to the employee.

Example: On the employee's first day of their forty-ninth month of active service, the employee would begin accruing (on a biweekly basis) 4.62 hours per pay period.

D.) Accrual Carryover.

Employees may carry vacation accruals over from one year to the next; however, in no event may an employee accumulate more than twice their current annual vacation accrual. Employees will cease to accrue vacation when their accrual limit is reached until vacation is taken to reduce it to below the ceiling.

E.) Vacation Pay.

An employee's vacation pay shall be computed at their straight hourly rate in effect at the time vacation is taken.

F.) Vacation Request.

Employees must provide advance notice (minimum two weeks is preferred) when requesting use of accrued vacation. Exceptions may only be granted in the event of unforeseen circumstances and must be approved by the appropriate Department Head.

Insofar as practicable and consistent with the Employer's scheduling requirements, vacation shall be granted at times most desired by employees. Among employees in the same classification, if there is a conflict over requested vacation time off, scheduling opportunities shall be rotated. Supervisors shall respond to an employee's vacation request within one week of receipt of a written request. If desired time off cannot be approved for the employee, the supervisor will indicate the reason for denial and a more appropriate time. Vacation requests shall not be unreasonably denied.

G.) Pay at Termination.

Upon termination of employment accrued but unused vacation pay will be paid to the employee at the employee's then current hourly rate of pay.

**Section 32. Sick Leave**

A.) Definition.

California Paid Sick Leave may be taken for below prescribed purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

A "family member" for these purposes is defined as a child (a biological, adopted, or foster child stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (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), a spouse or registered domestic partner, a grandparent, grandchild, and sibling. Additionally, California Paid Sick Leave may be used for an employee who is a victim of domestic violence, sexual assault, or stalking.

The Authority will administer its sick leave policy in conformance with Labor Code sections 233 and 234.

B.) Accrual.

Employees shall accrue 3.70 hours per biweekly pay period at the employees' straight hourly rate. A record of all such leave accrued and used shall be kept by the Employer and made available to the employee with each wage statement.

C.) Notice.

To the extent possible, employees must provide reasonable advance notice of their need for Sick Leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

D.) Benefits Continuation.

Sick Leave under this policy will not constitute a break in the employee's continuous service for the purpose of Authority's benefits and seniority.

E.) Relationship with Other Leave Policies.

If a law or regulation provides for greater accrual or use of sick days, the law, regulation, or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws or regulations and your entitlement to leave, please contact the Director of Human Resources.

F.) Job Restoration.

Upon expiration of Sick Leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

G.) Retaliation and Discrimination Prohibited

The Authority strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using Sick Leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources immediately.

H.) Performance Evaluations.

The reasonable use of sick leave will not impact performance evaluations. However, overall attendance will be considered in conjunction with all other aspects of an employee's performance and ability to succeed in the position.

I.) Disability Benefit Coordination.

Accrued sick leave may be coordinated with State Disability Insurance benefits or Workers Compensation Temporary Disability benefits when an employee becomes eligible for either benefit. Upon request from the employee, the Employer shall pay from the employee's sick leave accrual, the difference between the benefit and the amount the employee's gross wages would have been for his/her regularly scheduled work week. Such payments may be continued by the Employer until all sick leave accumulated and due the employee has been

paid to the employee. To receive this benefit, the employee, or a pre-determined designee, must make arrangements with the Human Resources Department.

J.) Vacation Donation.

Upon verification of information from a medical authority that an employee has been stricken by a catastrophic, life threatening illness or injury, and upon verification that the employee is in danger of having his/her accumulated paid leave time depleted, the General Manager may determine that an employee is eligible to receive donations of accumulated vacation and compensatory time hours from fellow employees. The General Manager will consider the employees' service record prior to making a determination.

Upon determination that an employee is eligible, a notice shall be distributed to all employees advising that accumulated vacation leave or compensatory time hours may be donated to the eligible employee.

The minimum number of hours that may be donated by an employee is one (1). The maximum donation by an employee is eighty (80) hours. Only full-hour increments of leave time are transferable. Donation of time is limited to accrued vacation, or compensatory time, and does not include holidays, sick hours, or any other accumulated leave.

The employee to whom the vacation/compensatory time is donated will be credited at the salary rate of the recipient, not the donor. Donated hours shall be converted to the dollar rate of the donor then transferred to hours at the recipient's rate.

The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.

An employee may not donate leave hours which would reduce his/her total accrued leave balance (of vacation, compensatory time, or administrative leave) to less than one hundred sixty (160) hours.

K.) Pay at Termination.

Upon termination of employment, accrued unused sick leave will be paid to employees at the employee's then current hourly rate.

Employees who retire from the Authority will be provided with the option of utilizing the current cash value of accrued, unused sick leave to purchase continuing medical insurance for themselves and their dependents.

### **Section 33. Accrual Usage Documentation**

#### **A.) Scheduled Absence Requests.**

The following procedure will apply when requesting vacation, compensatory time off (CTO) and floating holiday:

- 1.) Employee shall complete a separate "Leave Request Form" form for each biweekly pay period. The employee shall indicate the dates and number of hours requested for the absence. After determining if the time requested is available, the employee's supervisor shall indicate their approval by initialing and dating the request.
- 2.) Absences requested using accrued benefits shall not be approved if in excess of available hours. However, if done so in error, employee shall not be compensated for usage exceeding accrued hours available.

#### **B.) Absence Report.**

In all cases absence reports must be completed by the employee and approved by the employee's supervisor and accompany the time sheet when time is coded (charged) to sick leave, bereavement leave and jury duty.

The absence report will, at a minimum, include the following information:

- 1.) Name of Employee
- 2.) Date(s) of absence (and anticipated date of return where applicable)
- 3.) Nature or reason for absence (as required)
- 4.) Time and date reported
- 5.) Person to whom absence was reported

#### **C.) Flex Day Trading.**

As provided for by law, employees may, with supervisor approval, trade flex days. This voluntary trade would require a written request. Upon approval, employees would fill out their time sheet indicating as if they worked their scheduled flex day.

#### **D.) Make-Up Provision.**

Upon the supervisor's approval, employees may voluntarily rearrange their work hours to make up for time taken for sick leave provided they do not exceed their regularly scheduled hours in any one work week. This voluntary makeup requires written request from the employee to the supervisor. Upon approval, employees would complete their time entry indicating actual hours worked. Note: This Section is not intended for making up a full day's usage of sick leave.



### **Section 34. Sell Back Provisions**

#### **A.) Sick Leave Sell Back.**

The Employer shall maintain accrual records for each employee which shall track accruals and usages. When an employee's total sick leave accrual exceeds two hundred forty (240) hours but is less than three hundred sixty (360) hours, the employee may sell back the hours in excess of two hundred forty (240) at fifty (50) percent of their current hourly rate. Each hour paid pursuant to this section shall be deemed two (2) hours taken and their accrual shall be reduced accordingly. Accrued sick leave hours in excess of three hundred sixty (360) may be sold back at one hundred (100) percent of the employee's current hourly rate. These payments will be made upon written request from the employee, and the request is irrevocable. In no event shall an employee reduce their sick leave accrual, by sell back, to below forty (40) hours.

#### **B.) Vacation Sell Back.**

Employees may sell back a portion of their accumulated vacation time at their straight hourly rate of pay at the time of the request. In no event shall an employee reduce their vacation accrual, by sell back, to below forty (40) hours. In order to be eligible to sell back vacation time the employee must have utilized a minimum of forty (40) hours of paid time off, other than sick leave or holidays, during the twelve (12) months preceding the request. This request is irrevocable. CTO time used is considered paid time off for purposes of this provision.

#### **C.) Payment for Sell Back Compensation.**

Payment for accrued benefits shall be made on the same basis as payment for work week wages (i.e., pay day). A separate check will be processed for all sell back compensation requests using proper forms. The forms must be submitted to Human Resources no later than the Wednesday prior to payday for approval.

#### **D.) Accrued Benefit Option.**

In the event that an employee is subject to an Authority organizational change resulting in a salary rate reduction, one of the following options may be elected by the employee:

- 1.) The employee may voluntarily terminate employment with the Authority and receive any applicable accrued benefits at the pre-change rate, or
- 2.) The employee may request a check for the difference in value of their accrued vacation benefit, based on old versus new rate (new rate minus old rate times accrued vacation hours).

In the event that an employee is subject to a demotion (disciplinary action) the employee may elect the following option:

- 1.) The employee may voluntarily terminate employment with the Authority and receive any applicable accrued benefits at the pre-change rate.

### **Section 35. Bereavement Leave**

In case of death in the immediate family of the employee or the employee's spouse (spouse, child, parent, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild) an employee shall be granted a leave of absence with pay not to exceed five (5) days. The General Manager may grant, at his discretion, bereavement leave to an employee in the event of death outside the immediate family where, in his opinion, circumstances warrant such leave. This leave is not to be charged against accrued sick leave or vacation time. At the request of the General Manager, verification of death (i.e., copy of death certificate, newspaper clipping, funeral notice) shall be provided upon employee's return to work. This leave is a benefit in addition to sick leave, vacation, or any other paid time off.

### **Section 36. Jury Duty**

#### **A.) Eligibility.**

To be eligible to receive jury pay, an employee must notify his or her supervisor no later than forty-eight (48) hours after receipt of notice to report for such jury duty. At that time, the employee will present the Department Manager with the original summons for review. A photocopy of the summons will be forwarded to the Human Resources Department.

#### **B.) Jury Duty Pay.**

When an employee is required to be absent from work on their regularly scheduled workday in order to serve as a juror, he or she shall be paid for those hours for which they are absent from work at their regular base hourly rate, on the regular pay day. Such payment shall not exceed the employee's regularly scheduled work hours for that day and shall be limited to twenty (20) workdays in a calendar year.

Upon completion of jury duty, the employee will provide the Human Resources Department with a copy of the voucher and check from the court, showing the dates of jury duty service and the amount of fees paid by the court. Employees may retain jury duty fees.

#### **C.) Report For Work.**

When an employee is dismissed from jury duty at Southwest Justice Center District by 12:00 noon, they shall report to work for completion of their regular shift. When an employee is dismissed from jury duty outside the Southwest Justice Center District by 11:00 a.m., they shall report to work for completion of their regular shift.

### **Section 37. Savings Clause**

Upon completion of sixty (60) months of active service, employees shall be credited with one hundred sixty (160) hours of savings clause. Employees shall not be eligible for this savings clause if they are terminated or quit the employment of the Employer before completion of sixty (60) months of active service. Beginning with the 63rd month of active service, employees shall be credited with an additional forty (40) hours. The employee

shall receive forty (40) hours of additional savings clause accrual for each twelve (12) months of active service thereafter, to a maximum total of eight hundred (800) hours. This savings clause shall be paid at the rate of pay the employee was earning on their last day of employment with the Employer.

<b>Upon Completion of:</b>		<b>Savings Clause Entitlement:</b>
0 - 59	months of active service	0 hours
60 - 62	months of active service	160 hours
63 - 74	months of active service	200 hours
75 - 86	months of active service	240 hours
87 - 98	months of active service	280 hours
99 - 110	months of active service	320 hours
111 - 122	months of active service	360 hours
123 - 134	months of active service	400 hours
135 - 146	months of active service	440 hours
147 - 158	months of active service	480 hours
159 - 170	months of active service	520 hours
171 - 182	months of active service	560 hours
183 - 194	months of active service	600 hours
195 - 206	months of active service	640 hours
207 - 218	months of active service	680 hours
219 - 230	months of active service	720 hours
231 - 242	months of active service	760 hours
243 plus	months of active service	800 hours

Employees shall be paid in full at the time of their retirement or termination of employment at the employee's straight hourly rate. **NOTE:** All unpaid leaves of absence will be deducted from the total length of employment when computing months of active service.

Employees eligible for savings clause may elect to take a one-time payout of their entitlement prior to retirement or termination. This withdrawal would be a complete withdrawal, taken at the entitlement and pay rate the employee was earning as of the date of the request. Employees who elect to withdraw their savings clause prior to separation from employment will forfeit their ability to continue to earn any additional savings clause at retirement or termination of employment.

Employees hired after January 1, 2012 will not be entitled to the savings clause benefit.

**Section 38. Public Employees Retirement System Retirement Plan**

The Employer participates in the Public Employees Retirement System (P.E.R.S.) retirement plan and shall make benefits available to employees there under in accordance with the plan provisions.

The Authority will allow the employee contribution to the PERS benefit plan to be pre-taxed.

The Employer's plan provides the P.E.R.S. "2.7% at 55" benefit for all "classic" members. The plan provides for interest earnings on employee contributions in the employee's name, in accordance with the Government Code and will provide full formula based on the employee's highest one-year of compensation. For those employees who are considered "new" members by CalPERS according to the provisions of the Public Employees' Pension Reform Act of 2013, the plan provides the P.E.R.S. "2% at 62" benefit. The plan will provide full formula based on an average of the employees highest three years of compensation.

Classic members (as defined by CalPERS) will contribute 8%, the employee contribution amount. New members (as defined by CalPERS) will contribute 7.25% of their contribution, as determined by CalPERS.

**Section 39. Insurance**

**A.) Workers Compensation Insurance.**

The Employer provides workers compensation insurance for all employees of the Authority. This benefit provides payment in accordance with State of California Workers Compensation regulatory requirements, including medical bills relating to illness and/or injury arising out of or in the course of employment, and a portion of lost wages resulting from these injuries. This benefit is provided at no cost to the employee. Employees are required to report any injury suffered in the course of their employment to their supervisor immediately.

**B.) Health Insurance.**

The Employer hereby agrees to pay the monthly premium for each employee covered by this Memorandum at the following rates:

For the calendar year 2022 the 95/5 cost sharing formula shall be continued for employees hired prior to January 1, 2012, based on the 2022 calendar year insurance premiums.

<u>HMO</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	46.64	886.13	932.77
E + 1	93.28	1772.31	1865.59
Family	124.06	2357.16	2481.22

<u>PPO</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	42.50	807.43	849.93
E+1	84.99	1614.87	1699.86
Family	112.62	2139.70	2252.32

<u>Kaiser</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	0.00	681.82	681.82
E+1	67.33	1279.31	1346.64
Family	94.92	1803.53	1898.45

<u>Dental</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	0.00	48.43	48.43
E+1	4.93	93.66	98.59
Family	8.60	163.38	171.98

Employees hired after January 1, 2012 will have a cost sharing formula of 90/10 for all health insurance premiums, based on the 2022 calendar year insurance premiums.

<u>HMO</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	93.28	839.49	932.77
E+1	186.56	1679.03	1865.59
Family	248.12	2233.10	2481.22

<u>PPO</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	84.99	764.94	849.93
E+1	169.99	1529.87	1699.86
Family	225.23	2027.09	2252.32

<u>Kaiser</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	0.00	681.82	681.82
E+1	134.66	1211.98	1346.64
Family	189.85	1708.61	1898.45

<u>Dental</u>	<u>Employee Share</u>	<u>Authority Share</u>	<u>Total Cost</u>
E	0.00	48.43	48.43
E+1	9.86	88.73	98.59
Family	17.20	154.78	171.98

The Employer hereby agrees to pay proportionally as described herein, the monthly premium for each employee covered by this Memorandum for the following insurance coverages, with a carrier selected by the Authority and upon such terms as the Authority and the carrier may agree on from time to time with notification to the employee: Medical (to include prescription plan), Dental, Vision, and Long-Term Disability. Life Insurance two (2) times the employee's annual salary, up to a maximum of \$200,000, with a declining scale after employees reach age 65, shall be provided to each employee and paid for by the Employer. Dependents qualified for coverage under the terms of the plan will be eligible for the following insurance: Health (to include prescription plan), Dental and Vision insurance. The monthly premium for each eligible dependent shall be proportionally as described herein, paid for by the Employer.

Employees who are enrolled under another group health plan may, upon providing proof of coverage acceptable to the Authority, choose to accept a monthly payment of \$ 306 in lieu of medical insurance. Employees hired after January 1, 2012 will receive a monthly payment of \$250 should they choose to opt out of the Authority’s medical insurance program. Employees who become ineligible under other group health plan coverage, due to no fault of their own, would be eligible for reinstatement under the Authority’s plan, provided the Authority is notified within thirty days of the loss of coverage.

Employees who retire from the Authority will be entitled, at the employee’s option, to convert their accrued, unused sick leave allowance to dollars, in the amount described in Section 33, using the employee’s then current rate of pay, to fund continuing medical, dental and vision insurance.

Any supplemental insurance programs made available to employees at employee’s own cost will not, at any time, be paid for by Employer. Employer will provide payroll deduction service to facilitate payment of premium upon written authorization from the employee.

C.) Retiree Health Savings Plan.

Employees will have the same access to the Medical Insurance coverage through COBRA as is currently available through the ACWA/JPIA medical insurance plan at retirement.

The Authority will provide the following contributions for Employee Association members into the Retiree Health Savings Plan:

	Employee	Authority
1 year of service	up to \$1,750/yr	\$25.00/mo
10 <sup>th</sup> anniversary	up to \$1,750/yr	\$50.00/mo
20 <sup>th</sup> anniversary	up to \$1,750/yr	\$75.00/mo

D.) Retiree Health Provision.

Effective January 1, 2018, eligible employees enrolled in the Cigna HMO and/or Cypress Dental insurance plans shall be entitled to continue their benefits after retirement and until eligible for Medicare benefits, if the following eligibility requirements are met:

- Employees who retire from the Authority with a minimum of five (5) years of continuous service and are at least fifty-five (55) years of age at the time of retirement are eligible to enroll in either retiree plan.
- Employees who retire from the Authority with a minimum of twenty (20) years of continuous service and are at least fifty (50) years of age at the time of retirement are eligible to enroll in either retiree plan.

Retirees may enroll in the Cigna HMO health plan and/or the Cypress dental plan and shall be responsible for 100% of the premium of such plans. The retiree's eligible family members may be included at the option and expense of the individual retiree.

The employee must make the election to continue health benefits at retirement (employees who do not elect continuation coverage with the Authority within this designated timeframe will be deemed to have waived this benefit).

Upon a retired employee's death, qualified covered family members will be provided with the option to continue coverage as required by COBRA or Cal-COBRA.

## **Article V. General Provisions**

### **Section 40. Educational Assistance/Reimbursement**

#### **A.) Definition.**

Educational reimbursement is to be used to continue an employee's formal education or take college courses which will better enable them to perform their present duties and/or prepare for advancement as set forth in E (2) below.

#### **B.) Approvals.**

Upon prior approval of the General Manager (each course must be approved prior to the start date of the course), the costs associated with tuition, and books directly related to the educational project shall be reimbursed to the employee.

#### **C.) Employment Agreement.**

As a condition of accepting educational reimbursement, an employee who leaves Authority employment within two (2) years following completion of the course agrees to reimburse the Authority one-half (50%) of the cost incurred by the Authority. If the employee leaves Authority employment after one year, the employee agrees to reimburse the full cost incurred by the Authority. An agreement must be executed prior to the start of any class. No refund will be made from the Authority if reimbursement has been made from any other source.

On an annual basis, employees with less than \$500.00 of educational reimbursement will not be required to fulfill the "Employment Agreement" clause of this section. Employees whose educational reimbursement is \$501.00 to \$5000.00 annually must comply with the "Employment Agreement" clause. Additional amounts not reimbursed in the current year can be submitted in the immediate subsequent year only, not to exceed \$5000.00. These subsequent year requests and new educational reimbursement requests are limited in total to the subsequent year's budget limit.

D.) Annual Limits.

The maximum annual educational reimbursement is \$5000.00 per employee. The total educational reimbursement, as stated in the Board approved budget, shall be allocated on a first approved basis, with no second course requests submitted for General Manager approval more than 30 days prior to the commencement of any subsequent course. Reimbursement will include books, lab fees and parking fees related to college courses.

E.) Qualifications & Reimbursement Schedule.

All regular employees, who maintain a grade of 2.0 (or C) or above and have completed six months of satisfactory employment are eligible for reimbursement under this program (probationary employees may enroll in and receive reimbursement for courses whose end date is after the employee's completion of his/her probationary period if all requirements within this section are met). Employees must take courses during non-work hours (employees shall not be compensated for voluntary attendance for a program of instruction outside of working hours; these hours are not regarded as hours worked and therefore no compensation will be paid for such hours).

The following off duty education qualifies for financial assistance:

- 1.) Reimbursement will be made on Degree programs (Associates, Bachelors, Masters, others as approved). Employees must obtain a grade of "C" or better or "Pass" if "pass/fail" criteria is used.
- 2.) Reimbursement at 100% will be made, upon successful completion of the course, for the following:
  - a. Specific courses of study taken for credit or degrees related to the water and wastewater functions.
  - b. Specific courses taken for credit or degrees relating to support functions of the Authority (i.e., management, accounting, secretarial, welding, chemistry, etc.)
  - c. Specific courses resulting in certificates or licenses.
  - d. Self-study or correspondence courses from reputable institutions, as determined at the sole discretion of the General Manager, with final exam and certificate that relates to Authority functions.
  - e. Other programs deemed appropriate for Authority personnel.

F.) Deadline for Reimbursement of Educational Expenses.

In consideration of the Authority reimbursing employees for tuition and books, the employee seeking reimbursement agrees to submit a reimbursement request within eight (8) weeks after the course's completion (see Section 40 (C) for subsequent year reimbursement specifics.) Mileage will not be reimbursed for travel to/from school as part of the educational assistance/reimbursement program. Employees shall not be eligible for reimbursement if they do not satisfactorily complete the course or fail to seek reimbursement within eight weeks after the course's completion.



Recap:

- 1.) Upon prior approval of the General Manager (each course must be approved prior to the start date of the course), the costs associated with tuition and books directly related to the educational project shall be reimbursed to the employee.
- 2.) As a condition of accepting educational reimbursement, an employee who leaves Authority employment within two (2) years following completion of the course, will reimburse the Authority one-half (1/2) of the cost of the program. If the employee leaves Authority employment after one (1) year, the full cost must be reimbursed to the Authority. No refund will be made from the Authority if reimbursement has been made from any other source. No tuition refund will be made until after the completion of the course.
- 3.) All regular employees, who maintain a grade of 2.0 (or C) or above and have completed six months of satisfactory employment are eligible for this program.
- 4.) Reimbursements require proof of expenditures and a minimum final grade of 2.0 or C or better. Reimbursements will be made based on the final grade received per course taken.
- 5.) Employees shall not be eligible for reimbursement if they do not satisfactorily complete the course or fail to seek reimbursement within eight weeks after the course's completion.

**Section 41. Mileage Reimbursement**

When an employee is required to use their own vehicle for transportation while conducting Authority business, the employee shall be reimbursed at the rate in effect according to IRS regulations for each mile traveled. Authority insurance regulations mandate that the employee's insurance is primary and the Authority's insurance secondary when employees are using their own vehicle. To the extent required by Labor Code Section 2802, the Authority shall indemnify employees for personal losses, including insurance deductibles, incurred a result of the employee's use of a personal vehicle in the course and scope of employment.

**Section 42. Uniforms**

A.) Uniform Maintenance.

All members of the Association who are required to wear a specified type of uniform by the Authority will be provided laundering thereof, as well as the appropriate number of uniform changes per week, based upon individual job duties, at no cost to the employee.

B.) Employee Attire.

Employees shall wear attire appropriate to the performance of their job duties, as directed by the employee's immediate supervisor. Employees required to wear uniforms will be advised by their supervisor.

C.) Footwear.

Employees who are required to wear safety footwear as a part of their Authority uniform, shall receive up to \$300.00 of reimbursement per calendar year towards the purchase of such footwear. Reimbursement will be provided to employees who submit, to the Finance Department, a valid receipt. Reimbursement will be made on a separate check, which will be provided to the employee within five (5) workdays from the date Accounts Payable receives the signed and approved check request. Employee's supervisor will verify by signing the footwear receipt prior to reimbursement, that the footwear meets the following specifications. Protective footwear for employees shall meet the requirements and specifications in American Society for Testing Materials (ASTM) F 2412-11, Standard Test Methods for Foot Protection, and ASTM F 2413-11, Standard Specification for Performance Requirements for Foot Protection, which are hereby incorporated by reference. If an employee's footwear becomes unsafe, due to wear or damage, repair, or replacement of such footwear, meeting the specifications as indicated above, is the responsibility of the employee. Employees not in complete uniform (shirt, pants, and footwear) during working hours or while on Authority business may be sent home for the duration of the work shift, without pay. Employees required to wear uniforms shall be allowed to wear appropriate street clothes for on-site safety and training related meetings.

D.) Office Employee Footwear Policy.

In an effort to ensure the safety of staff, footwear is expected to be appropriate for professional attire. Shoes must be clean and in good condition. Flip-flops, Birkenstock-type sandals, croc-type plastic shoes and open back shoes are prohibited attire for Authority employees.

E.) Work Jacket.

Work jackets imprinted with the Authority's logo will be supplied to all eligible classifications within this unit. Eligible classifications are those which require the wearing of an Authority uniform. The laundering of such jackets is the responsibility of each employee. The Authority will provide up to two (2) jackets, **one safety jacket and one regular jacket**, on an as needed basis, annually.

F.) Liability.

Employees are liable for any loss or damage caused by negligence, misuse, or personal (i.e., unrelated to Authority business) use of uniforms, jackets and/or footwear. Such amounts will be deducted from their paycheck, pursuant to a written agreement. Off duty wearing of the Authority provided uniform, jacket and/or footwear is prohibited other than during travel directly to and from work. Failure to comply with this section may result in disciplinary action up to and including dismissal.

### **Section 43. Safety Equipment**

The Employer will provide, at its expense, appropriate personal protective equipment, including safety hats, prescription and non-prescription safety glasses, and adequate rain gear for rainy weather and gloves for welders. Reimbursement for prescription glass

inserts for self-contained breathing apparatus will be provided to the employee upon presentation of the receipt and approved check request to Accounts Payable.

The Employer shall make reasonable provisions for and shall have the right to adopt and enforce reasonable rules and regulations for the safety and health of the employees, during the hours of their employment and for the protection of the Employer's property. It is the responsibility of each employee to read, understand and comply with the Safety Manual of the Water Employee Services Authority.

#### **Section 44. Current Address & Phone Number**

Employees must submit to Human Resources in writing, any change in place of residence or telephone number within one (1) working day. These changes are completed in the Authority's computerized database system. Failure to comply with this section may result in disciplinary action up to and including dismissal.

#### **Section 45. Grievance Procedure**

##### **A.) Definition.**

A grievance is any dispute concerning the interpretation or application of the Employer-Employee Organization Relations Resolution #1039, an applicable memorandum of understanding between the Authority and a recognized employee organization, or of written rules or regulations governing personnel practices or working conditions. Disciplinary actions shall be excluded from the definition of a grievance and this grievance procedure. Disciplinary actions shall be addressed solely through Section 924 of the WESA Administrative Code. Any grievance that is not appealed within the time limits specified in this section shall be considered as settled on the basis of the decision last given.

##### **B.) First Step Grievance.**

First Step Grievances must be presented to the employee's immediate supervisor within fifteen (15) regularly scheduled workdays from the date the event occurs, or knowledge thereof, which gives rise to the grievance, unless the parties mutually agree in writing to modify the time limits. The employee (or the employee organization having the grievance) and other involved party(ies) (i.e., the employee's immediate supervisor), will complete a "Grievance Initiation" form acknowledging that all parties involved are aware that a First Step Grievance is being initiated. This form will be forwarded to the Human Resources Department. The immediate supervisor will meet with the grievant within ten (10) regularly scheduled workdays from the date the grievance is submitted in an attempt to settle the grievance. The immediate supervisor shall provide a response to the grievant within ten (10) regularly scheduled workdays following that meeting.

##### **C.) Second Step Grievance.**

If the grievance is not settled on the basis of the first step discussion, then within ten (10) regularly scheduled workdays of the date the immediate supervisor's response is received

as described in 45 (B) above, details of the grievance shall be reduced to writing by the employee and/or employee organization having the grievance and shall be submitted to the employee's Department Head. The written grievance shall indicate the facts on which the grievance is based and shall be signed by the employee or a representative of the employee organization prosecuting the grievance. This written grievance shall also contain a request to meet with the Department Head, if so desired, by the employee and/or the employee organization representative submitting the grievance. Within ten (10) regularly scheduled workdays from the date the grievance is personally received by the Department Head, he/she shall meet, if requested, with the employee and/or employee organization representative having the grievance, to discuss the grievance. Employees may represent themselves or may request that an organization representative participate in the second step grievance meeting. The Department Head shall give a written answer to the grievance within ten (10) regularly scheduled workdays from the date the second step grievance was received, if no meeting was requested, or ten (10) regularly scheduled workdays from the date of the grievance meeting.

D.) Third Step Grievance.

The third step grievance procedure is provided as a method to appeal a second step grievance decision to the General Manager. This appeal must be received, in writing, by the General Manager within ten regularly scheduled workdays from the date the Second Step answer by the Department Head is given. The General Manager shall set the grievance for hearing. Unless otherwise mutually agreed upon in writing by the parties, the General Manager's decision on the third step grievance will be issued within sixty (60) days from the date the grievance was received by the General Manager. The decision reached by the General Manager shall be in writing and within the scope of the issues submitted; it shall be final and binding on the Authority, the employee organization and the employee(s) involved. Any Third Step grievance hearing conducted by the General Manager shall be subject to the following procedures:

- 1.) All parties to the hearing shall be provided at least seven (7) days advance notice of the date scheduled for the hearing.
- 2.) All parties shall have the right to representation at the hearing. The General Manager may engage the assistance of legal counsel.
- 3.) All parties to the hearing shall submit a statement outlining the issues to be determined in the hearing as well as the proposed remedy no later than forty-eight (48) hours prior to the hearing. This statement shall be submitted to the General Manager as well as to all other parties involved in the hearing. Any disagreement as to the appropriate issues to be determined shall be resolved by the General Manager prior to hearing.
- 4.) The hearing shall be tape recorded. Any party may request that the hearing be transcribed by a court reporter in lieu of a tape recording, provided that the requesting party makes all arrangements for the court reporter to attend the hearing and pay the full cost of the court reporter and transcription, as well as the

cost of copies of the transcript for all parties. In the event a party requests and pays for the attendance of a court reporter, the court reporter's transcript shall become part of the official record.

- 5.) All parties shall have the right to make an opening statement and closing argument, present witnesses (including rebuttal witnesses), cross-examine witnesses, and present exhibits and/or other evidence. The General Manager shall have the discretion of allowing closing arguments to be made in writing in lieu of orally. In the event closing arguments are made in writing, the General Manager shall have the discretion of extending the deadline for issuance of a written decision for a reasonable amount of time.
- 6.) The Authority shall release, without loss of pay, witnesses who are employees of the Authority and whose testimony is reasonably required at the hearing, for the amount of time that is reasonably required for the witness to appear and testify at the hearing. The Authority shall have no obligation to release employees for any preparation time associated with the hearing.
- 7.) While the hearing is not governed by any formal rules of evidence, the General Manager may use the formal rules of evidence as guidance when ruling on objections and on the admissibility of evidence. Hearsay evidence may be admissible provided that it is corroborated by admissible, non-hearsay evidence.
- 8.) The General Manager shall prepare a written Findings of Fact and Decision to be served on all parties.

The parties may revise these procedures by mutual agreement.

Please note that this grievance procedure is separate from the internal complaint procedure regarding harassment, as explained in the WESA Administrative Code.

#### **Section 46. Public Employees Relations Board**

It is understood that the Public Employees Relations Board (PERB) has jurisdiction over allegations of unfair labor practices committed by the Association or the Authority.

#### **Section 47. Labor/Management Committee**

Upon the Association's request, Association officers and representatives of the Authority shall meet, up to four times during the year, to discuss employment related issues. Issues discussed may include, but not limited to, topics such as improved communication, employee morale and equity of treatment, promotional opportunities, and performance evaluation methodology.

**Section 48. No Strike/No Lockout**

A.) Purpose.

The Board of Directors believes it is important for the Authority to continue to supply the highest quality of water available; to provide and maintain an adequate wastewater collection and treatment system; and provide the best service possible at fair and reasonable rates. Therefore, the Board of Directors, all employees and any employee organizations will work together to prevent any disruption of service which constitutes an imminent and substantial threat to the public health and safety.

B.) No Lockout.

The Authority agrees that there shall be no lockout of employees during the term of this Memorandum.

C.) No Strike.

During the term of the Memorandum, the Association and its members will not cause, sanction, or take part in any strike (whether sit-down, stay-in, sympathetic, general or any other kind), walk-out, picketing, stoppage of work, retarding or any other interference with the operation and conduct of the Authority's business.

D.) Association Responsibility.

In the event that any of the occurrences prohibited by the preceding Paragraph "C" take place, the Association shall immediately and publicly disavow such action as unauthorized and will use all means within its power to stop such action at the earliest possible time and will not honor any picket line set up under such circumstances.

E.) Disciplinary Action.

It is specifically understood and agreed that the Authority, during the first working day, or any part thereof, of the activity prohibited by Paragraph "C" above, shall have the right of reasonable discipline short of suspension, demotion or dismissal against individuals participating in such activity. However, after the first working day, or any part thereof, of prohibited activity and if such activity occurs again during the term of the Memorandum, the Authority shall have the right to dismiss any employee participating therein, which dismissal shall be considered a disciplinary discharge for just cause.

**Section 49. Zipper Clause**

The parties acknowledge that during the negotiations which preceded this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obliged to meet and confer with respect to any subject or matter referred or covered in the Memorandum or with respect to

any subjects or matters that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Memorandum.

All terms and conditions of employment which are not covered by the Memorandum shall continue to be subject to the Authority's direction and control.

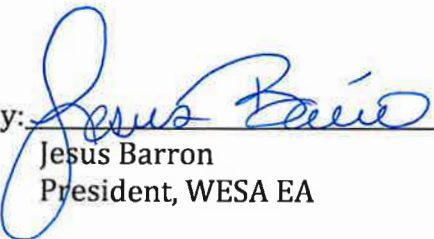
**Section 50. Term, Termination and Renewal**

The terms and conditions of this Memorandum shall be in full force and effect from the first day of January 2022, to the 31st day of December 2024, inclusive. This Memorandum in whole or part may be reopened for negotiations by either party, by serving a written notice of intention to do so ninety (90) days prior to the termination of this Memorandum.

Duly executed by the Parties hereto this 10<sup>th</sup> day of February 2022.

ASSOCIATION:

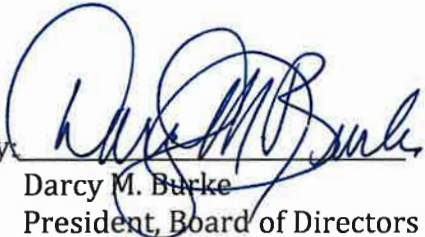
Water Employee Services  
Authority Employee's Association  
31315 Chaney Street  
Lake Elsinore, California

By:   
Jesus Barron  
President, WESA EA

EMPLOYER:

Water Employee Services  
Authority

31315 Chaney Street  
Lake Elsinore, California

By:   
Darcy M. Burke  
President, Board of Directors

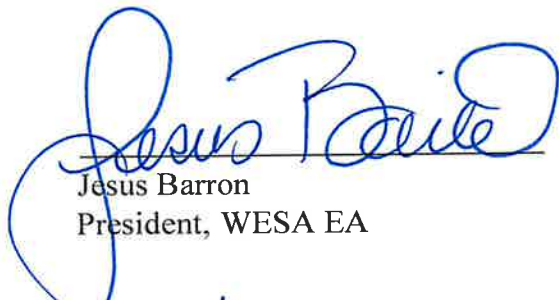
**SIDE LETTER OF AGREEMENT BETWEEN WATER EMPLOYEE SERVICES AUTHORITY AND THE WATER EMPLOYEE SERVICES AUTHORITY EMPLOYEE'S ASSOCIATION**

This Side Letter Agreement to the Memorandum of Understanding (“MOU”) between Water Employee Services Authority (“WESA”) and The Water Employee Services Authority Employee's Association (“EA’), effective January 1, 2022 to December 31, 2024, amends Article V, Section 23, subd, D., *in italics*, as follows:

Section 23. Overtime Premiums

D.) Employees shall have the right to receive compensatory time off (CTO) in lieu of overtime pay, *including overtime pay accrued working standby*, on a dollar-for-dollar basis, at the employee’s discretion. The employee must notify Human Resources of this request in writing by the last Friday of the pay period in which the overtime is earned.

This side letter agreement is executed as an integral part of the MOU. Except as herein modified, the aforesaid MOU shall remain in full force and effect during the remainder of its term.

  
\_\_\_\_\_  
Jesus Barron  
President, WESA EA

Date

8/1/2022

  
\_\_\_\_\_  
Darcy M. Burke  
President, WESA Board of Directors

Date

July 28, 2022