

**MEMORANDUM OF UNDERSTANDING**

**COACHELLA VALLEY WATER DISTRICT**

**AND**

**ASSOCIATION OF SUPERVISORY SUPPORT  
EVALUATION TEAM**

**April 1, 2016 to March 31, 2019**

CWWD



ASSET





27.	Sick Leave.....	17
28.	Emergency Health Fund.....	18
29.	Employee leaves of absence.....	18
28.1	Service Date.....	18
28.2	Approval of Leave.....	18
28.3	Bereavement Leave.....	19
28.4	Industrial Accident Leave (on the job illness or injury).....	20
28.5	Pregnancy disability leave.....	20
28.6	Family Medical Leave Act/California Family Rights Act.....	20
28.7	Leave Without Pay.....	22
28.8	Military Leave.....	23
28.9	Retraining and Study Leave.....	23
28.10	Jury duty/witness leave.....	23
28.11	Minuteperson Leave.....	23
28.12	Disability Leave.....	23
28.13	Family School Leave.....	24
28.14	Domestic Violence Leave.....	24
30.	Probation and Regular Employee.....	25
31.	Transfers.....	25
32.	Internal Transfers, Promotions, and Recruitment.....	26
33.	Stewards Program.....	27
34.	Recognition Rights.....	28
35.	Bulletin Boards.....	28
36.	ASSET Material.....	29
37.	Negotiations.....	29
38.	District's Rights.....	29
39.	Labor/Management Committee.....	29
40.	Grievance procedures.....	30
41.	Discipline and Dismissal.....	33
42.	Rules of Conduct.....	36
43.	Driver's License Suspension Policy.....	37
44.	Termination of Employment.....	38
45.	Personnel Files.....	38
46.	Work Attire.....	38
47.	Vehicle Control.....	40
48.	Community Assistance.....	41
49.	Reduction in Force.....	41
50.	Contracting Out.....	43
51.	Prohibition of Job Action.....	43
52.	Existing Benefits.....	43
53.	Parking.....	44
54.	Reopeners.....	44
53.	Policies.....	45

# MEMORANDUM OF UNDERSTANDING BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND ASSOCIATION OF SUPERVISORY SUPPORT EVALUATION TEAM

The Coachella Valley Water District (the District) recognizes Association of Supervisory Support Evaluation Team (ASSET) as the exclusive employee representative for the supervisors unit of the District.

## 1. TERM OF MEMORANDUM

The provisions of this memorandum shall become effective after ratification by the ASSET membership of the District and the approval by the Board of Directors of the District through March 31, 2019. Specific sections designate effective dates subsequent to the effective date of this memorandum.

## 2. SALARY ADJUSTMENTS

### 2.1 YEAR 1

Effective the first pay period after April 1, 2016, salaries will be adjusted 2.4% based on actual CPI-U (February 2015 to February 2016).

### 2.2 YEAR 2

Effective the first pay period after January 1, 2017, salaries will be adjusted based on actual CPI-U (October 2015 to October 2016), subject to a 0% minimum and a 3% maximum adjustment.

### 2.3 YEAR 3

Effective the first pay period after January 1, 2018, salaries will be adjusted based on actual CPI-U (October 2016 to October 2017), subject to a 0% minimum and a 3% maximum adjustment.

## 3. RETIREMENT

1. Employees that are considered "classic members" in CalPERS will pay the full eight (8) percent of the CalPERS Employee Contribution rate on a pretax basis.

CalPERS refers to all members that do not fit within the definition of a new member as "classic members". All existing CalPERS members as of December 31, 2012, will retain the existing benefit levels for future service with the same employer.

2. Employees who are considered "new members" will pay 50% of the normal cost for the CalPERS 2% @ 62 plan. The normal cost will be determined on an annual basis by a CalPERS Actuarial.

A "new member" is defined by CalPERS as:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
  - b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
  - c. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.
3. The District contracts with CalPERS for the 2.5% @ 55 retirement plan for Classic Members.
  4. The District contracts with CalPERS to include the ability for the employees to purchase Military Service Credit at their own expense.
  5. The District contracts with CalPERS for the Pre-Retirement Optional Settlement 2 Death Benefit.

#### **4. HEALTH AND WELFARE PROGRAMS**

All employees who are employed on a full-time basis and working sixty (60) hours per pay period shall be eligible to participate in the group insurance plans provided by the District. Employees may enroll in a group insurance plan during open enrollment or if they have a qualified change in status.

The programs and cost sharing described below are to remain in effect for the duration of this MOU. The open enrollment period for the term of this contract will be during the first and second weeks in November of each year.

##### **4.1 EMPLOYEE MEDICAL PLANS.**

- A. Eligibility. An employee is eligible for medical benefits the first of the month following the completion of thirty (30) days of continuous employment. An employee can cover his/her spouse/domestic partner, dependents up to age 26, or a dependent who is mentally or physically handicapped. Domestic Partners registered with the State of California will be eligible for medical, dental and vision coverage. If an employee has not enrolled in a medical plan within thirty (30) days of their hire date, the employee will be placed in the lowest cost HMO plan.
- B. Medical plans do not cover services outside the United States.
- C. The District will provide two (2) HMO medical plan options and one fully insured PPO plan to all eligible employees and their dependents for the remaining term of this MOU.
- D. The medical plans include prescription drug benefits.



4. Retirees with less than 25 years of service who meet the qualifications for retiree-only coverage: The retiree may elect to maintain coverage for dependent(s).. The District's portion of the total Employee Only premium cost will be deducted from the total cost of the elected coverage. The retiree will pay the remaining balance of the premium for the elected coverage.
- B. Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.
- C. Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.
- D. All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage may be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any District group retiree medical plan until open enrollment or if they experience a qualified change in status. Any additional costs beyond what the District had been paying at time of cancellation will be at the retiree's expense.
- E. If a retiree marries after his/her retirement date, the spouse is not eligible for District group medical plan benefits. Retirees will be offered a chance to choose a plan when eligible for benefits during open enrollment.
- F. When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for the District group medical plans or prescription drug plans. At that time he/she would then enroll in a Medicare plan and, if eligible and at the discretion of the retiree, the Medical Supplemental Insurance Program.
- G. Opt-Out of Retiree Medical Plans. The District will allow each retiree to opt out of the District retiree health care program if they are covered by another retiree health plan. Any retiree who would like to opt-out shall provide to the District evidence of insurance under a separate policy and request to be deleted from the District's coverage. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

Any retiree who opts out shall, in lieu of the cost-sharing discussed above, receive four hundred fifty dollars (\$450) per month for the entire enrollment year.

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











- B. One (1) Zanjero II and one (1) Zanjero III, will be assigned to standby duty. The Zanjeros assigned to standby duty will have the use of a District vehicle for transportation to and from the District during the days they are scheduled for work and will have the responsibility to respond after hours with the District vehicle as needed by District activities. Other Zanjeros will not have the use of a vehicle for transportation to and from the District unless approved by the Department Head during times of emergency or in the best interest of the District.
- C. Zanjeros are not required to carry a pager unless assigned stand by duty.
- D. Zanjeros are eligible for call-out pay, standby pay and shift differential as per other sections of this memorandum.

## **8.2 EXEMPT EMPLOYEES PARTIAL DAY ABSENCES**

For absences of less than four (4) hours, the employee will not be required to fill out a leave slip except for FMLA related time off.

## **9. ALTERNATIVE WORK WEEK**

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

## **10. SCHEDULE CHANGES**

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

## **11. WORKING OUT OF CLASSIFICATION**

A District employee may be assigned to work in another classification for up to three hundred sixty (360) hours in that classification during any twelve (12) month period without special compensation. An employee who believes he or she has been assigned duties beyond three hundred sixty (360) hours in accordance with this policy may either request an informal review by the Human Resources Director or file a grievance.

Duties of the higher class would have to be performed at least one third (1/3) of the regular day (2.66 hours) to have eight (8) hours counted toward the three hundred sixty (360) hours. Calculations will be on a revolving twelve (12) months.

## **12. FLEXTIME SCHEDULE**

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

### **13. PAYDAYS AND HOURLY RATE CALCULATION**

Salary payments will be made on a biweekly basis. The payday for each biweekly pay period will be on the fourth regular working day following the end of the pay period.

The hourly rate shall be determined by dividing the annual rate by two thousand eighty (2080) hours.

Bi-weekly pay period shall be defined as beginning on a Saturday and ending at the close of the second Friday following.

### **14. SALARY STEP PLACEMENT**

While vacancies shall ordinarily be filled by recruitment at Step 1 of the established salary range, the General Manager may recruit at higher steps with notification to ASSET.

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## **15. MERIT INCREASES AND INCENTIVE BONUS**

### **14.1 STEP INCREASE**

Effective the first pay period after contract ratification by ASSET, all eligible ASSET members who are not currently at the top step of the salary schedule as of that date shall receive a one-step salary increase. ASSET members will not be eligible for this increase if they received any suspension(s) or demotion(s) within two years prior to the date of contract ratification.

### **14.2 MERIT INCREASES**

Beginning in 2017, ASSET members who are not at top step of the salary range may be eligible for an annual merit increase on the anniversary of their date of hire based on the results of their annual performance evaluations. The criteria for eligibility for an annual merit increase under this provision shall be based on metrics derived from an employee's annual performance evaluation agreed to by the District and ASSET and implemented in 2016. The agreed upon eligibility metrics shall be memorialized in a Side Letter of Agreement to this MOU. Any merit increase awarded pursuant to this provision shall be effective retroactive to the anniversary of the employee's date of hire if the performance evaluation is not completed by the employee's anniversary date.

### **14.3 INCENTIVE BONUS**

Beginning in 2017, ASSET members who are at the top step of the salary range may be eligible to receive an annual incentive bonus (non-PERSable). The criteria for eligibility for an incentive bonus shall be based on metrics derived from an employee's annual performance evaluation agreed to by the District and ASSET and implemented in 2016. The amount of the annual incentive bonus and the eligibility metrics shall be memorialized in a Side Letter of Agreement to this MOU. This provision shall remain in effect only for the term of this MOU. Following the expiration of the MOU, the parties shall have no obligation to continue any payment of incentive bonuses unless otherwise expressly agreed to in a subsequent MOU between the parties.

## **16. PERSONNEL ACTION FORMS (PAF)**

The District will mail copies of Personnel Action Forms (PAF) to the employees by first class mail. This will include all PAF's except those regarding salary adjustments that are given to all employees. These will be distributed by means selected by the District.







Payment of overtime for work in excess of forty (40) hours in any one (1) work week shall be paid in accordance with this Section. Also for employees designated as exempt when authorized by the general manager and/or department head for unique service conditions.

## 21. STANDBY ASSIGNMENT

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

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

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

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

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

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

## 22. HOLIDAY PAY

Employees shall be paid their regular rate of pay for District observed holidays. Non-exempt employees who are required to work on District observed holidays will receive one and one-half (1.5) times their regular rate for work performed on the holiday up to eight (8) hours consecutive. Holiday work in excess of eight (8) hours will be paid at two (2) times the regular rate.

## 23. LONGEVITY PAY

Effective the April 19, 2014, all employees currently receiving longevity pay will have that longevity pay frozen at its current rate. No increases will be made to longevity pay. No additional employees will be eligible to receive longevity pay.

## 24. HOLIDAYS

### A. Holiday Leave

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

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

The second half of an employee's regular workday on December 24<sup>th</sup>, annually is declared a holiday when it falls on Monday, Tuesday, Wednesday or Thursday.

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

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

### B. Floating Holidays

Employees of the District shall have five (5) floating holidays per year, which shall be available as follows:

- Two (2) floating holidays on July 1
- Three (3) floating holidays on January 1

However, if an employee leaves the District for any reason other than retirement within the ninety (90) days following the granting of the floating holidays, one (1) day's pay shall be deducted from the employee's final pay.

No more than forty (40) hours of floating holiday may be accrued.

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



terminates employment with the District shall be paid the monetary value of any earned vacation leave. Vacation leave shall be posted to each employee's account on the employee's first (1<sup>st</sup>) anniversary day and as earned thereafter. Vacation leave may be advanced to an employee at the discretion of the General Manager. Upon termination a reduction shall be made covering the monetary value of any leave so advanced and still owing. Problems of pay, posting, earning or adjusting shall be submitted to and reviewed by the Human Resources director and concluded by memo to the accounting department within five (5) working days.

## 25.1 VACATION SCHEDULES

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

## 27. SICK LEAVE

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

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

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

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

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

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

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

Upon retirement from the District, an employee's unused sick leave, and Emergency Health Fund of record shall be covered as follows:

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

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

#### **28.4 INDUSTRIAL ACCIDENT LEAVE (on the job illness or injury)**

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

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

Sick leave used during the time a claim is pending a decision, will be credited back to the employee at the time the claim becomes compensable. Leave credited will be for time paid under the Workers' Compensation Laws of the State of California.

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

#### **28.5 PREGNANCY DISABILITY LEAVE**

Employees disabled due to pregnancy or childbirth related conditions shall be allowed up to four (4) months of unpaid leave. Sick leave, vacation and floating holidays may be used during maternity leave. (See also Family Medical Leave Act section) The District may require verification by a physician of both the disability and the employee's ability to safely return to work.

An employee may use vacation leave or floating holidays, if available, when necessary due to a spouse's pregnancy. Family and Medical Leave Act – California Family Rights Act.

#### **28.6 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

Eligible Employees for FMLA are those who are 1.) are one of fifty (50) employees with in seventy five (75) miles of the work site 2.) have been employed for at least twelve (12) months and 3.) have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

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

- 1) Child Care. The birth or adoption of the employee's child or placement of a child for foster care with the employee. This leave must be taken within one year after the birth or adoption.





D. Intermittent or Reduced Leave

Serious health condition leave may be taken on an intermittent or reduced schedule basis when certified by a health care provider. Child care leave ordinarily must be taken in at least two week intervals, except twice in any twelve (12) month period when a leave may taken for a shorter period of time.

E. Insurance premiums

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

F. Job Restoration

Upon return from family or medical leave in accordance with this provision, the employee will be returned to the same or an equivalent position with no loss in benefits which accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave is subject to termination. An employee taking leave under this provision shall not be given any greater rights to a job than if the leave had not been taken.

G. Employee Notification

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

**28.7 LEAVE WITHOUT PAY**

Leave without pay shall be thirty (30) days or less when an employee's vacation leave is exhausted and in cases of illness, when sick leave, also is exhausted.

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

Requirement of a reemployment physical is discretionary by the District.

## **28.8 MILITARY LEAVE**

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

## **28.9 RETRAINING AND STUDY LEAVE**

An employee may be granted a leave of absence not to exceed one (1) year for the purpose of undertaking study or for retraining the employee to meet changing technological conditions in the District.

Such leave of absence shall not be deemed a break in service for any purpose. The leave will not be approved when the best interest of the District has failed to be established.

## **28.10 JURY DUTY/WITNESS LEAVE**

Each employee called for jury duty service or when appearing in court as a subpoenaed witness shall receive regular District compensation during the period to be served; any amount of payment received for jury duty or witness fee shall be assigned to the District. If any District employee has not cleared jury duty pay within sixty (60) days after the end of the service, the amount owed the District will be deducted from the following paycheck. The Department Head shall approve a leave slip for the period of absence. Employees shall be required to provide Finance with verification of service. If verification of service is not provided within sixty (60) days after the end of service, the time will be deducted from the employee's vacation leave of record.

## **28.11 MINUTEPERSON LEAVE**

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

Each officer or employee disabled while on Minuteperson Leave or voluntary service activities shall be granted leave without pay for the duration of the disability. The accrual of District benefits shall conform to those granted during Leave of Absence. (See Section 31.13)

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

A reemployment physical may be required.

## **28.12 DISABILITY LEAVE**

An employee whose physical condition prohibits carrying out their assigned duties, shall be assigned disability leave for a period of up to fifty-two (52) weeks, including any time eligible

under Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave. Unless mandated by law, no benefits shall be earned.

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

Medical and Term Life Insurance premiums shall be paid by the District. Premiums for other insurance benefits shall be the responsibility of the employee. After fifty-two (52) weeks, the employment may be terminated. Individuals may apply for employment upon recovery.

### **28.13 FAMILY SCHOOL LEAVE**

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

### **28.14 DOMESTIC VIOLENCE LEAVE**

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

- A. to seek medical attention for injuries caused by domestic violence
- B. to obtain services from a domestic violence shelter, program or rape crises center as a result of domestic violence
- C. to obtain psychological counseling related to an experience of domestic violence.
- D. to participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation
- E. to obtain a temporary restraining order, restraining order or other court assistance

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

- A. A police report indicating that the employee was a victim of domestic violence.
- B. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court



Requests for transfer to a lower paying vacancy shall require prior approval by both Department Heads and the General Manager.

An employee must successfully complete their initial new hire probation before applying for an inter-district transfer. An exception may be made with the General Managers approval if it is determined that the transfer is in the best interest of the District.

### **32. INTERNAL TRANSFERS, PROMOTIONS, AND RECRUITMENT**

When a vacant position is posted on bulletin boards at the District, it shall be open to all qualified employees for a minimum of five (5) days. Employees will apply with Human Resources by completing a District application before the listed closing date. Candidates will be screened for qualifications, attendance, knowledge and abilities by Human Resources and the supervisor of the open position. Only the top candidates that meet the qualifications of the position will be interviewed.

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

If there is a minimum of three (3) qualified candidates, the most qualified from those candidates will be selected to interview for the position. If after interviewing, no candidate is selected, the candidates will receive written notification with reasons for their elimination from candidacy and the District will go to outside sources for additional candidates. If there are less than three (3) qualified candidates to interview, the District may recruit from outside sources for additional candidates.

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

If a position or function is filled with a temporary worker for more than ninety (90) calendar days, the position shall be deemed a new position to be filled by a regular appointed employee. The recruitment process shall be started within forty-five (45) days. Positions held vacant due to an employee on disability leave shall be exempt from this provision for fifty two (52) weeks.

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



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

B. Handling Grievances

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

### 34. RECOGNITION RIGHTS

The recognition rights of the majority representative shall not be subject to challenge for the duration of this memorandum.

### 35. BULLETIN BOARDS

The District agrees to furnish and maintain designated bulletin boards to be used by the union. Prior to posting, the materials must be approved by the Human Resources Director. Any notice posted on the boards without approval will be removed.

The union shall limit its posting of notices and bulletins to each board and shall use the boards only for notices and bulletins concerning union matters.

### **36. ASSET MATERIAL**

The District agrees to allow distribution of ASSET related materials to new employees. This would be given by Human Resources during employee orientation and will contain the name of a contact person for ASSET.

### **37. NEGOTIATIONS**

Released time from regularly scheduled work for negotiations for this agreement will be as provided in section 18 in the employee-employer relation's ordinance. The District will authorize three employee members to participate in negotiations without the loss of compensation. Negotiations include one-half hour before the first fact-to-face meeting and two hours after the bargaining session concludes. Released time is not hours worked for purposes of overtime. Regularly scheduled meal breaks are not part of released time.

### **38. DISTRICT'S RIGHTS**

The District shall have the sole and exclusive right to manage its business in every respect and to take any other action which the District deems desirable to conduct its business including but not limited to the right to determine and change all aspects of its method of operation, to schedule and assign work and overtime, to hire, promote, classify, discipline, demote, layoff and transfer employees, to determine the number and location of employees and to exercise all other rights the District had prior to entering into this memorandum except where the District's action violates an express provision of this Agreement.

### **39. LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee shall be established and shall be composed of the District General Manager, Assistant General Manager, Human Resources Director, four employees from the bargaining unit and one staff representative from ASSET.

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

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

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

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

CVWD           VAA          

ASSET           M



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

## **40. GRIEVANCE PROCEDURES**

### **40.1 Scope of Grievance Procedures**

A "grievance" is defined as an allegation by an employee, a group of employees, or ASSET, that the District has violated this Memorandum, or District or departmental policy or procedure.

The grievance procedure set forth in this Section shall apply to matters:

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

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

### **40.2 Matters Excluded from Grievance Process**

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

- A. Covered by the Labor Relations Ordinance,
- B. Concerning Performance Evaluations, except that evaluations may be grieved to the level of the Human Resource Director,
- C. Concerning non-disciplinary oral and written counseling and retraining,
- D. Concerning any discipline or termination covered by the Article 33, Discipline and Dismissal, and
- E. Concerning any other subjects, unless the subject is covered by the express terms of this Memorandum or any portion of a District or departmental policy or procedures that relates specifically to wages, hours, and other terms and conditions of employment.

### **40.3 Informal Discussion with Employee's Supervisor**

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

### **40.4 Grievance Petition Form**

If the employee and the immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself individually, or the employee may request the assistance of a representative or steward, in reducing to writing and formally presenting the grievance on a Grievance Petition Form. Formal grievances must be filed on the Grievance Petition Form. Each section of the Grievance Petition Form must be filled out and shall specify dates, times, places, persons and other facts necessary to have an understanding of the matter being grieved. The employee or his representative must obtain and include a grievance number

from the Human Resources Director. Incomplete Grievance Petition Forms will be rejected and must be re-filed either within the time limits or within seven (7) calendar days after the rejection, whichever comes later.

#### **40.5 Submission of Grievance to Employee's Department Head**

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

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

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

#### **40.6 Submission of Grievance to Human Resources Director**

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

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

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

#### **40.7 Submission of Grievance to General Manager**

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









## 42. RULES OF CONDUCT

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

Violations of the rules of conduct include but are not limited to:

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

- M. Insubordination, disobedience to authority or supervision, refusal to carry out instructions or work duties.
- N. Dereliction of duties, intentional abandonment of duties.
- O. Political activity during the assigned working hours.
- P. Loss of driving privileges or failure to maintain a satisfactory driving record. Only to apply to those required to drive in the normal course of job duties as defined in job description.
- Q. Evidence establishing careless conduct with a lack of regard for the health and welfare of employees or the public (horseplay, reckless driving, etc.).
- R. Absence from duty without leave.
- S. Discourteous treatment of the public or of fellow employees, fighting, verbal or physical abuse of District personnel or public, including but not limited to, sexual harassment, racial harassment or any violation of Federal or State law or violation of District workplace violence policy.
- T. Conduct tending to injure or impede public service or conduct that would injure the public confidence in the integrity of the District or District services.
- U. Frequent tardiness, unexcused absences and unsatisfactory attendance. Frequent unscheduled absences, excluding FMLA qualifying absences, in which the absences reduces the reliability and dependability of the employee to perform their assigned duties.
- V. Violation of safety practices, procedures or policies.
- W. Making false and malicious statements concerning any employee or the District.

### **43. DRIVER'S LICENSE SUSPENSION POLICY**

This section will apply only to those required to drive in the normal course of job duties as defined in job description.

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

- A. Should the California Department of Motor Vehicles issue a suspension of an employee's driver's license, that employee will be suspended from work, without pay, for their normally scheduled workdays for up to a 30-day period which will coincide with the start of the DMV's suspension.





District shall allow Union members to wear a Union pin(s) or a Union patch on District uniforms or other clothing normally worn while on duty. The Union pin or patch must not cover District logo or the employee's name. The pin or patch will not contain any derogatory statement to the District or any individual or organization and will not make any political statement.

B. Hats

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

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

C. Hair

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

D. Safety Shoes

The District shall provide "steel-toed" safety shoes for employees in classifications where foot injury hazards exist.

The employee will pick up a shoe requisition from Safety/Claims or Human Resources and show the need for replacement.

Employees provided safety shoes by the District may be subject to discipline for not wearing such shoes while on duty.

E. Uniforms

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

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

Uniforms will be provided, maintained, and laundered at the District expense. In cases where a complete set cannot be worn due to irregular service, missing or incomplete sets, or incorrect sizes, the employee's immediate supervisor and purchasing must be notified immediately so corrective action can be taken. If an employee cannot wear a complete uniform, alternate clothing may be worn. Alternate clothing must be in good repair and not contain any slogan or

logo. Alternate clothing must be appropriate for the work being done. Shorts and cutoffs are not appropriate at any time.

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

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

#### F. Jackets

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

Replacement for the jacket due to loss will be at the employee's expense.

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

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

## **47. VEHICLE CONTROL**

Operation of District-owned vehicles shall be restricted to authorized District personnel only. No employee shall operate a District vehicle without a valid California driver's license. The license must be the appropriate class and have the proper endorsements for the vehicle driven.

District vehicle operation is limited to District business and work only. The use of District vehicles for personal use is unauthorized and will be in violation of District policy.

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

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

#### Tax on District Assigned Vehicles

In accordance with current U.S. Treasury Regulations (IRS) most employees using a District-owned vehicle for commuting to and from work will be considered to have received a taxable benefit. Currently, this benefit is considered three (\$3.00) dollars per day for most employees but some employees are considered to receive a higher benefit.







### **53. PARKING**

The district and ASSET will reconvene the parking committee if there is a need to meet future South Coast Air Quality Management District requirements.

### **54. REOPENERS**

The parties agree to limited reopeners of this MOU for the following provisions:

3. Medical Insurance – The parties shall reopen this provision only in the event that the District and General Unit agree that the District will provide an increased contribution percentage to medical insurance from what is currently established in the General Unit MOU.
4. Dental and Vision Coverage – The parties shall reopen this provision only in the event that the District and General Unit agree that the District will provide an increased contribution percentage to dental and vision coverage from what is currently established in the General Unit MOU.
5. Catastrophic Leave Donation – The parties will meet and confer over the creation of a provision that may permit employees to donate certain leave to other employees.

The existence of the above referenced reopener provisions establishes an obligation for the parties to meet and confer in good faith on those items within the scope of each reopener, but does not create an obligation to add, modify, or delete any new terms and conditions of employment, unless otherwise mutually agreed upon by the parties.

# POLICIES







**Procedure.**

- A. All applications for employment will contain a statement to prospective applicants advising them that the selection procedure include taking and passing a pre-employment medical examination, which includes testing for the presence of drugs or other intoxicating substances.
- B. Applicants who are referred for a pre-employment examination will be required to sign consent forms authorizing the substance screening and the release of the test results to the authorized District.
- C. Any applicant who refuses to sign the consent form(s) or to submit to testing will not be considered for employment.
- D. Test results are confidential and will not be released except to appropriate District personnel, the applicant upon written request, or pursuant to court order.
- E. Testing will be conducted by a clinical laboratory licensed by the State Department of Health Services or a public health laboratory certified by the State.
- F. Testing will be one of the following forms:
  - 1) Urinalysis.
  - 2) Breathalyzer.
  - 3) Blood test.
- G. Applicant's whose test results are negative for drugs will be deemed to have passed that portion of their medical examination.
- H. Test analysis that results in a positive indication of the presence of drugs will automatically require reanalysis of the original sample by an alternative method.
- I. If the reanalysis reflects a negative indication, the applicant will be deemed to have passed this portion of the medical examination.
- J. Where the reanalysis results in a second indication of the presence of an intoxicating substance, the applicant will not be considered for employment but may reapply after a period of one year has expired.
- K. Applicants who are taking medication prescribed by a physician will have so indicated on the examination form and any positive indications related to the presence of that medication will not prohibit employment, if the applicant's physical condition would not otherwise prevent employment.

*[Handwritten signature]*

*[Handwritten signature]*

## Employee Substance Abuse Testing

### A. Policy

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

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

C. When Testing Will Occur An employee will be required to submit to a test for the detection of drugs or other intoxicating substances in the following situations:

- 1) When the employee reports to work and is apparently intoxicated or under the influence of an intoxicating substance; for example, staggers, smells of alcohol, exhibits thick or slurred speech or is incoherent.
- 2) Drinks alcoholic beverages or uses drugs while on the job.
- 3) When any of the following incidents occur:
  - a) An employee is involved in an accident while using a company vehicle.
  - b) An employee is involved in an accident that causes injury to persons or property.
  - c) An employee exhibits dangerous or bizarre behavior.
  - d) An employee is required to submit for testing under the provisions of the Department of Transportation Commercial Driver's license program.

If it is clearly determined at the time of the accident, the employee was not at fault, the testing maybe waived only with prior approval from the Human Resources Director or their designee.

D. Investigation. When any of the above incidents triggers the possibility of requiring the employee to submit to a test, the Human Resources Director should, if at all possible:

- 1) Make personal contact with the employee to determine if there are factors present that would indicate that the employee may be under the influence of, or may have used a drug or intoxicating substance.
- 2) Collect and record all facts pertinent to the reasons for suspecting substance use.
- 3) If it appears that the employee may be involved in such use of drugs or intoxicating substances, refer to the appropriate party, or, if the employee is injured and being treated for the injury, arrange for a test at the treating facility.

E. Results of Test

- 1) If test results are negative, the employee will continue in service.
- 2) Test analysis that results in a positive indication of the presence of drugs will automatically require a reanalysis of the original sample by an alternative method. If the test is positive after reanalysis, the employee will either:
  - a) Be disciplined pursuant to disciplinary procedures set forth in existing District policy, and/or
  - b) Be placed on medical leave of absence until found to be medically fit to return to work.

F. Voluntary Assistance. Alcoholism and drug addiction are treatable illnesses and the District encourages employees to seek professional assistance with substance abuse problems.

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

- 1) Any employee who requests time off work to enter into a certified substance abuse treatment program such as a hospital or state licensed treatment center, will be given a medical leave of absence for a period of up to thirty (30) days.
- 2) Cost of the treatment is the employee's responsibility in conjunction with his/her medical insurance.
- 3) An employee will not receive any pay or salary while on medical leave except for accrued sick leave benefits or other disability benefits to which he/she is individually entitled.

- 4) An employee on medical leave may return to work upon furnishing a physician's statement which reflects that the employee is medically fit to return to work.
- 5) The personnel records of an employee who voluntarily seeks assistance shall not reflect the reason that a medical leave was granted nor shall there be any indication in the personnel file as to any diagnosis, the nature of the problem nor the place or type of treatment sought.
- 6) Any information received by the District in regard to an employee who is requesting a leave for this purpose will be kept strictly confidential.
- 7) The fact that a District employee has been on leave for treatment of a substance abuse problem shall not affect consideration for future advancement.
- 8) An employee may request up to two (2) separate periods of medical leave for substance abuse treatment while employed by the District. After a second leave is granted, the District may refuse to grant additional leave depending upon the medical circumstances of each case.

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

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

#### H. Procedure For Referral To Employee Assistance Counselor

- 1) Human Resources Director. When a supervisor has noted a decline in an employee's job performance and supervisory action has failed to effect the desired change, a Human Resources Director may refer the employee to the Employee Assistance Counselor for evaluation and recommendation.
  - a) The Employee Assistance Counselor will determine if the employee's poor job performance is due to a substance abuse or other personal problem and will recommend a course of treatment or action as appropriate.
  - b) Participation by the employee in the recommended course of treatment is voluntary.
  - c) Whether or not the employee enters or completes treatment, the District will take the usual and customary disciplinary steps pursuant to District procedure in the event that job performance does not improve.
  - d) The District personnel records will only reflect that as part of establishing better job performance, the employee was referred to the Employee Assistance Counselor and shall not reflect any diagnosis or

recommendation unless the employee consents, in writing, to the release of such information.

- 2) Self-referral. Any District employee may contact the Employee Assistance Counselor directly, and in strict confidence, for help with substance abuse.
  - a) The Employee Assistance Counselor will assist the employee in terms of evaluation and guidance in obtaining proper treatment.
  - b) If the employee and the Employee Assistance Counselor determine that a medical leave of absence is appropriate, the District will grant the leave upon request of either the employee or the Employee Assistance Counselor.
  - c) As noted above, no reason need be given for the leave of absence, however, the employee must be actively participating in a recognized program of rehabilitation.





- 4) Tips:
- a) Bellman – two (\$2.00) dollars for one (1) bag plus one (\$1.00) dollar per bag extra.
  - b) Skycap -two ( \$2.00) dollars for one (1) bag plus one (\$1.00) dollar per bag extra.
- 5) Entertainment: Theater, magazines, newspapers, in-room movies - NO REIMBURSEMENT.
- 6) Telephone: Personal calls - NO REIMBURSEMENT - except for one call of three (3) minutes duration or less resulting from change of plans such as cancelled airline flight and for overnight travel, one safe arrival call home of three (3) minutes duration or less.
- 7) Other
- a) Travel by District vehicle. If traveling by District vehicle, it is advisable to carry District gasoline credit card to use for minor emergencies. These may be checked out from Finance for the length of the trip. Employee must contact District Auto Shop for major emergencies. If after normal working hours, call control (619) 398-2651 and ask them to contact the Auto Shop supervisor.
  - b) Privately Owned Vehicle. Under certain circumstances, employees may use their own vehicle for District travel. They must make a written request to the General Manager-Chief Engineer and obtain approval prior to travel. A copy of current insurance coverage, in the minimum amount of \$100,000/\$300,000, must be attached. Reimbursement will be on a per mile basis at the rate established by the Board of Directors. The reimbursement may not exceed the cost of the standard, unrestricted round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used. Reimbursement will not be allowed for any other transportation for the duration of the trip.
  - c) Meals. There will be no reimbursement for breakfast on the day the trip starts unless the travel is required to start begins one hour before an employee's normal start time. There will be no reimbursement for dinner on the day the trip ends unless the travel is required to end after 7:00 p.m.

The meal limitation may be exceeded when the meal is an organized luncheon, banquet or other meeting with meal, if the same cost is charged to all those in attendance.











# AGREEMENT

This agreement concludes all collective bargaining between the parties for the term of this agreement, except upon side letters signed by the Coachella Valley Water District and ASSET.

## Coachella Valley Water District

## Association of Supervisory Support Evaluation Team

Robert Cheng      5/9/16  
Robert Cheng      Date  
Assistant General Manager

Matthew Palavido      5/9/2016  
Matthew Palavido      Date  
ASSET Representative

Kris Hopping      05/06/2016  
Kris Hopping      Date  
Senior Human Resources Specialist

Ronald Alexander      5/9/2016  
Ronald Alexander      Date  
ASSET Representative

Matthew Garcia      5/9/16  
Matthew Garcia      Date  
ASSET Representative

Luke Stowe      5-9-16  
Luke Stowe      Date  
ASSET Representative