

**COACHELLA VALLEY WATER DISTRICT
EMPLOYMENT AGREEMENT – GENERAL MANAGER**

This Employment Agreement (herein “Agreement”) is made and entered into as of this 12th day of November 2014, by and between COACHELLA VALLEY WATER DISTRICT (hereinafter the “District”) and JAMES M. BARRETT (hereinafter “Employee”). In accordance with Section 53262 of the Government Code, this Agreement is subject and conditioned on ratification in an open session of a Regular Meeting of the Board of Directors of the District.

RECITALS

WHEREAS, District wishes to engage the services of Employee as the General Manager of the District and to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement;

WHEREAS, Employee is familiar with the position’s legal requirements, industry standards and responsibilities; and

WHEREAS, Employee represents and warrants that he has the skill and ability to serve in such position and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT.

A. District hereby offers and the Employee hereby accepts the position of General Manager of the District. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties and such legally permissible further duties and functions as shall, from time to time, be assigned by the Board. More specifically, unless otherwise stated within this Agreement, Employee agrees he is subject to all the terms and conditions of employment as applicable to other employees of the District and as set forth in compliance with the District’s employment Ordinance as may be amended from time to time (currently Ordinance 1393). Employee shall also comply with the District’s conflict of interest policy and ethics provisions and shall attend ethics classes every other year or as required by law.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full-time position with regular required office hours as provided for in this Agreement.

SECTION 2. TERM AND RENEWAL.

A. This Agreement shall be effective as of November 1, 2014 (the “Effective Date”). The term of this Agreement shall be for three (3) years through October 31, 2017, unless sooner terminated or extended by the parties as set forth in this Agreement.

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B. In the event that the Board determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least eight (8) months in advance of the expiration of the term of this Agreement. Should the Board fail to re-employ the Employee and the written notice provided for in this Section 2 has not been given at least eight (8) months prior to the initial term of this Agreement, it shall be extended on the same terms for an additional period of one (1) year at each renewal. Should the Board give timely notice that it will not reemploy Employee, the District shall proceed immediately with the District's severance obligations as stated in Section 3(C)(2), with the Employee's final date of employment accelerated to a date six (6) months from the end of term. The District will then provide Employee with six (6) month's worth of severance pay at his then-current salary rate. Such payment shall be provided prior to Employee's last actual day of work.

SECTION 3. TERMINATION AND SEVERANCE PAY.

A. It is expressly understood that Employee, in his capacity as General Manager, is a contracted employee serving at the pleasure of the Board, subject to termination pursuant to the terms of this Agreement, and with no right to any hearing or appeal, including any so-called *Skelly* conference, other than the rights expressly provided in this Agreement.

B. This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity.

C. The Employee serves at the will and pleasure of the Board. At any time during the term of this Agreement or any extension thereof, the Board reserves the right to terminate the employment of Employee and determine his last day of employment upon the vote of at least three (3) or more of the five (5) Board member positions at a duly called and noticed Board meeting. The District agrees, however, to refrain from voting on the issue of Employee's termination in any sixty (60) day period immediately following a new Board member's installation so that said new Board member may have sufficient time to apprise his or herself with Employee's performance prior to vote.

1. In the event that this Agreement is terminated before the end of its term "for cause" as defined below, no further compensation or benefit shall be made to the Employee. Upon any allegation that Employee has engaged in conduct that would result in his termination "for cause" as defined below, Employee is entitled to address and attempt to rebut those allegations before the Board in a closed session prior to the Board making any final determination regarding the veracity of those allegations. In the event the Board, in its discretion, still finds merit to the allegations and terminates, the Employee shall not be entitled to any severance and will be owed no further compensation. However, if this Agreement is terminated "for cause," the Employee shall have the right to appeal the Board's decision upon written notice to the Board of such appeal within ten (10) days of the determination. Failure to provide written notice within the ten (10) day period will result in waiver of the right to appeal. Upon appeal, the parties will select an independent arbitrator, either mutually agreed to or selected from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, they shall alternate striking names from the list until such time as only one arbitrator remains on the list. Any arbitrator selected must be able to hear the matter within thirty (30) days of selection and render a decision within fifteen (15) days of the close of the hearing. The District shall bear the costs of the arbitrator. The issue at the hearing shall be limited solely to whether or not District's "for cause" termination

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was arbitrary and capricious, entitling Employee to severance pursuant to Section 3(C)(2). Under no circumstances shall the Employee be entitled to reinstatement to the position of General Manager as a result of such hearing. Following the hearing, the hearing officer shall submit his/her findings and decision to the District, which shall be final and binding. Termination shall be "for cause" if the Employee: (1) Acts in bad faith and to the detriment of the District; (2) Refuses or fails to act in accordance with any legal requirement or specific direction or order of the Board of Directors of the District; (3) Exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) Is convicted in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the District (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting on the District; rather the Board must only have a good faith belief based on a good faith investigation); (5) Creates physical or emotional harm to any person; (6) Breaches any material term of this Agreement; (7) Willful destruction or misuse of District property; (8) Habitual intoxication on duty; (9) Inexcusable absence without leave; (10) Political activity involving the support of candidate(s) for the District; (11) Violation of Federal or State anti-discrimination laws; (12) Unlawful retaliation; (13) Violation of any conflict of interest or incompatibility with office guideline; (14) Outside business in conflict or to the detriment of the District business; (15) Conviction of a felony or a misdemeanor involving moral turpitude (a conviction following a *nolo contendere* plea is sufficient); or (16) Failure to maintain a primary residence in the District boundary unless the Board of Directors approves the proposed residence location.

2. In the event the District terminates Employee's employment for a reason other than those set forth in Section 3(C)(1), the District shall provide Employee with sixty (60) days of notice prior to said termination and the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, *et seq.*: An amount equal to six (6) months of the Employee's then base monthly salary or the remainder of the term of this Agreement, whichever is less. The Employee shall be entitled to this severance pay either in a lump sum or, if he so elects, in a reasonable number of installments. Upon notice of termination, unless otherwise directed by the Employee, the District shall continue to make such health payments as the Employee previously had elected under the management health and related benefits program for the period of the severance pay, or until he finds other employment, whichever occurs first.

D. The Employee may terminate this Agreement upon written notice to the Board and shall endeavor to give sixty (60) days prior notice. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the District's obligations under this Agreement shall cease.

SECTION 4. COMPENSATION.

A. Base Salary. The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred and Sixty Thousand Dollars (\$260,000.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment

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to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law. Paydays and hourly rate calculation shall be as defined in the Association of Coachella Valley Water District Managers (ACVWDM) Memorandum of Understanding, July 1, 2013 to December 31, 2015 (MOU) in effect as of the Effective Date of this Agreement. The ACVWDM MOU is attached as Exhibit "B" and incorporated herein by this reference. This base salary is subject the terms of District Resolution No. 2014-27, incorporated herein by this reference, including the CalPERS retirement contribution and deduction requirements.

B. Incentive Compensation. Following Employee's annual performance evaluation, as required under Section 6 of this Agreement, Employee shall be eligible for an annual discretionary bonus of between zero percent (0%) and ten percent (10%) of Employee's base salary. The factors or criteria considered for the bonus are developed by the Board of Directors of the District following discussions and input from Employee on an annual basis. The District shall endeavor to provide the factors well before the scheduled annual performance evaluation.

Factors or criteria for the current year, as agreed by the District and Employee are attached as Exhibit "A" and incorporated by reference.

SECTION 5. OTHER BENEFITS

Employee shall receive all the benefits provided by the District as specified in the ACVWDM MOU in effect as of the Effective Date of this Agreement, including but not limited to vacation, approved holidays, executive leave, sick leave, emergency health fund, retirement hospitalization, bereavement leave, wellness program, flexible spending accounts, health benefits (including dental, vision, opt-out and retiree medical) and insurance (life, accidental death and dismemberment) coverage, subject to the following exceptions and additional benefits:

A. Deferred Compensation. Employee shall have access to the deferred compensation programs as described in the ACVWDM MOU in effect as of the Effective Date of this Agreement.

B. Vacation. Employee may accrue vacation leave in excess of five hundred (500) hours and receive compensation for (sell back to the District) any accrued vacation in excess of the 500-hour maximum at one hundred percent (100%) of his then-current hourly rate at any time. The provision of vacation and sell-back rights are governed by District policy, District Resolution No. 2014-27 (incorporated herein by this reference), and any other District policy, resolution, or ordinance affecting such vacation accrual rights to the extent not in contradiction.

C. Long Term Disability. Employee shall have the ability to purchase up to one hundred percent (100%) coverage of his salary at his own expense.

D. Retirement Benefits. Employee shall retain his qualification for retirement under the CalPERS plan of two and one-half percent (2.5%) at the age of fifty five (55) and pay the employee cost sharing contribution for this benefit as specified in the ACVWDM MOU in effect as of the Effective Date of this Agreement.

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E. Previous Service Credit. Employee shall be able to use up to five (5) years of service credit from his previous public agency employer to meet the eligibility requirements for vacation accrual, and the Retirement and Supplemental Retirement Medical Benefits available under the ACVWDM MOU in effect as of the Effective Date.

F. Job-Related Expense Reimbursement. The District will pay the Employee's business expenses incurred in connection with District business as provided by District policy, as it may be amended from time to time in the District's sole discretion.

G. Technical Equipment. Upon commencement of employment, the District shall provide the Employee with a cell phone, laptop computer, and iPad and other such technical equipment as may be necessary for the performance of his duties. In the course of Employee's employment, the District shall replace/ refresh said items periodically in accordance with District policy.

H. Dues and Subscriptions. The District shall budget and pay for Employee's professional dues and subscriptions necessary for his continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the District.

I. Automobile Allowance. The District shall furnish Employee with a moderately equipped four door sedan similar to a Ford Taurus SEL, for all District-related business, including travel to and from Employee's residence. The District shall supply all fuel and maintenance and operation shall be permitted without qualification or restriction on type of passenger. The value of personal use of the automobile is to be imputed each year to Employee's earning statement for personal income tax purposes, and all personal income taxes are the responsibility of Employee.

J. Bonding. The District shall bear the full cost of any fidelity or other bonds required under any law or ordinance in order to discharge the duties of Employee's position.

SECTION 6. PERFORMANCE EVALUATION

A. The Board shall review and evaluate the performance of Employee in writing on an annual basis at a Board meeting approximately within the month of October. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at the Board meeting. The Employee shall be eligible, if warranted in the Board's sole discretion, to receive a salary increase at the conclusion of such evaluation. Any such agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Failure of the Board to conduct a performance evaluation shall not prohibit the Board from terminating this Agreement in accordance with Section 3 of this Agreement

B. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the District. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall this Section be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

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SECTION 7. OFFICE HOURS.

Employee shall report to District's offices for work five days per week, Monday through Friday, during normal business hours and at such other times as may be necessary to discharge his duties, except when away on approved business for the District, as otherwise excused by use of approved leave, or during District-granted holidays. However, Employee agrees and understands that he will report to work when necessary to District operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such attendance is reasonably possible.

SECTION 8. GENERAL PROVISIONS.

A. Integration. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreement.

B. Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that venue for any dispute is appropriate in the Superior Court of Riverside County, California.

C. Waiver. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice, to the other.

D. Amendment. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and approved by the Board.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of District shall be void.

F. Partial Invalidity. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

G. Legal Consultation. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

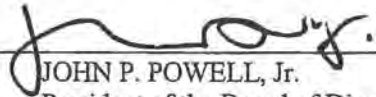
[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the COACHELLA VALLEY WATER DISTRICT has caused this Agreement to be signed and duly executed by its President, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

DISTRICT:

COACHELLA VALLEY WATER DISTRICT

By: 

JOHN P. POWELL, Jr.
President of the Board of Directors

EMPLOYEE:

JAMES M. BARRETT

By: 

James M. Barrett 11.12.14

EXHIBIT "A"

INCENTIVE COMPENSATION FACTORS

For the November 1, 2014 through October 31, 2015 year incentive compensation calculation, the Board has agreed to consider the following factors:

(1) Labor-Management Accomplishments, including (a) concluding labor agreement negotiations; (b) improving internal communications through "tailgate" discussions; (c) transitioning leadership for the summer 2015 labor agreement negotiations; (d) completing a compensation study to ensure appropriate and competitive salary and benefit structure at the District; and (e) institutionalizing the Strategic Plan through quarterly progress reports and conducting the annual update beginning in Spring 2015;

(2) Business & Finance Accomplishments, including (a) concluding the Cost of Service Study with rate recommendations for domestic, canal and sewer; and (b) initiating preparations for the District first ever bond sale for capital improvement and hexavalent chromium removal programs;

(3) Planning & Long-term Supply Accomplishments, including (a) focusing the customer base on water conservation; (b) initiating a study for a mid-valley replenishment facility; (c) continuing development of the Oasis Expansion Project for a construction start by October 2015; and (d) completing the Salt Nutrient Management Plan for submission to the Regional Water Quality Control Board; and

(4) Legal Support Accomplishments, including (a) Net Power Proceeds; (b) Agua Caliente; and (c) First Amendment Coalition. This shall be defined as the coordination of internal legal request responses on a timely and complete basis.

This 2015 incentive compensation bonus shall be provided by the following calculation: Each category shall be considered to have a value of twenty percent (20%) of the full ten percent (10%) of base salary bonus. The Board shall calculate bonus entitlement in 2015 by assessing the satisfactory performance of each category. For instance, satisfactory performance of one category shall constitute an entitlement to a bonus of two percent (2%) of Employee's base salary. Satisfactory performance of two categories shall constitute entitlement to a bonus of four percent (4%) of Employee's base salary. Satisfactory performance of three categories shall constitute entitlement to a bonus of six percent (6%) of Employee's base salary. And, satisfactory performance of all four categories shall entitle Employee to a bonus equivalent to the eight percent (8%) of his base salary. Thus, satisfactory completion of the four (4) factors would result in entitlement to eighty percent (80%) of the available bonus. The final twenty percent (20%) of the available bonus will be awarded at the Board's sole discretion.

EXHIBIT "B"

**MEMORANDUM OF UNDERSTANDING:
COACHELLA VALLEY WATER DISTRICT and ASSOCIATION OF COACHELLA VALLEY
WATER DISTRICT MANAGERS
July 1, 2013 to December 31, 2015**

MEMORANDUM OF UNDERSTANDING

COACHELLA VALLEY WATER DISTRICT

AND

**ASSOCIATION of COACHELLA VALLEY
WATER
DISTRICT MANAGERS**

July 1, 2013 to December 31, 2015

CVWD



ACVWDM

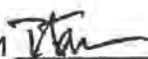


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MEMORANDUM OF UNDERSTANDING BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND ASSOCIATION OF COACHELLA VALLEY WATER DISTRICT MANAGERS

The Coachella Valley Water District (the District) recognizes Association of Coachella Valley Water District Managers (ACVWDM) as the exclusive employee representative for employees in the management unit of the District.

Agreed upon negotiated items in this Memorandum of Understanding (MOU) have been accepted, subject to the approval of the membership of ACVWDM and the Coachella Valley Water District Board of Directors. There were no changes to the Employer Employee Relations Ordinance #1270.

Agreed upon items will be reflected in the Employee Handbook, and the District Ordinance #1393. District Ordinance #1393 will be the governing document.

1. TERM OF MEMORANDUM

The provisions of this memorandum shall become effective after ratification by the ACVWDM membership of the District and the approval by the Board of Directors of the District through December 31, 2015. Specific sections designate effective dates subsequent to the effective date of this memorandum.

2. SALARY ADJUSTMENTS

2.1 Year 1

- Effective December 28, 2013, the pay schedule will increase 4%. (four percent)
- No merit increases effective fiscal year July 1, 2013-June 30, 2014.
- Promotions will be allowed.

2.2 Year 2

- Effective January 1, 2015 the District will increase the salary schedule by 2%. (two percent)
- No merit increases effective fiscal year July 1, 2014-June 30, 2015.
- Promotions will be allowed.

3. RETIREMENT

1. For employees hired before 7/12/2011:
 - a. Effective December 28, 2013 employees will contribute an additional 2% on a pretax basis toward the CalPERS Employee Contribution rate (totaling 6%).
 - b. Effective January 1, 2015, employees will contribute an additional 2% (totaling 8%) on a pretax basis toward the CalPERS Employee Contribution rate.
2. Employees hired after 12/1/2011 that are considered "classic members" will pay the full eight (8) percent of the CalPERS Employee Contribution rate on a pretax basis.

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3. New members hired after 1/1/2013 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.
4. The District contracts with CalPERS for the 2.5% @ 55 retirement plan for Classic Members.
5. The District contracts with CalPERS to include the ability for the employees to purchase Military Service Credit at their own expense.
6. 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 thirty (30) hours per week shall be eligible to participate in the group insurance plans provided by the District. Employees may enroll in a group insurance plan during open enrollment or if they have a qualified change in status.

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

4.1 Employee Medical Plans.

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

1. **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 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.
2. **Group Insurance Plans.** The District will continue to provide two (2) fully-insured Health Maintenance Organization (HMO) plans and one (1) fully insured Preferred Provider Organization (PPO) plan to eligible employees, spouses/domestic partners and their dependents through the remainder of the calendar year. Medical plans do not cover services outside the United States.
3. The medical plans include prescription drug benefits.
4. Effective December 28, 2013, the District will pay 75% of the total insurance premiums for medical, dental, and vision insurance per employee and their dependents. The remaining 25% of the medical, dental and vision insurance premiums will be paid for by the employee on a pre-tax basis through payroll deduction.

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

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

4.2 Retiree Medical Plans.

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

1. Premiums are paid on a monthly basis. At time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement.
2. Effective December 28, 2013, and for the duration of this MOU, for retirees with twenty-five (25) or more years of service, the District will pay 75% of the medical insurance premiums per retiree and eligible dependents for the duration of this MOU. The retiree will be eligible to maintain the dependents that are on his/her plan at the time of retirement as long as the dependents remain eligible for coverage. The remaining 25% of the premiums will be paid for by the retiree on a monthly basis.
3. **For Employees Hired AFTER July 1, 2011** Effective January 1, 2014, and for the duration of this MOU, for retirees with fifteen (15) or more years of service, the District will pay 75% of the medical premiums insurance premiums for the retiree only for the duration of this MOU. The remaining 25% of the premiums will be paid for by the retiree on a monthly basis.

For Employees Hired BEFORE July 1, 2011 Effective December 28, 2013, and for the duration of this MOU, for retirees with ten (10) or more years of service, the District will pay

75% of the medical premiums insurance premiums for the retiree only. The remaining 25% of the premiums will be paid for by the retiree on a monthly basis.

4. 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.
5. 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.
6. **Opt-Out of Retiree Medical Plans.** The District will allow each retiree to opt out of the District retiree health care program if they are covered by another retiree health plan. Any retiree who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive four hundred fifty dollars (\$450) for the actual cost of the premium per month for the entire enrollment year. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

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

4.3 **Medical Supplemental Insurance Program.**

ACVWDM members and/or their eligible spouses/domestic partners may participate in the Medicare Supplemental Insurance Program (aka "Medigap policy"). To be reimbursed for premiums paid directly to insurance companies, member must be enrolled in a Medicare Medigap policy, a Medicare Advantage Plan (Medicare Part C) or TRICARE. Any ACVWDM member or spouse/domestic partner who is entitled to insurance benefits under Medicare Part A is eligible for the supplementary insurance program in the event such individual is Medicare-eligible and is a resident and citizen of the United States.

ACVWDM members who have twelve (12) or more years of service with the District and are Medicare-eligible may participate in the program. A spouse or domestic partner who is Medicare-eligible and has been the spouse or domestic partner for one (1) or more years prior to the date of the member's retirement from the District is eligible to participate in the program. If the member remarries or attains a domestic partnership, the spouse/domestic partner is not eligible for benefits under the program. Board members and Executive Employees who have twelve (12) or more years of service also are eligible to participate in the program.

Medicare has established criteria for benefits coverage and costs for fifteen (15) different plans (Medigap A-N). The Medicare Medigap plan that covers more benefits than the other plans offered is Medicare Medigap Policy F. The monthly premium cost of Policy F offered by an insurance company will depend on your location and the provider network. Therefore, the maximum Medigap policy reimbursement amount for members in the program will not exceed the current calendar year premium cost of the established Medicare Medigap Policy F.

In addition to Medicare Medigap Policy F premiums, the District will reimburse members for a prescription drug program known as Medicare Part D. The monthly premium cost for Medicare Part D premiums will depend on your location and each individual's prescribed drugs. The maximum prescription drug reimbursement amount will not exceed the current calendar year premium cost of Medicare Part D Humana Complete (PDP) Plan or equivalent. The Humana Complete (PDP) Plan has no deductible and the lowest copay for generic drugs.

4.4 Dental Plan.

The District offers employees a self-insured PPO dental plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. Effective December 28, 2013, the premiums for the dental plan will be paid 75% by the District and 25% by the employee. An employee cannot opt out of the dental plan. Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

4.5 Vision Plan.

The District offers employees a self-insured PPO vision plan. Employees must enroll their spouse/domestic partner or eligible dependents in the plan. Effective December 28, 2013, the premiums for the vision plan will be paid 75% by the District and 25% by the employee. An employee cannot opt out of the vision plan. Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

4.6 Life Insurance and Accidental Death and Dismemberment Plans.

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

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

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

4.7 Flexible Spending Accounts (FSAs).

The District will offer employees three (3) Flexible Spending Accounts (FSAs) under IRS Revenue Code 125, which governs all cafeteria plans, at no cost to the employee. An employee can participate in the plan once a year and must enroll in the plan each year during open enrollment. Midyear participation is only available to new employees or those employees who have a qualified change in status. The maximum amount that you can contribute per year is based on the IRS Code for Cafeteria 125 plans. The plan year begins on January 1 through March 15 of the following year.

- A. **Health Care FSA.** The Health Care FSA provides employees with an opportunity to pay for medical, dental, vision and hearing out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount pledged for the calendar year.
- B. **Dependent Care FSA.** The Dependent Care FSA provides employees an opportunity to pay for child or elder dependent care out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount they have contributed to date to the plan for the calendar year.
- C. **Premium Only Plan.** The Premium Only Plan provides employees an opportunity to pay for medical, dental, vision and long-term disability employee premium contributions on a pretax basis.

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

4.8 Long-Term Disability (LTD) Plan.

The District will offer employees a Long-Term Disability Insurance Plan that provides sixty-six and two-thirds percent (66-2/3%) of the employee's salary (up to a maximum of \$12,000 per month and subject to integration) up to age sixty-five (65). All employees must participate in the LTD Plan and premiums are paid by employees on a pretax basis.

4.9 Deferred Compensation.

The District offers two deferred compensation retirement plans subject to continued qualification of such plans under the law. Participation is voluntary and an employee may be eligible to participate in one or both.

- A. **457 Deferred Compensation Plan.** An employee is eligible to enroll at any time during the year. An employee selects a fixed dollar amount or percentage of their salary to be deducted on a pretax basis from each paycheck throughout the year. An employee can contribute up to the maximum dollar limit allowed by the IRS. The plan does offer employees an option of taking a loan of fifty percent (50%) of their assets or fifty thousand dollars (\$50,000), whichever is less. An employee may take a hardship withdrawal subject to the Human Resource Director's approval. The supplemental deferred compensation benefit is in addition to the PERS retirement plan.
- B. **401(a) Deferred Compensation Plan.** An employee is eligible to participate in the plan during the first sixty (60) days of his/her employment. At that time, an employee must participate in the plan or decline participation. The employee cannot participate in

the plan at a later date. The maximum pretax contribution to the plan is three percent (3%) of the participant's annual salary. There are no loan or hardship withdrawal provisions in the 401(a) plan.

4.10 **Wellness Program.**

Employees and retirees covered by this MOU shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. The Wellness Program shall consist of, but not limited to, a preventive health measures evaluation, gym membership incentive, steps program, weight loss program and smoking cessation program. The wellness program is subject to change. Participation will not be used as a punitive measure. Employees and retirees will have access to a thirty (30) minute session each month with the onsite Wellness Coach.

4.11 **Voluntary Benefits.**

All employees are eligible to participate in voluntary benefits offered by the District. Employees pay the full cost of premiums on an after-tax basis. The availability of voluntary benefits is subject to change during the length of this MOU. Voluntary benefits may include the following:

- A. **Supplemental Life Insurance.** In addition to the group term life insurance benefits provided by the District, employees may subscribe voluntarily and at their own expense for supplemental life insurance during open enrollment.
- B. **Short-Term Disability Insurance.** As a supplement to the Long-Term Disability Plan, employees may elect to participate in the short-term disability (STD) plan at their own expense. The plan will pay sixty-six and two-thirds percent (66-2/3%) of their monthly salary (subject to integration) based on a seven (7) or fourteen (14) day elimination period up to one year from the date of the disability.
- C. **Long Term Care Insurance.** Long-Term Care insurance is available to employees and their spouse/domestic partners at their own expense during open enrollment.

5. **SICK LEAVE**

Officers and regular employees of the District shall be granted sick leave credits at the rate of one (1) working day for each full month of service but which shall not be available for use during the first six (6) months of service. Sick leave shall not accrue during any thirty (30) calendar day absence without pay.

The General Manager shall authorize department heads to approve sick leave applications that do not exceed three (3) days or if longer periods; having doctor's verification. If more than three (3) days and no doctor's verification is secured, a written statement by the employee acceptable to the General Manager is required. Unauthorized sick leave shall be subtracted from vacation leave of record.

Sick leave may be advanced to an employee at the discretion of the General Manager, when all other sick leaves of record have been used. Upon termination a salary reduction shall be made covering the monetary value of any leave so advanced and still owing.

Unused sick leave credits shall be accumulated from year to year to a maximum of three hundred sixty (360) hours in a Sick Leave Fund to be used by the employee as needed for approved sick leave.

Sick leave credits over three hundred sixty (360) hours shall accrue to an Emergency Health Fund. The maximum number of hours in the emergency health fund is 300 hours.

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

Up to 480 hours of accrued sick leave and emergency health fund combined shall be paid to the employee at the rate of 100%. All accrued sick leave and emergency health fund beyond the 480 hours will be paid at 50% of cash value.

Upon the death of an employee, all sick leave of record will be paid to the estate at the rate of 100%.

6. EMERGENCY HEALTH FUND

Emergency Health Fund shall be reduced on the employment anniversary each year to restore sick leave fund to three hundred sixty (360) hours.

Emergency Health Fund Conversion. The amount of unused sick leave credits granted in the preceding twelve (12) months, as determined as of the first pay period ending prior to December 1 of each year shall be distributed as follows:

- A. One-half (1/2) accrued to Emergency Health Fund.
- B. One-half (1/2) at the employee option:
 1. As pay at the employee's current rate.
 2. As vacation leave.
 - a. Accrue to emergency health fund.
 - b. Contribution to Deferred Compensation.
- C. Once emergency health fund has reached 300 hours, the amount in excess of the above maximum hours will be distributed as pay at the employee's then current rate or as vacation leave, or deferred compensation at the employee's option.

7. EDUCATIONAL REIMBURSEMENT

The District will increase the educational reimbursement amount to two thousand (\$2000) dollars for lower division college level classes including approved home study courses. The District will increase the educational reimbursement to four thousand (\$4000) dollars for upper division classes (3rd and 4th year) college or graduate level classes of approved, job related degree programs and job related college level certificate programs effective for classes beginning after the effective date of the MOU.

Approved Study Courses

- A. Passing grade of "C" or better or "pass" designation must be received to be eligible for reimbursement.
- B. Reimbursement will be for tuition, registration and books when accompanied by proper receipts and documents.
- C. The Human Resources and General Manager must approve courses prior to enrollment.
- D. Reimbursement will be for the fiscal year of course completion.

8. CONTINUING EDUCATION

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

- The certification/license is required by the employee's current job description,
- The certification/license requires a specific number of contact hours for renewal.
- The employee doesn't already have the required amount of contact hours/CEU's,
- The employee has not attended the same CEC, program or training event within the last 11 months,
- The employee has completed the travel authorization request form (CVWD-140) and been approved by the General Manager.

A list of approved certificates along with CEC requirements will be maintained by the Human Resources department.

Employees wanting to attend CEC's for certification outside the requirements of their current job description may apply for assistance under the educational reimbursement program.

8.2 Ethics Training

All members of ACVWDM will be required to attend bi-annual ethics training at the expense of the District.

9. LICENSE AND CERTIFICATIONS

The District will reimburse employees for any license or certification fee that is required by the District including any renewals. This does not include Class "C" driver's licenses.

10. WORK HOURS

General office work hours of the district shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, or as established by the General Manager.

- 10.1 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.

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. The annual rate is the sum of twelve times the monthly salary plus twelve times the monthly longevity amount.

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.

15. MERIT INCREASES

Merit increases will be on hold pending the results of a full compensation salary survey. This survey will be completed in the first year of this agreement.

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.

17. HOLIDAY PAY

Employees shall be paid their regular rate of pay for District observed holidays.

18. LONGEVITY PAY

Effective upon ratification of this agreement, all employees currently receiving longevity pay will have that pay frozen at its current rate. No increases will be made to longevity pay. No additional employees will be eligible to receive longevity pay.

19. HOLIDAYS

19.1 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 1st
- Memorial Day, May, last Monday
- Independence Day, July 4th
- Labor Day, September, 1st Monday
- Veteran's Day, November 11th
- Thanksgiving Day, November, 4th Thursday
- Friday after Thanksgiving Day
- Christmas Day, December 25th

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

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

Each 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.

19.2 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.

The increments of usage shall be the same as for vacation leave use except that any employee may use this time in case of emergencies without the three (3) day advance notices.

Employees may request the following days as floating holidays:

- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Employee's Birthday
- Presidents Day

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

19.3 Executive Leave

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

20. VACATIONS

- A. The purpose of vacation leave is to renew, refresh, restore, revive, stimulate the employee and increase contact with family by providing a rest from the employee's work environment.
- B. All vacation leave shall be approved, in advance, with a minimum three day written notice from employee to supervisor. Should extenuating circumstances arise, the immediate supervisor may make exception to the three (3) day notice.
- C. Employees of the District shall earn vacation leave for the first five (5) years of continuous employment at the rate of ten working days for each full year of service. During the second five (5) years (6-10) of continuous employment, vacation leave shall be earned at the rate of fifteen (15) working days for each full year of service. After the tenth (10th) year of service, vacation leave shall accrue at the rate of twenty (20) working days for each year of service. Employees may accumulate up to 500 hours of vacation.
- D. Effective January 1, 2014, employees with vacation time in excess of 340 hours will have the excess transferred to a separate account in order to bring the employee's vacation leave bank to 340 hours. The time in the excess bank can be used as requested and approved in accordance with the vacation leave policy. This bank cannot have any time transferred into it other than the initial transfer of leave.
- E. Employees reaching the maximum will cease to accrue vacation leave until the pay period that the total accrued vacation leave is again below the maximum. Any employee who terminates employment with the District shall be paid the monetary value of any earned vacation leave. Vacation leave shall be posted to each employee's account on the employee's first (1st) 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.

21. EMPLOYEE LEAVES

21.1 Approval of Leave

- A. Requests for leave shall be in writing using form CVWD-005.
- B. Employees will not be discriminated against in the determination of granting leave on the basis of race, color, creed, national origin, sex, age, physical disability, mental disability, medical conditions, marital status or sexual orientation.
- C. Department Heads are responsible for determining the number of employees from the workforce that may be off at a given time and still safely and efficiently accomplish projects, schedules and good customer service.
- D. Leave requests shall be considered on a first come first serve basis.
- E. Requests for identical or overlapping leave periods that are given to the supervisor during the same eight (8) hour work shift will be considered as being submitted at the same time. Requests submitted after the end of the employee's regular scheduled shift will be considered submitted on the following working day.
- F. Multiple requests, submitted on the same day, for identical or overlapping leave periods will be considered by department or section workload and by seniority by hire date.
- G. If a request is denied, the supervisor shall meet with the employee to determine an acceptable alternate date.
- H. Requests may be submitted up to three hundred sixty-five (365) days in advance of the commencement of the leave.
- I. Requests submitted less than two (2) weeks in advance of the commencement of the leave will receive a written determination within two (2) work days from receipt of the employee's written request. Requests submitted greater than two (2) weeks in advance of the commencement of the leave will receive a written determination within one (1) week.

Employee shall receive a copy of leave request upon submittal

21.2 BEREAVEMENT LEAVE

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

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

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

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

21.3 FAMILY ILLNESS

An employee may elect to use half of their annual accrued sick leave forty-eight (48) hours in the event of an illness in the immediate family each calendar year. Immediate family consists of employee's spouse, children, step-children, parent, domestic partner or child of domestic partner. Time can be used in minimum increments of one half (1/2) hour. Scheduling for doctor appointments in advance is recommended. Emergencies would require as much prior notification as possible.

Additional time needed for family illness would require the employee to use vacation, floating holiday or FMLA.

There would be no carryover of hours to another year.

21.4 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.

21.5 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.

21.6 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

Eligible Employees for FMLA are those who are 1.) are one of fifty (50) employees within 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:

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.

Serious Health condition. The serious health condition of (a) the employee or (b) to care for a child, spouse, or parent who has a serious health condition.

A. Length of Leave

An eligible employee is entitled to a maximum of twelve (12) weeks of unpaid leave within a twelve (12) month period without loss of seniority. The amount of leave available to an employee at any given time will be calculated by looking backward at the amount of leave taken within the twelve (12) month period immediately preceding the requested leave. An employee who fails to return to work immediately following expiration of the authorized leave period is subject to termination. Leave taken for any other reason which would qualify under this provision may be counted against the employee's leave entitlement under this provision.

B. Substitution of Paid Leave

1. If the employee qualifies for and specifically requests leave under this provision for child care leave, all accrued and unused vacation or floating holiday will run concurrently with the child care leave.
2. During a leave related to the employee's serious health condition, all available paid sick or disability leave will run concurrently with the employee's serious health condition leave.
3. During such a leave related to an employees family members serious health condition, the employee may request to concurrently use any available paid sick leave (Family Illness leave).
4. After accrued sick leave is exhausted under section b above, or if no sick leave is taken during a leave under subsection c above, an employee may elect to use accrued vacation leave under this provision.

C. Certification

Prior to taking a serious health condition leave, the employee must submit to the Human Resources Director written medical certification from a health care provider of the serious health condition. The District allows fifteen (15) days after the employee's request for certification to be submitted, if the leave was not foreseeable. Failure to provide such certification upon request may result in a denial or delay of leave particularly if the District determines the leave was reasonably foreseeable. If the requested leave is for the employee's serious health condition, the District reserves the right to request that the employee receive a second opinion from another health care provider at the Districts expense certifying the serious health condition of the employee. The District reserves the right to require that an employee provide the District with verification of the medical condition, if the certification expires prior to the end of the leave.

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

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 be taken on 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.

21.7 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.

21.8 Service Date

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

21.9 Military Leave

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

21.10 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.

21.11 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.

21.12 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 22.13)

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.

21.13 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.

21.14 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.

21.15 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
- C. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

An employee who is a victim of domestic violence may use available vacation or floating holidays to take time off pursuant to this policy. However, the amount of time off pursuant to this policy cannot exceed the unpaid leave time available under FMLA.

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

22. PROBATION AND REGULAR EMPLOYEE

Most original appointments of employees shall be for a probationary period of three hundred sixty-five (365) calendar days. No more than two (2) consecutive periods shall be served.

Positions that require special conditions to be met within specific time limits remain on probation for the specific time or until the conditions have been accomplished. If the conditions have not been accomplished in the allotted time the employee may be transferred, demoted, or terminated. Except for employees affected by special conditions, no merit step increases will be effective during a probationary period.

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

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

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

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

Evaluation of Performance: the Human Resources Director shall direct evaluation of an employee's performance.

23. TRANSFERS

Transfer of an employee from one work assignment for operational necessity to another work assignment, may be made by the General Manager at any time. Transfers shall not be used as a disciplinary measure.

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

24. INTERNAL TRANSFERS, PROMOTIONS AND RECRUITMENT

Open positions and new classifications that report directly to the General Manager shall be filled or posted at the discretion of the General Manager.

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. 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 as described in section 27. 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.

25. GRIEVANCE PROCEDURES

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

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

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

B. Informal Discussion with Department Head

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

C. Verbal or Written Grievance to the General Manager

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

26. DISCIPLINE AND DISMISSAL

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

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

A. Counseling and Coaching

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

B. Discipline

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

- a. Informal Meeting (Verbal Warning) - The management employee meets with the general manager or Department Head to discuss performance concerns and ways to improve performance and meet expectations.
- b. Jeopardy Meeting (Written Warning) – The management employee meets with the general manager or Department Head to discuss performance and warns that the management employee's job is in jeopardy and continued employment is unlikely unless performance expectations are met. This will result in a written warning.
- c. Decision-making Leave (Final Written Warning) - If the management employee's performance fails to improve, the employee will be placed on Administrative Leave with pay for two days. During the Administrative Leave, the management employee to decide whether: a) they can and will correct the unsatisfactory performance (and if so, how); or b) to resign the position with the District. The management employee will be given a last chance warning if he/she chooses not to resign.

C. Suspension Without Pay, Demotion or Dismissal

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

The written notice to the management employee will:

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

D. Skelly Hearing

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

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

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

Five working days prior to the date of the scheduled hearing, each party shall serve upon the other party a list of all witness and a list and copy of all exhibits. Once the hearing commences, additional witnesses may be called to rebut evidence offered by either party.

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

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

E. Administrative Leave

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

F. Probationary Employees

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

27. 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.

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.

28. TERMINATION OF EMPLOYMENT

- A. An employee who desires to resign in good standing shall submit a resignation in writing to the Department Head at least two (2) weeks in advance of the intended resignation date. Resignation pay will normally be paid on the last day worked, if the District has been given seventy-two (72) hours' notice and clearance through Human Resources has been completed, with clearance not to exceed five (5) working days from the effective date of resignation.
- B. Termination pay shall be issued or mailed to an employee who is terminated no later than the regular work day following the date of termination, provided clearance through Human Resources and stores has been completed. Without stores clearance, the check is held until clearance is received or is issued with stores values deducted, with stores clearance not to exceed five (5) working days from date of termination.

29. PERSONNEL FILES

Each employee has a personnel file that is kept in Human Resources. This file is an employee's record of employment at the District.

An employee has the legal right to know what is in the file and may inspect their file and discuss its contents during normal working hours with the Human Resources Director.

Employees will not be shown:

- A. Records relating to the investigation of a possible criminal offense.
- B. Letters of reference
- C. Ratings, reports or records that were:
 - 1. obtained prior to the employees employment
 - 2. prepared by identifiable examination committee members
 - 3. obtained in connection with a promotional examination

30. 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.

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

31. COMMUNITY ASSISTANCE

Emergencies

District personnel who find themselves at the scene where injury or damage requires their assistance, should follow these actions upon determining the extent of the problem:

- A. Request "Control" to dispatch emergency units (Fire, Police, Medical). Be prepared to report the urgency of conditions, the kinds of equipment needed, and how your location can be found.
- B. When (if) transporting an injured person or damaged material, you (the Good Samaritan) are responsible and liable for the care, welfare, or damage your actions or conduct may cause during transport.

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

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

32. REDUCTION IN FORCE

The District will act in accordance with the following procedure if it becomes necessary to reduce staff because of lack of work, lack of funds, or economic reasons.

- A. When it becomes necessary to reduce the work force (layoff), the General Manager shall designate the job classification(s) to be affected and the number of employees to be eliminated.
- B. Any reduction in the number of regular employees holding a job classification designated by the General Manager for layoff shall be made in the following order of employment status:
 1. Temporary employees who have been hired less than full-time or are from an outside agency performing duties of the affected classification.
 2. Probationary employees who have not completed the initial probationary period.
 3. Regular employees who have completed the initial probationary period.
- C. Layoffs of employees within each classification shall be based primarily on the most recent date of hire, with the least senior employee being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department or classification, that the more senior person does not possess, subject to the approval of the Human Resources Director. Factors such as competency and efficiency of employees may be considered if the standards by which these factors can be measured is specified. Employees laid off out of seniority shall be given written notice of this action.

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

 1. Voluntary resignation
 2. Discharged for just cause
 3. Layoff for economic reasons
- D. The General Manager shall give notice to ACVWDM at least sixty (60) days prior to the effective date of the action. The list shall include a seniority list of employees that will be affected. The official notice shall be given to the employees from the General Manager and shall include:
 1. The reason for the layoff
 2. The effective date of the layoff
 3. If laid off out of seniority, the reasons
- E. An employee who has received an official notice will be notified and allowed to apply for any open position that has been approved by the General Manager for which they are qualified. Employees will be screened by Human Resources to ensure applicants have the necessary skills, knowledge, and abilities to qualify for a position.

- F. Prior to the effective date, the General Manager will give each affected employee a letter stating that the layoff was due to a reduction in force.
- G. Affected employees shall be eligible for recall, if the District has a need to refill the previously affected classification, for twelve (12) months after the effective date of the layoff. Eligible employees will be considered for recall based on the District's needs and individual skill, knowledge and other factors the District normally considers in selecting individuals for positions. Affected employees will be treated as internal candidates, during the first twelve (12) months after the effective date, and may apply for any posted internal positions.

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

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

33. CONTRACTING OUT

The District, at the discretion of the General Manager, may contract out the work of any classification.

If, however, the contract or subcontract will require a layoff of employees, the District will follow the procedures outlined in the Reduction in Forces section.

The District will make a reasonable attempt to avoid layoffs.

34. PROHIBITION OF JOB ACTION

During the term of this memorandum of understanding, ACVWDM members will not authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike or other effort towards interference with the work or statutory functions of the District. ACVWDM members, agree not to engage in unlawful job actions.

Members shall be required to work during work slowdown, work stoppage, strikes, or other efforts towards interference with the work or statutory functions of the District, even if the MOU is not in effect. Violators shall be subject to disciplinary action.

35. EXISTING BENEFITS

All wages, hours, terms and other conditions of employment, shall continue in effect during the term of this memorandum except as herein specifically modified.

The General Manager may create new classifications and assign salary ranges to them. Such new classifications will not be subject to negotiations until the succeeding Memorandum of Understanding.

The General Manager, at his discretion, may reclassify positions upward on the salary scale.

36. PARKING

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

37. RECOGNITION RIGHTS

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

38. 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.

39. ACVWDM MATERIAL

The District agrees to allow distribution of ACVWDM 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 ACVWDM.

40. 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.

41. 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.

42. 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 ACVWDM.

The committee shall meet upon the written request of either party, and upon mutual consent.


The District and ACVWDM 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.


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.

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

POLICIES

CWWD  _____

ACVWDM  _____

Internet, Computer Software and E-mail Policy

DISTRICT PROPERTY

The District electronic information system and all information stored on it, including but not limited to the computers, software, network, e-mail, voice mail and databases is the property of the District.

AUTHORIZED USE

The electronic information system may only be used for district business.

DISTRICT ACCESS

The District may access at any time the District's computers, network, software, e-mail, voice mail and databases. The District may at its discretion monitor and log all system activity; users should not expect that their use of the system is private. Employees should not put information on the electronic information system that they do not want others to see.

UNAUTHORIZED USES

Unauthorized use of the District electronic information system may result in discipline up to and including termination. Accessing sexually explicit websites or downloading sexually explicit material is grounds for immediate discharge.

COMPUTER SOFTWARE

Computer software must be used in strict compliance with the seller's license agreement. Only District authorized software may be installed on the District electronic information system. All software, data and media including floppy and compact discs must be reviewed and approved before use by Information Systems. District software may not be copied for any purpose. Improper use District software or improper use of software on the District system may result in discipline.

E-MAIL AND VOICE MAIL

E-mail and voice mail is for District business only. E-mail and voice mail, including information that is deleted, is not private and may be retrieved by the District.

HARASSMENT PREVENTION

Harassment of an applicant or an employee by a supervisor, management employee, co-worker, vendor, customer or union representative on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation will not be tolerated.

This policy applies to all workplace behaviors and forms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leaves of absence, compensation and training. It also applies to any District employee acting on behalf of the District off the job site.

Disciplinary action up to and including termination may be instituted for behaviors described in the definition of harassment referred to below.

Any retaliation against a person for filing a harassment charge or making a harassment complaint is prohibited. Employees found to be retaliating against another employee shall be subject to disciplinary action, which may include termination.

Definition:

Harassment includes, but is not limited to:

- Speech, such as lewd propositioning, epithets, stereotypical or derogatory comments or slurs on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation. This might include inappropriate sex-oriented comments on appearance, including dress or physical features, or race, ethnicity-oriented stories or jokes.
- Physical acts such as assault, impeding or blocking movement, or offensive touching, or any physical interference within normal work or movement when directed at an individual on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation.
- Visual insults, such as derogatory posters, cartoons, or drawings related to race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation.

Complaint Procedure:

An employee or job applicant who believes he or she has been harassed has a responsibility to immediately make a complaint either orally or in writing with any of the following:

- Immediate supervisor:
- Any supervisor or management employee within the department, including the department head.
- The Human Resources Director or his or her designee.

Any manager, supervisor, employee or union representative who receives a harassment complaint shall immediately notify the Human Resources Director.

Employees are to refer individuals to the Human Resources Director when allegations or concerns of unlawful harassment are raised. If an employee believes that unlawful harassment has occurred, they should report the incident to the Human Resources Director, even if the affected employee does not wish to report it. The employee should regard all information reported to the Human Resources Director as confidential and should not share it with other employees, except as required.

The District will handle complaints of any type of harassment immediately. Appropriate steps will be taken by Human Resources and employees to resolve complaints as confidentially as is possible.

In addition, the District recognizes that false accusations of sexual harassment can have serious effects on innocent women and men. Therefore, sanctions will also be imposed, as appropriate, on those who intentionally make false - rather than good faith, but erroneous - accusations. The District will impose the sanctions in a timely manner.

Unlawful harassment does not refer to occasional compliments of a socially acceptable nature. Unlawful Harassment refers to behavior that is not welcome and that is offensive.

An employee or job applicant also has the right to file a complaint with the state Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission.

SUBSTANCE ABUSE POLICY

REGULATIONS GOVERNING SUBSTANCE ABUSE

Purposes

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

The purposes of this policy are as follows:

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

This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to the use of alcohol or other drugs or to job performance.

Definitions

- A. Drugs. Any chemical substance which produces physical, mental, emotional or behavioral changes in the user. For purposes of this policy, the word "drugs" includes but is not limited to Alcohol, Marijuana, Cocaine, Heroin, PCP, Methedrine, LSD, all prescription medications, sedatives and narcotics.
- B. Alcohol. Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in beer, wine and distilled liquor.
- C. Illegal Drugs. "Drugs" as defined above, the possession or use of which is unlawful pursuant to the laws of the State of California or any Federal law or regulation.
- D. Intoxicating Substance. Any substance which produces changes in the physical, mental, emotional state or behavior, for example, glue and paint thinner, in addition to alcohol and other drugs.
- E. Pre-employment Testing. The District will begin testing job applicants as part of the pre-employment medical examination in order to identify those applicants whose current use of drugs could interfere with their prospective job performance.

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.

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 Drivers' 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.

TRAVEL REIMBURSEMENT POLICY

This policy defines the procedures for the originating of travel requests, reimbursements of funds expended and the establishment of reimbursement limitations. The procedures shall be as follows:

- A. Application for travel shall be made by completing and routing CVWD Form 140, Travel Authorization Request, as noted on the form.
- B. Travel is not authorized until approved by the General Manager-Chief Engineer.
- C. If the travel request is approved by the General Manager-Chief Engineer, the secretary will make the necessary arrangements.
- D. Whenever an expense advance is required, the secretary will submit the advance request to Finance no later than Thursday prior to the week the trip begins in order to allow for normal processing. No advance will be made if received by Finance after this time.
- E. Employee's expense claims (CVWD Form 072 and 0721), approved in accordance with the requirements of the General Manager, shall be submitted to Finance no later than the end of the month following the month in which the employee incurred the expenses. No claim will be allowed after that time and any advances will be deducted from pay. Receipts must be attached for all expenditures for which reimbursement is being requested. Reimbursement will not be made if receipt is lost.
- F. Reimbursement will be made for per diem (includes tax and tip and no receipts required) within the following limitation:

1. Meals: Full day trips \$50.00* per day

Partial day trips:

Breakfast- \$ 10.00*
Lunch - \$ 15.00*
Dinner - \$ 25.00*

*Includes tax and tip.

Meals that are included with the registration costs will be deducted from the per diem amount paid to the employee. (i.e. if lunch is provided to all attendees \$15 will be deducted from that day's per diem.)

2. Hotel: Actual cost.
3. Taxicab: Actual cost plus fifteen (15%) percent tip.
4. Tips:
Bellman – two (\$2.00) dollars for one (1) bag plus one (\$1.00) dollar per bag extra.
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 (760) 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 employees' 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.

- d. Meals for others. Employees are not authorized to purchase meals for others without prior written approval.
- e. Advances. There will be no advance allowed for a trip of one day or less or for trips where the estimated expenditures are less than forty (\$40.00) dollars. All advances must be cleared no later than the end of the month following the month in which the employee incurred the expenses or they will be deducted from pay.
- f. Drinks. Alcohol beverages are not reimbursable.
- g. Extended Travel Arrangements. Under certain circumstances with prior approval, the District may pay lodging, meals and other reasonable incidental expenses incurred at the destination required for business purposes when travel is extended for a time beyond what is normally required for such purposes (i.e., over a weekend), if the extension of time reduces the transportation costs that

would otherwise have been incurred, thereby resulting in a net cost savings overall. Whenever such situations occur, they shall be fully described on the expense claim form subsequently prepared to document the travel activity. Notwithstanding the foregoing, the District shall not pay for transportation costs other than to and from the destination required for business purposes.

8. Special circumstances.

- a. Rental vehicles. Under certain circumstances, employees may use rental vehicles at their destination. If the travel is being performed on public transportation and the rental of a vehicle is more economical than using taxicabs or shuttles, authorization may be granted by the general manager-chief engineer. Requests must be made prior to the trip. As a reminder to employees, supplemental auto insurance is not to be purchased.
- b. Excess cost. If an employee believes that the expenses incurred while traveling require special consideration because of the high cost of meals at the location or other special circumstances, the employee shall submit the justification and obtain written approval from the general manager-chief engineer prior to the travel.

Electronic Tracking Technology Policy

The Coachella Valley Water District has installed an Electronic Tracking device (GPS) on all district vehicles including pool cars. The GPS allows the District to provide for a more efficient fleet operation, improved employee safety, and better customer service. Heavy equipment (i.e. backhoes, loaders) have been excluded. An Electronic Tracking Technology (GPS) is used to monitor location, elevation and speed of District vehicles.

Weekly reports are generated that provide a supervisor with information regarding number of miles and route traveled, the speed of the vehicle, and idling time. This GPS system will alert supervisors if an employee is travelling at excessive speeds at that moment in time.

All District employees are expected to operate district vehicles in compliance with all state and local laws. Employees are to travel at a safe speed in accordance with posted speed limits. Vehicles should not idle more than 15 consecutive minutes.

The following will be used to determine any potential disciplinary action. Occurrences will be counted on a rolling year basis:

Speed:

- 7-9 mph over posted speed limit < 5 occurrences in one calendar month- verbal coaching
- 7-9 mph over posted speed limit > 5 occurrences in one calendar month- progressive discipline
- 10+ mph over posted speed limit > 3 occurrences in one calendar month – progressive discipline
- 20+ mph over posted speed limit, one occurrence – progressive discipline

Progressive discipline may be applied if more than 3 verbal coachings are given in any 12 month period.

Idling:

- Exceeds 15 minute interval at any given time more than twice in one week-coaching
- Exceeds 15 minute interval at any given time more than three times in a week-progressive discipline

Idling exceptions only under the following conditions:

Unless necessary for completing District work that requires engine powered equipment or required by traffic conditions. This includes Mobile Data Terminals.

To avoid cases of heat illness, employees may idle vehicles as needed. Any such use must be reported to the employee's supervisor before the end of the work day, and such use must be in compliance with District Safety training.

Misuse of vehicle:

- Out of assigned area once a month- coaching
- Out of assigned area more than once a calendar month- progressive discipline

This document was prepared highlighting the most common causes of disciplinary action that are anticipated. Information acquired by the District using the Electronic Tracking Technology may be used as evidence in disciplinary action for any violation of District Rules, Regulations or any law, whether or not the violation was expressly discussed in this document.

Employees are prohibited from altering or attempting to interfere with signal, alter or disable the Electronic Tracking Device.

Motor Vehicle Safety Policy - Cell Phone Policy

The following policy addresses key areas of motor vehicle safety: Seat Belt Use, Distracted Driving (Cell Phones and Electronic Devices), Personal Cell Phones, Pagers, and Walkie-Talkie Phones, Defensive Driving; and Driving Under the Influence.

SEAT BELTS: District employees are required to wear seatbelts while operating or riding in any District motor vehicle at any time or location. California Vehicle Code Section 27315, better known as the Mandatory Seat Belt Law states in part: ***"A person shall not operate a motor vehicle unless that person and all its passengers 16 and over are properly restrained by a safety belt"***. Please buckle up for safety and encourage fellow employees to follow this law and policy. Seatbelts save lives.

DISTRACTED DRIVING (DISTRICT CELL PHONES AND ELECTRONIC DEVICES):

While operating a motor vehicle, employees may not use personal cell phones or other mobile electronic devices. This includes, but not limited to, answering or making phone calls, engaging in phone conversation, reading or responding to e-mails or text messages, adjusting a Global Positioning System (GPS), and accessing the internet or files. If you use a District cell phone, you may use a hands free speaker or Bluetooth earpiece, but it is desirable and recommended you not take any calls or pull over safely to the side of the roadway to make or take a call. Safety of our employees and the public is priority. Using a cell phone adds to the chance of being in a crash.

These restrictions do not apply to calls made to report an emergency. In all cases, all cautionary measure should be practiced, especially your own personal safety.

District employees are required to:

- Consider turning off, putting to silent or vibrate phones or other devices before starting the vehicle.
- Pull over to a safe place and put the vehicle in "PARK" if a call must be made or received while on the road. No call is worth the risk.
- Consider modifying your voicemail greeting to indicate that you are unavailable to answer calls or return messages when driving.
- Inform associates, employees, and clients of the District policy as an explanation of why calls may not be returned immediately.
- Pull over to a safe place and put the vehicle in "PARK" to make adjustments to a Global Positioning System (GPS) or other navigation device.
- Do not send, read, or respond to text messages when driving a vehicle. A split second off your only task that matters when driving a vehicle can be the cause of an accident.
- Employees are not to send, read, or respond to electronic mail (email) or text messages.
- Employees are not to take notes or look up phone numbers. Eyes should be on the road at all times.
- For Mobile Data Terminal use; employees must not use the terminal while the vehicle is in motion. This includes reading the screen.

PERSONAL CELL PHONES, PAGERS AND “WALKIE TALKIE PHONES”:

- Personal cell phones and pagers should be either turned off or on silent mode during working hours.
- Use of a personal cell phone for texting should be limited to non-working time.
- Employees are prohibited from using the photo feature on camera cell phones on the District premises or whenever the employee is conducting District business, unless the photos are to be used for District business.

DEFENSIVE DRIVING: District employees are expected to drive defensively at all times and obey all traffic laws. This includes adherence to all speed limits, traffic signals, and signs. Defensive drivers are able to avoid dangers on the road by using safe driving practices such as these:

- Be prepared to react to other drivers that may not be driving safe.
- Drive with courtesy and respect other users of the roadway.
- Plan ahead for the unexpected.
- Be able to control speed.
- Be aware of driving in special road and weather conditions.
- Be alert and avoid distractions, e.g., cell phones, eating, and radio distraction.
- Do not expect the other driver to do what you think he or she should do.

DRIVING UNDER THE INFLUENCE: Driving under the influence of alcohol and drugs is against the law and is never allowed.

The District is concerned about the safety and wellbeing of its employees. As a public agency, it is important that we serve as role models and display safe behavior on the road at all times. We are holding employees to the highest standard of safety when behind the wheel of a vehicle.

Violations of this policy are serious and may result in discipline up to and including termination.

WORKPLACE VIOLENCE POLICY

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

DEFINITION:

- A. Workplace violence includes, but is not limited to, the following:
- B. Threats of any kind with intent to harm.
- C. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- D. Causing physical injury to another person
- E. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures;
- F. Defacing District property, causing physical damage to the facilities; or property of another individual
- G. Committing acts motivated by or related to sexual harassment or domestic violence
- H. Bringing weapons of any kind on District premises, in District vehicles, in private vehicles parked in District parking lots, or while conducting District business. This includes, but not limited to firearms, knives (pocket and utility knives excluded), club, explosives, and incendiary devices.

REPORTING

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify their Supervisor, Department Head or Human Resources immediately.

If an incident involves an emergency and requires the direct intervention of law enforcement or emergency medical services, immediately call Supervisory Control at extension 2300.

Further, employees should notify Human Resources if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

INVESTIGATION

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety.

Knowingly and intentionally making false accusations is prohibited.

The District will not tolerate retaliation against any employee who reports workplace violence.


CORRECTIVE ACTION AND DISCIPLINE

If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on offending employees up to and including termination.

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 ACVWDM.

Coachella Valley Water District

Association of Coachella Valley Water District Managers



Jim Barrett
General Manager

12.19.13

Date



Patti Reyes
ACVWDM Representative

12/19/13

Date



Kris Hopping
Senior Human Resources Specialist

12-20-13

Date



Dan Farris
ACVWDM Representative

12/19/13

Date



Kay Godbey
ACVWDM Representative

12/19/13

Date