

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**LAKE ARROWHEAD COMMUNITY  
SERVICES DISTRICT**

**AND THE**

**UTILITY WORKERS UNION OF AMERICA,  
LOCAL 557**

**COVERING THE PERIOD OF  
OCTOBER 1, 2020  
THROUGH  
SEPTEMBER 30, 2023**

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## **SECTION 1.0**

### **GENERAL**

#### **1.1 Adoption**

This Memorandum of Understanding (MOU) has been unanimously approved by the Board of Directors of the Lake Arrowhead Community Services District (District) on September 22, 2020.

#### **1.2 Purpose**

This MOU defines the obligations, rights, privileges, benefits and prohibitions placed upon Bargaining Unit employees in the District service.

#### **1.3 Applicability**

This MOU shall apply to all Bargaining Unit employees.

#### **1.4 Administration**

Such person or persons designated by the Board of Directors shall be responsible for the overall administration of this MOU.

#### **1.5 Violation**

Violation of the provisions of this MOU shall be grounds for disciplinary action.

#### **1.6 Fair Employment**

**1.6.1** The District is committed to providing equal opportunity in all of its employment practices pursuant to state and federal law, including, but not limited to, recruitment, selection, hiring, promotion, training, transfer, disciplinary actions, benefits and compensation. This applies to all applicants, employees, and others involved in the operations of the District without regard to: race, color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sex stereotype, sexual orientation and transgender) national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, status as a victim of domestic violence, sexual assault or

stalking, enrollment in a public assistance program, holder of a driver's license issued under section 12801.9 of the Vehicle Code, or any other basis protected by local, state, or federal laws.

- 1.6.2** Reasonable Accommodations. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the District would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Human Resources representative and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The District then will conduct an interactive process meeting (which may include investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job). The District and the applicant or employee will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the District will provide the appropriate accommodation.

## **1.7** **Definitions**

Certain terms used in this MOU shall be defined as follows:

- 1.7.1** **Anniversary Date.** The date an employee is hired by the District.
- 1.7.2** **Appointment.** The placement of a certified candidate into a position within the District service.
- 1.7.3** **Bargaining Unit Employee.** All full-time employees of the District, except elected officials, Board appointees, the General Manager, confidential employees, Department Heads, Supervisors, employees included in other recognized bargaining units, appointed officers serving without compensation and all temporary, provisional, seasonal and part-time employees as defined herein. In this MOU, the term "Employee" shall be considered synonymous with "Bargaining Unit Employee", unless otherwise noted.
- 1.7.4** **Board.** The Board of Directors of the Lake Arrowhead Community Services District.

- 1.7.5     **Compensation.** Salary, wages, merit pay, fees, benefits, allowances, bonuses, certain reimbursements or other moneys paid to or on behalf of an employee related to personal service provided to the District.
- 1.7.6     **Confidential Employee.** Full-time or part-time employees of the District required to work in a confidential role, reporting directly to the General Manager or a Department Head.
- 1.7.7     **Demotion.** The movement of an employee from one position to another position, which has a lower status, lesser duties and responsibility and/or a lower maximum rate of pay and/or benefits.
- 1.7.8     **Department Head.** An individual appointed by the General Manager to oversee a Department of the District.
- 1.7.9     **Department Policies and Procedures.** District authorized policies and procedures created for a specific Department, which must be followed by all employees in that Department.
- 1.7.10    **District Policies and Procedures.** District authorized policies and procedures created for the entire District, which must be followed by all employees in the District.
- 1.7.11    **District Service.** Employment within the District.
- 1.7.12    **Employee.** An individual appropriately appointed to a position within District service, as identified in *Bargaining Unit Employee* above.
- 1.7.13    **Employee Handbook.** A document comprising Board adopted employment policies and District authorized employment procedures, which provide for a system of personnel management for District service.
- 1.7.14    **Employment Date.** For retirement, medical leave and other benefit purposes, the effective date of an employee’s initial appointment to a full time or regular part-time position within District service.
- 1.7.15    **Full-Time Employees.** An employee who is regularly scheduled to work and who regularly does work a schedule of 40 hours per week, or 80 hours per two-week period.
- 1.7.16    **General Manager.** The person who is appointed and authorized by the Board of Directors to perform overall managerial duties and functions at the direction and support of the District.



- 1.7.17 **Immediate Family.** Employee's spouse, children (including step-children), parents (including step-parents), brothers, sisters (including step-brothers and step-sisters), grandfather, grandmother, present father-in-law, present mother-in-law, aunts, uncles and grandchildren.
- 1.7.18 **Incumbent.** A person employed by the District and occupying a full time position at any given time.
- 1.7.19 **Introductory Period.** A designated period of employment in a District position following a newly hired employee's appointment.
- 1.7.20 **Introductory Status.** The status of an employee in a District position who has not yet completed the required introductory period.
- 1.7.21 **Job Description.** The written description of a position, including the title; a statement of the nature of the work, examples of duties and responsibilities, essential and non-essential functions, and the qualifications that are required for the satisfactory performance of the duties of the position.
- 1.7.22 **Meet and Confer Process.** The process by which designated representatives of the District and the Bargaining Unit meet in good faith in an effort to negotiate a settlement to an issue.
- 1.7.23 **Part-Time Employee.** An employee who is regularly scheduled and regularly works for no more than thirty (30) hours per week.
- 1.7.24 **Personnel Officer.** The District General Manager or his/her designee in charge of personnel administration for the District.
- 1.7.25 **Position.** A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full or part-time services of one (1) employee.
- 1.7.26 **Position Title.** The title assigned to any particular position and used for reference to that position.
- 1.7.27 **Promotion.** The movement of an employee from one position to another position, which has a higher status, greater duties and responsibility and/or a higher maximum rate of pay.
- 1.7.28 **Rejection.** Involuntary separation of an employee from service during the introductory period, or the involuntary return to a prior employment position during a promotional or transfer trial period.
- 1.7.29 **Resignation.** Voluntary termination of employment by an employee.

- 1.7.30**     **Salary Schedule.** A schedule identifying salary grades and levels for each employee position.
- 1.7.31**     **Seniority.** Total amount of actual continuous District service, Department service, or service in a specific position, excluding approved leaves of absence without pay in excess of thirty (30) days, but including leaves of absence for service in the armed forces of the United States of America. The length of District service is based on continuous service following an employee’s date of employment. The length of Department service is based on continuous service following an employee’s anniversary date for his/her first Department position. The length of service in a specific position is based on continuous service following an employee’s anniversary date for that position.
- 1.7.32**     **Staff Organization Structure.** The District authorized staffing structure, identifying all existing employee positions, organized by District Departments.
- 1.7.33**     **Supervisor.** The designated person to whom an employee reports for work assignments and direction.
- 1.7.34**     **Suspension.** The temporary removal of the employee from his/her duties, with or without pay, for disciplinary or pre-disciplinary investigation purposes.
- 1.7.35**     **Temporary Employee.** An employee appointed to a position for a temporary period of time.
- 1.7.36**     **Termination.** The separation of an employee from District service by the District within the provisions of this MOU.
- 1.7.37**     **Transfer.** The reassignment of an employee within a department or between departments from one position to another position.
- 1.7.38**     **Trial Period.** A designated period of employment in a District position following transfer or promotion.
- 1.7.39**     **Trial Status.** The status of an employee in a District position who has not yet completed the required trial period.
- 1.7.40**     **Union.** Utility Workers Union of America Local 557, or its successor.
- 1.7.41**     **Union Representative.** A person designated by the Union in writing to represent it in investigatory and disciplinary proceedings and the grievance procedure.

**1.7.42**     **Vacancy.**    A newly created or established position which is not occupied and for which moneys have been appropriated. Vacancies may or may not be filled at the discretion of the District.

## SECTION 2.0

### EMPLOYMENT

#### 2.1 In-House Recruitment for Transfers and Promotions

- 2.1.1** Whenever a new position is created or a vacancy occurs in an established position, the District shall post a notice, advising employees of the existence of such new position or vacancy, along with the Job Description for the position. The posting shall remain on the appropriate bulletin board provided at each District facility for a period of no less than five (5) working days. Such posting may not occur if a hiring list, as identified in Section 2.1.8, is being used to fill the position. In addition, the District at its discretion may choose not to fill the vacancy.
- 2.1.2** All employees wishing to fill the new position or vacancy will submit a job application or letter of interest with qualifications for the position, and a current resume if one is available, to Human Resources.
- 2.1.3** Human Resources and the Department Head will evaluate and select applicants who possess the minimum qualifications. Minimum qualifications will be based on the Job Description for the position to be filled. The District will consider factors including the employee's training, safety record, job performance and experience to determine if the employee is qualified for the position.
- 2.1.4** Applicants will be reviewed and screened by Human Resources based on the criteria in section 2.1.3. The hiring Department Head will review and confirm, through consultation with Human Resources, the pool of applicants to proceed further in the selection process (testing and interview).
- 2.1.5** At the discretion of the District, a specified period of time may be provided following the transfer or promotion to allow an employee to obtain the licensing and certification required for the position. If such a time period is to be considered, it will be noted in the original job announcement.
- 2.1.6** The pool of applicants selected as described in Sections 2.1.3 and 2.1.4 will be invited to participate in an evaluation process consisting of a written test and an oral interview conducted and monitored by Human Resources.
- 2.1.7** All applicants selected will participate in the written test. Only those applicants scoring at least 70 percent on the written test will be invited

to participate in the oral interview. Both the written test and oral interview results will each be scored on a scale from 0 to 100. The written test score plus the oral score will then be combined. Any candidate with a combined score of 70 percent or greater will be considered eligible for the promotion or transfer. Employees, at their option may review written and oral test scores with Human Resources.

**2.1.8** A hiring list, consisting of employees with a combined written test score and oral interview score of 70% or greater, with ranking based on the combined score, will be maintained for a six (6) month period and will be used to fill future vacancies of the same position during that period. If more than one candidate has the same score, District seniority will be the determining factor in accordance with the Employee Handbook.

**2.1.9** Before hiring any non-employee of the District to fill the available position, the General Manager will give first consideration to current employee applicants. However, if no employee applies for the position, or if no employee applicant is considered by the District to be eligible for the available position, an outside recruitment will be conducted to fill the position.

## **2.2 Introductory Period – New Hires**

**2.2.1** All original appointments shall be tentative and subject to an introductory period of twelve (12) consecutive months' service. At the discretion of the District, the introductory period may be extended; however, no introductory period shall be extended beyond twenty-four (24) months total. The employee shall be notified in writing of an extension and the reasons therefor.

**2.2.2** The introductory period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for introducing a new employee to his/her new position.

**2.2.3** During the introductory period an employee may be rejected at any time by the General Manager without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the introductory employee, and a copy filed with the Human Resources Department.

**2.2.4** Completion of the introductory period does not entitle an employee to remain employed by the District for any definite period of time, subject to the terms of this MOU.

## **2.3 Trial Period – Transfer or Promotion**

- 2.3.1** All transfer or promotional appointments will be subject to a twelve (12) week trial period. At the discretion of the District, the trial period may be extended; however, no trial period shall be extended beyond eighteen (18) weeks total. The employee shall be notified in writing of an extension and the reasons therefor.
- 2.3.2** Any employee rejected by the District during the trial period following a transfer or promotional appointment, or any employee who elects to reject the appointment during the trial period following a transfer or promotional appointment, will be reinstated to his/her original position.
- 2.3.3** The trial period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for introducing a transferred or promoted employee to his/her new position.
- 2.3.4** During the trial period an employee may be rejected for the transfer or promotional position at any time by the General Manager without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the employee and a copy filed with the Human Resources Department. However, nothing in this paragraph will prevent the District from returning the employee to his/her original position, or from administering appropriate disciplinary action against an employee during said trial period in a manner consistent with this MOU.
- 2.3.5** Upon successful completion of the trial period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall be so informed through his/her supervisor.

## **2.4 Acceptance of this MOU**

In accepting employment with the District each employee agrees to be governed by and to comply with this MOU, the Employee Handbook, District Policies and Procedures and Department Policies and Procedures. All employees holding a position in the District service on the effective date of this MOU shall thereafter be subject in all respects to the provisions herein. Each employee shall be required to review this MOU and certify in writing that he/she has done so.

## **2.5 Union Dues**

- 2.5.1** The District shall have exclusive right to payroll deduction of dues for its employees covered by this MOU.

Following receipt of written certification from the Union that it has and maintains voluntary dues deduction authorization forms from members in the Union, the District shall make payroll deductions and transmit monthly to the Union dues in an amount to be determined by the Union and communicated to the District annually. Membership dues deductions shall be made in equal amounts each payroll period for the member employees identified by the Union, and a check for the total deductions shall be submitted to the Union monthly.

The written certification from the Union for Union dues deductions shall remain in full force and effect, unless revoked in accordance with its terms by written notice from the employee to the Union. Employee requests to cancel membership dues deductions must be directed to the Union. The Union agrees to process employee revocation requests, or other requests by employees for alterations to their deductions, within ten (10) business days of receipt, and to promptly notify the District of Union-approved changes thereafter. Upon written notification from the Union that an employee has properly revoked or altered membership dues deductions, the District shall accordingly cease or alter, within thirty (30) calendar days, Union dues deductions from the employee's paycheck.

An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no dues deduction will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, will not have dues deducted. All other legal and required deductions (including healthcare deductions) have priority over Union dues. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues.

**Hold Harmless:** The Union shall indemnify, defend, and hold harmless the District, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section, as long as the District has complied with the provisions of this Section.

The District will notify the Union not less than ten (10) calendar days prior to a new employee orientation and provide the Union an opportunity to meet with the employee.

**2.5.2 Indemnification.**

The Union shall indemnify, defend and hold the District harmless against any liability arising from any claims, demands or other action relating to the District's compliance with the Agency fee obligation.



## SECTION 3.0

### STAFF ORGANIZATION STRUCTURE

#### 3.1 General

- 3.1.1** A Staff Organization Structure, as adopted and amended by the Board of Directors, appears as Exhibit A to this MOU. The Staff Organization Structure identifies positions in the District service by position title and according to applicable District Department. Positions are further defined by position Job Descriptions. All Job Descriptions shall be written in a comparable fashion.
- 3.1.2** The Staff Organization Structure may be modified by action of the Board whenever determined necessary by the District. Such modification shall be subject to a prior meet and confer process with the Union when the modification is within the scope of representation and the Union makes a request to meet and confer regarding the modification.
- 3.1.3** Positions with similar duties, responsibilities, authority and character of work will receive similar compensation, when appropriate.
- 3.1.4** Copies of the Staff Organization Structure and of Job Descriptions for individual positions shall be available in the Human Resources Department.

#### 3.2 Position Titles and Job Descriptions

- 3.2.1** The Staff Organization Structure shall include position titles and shall refer to written position Job Descriptions for the various positions. Position titles shall refer to positions, not to the individual filling a position, and shall be used in all personnel, budget and financial records. Job Descriptions for employee positions will be incorporated by reference in the Employee Handbook and will be posted on the District's intranet.
- 3.2.2** Each position shall have a Job Description that includes the following sections:
- Definition
  - Supervision Received and Exercised
  - Position Characteristics
  - Essential and Non-Essential Functions
  - Qualifications
  - Experience/Education
  - License and Certification

- Physical, Mental and Emotional Requirements

**3.2.3** Position Job Descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignment. Position Job Descriptions shall not be interpreted as restricting the right of management to change the duties and responsibilities of any position. However, any substantial changes shall be subject to a prior meet and confer process with the Union.

### **3.3 Position Modification or Elimination**

**3.3.1** Positions and related Job Descriptions and compensation may be modified whenever the duties of the position change materially, subject to a prior meet and confer process with the Union.

**3.3.2** Positions may be eliminated, at the District's discretion, subject to a prior meet and confer process with the Union.

### **3.4 New Positions**

The Human Resources Department shall be responsible for keeping the Staff Organization Structure current through periodic studies of the positions within the District service. The Personnel Officer may create new positions as required and create new related Job Descriptions and determine the level of compensation, subject to a prior meet and confer process with the Union for those positions and/or work within the Bargaining Unit.

## SECTION 4.0

### EMPLOYEE STATUS

#### 4.1 Transfers

- 4.1.1** An employee may apply to transfer from one Department to another, when a new position is created, or a vacancy occurs. However, no employee will be considered for a transfer to a position for which he/she does not possess the minimum qualifications.
- 4.1.2** Requirements and procedures for transfer are addressed in Section 2.1, In-House Recruitment for Transfers and Promotions.
- 4.1.3** Transferred employees will be subject to the trial period identified in Section 2.3, Trial Period – Transfer or Promotion.
- 4.1.4** Out-of-class pay may be provided whenever the needs of the District make it necessary to require an employee to temporarily perform the duties of a different classification.

Upon written approval by the General Manager, a Department Manager may reassign an employee to perform the duties of a different classification when a position is vacant, or in the absence of the incumbent for a period of five (5) or more days. In no event will the reassigned employee work out of his position for more than 30 days.

If the reassigned employee is temporarily transferred to a lower-paid position than his/her normal position, the employee shall be paid at the rate of his or her permanent position for the duration of the reassignment. If the reassigned employee is temporarily transferred to a higher paid position than his/her normal position, after ten (10) days, the employee shall be paid at the higher rate of pay assigned to the position for the duration of the reassignment.

- 4.1.5** Transfers shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided herein.

#### 4.2 Promotions

- 4.2.1** When it is in the best interest of the District service, job vacancies may be filled by promoting qualified employees with the District service.

4.2.2 Requirements and procedures for promotion are addressed in Section 2.1, In-House Recruitment for Transfers and Promotions.

4.2.3 Nevertheless, the District may recruit applicants from outside the District service whenever it has a reason to believe that better qualified applicants are available outside the District service. The District will fill the vacancy with the person who it considers to be the best candidate.

4.2.4 Promoted employees will be subject to the trial period identified in Section 2.3, Trial Period – Transfer or Promotion.

### 4.3 Demotions

4.3.1 The General Manager may demote an employee for any of the following reasons:

4.3.1.1 When an employee's ability to fulfill all requirements of the position job description falls below standard.

4.3.1.2 When an employee's job performance falls below standard due to failure to comply with all requirements of the MOU, Employee Handbook and District Policies and Procedures.

4.3.1.3 When the need for the position which an employee fills no longer exists.

4.3.1.4 When an employee requests such demotion.

4.3.2 No employee shall be demoted to a position for which, in the District's discretion, he/she does not possess the minimum qualifications as defined in employee job description. Written notice of demotion shall be given to an employee at least ten (10) days before the effective date of the demotion. An employee may appeal such action pursuant to Section 11.0.

### 4.4 Layoffs

4.4.1 **Determination:** Whenever, in the judgement of the General Manager it becomes necessary, the General Manager may lay off an employee because of material change in duties or organization, or shortage of work or funds.

4.4.2 **Authority:** Upon determination by the General Manager that layoffs or a reduction in force are necessary, the General Manager shall

prepare a reorganization plan, which shall include the positions to be laid off and/or eliminated. The Board of Directors shall approve the reorganization plan.

**4.4.3 Criteria:** In considering and determining which employees will be laid off, the District will utilize factors including a combination of:

1. documented performance, including discipline (maximum of a 7-year lookback period subject to the discretion of the General Manager)
2. needed future skills
3. supervisory input
4. seniority

All factors will be equally weighted in terms of determining the positions or classifications to be laid off. The District may, however, retain an employee due to that employee's special testing, ability, knowledge or experience provided said skills, as determined in the discretion of the General Manager. In the event of a tie affecting two or more employees, the employee with the lowest performance rating shall be laid off first.

Laid off employees may displace employees in lower or lateral classifications in which the affected employees had previously acquired permanency and where an employee with lesser seniority would otherwise be returned.

**4.4.4** The parties agree that either side may request to reopen the meet-and-confer process regarding this Section 4.4, Layoffs. Such request may be made at any time after October 1, 2017, and shall be submitted in writing by the party requesting the reopener. Upon receipt of the request, the parties agree to schedule a meet-and-confer session within 14 calendar days.

## **4.5 Termination**

**4.5.1** An employee may be terminated at any time as a result of disciplinary action as provided in Section 10.0.

**4.5.2** Part-time, temporary and employees serving an introductory period serve at-will and may be terminated by the District at any time, with or without cause.

#### **4.6 Resignation**

To resign in good standing, the District requests that all employees give the General Manager no less than two (2) weeks prior notice, unless the General Manager requests or agrees to a shorter period of notice because of extenuating circumstances. The notice of resignation shall be in writing and contain the reasons for leaving the District service. Once submitted, a resignation may only be withdrawn with the approval of the General Manager. Employees who have submitted their resignations may be placed on paid administrative leave by the General Manager.

#### **4.7 Retirement**

Any employee eligible for retirement and wishing to retire shall notify the General Manager in writing of his/her intention to retire at least thirty (30) days prior to the effective date of his/her retirement. (Personal emergencies which may force retirement more abruptly will not require the thirty (30) day notice.) District employees shall be retired from District service according to the California Public Employees Retirement System (CalPERS). No employee shall be forced to retire if such forced retirement violates then-existing Federal, State and/or Local government laws pertaining to the retirement rights of individuals. An employee has the right to retire voluntarily at any time under the provisions of CalPERS.

#### **4.8 Temporary Employees**

Temporary employees are hired or appointed to fill short-term needs of the District. No temporary employee will generally be allowed to work more than 1,000 hours in any 12-month period. However, any employee working more than 1,000 hours may be entitled to certain benefits, as required by law.

**4.8.1** If an employee converts (is changed from temporary to regular status without a break in service or with a break in service of 30 days or less) to regular employee status, the employee's anniversary date, for purposes of eligibility of future salary grade increases and eligibility for on-call service (subject to Section 5.4.2) will be the employee's most recent date of hire as a temporary employee.

## SECTION 5.0

### COMPENSATION

#### 5.1 Salary Schedule

- 5.1.1 An employee Salary Schedule, identifying salary grades and levels for employee positions appears as Exhibit B to this MOU.
- 5.1.2 The Salary Schedule may be updated, based on such factors as the prevailing rates of pay for similar positions in similar agencies and the current costs of living.
- 5.1.3 The Salary Schedule for positions and/or work within the Bargaining Unit may be amended, subject to the meet and confer process between the District and the Bargaining Unit employees, associated with the renegotiation of this MOU.

#### 5.2 Hours of Work

The work standard work week is a seven (7) day work period which shall begin at 12:00 a.m. Saturday and shall end the following Friday at 11:59 p.m. However all employees working a 9/80 work schedule shall have an FLSA work week (in accordance with 29 C.F.R. sec 778.105) which begins four hours after the start time of the day of the week which constitutes the employee's alternating regular day off. The workweek shall end exactly 168 hours later. Any employee converting to a 9/80 alternative schedule or changing their work week will need to do so at the beginning of the pay period. The pay period is a fourteen (14) day work period which shall begin at 12:00 a.m. Saturday and shall end the following Friday at 11:59 p.m. and payday will be the second (2<sup>nd</sup>) Wednesday following the end of each and every pay period. Employees required by the nature of their job to work a period of time greater than that defined herein shall be compensated for hours in excess of the full-time work week on the basis of, and in accordance with, the provisions set forth herein relating to overtime, unless otherwise provided herein.

#### 5.3 Work Schedule

The General Manager shall authorize regular working schedules for all employees based upon recommendations submitted by Department Heads. The General Manager may alter employee schedules from time to time as the needs of the Department may require and upon the recommendation of the Department Head. Schedule changes must be in keeping with the intent of the MOU. The General Manager will provide at least 60 days' written notice if he/she proposes to change the work schedule, except in cases of a temporary change or changes due to an

emergency. Prior to implementing the change, the Union will have an opportunity to make a presentation to the General Manager if they do not believe that the change is appropriate.

#### **5.4 On-Call**

- 5.4.1** One Field Operations employee and one Operations Department employee will be placed on on-call status during all unmanned hours for their respective Departments. The Field Operations employee will be responsible to go on-call at the end of the work day during the work week (Monday – Friday). Weekends will remain status quo (24-hours a day). Any future changes to this shall be by meet and confer.
- 5.4.2** The employee on-call must, in the determination of his/her Department Head, be qualified to perform all essential emergency response for his/her Department.
- 5.4.3** The employee on-call must provide the initial physical response to an emergency call-out for his/her Department.
- 5.4.4** The employee on-call is not required to remain on the District's premises. However he/she must remain within thirty (30) minutes' travel time away from the employee's regular assigned facility.
- 5.4.5** The employee on-call is free to engage in his/her own pursuits, but is responsible for remaining constantly available for communication by the District. Employees on-call who are not available or responsive to calls are subject to disciplinary action.
- 5.4.6** During the period of time an employee is on-call, he/she will comply with the District's Substance Use Policy and will not consume alcoholic beverages or engage in other substance use or abuse as precluded therein. Failure to comply with this section may lead to disciplinary action up to and including termination.
- 5.4.7** The employee may perform outside activities while on-call, so long as such activities do not interfere with his/her ability to immediately respond to a call-out. Employees are allowed de minimis personal use of their District vehicles provided for on-call duties. However, at no time should such use include any non-District employees (including family members).
- 5.4.8** When an employee is called out on a job assignment, all time worked shall be compensated pursuant to Section 5.7.9 of this MOU and all such time actually worked when called-out will be included as hours worked for overtime purposes under Section 5.7. On-call hours paid



for, but not actually worked, will not be included as hours worked for overtime purposes.

**5.4.9** Compensation for on-call will be seven hundred dollars (\$700) per week and any partial week will be prorated at one hundred dollars (\$100) per day.

**5.4.10** Employees who are serving on-call duty shall be subject to disciplinary action if they cannot be located.

## **5.5 Pay**

If a regular payday falls on a holiday, employees will be paid on the preceding work day. Overtime pay shall be paid in the pay period following the pay period in which the overtime work was performed. Employees shall receive their payroll checks in a sealed envelope or by direct deposit, if available.

## **5.6 Criteria for Level Advancement**

**5.6.1** Salary steps for each salary grade are identified in the Salary Schedule.

**5.6.2** A criteria for employees to advance from step to step within a salary grade (Criteria for Level Advancement) shall be defined for each position.

**5.6.3** The Criteria for Level Advancement shall identify for each position the skills, certification, experience and job performance standards which an employee must meet in order to advance to the next step in a salary grade.

**5.6.4** The Criteria for Level Advancement shall allow for a single level advancement each year, up to the top level in his/her position, if the General Manager determines that an employee has demonstrated satisfactory job performance that merits such level advancement.

**5.6.5** The Criteria for Level Advancement shall allow for greater than a single level advancement each year, up to the top level in his/her position, if the General Manager determines that an employee has demonstrated suitable extraordinary job performance to merit such advancement.

**5.6.6** Each employee eligible for advancement will be evaluated by his/her Supervisor annually, by his/her anniversary date, to determine if he/she is qualified for level advancement. Evaluations shall be in writing, reviewed with the employee and a copy will be provided to the employee.

- 5.6.7** If the employee is qualified for level advancement, upon approval by the General Manager, the employee will receive a level advancement on his/her anniversary date.
- 5.6.8** In case of a promotion, the employee shall be entitled to a minimum of a 5 percent increase if such increase will not result in a salary rate in excess of the top step of the class to which he/she is promoted.
- 5.6.9** An employee who is being paid on a salary step higher than the Level "1," may be reduced by one or more levels on the basis of unsatisfactory work performance as determined in the discretion of the General Manager.
- 5.6.10** An incumbent employee reassigned from his/her position to a position with a lower salary grade shall retain his/her rate of pay for purposes of merit pay increases, or shall be placed in the level of the lower salary grade closest to his/her rate of pay.
- 5.6.11** An employee shall not receive a salary greater than the top step for the position to which he/she is reassigned.
- 5.6.12** An employee that does not meet the minimum criteria for the position and salary step to which he/she is reassigned will be provided 18 months to meet such criteria. If after 18 months the employee does not meet the minimum criteria, he/she may be terminated at the General Manager's discretion.

**5.7 Overtime/Shift Differential**

- 5.7.1** Subject to approval by the General Manager and to the following provisions, a Department Head may prescribe reasonable periods of overtime to meet the operational needs of his/her Department. All overtime shall be authorized by the employee's immediate supervisor, or designee, or if not available, the Department Head.
- 5.7.2** The District will attempt to distribute overtime equally to all qualified and available employees.
- 5.7.3** Overtime is defined as all hours worked in excess of forty (40) hours in one workweek.
- 5.7.4** Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked in excess of forty (40) hours in a workweek.

- 5.7.5** Hours of unpaid leave shall not be considered “hours worked” in determining eligibility for time and one-half compensation.
- 5.7.6** Recognized holidays, scheduled vacation days, paid sick leave and floating holidays will be calculated as time worked in computing overtime.
- 5.7.7** An employee called to work in case of an emergency shall be entitled to a minimum of two (2) hours pay for the first call out only. For the remainder of that day, all calls out shall be a one (1) hour minimum and all subsequent overtime shall be in one (1) hour increments.
- 5.7.8** Employees who are regularly scheduled to work on a swing shift (3:00 p.m. to 11:00 p.m.) shall receive an hourly pay premium in an amount equal to five percent (5%) of the employee’s wage rate per hour. Those on the graveyard shift (11:00 p.m. to 7:00 a.m.) shall receive an hourly pay premium in an amount equal to seven and one-half (7.5%) of the employee’s wage rate.
- 5.7.9** Employees shall be compensated at two times their regular hourly rate for all overtime hours worked in excess of twelve (12) hours in one work day. The employee’s shift starting time will determine the “day” for purposes of overtime eligibility. Employees shall be responsible for notifying their Department Supervisor and General Manager before working more than twelve (12) hours in one day. Employees working more than twelve (12) hours in one shift shall be provided a nutritious meal or meal allowance of Twenty Dollars (\$20.00). The employee’s supervisor will determine whether to provide the meal or the allowance. Meal allowance will be paid once every two weeks.
- 5.7.10** Employees working on the seventh consecutive day in a seven-day work week shall be compensated at two times their regular hourly rate, after having worked eight hours on that seventh consecutive day.
- 5.7.11** The Union and the District will work cooperatively to implement new programs on a pilot basis that will decrease the amount of overtime costs. For example, they will look at decreasing the number of employees on-call.

**5.8 Compensatory Time Off (CTO)**

- 5.8.1** Employees may elect to take CTO in lieu of cash payment for overtime or on-call work. For overtime worked, CTO is accrued at a rate of one and one-half (1.5) times the actual overtime hours worked. For on-call work, CTO will be equal to on-call pay divided by the employee’s regular hourly rate of pay.

**5.8.2** Maximum CTO accrual shall be eighty (80) hours.

**5.9** **Longevity pay**

**5.9.1** For current employees who have long standing service with the District, the District will provide Longevity Pay. Longevity pay shall be provided annually as follows: on the regular payment cycle following anniversary dates of hire, employees will be entitled to the following annual payments, at the rate of pay in effect on each respective anniversary date:

**5.9.1.1** Completion of 84 months (7 years) 1.0 week's pay

**5.9.1.2** Completion of 120 months (10 years) 1.5 week's pay

**5.9.1.3** Completion of 180 months (15 years) 2.0 week's pay

**5.9.1.4** Completion of 240 months (20 years) 2.5 week's pay

**5.9.1.5** Completion of 300 months (25 years) 3.0 week's pay

## **SECTION 6.0**

### **BENEFITS**

#### **6.1 General**

Employees shall be entitled to certain benefits of economic value in addition to salaries, economic incentives, holidays, vacations, etc. as provided for herein. Said benefits of understanding between the District and employee organizations are subsequent to meeting and conferring. Changes necessitated by law are not subject to the meet and confer process.

#### **6.2 Medical, Dental and Vision**

- 6.2.1** The District agrees to pay 92.5 percent of the premium cost for the employee and enrolled dependents in the District's EPO or HMO medical and dental insurance plans and employees will pay the remaining 7.5 percent at the selected tier. (If the District receives a credit or refund from its medical insurance carrier, 7.5 percent of such credit or refund shall be applied (on a prorata basis), to the employee's HSA account or reduction of the contribution to the medical insurance premium for employees in all other plans. It is understood that this refund or credit will be spread on a prorata basis to all employees in the District.) Employees will pay 100 percent of their vision plan if they elect to participate. Employees who select more expensive plans shall pay the difference between the District's share and the cost of such plans, in the District's I.R.C. Section 125 Plan, through payroll deduction.
- 6.2.2** Employees who provide the District proof of duplicate medical coverage shall receive Two Hundred Dollars (\$200) per month in lieu of the District contribution to medical insurance.
- 6.2.3** Modifications to the District Employee Medical Plan are subject to negotiation with the Bargaining Unit Employees representatives, except where the changes are required by law.
- 6.2.4** During periods of approved medical leave with pay, the District shall continue to pay its normal contribution for medical insurance for all employees.

### **6.3 PERS**

**Classic Tier 1: 2.5% at 55** - The District has negotiated with CalPERS to provide the "2.5% @ 55" Retirement Formula to employees that are considered classic members under the Public Employees' Pension Reform Act of 2013 (PEPRA). Classic members are defined as members of the CalPERS retirement system or any other public retirement system that is subject to reciprocity hired before October 15, 2011. Employee pays the full employee share, currently 8%.

**Classic Tier 2: 2% at 55** - The District has negotiated with CalPERS to provide the "2% @ 55" Retirement Formula to employees that are considered classic members under the Public Employees' Pension Reform Act of 2013 (PEPRA). Classic members are defined as members of the CalPERS retirement system or any other public retirement system that is subject to reciprocity hired after October 15, 2011. Employee pays the full employee share, currently 7%.

**PEPRA - 2% at 62** -New members under PEPRA are provided the "2% @ 62" retirement formula. New members are defined as employees who were not members of a public retirement system prior to January 1, 2013; or members of a public retirement system that were not subject to reciprocity with the new employer's plan; or anyone who was an active member of a retirement system and has a break in service six months or more. Employee pays the full employee share, currently 6.25%.

### **6.4 Life Insurance**

The District shall make available life insurance equal in value to each employee's annual base salary for all employees. This increases to twice the value of an employee's annual base salary in accordance with the provisions of Exhibit B to this MOU. The District will pay for the entire cost of all such insurance and shall otherwise provide the insurance as identified in the District Employee Life Insurance Plan in the Employee Handbook.

### **6.5 Disability Insurance**

**6.5.1** The District shall make available long-term disability insurance as identified in the District Employee Disability Insurance Plan in the Employee Handbook.

**6.5.2** Modifications to the District Employee Disability Insurance Plan are subject to negotiation with the Union representatives, except where such changes are required by law.

**6.5.3** The District will pay for the entire cost of all such insurance, excluding employee optional coverage.

**6.5.4** The District provides a short-term disability (STD) plan. Applicable law currently permits the District to make up the difference between an employee's normal salary and his or her STD benefits by supplementing the STD benefit with the employee's accrued sick leave to the extent of the difference. Employees who wish to have sick leave coordinated with STD must notify the District in writing.

**6.6 Benefit Entitlement**

The requirements for gaining entitlement to District benefits are described in each benefit plan document. The specific provisions for losing entitlement to and ceasing to accrue District benefits are described in each benefit plan document.

**6.7 Deferred Compensation**

**6.7.1** The District shall make available a matching Deferred Compensation benefit to all employees hired prior to October 1, 2012, up to three percent (3%) of base salary.

The District shall make available a matching Deferred Compensation benefit to all employees hired after October 1, 2012, up to thirty dollars (\$30) per pay period.

This benefit shall be in accordance with the District Deferred Compensation Benefit Plan in the Employee Handbook. Contributions will be made bi-weekly.

**6.7.2** Modifications to the District Employee District Deferred Compensation Benefit Plan are subject to negotiations with the Union, except where such changes are required by law.

## SECTION 7.0

### LEAVE

#### 7.1 Holidays

7.1.1 All employees of the Lake Arrowhead Community Services District, except as herein noted, shall be entitled to the following holidays:

7.1.1.1	January 1	New Years' Day
7.1.1.2	Third Monday in January	Martin Luther King Day
7.1.1.3	Third Monday in February	Presidents' Day
7.1.1.4	Last Monday in May	Memorial Day
7.1.1.5	July 4	Independence Day
7.1.1.6	First Monday in September	Labor Day
7.1.1.7	November 11	Veterans' Day
7.1.1.8	Fourth Thursday in November	Thanksgiving Day
7.1.1.9	Day after Fourth Thursday in November	Day after Thanksgiving Day
7.1.1.10	December 24	Christmas Eve
7.1.1.11	December 25	Christmas Day
7.1.1.12	One (1) floating holiday.	

Note: Departments that have a schedule other than 9/80 may have a separate holiday calendar that will be posted prior to each calendar year.

7.1.2 The specific date of the floating holiday is subject to the approval of the employee's supervisor. The floating holiday time off will be accrued on January 1 of each year.

7.1.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday



falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

- 7.1.4 If an employee actually works on holiday day, he/she shall be paid his/her straight time hourly rate of pay for the scheduled hours worked, plus one and one-half (1.5) times his/her straight time hourly rate of pay for the hours actually worked.
- 7.1.5 On a holiday the employee shall be paid at his/her straight time hourly rate of pay for the hours the employee would normally have been scheduled to work, up to ten (10) hours.
- 7.1.6 When a holiday falls on an employee's regularly scheduled day off, the employee shall take his/her regularly scheduled amount of time off (up to ten (10) hours) on a scheduled workday (within the same pay period of the holiday), subject to the approval of the employee's Department Head. If conducive to operations, the Department Head may allow comp time to be accrued in place thereof.

## 7.2 Vacations

- 7.2.1 **Accrual.** Each employee shall accrue vacation leave with pay based on months of service, as follows:

7.2.1.1	0 – 60 Months	6.67 hours per month
7.2.1.2	61 – 120 Months	10.00 hours per month
7.2.1.3	121 Months or more	13.33 hours per month

- 7.2.2 **Scheduling.** The arranging of a vacation schedule shall be the responsibility of the Department Head, primarily with particular regard for the needs of the District and secondly, insofar as possible, with the wishes of the employee. An employee shall make application for a vacation at least two (2) weeks prior to the commencement of the leave and in accordance with other leave use requirements identified in the Employee Handbook.
- 7.2.3 **Unused Accrual.** An incumbent who separates from the service of the District shall receive payment for unused vacation leave, which he/she has accrued as of the date of separation.
- 7.2.4 **Maximum Accrual.** The maximum amount at any time of vacation leave shall be one year's accrual, plus eighty (80) hours. Once this cap is reached, no further vacation will accrue until some vacation time is used. When some vacation time is used, vacation compensation will

begin to accrue again. No retroactive grant of vacation will be made for the time period in which vacation compensation was at the cap.

**7.2.5 Vacation Leave Cash Out.** Although the District encourages employees to take time off away from work in order to have a more balanced lifestyle, the District offers a vacation leave cash-out option for eligible employees. This program is intended to provide more flexibility in utilizing vacation leave benefits, without triggering a taxable event for those employees who may elect to cash out accrued vacation leave but choose not to.

For purposes of this policy, an “Eligible Employee” is an employee that has completed a minimum of 36 months of service with the District and has utilized as least 50% of his/her respective annual vacation leave accrual during the previous 12 month period.

An election period will be held each year in December, during which time Eligible Employees will have the opportunity to make an irrevocable election to cash-out vacation hours that are scheduled to accrue during the months of January through June of the next calendar year (“First Accrual Period”). Eligible Employees may elect to cash out up to a maximum of 50% of vacation hours that will accrue during the First Accrual Period.

A second election period will be held each year in June, during which time Eligible Employees will have the opportunity to make an irrevocable election to cash-out vacation hours that are scheduled to accrue during the months of July through December of the same calendar year (“Second Accrual Period”). Eligible Employees may elect to cash out up to a maximum of 50% of vacation hours that will accrue during the Second Accrual Period.

Eligible Employees may not elect to cash-out vacation hours previously accrued at the time of the election.

An Eligible Employee must submit a new Vacation Cash Out Form to Human Resources for every period in which he or she wishes to cash-out vacation hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in December and June by the HR Manager.

The vacation hours an Eligible Employee elects to cash-out which will accrue in the accrual period subsequent to an election will not be available for use. If the Eligible Employee’s accrual rate changes (such as due to a leave or change in scheduled hours) so that there are

insufficient hours accrued the accrual period to cover the election, the District will adjust the election accordingly.

The elected cash-out for the First Accrual Period will be paid concurrently with the first pay date in July of the year in which the vacation leave has accrued. The elected cash-out for the Second Accrual Period will be paid concurrently with the first pay date in January of the year following the year in which the vacation leave has accrued.

The General Manager, at his/her own discretion, may lift the above restrictions based on the occurrence of an unforeseeable financial emergency in accordance with IRS regulations.

**7.3 Sick Leave**

**7.3.1 Accrual.** Paid sick leave shall be accrued at the rate of eight (8) hours per month.

**7.3.2 General Requirements.** General requirements for sick leave use notification and utilization are identified in the Employee Handbook.

**7.3.3 Abuse.** The use of sick leave in a manner inconsistent with applicable provisions of the Employee Handbook is not permitted. Misuse of sick leave shall be cause for disciplinary action.

**7.3.4 Partial Day.** Whenever any portion of a work day is taken as sick leave, the amount of sick leave used shall be equal to the actual time off taken, rounded to the nearest one quarter (1/4) hour.

**7.3.5 Maximum Accrual.** The maximum accrued sick leave shall be a total of two thousand (2,000) hours. Once this cap is reached, no further sick leave shall accrue until some is used. When some leave time is used, accrual shall begin again.

**7.3.6 Unused Sick Leave.** In the event an employee does not use all sick leave accrued during their service with the District, the employee will be reimbursed upon separation based upon their months of service as follows:

<b>7.3.6.1</b>	61-120	Months	20% of time accrued
<b>7.3.6.2</b>	121-180	Months	35% of time accrued
<b>7.3.6.3</b>	181-240	Months	50% of time accrued
<b>7.3.6.4</b>	241	Months or more	65% of time accrued

#### **7.4 Pregnancy Leave**

Pregnancy leave will be provided in full compliance with applicable State and Federal law, as identified in the Employee Handbook.

#### **7.5 Bereavement Leave**

**7.5.1** When an employee is compelled to be absent from duty by reason of the death of a member of his/her immediate family, such employee shall be granted three (3) working days of bereavement leave, with pay. For purposes of this section, immediate family shall refer to parents, step-parents, parents-in-law, children, step-children, spouses, domestic partners, siblings, siblings-in-law, grandparents, step-grandparents and grandparents-in-law.

**7.5.2** If an employee must travel in excess of five hundred (500) miles to attend funeral services, five (5) working days of bereavement leave, with pay, shall be granted.

**7.5.3** Absence from duty in excess of the number of days authorized by this section, or absence from duty to attend the funeral services of one not a member of the employee's immediate family, shall be chargeable to accrued vacation leave, or may be taken as a leave of absence, subject to the approval of the General Manager.

**7.5.4** No more than ten (10) bereavement days will be granted in a 12 month period, unless authorized by the General Manager. The District may require the employee to provide proof of death.

#### **7.6 Workers' Compensation**

**7.6.1** The District, in accordance with State law, provides insurance coverage to employees in case of work-related injury, as indicated in the Employee Handbook.

**7.6.2** Subject to certain conditions, employees may choose to use accrued paid leave (such as sick time or vacation time) to supplement worker's compensation wage benefits in order to make up the difference between the worker's compensation wage benefit and the employee's normal paycheck.

**7.6.2.1** If an employee is injured on the job, the District will debit the disabled employee's sick leave the actual amount that would offset the differential between the disability rate computed by Workers' Compensation and the daily base

pay of said employee for purposes of realizing benefits under this section.

**7.6.2.2** Copies of Workers' Compensation checks shall be provided to the District. The District shall thereupon, with the next payroll run, issue a check for the difference, up to the employee's full base salary using any accrued sick leave, vacation, comp time, or floating holiday time.

**7.6.3** Any employee whose position is filled or eliminated while the employee is out on Workers' Compensation leave will be eligible for reinstatement to District employment, subject to the provisions of the Workers' Compensation policy, identified in the Employee Handbook.

## **7.7 Jury Duty and Witness Leave**

**7.7.1** Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties, up to a maximum of fifteen (15) calendar days during any twelve (12) month period, provided the employee remits to the District all fees received for such duties, other than mileage or subsistence allowances, within thirty (30) days from the termination of his/her jury service. With that understanding established at the outset of the trial, if a trial should subsequently last longer than the anticipated fifteen (15) days, the employee will not be penalized for the extension. The unanticipated extended time will be paid by the District.

**7.7.2** Employees who are subpoenaed to appear as witnesses on behalf of the State of California or any of its agencies may be granted leaves of absence, with pay, from their assigned duties until released, subject to the approval of the General Manager. The employee shall remit all fees received for such appearance to the District within thirty (30) days from the termination of his/her services. Compensation for mileage and subsistence allowances shall not be considered as a fee and shall be retained by the employee.

## **7.8 Military Leave**

Military Leave will be provided in full compliance with applicable State and Federal law and is identified in the Employee Handbook.

## **7.9 Time to Vote**

**7.9.1** Up to two (2) hours' time off will be granted to any employee who, as a result of the length of his/her work shift, does not have sufficient

time to vote in a statewide election. The time must be taken at either the beginning or the end of the shift.

- 7.9.2 To be eligible, written notices must be received by the Department Head two (2) full working days prior to the election, and evidence of voting must be submitted.

**7.10 School Visits**

For school visits, up to four (4) hours without pay annually per child will be granted. Written notice shall be provided at least two (2) working days in advance. School Visits will be granted in full compliance with applicable State and Federal law and as identified in the Employee Handbook.

**7.11 Family Leave**

Family Leave will be provided in full compliance with applicable State and Federal law and as identified in the Employee Handbook.

**7.12 Volunteer Firefighters**

- 7.12.1 Unpaid leave shall be granted to employees taking time off to perform emergency duty as a volunteer firefighter.

- 7.12.2 Volunteer firefighters shall adhere to the District's Volunteer Firefighter Leave Use Policy.

**7.13 Leave of Absence Without Pay**

The General Manager may grant a leave of absence without pay to an employee of the District as identified in the Employee Handbook. In no case shall such leave of absence be greater than one year, nor shall the leave of absence be used for working another job.

## SECTION 8.0

### REGULATIONS & STANDARDS

#### 8.1 Political Activity

The political activity of District employees shall be in accordance with the appropriate provisions of the Employee Handbook.

#### 8.2 Emergency Responsibilities

8.2.1 All District employees holding full time positions, in addition to their regular duties, shall be assigned emergency responsibilities to be performed in the event of a natural, terrorist-caused or war-caused disaster.

8.2.2 Employee emergency response shall be in accordance with the appropriate provisions of the Employee Handbook.

#### 8.3 Outside Employment

8.3.1 Any employee desiring to engage in outside employment shall first obtain approval from the General Manager. The District, at its discretion, may rescind such approval at any time.

8.3.2 Approval and restrictions regarding outside employment shall be in accordance with the appropriate provisions of the Employee Handbook.

#### 8.4 Contract to District

No District employee shall, in addition to his/her regular employment with the District, work for the District as a contractor.

#### 8.5 Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves of absence as identified in the Employee Handbook.

#### 8.6 Absence With No Communication

Absence with no communication for more than three (3) consecutive work days may result in termination of employment. The use of protected sick leave will not be considered in determining if an employee should be subject to disciplinary action for absences without communication.

**8.7 Medical Tests**

At its discretion, the District shall have the right to require an employee to undergo, at District expense, medical examinations and tests, including drug and/or alcohol tests for cause or DOT related positions, pertaining to an employee's job performance.

**8.8 Nepotism**

No person shall be employed in a position directly or indirectly supervised by a relative, spouse or domestic partner, nor shall members of an immediate family or domestic partners be employed in the same department.

**8.9 Driving Record**

If an employee's duties require him/her to operate a District vehicle, the employee shall be subject to the driving record requirements of the District's insurance carrier, as identified in the Employee Handbook.

**8.10 Use of Private Vehicles**

District employees will receive compensation, at the IRS allowable rate, for use of their personal vehicle on District business in accordance with the appropriate provisions of the Employee Handbook. Such reimbursement will be based on actual miles driven.

**8.11 Employee Handbook and Department Policies**

The District has established an Employee Handbook, District Policies and Procedures and Department Policies and Procedures. The rules and regulations identified in the Employee Handbook, District Policies and Procedures and Department Policies and Procedures, shall be binding on all employees, provided they do not conflict with this MOU.

**8.12 Cost Consciousness**

District employees shall practice every economy possible in the discharge of their duties in accordance with the appropriate provisions of the Employee Handbook.



### **8.13 Safety**

**8.13.1** Department Supervisors and employees shall guard the safety of themselves, fellow employees and the public, in accordance with the appropriate provision of the Employee Handbook, District Policies and Procedures, Department Policies and Procedures and the District Safety Program.

**8.13.2** In addition to the above provisions, the District will not knowingly require an employee to work under conditions that are dangerous to life, limb, or health.

### **8.14 Personnel Records**

A personnel history folder shall be kept for each employee in accordance with the appropriate provision of the Employee Handbook. Employees shall be entitled to inspect their personnel files by first requesting permission in writing from their Supervisor/Department Head for time away from their Department, and arranging a convenient time with the Personnel Officer/Human Resources Manager to review said file.

### **8.15 No Strikes**

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Unit hereby agrees that during the term of the current MOU, neither it nor its members or agents, representatives or persons, acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sickout, or other work stoppage or interference of any nature against the District whatsoever, or wheresoever located, including but not limited to disputes which are related to the subject matter contained in the MOU (this provision does not in any way prohibit or restrict the filing of grievances in accordance with the provisions of the MOU); disputes which are specifically not subjects of the MOU (this does not in any way prohibit filing of claims with courts, PERB or other labor enforcement agencies); disputes between the District and other employee organizations, persons, or employees; or jurisdictional disputes. In the event of any strike, walkout, slowdown, or other work stoppage or threat thereof against the District during the term of the current MOU, the Unit and its officers will take all steps reasonably within their control to end or avert the same. Those represented by the Unit will not authorize, engage in, encourage, sanction, recognize, or assist in any strike, slowdown, walkout, sickout, or other work stoppage against the District or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Unit found in violation of this provision may be

subject to discipline, including termination as determined by the District Personnel Officer.

## SECTION 9.0

### EMPLOYEE DEVELOPMENT

#### 9.1 Training

The District encourages the training of employees. Training shall be provided in accordance with the appropriate provision of the Employee Handbook.

#### 9.2 Educational Incentive

The District encourages employees to take and complete educational courses to develop the employee's capabilities. The District will reimburse employees for taking educational courses directly related to their District employment in accordance with the appropriate provision of the Employee Handbook. This reimbursement includes books, courses and course exams. The District reserves the right to cap the amount granted to any one employee in a budget year at \$1,500. The District also reserves the right to place repayment requirements on employees who leave District service within four (4) years of this reimbursement. Employees who are involuntarily terminated or retired for disability will not be required to reimburse the District. The reimbursement schedule shall be graduated so that after one year of service, the Employee will only be required to reimburse 75 percent; after two years, 50 percent; and after three years, 25 percent.

**9.2.1 Educational Incentive Pay** The District shall provide Educational Incentive Pay for college degrees from accredited institutions that are not identified as requirements in the employee's job description but are related to the Industry.

Union employees, who achieve a college degree, in a job-related field from an accredited institution, will receive an incentive as follows:

A union employee who has successfully earned an Associate Degree shall receive \$25.00 per month.

A union employee who has successfully earned a Bachelor's Degree shall receive \$50.00 per month.

A union employee who has successfully earned a Master's Degree shall be received a \$75.00 per month.

Each level of degree is not inclusive of each other. The employee shall receive the incentive per highest degree earned.

### **9.3 Over Certification Pay**

The District will provide additional compensation to employees that obtain and maintain certain authorized certification, which exceeds the minimum requirements for an employee's position.

For each authorized certification grade above the minimum required for a position as set forth in an employee's job description, the employee shall receive \$50 per month additional compensation.

For each authorized certification grade not set forth in the job description, but approved by the General Manager, the employee shall receive \$25 per month additional compensation.

Additional compensation for authorized certification above minimum requirements for a position will be up to two hundred dollars (\$200) per month maximum.

Modifications to the over certification policy are subject to negotiations with the Bargaining Unit Employees representatives

### **9.4 Performance**

District employees are expected to meet or exceed minimum standards of performance. Performance standards are identified in the Employee Handbook.

### **9.5 Evaluations**

The District shall prepare performance evaluations of all employees, at least annually, in accordance with the appropriate provision of the Employee Handbook.

### **9.6 Exam and Certification Fees**

The District will reimburse employees for the cost of any initial examination fees (contingent upon obtaining a passing grade) necessary to obtain certifications for all certifications recognized by the District for employment. The District will pay for renewals of certifications for all certifications recognized by the District for employment.

## **SECTION 10.0**

### **DISCIPLINARY ACTION**

#### **10.1 Types of Disciplinary Action**

**10.1.1** The disciplinary actions which may be taken, in increasing order of severity, include but are not limited to the following:

**10.1.1.1** Oral Reprimand

**10.1.1.2** Written Reprimand

**10.1.1.3** Suspension With or Without Pay

**10.1.1.4** Dismissal

**10.1.2** The District may administer types of disciplinary action individually, or any appropriate combination thereof. The District reserves the right to skip any or all, disciplinary steps.

#### **10.2 Grounds for Disciplinary Action**

Grounds for disciplinary action are identified in the Employee Handbook.

#### **10.3 Procedure for Disciplinary Action**

Disciplinary Action procedures are identified in the Employee Handbook. When an employee is suspended without pay, or if the employee is terminated, such procedures shall at a minimum include the following:

**10.3.1** The Department Head shall notify the affected employee in writing of the proposed action. The written notification shall include a statement of the reasons that the disciplinary action is being proposed and a statement of the charges being considered.

**10.3.2** The Department Head shall provide the affected employee any documents or materials upon which the proposed disciplinary action is based, and shall supply to the affected employee copies of these documents.

**10.3.3** The Department Head shall give the affected employee a reasonable opportunity to review and consider the documents and materials set forth in Sections 10.3.1 and 10.3.2 above, and then shall give the affected employee the right to respond, either orally or in writing at the employee's option, to the authority proposing the disciplinary action.

**10.3.4** If unsatisfied, the employee shall have the right to a hearing before the General Manager in compliance with the requirements of Skelly vs. State Personnel Board and its progeny prior to any imposition of proposed discipline, as identified in the appropriate provisions of the Employee Handbook. These provisions do not apply to introductory, part-time or temporary employees.

**10.4 Suspension**

When, in the opinion of the General Manager, emergency conditions exist such that immediate removal from duty of the affected employee is required, the affected employee may be suspended with or without pay pending completion of the procedures set forth above and subject to a final disciplinary decision.

**10.5 Termination**

An employee may be terminated as disciplinary action taken pursuant to these provisions.

**10.6 Appeal of Disciplinary Action**

Any employee subject to disciplinary action has the right to appeal in accordance with Section 11.3.4, Formal Grievance Procedure, Step 4, of this MOU.

## SECTION 11.0

### GRIEVANCE PROCEDURE

#### 11.1 Matters Subject to Grievance Procedure

Any employee shall have the right to grieve under this section, alleged violations or misapplications of any provisions of this MOU, the Employee Handbook, or Department Policy with respect to wages, hours, or conditions of employment.

#### 11.2 Informal Grievance Procedure

**11.2.1** An employee or group of employees who has(ve) a grievance should first try to get it settled through discussion with his/her/their immediate supervisor without undue delay. If, after this discussion, he/she/they do(es) not believe the grievance has been satisfactorily resolved, he/she/they shall have the right to discuss it with his/her/their supervisor's immediate supervisor, normally the Department Head. At the option of the employee(s) a Union representative may be present in all of these discussions. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision.

**11.2.2** Additional information regarding Informal Grievance Procedures may be found in the Employee Handbook Section "Open Door Policy."

**11.2.3** If the Union is not in agreement with the decision reached by discussion, the Union shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to the grievance.

#### 11.3 Formal Grievance Procedure

**11.3.1** *First Level of Review (Step 1)*. Any grievance shall be presented in writing to the employee's immediate supervisor by a Union representative within thirty (30) days of the alleged occurrence giving rise to the grievance. The written document must identify that a grievance is being filed and clearly state the alleged violation or misapplication of the provisions of this MOU, the Employee Handbook, or Department Policy. The supervisor shall render his/her decision and comments in writing and return them to the Union representative within ten (10) calendar days after receipt of the grievance. The Union may appeal the decision or lack thereof to Step 2 within ten (10) calendar days after receipt of the written decision of the supervisor or within the total of twenty (20) calendar days from

the filing of the Step 1 grievance if no decision is rendered. If no appeal is filed within that time period the grievance shall be deemed to have been withdrawn.

**11.3.2** *Department Review (Step 2).* The Department Head, or his/her designated representative, upon receipt of a grievance appealed from Step 1, shall discuss the grievance with the employee and the Union representative within ten (10) calendar days of receipt. The Department Head shall render his/her decision and comments in writing and shall return them to the Union representative within ten (10) calendar days after the discussion regarding the grievance. If the Union does not agree with the decision reached, or if no answer has been received within ten (10) calendar days of the discussion, it may appeal the decision, or lack thereof, in writing to Step 3 of the Grievance Procedure. If no appeal has been filed within ten (10) calendar days after receipt of the written decision at Step 2, or within a total of twenty (20) calendar days from the filing of the Step 2 grievance, the grievance shall be deemed to have been withdrawn.

**11.3.3** *General Manager Review (Step 3).* The General Manager, upon receipt of a grievance appealed from Step 2, shall discuss the grievance with the Union. The General Manager shall render a decision in writing to the Union within twenty (20) calendar days of the discussion. If the Union does not agree with the decision reached, or if no answer has been received within twenty (20) calendar days of the discussion, the Union may appeal the decision in writing to Step 4 Advisory Arbitration. If no appeal has been filed within ten (10) calendar days after receipt of the written decision of the General Manager, or within a total of thirty (30) calendar days from the filing of the Step 3 grievance if no decision is rendered, the grievance shall be deemed to have been withdrawn.

**11.3.4** *Advisory Arbitration (Step 4).*

**11.3.4.1** After having exhausted the provisions of the Grievance Procedure, the Union shall have ten (10) calendar days to submit to advisory arbitration any grievance which has not been resolved to the Union's satisfaction, except in instances where such submission is specifically prohibited by the provisions of this MOU. Written notice of the Union's decision to submit the grievance to Advisory Arbitration shall be filed with the General Manager. The written notice shall set forth the issue being submitted to Advisory Arbitration, the provisions of the MOU allegedly violated and the remedy requested.



- 11.3.4.2** The District and the Union shall select an impartial third party to serve as the arbitrator. If the parties are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking names from a list of professional arbitrators supplied by the American Arbitration Association.
- 11.3.4.3** Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the Arbitrator.
- 11.3.4.4** After the hearing has been concluded, the Arbitrator shall, in writing, submit to the parties his/her decision for the resolution of the grievance. The Arbitrator shall have no power to add to, subtract from, or to modify any of the terms of any MOU between the parties. The Arbitrator's award shall be consistent with, and controlled by, this MOU, the District's Personnel Rules and Ordinances, as well as the Laws and Constitution of the State of California. All expenses of arbitration shall be borne equally by the parties.
- 11.3.4.5** The decision of the Arbitrator shall be advisory only and subject to appeal by either the District or Union to the Board of Directors. Said appeal shall be filed in writing by either affected party within twenty (20) calendar days following the decision of the arbitrator. The Board of Directors may conduct a hearing on the grievance, or, at its option, may consider the evidence presented at the arbitration hearing and any transcript thereof, as well as the decision of the arbitrator. The majority decision of the Board of Directors shall be final and binding on all parties concerned.

#### **11.4 Conduct of Grievance Procedure**

- 11.4.1** The time limits specified above may be extended to a definite date by written agreement between the Union and the reviewer involved.
- 11.4.2** The employee may request the assistance of a union representative and/or an attorney of his/her own choosing in preparing and presenting his/her grievance at any level of review.
- 11.4.3** The employee and his/her representative may use a reasonable amount of work time off, subject to approval of the General Manager, in conferring about and presenting the appeal.

**11.4.4** Employees shall be assured freedom from reprisal when using the grievance procedure.

## **SECTION 12.0**

### **EXPENSE REIMBURSEMENT**

#### **12.1 Uniform Allowance**

**12.1.1** All uniforms and equipment reasonably necessary for the safety of employees will be furnished by the District at its expense. If an employee needs to replace gloves, safety glasses, or back supports, he/she must provide the original item provided by the District. Otherwise, replacement of these items will be done at the employee's expense.

**12.1.2** All District personnel required to wear safety toe boots will be reimbursed up to \$150.00 annually or at the Department Head's discretion. As different Departments have different job duties, the Department Head will determine whether the boot is required to cover the ankle or not. The boots can be steel or composite toed, as long as they meet the most current version of the American National Standard Institutes (ANSI) standard for personal protective footwear. Such boots may only be used for District work

**12.1.3** Winter wear will be issued as needed to employees in the following Departments: Operations, Field Operations, Meter Reading, Water Conservation, and some Engineering staff at the Department Head's discretion. These employees will be free to choose their own winter safety boots and will be reimbursed up to \$200.00 therefor. Replacement of winter boots will be at the Department Head's discretion. Winter boots can be steel or composite toed, as long as they meet the most current version of the American National Standard Institutes (ANSI) standard for personal protective footwear. Such boots and winter wear may only be used for District work.

#### **12.2 Travel Expense Reimbursement**

The District shall reimburse employees for expenses incurred during authorized travel on District business, in accordance with the appropriate travel expense reimbursement provisions of the Employee Handbook.

## SECTION 13.0

### WAGES AND COMPENSATION ADJUSTMENT

#### **13.1 Positions and Salaries**

**13.1.1** Exhibit B, Salary Schedule identifies the salary schedule currently in effect and will be amended January 1 of each year during the term of this MOU as identified in Section 13.2, Salary and Benefit Adjustment Plan.

#### **13.2 Salary and Benefit Adjustment Plan**

**13.2.1** The Salary and Benefit Adjustment Plan, to be in effect for the term of this MOU, identifies the salary and benefit adjustments to be made each year.

**13.2.2** There is a cost of living adjustment (“COLA”) identified which will be determined based on the Consumer Price Index (as compiled by the Bureau of Labor Statistics), Urban Wage Earners and Clerical Workers, Riverside-San Bernardino-Ontario, CA (CPI-W) 12-month percent change for November preceding the January 1 date the COLA adjustment is to be made.

**13.2.3** On January 1, 2021, there will be a COLA adjustment based on the CPI-W with an annual cap of three percent (3%) and a floor of one percent (1%).

**13.2.4** On January 1, 2022, there will be a COLA adjustment based on the CPI-W with an annual cap of three percent (3%) and a floor of one percent (1%).

**13.2.5** On January 1, 23, there will be a COLA adjustment based on the CPI-W with an annual cap of three percent (3%) and a floor of one percent (1%).

## SECTION 14.0

### DURATION, TERMINATION AND RENEWAL

#### 14.1 Duration of Agreement

This Agreement shall be effective as of October 1, 2020 and shall remain in full force and effect through September 30, 2023.

#### 14.2 Renewal and Termination of Agreement

This Agreement shall automatically continue from year to year thereafter unless either party gives notice to the other by certified mail, return receipt requested, or acknowledged written receipt, not more than two hundred seventy (270) days or less than one hundred eighty (180) days prior to any expiration date of its desire to terminate or modify this Agreement.

#### 14.3 Entire Agreement

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

#### 14.4 Severability and Renegotiation

Should any provision of this Memorandum of Understanding, or any application thereof, be unlawful by virtue of any federal, state, or local law or regulation, or the Employer-Employee Relations Resolution, such provision shall be effective and implemented only to the extent permitted by said law, regulation, or Resolution. In all other respects, the provisions of this Memorandum of Understanding shall continue in full force and effect for the life thereof. If any provision of this Memorandum of Understanding is held by a final decision of a court of competent jurisdiction to be unlawful or invalid, such provision shall be immediately subject to renegotiation between the parties, and until agreement has been reached thereon, the parties shall comply with such decision.

[SIGNATURES ON FOLLOWING PAGE]

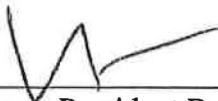
Dated: 10/16/2020 \_\_\_\_\_



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Robert Hallmark  
Employee Union President, Local 557  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO



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B. Jami Simon  
Representative, Region 5  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO



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John Wurm, President Board of Directors  
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT



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Catherine Cerri, General Manager  
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT